

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, March 19, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rdFloor, 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

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation –Rev. Jason Yarbrough, First Baptist Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 03 19 18	4 - 32
F) Treasurers Report – John Gonsalves, Finance Director	
1) 2018-02-Treasurers-Report	33 - 46
G) City Manager Report – David Tillotson, City Manager	
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Recognition of Stephanie Rammohan for years of service - David Tillotson, City Manager	
J) Council Comments	
K) Public Comments	
L) Scheduled Business	
1) Public hearing for the purpose of receiving comment and recommendations on suggested projects for the 2018 Community Development Block Grant (CDBG) application. (Lynn Burrow, Community Development Director)	47 - 49
a) Open public hearing - Timothy Fox, Mayor	
b) Facilitate public comments - Lynn Burrow, Com. Dev. Director	
c) Close public hearing - Timothy Fox, Mayor	
STAFF MEMO - 2018 CDBG	
FY18 CDBG Notice of Public Hearing	
2) Discussion and possible action to adopt Resolution No. 2018002, a Resolution of the City Of Glenpool requesting financial assistance to address community development needs within the city, by submitting an application to the Tulsa County Urban County Community Development Block Grant (2018). (Lynn Burrow, Community Development Director)	50

[RESOLUTION NO 20180002](#)

- 3) Discussion and possible action to approve 2018 CDBG Project, directing proposed allocations of \$103,000.00 in grant funds to be used for the purpose of funding the construction upgrades to the Glenpool Senior Center, and further authorize matching funds of approximately \$3,417.00. 51 - 58
(Lynn Burrow, Community Development Director)
[03 19 18 CDBG Project](#)
- 4) Discussion and possible action to approve and adopt Ordinance No. 753 amending Ordinance No. 733 and adopting Amended Project Plan and Amended Qualified Project Costs. 59 - 96
(Lowell Peterson, City Attorney/Local District Counsel)
[Staff Memo in Support of Amended QPC 031918](#)
[Ordinance No. 753](#)
[Exhibit 1 -Amended Project Plan](#)
[Exhibit 2 -Amended QPC](#)
- 5) Discussion and possible action to approve and adopt Amended Tax Regulatory Agreement to include Amended Qualified Project Costs. 97 - 109
(Lowell Peterson, City Attorney/Local District Counsel)
[Amended TRA 031918](#)
- 6) Discussion and possible action to approve minutes from February 20, 2018 meeting. 110 - 141
(Susan White, City Clerk)
[Regular Meeting - 20 Feb 2018 - Minutes - Pdf](#)
- 7) Discussion and possible action to approve a plat waiver request from Greg Ables for a .92 acre tract of land located approximately 600 feet south of the southeast corner of 145th Place and 26th West Avenue. 142 - 143
(Lynn Burrow, Community Development Director)
[Plat Waiver-2018-01](#)
- 8) Discussion and possible action to approve PUD (Planned Unit Development) 38 application from TJ Remy for a zone change from CS (Commercial Shopping) and RD (Residential Duplex) on a tract of land located in the Southeast Quarter of Section 12, Township 17 North, Range East 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma. 144 - 174
(Lynn Burrow, Community Development Director)
[PUD 38-31918](#)
- 9) Discussion and possible action to authorize Council and/or staff representation to attend ICSC, Las Vegas, Nevada and pay all related expenses.
(David Tillotson, City Manager)
- 10) Discussion and possible action to schedule dates for a City Council Retreat.
(David Tillotson, City Manager)
- 11) Discussion and possible action to enter into executive session for the purposes of:
(A) Discussing negotiations concerning employees and representatives of employee groups,
specifically for the purpose of discussing possible amendments to, and terms and conditions
of, a collective bargaining agreement with the International Association of Fire Fighters, Local
2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting

Act).

(B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2018-2019

Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

(C) Discussing confidential communications between the City Council and the City Attorney

concerning a pending action in the Tulsa County District Court because the City Council, with the

advice of the City Attorney, has determined that disclosure will seriously impair the ability of

the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of

Glenpool, Case No. CJ-2016-2222, pursuant to § 307(B)(4) (Open Meeting Act).

(D) Discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Oklahoma Supreme Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Application To Assume Original Jurisdiction And Petition For Writ Of Mandamus And Petitioner's Combined Brief In Support In The Supreme Court Of The State Of Oklahoma, In Re: Tulsa County District Case No. Cs-2017-03452, Ron Wade & Linda Wade, Plaintiffs; Lynn Burrow, Jeff Wallen, Chuck Berryhill, David Deere, & Judah Closterman, Defendants, pursuant to § 307(B)(4) (Open Meeting Act).

(Lowell Peterson, City Attorney)

12) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

13) Discussion and possible action with respect to matters discussed in Executive Session.
(Timothy Fox, Mayor)

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 5, 2018 at 5:00 pm.

Signed: Susan White
City Clerk



Community Development Director's Report

Date: March 19, 2018

To: Glenpool City Council

Mayor and Councilors;

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

On-going Private Development and/or Building Projects

St. Francis Health Center Southwest: (151st Street & Broadway Ave.)

- The full Building Permit for the project was issued by the City on February 1st, 2017.
- The building is fully 'dried in' at this time.
- Site improvement installation is approximately 95% complete.
- Public improvements associated with Broadway Avenue construction are fully complete.
- Improvements regarding existing paving modifications and additions on 151st Street are currently 100% complete.
- Full project completion and building turnover is predicted to be by the end of the second quarter, 2018.

Mark Allen Chevy Dealership: (168th Street & U.S. Highway 75)

- The project's earth change permit was issued May 1st, 2017
- The project's building permit was issued July 10th, 2017.
- Site grading, earthwork, and paving is approximately 90% complete .
- Domestic water and sanitary sewer service construction is fully complete.
- The current project schedule indicates full project completion by the end of the second quarter, 2018.

Financial Equipment Company: Building Expansion (131st Street & Elwood Ave.)

- The project consists of the construction of a third building on the site including certain parking and drives.
- Interior finishes are approximately 95% complete
- Full project completion is anticipated in April of 2018.



Jiffy Lube & Car Wash: Southwest Crossroads Addition (122nd Street & Waco Ave.)

- The project was fully permitted for building and site construction in July, 2017.
- Site grading and erosion control is 90% complete.
- The site utility service installation is 100% complete currently.
- Access drive and interior paving construction have not started as of this date.
- Construction of the Carwash facility has not started as of this date.
- Full completion of the auto service portion of the project is anticipated on or before July 1, 2018.

Elm Pointe Commercial Center: Elm Pointe Addition (141st Street & Peoria Ave.)

- The engineering design covering public utility extensions necessary to serve the project is fully complete.
- The engineering design of grading, drainage, and erosion control improvements is also fully complete.
- The Earth Change Permit for the site clearing & grading was issued in November, 2017.
- Site clearing and disposal is fully complete.
- Site grading is underway and is approximately 75% complete.
- To date, there have been four (4) building permit applications and permits issued on four individual building structures within the project.
- Building construction currently ranges from foundation installation to structural steel erection.
- The construction plans covering the installation of the concrete retaining wall along the 141st Street frontage have been approved and permitted.
- Construction of the retaining wall is scheduled to start on or before April 1st, 2018.
- The Developer estimates full completion of the multi-tenant commercial buildings fronting onto Peoria Ave. by July 1st, 2018
- Full project completion (all building construction) is anticipated by the end of 2018.

BrookOver Corner Commercial Complex: 151st Street & Broadway Avenue

- This is a multi-lot commercial development covering approximately 30 acres located at the northeast corner of 151st Street and US Highway 75.
- The property owner and the City are currently in the process of facilitating the creation of a Tax Increment Financing (TIF) District.
- The Developer has submitted a project Earth Change Permit limited to the site clearing, grubbing, and disposal process necessary to prepare the site for infrastructure installation.
- At this time, the process of clearing the site is well underway and is anticipated to be complete by June 1st, 2018.



- It is anticipated that supporting site development grading, paving, storm water management, and public utility service construction plans will be submitted for review and permitting during the month of April.
- The Developer has indicated actual infrastructure improvement related construction is anticipated to start in June, 2018.

Glenpool Elementary School: Elwood Avenue & 138th Street

- This project is located at the southeast corner of 138th Street and Elwood Avenue.
- The subdivision platting process for the project has been completed and the final plat has been recorded with Tulsa County.
- The project site improvement and building construction plans have been fully approved and permitted for construction.
- An official groundbreaking for the site and building improvements was held in the first week of March.
- At this time, the Glenpool School Administration has not indicated an anticipated project completion date.

Glen Hills Residential Addition: 141st Street & Iroquois Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 31 and is generally located on the north side of 141st Street at Iroquois Avenue.
- All Planning related processing and approvals have been completed regarding zoning and subdivision platting, covering the first phase of the project
- All site related improvement plan approvals and permitting for the first phase of the project have been completed.
- Phase I site improvements consisting of clearing, grubbing, and rough area grading is underway currently and is approximately 80% complete.
- The construction of public improvements necessary to serve the addition is anticipated to start within the month of April.
- Full completion of the development and the start of actual home construction is anticipated by December 1st, 2018.

The Pines Residential Addition: 141st Street & Ironwood Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.



- The project engineer indicates that the submittal of the preliminary subdivision plat and all required public infrastructure improvement construction plans is anticipated within the month of April, 2018.

Current Planning Department and Planning Commission Activities:

SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

ELM POINTE II (Preliminary Subdivision Plat) Elm Pointe PC, LLC

This residential project is located west of the northwest corner of 141st St. and Peoria Ave. and contains 14.33 acres. This proposal covers the development of 47 single-family lots under the concepts and development standards established in PUD 38 (pending City Council review and approval).

- 2/23/18 Technical Advisory Committee Review
- 3/12/18 Planning Commission Review (**APPROVED**)
- 3/19/18 City Council Review

ZONING CHANGE APPLICATIONS PENDING REVIEW:

PUD 38 (Elm Pointe PC, LLC)

This project is located west of the northwest corner of 141st St. and Peoria Ave. and contains 14.33 acres. The Planned Unit Development proposed for the development of the property specifies the creation of 47 single-family lots, certain common areas for recreational uses and the creation of a Homeowner's Association.

- 3/12/18 Planning Commission Review (**RECOMMENDED APPROVAL**)
- 3/19/18 City Council Review

LOT SPLIT APPLICATIONS PENDING REVIEW:

GLS-224 (Webber/Wilson/Wheeler)

Located south and west of the southwest corner of 141st Street and Peoria Ave.

- 2/23/18 Technical Advisory Committee Review
- 3/12/18 Planning Commission Review (**APPROVED**)

PLAT WAVIER APPLICATIONS PENDING REVIEW:

PW2018-01(Greg Ables)

Request from Greg Ables to waive the platting requirement for an 0.92 acre tract located approximately 600 feet south of the southeast corner of 145th Place and 26th West Ave.

- 3/12/18 Planning Commission Review (**RECOMMENDED APPROVAL**)
- 3/19/18 City Council Review



CDBG Grant Application and Associated Resolution:

- 3/19/18 City Council Public Hearing for Project Selection and the approval of a supporting Resolution necessary to complete the CDBG application to INCOG originally scheduled for the 3/6/18 Council meeting.

Current Building & Inspection Department Activity: February, 2018

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

- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Mark Allen Chevy Dealership Project: 166th Street & U.S. Highway 75
- Jiffy Auto Lube. and Car Wash: Southwest Crossroads Addition
- BrookOver Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: 141st Street & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue

Glenpool Residential and Commercial Building Permit Statistics:

- | | |
|---|----------|
| • New Residential Permits Issued in February, 2018: | 5 Total |
| • New Commercial Permits Issued in February, 2018: | 2 Total |
| • Current Active Residential Permits: | 51 Total |
| • Current Active Commercial Permits: | 18 Total |
| • 2017 Residential Permits thru February: | 12 Total |
| • 2018 Residential Permits issued thru February: | 6 Total |
| • 2017 Commercial Permits Issued Thru February: | 2 Total |
| • 2018 Commercial Permits Issued Thru February: | 4 Total |

Code Enforcement Department: February, 2018

Typical Issues Addressed by the Code Enforcement Department: Public Nuisance

- Inoperable or abandoned vehicles being stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.



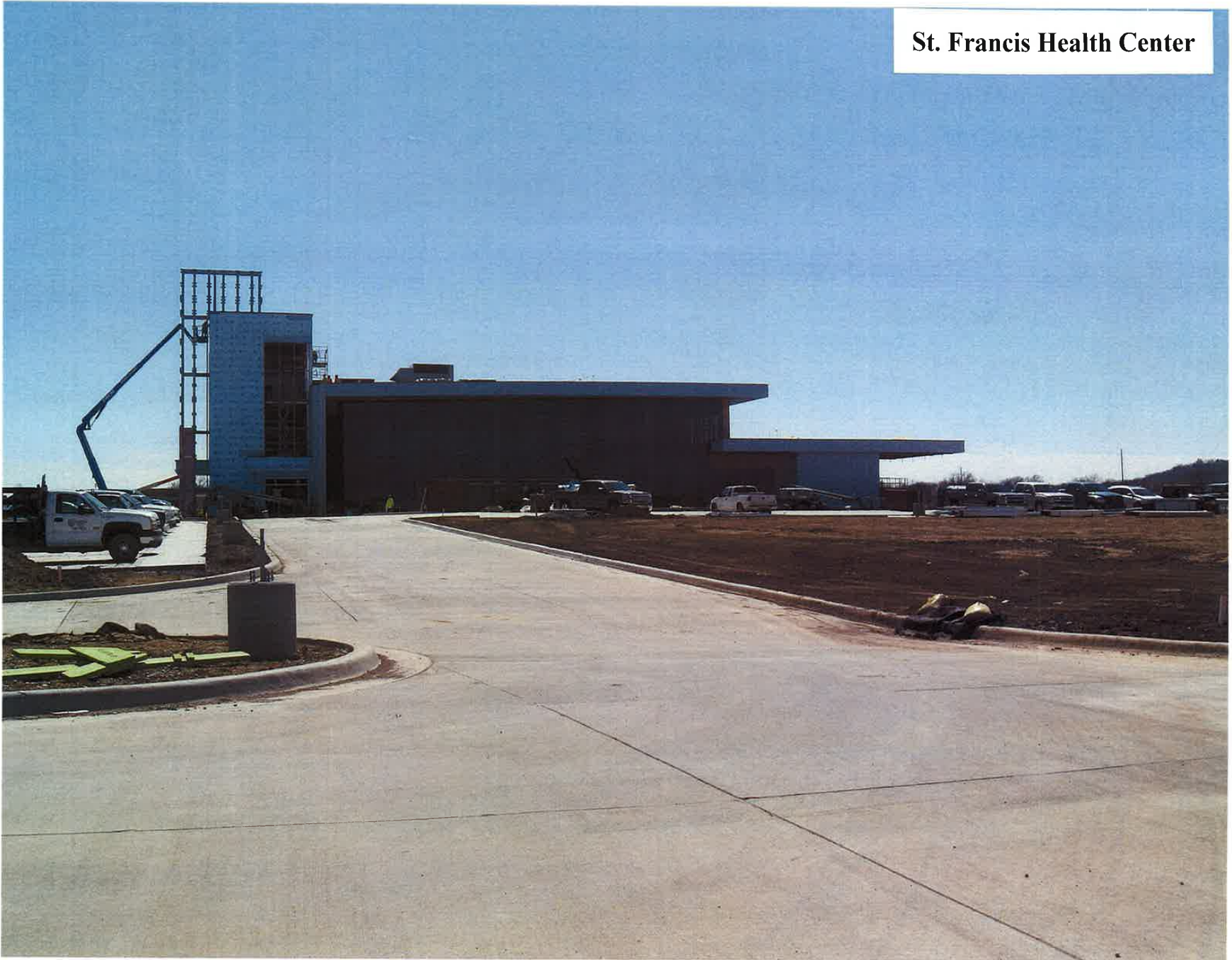
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of February:

• Year-to-Date complaint calls received and investigated	88
• Public nuisance cases remaining open thru February:	6
• New Code Enforcement cases processed in February:	
1. Calls reporting high grass:	-0-
2. Structures damaged by fire:	1
3. Notices issued for vehicles illegally parked:	8
4. Nuisance abatements performed by contractors:	1
5. Notices issued for residences without water service:	6
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	4
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	15
10. Dilapidated vacant structures and properties:	-0-
11. Trash can/receptacle placement:	-0-
12. Misc. cases:	<u>8</u>
Total New Cases Opened in February:	40

- Real Estate Special Assessment Determinations: February, 2018
- 1. Special Assessment Letters Issued to Title Companies 20
- 2. Assessment Letter Fee Collection Notices Issued 45

St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



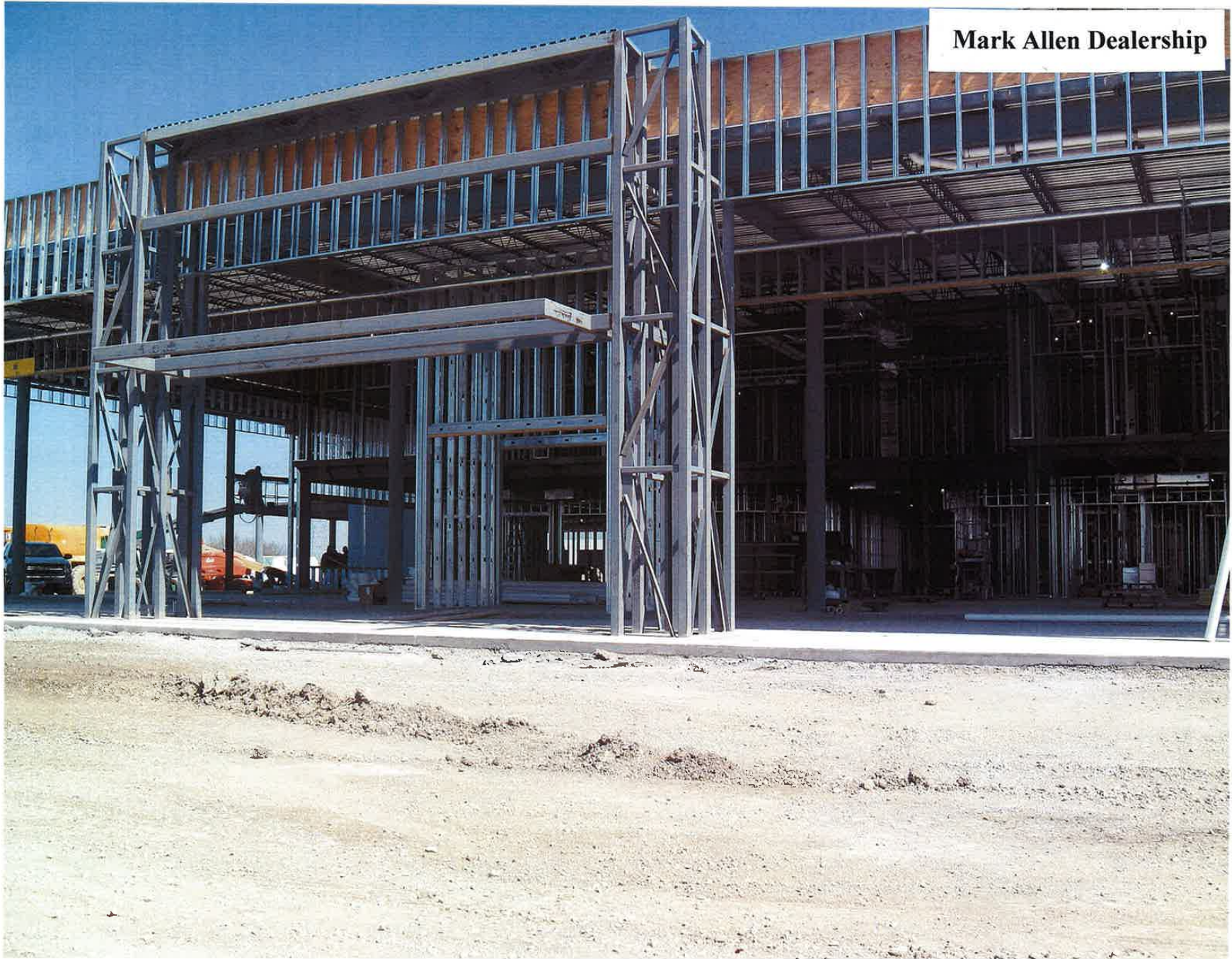
Mark Allen Dealership



Mark Allen Dealership



Mark Allen Dealership



Jiffy Lube



Elm Pointe Commercial Center



Elm Pointe Commercial Center



Elm Pointe Commercial Center



Elm Pointe Commercial Center



Elm Pointe Commercial Center



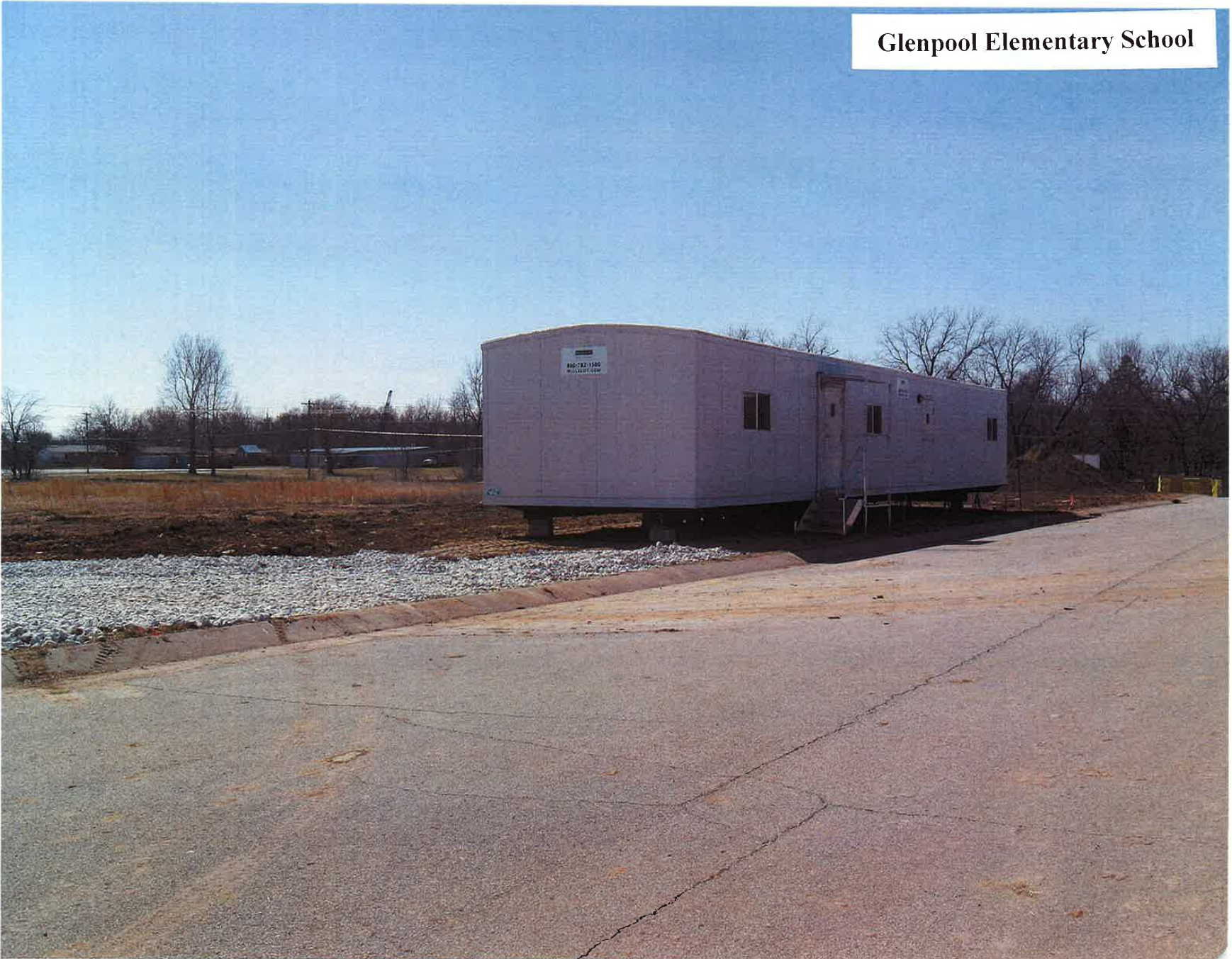
BrookOver Corner



Glenpool Elementary School



Glenpool Elementary School



Glenpool Elementary School



Glenpool Elementary School



Glen Hills Addition



Glen Hills Addition



Glen Hills Addition



Glen Hills Addition





Treasurer's Report February 2018

City of Glenpool

Summary of Revenues and Expenditures as of February, 2018

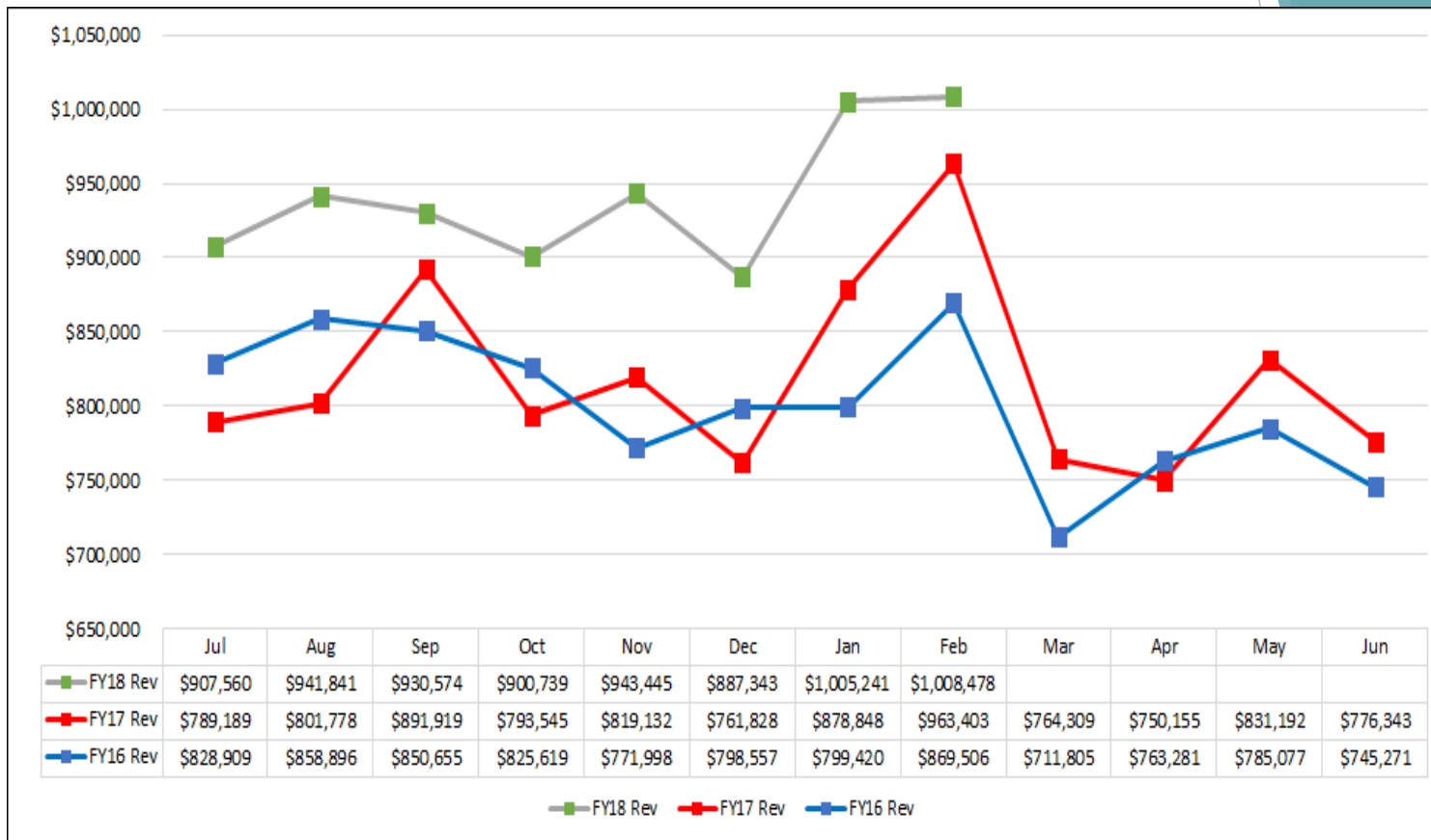
8th month in Fiscal year 2017-2018 or 66.67% completed as of February 28, 2018

- General Fund sales tax revenue is 7.4% above budget and 8.0% above prior YTD
- Public Safety Personnel Fund sales tax revenues are 7.4% above budget
- Streets & Infrastructure Fund sales tax revenues are 7.4% above budget
- Public Safety Capital Fund sales tax revenues are 7.4% above budget
- Water revenues are 3.0% over budget and 4.0% below prior year
- Sewer revenues are even compared to budget

	Total Revenues			Total Expenditures		
FUND	FY18 Budget	FY18 Actual YTD	Variance FY18 Budget	FY18 Budget	FY18 Actual YTD	Variance FY18 Budget
General Fund	\$10,959,503	\$7,525,220	3.0%	\$10,959,503	\$6,739,574	-7.8%
Hotel-Motel Tax	\$400,685	\$120,811	-23.2%	\$400,685	\$48,725	-92.3%
Public Safety Personnel Fund	\$946,715	\$724,765	14.8%	\$946,715	\$512,635	-18.8%
GUSA	\$9,398,278	\$6,031,456	-3.7%	\$9,398,278	\$3,755,947	-40.1%
GIA	\$493,636	\$240,534	-26.9%	\$493,636	\$258,844	-21.3%
Streets & Infrastructure Capital Fund	\$908,502	\$486,020	-36.4%	\$908,502	\$284,994	-52.9%
Public Safety Capital Fund	\$1,831,906	\$342,885	-266.9%	\$1,831,906	\$257,432	-78.9%

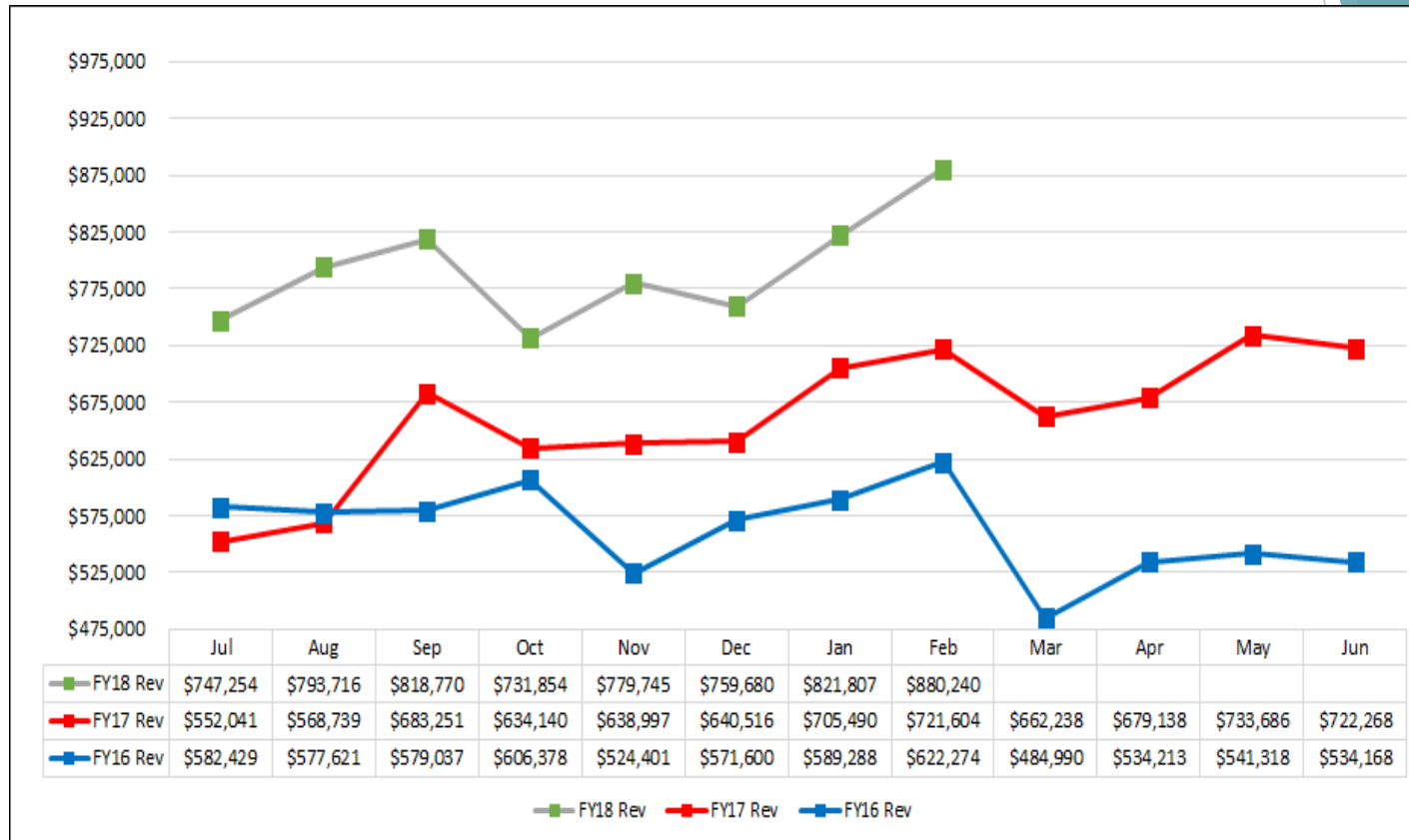
City of Glenpool

General Fund Revenues as of February 28, 2018



City of Glenpool

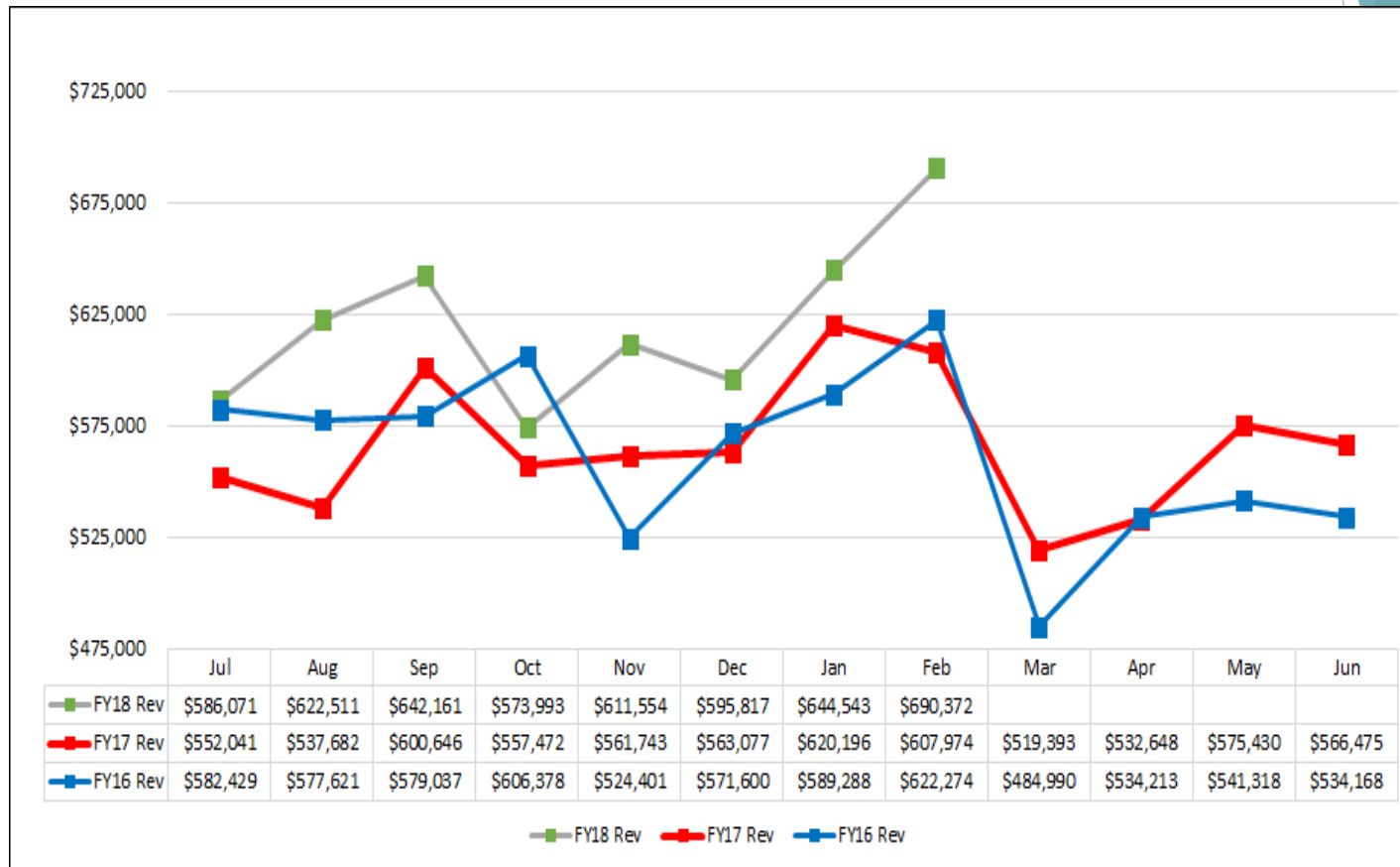
Sales Tax Revenues – All Funds as of February 28, 2018



- 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

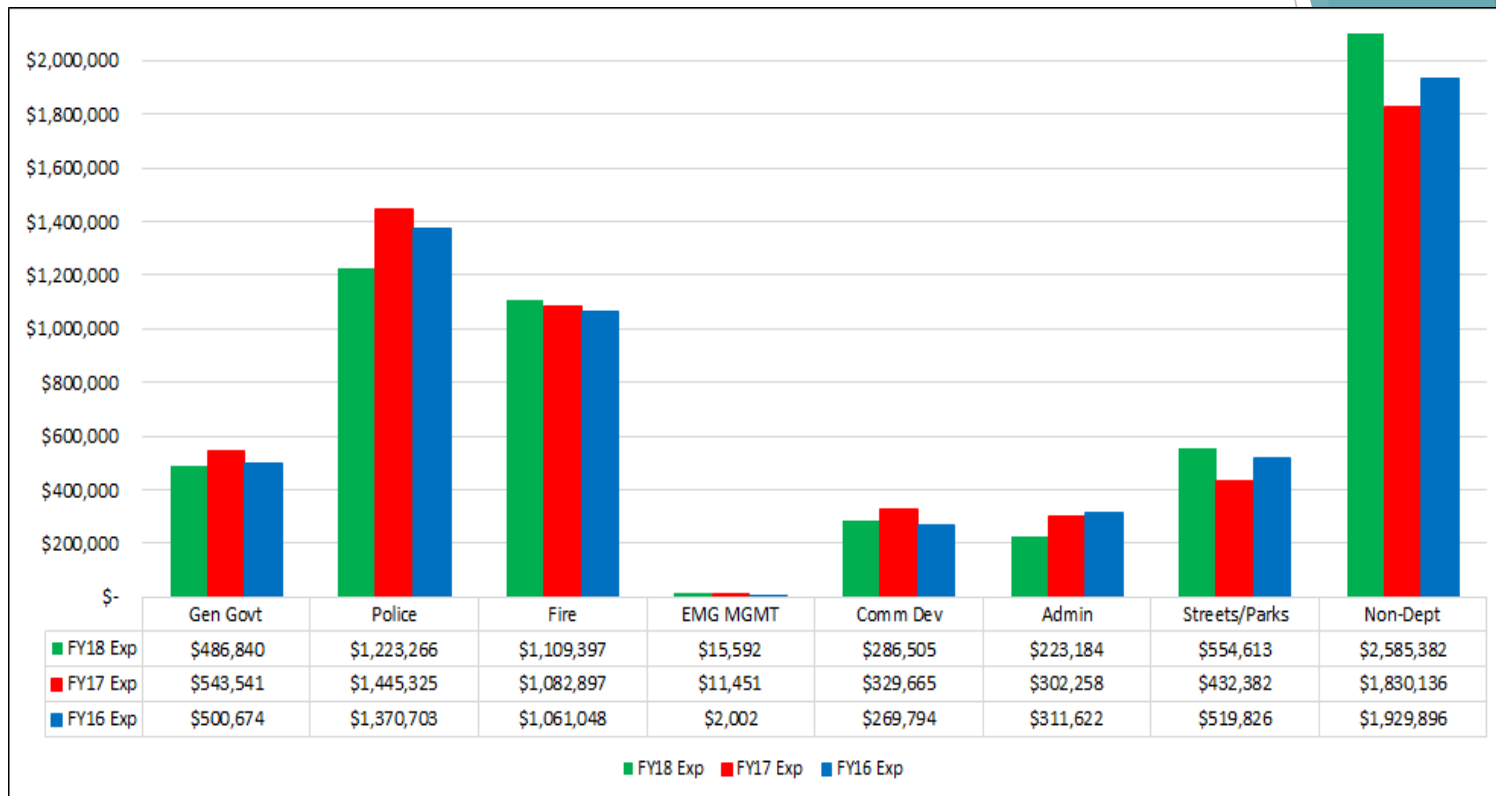
City of Glenpool

Sales Tax Revenues – General Fund as of February 28, 2018



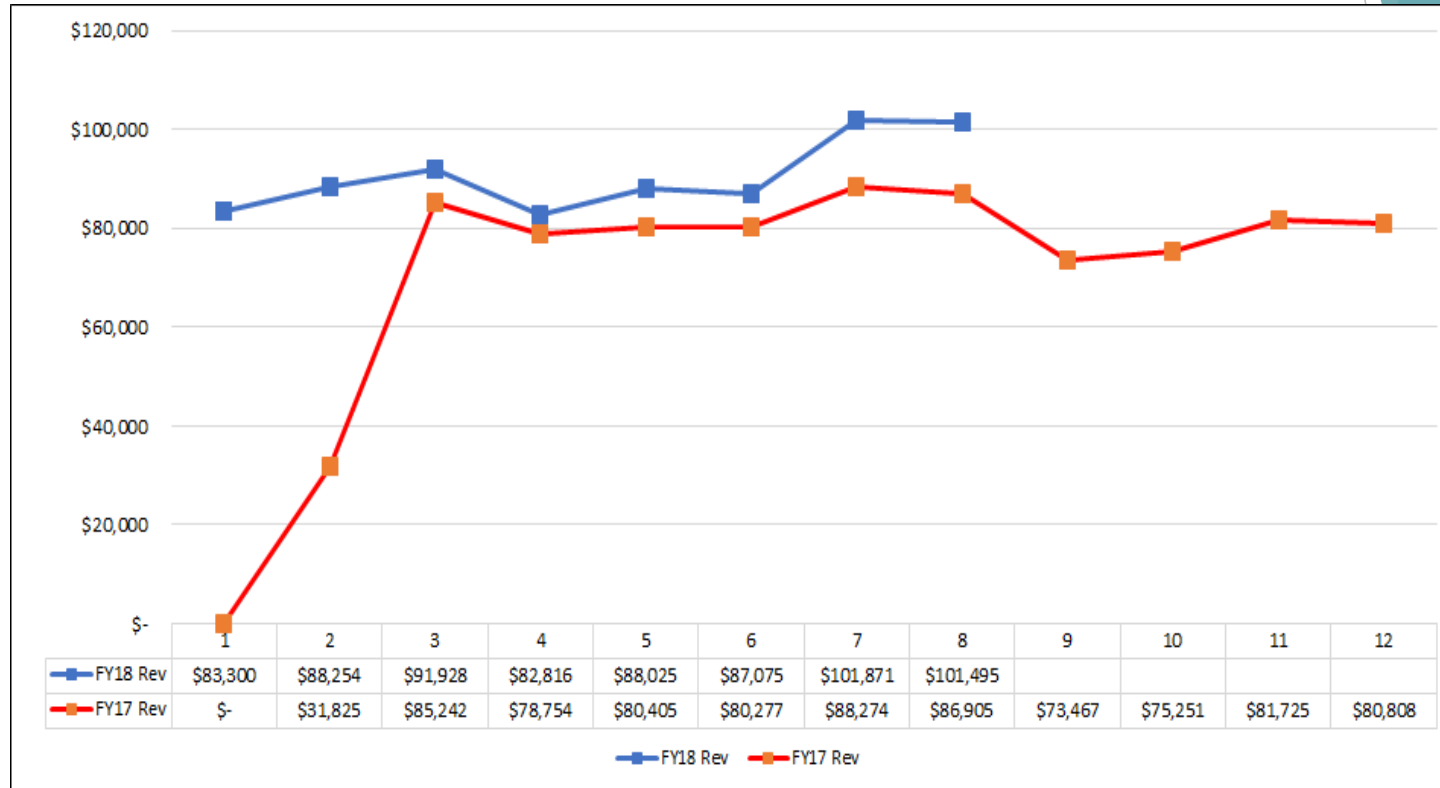
City of Glenpool

General Fund Expenditures as of February 28, 2018



- **General Government** includes City Clerk, Finance, and Organizational Expenses
- **Police** includes Police, Animal Control and Dispatch
- **Community Services** includes Planning, Inspections and Code Enforcement
- **Administration** includes City Manager, City Attorney and Human Resources
- **Non-Departmental** includes transfers to other funds

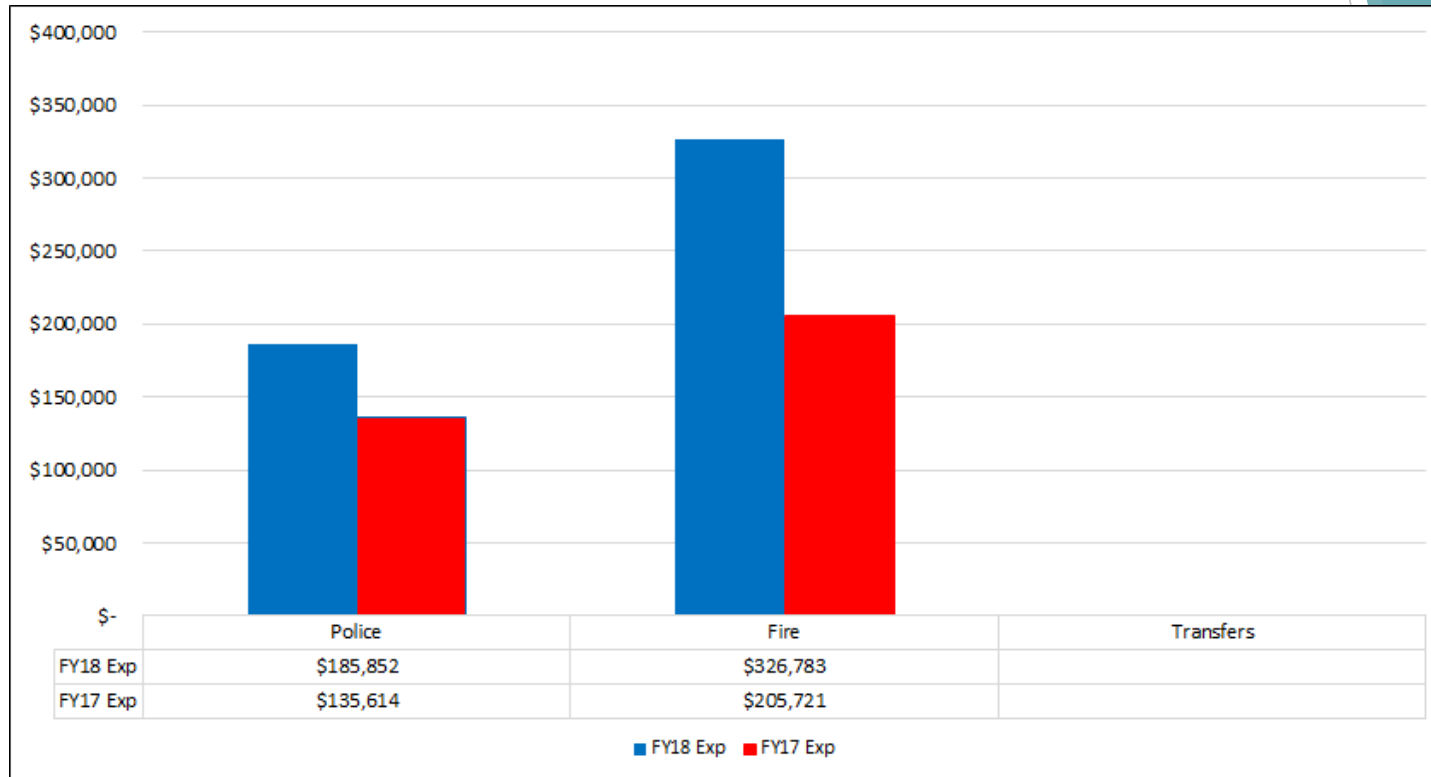
Public Safety Personnel Fund Revenues as of February 28, 2018



- 0.55% Sales tax for Public Safety personnel effective July 1, 2016
(first collections received in August, 2016)

Public Safety Personnel Fund

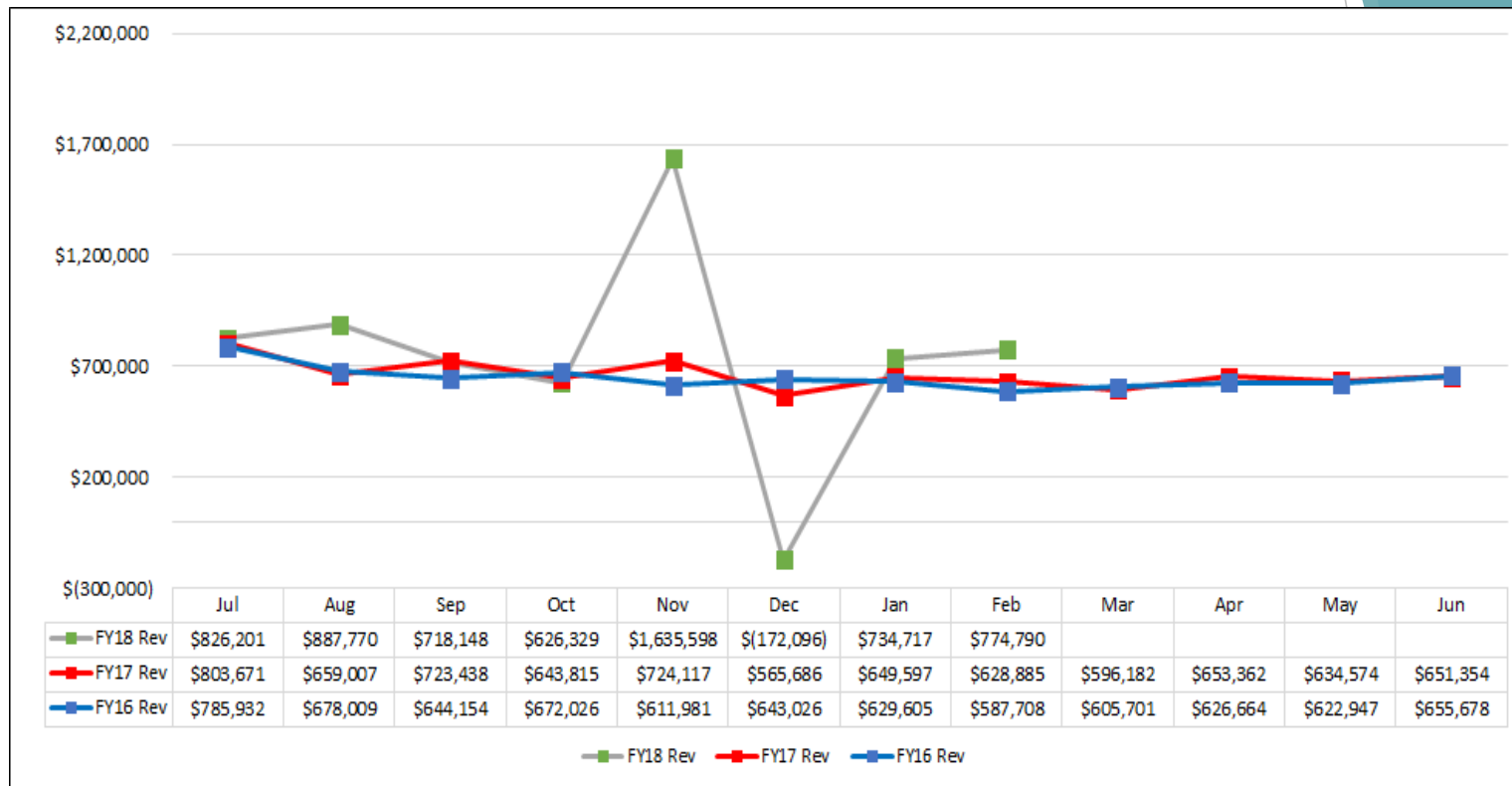
Expenditures as of February 28, 2018



- **Police** includes five officers - personal services and operating expenses
- **Fire** includes seven firefighters - personal services and operating expenses

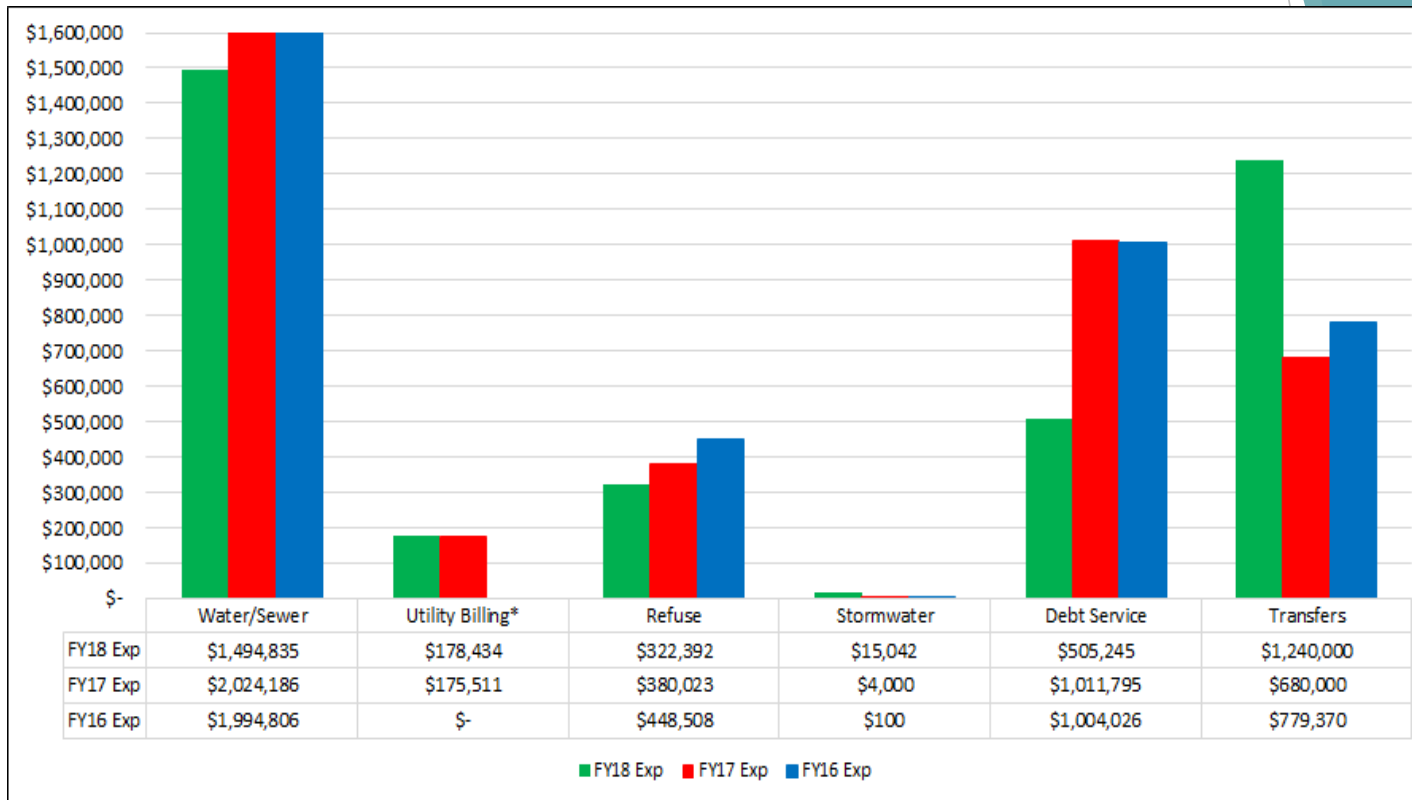
Glenpool Utility Services Authority

Revenues as of February 28, 2018



Glenpool Utility Services Authority

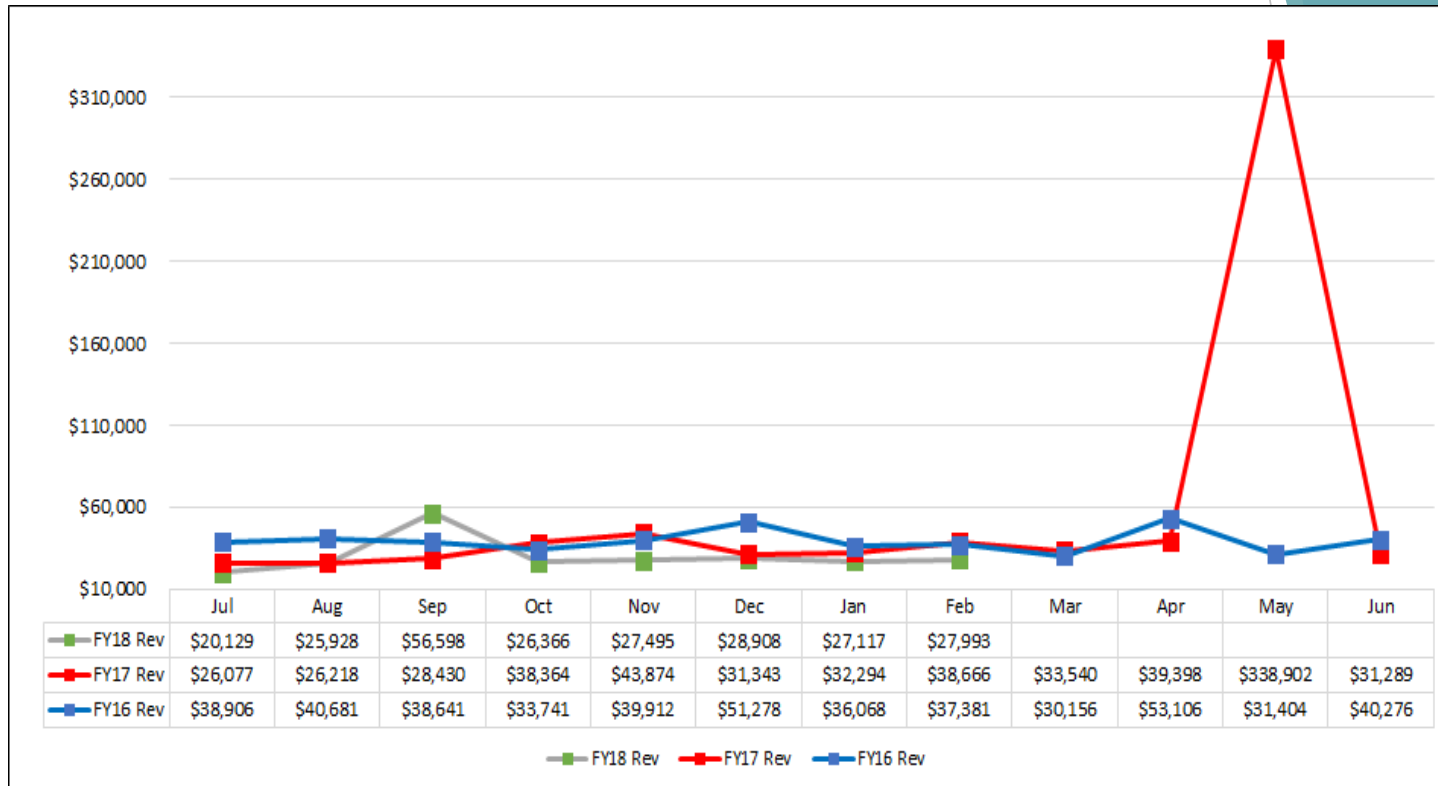
Expenses as of February 28, 2018



➤ Utility Billing was reported with Water/Sewer in FY16

Glenpool Industrial Authority

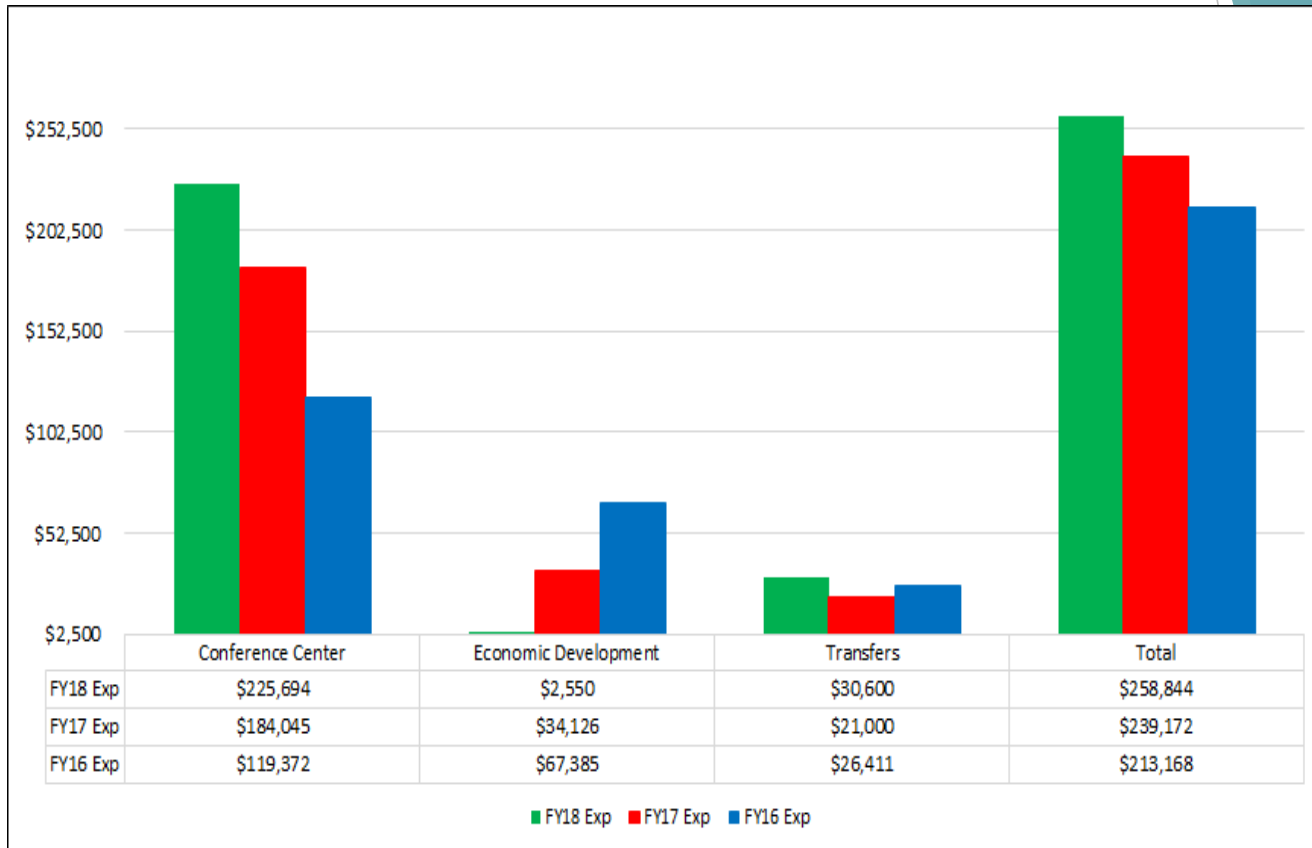
Revenues as of February 28, 2018



- May FY17 includes \$338,902 in development reimbursements from St. Francis

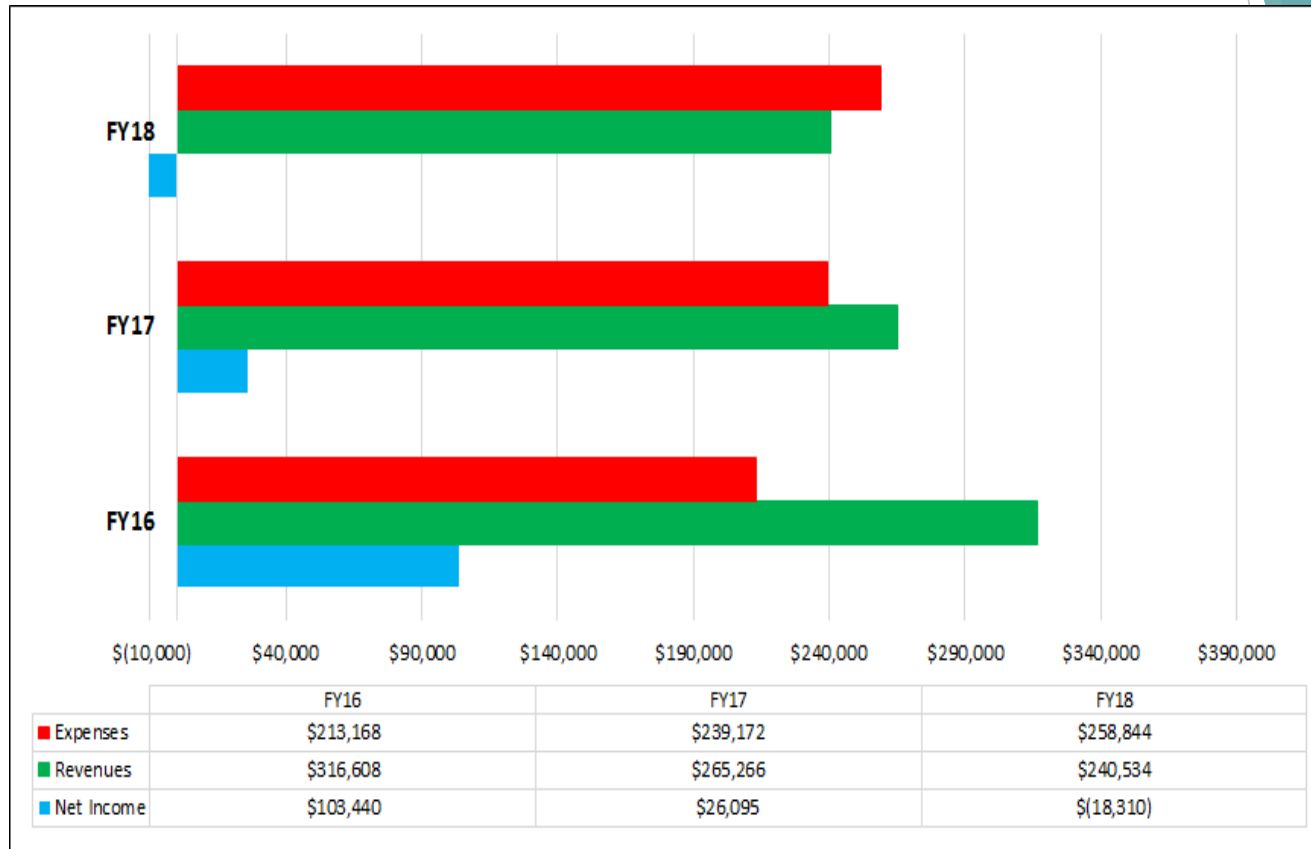
Glenpool Industrial Authority

Expenses as of February 28, 2018



Glenpool Industrial Authority

Net Income as of February 28, 2018



Move Glenpool Forward

Progress as of February 28, 2018

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 750,000	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	NS	30,000	-	30,000	-	
Automatic Meter Reading Conversion	IP	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	110,000	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-	
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-	
Kendalwood Park Rehab	NS	200,000	-	200,000	-	
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	IP	750,000	-	750,000	-	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,737,284	
Proposition 2 (0.26%)						
Public Safety Radio System	IP	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079	
Police Vehicles	IP	3,000,000	-	3,000,000	239,258	
PD Mobile Computer System	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967	
Firefighter Air packs	IP	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,563,304	
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,300,588	
Proposition 3 (0.55%)						
Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	IP					
NS= Project not yet started, IP= Project in progress, C= Project is complete						

To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: March 5, 2018
Subject: **CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2018 NEEDS PUBLIC HEARING**

Background:

The purpose of this portion of the City Council agenda is to hold a Public Hearing to solicit recommendations on non-housing community development needs for the City of Glenpool, as a member of the Tulsa County CDBG Urban County. This notice was posted at Glenpool City Hall on Tuesday, February 27, 2018. The City of Glenpool is planning to submit a FY 2018 application to Tulsa County in the *CDBG Revolving Entities* category. If awarded funds, the City is anticipating on receiving approximately \$103,000 in Tulsa County FY 2018 CDBG funds from the U.S. Department of Housing and Urban Development. Citizens are requested to participate in the hearing and express their views on community development needs and on the allocation of these funds within the City of Glenpool.

Recommendations received will be considered by the Glenpool City Council, the CDBG Urban County Policy Committee, and the INCOG staff in developing the 2018 Glenpool Urban County CDBG application. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018.

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 The CDBG Program funds a broad array of projects and activities including but not limited to the following:

- Water and wastewater system improvements,
- Solid waste,
- Fire protection,
- Streets,
- Parks,
- Housing activities including construction, emergency repair, rehabilitation,
- Acquisition of real property for eligible public purposes,
- Clearance, demolition and removal of buildings and improvements,
- Senior citizen centers,
- Gas and electrical system improvements,
- Removal of architectural barriers associated with handicapped areas,
- Storm water drainage improvements,
- Economic Development.



Currently, we are considering further improvements at the Senior Citizen Center or park improvements at Black Gold Park.

Staff Recommendation:

Staff recommends that the City Council solicit recommendations for projects from the public until the next regularly scheduled City Council Meeting on March 19, 2018. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018

**NOTICE OF CITY OF GLENPOOL
CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2018 NEEDS PUBLIC HEARING**

A Public Hearing scheduled at 6:00 P.M. on Monday, March 5, 2018, continued to Monday, March 19, 2018 at Glenpool City Hall will be held in conjunction with the regularly scheduled City Council meeting to receive recommendations on non-housing community development needs for the City of Glenpool, as a member of the Tulsa County CDBG Urban County. The City of Glenpool is planning to submit a FY 2018 application to Tulsa County in the *CDBG Revolving Entities* category. If awarded funds, the City is anticipating on receiving approximately \$103,000 in Tulsa County FY 2018 CDBG funds from the U.S. Department of Housing and Urban Development. Citizens are requested to participate in the hearing and express their views on community development needs and on the allocation of these funds within the City of Glenpool.

Recommendations received will be considered by the Glenpool City Council, the CDBG Urban County Policy Committee, and the INCOG staff in developing the 2018 Glenpool Urban County CDBG application. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018.

Anyone requiring special accommodations pursuant to *The Americans with Disabilities Act* should notify Susan White, City Clerk at (918) 322-5409.

Originally posted this 27th day of February 2018 at Glenpool City Hall.

By: Susan White Susan White,
City Clerk

ATTACHMENT E

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2018 TULSA COUNTY URBAN COUNTY

RESOLUTION 2018002

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 CDBG Urban County 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 2017-2019; and,

NOW THEREFORE, BE IT RESOLVED by the Glenpool City Council that the City of Glenpool desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County CDBG Urban County program to provide assistance.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Glenpool City Council that the City of Glenpool 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 19 day of March, 2018, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

TIMOTHY LEE FOX, MAYOR

(Type) Name and Title of Chief Elected Official

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____

Clerk Signature



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: 2018 CDBG PROJECT SELECTION

DATE: March 19, 2018

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a proposed improvement project consisting of building modifications and remodeling associated with the existing Senior Center building located in Black Gold Park. The attached preliminary construction drawings illustrate the proposal to completely rehabilitate the existing Senior Center kitchen facility as well as the removal and replacement of existing ceiling mounted light fixtures throughout the building. This improvement project has been developed for an application through INCOG regarding funding available as part of the Federal Community Development Block Grant (CDBG) program. The current 2018 CDBG program lists approximately \$103,000 in available funding for this type of project - restricted to areas within an established low to moderate income part of the City. The attached concept drawings covering the proposed improvements includes a preliminary cost estimate covering the specified improvements that totals approximately \$106,400. Assuming the anticipated grant amount (if awarded) totals approximately \$103,000, the total project cost listed illustrates a balance of approximately \$3,600 which will need to be funded by the City.

The listed improvement elements in this project will fully convert the existing kitchen from a more residential type facility to a full commercial grade food prep. kitchen featuring all new plumbing fixtures, cabinetry, storage, lighting, flooring, and commercial grade appliances. The proposed removal and replacement of ceiling mounted lighting will be accomplished using modern LED type fixtures for increased energy efficiency. If CDBG funding is approved for this project, the City will be tasked with refining the scope of the project, advertising and processing a public bid, and contracting for the work similar in nature to the other past improvements to the facility funded through the CDBG program.

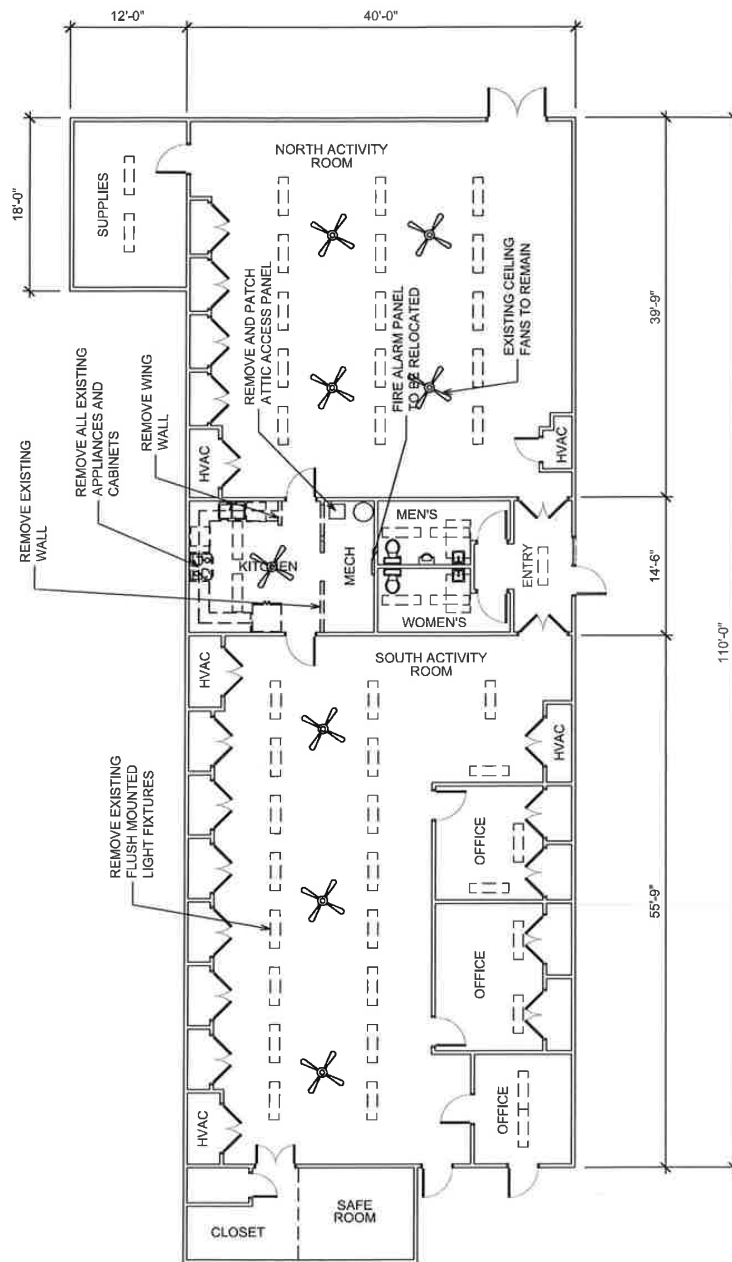
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
Interim City Manager & City Clerk Susan White
www.glenpoolonline.com

Staff Recommendation:

Staff recommends approval of the proposed improvement project detailed on the attached concept plans as necessary to complete the application for available 2018 CDBG funding totaling approximately \$103,000. If the City is awarded CDBG funding, Staff also requests Council approval to supplement the grant amount necessary to complete this project in an amount not to exceed \$3,600.

Attachments:

- A. Preliminary Concept Construction Plans & Cost Estimate



1 DEMOLITION PLAN

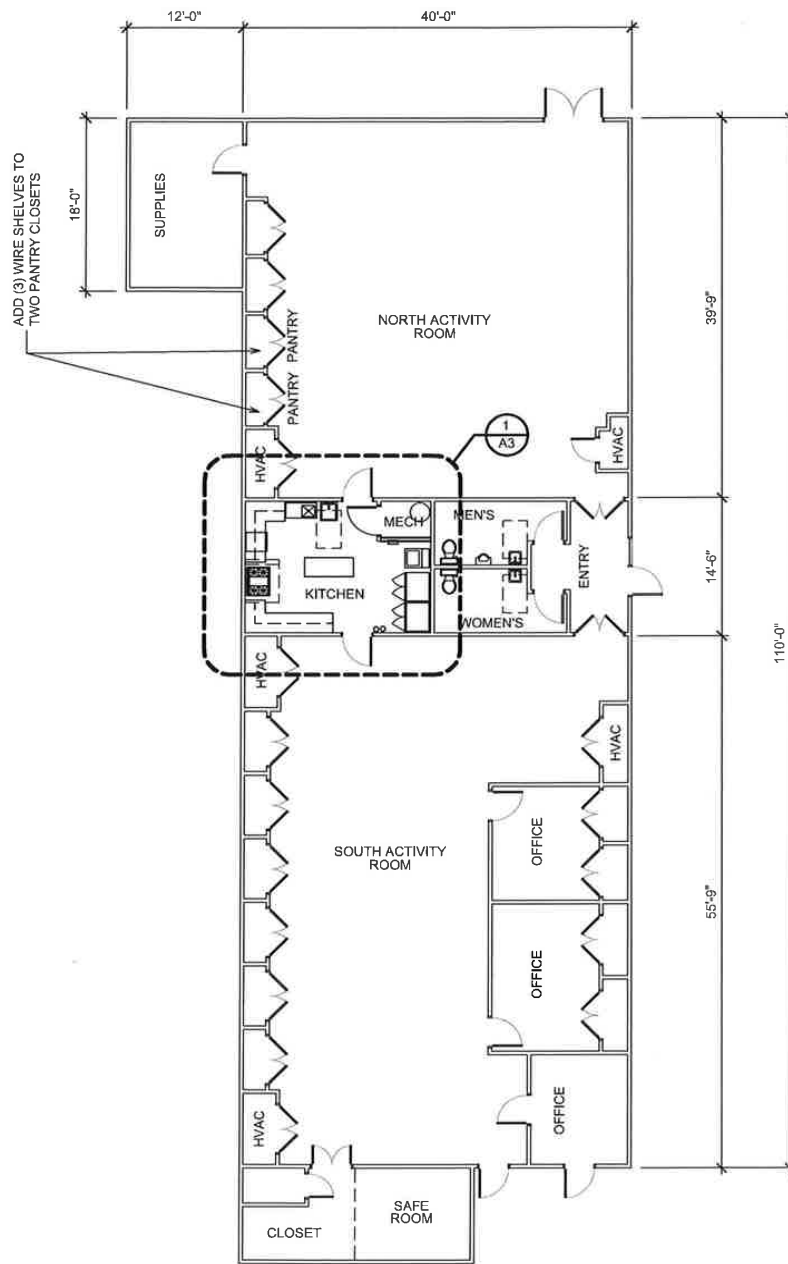
SCALE: 3/32" = 1'-0"



**GLENPOOL SENIOR
CENTER RENOVATION**
46 W. 145th ST. GLENPOOL, OK

A1

03.12.18
GSHELMS & ASSOCIATES, LLC



1 RENOVATION FLOOR PLAN

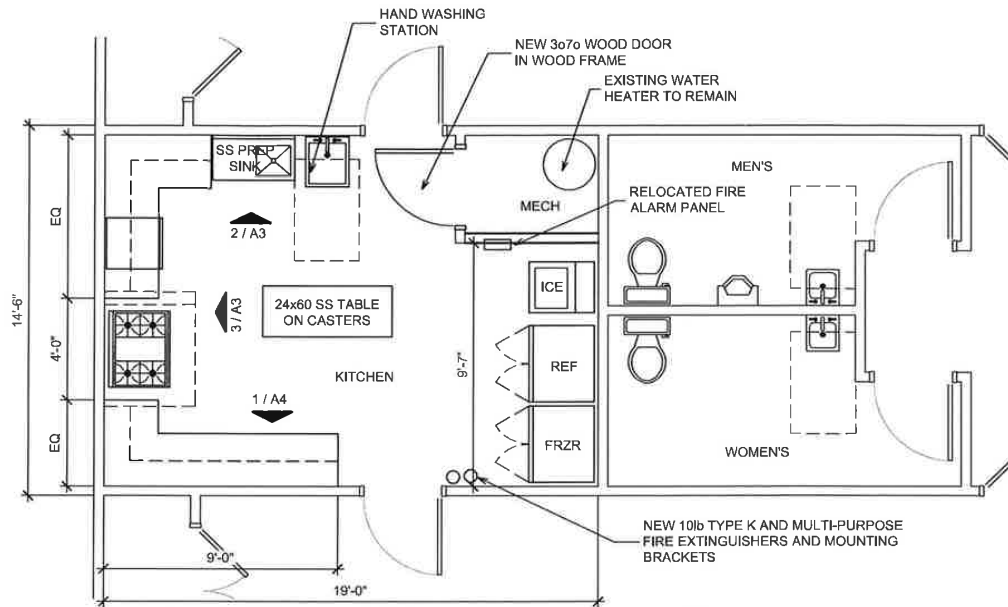
SCALE: 3/32" = 1'-0"



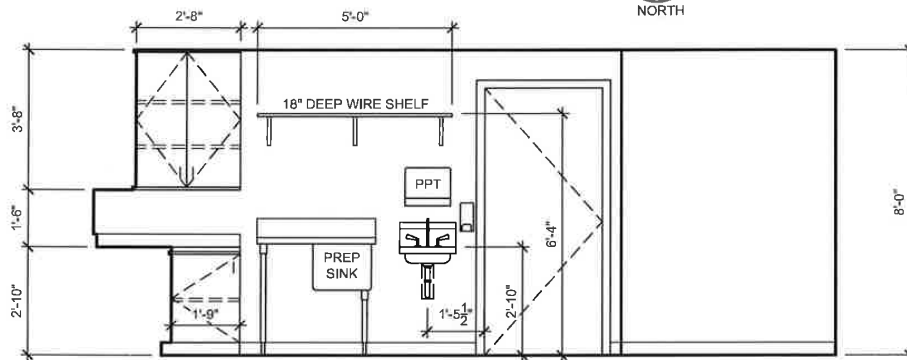
**GLENPOOL SENIOR
CENTER RENOVATION**
46 W. 145th ST. GLENPOOL, OK

A2

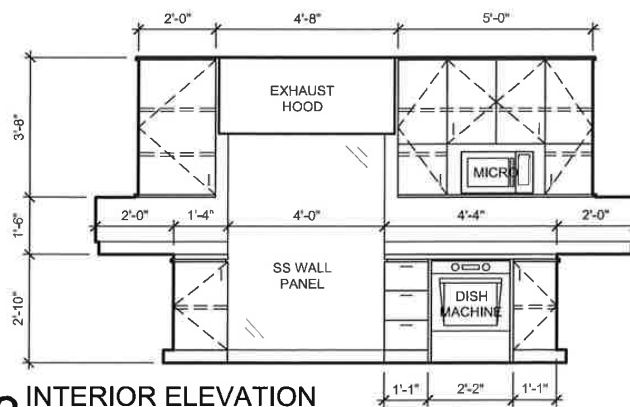
03.12.18
GSHELMS & ASSOCIATES, LLC



1 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

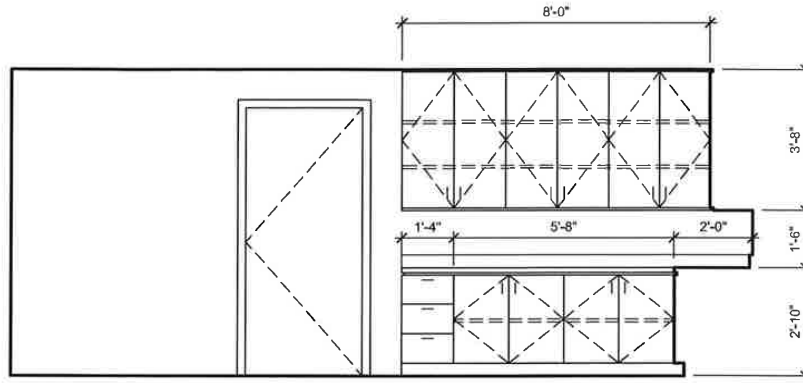


3 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

**GLENPOOL SENIOR
CENTER RENOVATION**
46 W. 145th ST. GLENPOOL, OK

A3

03.12.18
GSHELMS & ASSOCIATES, LLC



1 INTERIOR ELEVATION

SCALE: 3/8" = 1'-0"

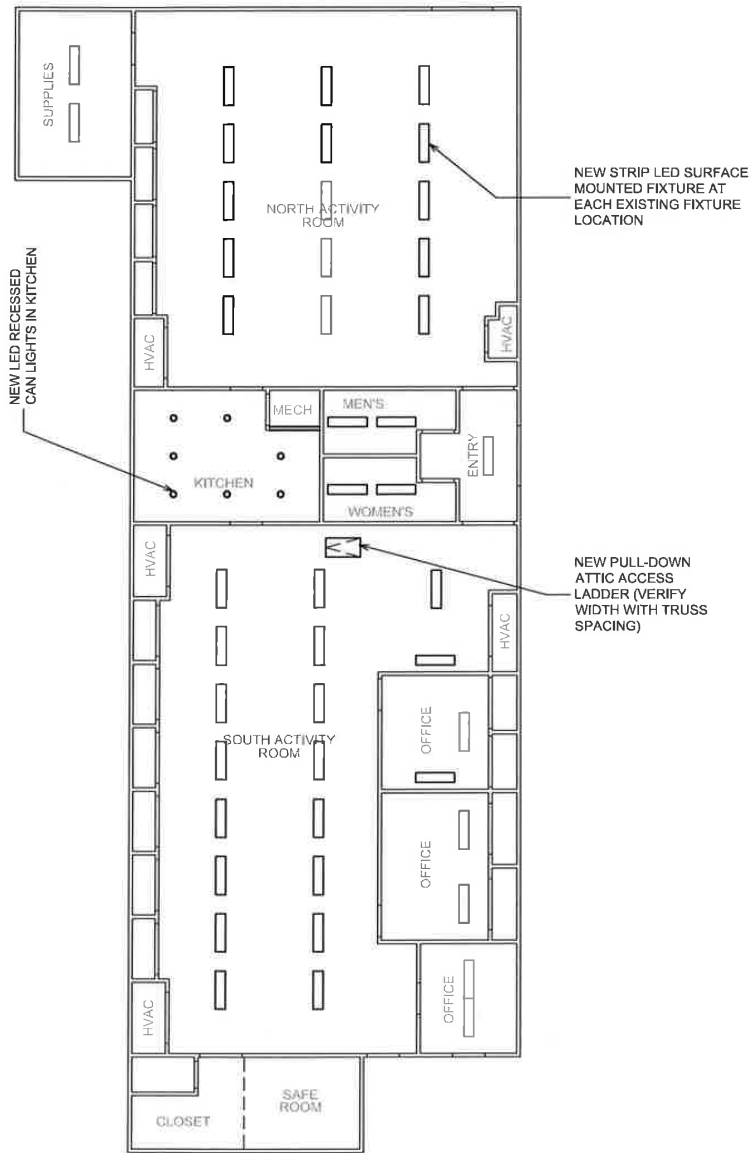
PROJECT NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES.
2. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY TO PERFORM WORK IDENTIFIED ON PLANS, UNLESS SPECIFICALLY NOTED OTHERWISE.
3. CONTRACTOR SHALL PROVIDE AND INSTALL ALL REQUIRED BLOCKING FOR SECURE INSTALLATION OF SURFACE MOUNTED EQUIPMENT, FIXTURES, CASEWORK, ETC.
4. ADJACENT BUILDING AREAS SHALL BE PROTECTED AGAINST DAMAGE, DEBRIS AND DUST. PROJECT SITE SHALL BE SWEEPED AT THE END OF EACH WORKDAY.
5. EMERGENCY MEANS OF EGRESS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
6. ALL DIMENSIONS ARE TO THE FACE OF FINISHED WALLS OR TO THE CENTER-LINE OF WALLS, UNLESS SPECIFICALLY NOTED OTHERWISE. IF ADDITIONAL DIMENSIONS ARE REQUIRED, COORDINATE WITH ARCHITECT. DIMENSIONS SHALL NOT BE DETERMINED BY SCALING DRAWINGS.
7. DURING WELDING OR ANY OTHER CONSTRUCTION ACTIVITY THAT GENERATES SPARKS OR INTENSE HEAT, THE CONTRACTOR SHALL PROVIDE ADEQUATE FIRE PROTECTION TO THE EXISTING STRUCTURE AND CONTENTS.
AS A MINIMUM:
-REMOVE COMBUSTIBLE MATERIALS FROM AREAS OF WELDING AND SPARKS.
-PROVIDE FIREPROOF BLANKETS AND SHIELDS TO CONTAIN SPARKS WHERE COMBUSTIBLE MATERIAL CAN NOT BE REMOVED.
-PROVIDE A FIRE SAFETY OBSERVER WITH A FIRE EXTINGUISHER DURING WELDING OPERATIONS.
8. DASHED LINES ON DEMOLITION PLAN INDICATE INTENT OF REMOVAL AND DEMOLITION OF WALLS, DOORS, FIXTURES, AND OTHER ITEMS AS MARKED & NOTED.
9. DEMOLITION ITEMS NOTED ARE FOR A GENERAL IDEA OF THE PROJECT SCOPE. CONTRACTOR SHALL PROVIDE ANY ADDITIONAL DEMOLITION REQUIRED TO COMPLETE THE INTENT OF THE NEW DESIGN.
10. ALL FIXTURES, EQUIPMENT, CASEWORK, WIRING DEVICES, ETC. ON ITEMS THAT ARE IDENTIFIED TO BE REMOVED SHALL BE REMOVED WITH THAT ITEM, UNLESS SPECIFICALLY NOTED OTHERWISE.
11. CONTRACTOR SHALL PROPERLY DISPOSE OF ALL ITEMS REMOVED AS PART OF THE PROJECT AND THAT ARE NOT NOTED TO BE RELOCATED OR RETURNED TO OWNER.
12. PROVIDE NEW WHITE FRP ON ALL KITCHEN WALLS EXCEPT WHERE SS WALL PANEL IS NOTES. PROVIDE ALL NECESSARY TRIM PIECES.
13. PROVIDE NEW 4" RESILIENT BASE AT KITCHEN WALLS AND BASE CABINETS.
14. KITCHEN CEILING SHALL BE PAINTED SEMI-GLOSS WHITE
15. MICRO: 1.2 CF, 1000w MICROWAVE (120v)
16. PREP SINK: ADVANCE TABCO FC-1-1620-18 SINGLE COMPARTMENT SS SINK WITH DRAINBOARD (36 1/2" OVERALL WIDTH)
17. HAND WASHING SINK: ADVANCE TABCO 7-PS-40 WALL MOUNTED SS HAND SINK WITH SIDE SPLASHES, LEVER DRAIN, P-TRAP, GOOSE NECK FAUCET AND DRAIN PIPE SCALD-GUARD INSULATION.
18. DISHWASHER: LXeH BASE UNDERCOUNTER DISHWASHER (120 / 208 v), 32 RACKS PER HOUR
19. LED SURFACE MOUNT LIGHT FIXTURE: COMMERCIAL ELECTRIC, 48" WHITE LED HIGH OUTPUT 58w SURFACE MOUNT FIXTURE WITH WRAP-AROUND LENS.
20. ATTIC ACCESS LADDER: WERNER 22.5" x 54" ALUMINUM UNIVERSAL FIT ATTIC LADDER, 375lb CAPACITY

**GLENPOOL SENIOR
CENTER RENOVATION**
46 W. 145th ST. GLENPOOL, OK

A4

03.12.18
GSHELMS & ASSOCIATES, LLC



1 REFLECTED CEILING PLAN

SCALE: 3/32" = 1'-0"



**GLENPOOL SENIOR
CENTER RENOVATION**
46 W. 145th ST. GLENPOOL, OK

A5

03.12.18
GSHELMS & ASSOCIATES, LLC



March 12, 2018

City of Glenpool
Senior Center Renovation Project

Preliminary Estimate of Probable Construction Costs

Demolition	\$3,500.00
Lighting Upgrade	\$13,250.00
New Millwork	\$10,000.00
Electrical / Fire Alarm	\$8,500.00
Plumbing	\$7,500.00
Kitchen Exhaust Hood & Installation	\$20,000.00
36" SS Range & Oven	\$1,100.00
Microwave	\$260.00
36" SS Prep Sink	\$2,350.00
SS Hand Washing Sink with Splash Panels	\$1,170.00
Undercounter Sanitizing Dishwasher	\$6,850.00
2-Door Refrigerator	\$1,785.00
2-Door Freezer	\$2,370.00
Equipment Delivery & Installation	\$1,225.00
FRP & SS Wall Panels	\$3,000.00
Wall Construction / Repair / Painting	\$3,200.00
Door & Frame	\$500.00
Superintendent	\$7,200.00
Sub-Total	\$93,760.00
Insurance & Bonds (1.5%)	\$1,406.00
Contractor O/H & Profit (12%)	\$11,251.00
TOTAL	\$106,417.00



To: HONORABLE MAYOR AND CITY COUNCIL
CHAIRMAN AND TRUSTEES OF GLENPOOL INDUSTRIAL AUTHORITY

From: Lowell Peterson, City Attorney/Trust Counsel

Date: March 19, 2018

Subject: GIA Resolution No. 2018003, Approving Amended Project Plan and Amended Qualified Project Costs for South 75 Business Park Increment District;
Amended Project Plan reflecting Amended Qualified Project Costs;
Ordinance No. 753, Amending Ordinance No. 733 to Amend Qualified Project Costs;
Amended Tax Reimbursement Agreement to reflect Amended Qualified Project Costs

Background:

As the City and the Glenpool Industrial Authority are aware, on January 17, 2017, the Council adopted Ordinance No. 733 establishing Tax Increment District No. One, South 75 Business Park District. This was based upon an approved Project Plan representing that the maximum aggregate amount of reimbursable Qualified Project Costs was \$5,000,000.

Since the adoption of Ordinance No. 733, two significant changes have resulted in unexpected changes to the Qualified Project Costs:

- The anticipated J-Turn on Highway 75 has been denied by ODOT, thereby necessitating a series of additional highway traffic improvements with additional engineering and construction costs; and
- Due to development and the need for expanded water capacity both at and south of the South 75 Business Park Tax Increment District, the developer has been required to replace the original plans for 8" water lines with more expensive 12" water lines.

Section 858 (D) of the Local Development Act allows the entity authorized to administer the TIF District to make "minor amendments," meaning amendments that do not change the character of the underlying project; do not increase the project area by more than 5%; and do not increase the qualified project costs by more than 5%.

In our case, the developer is requesting a 5% amendment in the project costs in order to finance these unanticipated requirements. This will raise the maximum reimbursable project costs from \$5,000,000 to \$5,250,000.

Staff Recommendation

Staff recommends that the GIA adopt Resolution No. 201803, thereby amending the Qualified Project Costs for TIF District No. One to \$5,250,000; accordingly staff also recommends that the

City Council approve Ordinance No. 753, and the corresponding Amended Project Plan and Amended Tax Reimbursement Agreement.

Attachments:

GIA Resolution No. 2018003, Approving Amended Project Plan and Amended Qualified Project Costs for South 75 Business Park Increment District

Amended Project Plan reflecting Amended Qualified Project Costs

Ordinance No. 753, Amending Ordinance No. 733 to Amend Qualified Project Costs

Amended Tax Reimbursement Agreement to reflect Amended Qualified Project Costs

Attachments:

- Request and proposal for a TIF District from Ford Development Corporation on behalf of South 75 Business Park LLC. [Discussion only.]
- Resolution No. 16-10-02. [Discussion and possible action item.]
- Retainer agreement for bond counsel and designated local counsel. [Discussion and possible action item.]

**ORDINANCE NO. 753,
AMENDING ORDINANCE NO. 733**

AN ORDINANCE AMENDING PRIOR ORDINANCE NO. 733 ADOPTED ON JANUARY 17, 2017, WHICH ORDINANCE APPROVED AND ADOPTED THAT CERTAIN PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER ONE, CITY OF GLENPOOL, OKLAHOMA (“SOUTH 75 BUSINESS PARK INCREMENT DISTRICT”) DATED DECEMBER 5, 2016, ESTABLISHED THE SOUTH 75 BUSINESS PARK INCREMENT DISTRICT IN ACCORDANCE WITH SUCH PROJECT PLAN; DESIGNATED THE GLENPOOL INDUSTRIAL AUTHORITY (THE “AUTHORITY”) AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZED THE AUTHORITY TO MAKE MINOR PLAN AMENDMENTS PURSUANT TO TITLE 62, SECTION 858(D) OF THE OKLAHOMA STATUTES; CONTAINING OTHER PROVISIONS RELATING THERETO; DECLARING THAT SUCH ORDINANCE NO. 733 SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO IMPLEMENTATION OF THE PROJECT PLAN AND ADMINISTRATION OF THE SOUTH 75 BUSINESS PARK INCREMENT DISTRICT EXCEPT AS AMENDED HEREIN; AND REPEALING ALL ORDINANCES OR RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, by letter dated October 13, 2016, Ford Development Corporation (the “**Developer**”), proposed the establishment of a “tax increment district” within the City of Glenpool, Oklahoma (the “**City**”) to provide development financing assistance in connection with the Developer's proposal to construct public infrastructure improvements for the development of a business park to be designated the South 75 Business Park and located along the east side of US Highway 75 in the City, extending from 161st Street South at its northernmost boundary to 171st Street South at its southernmost boundary; and

WHEREAS, on October 17, 2016, the City of Glenpool City Council (the statutory governing body) adopted Resolution No. 16-10-02, creating, authorizing and directing the City of Glenpool Local Development Act Review Committee to analyze the Developer's proposal and to determine whether the area described in the proposal would qualify as a tax increment district pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq.* of the Oklahoma Statutes, (the “**Local Development Act**”); and

WHEREAS, the Developer's proposal was incorporated into the terms of that certain Project Plan Relating to Increment District Number One, City of Glenpool, Oklahoma (“South 75 Business Park Increment District”), dated December 5, 2016 (the “**Project Plan**”); and

WHEREAS, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the tax increment district established by Ordinance No. 733 is located, determined that the Project Plan conforms to the requirements of the Local

Development Act; made its finding that the tax increment district will have no adverse financial impact on any taxing jurisdiction or business activities within the increment district; and stated its findings and recommendations in its Resolution No. 16-12-01, adopted on December 5, 2016; and

WHEREAS, the City of Glenpool Planning Commission found the Project Plan to be in compliance with the Comprehensive Plan of the City of Glenpool and recommend to the governing body (the “**City Council**”) approval of the Project Plan, subject only to the condition that the zoning classification for the Project Area be amended from IL (Industrial Light Manufacturing and Research and Development District) and CS (Commercial Shopping Center District) to CG (Commercial General District) and that the Developer’s application for abandonment of so much of Planned Unit Development PUD-24 as applied to the Project Area be granted; and stated its findings and recommendations in its Resolution No. 16-12-01, adopted on December 15, 2016; and

WHEREAS, on January 3, 2017, the City of Glenpool conducted its first duly noticed public hearing on the Project Plan for the purpose of providing information and to answer questions, with the Project Plan presented to the public by the City of Glenpool City Attorney/TIF District Local Counsel, all in accordance with Section 859 of the Local Development Act; and

WHEREAS, on January 9, 2017, the City of Glenpool Planning Commission considered the application of the Developer for the change of zone and abandonment of a certain planned unit development within the proposed Project Area as a necessary condition to adoption of the Project Plan by the City Council, and recommended approval of said application by its Resolution No. 17- 01-01, and determined that, subject only to such approval, the proposed Project Area is presently in full compliance with all requirements of the City of Glenpool Zoning Code and Comprehensive Plan applicable to the uses proposed by the Project Plan; and

WHEREAS, on January 17, 2017, the City of Glenpool City Council approved Zone Change Application GZ-259, amending the relevant portion of the Project Area zoning map from IL (Industrial Light Manufacturing and Research and Development District) and CS (Commercial Shopping Center District) to CG (Commercial General District) and granted the application for abandonment of so much of Planned Unit Development PUD-24 as applied to the Project Area, both as submitted by the Developer, thereby bringing the Project Area into full compliance with the City of Glenpool Zoning Code and Comprehensive Plan with respect to the Project Plan; and

WHEREAS, on January 17, 2017, the City of Glenpool conducted its second duly noticed public hearing on the Project Plan for the purpose of giving any interested persons the opportunity to express their views on the Project Plan, all in accordance with Section 859 of the Local Development Act; and

WHEREAS, the City Council of the City of Glenpool approved and adopted the Project Plan and established the South 75 Business Park Increment District in accordance therewith, and

provided that implementation of the Project Plan will be undertaken by designation of the Glenpool Industrial Authority (the “**Authority**”) as the public entity authorized to carry out and administer the Project Plan and to exercise all powers necessary thereto, all by adoption of its Ordinance No. 733 on January 17, 2017, and fully in accordance with all requirements of the Local Development Act; and

WHEREAS, during the course of implementing the Project Plan, the Authority, based on findings presented to it by the Developer and by staff of the City of Glenpool, has determined that a minor amendment of the Project Plan, as set forth in this Ordinance amending Ordinance No. 733, is permissible, necessary and appropriate, in accordance with Section 858(D) of the Local Development Act; and

WHEREAS, such minor amendment does not change the character or purpose of the Project Plan; does not add more than five percent (5%) to the Increment District's area; and does not add more than five percent (5%) to the qualified project costs of the Project Plan to be financed by apportioned tax increments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, TO-WIT:

SECTION 1. Approving and Adopting the Amended Project Plan Relating to Increment District Number One, City of Glenpool, Oklahoma. The Project Plan, as adopted by Ordinance No. 733, and as amended by the Authority in accordance with the request of the Developer and the recommendation of staff of the City of Glenpool, (the “**Amended Project Plan**”) is hereby adopted and approved in the form presented to the Authority and to the City Council.

SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings. All actions taken, and recommendations, findings and conclusions made by the Authority in connection with the amended qualified project costs (“**Amended Qualified Project Costs**”) set forth in the Amended Project Plan, and as attached hereto and incorporated herein by reference as Exhibit 1, are hereby ratified and confirmed.

SECTION 3. Apportioning Incremental Ad Valorem Tax Revenues. The apportionment of fifty percent (50%) of ad valorem tax increments pursuant to Section 6 of Ordinance No. 733 shall terminate upon the final payment or reimbursement of all Amended Qualified Project Costs incurred in connection with implementation of the Amended Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any Developer indebtedness, as defined in the Project Plan; *provided*, however, that in no case shall the apportionment of revenues pursuant hereto, together with revenues apportioned in accordance with Section 7 of Ordinance No. 733 as amended hereby, exceed an aggregate sum of Five Million Two Hundred Fifty Thousand and NO/100 Dollars (\$5,250,000.00) or extend beyond ten (10) years from the Commencement Date, as defined in the Project Plan, whichever occurs first, unless such period is modified by subsequent action of the Authority.

SECTION 4. Apportioning Incremental Sales Tax Revenues. The apportionment of fifty percent (50%) of increments of such sales taxes as are levied pursuant to Ordinances 40, 176 and 457 of the City of Glenpool in an aggregate amount equivalent to four percent (4%) of retail sales [resulting in apportionment of two percent (2%) of retail sales] generated within the South 75 Business Park Increment District, as such increments are determined and defined by the Local Development Act (the "Sales Tax Increment Revenues"), are to be apportioned and set aside from all other sales taxes levied within the South 75 Business Park Increment District, to be used exclusively for:

(a) The payment or reimbursement of Amended Qualified Project Costs, as defined in Section 852(14) of the Local Development Act and as set forth Exhibit 1 hereto, incurred in connection with the development or construction of the Project identified in the Project Plan;

(b) Reimbursement of the City, or any agency thereof or public trust of which it is the beneficiary, which has paid Project Costs or Amended Project Costs from funds which were not increments derived from the South 75 Business Park Increment District, but only to the extent that such sums were actually paid; and

(c) Payment of principal, interest and premium, if any, on any Developer indebtedness as defined in the Project Plan, all or a portion of the proceeds of which are to be used in accordance with clauses (a) or (b) above.

The apportionment of fifty percent (50%) of ad valorem tax increments in accordance with Section 7 of Ordinance No. 733 as amended hereby or this Section 4, shall terminate upon the final payment or reimbursement of all Amended Qualified Project Costs incurred in connection with the Project identified in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any Developer indebtedness, as defined in the Project Plan; *provided*, however, that in no case shall the apportionment of revenues pursuant hereto, together with the revenues apportioned in accordance with Section 3 hereof or Section 6 of Ordinance No. 733, exceed an aggregate sum of Five Million Two Hundred Fifty Thousand and NO/100 Dollars (\$5,250,000.00) or extend beyond ten (10) years from the Commencement Date, as defined in the Project Plan, whichever occurs first, unless such period is modified by subsequent action of the Authority.

SECTION 5. Appeal or Modification of Ordinance; No Contractual Obligations Past the Fiscal Year. The City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year with regard to the establishment or maintenance of the South 75 Business Park Increment District, or the apportionment of ad valorem tax or sales tax increments; *provided*, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives.

SECTION 6. Limitation of Amendment of Ordinance No. 733. Except as otherwise expressly stated in this amending ordinance and in Exhibit 1 hereto, Ordinance No. 733 shall remain in full force and effect with respect to implementation of the Project Plan and the Amended Project Plan, and administration of the South 75 Business Park Increment District.

SECTION 7. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by competent legal authority, such portion shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption, as provided by Oklahoma law.

PASSED and ADOPTED by the City Council of the City of Glenpool, Oklahoma this 19th day of March 2018.

CITY OF GLENPOOL

Timothy Lee Fox, Mayor

ATTEST

Susan White, City Clerk

APPROVED AS TO FORM AND SUBSTANCE

Lowell Peterson, City Attorney/
Local District Counsel

AMENDED

**PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER ONE, CITY OF GLENPOOL, OKLAHOMA
(SOUTH 75 BUSINESS PARK INCREMENT DISTRICT)**

Amended by the

GLENPOOL INDUSTRIAL AUTHORITY

In conjunction with

FORD DEVELOPMENT CORPORATION

DATED: MARCH 19, 2018

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APPENDIX A – Legal Description, Street Address and Sketch of the Boundaries of the Increment District and Project Area (Co-Extensive)

APPENDIX B – Description of Proposed Public Works and Private Improvements

APPENDIX C – Projected Ad Valorem and Sales Tax Increments and Apportionment

APPENDIX D – Projected Development Costs (Proposed Qualified Project Costs)

APPENDIX E – Project Financing Plan (Public and Private)

APPENDIX F – Map of Existing Uses and Conditions of the Property Within the Project Area (Increment District)

APPENDIX G – Description of Current Zoning; Preliminary Plat; Application for Zone Change and Abandonment of PUD

APPENDIX H – IMPACT ANALYSIS – Impact of Proposed Ad Valorem Increment Apportionments on Other Taxing Jurisdictions within Proposed Increment District; Impact on Surrounding Host Community Outside of Increment District; Effect on Generating “Spinoff” Development of Residential/Hotel/Commercial/Office; Enhanced Job Opportunities, Resulting in Higher Payroll and Local Purchasing (Sales Tax Generation).

APPENDIX I - City Council Authorizing Resolution No. 16-10-02, adopted October 17, 2016.

[Copy of Impact Analysis must be included with notice of public hearings of

Exhibit 1

Council if mailed to persons who have registered with City Clerk

INTRODUCTION

By letter dated October 13, 2016, Ford Development Corporation (the “Developer”), proposed the establishment of a “tax increment district” within the City of Glenpool, Oklahoma (the “City”) as necessary to facilitate the Developer's proposal to develop, construct and operate a Business Park (the “Project Facilities”) to be located along U.S. Highway 75 in the City of Glenpool, Oklahoma (the “Project”). The assistance provided through such district will be used to reimburse all or a portion of the qualified project costs of extensive public infrastructure required in the development and construction of the Project Facilities. (See *Request and Proposal*, Appendix E.)

On October 17, 2016, the governing body of the City (the “City Council”) adopted Resolution No. 16-10-02, creating, authorizing and directing the City of Glenpool Local Development Act Review Committee (the “Review Committee”) to analyze the Developer's proposal and to determine whether the area described in the proposal (the “Project Area”) will qualify as a “tax increment district” pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850, *et seq.*, of the Oklahoma Statutes (the “Local Development Act”). (See *Glenpool City Council Resolution No. 16-10-02*, Appendix I.)

Before a “tax increment district” may be established, the Local Development Act, at Sections 855-856, requires that the City shall cause to be prepared, and the Review Committee, City Planning Commission and City Council shall consider and act upon, a project plan that must include the following:

1. A description of the proposed boundaries of the district and the proposed boundaries of the project area, by legal description and by street or other recognizable physical feature accompanied by a sketch clearly delineating the area in detail;
2. A general description of the kind, number and location of the proposed public works or improvements, the anticipated private investments and the estimated public revenues which should accrue from development of the Project;
3. A list of estimated project costs including administrative expenses;
4. A general description of the methods of financing the estimated project costs, the expected sources of revenue to finance or pay project costs, and the general time when the costs or monetary obligations related thereto are to be incurred;
5. A map showing existing uses and conditions of real property in the district and a map showing proposed improvements to and proposed uses of that property;
6. Proposed changes in zoning;
7. Proposed changes in the master plan and city ordinances if required to implement the project plan;

Exhibit 1

8. The name of the person who shall be in charge of the implementation of all of the project plans of the district with such name being forwarded to the Oklahoma Department of Commerce; and

9. A designation of any public entity to be authorized to carry out all or part of the project plan.

The Review Committee is required, by the Local Development Act, Section 855, to consider and make its findings and recommendations to the governing body, City Council in this case, with respect to conditions that establish the eligibility of the proposed district for funding by the apportionment of ad valorem tax increments. In this instance, the City and the Developer propose to use increments from ad valorem taxes levied upon taxable value of the Project Area in excess of the base assessed value, as well as the increment of sales tax payable to the City, to fund eligible "Project Costs," as that term is defined at Section 853(14) of the Act, all in accordance with Section 861 of the Act.

The Local Development Act also requires the Review Committee to prepare an "Impact Analysis" for the purposes of evaluating the positive and/or negative impact of tax increment apportionments pursuant to the Project Plan on the other taxing jurisdictions represented on the Review Committee and considering the impact of the Project on the surrounding community outside the tax increment district (such as enhanced property values; spinoff development of residential/hotel/commercial/office uses; etc.). (See *Impact Analysis*, Appendix H.)

With respect to the proposed Project, the foregoing requirements will be detailed as, and referred to as, components of the South 75 Business Park Increment District Project Plan (the "Project Plan").

This Project Plan has been prepared by the City, the Glenpool Industrial Authority (the "Authority") and legal consultants with direction and assistance from the Developer, to present the information required by the Local Development Act in relation to the establishment of "Increment District Number One, City of Glenpool, Oklahoma (South 75 Business Park Increment District)" (the "Increment District")¹.

¹ Any statements contained in this Project Plan or in the appendices involving matters of opinion, estimates or projections and whether or not expressly so stated, are intended as such and are not stated as representations of fact. Summaries of documents referred to herein do not purport to be complete or definitive, and all references made to such documents are qualified in their entirety by reference to the complete document. The information contained herein has been compiled from sources believed to be reliable, as of the date hereof. Such information is subject to change and/or correction at any time prior to adoption of this Project Plan by the City.

I. DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE INCREMENT DISTRICT AND THE PROJECT AREA

A. Boundaries of the Increment District by Legal Description, Street Address and Sketch. The legal description, such street addresses as have been assigned, and sketch of the Increment District are as provided on **Appendix “A.”**

B. Boundaries of the Project Area by Legal Description, Street Address and Sketch. The Project Area and the boundaries of the Increment District are co-extensive. Thus, the legal description, street address and sketch of the Project Area are the same as those of the Increment District found in Appendix A.

II. GENERAL DESCRIPTION OF THE KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS OR IMPROVEMENTS, ANTICIPATED PRIVATE IMPROVEMENTS, AND ESTIMATED PUBLIC REVENUES WHICH SHOULD ACCRUE FROM DEVELOPMENT OF THE PROJECT

A. Proposed Public Works or Improvements. The public works or improvements to be authorized and constructed under this Project Plan include: storm water drainage and sanitary sewer facilities, site development, grading and paving of streets and parking areas, water line extensions, and erosion controls as required in the development and construction of the Project. Assistance for these public works or improvements to be provided to the Developer pursuant to the terms of this Project Plan includes reimbursement from ad valorem and sales tax increments of all or a portion of the costs associated with these improvements, in an amount not to exceed ~~\$5,000,000~~\$5,250,000 (or for a period not to exceed the ten-year term of the Increment District, whichever occurs first). Without limitation, the costs for which payment to the Developer may be made shall include only such costs as are included in the definition of “Project Costs” in Section 853 of the Local Development Act. Payment may also be made for qualified Project Costs that have been incurred prior to approval of this Project Plan. The improvements for which financing assistance is to be provided, and the anticipated amount of qualified Projects Costs, are detailed in Section III of this Project Plan.²

B. Anticipated Private Improvements. The private improvements proposed for the Project Area/Increment District include a single large-scale commercial use on the southernmost parcel of the property at the southeast corner of the intersection of 166th Street and U.S. Highway 75 (there is currently an automobile dealership proposed for that location and agreements have been reached with the owner/licensee). Although the Developer is not at liberty to disclose any proprietary or confidential information regarding the proposal for this site, Ford Development Corporation can represent that there is a reasonable certainty that the transaction will be concluded favorably if the Project Plan is adopted by the City Council. The remaining parcels,

² Please see Appendix B for a graphic depiction of the completed development, including public works to be installed on the site and the proposed additional construction of structures and amenities by private investment for commercial/retail/warehouse and office mixed uses.

Exhibit 1

extending southward from 161st Street/U.S. Highway 75 to 166th Street/U.S. Highway 75, are scheduled for phased development as a combination of retail, warehouse and office spaces.

C. Estimated Public Revenues. The City estimates that the public works or improvements described in this Project Plan, together with the private development, will result in ad valorem and sales taxes increments that are conservatively stated on Appendix C. These public revenues are estimated to accrue, as follows:

1. Ad Valorem Taxes. The estimates regarding incremental ad valorem taxes on Project Area property are based upon an assessment ratio of eleven percent (11%) for real property and a tax rate of 116.21 mils. Ad valorem taxable value generated by the construction of the Project will increase by as much as \$9,000,000 in the first year of taxation (2019, based on construction being completed in late 2017), to \$12,946,000 per year for the remaining nine years of the ten-year term authorized for Increment District operations. This is expected to generate approximately \$8,600,000 in new ad valorem revenues over the term of the Increment District. See *Ad Valorem Tax Increment Calculations*, Appendix C.

2. Sales Tax. The City shall collect a three-percent (3.0%) sales tax on all taxable retail sales within the Increment District, pursuant to City Ordinances 40 and 176 (the Project Area is presently vacant land and there are presently no taxable retail sales within the Project Area). The Tax Reimbursement Agreement between the City (and the Authority) and the Developer will apportion two-percent (2.0%) of taxable sales occurring within the entirety of Project Area. Estimates of incremental sales tax are based upon collections only from the automobile dealership phase of the Project and, therefore, the projections are conservative. See *Ad Valorem Tax Increment Calculations*, Appendix C.

The aggregate of ad valorem and sales tax increments eligible for reimbursement to the Developer of qualified Projects Costs is also shown Appendix C.

III. ESTIMATED PROJECT COSTS, INCLUDING ADMINISTRATIVE EXPENSES ³

A. Site Grading and Paving of Streets and Parking Areas. On-site infrastructure improvements will include substantial grading of the entire, presently vacant, Project Area, construction of a dedicated public street through the Project Area and related amenities as appropriate or required for commercial sites in the City of Glenpool. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately ~~\$2,525,850~~\$1,986,874.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and fixtures, including streets and any similar public improvements, common utility or service facilities, related landscaping, parking, and water detention / retention systems; the actual cost of the clearing and grading of the project site and any environmental remediation related thereto;

Exhibit 1

utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal services.

B. Storm Sewer, Sanitary Sewer and Water Line Extensions.

Infrastructure improvements will include the construction of a sanitary sewer main line within the Project Area and extensions throughout the Project Area. While costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately ~~\$1,289,121~~ \$1,412,698.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and fixtures, including sanitary and storm water sewers, water distribution, fire suppression and similar public improvements, related common utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

C. Erosion Control and Landscaping.

Utility infrastructure improvements will necessitate the installation and implementation of erosion control measures sufficient to meet Oklahoma Department of Environmental Quality requirements and landscaping measures to meet regulatory standards of the City. While costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately ~~\$153,454~~ \$140,320.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and fixtures, including grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

D. Construction of U.S. Highway 75 Traffic Improvements.

Roadway and site access infrastructure improvements will include the construction of innovative traffic control designs within the Project Area that will be of benefit to all users of Highway 75 (a high traffic commuter corridor). While these costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately ~~\$400,000~~ \$660,075.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and fixtures; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

E. Professional Fees; Engineering/Surveying; Legal Costs of Establishing District; Administrative Costs and Financing Costs/Interest Expense. “Engineering and Surveying Fees” include all direct costs of designing, organizing, implementing, supervising,

³ Please see Appendix D for detailed presentation of Projected Project Costs.

Exhibit 1

administering and maintenance costs over the term of the Increment District. These costs are estimated to be approximately \$10,000 per year for the 10-year term, or \$100,000. "Organizational Costs" include the legal and clerical charges for time spent drafting the Project Plan, coordinating exhibits, contacting and organizing the Review Committee and drafting contracts to implement the Project Plan. Such costs are expected to be a single expense of \$30,000. "Administrative Costs" include reasonable charges for the time spent by employees of the City and the Authority, or employees of private entities under contract with either public entity for planning and implementation of the Project Plan, including professional service costs incurred for architectural, planning, engineering, legal, financial and bond counsel's advice and services; and costs for determining or re-determining the base assessed value of the Increment District. It is estimated that such administrative costs will not exceed \$10,000 per year, for a total of \$100,000 over the 10-year term of the Increment District. Financing and interest costs on debt incurred by the Developer for the initial costs of funding all the foregoing is expected to total \$401,575. This item E. comes to an aggregate sum of ~~\$631,575~~\$1,050,093.

Summation:

Project Development/Construction Costs	\$4,368,425 <u>\$4,199,907</u>
<u>[Reflects increases in waterline expansion and alternative highway improvements]</u>	
Organizational Costs	30,000
Engineering/Surveying Fees	100,000 <u>600,000</u>
<u>[Reflects increases in waterline expansion and alternative highway improvements]</u>	
Administrative Costs (\$10,000/year for ten years)	100,000
Financing Costs/Interest	401,575 <u>320,093</u>

TOTAL OF ESTIMATED QUALIFIED PROJECT COSTS	\$5,000,000 <u>\$5,250,000</u>
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IV. GENERAL DESCRIPTION OF METHODS OF FINANCING ESTIMATED PROJECT COSTS, EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, AND GENERAL TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

A. Methods of Financing Project Costs. It is expected that all qualified Project Costs described above will be paid from a combination of debt incurred by the Developer and the Developer's equity. Prospective investors in the Project have represented that it would be infeasible for them to finance the Project without the assistance offered under the Local Development Act. Please see Appendix E for a more detailed Project financing plan, to include the original request and proposal submitted by the Developer, the Tax Reimbursement Agreement of the City and the Authority with the Developer, proceeds from one or more notes or other evidences of indebtedness obtained by the Developer, the schedule for payment of Project Costs over the term of the District, reimbursement payments

Exhibit 1

from tax increment revenues included in Appendix C, and from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated.

B. Expected Sources of Revenues. As provided by Section 861 of the Local Development Act, reimbursement for the Developer's payment of equity funds and principal and interest costs on the redemption of the Developer's debt that have been expended on qualified Project Costs will be made from fifty-percent (50%) of the ad valorem tax revenue increments over tax collected on the base assessed value and from two-percent (2.0%) of all sales tax revenues generated by the Project above any collected prior to commencement of the Increment District, up to a maximum of ~~\$5,000,000~~\$5,250,000 or until expiration of the ten-year term of the Increment District, whichever occurs sooner. (Such revenues are referred to as the "Tax Increment Revenues").

In accordance with the provisions of the Local Development Act, increments of ad valorem taxes and sales tax generated within the Increment District, as such increments are determined and defined by the Local Development Act, are to be apportioned and, when collected, shall be paid into an apportionment fund established for Project Costs and the payment of principal and interest incurred. Such funds are segregated from the base ad valorem and sales taxes levied within the Increment District prior to the collection of increments attributable to Project improvements, and to be used exclusively for reimbursement to the Developer of the payment for qualified Project Costs (as defined in the Local Development Act) incurred in connection with the development and construction of the Project.

The apportionment of ad valorem tax and sales tax increments pursuant to this Section IV shall terminate upon the reimbursement for all qualified Project Costs incurred in connection with this Project Plan up to a maximum of ~~\$5,000,000~~\$5,250,000; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond ten years from the effective date of the Increment District established in the ordinance of the governing body adopting this Project Plan, unless such period is modified by subsequent action of the City Council.

Pursuant to the Local Development Act, the Tax Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to a special fund to be known as the "Increment District Apportionment Fund" (the "Apportionment Fund"), which fund will be held by and be the property of, the Authority. No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the General Fund of the City. All Tax Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and pledged as security for the payment of the authorized reimbursements to the Developer. (Such account shall be designated as the "Tax Increment Revenue Account").

C. Time When Costs or Monetary Obligations Are to Be Incurred. All qualified Project Costs described herein (with the exception of annual finance and administrative costs) will be incurred no later than July 1, 2019, in substantial conformance to the expenditure schedule at Appendix E. Financing costs and annual administrative costs

will be incurred during the remaining term of the district.

D. Compliance with Allowable Term of TIF District. Pursuant to the anticipated ordinance of the governing body establishing the Increment District, its effective date will be January 1, 2019. This date is set in accordance with the way ad valorem taxes are assessed and collected. Assuming no improvements are completed and generating revenue until 2018, they would not appear on the assessments until January 2019. Incremental increases in the property value during 2017 and 2018 due to on-going construction will be reflected in adjustments to the base assessed value. Apportionment of tax increment revenues for ten (10) years from the effective date of the ordinance adopting this Project Plan will remain within the twenty-five (25) year maximum time period allowed for apportionment of such revenues pursuant to the Local Development Act.

E. Return of Excess Revenues. The City anticipates that the total of all Tax Increment Revenue collections will not exceed the amount to be expended on reimbursements to the Developer of Project Costs. However, in the event that Tax Increment Revenues do exceed the maximum repayment of Project Costs, then all excess Tax Increment Revenues will be returned to the respective taxing jurisdictions, as required by Section 861 of the Local Development Act.

V. MAP SHOWING EXISTING USES AND CONDITIONS; AND MAP SHOWING PROPOSED IMPROVEMENTS AND USES

See Appendix F for a map showing the existing uses and conditions of the Project Area within the proposed Increment District. See Appendix B for a map showing the proposed improvements and uses as discussed in Section II above.

VI. PROPOSED CHANGES IN ZONING

The Developer has already obtained the necessary zoning (Commercial General District) and approval of the preliminary plat to allow one commercial lot and one reserve area on approximately 40 acres located in the southeast corner of 166th Street South and US Highway 75 as shown at Appendix G. Development of this tract will be completed as the first phase of the Project and will be the site for the anticipated automobile dealership. The Developer has also applied for abandonment of Planned Unit Development 24 and a zone change from Light Industrial to Commercial General for approximately 84 acres in the northeast corner of 166th Street South and US Highway 75 as shown at Appendix G. It is anticipated that, prior to the commencement date of the Increment District established by the ordinance adopting this Project Plan, the Developer will secure the necessary changes in zoning from Light Industrial Districts to Commercial Districts. All zoning of the Project Area will comply with the City of Glenpool Zoning.

**VII. PROPOSED CHANGES IN THE MASTER PLAN AND
CITY ORDINANCES IF REQUIRED TO IMPLEMENT THE
PROJECT PLAN**

Section 854(13) of the Local Development Act confers the power on the City to “[a]dopt ordinances or resolutions or repeal or modify such ordinances or resolutions or establish exceptions to existing ordinances and resolutions regulating the design, construction, and use of buildings.” No modifications or exceptions to the Comprehensive Plan or City ordinances, other than the zoning change discussed in Section VI above, are necessary to accommodate this Project Plan. The City Council is presently engaged in an approximately nine-month review and revision of its Comprehensive Plan and may find it necessary or convenient to exercise this power during the term of the Increment District and reserves the right to do so.

**VIII. NAME OF PERSON IN CHARGE OF IMPLEMENTATION OF
THE PROJECT PLAN OF THE DISTRICT**

The Chairman of the Authority, Timothy Fox or his successor(s), shall be the person in charge of the implementation of this Project Plan in accordance with the provisions, authorization, and respective delegations of responsibilities contained herein and in the proposed ordinance to be adopted by the governing body.

**IX. DESIGNATION OF PUBLIC ENTITY AUTHORIZED TO CARRY
OUT ALL OR A PART OF THE PROJECT PLAN**

The Glenpool Industrial Authority is designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be “minor” if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not add more than five percent (5%) to the Increment District's area; or (iii) does not add more than five percent (5%) to the public costs of the Plan to be financed by apportioned tax increments, all as determined on a cumulative basis.

Exhibit 1

This Project Plan has been adopted as part of the implementation of the Increment District Number One, City of Glenpool (South 75 Business Park Increment District) Resolution No. 16-10-02, adopted by the City of Glenpool City Council on October 17, 2016 (the “Authorizing Resolution”). The Authorizing Resolution may be found at Appendix I to this Project Plan. The Authorizing Resolution anticipates the use of ad valorem and sales tax increments to pay authorized Project Costs as described in this Project Plan.

Exhibit 1

**APPENDICES OMITTED IN AMENDED PROJECT PLAN
NO CHANGE EXCEPT QUALIFIED PROJECT COSTS ATTACHED
SEPARATELY**

EXHIBIT 2 to GIA Resolution No. 2018003

**South 75 Business Park Tax Increment District No. One, Glenpool, Oklahoma
Amended Qualified Project Costs *
For Amended Project Plan and Amended Sales Tax Reimbursement Agreement**

			<u>Original</u>
1. Infrastructure:			
Phase 1	555,310		
Phase 3	1,492,231		
Phase 4	494,643		
Water lines (156 th Street to 166 th Street)	738,056		
Water lines (Mark Allen Chevrolet)	<u>119,272</u>	3,399,512	[3,868,425]
2. Highway improvements/adjustments		660,075	[400,000]
3. Professional fees		600,000	[100,000]
4. Landscaping		140,320	[100,000]
5. Legal fees re: establishment of TIF		30,000	[30,000]
6. Administrative fees – Glenpool Industrial Authority		100,000	[100,000]
7. Financing costs/interest expense		<u>320,093</u>	<u>[401,575]</u>
Total		<u>5,250,000</u>	<u>[5,000,000]</u>

CHANGE ORDER

Contractor:
IRA M. GREEN CONSTRUCTION
P.O. BOX 813
CLAREMORE, OK 74018
918-342-0840

Project:
South 75 Business Park

Date
8/25/2017

Owner:
South 75 Business Park, LLC
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

Description of change in work performed

Water line size change from 8" to 12" along with valves and fittings

The original contract sum was :	\$ 547,091.60
Net amount previous change orders	\$ -
Total amount contract amount plus or minus net changes orders:	\$ -
Total amount this change order	\$ 8,218.00
The new contract amount including this change order will be:	\$ 555,309.60
The contract time will be changed by the following numbers of days:	0 days

Contractor:

Ira M. Green Construction : President Brian J. Green

Date: 8-25-17

Owner:

South 75 Business Park

Date: 8/28/17

Estimate
for
South 75 Business Park Phase 3
Grading, Paving, Storm, Sanitary Sewer, and Erosion Control
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				
Grading				
101.	GENERAL SITE GRADING			
a.	10.3 Acres	Clearing & Grubbing (includes tree removal)	\$ 1,500.00	\$ 15,450.00
c.	6,273 CY	Stripping, 6" deep, Stockpile & Replace	\$ 6.00	\$ 37,638.00
d.	4,860 CY	Unclassified Excavation & Site Grading	\$ 6.50	\$ 31,590.00
h.	3,850 SY	Solid Slab Sod on Pond Slopes and Swales	\$ 3.50	\$ 13,475.00
Total Grading Base Bid				\$ 98,153.00

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				
Paving				
201.	FINE GRADING & SUBGRADE PREPARATION			
	<i>(Quantities to 2 feet behind back of curb. Refer to Geotechnical Report for treatment options.)</i>			
a.	9,767 SY	Fine Grading for Paving	\$ 1.50	\$ 14,650.50
d.	9,767 SY	10" Select Fill	\$ 6.00	\$ 58,602.00
202.	PAVING, IN PLACE			
a.	7,910 SY	ODOT Type "A" Asphaltic Concrete Paving, 6.0" thick	\$ 20.75	\$ 164,132.50
b.	7,910 SY	ODOT Type "B" Asphaltic Concrete Paving, 2.0" thick	\$ 8.85	\$ 70,003.50
c.	564 SY	Portland Cement Concrete, 6.0" thick	\$ 30.00	\$ 16,920.00
203.	CONCRETE CURB & GUTTER, IN PLACE			
a.	4,011 LF	Concrete Curb and Gutter, 6" Barrier	\$ 14.50	\$ 58,159.50
204.	CONCRETE RAMP, IN PLACE			
a.	8 EA	Concrete Handicap Ramp, 4" Thick, with Tactile Warning	\$ 692.50	\$ 5,540.00
205.	CONCRETE SIDEWALK, IN PLACE			
a.	1,330 LF	5.0' Wide Concrete Sidewalk, 4" Thick (One side of the road)	\$ 28.00	\$ 37,240.00
206.	PAVEMENT MISCELLANEOUS			
a.	2,649 SY	Slab Sod, to 6' Behind Curb	\$ 3.50	\$ 9,271.50
b.	1 LS	Thermoplastic Pavement Striping	\$ 8,000.00	\$ 8,000.00
c.	6 EA	Adjust Surface Structures In Paving to Grade	\$ 640.00	\$ 3,840.00
207.	CONDUIT, IN PLACE			
a.	250 LF	Pipe, 4" PVC Sch 40 (includes approved end-of-trench markers)	\$ 15.00	\$ 3,750.00
Total Paving Base Bid				\$ 450,109.50

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				
Storm Sewer				
301.	RIGHT-OF-WAY CLEARING AND RESTORING **			
a.	2,469 LF	Right-of-Way Clearing and Restoring	\$ 4.00	\$ 9,876.00
302.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	2,400 CY	Excavation and Backfill, Unclassified	\$ 3.50	\$ 8,400.00
304.	PIPE, REINFORCED CONCRETE (RCP), IN PLACE *			
a.	336 LF	30-Inch RCP, ASTM C76, Class III, Wall B	\$ 82.50	\$ 27,720.00
b.	1,589 LF	24-Inch RCP, ASTM C76, Class III, Wall B	\$ 73.50	\$ 116,791.50
c.	37 LF	18-Inch RCP, ASTM C76, Class III, Wall B	\$ 72.50	\$ 2,682.50
d.	508 LF	15-Inch RCP, ASTM C76, Class III, Wall B	\$ 63.00	\$ 32,004.00
306.	INLETS, IN PLACE			
	<i>(Storm contractor to provide grates, frames & curb hoods to be set by paving contractor)</i>			
a.	9 EA	Std. Design 2(B) Curb Inlet	\$ 3,200.00	\$ 28,800.00
b.	2 EA	Std. Design 3 Curb Inlet	\$ 3,600.00	\$ 7,200.00
c.	1 EA	Std. Design 2 Curb Inlet	\$ 3,000.00	\$ 3,000.00
307.	JUNCTIONS, IN PLACE			
a.	5 EA	Std. 5' ID Precast Concrete Manhole	\$ 3,150.00	\$ 15,750.00
b.	1 EA	Std. 8'x6' Precast Concrete Junction Box	\$ 9,000.00	\$ 9,000.00
c.	1 EA	Std. 4'x4' Precast Concrete Junction Box	\$ 5,000.00	\$ 5,000.00
308.	OUTLETS, IN PLACE			
	<i>(All outlet structures include minimum 3' deep concrete toewall, unless otherwise noted)</i>			
a.	4 EA	Std. 24" Precast Concrete End Section	\$ 2,200.00	\$ 8,800.00
b.	4 EA	Std. 30" Precast Concrete End Section	\$ 2,600.00	\$ 10,400.00
c.	1 EA	Special Pond Outlet Structure	\$ 18,000.00	\$ 18,000.00
309.	CHANNEL, IN PLACE			
a.	918 LF	ODOT Paved Ditch, Design No 2 (10.0' wide)	\$ 75.00	\$ 68,850.00
Total Storm Sewer Base Bid				\$ 372,274.00

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				
Sanitary Sewer				
401.	RIGHT-OF-WAY CLEARING AND RESTORING **			
a.	2,838 LF	Right-of-Way Clearing and Restoring	\$ 5.00	\$ 14,190.00
402.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	1,446 CY	Excavation and Backfill, Unclassified	\$ 5.00	\$ 7,230.00
404.	PIPE, POLYVINYL CHLORIDE (PVC), FOR SEWER SERVICE, IN PLACE *			
a.	2,173 LF	8-Inch PVC Pipe, ASTM D1784, SDR35	\$ 38.00	\$ 82,574.00
405.	MANHOLE, IN PLACE			
a.	10 EA	Std. 4 'ID Precast Concrete Manhole	\$ 2,800.00	\$ 28,000.00
b.	45 EA	Std. 4 'ID Precast Concrete Manhole, Additional Depth >6'	\$ 137.50	\$ 6,187.50
407.	CONNECTION, IN PLACE			
a.	1 EA	Connect to Existing Manhole	\$ 2,200.00	\$ 2,200.00
c.	6 EA	8"x8"x6" Service Tee	\$ 500.00	\$ 3,000.00
410.	LIFT STATION AND FORCE MAIN, IN PLACE			
a.	1 EA	Pumps, Controllers, doors, hoist	\$ 25,000.00	\$ 25,000.00
b.	1 EA	8' Wet well (Concrete), valves, riser pipe	\$ 20,000.00	\$ 20,000.00
c.	1 EA	Natural gas Generator 25-30kva	\$ 35,000.00	\$ 35,000.00
d.	1 EA	SCADA/telemetry system, RFScada, UHF Radio, Antenna Incl. L	\$ 6,145.00	\$ 6,145.00
e.	1 EA	Lift Station Labor & Installation	\$ 45,000.00	\$ 45,000.00
e.	2,828 LF	8" HDPE C906 Force Main, Class 160, DR 11	\$ 18.00	\$ 50,904.00
f.	1 LS	Concrete Pad, Fence & Paved Access Drive	\$ 25,000.00	\$ 25,000.00
Total Sanitary Sewer Base Bid				\$ 350,430.50

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				

Erosion Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1 EA	Stabilized Construction Entrance	\$ 3,425.00	\$ 3,425.00
b.	12 EA	Inlet Protection Devices	\$ 375.00	\$ 4,500.00
c.	9 EA	Outlet Protection Devices	\$ 562.50	\$ 5,062.50
d.	4,011 LF	Silt Fence for Erosion Stabilization	\$ 3.40	\$ 13,637.40

Total Erosion Control Base Bid \$ 26,624.90

Total Base Bid \$ 1,297,591.90

Total Base Bid with 15% Contingency \$ 1,492,230.69
Estimated Engineering/Surveying Fees \$ 223,834.60

Grand Total Base Bid \$ 1,716,065.29

Estimate
for
Grading, Paving, Storm Sewer, and Erosion Control
South 75 Business Park Phase 4
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				

Grading

101. GENERAL SITE GRADING

a.	2.8 Acres	Clearing & Grubbing (includes tree removal)	\$ 1,500.00	\$ 4,200.00
c.	2,279 CY	Stripping, 6" deep, Stockpile & Replace	\$ 6.00	\$ 13,674.00
d.	1,500 CY	Unclassified Excavation & Site Grading	\$ 6.50	\$ 9,750.00

Total Grading Base Bid \$ 27,624.00

Paving

201. FINE GRADING & SUBGRADE PREPARATION

(Quantities to 2 feet behind back of curb. Refer to Geotechnical Report for treatment options.)

a.	5,518 SY	Fine Grading for Paving	\$ 1.50	\$ 8,277.00
d.	5,518 SY	10" Select Fill	\$ 6.00	\$ 33,108.00

202. PAVING, IN PLACE

a.	4,405 SY	ODOT Type "A" Asphaltic Concrete Paving, 6.0" thick	\$ 20.75	\$ 91,403.75
b.	4,405 SY	ODOT Type "B" Asphaltic Concrete Paving, 2.0" thick	\$ 8.85	\$ 38,984.25

203. CONCRETE CURB & GUTTER, IN PLACE

a.	2,403 LF	Concrete Curb and Gutter, 6" Barrier	\$ 14.50	\$ 34,843.50
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204. CONCRETE RAMP, IN PLACE

a.	4 EA	Concrete Handicap Ramp, 4" Thick, with Tactile Warning	\$ 692.50	\$ 2,770.00
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205. CONCRETE SIDEWALK, IN PLACE

a.	1,202 LF	5.0' Wide Concrete Sidewalk, 4" Thick	\$ 28.00	\$ 33,656.00
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206. PAVEMENT MISCELLANEOUS

a.	1,602 SY	Slab Sod, to 6' Behind Curb	\$ 3.50	\$ 5,607.00
b.	1 LS	Thermoplastic Pavement Striping	\$ 6,000.00	\$ 6,000.00
c.	5 EA	Adjust Surface Structures In Paving to Grade	\$ 640.00	\$ 3,200.00

207. CONDUIT, IN PLACE

a.	150 LF	Pipe, 4" PVC Sch 40 (includes approved end-of-trench markers)	\$ 15.00	\$ 2,250.00
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Total Paving Base Bid \$ 260,099.50

2/9/2018

Grading, Paving, Storm, Sanitary Sewer, Waterline and Erosion Control to Serve
Project Name, City Oklahoma

Page 1 of 2

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				

Storm Sewer

301.	RIGHT-OF-WAY CLEARING AND RESTORING **			
a.	1,091 LF	Right-of-Way Clearing and Restoring	\$ 4.00	\$ 4,364.00
302.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	1,000 CY	Excavation and Backfill, Unclassified	\$ 3.50	\$ 3,500.00
304.	PIPE, REINFORCED CONCRETE (RCP), IN PLACE *			
a.	967 LF	24-Inch RCP, ASTM C76, Class III, Wall B	\$ 73.50	\$ 71,074.50
b.	124 LF	15-Inch RCP, ASTM C76, Class III, Wall B	\$ 63.00	\$ 7,812.00
306.	INLETS, IN PLACE			
	(Storm contractor to provide grates, frames & curb hoods to be set by paving contractor)			
a.	8 EA	Std. Design 2(B) Curb Inlet	\$ 3,200.00	\$ 25,600.00
307.	JUNCTIONS, IN PLACE			
a.	4 EA	Std. 5' ID Precast Concrete Manhole	\$ 3,150.00	\$ 12,600.00
b.	1 EA	Std. 4' ID Precast Concrete Manhole	\$ 2,150.00	\$ 2,150.00
Total Storm Sewer Base Bid				\$ 127,100.50

Erosion Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1 EA	Stabilized Construction Entrance	\$ 3,800.00	\$ 3,800.00
b.	8 EA	Inlet Protection Devices	\$ 375.00	\$ 3,000.00
d.	2,500 LF	Silt Fence for Erosion Stabilization	\$ 3.40	\$ 8,500.00
Total Erosion Control Base Bid				\$ 15,300.00

Total Base Bid \$ **430,124.00**

Total Base Bid with 15% Contingency \$ **494,642.60**

Estimated Engineering/Surveying Fees \$ **74,196.39**

Grand Total Base Bid \$ **568,838.99**

Estimate
for
Glenpool 12" Waterline Extension with Hill Cut
Grading, Storm Sewer, Waterline and Erosion Control
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				

Grading

101. GENERAL SITE GRADING

a.	5.5 Acres	Clearing & Grubbing (includes tree removal)	\$ 2,000.00	\$ 11,000.00
b.	4,397 CY	Stripping, 6" deep, Stockpile & Replace	\$ 6.00	\$ 26,382.00
c.	32,730 CY	Unclassified Excavation & Site Grading	\$ 6.50	\$ 212,745.00
d.	- CY	Rock Excavation & Haul-off	\$	\$ -
e.	5.5 Acres	Revegetation (Seeding)	\$ 2,000.00	\$ 11,000.00

Total Grading Base Bid \$ 261,127.00

Storm Sewer

301. RIGHT-OF-WAY CLEARING AND RESTORING **

a.	300 LF	Right-of-Way Clearing and Restoring	\$ 4.00	\$ 1,200.00
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302. EXCAVATION AND BACKFILL, UNCLASSIFIED

a.	300 CY	Excavation and Backfill, Unclassified	\$ 3.50	\$ 1,050.00
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305. PIPE, HIGH DENSITY POLYETHYLENE (HDPE), IN PLACE *

g.	300 LF	24-Inch HDPE, ADS N-12 ST IB, Corrugated, Smooth Interior	\$ 42.67	\$ 12,801.00
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308. OUTLETS, IN PLACE

(All outlet structures include minimum 3' deep concrete toewall, unless otherwise noted)

a.	4 EA	Std. 24" Precast Concrete End Section	\$ 1,800.00	\$ 7,200.00
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Total Storm Sewer Base Bid \$ 22,251.00

Item	Quantity	Description	Unit Cost	Extension
ENGINEER'S ESTIMATE				

Waterline

501. 12" Waterline Extension

a.	5,244 LF	12" PVC (includes fittings, trenching, & ROW restoration)	\$ 65.00	\$ 340,860.00
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Total Waterline Base Bid \$ 340,860.00

Erosion Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1 EA	Stabilized Construction Entrance	\$ 3,800.00	\$ 3,800.00
b.	EA	Inlet Protection Devices	\$ 100.00	\$ -
c.	- EA	Outlet Protection Devices	\$ 400.00	\$ -
d.	5,000 LF	Silt Fence for Erosion Stabilization	\$ 2.75	\$ 13,750.00

Total Erosion Control Base Bid \$ 17,550.00

Total Base Bid \$ 641,788.00

Total Base Bid with 15% Contingency \$ 738,056.20
Estimated Engineering/Surveying Fees \$ 110,708.43

Grand Total Base Bid \$ 848,764.63

Proposal
for
Mark Allen Chevrolet 12" Waterline Extension
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
Waterline				
501. RIGHT-OF-WAY CLEARING AND RESTORING **				
a.	1,315 LF	Right-of-Way Clearing and Restoring	\$ 2.00	\$ 2,630.00
502. EXCAVATION AND BACKFILL, UNCLASSIFIED				
a.	400 CY	Excavation and Backfill, Unclassified	\$ 2.00	\$ 800.00
503. PIPE, POLYVINYL CHLORIDE (PVC), FOR WATER SERVICE, IN PLACE *				
a.	1,255 LF	12-Inch PVC, AWWA C900, Class 200 (DR14)	\$ 47.00	\$ 58,985.00
b.	60 LF	12-Inch, HDPE AWWA C901 (DR9)	\$ 65.00	\$ 3,900.00
504. FITTINGS, IN PLACE				
a.	1 EA	12"x8" Cross	\$ 600.00	\$ 600.00
b.	2 EA	12" 45° Bend	\$ 300.00	\$ 600.00
c.	8 EA	12" 11.25° Vertical Bend	\$ 300.00	\$ 2,400.00
d.	1 EA	12" Plug	\$ 250.00	\$ 250.00
505. CONNECTION, IN PLACE				
a.	1 EA	Connect to Existing 12" Water Main	\$ 3,000.00	\$ 3,000.00
b.	1 EA	Connect to Mark Allen Existing 8" Waterline	\$ 3,000.00	\$ 3,000.00
506. VALVES, IN PLACE				
a.	2 EA	12" Gate Valve	\$ 2,250.00	\$ 4,500.00
b.	1 EA	12"x12"x12" Tapping Sleeve & Valve	\$ 1,800.00	\$ 1,800.00
c.	1 EA	12" Air Relief Valve and Vault	\$ 6,050.00	\$ 6,050.00
d.	1 EA	3-Way Fire Hydrant Assembly (includes hydrant & riser, 12"x12"x6" tee, gate valve, leader & blocking)	\$ 3,600.00	\$ 3,600.00
e.	1 EA	6" Fire Hydrant Extension	\$ 400.00	\$ 400.00
507. VALVE BOX				
a.	2 EA	Standard Valve Box	\$ 100.00	\$ 200.00
509. PAVEMENT, REMOVAL AND REPLACEMENT				
a.	50 LF	Bore and 24" Steel Conduit	\$ 220.00	\$ 11,000.00

Total Waterline Base Bid	\$ 103,715.00
Total Base Bid with 15% Contingency	\$ 119,272.25
Estimated Engineering/Surveying Fees	\$ 17,890.84
Grand Total Base Bid	\$ 137,163.09

**ENGINEER'S OPINION OF CONSTRUCTION COST FOR
INTERSECTION IMPROVEMENTS AT 163RD, 166TH, AND 168TH
ON US HIGHWAY 75, GLENPOOL, OK
PERMIT PLANS**



ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY						
1	201(A)	CLEARING AND GRUBBING	LS	1	\$16,875.00	\$16,875.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	7150	\$9.38	\$67,067.00
3	202(D)	UNCLASSIFIED BORROW	CY	2410	\$11.97	\$28,847.70
4	205(A)	TYPE A - SALVAGED TOPSOIL	LS	1	\$6,817.50	\$6,817.50
5	221(C)	TEMPORARY SILT FENCE	LF	1320	\$2.12	\$2,798.40
6	221(D)	TEMPORARY SEDIMENT FILTER	EA	10	\$163.67	\$1,636.70
7	232(A)	SEEDING METHOD A	AC	2	\$646.62	\$1,293.24
8	303(A)	AGGREGATE BASE, TYPE A	CY	3327	\$41.58	\$138,336.66
9	310(B)	SUBGRADE METHOD B	SY	9980	\$2.28	\$22,754.40
10	325	SEPARATOR FABRIC	SY	9980	\$1.36	\$13,572.80
11	409(A)	FABRIC REINFORCEMENT	SY	9980	\$2.10	\$20,958.00
12	411(B)	SUPERPAVE TYPE S3 (PG 64-22 OK)	TON	130	\$96.60	\$12,558.00
13	411(C)	SUPERPAVE TYPE S4 (PG 70-28 OK)	TON	49	\$135.37	\$6,633.13
14	509(B)	CLASS A CONCRETE	CY	55	\$571.92	\$31,455.60
15	609(B)	2'-8" COMB CRB & GUT (6" BARRIER)	LF	211	\$18.98	\$4,004.78
16	609(B)	MOUNTABLE CURB	LF	400	\$21.91	\$8,764.00
17	610(B)	CONCRETE DRIVEWAY	SY	1064	\$51.98	\$55,306.72
18	611(G)	INLET SMD (TYPE 2 GRATE)	EA	1	\$2,934.41	\$2,934.41
19	613(A)	13"x22" RC ARCH PIPE, CLASS III	LF	404	\$71.08	\$28,716.32
20	613(A)	24" RC PIPE, CLASS III	LF	10	\$98.24	\$982.40
21	613(M)	CULVERT END TREATMENT TYPE A6	EA	8	\$1,110.44	\$8,883.52
22	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$26,000.00	\$26,000.00
23	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	4650	\$5.46	\$25,389.00
24	641	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00
25	642	CONSTRUCTION STAKING	LS	1	\$5,000.00	\$5,000.00
TRAFFIC						
26	850(A)	SHEET ALUMINUM SIGNS	SF	298	\$18.61	\$5,545.78
27	851(C)	SQUARE TUBE POST	LF	336	\$11.25	\$3,780.00
28	856(A)	TRAFFIC STRIPE (MULTI-POLYMER)(6" WIDE)	LF	7432	\$1.40	\$10,404.80
29	856(A)	TRAFFIC STRIPE (MULTI-POLYMER)(8" WIDE)	LF	897	\$1.33	\$1,193.01
30	856(A)	TRAFFIC STRIPE (MULTI-POLYMER)(12" WIDE)	LF	298	\$2.66	\$792.68
31	856(A)	TRAFFIC STRIPE (MULTI-POLYMER)(24" WIDE)	LF	34	\$10.95	\$372.30
32	856(B)	TRAFFIC STRIPE (MULTI-POLYMER)(SYMBOLS, WORDS, ETC.)	EA	46	\$226.11	\$10,401.06
33	880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$30,000.00	\$30,000.00
BID ALTERNATES						
ALT 7	230(A)	SOLID SLAB SODDING	SY	7652	\$2.08	\$15,916.16
TOTAL (3 INTERSECTIONS)						\$660,074.91

U.S. Sign & Screenprinting LLC
 REMIT TO: P.O. Box 470425
 Tulsa OK 74147
 United States
 Phone: 918.209.5160
 Fax : 1.918.250.4534
 for Quote : devin@ussigninc.com
 www.ussigninc.com
 EIN # : 47-2587910



Quote 180004 - South 75 Tower

Expiration Date : 02/02/2018

Quote for	Contact	Shipping/Install
Tanner Consulting Tanner HQ 5323 S Lewis Ave Tulsa OK 74105 United States	Derek McCall Phone : (918) 745-9929 Email : dmccall@tannerbaitshop.com Address : Tanner HQ 5323 S Lewis Ave Tulsa OK 74105 United States	75 Shopping Center 151st and Highway Glenpool OK 74033 United States Ship By : INSTALL

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
180004	01/03/2018	Peter Janzen peter@ussigninc.com	Net 30		

Items

#	Item	Qty	Unit Price	To tal	Tax
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#	Item	Qty	Unit Price	Total	Tax
1	14'w X 35'h square tower Per customer-supplied drawings, but enlarged per conversation, manufacture a new 35'h tower sign with stone veneer, illuminated channel letters, and pop-steel roof. Four-pier foundation with I-beams extending the total height of the sign with spread concrete floor. Four columns with decorative stone work and arched columns with reveal at top. Columns to be covered with manufactured cultured stone veneer #1, final stone selection TBD. Central portion to have two sets of reverse-illuminated channel letters and two sets of illuminated lightboxes, 3 boxes per set. Channel letters will be fabricated aluminum, approx 3" thick, with LED's pointing back to surface, reading 'SOUTH 75' and 'GLENPOOL'. All letters will be mounted over popcorn textured dry-vit surface with fabricated border reveal. Surround will be veneered with manufactured stone TBD #2. All illumination by LED. Reveal separating stages 2 & 3. The upper portion of the sign will have manufactured cultured stone veneer #2, 7 decorative HDU cornices per side, and prefinished pop-steel roof, color TBD. The footprint of the tower will be a square with the corners 'cut out' per drawing. Along the second and third stages of the building, these cut-outs will be veneered with stone option #1 per drawing. The roof will be square per drawing. Final sign dimensions bid are 14'w square X 35' overall height. Final drawings will be produced for customer approval. Power will need to be pulled to within three feet of the site of the sign by Tanner consulting. Lead time is 12 weeks after permitting approval	1	\$94,750.00	\$94,750.00	\$8,069.86
2	Installation Installation into standard soil. Presence of silty soil or excavation of rock, if required, are additional. Per discussion, bid includes access to the site cleared and graded for truck access by Tanner Consulting.	1	\$37,500.00	\$37,500.00	\$0.00
3	Permitting Permitting additional and varies by job. USS will acquire straight city permitting at cost plus \$125 administration fee. Variance or special exemption request would incur additional administrative fee if required.	1	\$0.00	\$0.00	\$0.00
4	Shop Drawings Bid includes shop drawings produced by USS, to be reviewed and approved by Tanner's engineering firm.	1	\$0.00	\$0.00	\$0.00

Total

Sub Total	Total Tax(%)	Final Price
\$132,250.00	\$8,069.86 (8.517%)	\$140,319.86

Downpayment (0.0 %)	\$0.00
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AMENDED

**CONTINGENT AD VALOREM AND SALES TAX
REIMBURSEMENT AGREEMENT**

THIS AMENDED CONTINGENT AD VALOREM AND SALES TAX REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the last date executed by either party (the “**Effective Date**”), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the “**City**”), the **Glenpool Industrial Authority**, an Oklahoma public trust, and **Ford Development Corporation (“Ford”)**, a Texas corporation (“**Developer**”). At Ford’s election, Developer may also include South 75 Business Park, LLC, an Oklahoma limited liability company, and/or South 75, LLC, a Texas limited liability company.

WHEREAS, Developer proposes to construct, develop and operate a commercial real estate development to be known as the South 75 Business Park, on property belonging to the Developer (and/or affiliates of the Developer) and located along the eastern side of U.S. Highway 75 and between 161st Street South and 171st Street South in Glenpool, as more particularly described on **Exhibit A** to this Agreement and incorporated herein by reference (the “**Project**”); and

WHEREAS, Developer intends to develop the Project into commercial sites to be sold to third-party users (“**Subsequent Owners**”) for further development into commercial businesses and related improvements that will generate substantial Ad Valorem and retail Sales Tax revenues (as such terms are defined in this Agreement) and other benefits to the City (the “**Businesses**”); and

WHEREAS, Developer has made certain representations, supported by written documentation from principal investors in the Project, that the Project is not a viable enterprise apart from the assistance provided under Section 6C of Article X of the Oklahoma Constitution and implemented by the Local Development Act, at Title 62, §§ 850 *et seq.*, of the Oklahoma Statutes (the “**Local Development Act**”); and

WHEREAS, City has undertaken to create a tax increment district as provided in Ordinance No. 725, adopted on January 17, 2017, and in accordance with and under the terms of said Local Development Act (the “**District**”); and

WHEREAS, in connection with the transfer by Developer of commercial sites out of the Project to Subsequent Owners, the obligations and benefits of this Agreement to Developer shall not also be transferred unless agreed to, in writing, by both Developer and the City and

WHEREAS, should Developer, during the term of this Agreement, agree to transfer all or part of its obligations and benefits hereunder to a Subsequent Owner, Developer shall execute, and shall require the Subsequent Owner to execute, written acknowledgement, to be approved by the City prior to execution, that such Subsequent Owner shall assume all duties and obligations, and shall receive all benefits, powers and rights, ascribed to Developer under the terms and conditions of this Agreement (the term “**Developer**” shall be read to include, as applicable, any such Subsequent Owner(s)); and

WHEREAS, the City desires to encourage and assist the Project in order to obtain the benefits of Sales Tax and utility revenues, to promote the general welfare of the City, and to apportion fifty percent (50%) of the benefit of Ad Valorem Tax increases to all taxing jurisdictions within the proposed District, as more thoroughly set forth herein, by offering to the Developer the financial assistance authorized by the Local Development Act, subject to terms and conditions set out in this Agreement.

THEREFORE, the City and Developer, in consideration of the foregoing premises and as further set forth in this Agreement, hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is that the City may facilitate and assist the Project by enabling Developer to develop and sell suitable sites for the Businesses at a time and place earlier than would otherwise be feasible without reimbursement of a portion of Ad Valorem and Sales Tax revenues (as defined in Section 4 of this Agreement) generated by the Businesses to offset a portion of the costs of public infrastructure necessary to serve the Businesses.

2. MUTUAL CONSIDERATION

- A. Consideration to Developer is that the Developer will be enabled to undertake all public infrastructure costs associated with construction and start-up of the Project, with the assurance that a portion of such acquisition, construction and start-up costs will be recouped in the form of reimbursement from Ad Valorem and Sales Tax increments, as provided in accordance with the Local Development Act.
- B. Consideration to the City is that the Project will provide needed commercial and retail development within Tulsa County as well as within the City. Receipts from Ad Valorem and Sales Tax increments will exceed that portion of such increments which are pledged to reimbursement of Developer. Related infrastructure improvements, utility revenues and payment to the City of all requisite fees for building and related permits, and any collateral benefits would be unattainable without the proposed reimbursement.

3. SCOPE OF BENEFIT CONFERRED

The Project will, in its entirety, be solely funded by equity investments and debt of the Developer, with no direct assistance from the City, and all required permitting fees shall be paid as accrued. Subject to all applicable requirements of the Oklahoma Constitution and the Local Development Act, and solely for the purpose of obtaining for the City the foregoing benefits, the City will provide to Developer the reimbursement of a portion of Ad Valorem Increments and Sales Taxes collections generated, collected and remitted, derived from the Project, including the Businesses, in amounts and subject to conditions set forth in Section 4 of this Agreement.

4. REIMBURSEMENT OF A PORTION OF THE INCREMENT OF AD VALOREM TAXES AND A PORTION OF SALES TAXES GENERATED BY THE PROJECT

Payment to Developer by the City in the form of reimbursement of a designated portion of Ad Valorem Increments and Sales Tax revenues shall occur as follows:

- A. The parties intend that 50% of additional Ad Valorem tax increments generated within the District, over and above taxes on the base assessed value of property within the District, ("Ad Valorem Tax Increments") will be apportioned to reimburse Developer for qualified Project Costs, as that term is defined in the Local Development Act and as such are generally identified on **Exhibit B** to this Agreement, until the earlier of ten years from the commencement date of the District or when such Ad Valorem Tax Increment apportionments, together with Sales Tax Increments as set forth in subsection 4.D. and irrespective of the proportion of either Ad Valorem Tax Increments or Sales Tax Increments to the aggregate, have reached a maximum amount. of ~~\$5,000,000.--~~ **\$5,250,000.**
- B. The sole source of funds for reimbursement to Developer of Ad Valorem Tax Increments will be derived from that portion ("Increment") of Ad Valorem Taxes which is in excess of the amount of such taxes that are produced by the levy at the rate fixed each year by or for each Ad Valorem taxing jurisdiction upon the base assessed value of the District as set prior to the Commencement Date of the Project, as defined herein.
- C. Reimbursement by the City to Developer from Ad Valorem Tax Increments will not commence before the beginning (January 1) of the first full calendar year following the calendar year in which eligible Project Costs (as that term is defined in the Local Development Act) are expended upon taxable improvements to the District. For purposes of this Agreement, such "**Ad Valorem Commencement Date**" is established as January 1, 2019. For purposes of this Agreement, reimbursements from Ad Valorem Tax Increments will discontinue with the Ad Valorem tax assessments occurring in January of 2029 ("**Ad Valorem Termination Date**"), unless earlier terminated due to aggregate reimbursements, including Ad Valorem Tax Increments and Sales Tax Increments as set forth in subsections E, F, G and H of this Section 4, reaching the maximum reimbursement amount of ~~\$5,000,000.--~~ **\$5,250,000.**
- D. The City will make reimbursements from Ad Valorem Tax Increments to Developer described in this Section 4 on a biannual basis, corresponding to Ad Valorem payments in December of each tax year and March of the next.
- E. The parties also intend that two cents of the City's unrestricted three cents sales taxes generated by the Businesses, there being no sales tax generated prior to implementation of the Project Plan, ("**Sales Tax Increments**") will be apportioned to reimburse Developer for qualified Project Costs, as that term is defined in the Local Development Act, until the earlier of ten years from the commencement date of the District or when such Sales Tax Increment apportionments, together with Ad Valorem Tax Increments as set forth in subsection 4.A. and irrespective of the proportion of either Sales Tax

Increments or Ad Valorem Tax Increments to the aggregate, have reached a maximum amount of ~~\$5,000,000.~~ **\$5,250,000.**

- F. The sole source of funds for reimbursement to Developer of Sales Tax Increments will be derived from Sales Tax revenues that are paid by the Businesses to the City, through its contract with the Oklahoma Tax Commission, and coming from the levy of two cents of the City's unrestricted three cents sales taxes on all non-exempt sales generated by the Businesses within the District, to provide revenues for the support of the functions of the municipal government of the City and as generated by taxable retail sales of the Businesses (the "**Sales Tax**"). The City shall not be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.
- G. Reimbursement by the City to Developer from Sales Tax Increment revenues will not commence before the end of the first full fiscal quarter following the first submission of Sales Tax revenue payments to the City by the Businesses. Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July-September; October-December; January-March; and April-June. For purposes of this Agreement, Sales Tax reimbursements will be payable from Sales Tax revenue submissions for the fiscal quarter commencing on January 1, 2019, ("**Sales Tax Commencement Date**") and will terminate with reimbursements made from Sales Tax revenue submissions for the fiscal quarter ending December 31, 2028 ("**Sales Tax Termination Date**") unless earlier terminated due to aggregate reimbursements, including Sales Tax Increments and Ad Valorem Tax Increments as set forth in subsections A, B, C and D of this Section 4, reaching the maximum reimbursement amount of ~~\$5,000,000.-~~ **\$5,250,000**
- H. No Sales Tax receipts will be generated or remitted by the Businesses, nor collected by the City, prior to the issuance of a certificate of occupancy for any Business in the District.
- I. The City will make reimbursements from Sales Tax Increments to Developer on a quarterly basis. Payments will be made by the City at the end of the month immediately following the end of the fiscal quarter in which Sales Taxes paid by the Business are received by the City from the Oklahoma Tax Commission.
- J. This Agreement shall be automatically terminated and rendered null and void, and the City shall not be liable for any Ad Valorem Increment or Sales Tax reimbursements to Developer if Developer does not commence construction of the Project within 180 days from the Effective Date of this Agreement.
- K. In no case, shall the Term of this Agreement extend beyond the earlier of the receipt by the Developer of an aggregate of ~~\$5,000,000~~ **\$5,250,000** in reimbursement of eligible Project Costs or December 31, 2028, except in the event of necessity to apportion either of Ad Valorem or Sales Tax Increments levied and due before December 31, 2028, but not collected and/or apportioned prior to that date for any reason.
- L. In no case, and notwithstanding any other provision of this Agreement, shall reimbursements from Ad Valorem Tax Increments and/or Sales Tax Increments,

singularly or in the aggregate, exceed the amount of Developer's qualified Project Costs expended by the Developer for purposes set forth in this Agreement ("**Final Actual Project Costs**"). If such Final Actual Project Costs aggregate to less than the ~~\$5,000,000~~ **\$5,250,000** maximum reimbursement set forth in subsection 4.K, the City shall be liable only for payments up to the amount of Final Actual Project Costs and Developer shall be liable for the refund of any payments made in excess of such Final Actual Project Costs. Developer shall report to the City at least once per every fiscal quarter through the termination of this Agreement, in a form that shall be mutually agreed upon by the Parties, the amounts expended that quarter and to date for each of the qualified Project Costs identified in **Exhibit B** to this Agreement. The parties hereto acknowledge that the amount for each Project Cost item reflected on Exhibit B is Developer's best estimate as of the Effective Date of this Agreement. The amount for each item may be greater or lesser than the estimated amount, provided that (i) the total reimbursement to Developer shall not exceed the total Project Costs as shown on Exhibit B to this Agreement; and (ii) no category of work not shown on **Exhibit B** may be added to Project Costs for work shown on Exhibit B without the agreement, in writing of both parties.

- M. The City and Developer acknowledge and agree that it is the intent and expectation of the parties to this Agreement that Developer shall undertake all expenses associated with the permitting, development and operation of the Project with the further intent that Developer will sell or otherwise transfer the developed sites out of the Project to Subsequent Owners.
- N. The City and Developer further acknowledge and agree that it is the intent and expectation of the parties to this Agreement that Developer, or any successor or assignee of Developer, shall comply in all respects with requirements of the **Public Competitive Bidding Act of 1974, Title 61 O.S. §§ 101, et seq., as the same may be amended, (the "PCBA")** to the full extent and effect as would apply to the City with respect to any "public construction contract," as that term is defined in the PCBA and as further defined herein to include the undertaking of any construction contract resulting in any "public improvement," as that term is defined in the PCBA, to be funded with Ad Valorem or Sales Tax Increments as a qualified Project Cost. Unless otherwise provided by law, all public construction contracts exceeding the dollar threshold established by the PCBA at the time of contracting shall be let and awarded to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids, in accordance with the provisions of the PCBA of 1974. No work shall be commenced until a written contract has been submitted to and approved by the City Council, and is executed and all required bonds and insurance have been provided by the contractor to the Developer, or any successor or assignee of Developer, and to the City.

5. LIMITATION WITH RESPECT TO SALES TAX INCREMENTS

The parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making the reimbursements contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. Because the City does not collect, and has not pledged under this Agreement, any ad valorem taxes, this limitation applies only to Sales Tax Increments as defined and applied in accordance with Section 4, subsections E. – I. of this Agreement. Notwithstanding this limitation, the parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to accommodate and facilitate the City's performance under this Agreement with respect to reimbursement of Project Costs from Sales Tax Increments; provided that the City shall not be deemed in default of this Agreement for any failure of either party to perform necessitated solely by failure or refusal of the City Council to appropriate or allocate funds generated by sales tax revenues necessary for performance. Should the funding of reimbursement by the City to Developer from Sales Tax Increment revenues provided by this Agreement not be approved by the City Council for any fiscal year during the Term of this Agreement, as defined in Section 4.G., the Agreement shall terminate and become null and void with respect to, and only with respect to, Sales Tax Increments. All provisions pertaining to Ad Valorem Tax Increments shall remain in force and unaffected by any such decision of the Council.

6. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their authoritative boards or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

7. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents to resolve the dispute through arbitration under the guidelines of the American Arbitration Act. Should such disagreement or dispute arise, and if not settled within 60 days from the date that notice of such disagreement or dispute is delivered to either party, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to request binding arbitration with the American Arbitration Association.

8. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. Developer agrees to construct and operate the Project in compliance with all applicable federal, state, and local regulations and laws. **This shall apply particularly, but without limitation, to compliance with the Public Competitive Bidding Act of 1974, as provided in Section 4.N. of this Agreement.** Failure to comply with this Section 8 by Developer shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. Developer shall be in default of this Agreement if any of the following events occur:

- Developer fails to obtain a valid earth change permit within 180 days of the Effective Date and commence construction of the Project within an additional 180 days thereafter;
- Developer is in default of Section 8 of this Agreement; or
- Developer or any Businesses owned by Developer fail to remit to the City Sales Tax revenues derived from said Businesses in a timely manner or fails to pay Ad Valorem taxes on Project property owned by Developer assessed in a timely manner.

If any of the foregoing events of default occur, the City (acting by the City Manager or his designee, the “**City Manager**”) may issue written notice to Developer advising Developer that it has thirty (30) days to cure such default. If Developer is unable or refuses to cure such default within the 30-day cure period, Developer shall submit to the City Manager Developer written verification that corrective action has been taken or will be taken by a date certain or written reasons that Developer believes mitigate or obviate the event of default. In the event Developer fails to cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or (b) such later date as may be agreed to by Developer and the City Manager. City Manager may at any time thereafter issue a notice to Developer advising Developer that it is in breach of this Agreement and the City has elected to terminate this Agreement (the “**Termination Notice**”), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice, after which neither party shall have any further obligation to the other. The sole remedy of the City in the event of a default by Developer is the termination of this Agreement.

B. The City shall be in default of this Agreement if the City fails to make payment of any Ad Valorem Increment payment or Sales Tax Increment payment as reimbursements due hereunder to Developer, as applicable, in accordance with the schedule and amounts provided by this Agreement and the Project Plan, except as limited by Section 5 of this Agreement. In the event the event of default by the City occurs, Developer may issue written notice to the City advising the City that it has thirty (30) days to cure such default. In the event the City fails to cure such default within thirty (30) days from the date it

receives the foregoing notice from Developer, then Developer may proceed against the City to collect all amounts due Developer subject to the limitations of this Agreement.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of such party or its agents or contractors, except to the extent that such party fails to exercise reasonable measures to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other. Such consent to any assignment by the Developer to a Subsequent Owner shall be subject to the conditions set forth in this Agreement.

12. BINDING EFFECT

Except as otherwise provided by Section 5, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of both parties, and signed by duly authorized representatives of the City and Developer. A signed original of such modification or amendment shall be attached as an exhibit to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, if any, are without effect in the construction of any provision or term of this Agreement and for any other purpose.

15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement

only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when received or five days after verified delivery, whichever is earlier.

Address for notices to City:

City of Glenpool
David Tillotson
City Manager
12205 S. Yukon Ave
Glenpool, OK 74033

Address for notice to Developer:

Ford Development Corporation
Attention: Rex Robertson
16400 N. Dallas Parkway, Suite 140
Dallas, TX 75248

16. CONFIDENTIALITY REQUIREMENTS

Developer and the City acknowledge that, during the Term of this Agreement, as defined in Section 4.G., either party may or will have access to and receive information, records, files, data, or other materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature. Each party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the other to any unauthorized person, or use any such Confidential Information for any unauthorized purpose.

17. RECORDS AND AUDITS

Developer acknowledges that the City may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Developer shall retain in its own records all books, documents, papers, records and other materials prepared by Developer or provided by the City to Developer in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Developer shall, as often as the City reasonably deems necessary, permit authorized representatives of the City, State, or federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Developer to the extent related to this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

Execution below is original. Amended agreement has been included within other proceedings.

CITY OF GLENPOOL,
A municipal corporation

DATE EXECUTED

By: Timothy Lee Fox
Timothy Lee Fox, Mayor

March 20, 2017

Attest:

By: Susan White
City Clerk, Susan White

March 20, 2017

Approved as to form:

By: Lowell Peterson
City Attorney, Lowell Peterson

March 20, 2017

GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma public trust

By: Timothy Lee Fox
Timothy Lee Fox, Chair
Board of Trustees

March 20, 2017

Attest:

By: Susan White
Trust Clerk, Susan White

March 20, 2017

Approved as to form:

By: Lowell L. Peterson
Trust Attorney, Lowell L. Peterson

March 20, 2017



FORD DEVELOPMENT CORPORATION,
A Texas corporation

By: 
Rex F. Robertson, Its President

3/26/17
Date

EXHIBITS

A – Property Legal Description/Graphic Depiction

B – Qualified Project Costs

EXHIBIT A - GRAPHIC

**SOUTH 75
BUSINESS
PARK**

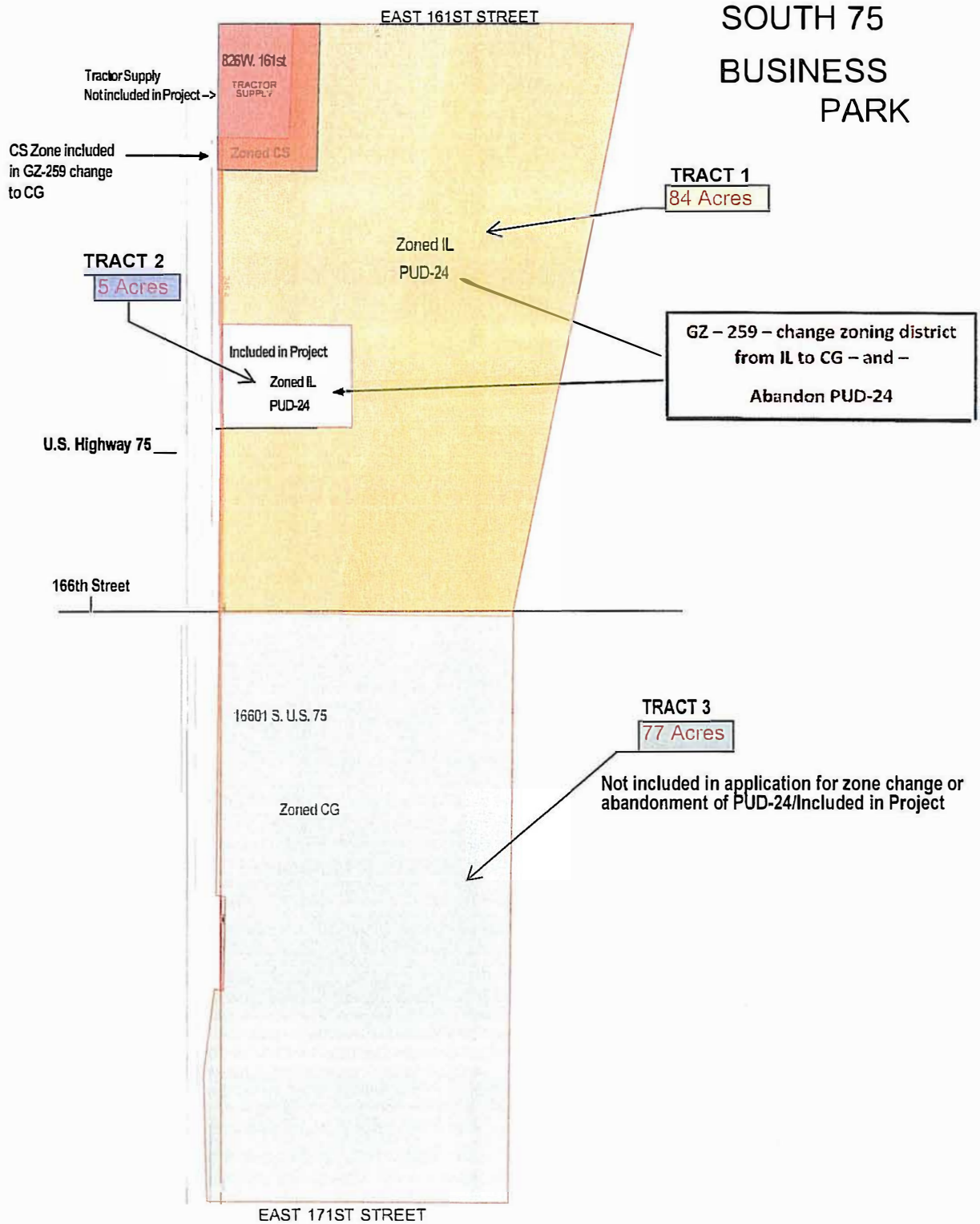


EXHIBIT B**AMENDED**

**South 75 Business Park Tax Increment District No. One, Glenpool, Oklahoma
Amended Qualified Project Costs *
For Amended Project Plan and Amended Sales Tax Reimbursement Agreement**

			<u>Original</u>
1. Infrastructure:			
Phase 1	555,310		
Phase 3	1,492,231		
Phase 4	494,643		
Water lines (156 th Street to 166 th Street)	738,056		
Water lines (Mark Allen Chevrolet)	<u>119,272</u>	3,399,512	[3,868,425]
2. Highway improvements/adjustments		660,075	[400,000]
3. Professional fees		600,000	[100,000]
4. Landscaping		140,320	[100,000]
5. Legal fees re: establishment of TIF		30,000	[30,000]
6. Administrative fees – Glenpool Industrial Authority		100,000	[100,000]
7. Financing costs/interest expense		<u>320,093</u>	<u>[401,575]</u>
Total		<u>5,250,000</u>	<u>[5,000,000]</u>

MINUTES
Regular Meeting Meeting
Tuesday, February 20, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund
Momodou Ceesay
Tim Fox

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lowell Peterson
Susan White
John Gonsalves
Lynn Burrow
Rick Malone
Dennis Waller

STAFF ABSENT: Paul Newton

Page

- A) **Call to Order - Timothy Lee Fox, Mayor**
- B) **Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) **Invocation – Matt Bills, Collective Church**
- D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) **Community Development Report – Lynn Burrow, Community Development Director**
 - 1)
 - Mr. Burrow highlighted various public and private developments throughout the city. He also reported on current activities and projects in Planning, Inspection, and Code Enforcement Departments.
- F) **City Manager Report – David Tillotson, City Manager**
 - 1)
 - Mr. Tillotson directed the Council to an email in their packet from Mandy Vavrinak describing a recent Tulsa's Future meeting she

Page 1 of 32

attended on behalf of Glenpool.

- Mr. Tillotson met with the Chamber regarding the One Voice agenda.
- Mr. Tillotson will be out of the office February 26-28. Susan White will be acting city manager during his absence.
- Greg Landrith has been hired in Code Enforcement as Stephanie Rammohan's successor. Stephanie has agreed to stay on for a while to train Mr. Landrith.
- The vacant position in Public Safety Communications Dispatch has been filled.
- Receiving applications for open Police officer position.

G) Mayor Report – Timothy Lee Fox, Mayor

- 1) • None.

H) Council Comments

- 1) • Councilor Lund congratulated Councilor Kearns for his son's qualification in the state wrestling tournament, further adding that nine Glenpool wrestlers have qualified for State.
- Councilor Lund announced the upcoming Trivia Night fundraiser at Living Waters United Methodist Church.

I) Public Comments

- 1) • None.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from February 5, 2018 meeting.
(Susan White, City Clerk)

Moved by Momodou Ceesay, seconded by Trish Agee

to approve minutes as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 2) Discussion and possible action to approve Resolution No. 2018001, A Resolution of the City of Glenpool, Oklahoma declaring the City's intent to name the soccer facility "GLENPOOL SOCCER COMPLEX" and forever memorialize the playing fields as "URBAN GREEN MEMORIAL FIELDS."
(David Tillotson, City Manager) 7

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

to approve Resolution No. 20180001 as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

Resolution - Soccer Field Naming

- 3) Discussion and possible action to approve, and authorize the Mayor to execute, the proposed City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, providing for the terms and conditions for usage and operation of the Glenpool-South County Soccer Complex and in accordance with the requirements of the Lease Agreement by and between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma, and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma, dated November 21, 2016, by which the City of Glenpool has leased the premises used for the Glenpool- South County Soccer Complex from Tulsa County.
(Lynn Burrow, Com. Dev. Dir. and Lowell Peterson, City Attorney) 8 - 32

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

to approve, and authorize the Mayor to execute the City of Glenpool/South County Soccer Club User Agreement.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns		x		
Jacqueline Triplett-	x			

Lund				
Momodou Ceesay	x			
Tim Fox	x			
	4	1	0	0

CARRIED.

[Soccer Club User Agreement - COG - Glenpool Soccer](#)

- 4) Review of draft version of Final Compensation Study Report.
(David Tillotson, City Manager)

Rick and Karin Campbell from Paypoint HR joined the meeting via internet and provided a brief Power Point presentation regarding the recently completed compensation study.

- 5) Discussion and possible action to enter into executive session for the purposes of:
- (A) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
 - (B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
 - (C) Discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222, pursuant to 25 O.S. § 307(B)(4) (Open Meeting Act).
- (Lowell Peterson, City Attorney)

Lowell Peterson, City Attorney recommended City Council convene in Executive Session to discuss confidentially items A and B concerning private contract negotiations with Fire and Police; and item C regarding the latest development in the lawsuit.

Moved by Momodou Ceesay, seconded by Trish Agee

to convene in Executive Session at 7:20 p.m. for the purpose stated.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 6) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

Moved by Trish Agee, seconded by Jacqueline Triplett-Lund

to reconvene in Regular Session at 8:21 p.m.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 7) Discussion and possible action with respect to matters discussed in Executive Session.
(Timothy Fox, Mayor)

Moved by Brandon Kearns, seconded by Trish Agee

not to take action on matters discussed in Executive Session.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			

Tim Fox	x			
	5	0	0	0

CARRIED.

K) Adjournment

Regular Meeting - 20 Feb 2018 Minutes Attachment

**Glenpool City Council
Resolution No. 2018001**

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA DECLARING THE CITY'S INTENT TO NAME THE SOCCER FACILITY "GLENPOOL SOCCER COMPLEX" AND FOREVER MEMORIALIZE THE PLAYING FIELDS AS "URBAN GREEN MEMORIAL FIELDS."

WHEREAS, the Reverend Urban Green was recognized as the "Glenpool Citizen of the Year" in 2000 in part for his efforts to bring youth soccer to Glenpool through the formation of the Beeline Soccer Association in 1997; and

WHEREAS, Rev. Green inspired future generations of soccer players, coaches, and volunteers, continuing a legacy of youth soccer in Glenpool and South Tulsa County; and

WHEREAS, the recently completed soccer facility adjacent to the South County Community Center exists to provide a local, first-class facility to continue the growth of youth soccer in Glenpool and South Tulsa County.

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

1. The youth soccer facility in Glenpool adjacent to the South County Community Center shall be named the Glenpool Soccer Complex.
2. In recognition of Rev. Urban Green's substantial contributions to the City of Glenpool and to youth soccer, the playing fields in the Glenpool Soccer Complex shall be dedicated as the Urban Green Memorial Fields.

APPROVED AND ADOPTED by the City Council of the City of Glenpool this 20th day of February 2018.

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

Regular Meeting - 20 Feb 2018 Minutes Attachment

City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex

This agreement ("**Agreement**") is between the City of Glenpool, an Oklahoma municipal corporation (the "**City,**" acting herein by its **Community Development Department**) and the **South County Soccer Club** of Glenpool, Oklahoma, an Oklahoma non-profit youth sports organization incorporated under the requirements of 26 U.S.C. § 501(c)(3) or 501(c)(7), (the "**User**") for use of the Glenpool-South County Soccer Complex and for purposes set forth herein. This Agreement shall become effective upon approval and execution by a duly authorized representative of Tulsa County*, the Glenpool City Council and the South County Soccer Club (the "**Effective Date**"), as signified below.

* Tulsa County, as Landlord under that certain Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County,**" or expressly in reference to said Lease Agreement, "**Landlord**"), and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City,**" or expressly in reference to said Lease Agreement, "**Tenant**"), dated November 21, 2016. ("**Lease Agreement**" of property by Landlord to Tenant for use as Glenpool-South County Soccer Complex), has reserved the right to prohibit City, as Tenant thereunder, from permitting use of the Premises, as defined therein and herein, by any party other than the City, its agents and employees without the prior written consent of Landlord, and has been added as a non-party signatory to this Agreement solely to give evidence of such consent.

1. Background and Purpose
 - A. The City leases from Landlord certain property located at 13800 S. Peoria, Glenpool, Oklahoma, situated on and a part of the premises of the South [Tulsa] County Recreational Facility ("**SoCo Rec Facility**"), for the use of two regulation-size soccer fields and related improvements as the Glenpool-South County Soccer Complex, as more fully described herein and in **Exhibit A** attached hereto and made a part hereof (the "**Premises**").
 - B. The City desires to provide, and the User desires to operate, the Premises defined in section 2 of this Agreement to serve children in Glenpool and surrounding communities by providing recreational opportunities through a recreational and competitive soccer program ("**Soccer**").
 - C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Soccer-related practice, league activities, tournament play and such other Soccer- related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.

Regular Meeting - 20 Feb 2018 Minutes Attachment

- iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.
2. Term of Agreement
- A. The initial Term of this Agreement shall extend from the Effective Date through June 30, 2018 (end of the City's fiscal year). The Agreement may be renewed, in the discretion of the parties, for successive fiscal year terms to commence July 1, 2018, and extend from July 1 through June 30 of each fiscal year following, so long as this Agreement is not terminated by one or both parties *and* each party gives notice to the other, by April 30 of the then current fiscal year, of its desire to renew this Agreement or enter a new agreement. Neither party shall have any obligation to extend or renew this Agreement, or subsequent agreements, beyond the June 30 expiration date.
 - B. The City and User each reserve the right, without terminating this Agreement, to negotiate such amendments to the Agreement as may reasonably be necessitated by changing circumstances, provided that neither party shall waive its right to terminate this Agreement, and that such negotiations shall commence prior to April 30 of the then current fiscal year, and that any such amendments shall not be valid unless memorialized in a writing signed by both parties.
 - C. Notwithstanding any other provisions of this Agreement, in the event of failure or refusal of either party to appropriate adequate and sufficient funds to fulfill its obligations under this Agreement during any fiscal year Term, this Agreement will thereby be rendered null and void without any further action required by either party.
3. Scheduling Requirements
- A. User understands and acknowledges that the Premises are owned and provided by public entities, including Tulsa County and the City, respectively, each of which has an obligation to ensure the most beneficial and efficient use of the Premises.
Therefore, User and City agree to the following:
 - i. User will have authority to determine which Soccer teams and clubs utilize the Premises and User will have the authority over and responsibility for all Soccer players, teams and clubs utilizing the Premises.
 - ii. User will be responsible for assuring that all recreational, competitive and academic (school-related) Soccer programs operate according to guidelines established and recognized by Soccer associations of the same or similar credentials as User.
 - iii. City and Tulsa County acknowledge that User has exclusive usage of the Premises, throughout any term of this Agreement or a subsequent agreement.

Regular Meeting - 20 Feb 2018 Minutes Attachment

- B. Scheduling of User Soccer events, and all schedule changes, will be coordinated with SoCo Rec Facility in accordance with its policies for submission, review, approval and posting of game/tournament/practice schedules.
- 4. Scope of License Granted
 - A. User acknowledges that access to the Premises is intended solely to promote Soccer-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the City.
 - B. Because of the nature of competitive Soccer play, it is necessary for User to grant concurrent use of the Premises by invited affiliated users (i.e., other teams, leagues or Soccer-related organizations, "**Affiliated Users**"). User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users and accepts all liability for negligent or intentional acts of Affiliated Users.
 - C. The City will issue to User's officer(s) and staff, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The City will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises to be changed, User will bear all costs associated with the change.
 - D. The City or Tulsa County shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring compliance of User with the terms and conditions of this Agreement. City and Tulsa County will attempt to coordinate any such action with User to minimize any interference with or disruption of scheduled Soccer events.
 - E. City agrees that User may charge admission fees or similar charges for entrance to all games. Admission and other revenue records shall be provided to City as part of User's reporting requirement provided in section 10 of this Agreement.
- 5. User Fee/Damage Deposit
 - A. The parties acknowledge and agree that no compensation and/or payment is due from either party to the other for the exercise of any rights or duties under this Agreement. Both parties are each responsible for their own obligations.
 - B. Notwithstanding the foregoing, User understands and agrees that some form of compensation, whether in the form of a User Fee or Damage Deposit may be required under future terms under this Agreement, or new agreements, to compensate City for the use of, or prospective damages to, the Premises. City

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stipulates and agrees that, if such compensation is to be required, negotiation of the appropriate amount will begin no later than sixty (60) days prior to June 30th of the then current fiscal year term and will be memorialized in a written amendment to this Agreement.

- C. User will be responsible for all damages incurred by City and/or Tulsa County property situated on or off the Premises (including buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User(s) volunteers, coaches, players, board members, or by the public during User or Affiliated User events. City shall notify User of any such damages promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.
- 6. Improvements (Installation and Ownership)
 - A. Premises and all permanent fixtures thereto shall remain, for all purposes and throughout every term of this Agreement, the property of City, subject to its Lease Agreement with Landlord, and may not be modified, altered, or destroyed without the prior written permission of City.
 - B. User shall not build or bring onto the Premises any improvements, structures or fixtures of any kind without prior written permission of the City and/or SoCo Rec Facility as applicable.
 - C. User shall not make any alterations, modifications or permanent changes to City-owned or leased facilities on the Premises without the prior written permission of the City.
 - D. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for installation of any such temporary fixtures. Upon expiration or termination of this Agreement, User shall have ninety (90) days in which to remove its Personal Property. User agrees that Personal Property not removed in that period shall become property of the City or Tulsa County, as applicable. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City or Tulsa County, as applicable.
 - E. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and Personal Property owned by User and maintained or stored on the Premises for benefit of the User.

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- F. City and User may, in the discretion of, and by written separate agreement negotiated between, the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the City. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration or termination of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.
7. Maintenance Responsibility and Schedules
- A. User.
- i. User will have the responsibility for maintenance of the Soccer facilities at the Soccer Complex, except for specific services delineated to the City in section 7.B.
 - ii. User will be responsible for laying out Soccer game and practice fields, marking Soccer fields, maintaining bleachers, goals, nets, operation of the concession facility for Soccer events, and keeping the grounds, concession facility, and restroom facilities clean.
 - iii. User shall be responsible to provide on-going maintenance to such Personal Property, fixtures and improvements to the Premises as to which it claims ownership, or which are installed for its benefit and use within the Premises. User shall maintain these facilities in good condition, at its own cost and expense.
 - iv. User shall inspect Premises immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be required. If any defect may threaten the safety or welfare of participants or the public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - v. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
 - vi. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
 - vii. City will be responsible for providing and maintaining adequate trash barrels distributed throughout the Premises and for providing additional such receptacles as needed for special events. User will be responsible to collect trash and garbage from the barrels/receptacles and deposit the into dumpsters to be collected by the City, or its contractor, in accordance with the same schedule that applies to other commercial users in Glenpool.

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- viii. This maintenance plan may be coordinated with Affiliated Users who share access to use of the Premises. The allocation of responsibility and adequacy of timing for compliance with the maintenance plan shall be the sole responsibility of User, regardless of any shared arrangements User and such third parties may negotiate.
- ix. User agrees to ensure that, when Soccer events are over, all buildings, windows, lockable areas and gates are properly secured, and all persons have left the Premises before leaving the Premises, and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights, etc.) are turned off by the City curfew unless User obtains permission from the City to play beyond curfew. Curfew is set by City Ordinance and will be posted on the Premises.
- x. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.

B. City.

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A.
- ii. City, or SoCo Rec Facility as applicable, shall be responsible for improvements for the benefit of the public, including entrance gates, access road, parking lot, public restroom, concession stand, paved walkways, capital equipment, irrigation system and all grass covered areas, trees and shrubs (other than Soccer playing fields).
- iii. City shall provide water, sewer, trash hauling and electric utilities, and plumbing required for operation of the Soccer playing fields, concession stand and public bathroom. Any other utilities may be implemented by User at its sole expense.
- iv. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
- v. Scheduled maintenance to be performed by the City shall include:
 - Mowing on a schedule set by the City during the growing season;
 - Trash removal; City dumpster(s) shall be emptied in accordance with the City's contracted schedule; and
 - Pruning of trees and shrubs shall be done annually.

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- vi. City will assume all costs for the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User or User's guests or invitees.

8. Utilities

City does now and will continue to pay for electricity, water, sewer and trash hauling utility services without charge to User. Any additional utilities, to include without limitation cable service and telephones, may be implemented at User's sole expense.

9. Concession Facility

- A. The concession facility and all physical fixtures or equipment of the concession facility, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, and shelving, are and shall be property of the City and be stored/retained in the concession facility until the City directs User to remove them or directs their removal, provided that all perishable food items shall be removed from the concession facility upon expiration or at the end of the Soccer season, whichever occurs sooner. User agrees to remove any items of Personal Property upon termination of this Agreement or for other good cause, as determined by the City.
- B. User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of Affiliated Users or other third parties, but neither the City or User, under any circumstance, shall allow any Affiliated User or other third party to operate the concession facility. 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 all claims, damages and liability of any kind resulting from such third party's access to and use of the concession facility, except for intentional acts.
- C. User, or its contract vendor as applicable, may operate the concession facility only after obtaining all required food handler permits and submitting copies of said permits to City.
- D. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations or ordinances pertaining to said operations.
- E. User will receive all revenues from concession operations, and will be the sole provider, of concessions at Premises throughout the Term of this Agreement, whether during scheduled Soccer activities or during use of the Premises by a third party and shall secure the concession facility to prevent operations by

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unauthorized third parties and acts of vandalism during periods when not in use by User.

- F. User may retain and use revenues collected from the sale of concessions for Soccer- related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. If User claims exemption from local and/or State sales tax under provisions of Title 68 § 1357 of the Oklahoma Statutes, or otherwise, it will be the duty of User to maintain documentation of such exemption.)
 - G. Operation of the concession facility will require the presence on Premises of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City- County Health Department food handler's workshop.
 - H. User shall maintain product liability coverage for operation of the concession facility in an amount equivalent to at least the limits of the Oklahoma Governmental Tort Claims Act and shall name the City and Tulsa County as additional insured, all as provided in Section 13 of this Agreement.
10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports
- A. User shall maintain accurate accounts with correct entries of all income received and expenditures incurred in the operation of the Premises. The City reserves the right to audit such accounts in the event of a dispute deemed credible by the City Attorney.
 - B. User shall present to the City a start-of-term financial report by July 1 and an interim financial by no later than April 10 of each Term of this Agreement, in a form approved by the City Manager prior to presentation. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision of the City whether to renew the Agreement and, if so, on what terms and conditions.
11. Signage
- A. City and Tulsa County shall retain exclusive and plenary authority to allow or prohibit signs within the Premises. All sign proposals must be presented to and approved by City
 - B. City shall install and maintain any directional signs, identification signs or signs indicating applicable rules and/or local ordinances.
12. Coach Certification and Personnel

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- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the conditions and qualifying standards of the National Youth Sports Coaches Association [or other applicable credentialing group, subject to approval by City] and agrees that no head coach shall be allowed to participate in User-sponsored Soccer activities without such certification and all Soccer-specific credentials that are typically required in youth sports programs.
 - B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general or completely by volunteers. Paid staff or contract vendors may include, without limitation, umpires and concession operators.
 - C. City reserves the right to run a Criminal Background Check for youth sports managers, coaches or other User personnel.
13. Insurance; Indemnification; and Release of Claims
- A. Without limiting City's and Tulsa County's right to indemnification as provided in this Agreement, User agrees to maintain, at its expense, both general liability insurance coverage and product liability coverage in force and effect during the entire Term of this Agreement, each in an amount equal to or greater than the liability limits set forth in the Oklahoma Governmental Tort Claims Act and to produce a copy of such policy annually prior to allowing any use of the Premises. Each time this Agreement is renewed, City and Tulsa County reserve the right to review and adjust the minimum amount of insurance coverage required of User.
 - B. The City and Tulsa County, and their respective officials, representatives, agents and employees shall be named as additional insured on all required insurance policies, and each policy shall require that the City and Tulsa County be given ten (10) days written notice by each insurer before cancellation of any policy or reduction of coverage for any reason, including nonpayment of premium. The insurers shall have no recourse against City or Tulsa County for payment of any insurance premium.
 - C. User shall also require any vendors or contractors with which it conducts business related to the Premises to name the City and Tulsa County as additional insured on all policies covering operation of such business.
 - D. User shall submit such certificates of insurance and endorsements as required by this section to the City Attorney and to the District Attorney for approval prior to allowing any person, including but not limited to Soccer participants, to commence work or engage in any activities under this Agreement.
 - E. Any insurance benefit protecting City or Tulsa County against any loss relating to or arising out of this Agreement shall be made payable to City and/or Tulsa County as directed by either or both.
 - F. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City and/or Tulsa County for all loss or damage to the extent that

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the damage is covered by User's valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary.

- G. In addition to such insurance coverage, and not in lieu thereof, User shall indemnify, defend and hold harmless the City, Tulsa County, and their respective officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceedings of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City, its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
 - H. If any judicial or non-judicial proceeding based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City or Tulsa County, User shall defend the same at its sole cost and expense; provided that, the City and Tulsa County retain the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or Tulsa County or either of its respective officers, agents, and employees, or jointly or severally against the City and/or Tulsa County and/or User or any of their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
 - I. User acknowledges and agrees that it shall be responsible for any damages occurring to City or Tulsa County property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, Soccer fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises, unless such damages or vandalism occurred because of User's failure to secure the Premises.
14. Participant Waiver
- A. User will require a parent or legal guardian of every participant in its Soccer program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City and Tulsa County, and their respective officers, agents, employees, volunteers, successors

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and assigns, of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising from any incident that may occur on or about the Premises.

- B. A release in the form provided by User and approved by the City and Tulsa County at Exhibit F attached hereto and incorporated herein shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City and Tulsa County reserve the right to request that a copy of such release be provided for verification.

15. Accident/Incident Reporting Requirement

- A. User shall submit to the City an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, ambulance and/or any other emergency response service must be included if called upon to respond.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency, including accidents, and User bears full liability for any failure to do so.

16. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.
- B. This Agreement may be voluntarily terminated by either of User or City following thirty (30) days' written notice of either party's intention to terminate.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City shall serve User written notice and thirty (30) days to correct any default, and further provided that such time limit may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.

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- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and representations herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or representation contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or representations herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
 - F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with reasonableness of said costs being within the sole judgment of City. If the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
 - G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any Personal Property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.
17. Miscellaneous
- A. Notice Provision.

Each party shall designate one or more representatives who shall be responsible for the administration of this Agreement.

Any notice, demand, communication, consent, submission of information, request for permission to undertake any act or any other transaction or exchange required or permitted by this Agreement or by law (collectively, "Notice") shall be in writing. Service of such Notice shall be complete upon verified delivery to either party's designated representative and shall be deemed effective for all purposes under this Agreement as though delivered directly to such Party.

Verified delivery may be made by depositing such Notice in the U.S. Mail or other generally recognized postal service; certified mail with return receipt requested; or by personal delivery to the other party, through its designated representative.

Receipt of any such Notice may be presumed upon personal delivery or after three days following mail delivery.

The parties' initial designated representatives shall be as follows:

City of Glenpool
Lynn Burrow, Director
Community Development Department
City of Glenpool

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12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
Telephone: (918) 209- 4613

South County Soccer Club
James Willhite, President
South County Soccer Club
P.O. Box 406
Glenpool, OK 74033
(918) 724-2327

B. Choice of law and venue

This Agreement has been and shall be construed as having been made, executed and delivered in the State of Oklahoma. It is mutually understood and agreed by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

C. Compliance with all federal, state, local laws

User agrees, in all its activities pertaining in any way to performance under this Agreement, to abide by, uphold and adhere to all City and Tulsa County rules, regulations and ordinances, regulations and laws of the State of Oklahoma and any applicable federal laws or regulations.

D. Non-discrimination provision

User agrees not to discriminate in providing its services, and shall provide such services, without regard to race, color, nationality, age, religion, disability, gender or sexual identity. Notwithstanding the foregoing, User shall be required only to make such reasonable accommodations to disabled person(s) seeking such services as are required by law.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.

F. Severability

If any section or provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, only such section or provision shall be stricken from this Agreement. Such invalidity or unenforceability shall not extend to or affect any other sections or provisions hereof, and all remaining sections and provisions of this Agreement shall continue in full force and effect, to the extent allowed by law.

G. Authority to sign

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The parties, and Tulsa County as third-party beneficiary, represent that their respective signatories are fully and duly authorized members, officers or agents of City, Tulsa County and/or User, as applicable.

H. Amendment provisions

No section or provision of this Agreement may be modified, altered, added to or amended, and no such modification, alteration, addition or amendment shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights, duties or obligations hereunder, shall be sold, assigned, alienated or encumbered by either party. Any attempt to sell, assign, alienate or encumber this Agreement, or the Premises as defined herein, by either party shall be cause for immediate termination of this Agreement.

J. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same Agreement.

18. Checklist of Documents Required as Condition of Performance (attached as Exhibits)

- A. Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County**," or expressly in reference to this Lease Agreement, "**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City**," or expressly in reference to this Lease Agreement "**Tenant**"), dated as of November 21, 2016. (Lease of Premises by Tulsa County to City of Glenpool, "**Lease Agreement**"), including legal description of Premises.
- B. Copy of all required health department permits and any other licenses or permits required by law.
- C. Schedule of all practices, games and tournaments, to the extent known and as shall be supplemented.
- D. Board member roster and staff contact list.
- E. General liability and product liability insurance declaration pages identifying City and Tulsa County as additional insured.
- F. Form of User Participant Release.
- G. IRS 501(c)(3) Tax-Exemption Certificate

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19. Consent of Tulsa County to Agreement as Condition Precedent

Tulsa County, as Landlord under the Lease of the Premises by the City of Glenpool for use as Glenpool-South County Soccer Complex, has reserved the right to prohibit the City from permitting use of the Premises by any party other than the City, its agents and employees without the prior written consent of Tulsa County.

Tulsa County has been added as a non-party signatory to this Agreement solely to give evidence of such consent. City and User expressly recognize and acknowledge Tulsa County as third-party beneficiary to this Agreement, while assuming no obligations or liability hereunder.

The City and User expressly understand and agree that this Agreement is invalid, void and of no effect unless and until executed below by a duly authorized signatory for Tulsa County.

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IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

CITY OF GLENPOOL, OKLAHOMA

By _____ Date _____
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk Seal

Approved as to Form:

Lowell Peterson, City Attorney

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SOUTH COUNTY SOCCER CLUB

Name:
Duly Authorized Representative

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared _____ known to me to be the _____ [title] of the _____ [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_____ Notary Public

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TULSA COUNTY

As of the ____ day of _____ 2018, Tulsa County has found that the foregoing Agreement of the City of Glenpool, as Tenant under the Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**Tenant**"), dated November 21, 2016, (the "**Lease Agreement**") with the User defined therein is in substantial compliance with Article 5, Section 5.1 of the Lease, which requires that:

Tenant shall not:

- (a) assign or in any other manner transfer this Lease or any estate or interest therein;
- (b) permit any assignment of this Lease or any estate or interest therein by operation of law;
- (c) sublet the Premises or any part thereof;
- (d) grant any license, concession, or other right of occupancy of any portion of the Premises without written consent of Landlord; or
- (e) permit the use of the Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

THEREFORE, by the authorized signature below, Tulsa County hereby gives its consent to the foregoing City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, as executed or to be executed by the parties thereto.

Chairperson
Tulsa County Board of County Commissioners
[or other authorized signatory]

Date

Attest:

_____, County Clerk

Seal

Approved as to Form:

_____, Assistant District Attorney

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Exhibit A

Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("Landlord") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("Tenant"), dated as of November 21, 2016. (Lease of Premises by Tulsa County to City of Glenpool), including legal description of Premises.
[Attached]

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Exhibit B

Copy of all required health department permits and any other licenses or permits required by law.
[Attached]

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Exhibit C

Schedule of all practices, games and tournaments, to the extent known and as shall be supplemented.
[Attached]

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Exhibit D

Board member roster and staff contact list.

South County Soccer Club
Contact Information

Title	Name	Email	Phone
President	James(Jamie) Willhite	Southcountysoccerclub@gmail.com	(918)724-2327
Vice-president	Anna Grayson	anna2lamb@yahoo.com	(918)734-2861
Secretary	Pashey Willhite	Southcountysoccerclub@gmail.com	(918)637-8434
Treasurer	Amy Martinez	agdk13@gmail.com	(605)393-5215
Registrar	Alyssa(Paige) Toothman	AlyssaToothman@yahoo.com	(918)807-3738

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Exhibit E

Insurance declaration pages identifying City and Tulsa County as additional insureds, covering general liability and product liability, attached.

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Exhibit F

Form of Participant Release.

MEDICAL TREATMENT AUTHORIZATION AND LIABILITY WAIVER

I swear or affirm that I am the _____ [parent/legal custodian/other] of _____ [name of applicant/participant], a minor, and that there is no limitation on my lawful authority to execute this authorization and waiver on such minor's behalf. I hereby give my consent to have an athletic trainer, coach, team manager, emergency medical technician, nurse, medical treatment facility, and/or doctor of medicine or dentistry and their associated personnel provided the applicant/participant with such medical assistance and/or treatment as they deem necessary in connection with any accident or injury incurred while participating in, or in any way related to (including transportation to or from), any event sponsored by South County Soccer Club and agree to be financially responsible for the cost of such assistance and/or treatment, holding South County Soccer Club, the City of Glenpool and Tulsa County harmless and without liability for any part of such cost. I understand such assistance and/or treatment for accident or injury will be based on information provided herein. I further authorize emergency transportation of the applicant/participant to a medical treatment facility should an individual listed above consider it to be warranted.

I recognize the possibility of physical injury (such as, without limitation, concussion, broken bone, eye injury) associated with soccer, with transportation to and from soccer events and with medical transport, and hereby release, discharge, hold harmless and otherwise indemnify South County Soccer Club, US Club Soccer, their sponsors, the USSF and its affiliated organizations, the City of Glenpool, Tulsa County and the employees and associated personnel of these organizations, against any lawsuit, claim or damages on behalf of the applicant/participant named above as a result of that player's participation in any US Club Soccer or related programs except any lawsuit, claim or damages caused by the negligence or intentional act of any of the above persons or entities.

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Exhibit G

IRS 501(c)(3) Tax Exemption Certificate attached.

STAFF REPORT

TO: THE GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: PLAT WAVIER PW-2018-01 (GREG ABLES)
Located approximately 600 feet south of the southeast corner of 145th Place
and 26th West Ave.

DATE: March 19, 2018

Background:

This is a Plat Wavier request from Greg Ables for an .92 acre tract that was recently rezoned from AG to RS-3 by case #GZ-267. This case was approved by the PC: 1/9/18 and by the CC: 1/22/18 by ordinance number 751. When property is rezoned, it makes it subject to a plat before a building permit can be issued. See Zoning Code Excerpt 11-4-2 below.

This property also was granted a lot split by case #GLS-223 that was approved by the PC on 11/13/17. There was an older house on the southern portion of the lot and he split off the north 100 feet and the lots created conform to the bulk and area requirements for RS-3 zoning. As part of the staff recommendation for approval the applicant deeded the west 30 feet for right of way for future expansion of 26th West Ave and gave a 17½ foot utility easement in order to give both lots access the existing sewer line in Taylors Pond Addition. Water service is provided by Creek County RWD#2 due to previous service.

Zoning Code Excerpt:

11-4-2: General Zoning Provisions.

Platting Required. In order to implement the development standards of this Title and provide for the proper arrangement of streets, utilities, and emergency access commensurate with the intensity of zoning, no building permit or Zoning Clearance Permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat, as required by Title 12. The City Council, pursuant to its exclusive jurisdiction over subdivision plats, may waive the platting requirement upon a determination that the purposes stated above have been achieved by a previous plat.

Technical Advisory Committee:

The Technical Advisory Committee met on 2/23/18 and determined that all the necessary requirements for platting have already been achieved by previous platting (Taylor Pond and GLS-223).

Staff Recommendation:

The Staff supports the TAC and also recommends that the platting requirement be waived.

Planning Commission Recommendation:

The Planning Commission reviewed the application and agreed that the .92 acre tract met the subdivision plat requirements and requiring it to be platted would not benefit the owner or the city. With a vote of 4-0, the Planning Commission agreed with the staff and the TAC to recommend that the platting requirement be waived.

Attachments:

1. Case Map

P:\Ricks Desktop\Planning Commission\Plat Waiver\PW-2018-01\Staff Recommendation PC Plat Waiver Greg Ables.docx



STAFF REPORT

TO: Glenpool City Council

FROM: Rick Malone, City Planner

DATE: March 19, 2018

RE: PUD 38 Request by JR Donelson for the applicant TJ Remy approval of a Zone Change from CS (Commercial Shopping) and RD (Residential Duplex) to PUD (Planned Unit Development) to allow Single Family Residential Uses on the following described Property:

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

Commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section 12, T-17-N, R-12-E; Thence S 88°32'21"W and along the South line of the Southeast Quarter a distance of 710.00 feet to the Point of Beginning; Thence continuing S 88°32'21" W, and along the South line of the Southeast Quarter (SE/4) a distance of 570.00 feet; Thence N 01°09'09" W a distance of 1060.00 feet; Thence N 88°32'21"E, a distance of 619.95 feet; Thence S 01°09'18" E, a distance of 400.00 feet; thence S 88°32'21" W, a distance of 50.00 feet; Thence S 01°09'18" E, a distance of 660.00 feet to the Point of Beginning and containing 14.329 acres, more or less.

General Location: West of the Northwest corner of 141st Street and Peoria Ave.

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Development Text
4. Preliminary Plat

INTRODUCTION

Planned Unit Developments (PUDs). Residential PUDs are an alternative form to standard residential development that may include a mix of standard or non-standard housing types, densities, and land uses, subject to the requirements of a PUD zoning district approved by City Council

2030 Comprehensive Plan:

The subject property is designated Special District 6 on the south 1/3rd and Attached Residential on the north 2/3. The property is currently zoned RD (Residential Duplex) and CS (Commercial Shopping). The applicant is requesting Planned Unit Development Number 38 Zoning District for the development of "Elm Pointe II" a planned community to be comprised of single family residential uses are found to be in accordance with the Plan Category.

Attached Residential

This designation provides a transition between residential areas comprised entirely of single-family detached dwellings and larger-scale multi-family residential properties.

Development Types

- Duplexes (two-family dwellings)
- Townhomes
- Patio homes and other small-lot housing types with common walls, including “zero lot line” developments where a home is situated directly at one side lot line, attached to an adjacent home on the adjoining lot

Characteristics

- Minimum lot sizes, building setbacks, and other zoning standards account for the need to align yard and open space requirements with relatively higher residential densities than found in most single-family detached residential areas.
- Site and dwelling design, including building and garage placement and orientation, should match area character in terms of whether the vicinity is more toward the suburban or auto-oriented range of the community character spectrum.

SPECIAL DISTRICT 6: See below.

THE CENTRAL BUSINESS DISTRICT (CBD)

The CBD, Special District, extends east from US-75 along 141st Street to the vicinity of Elwood Avenue. The configuration of Special District is shown on the 2030 PLAN Map. The recent improvements of 141st Street from two (2) to three (3) lanes, with center turn lanes and sidewalks, support commercial/community serving business activity and development along this street. The County finished widening 141st Street to a three-lane facility from Elwood to Peoria since the time of the 2010 Plan update. The existing land use is a mix of office and commercial uses and undeveloped land. Due to the immediate proximity of any such development in this area with abutting residential development to the north and south, screening and setbacks, plus buffering must be included and PUDs are encouraged. It is planned that residential development which fronts 141st Street be redeveloped to convenience commercial or office uses, while properties which rear or side onto 141st Street shall remain residential.

In order to focus and maintain attention on the CBD, the City and other partners should continue with efforts to brand the 141st Street corridor as “Black Gold Boulevard” and the CBD and Old Towne area as the “Black Gold District.” Further public and private improvements can build on streetscape enhancements already made along the corridor involving added landscaping, pedestrian-level period lighting, and winding pedestrian paths where room was available within the street right-of-way

Planned Unit Development 38 is comprised of 14.33 acres and will allow for a maximum development of 47 single-family residential lots. The development is designed within a master planned development under a single homeowners association.

The surrounding property is developed as noted below:

- North of the subject tract is mostly vacant, Glenpool Soccer fields and the Community Recreation Center and all zoned RS-3
- East of the subject property is Glenshire Apartments zoned RM-2 and Elm Pointe I that contains commercial office warehouse uses that is zoned CS.
- South of the subject tract is mostly vacant AG, CS and OL zoned property.

STAFF REPORT

- West of the subject tract is Glenn Hills Addition Plat that is under review and is zoned RS-4 with residential lots of 65';

CRITERIA AND FINDINGS

A PUD is permitted on any tract or tracts located within a residential district or districts. In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the unified treatment of the development of the tract. The regulations of the general zoning district remain applicable except as specifically modified pursuant to the provision of the Glenpool Zoning Code.

The review of the proposed PUD shall determine that the proposal is consistent with the Comprehensive Plan, Harmonizes with the existing and expected development of surrounding areas, is a unified treatment of the development possibilities of the project site and is consistent with the stated purposes and standards of Chapter 11, Planned Unit Development of the Glenpool Zoning Code.

- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths should substantially conform to the submitted conceptual master plan.
- The front building lines will be established at 25 feet except that lots with an exterior side yard facing a street may be established at 15 feet.
- Lot Area 7,800sf, Land Area 8,400sf.
- Rear yard setbacks are established at 20 feet in depth.
- Side yard setbacks are set as five (5) feet on one side and 10 feet on the other providing for a minimum separation of 15 feet between dwelling units. AC units are not allowed on the 5' side yard and are encouraged to be behind the house.
- The maximum height for structures within the development is consistent with the zoning code to a maximum height of 35 feet.
- "Elm Pointe II" will be established with a minimum living space of at least 1,500 square feet.
- Mailboxes will be uniform brick design and approved by the Design Review Committee of the Homeowners association.
- All house plans will not be received by the City of Glenpool for building permits until approved by the homeowners' design review committee.
- All yards abutting a public street will be professionally landscaped and sodded.
- Reserve Area A will be a dry detention area supplied with soccer goals and jogging track.
- Reserve Area B will contain a playground and covered picnic area,
- Entry signs at 141st street to be professionally landscaped.

In recognition of the potential for phasing of "Elm Pointe II", the entrance on 141st Street is required to be complete before any building permits may be issued to eliminate construction traffic from using the streets from adjacent subdivisions in accordance with City of Glenpool policies and standards may be implemented in future phases.

In consistency with other new developments in the City of Glenpool, structural requirements and restrictions will be imposed. The highlights of these requirements are:

1. No exposed stem walls.
2. All roofs must have a minimum roof pitch of 6/12 and roof materials shall be Heritage II or comparable compositions shingles of equal or better quality, and shall be of such color scheme approved by the Home Owners Architectural Review Committee prior to installation.

STAFF REPORT

3. Masonry. All dwellings shall have at least fifty percent (80%) of the remaining exterior walls (up to the first-floor plate line) thereof comprised of brick, stone or masonry siding.
4. No detached accessory structure will be allowed on any lot.
5. No building, fence or wall shall be erected unless approved by the Homeowners Association Architectural Review Committee.
6. The front elevation of all residential lots and side elevation of any corner residential lot must be professionally landscaped and all yard areas are to be sodded upon completion of the residence.
7. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted
8. Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
9. Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
10. Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Home Owners Architectural Review Committee prior to construction.
11. Heating and Air Conditioning Requirements. All residences in Elm Pointe II shall be constructed with central heat and air systems. No portable, window or wall- type heating or air conditioning units shall be permitted.
12. Individual subdivisions within "Elm Pointe II" master plan development will require mandatory participation in a Elm Pointe II Homeowners Association. The Homeowners Association will be responsible for maintenance and upkeep of all reserve areas within the development.
13. Elm Pointe II development includes various amenities to include a playground area, slide and covered picnic area, walking trails and a large open recreational area with a soccer field that will double as open space as well. These amenities are to be utilized and maintained by the Homeowners Association.
14. The development is designed with a landscape both entries along 141st Street along with the construction of a screening fence that will include some masonry products.
15. The PUD conditions are to be made a part of the Declaration of Covenants, Conditions and Restriction for Elm Pointe II subdivision plat.

The proposed Planned Unit Development is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code. Conditions to the approval of "Elm Pointe II Addition will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Preliminary Plat that accompanied the request for Planned Unit Development Number 38.

Subdivision:	Developed:	Zoning:	Acres:	Lots:	Per Acre:	Width:	SF:	% Brick:	Landscaping:
Max Zoning Densities Allowed Per Zoning Code:		RS-3	1		4.01	75'			
		RS-4	1		5.19	65'			
Elm Pointe II	Pending	PUD	14.33	47	3.27	65	1,500	80%	Street
Glenn Abbey Blks 1-6	2007	RS-3	26.21	83	3.17	65'	1,500	90%	Street
Glenn Abbey Blks 7-13	2014	RS-4/PUD	28.07	91	3.24	65	1,500	90%	Street
Glenn Hills	Pending	RS-4/PUD	48.8	175	3.6	65'	1,500	80%	None

RECOMMENDATION

Staff is supportive and recommends approval of Planned Unit Development PUD 38 designation. The proposed development is consistent with the requirements of the Glenpool Zoning Code, the Glenpool

STAFF REPORT

Comprehensive Plan, and harmonizes with the existing and expected development of the surrounding areas as per the Text and Exhibits submitted by the applicant .

PLANNING COMMISSION RECOMMENDATION

3/12/18 - After hearing from the Owner, T.J Remey and his engineer, JR Donelson, the Planning Commission indicated that the playground submitted was not adequate and asked for more playground equipment and the owner was shown the commercial playground equipment in "The Pines" and he agreed to revise his plans to include the same equipment. Also, when asked if the walking trails around the detention area were paved or not, the owner agreed to make them either concrete or asphalt in order to facilitate an all-weather surface. With a 4-0 vote, the Planning Commission recommended approval of PUD 38 as per staff recommendation and upgraded playground equipment and walking trails surface.



PUD 38

1 inch = 200 feet



ELM POINTE II

**An Addition located in the SE/4 of the SE/4
of Section 13, T-17-N, R-12-E, Tulsa County, Oklahoma.**

PLANNED UNIT DEVELOPMENT NUMBER 38

Prepared by:
JR Donelson, Inc.
12820 So. Memorial Dr., Office 100
Bixby, Oklahoma 74008
918-394-3030
Email: jrdon@tulsacoxmail.com

March 7, 2018

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I. Development Concept

The 'Elm Pointe II' comprises of 14.33 acres in one development area. The 14.33 acres gross (hereinafter the "Property" or the "Site") located in the SE/4 (Southeast Quarter) of the SE/4 (Southeast Quarter) of Section 12, T-17-N, R-12-E. The property is situated west of the northwest corner of East 141st Street South and South Peoria Avenue.

The project is planned as a single family residential development. Exhibit 1 is a Concept Illustration of the Site, including a Location Map insert.

Zoning.

The present zoning of the Property is CS (Commercial Shopping Center) District and RD, Residential. The Site is located within the jurisdiction of the Glenpool Comprehensive Plan. The Glenpool Comprehensive Plan supports the re-zoning on the property of R-3.

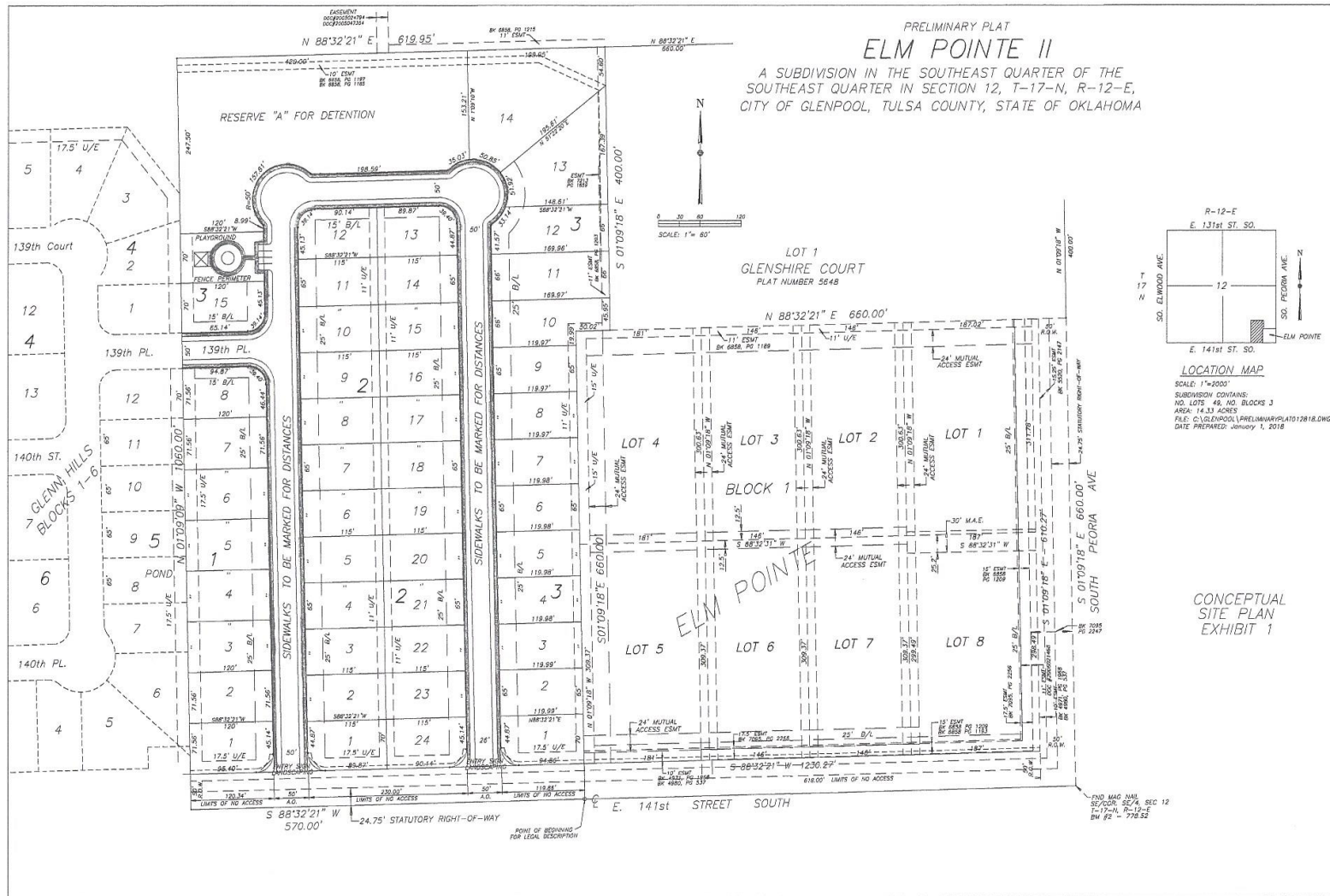
Features of the Site Area.

Located adjacent to the north boundary of the site is PUD 23, which is a RM-2 property. The property has been platted at 'Glenshire Court', Plat number 5648. The property to the west is being platted as Glenn Hills and zoned CS, Commercial Shopping Center District and RS-3, Residential.

Drainage and On-site Utilities.

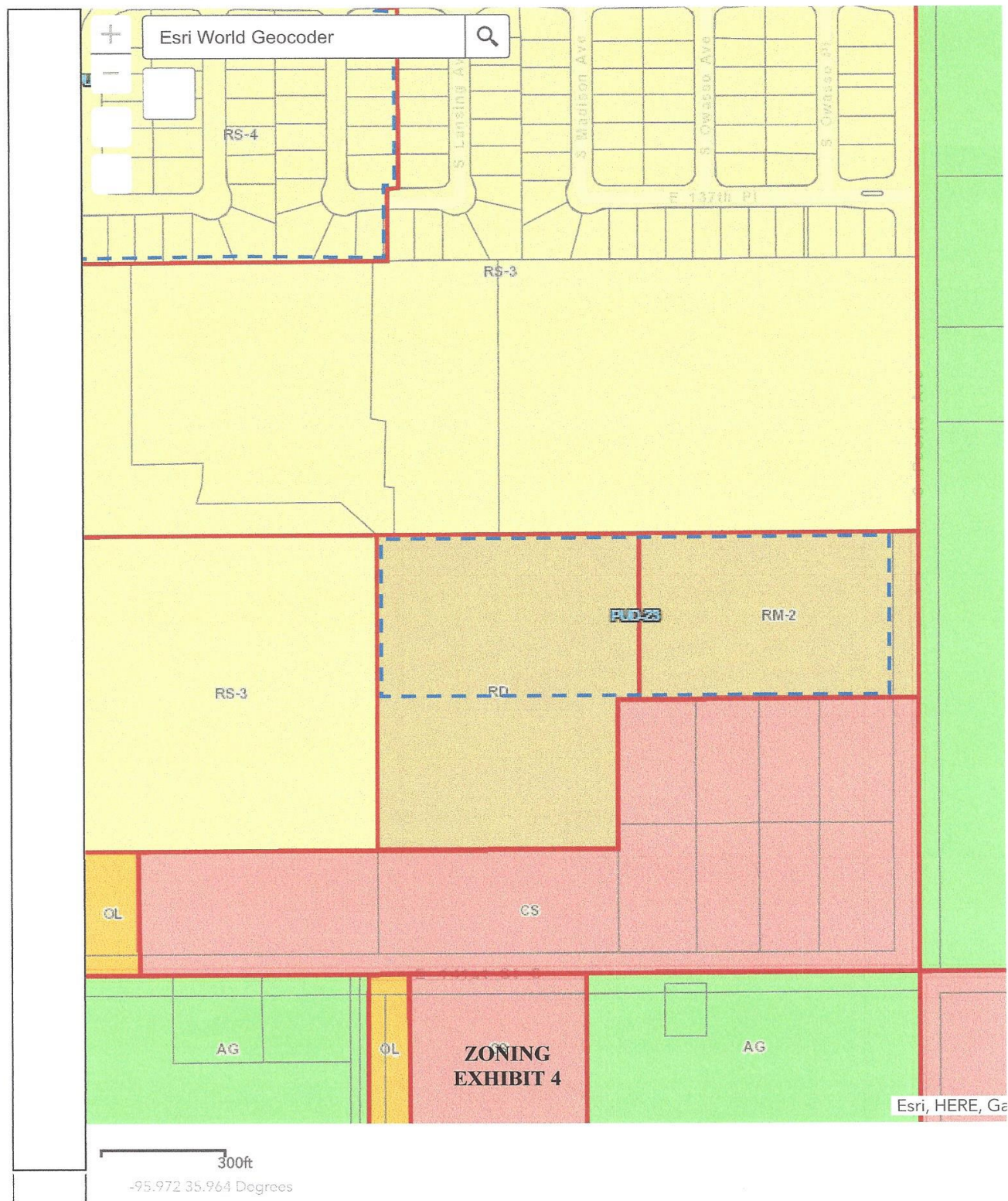
An on-site 'Dry' storm water detention facility will be constructed in the subdivision. This storm water detention facility can also be used by the residents as an outdoor recreation facility. Public sanitary sewer, water lines and storm sewer will be installed in the subdivision.







Zoning Map



LEGAL DESCRIPTION
ELM POINTE II

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EXHIBIT 5

PLAYGROUND

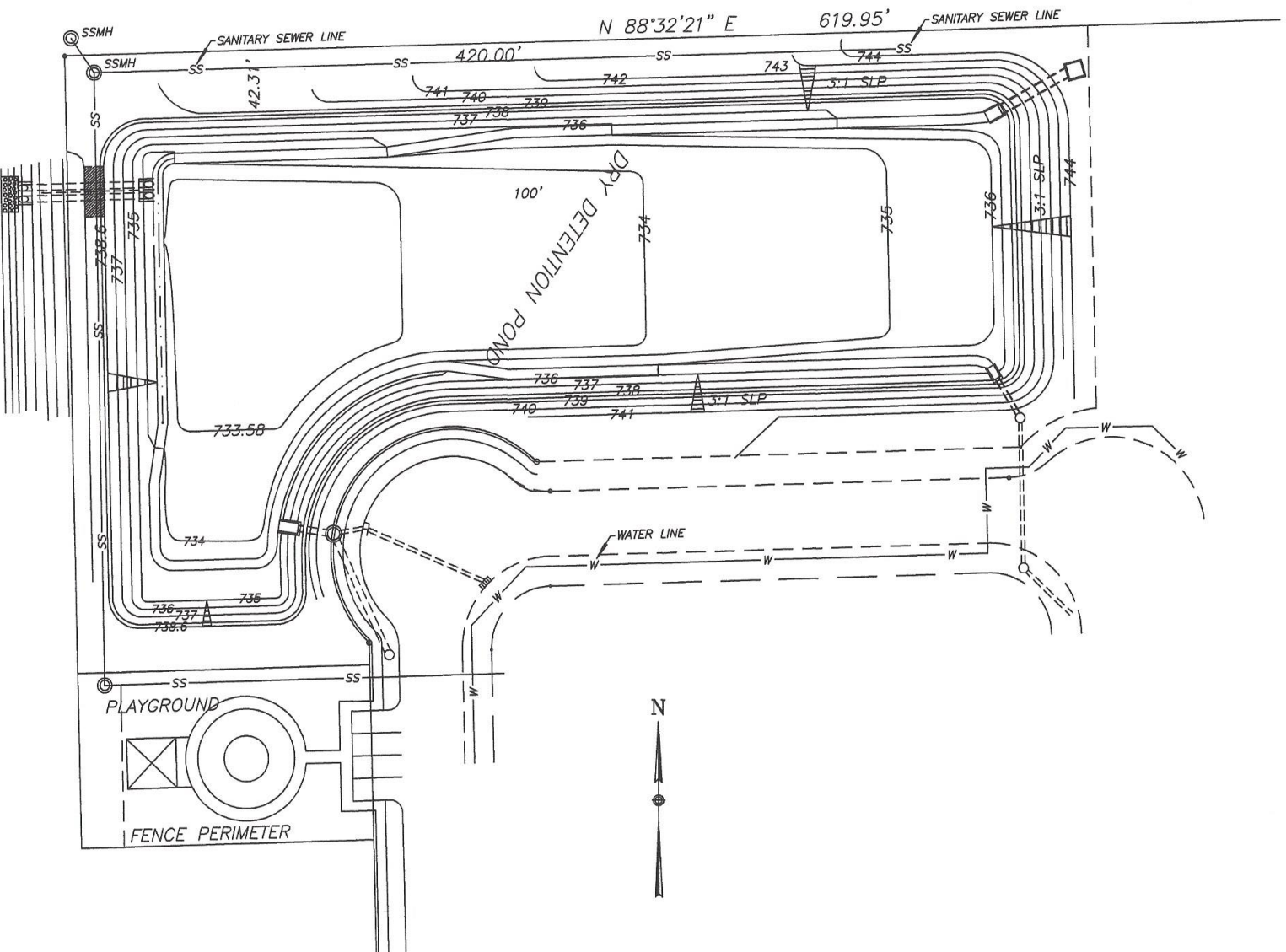


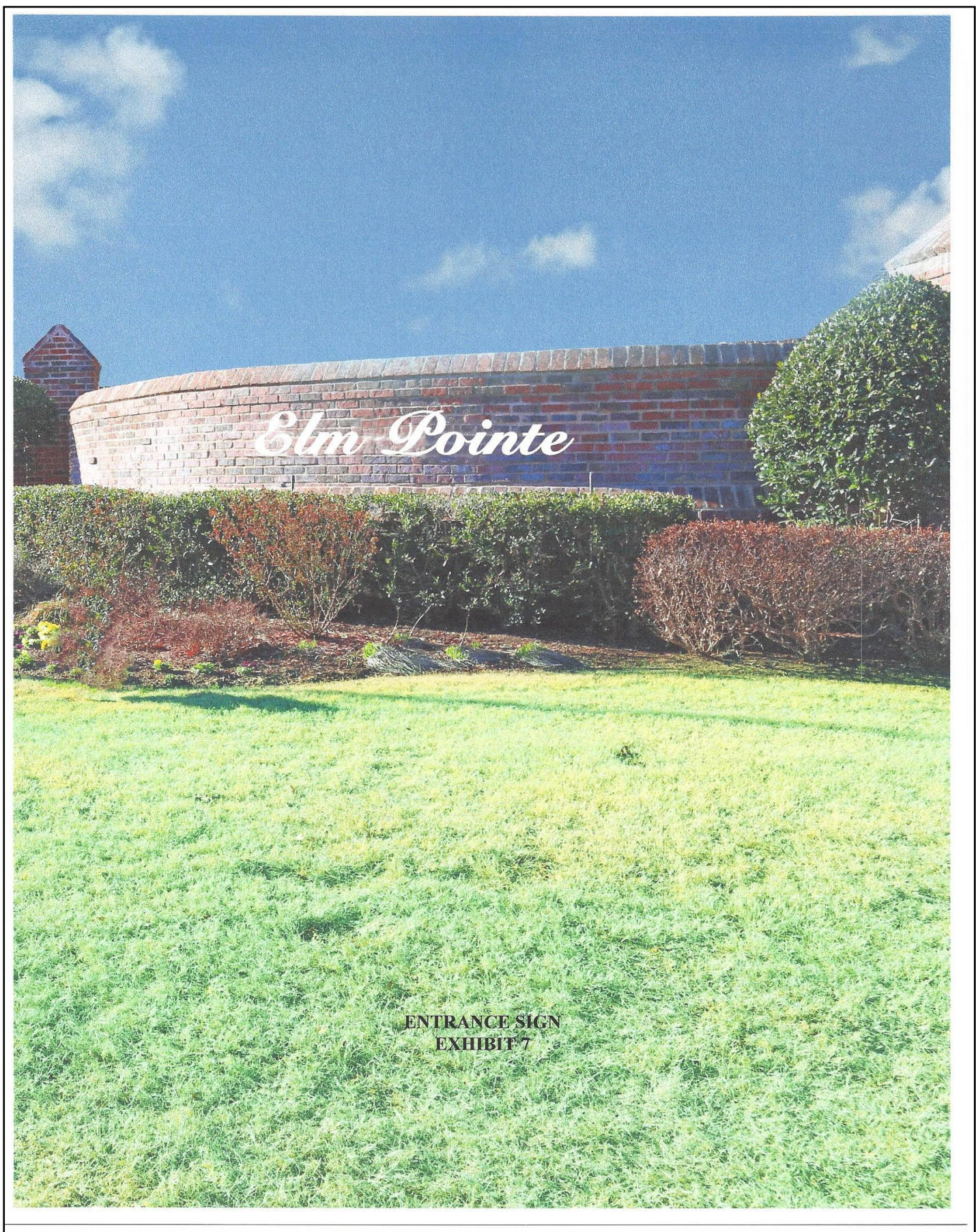
EXHIBIT 6



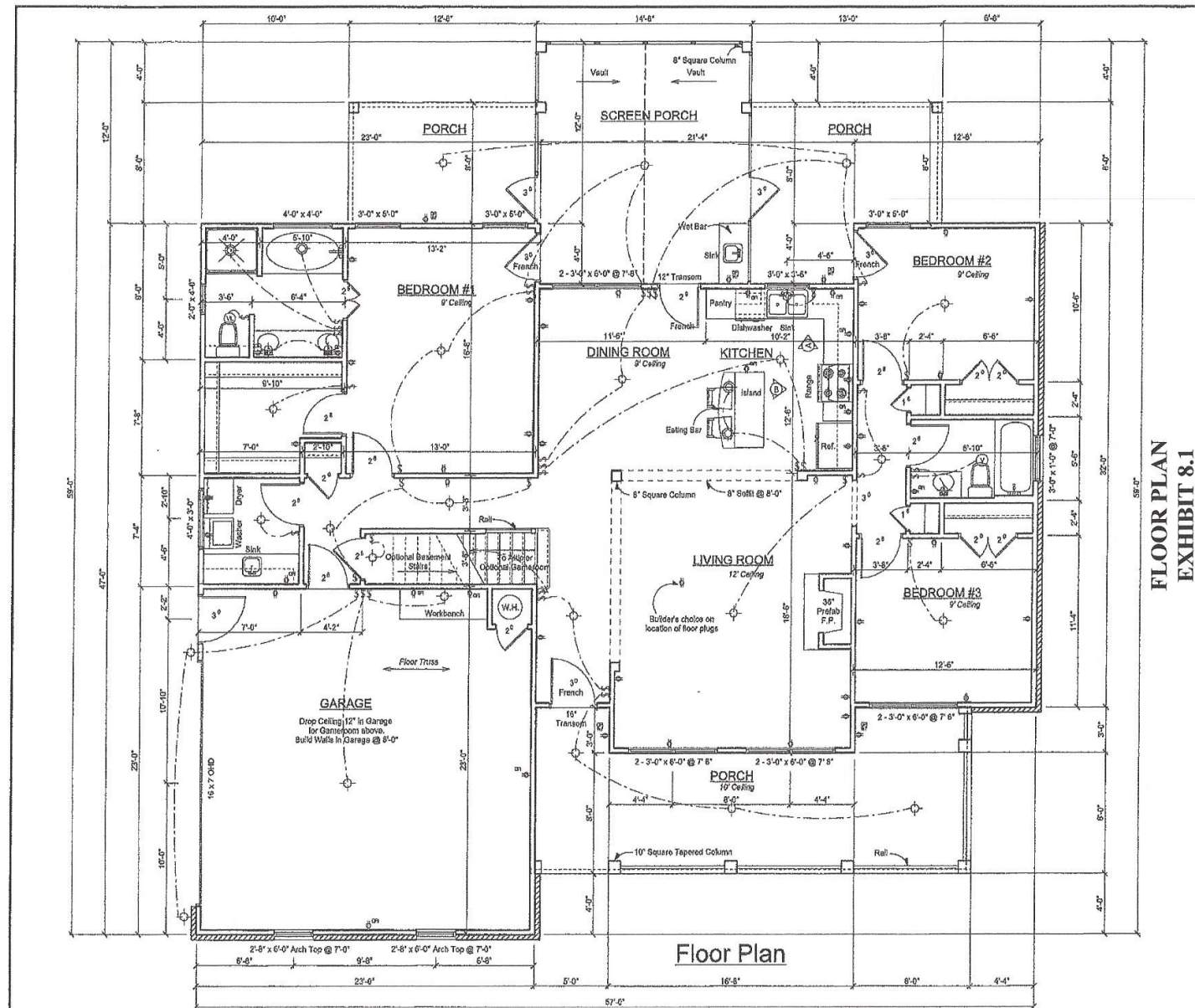
THE PINES
PLAYGROUND
EQUIPMENT

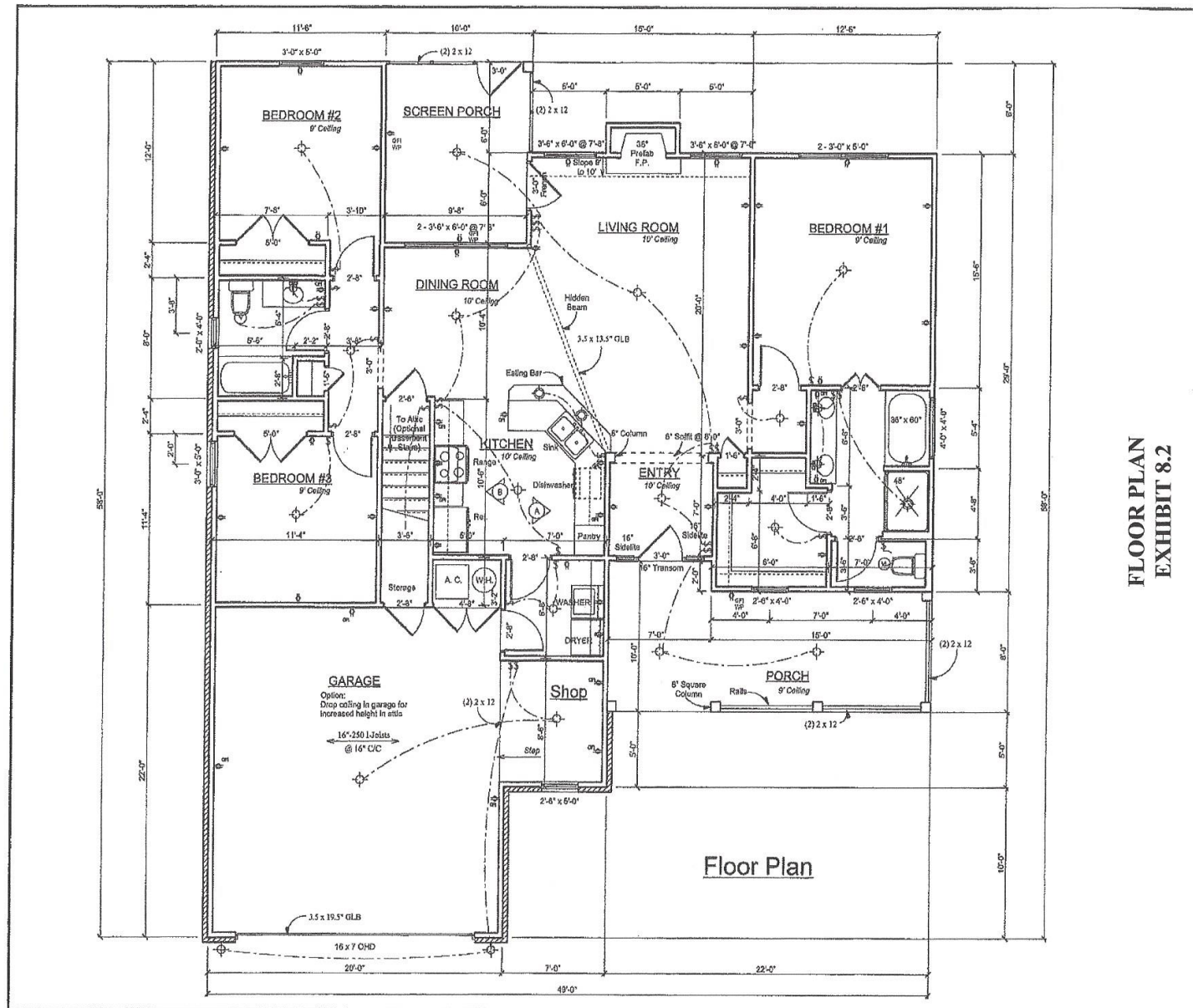
DETENTION POND / PLAYGROUND
EXHIBIT 6.1





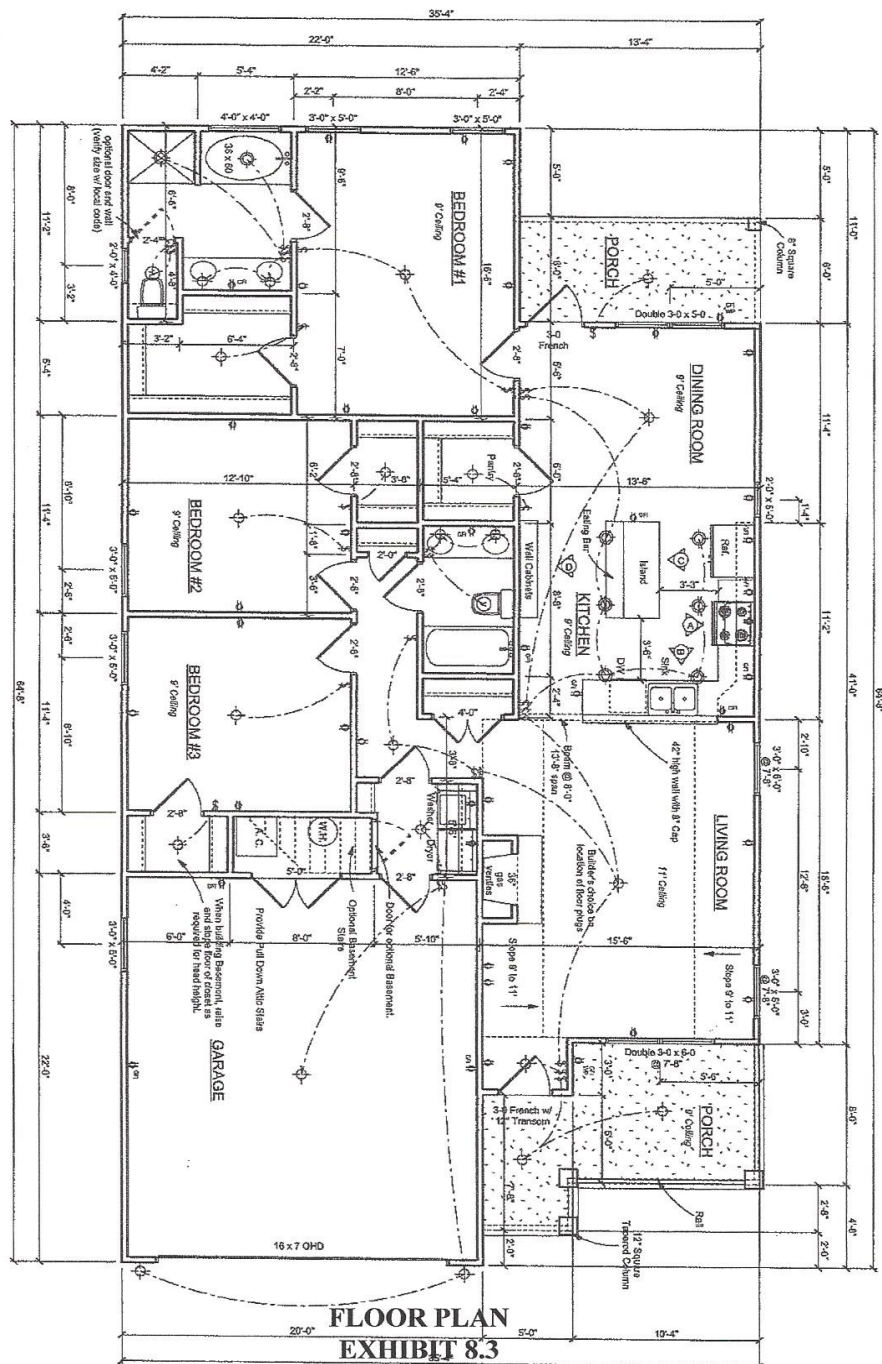
ENTRANCE SIGN
EXHIBIT 7





1,525 sf

Floor Plan



1,587 sf



HOUSE ELEVATION
EXHIBIT 9.1





HOUSE ELEVATION
EXHIBIT 9.3



HOUSE INTERIOR
EXHIBIT 10.1



HOUSE INTERIOR
EXHIBIT 10.2



II. Development Standards

Gross land area 14.329 acres

Maximum Dwelling Units: 48

Minimum Lot Width: 65 ft.

Minimum Lot Size: 7800 sq.ft.

Maximum Building Height: 35 ft.

Minimum Setbacks

The front building line 25 ft.

The side yard setback 5 ft. on side and 10 ft. second side

The rear yard setback 20 ft.

The corner lot setback 15 ft.

Note: If a side entry garage is proposed, then the wall of the house containing the garage door will be located a minimum of 20 feet from the adjacent property line.

Minimum house size 1500 sq.ft.

Off-street parking As required by the applicable Use Unit of the City of Glenpool Zoning Code

III. Access and Circulation

Vehicular access shall be derived from East 141st Street South . The curbs, gutters, base and paving materials of the streets shall be of a quality and thickness meeting the City of Glenpool standards for public streets. Access includes ingress and egress from East 141st Street South and 138th Place South to the West. Entrance masonry signage and landscaping will be located at the two East 141st Street South entrances.

IV. Utilities and Drainage

Utilities are either available at the development boundaries or will be provided by customary extension adjacent to the Site. Storm water drainage will be collected and routed to the northwest into the storm water detention pond. The storm sewer and storm water detention pond will be privately owned and maintained by the Elm Pointe Property Owners Association.

V. Site Plan Review

For the purposes of site plan review requirements, the approved final plat shall constitute the required detailed site plan. The air conditioning units will be located either on the side of the house with the 10 foot side yard or at the rear of the house.

VI. Restrictive Covenants; Enforcement

Restrictive covenants will be adopted and recorded for the Lots. Owners of the respective lots will be required by the covenants to keep and maintain the lots in a clean and professional manner (the "maintenance covenant"). The Maintenance Covenant will be enforced by the property owners' association for each Lot. Each lot owner will be a member of the Elm Pointe Property Owners Association.

VII. Expected Schedule of Development

Development of the project is expected to commence within 6 months and to be completed as market conditions permit.

VIII. Lighting

Light pole locations for street lighting will be determined by the electric provider for the residential subdivision.

IX. Playground and walking trail

A playground area will be constructed in the Reserve 'B'. The playground equipment, seating areas and play area will be maintained by the Elm Pointe Property Owners Association. A walk trail will be constructed along the top of the storm water detention facility. Sidewalks within the Elm Pointe II subdivision will be marked with distance markings to allow the homeowners within Elm Pointe II to track the distances walked. The storm water detention facility is designed as a dry storm water detention pond and can have youth soccer goals placed in the storm water detention facility, providing a place for youth to play soccer.

X. Landscaping

The landscaping for each lot and the entrances to the subdivision will be professionally landscaped.

XI. Legal Description

Exhibit 5 Legal Description

PLAT No.

