

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, June 6, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Father Sam Gordin, Anglican Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**
- F) Community Development Report – Lynn Burrow, Community Development Director**
- G) Treasurers Report – Julie Casteen, Finance Director**
- H) City Manager Report – Roger Kolman, City Manager**
- I) Mayor Report – Timothy Lee Fox, Mayor**
- J) Flag Day Presentation by Bardon-Humphries VFW Post 1327 – Brandon Kearns, Councilor**
- K) Council Comments**
- L) Public Comments**
- M) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from April 28, May 5, and May 16, 2016 meetings.**
(Susan White, City Clerk)
 - 2) Discussion and possible action to adopt Ordinance No. 722, "An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Commercial Shopping Center District (CS) To Commercial General District (CG), As Recommended By The Planning Commission Under Application GZ-254; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith."**
(Rick Malone, City Planner)

- 3) Discussion and possible action to award bid for pedestrian bridge demolition and replacement at Black Gold Park to S & J Construction Specialist in and amount not to exceed \$17,882.00 and authorize fund transfer from Council contingency 01-6-11-6289, to Park Improvement 01-6-14-6275 for said project.
(Lynn Burrow, Community Developer Director)
- 4) Discussion and possible action to enter into an Operational Agreement between the City of Glenpool and the Glenpool Area Emergency Medical Services District (GEMS).
(Roger Kolman, City Manager)
- 5) Public Hearing for the purpose of receiving staff report, recommendations and public comments, if any, on the proposed condemnation of dilapidated, uninhabitable structures at South 75 Mobile Home Park, 11717 S. Union Avenue, Glenpool, OK.
 - a) Open public hearing - Timothy Fox, Mayor
 - b) Presentation of Staff Report - Lowell Peterson, City Attorney; Stephanie Rammohan, Code Enforcement Officer
 - c) Facilitate public comments - Timothy Fox, Mayor
 - d) Close public hearing - Timothy Fox, Mayor
- 6) Discussion and possible action to adopt Resolution No. 16-06-01 of the City of Glenpool, "A Resolution Declaring A Public Nuisance And Ordering The City Of Glenpool To Commence Condemnation Proceedings In Accordance With Statutory Procedures As Implemented By Ordinance."
(Lowell Peterson, City Attorney)
- 7) Discussion and possible action to ratify amendments to Mercy Regional Lease Agreement for real property located at 14522 S. Broadway, Glenpool.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to approve the application for employee health insurance with Community Care, and authorize the City Manager to execute the agreement.
(Debbie Pengelly, Human Resources Director)
- 9) Discussion and possible action to approve 2016-2017 Workers Compensation Plan renewal with Oklahoma Municipal Assurance Group for City of Glenpool employees .
(Debbie Pengelly, Human Resources Director)
- 10) Discussion and possible action to Approve Resolution No. 16-06-02, "A Resolution Of The City Of Glenpool, Oklahoma, Requesting In Writing That Prisoners From The Oklahoma Department Of Corrections Be Assigned To A Public Works Project Pursuant To The Prisoners Public Works Act And Approving The Corresponding Public Works Contract."
(Roger Kolman, City Manager)

N) Adjournment

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

Signed: _____
City Clerk

Community Development Director's Report

May 31, 2016

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors & Board Members

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.

City/Public Related Activities and Projects:

Glenpool Vision 2025 Projects:

Water Storage Facility and Supporting Waterline Installation: (Gions Enterprises, Inc.)

- Goins Enterprises was authorized to begin construction on February 2, 2016 and has 270 calendar days to complete the project - on or before October 28, 2016.

Current Contractor Work Progress:

- The General Contractor has installed all required 8" and 12" diameter waterlines specified on the project construction documents.
- The Subcontractor constructing the water tower concrete base and foundation has fully completed that portion of the project.
- The Subcontractor fabricating and installing the water tower steel structure has delivered all ten (10) tractor trailer loads of steel parts and related materials to the tower site.
- Actual tower erection began April 25th and is currently 75% complete.
- It is estimated that tower erection will be fully complete on or before July 1st barring weather related delays.
- Tower exterior painting and interior corrosion proofing is estimated to take 40 calendar days to fully complete after the steel erection has been completed.
- Full project completion is anticipated on or before October 1st - again barring any major weather delays.

South County Soccer Complex:

- Greg Helms & Associates has been awarded the contract for the architectural and engineering design portion of this project and is currently preparing the conceptual design documents associated with the site and building related improvements being proposed on property owned by Tulsa County adjacent to the South County Recreation Center.
- The lease agreement between the City of Glenpool and Tulsa County covering the portion of the Recreation Center property involved with this project has been drafted and is currently being finalized with Tulsa County.

On-going Private Development and/or Building Projects:

Glenpool Medical Clinic: (Commercial Development and Building Project)

- This Project is located in Montapp Addition near 121st Street on the west side of Yukon Avenue.
- The building and development construction on this project is currently in the final stages of completion.
- Full project completion is anticipated by approximately June 15th.

Dumond Business Office: (Commercial Development and Building Project)

- This project is located in MonTapp Addition on the east side of Yukon Avenue and immediately north of the Bonnet Dental Clinic.
- The project consists of the development of a 1.9 acre site and the construction of a 6,000 s.f. single story office building serving as the corporate headquarters of Simple Simons Pizza Company.
- The project is currently in the building framing stage of construction.
- Full project completion is anticipated in October, 2016.

Wades RV Supercenter: (Commercial Development and Building Project)

- This project is located on a ten acre tract at the northeast corner of 161st Street and U.S. Highway 75 – immediately north of Tractor Supply.
- The project consists of the development of site related improvements and numerous building structures to be used for the sale and storage of a large number of RV type motor homes, coaches, and travel trailers – similar to the Wades RV facility currently located on 121st Street.
- The project is planned to be completed in several construction phases.
- Phase I and a portion of what was anticipated as Phase II of the project are currently under way with four individual buildings and supporting site improvements under construction in various stages of completion.
- The completion of Phase I and Phase II of the project are anticipated by July 1st.

Cotton Creek Mini Storage:

- This project is located on 181st Street west of U.S. Highway 75
- The storage buildings being constructed as part of the improvements for Phase I of this project are fully complete.
- The site improvements supporting the project are approximately 75% complete
- Full project completion is anticipated approximately July 1st.

Current Status of City of Glenpool Grant Projects:**2015 Community Development Block Grant Project: CDBG**

- This project consists of the renovation of certain elements of the Senior Citizen Activity Center located in Black Gold Park.
- Generally, the project will upgrade this facility by incorporating eleven (11) different sub-projects that will address deficiencies that exist currently related to ADA accessibility issues.
- The project was placed out to public bid with bids received and read March 28th.
- The resulting low bid was submitted by S & J Construction Specialist headquartered in Sapulpa.
- The approval and authorization to accept the low bid was heard, approved, and contract authorized at the April 4th City Council meeting.
- Start of construction (Notice to Proceed) was issued May 2nd.
- Project Work is approximately 40% complete as of June 1st.
- By contract, the Contractor has been given 120 days to fully complete the project work – September 1, 2016

Oklahoma Department of Transportation Grant Project:

- This project consists of the construction pedestrian sidewalks generally connecting the South County Community Recreation Center with the Glenpool school property on Warrior Road.
- Robert L. Shears and Associates and The Cowan Group have been selected as the project design consultants.
- A pre-design and kick-off meeting with ODOT and the project consultants was held March 25th to initiate the design portion of the project
- It is anticipated that the technical design and approval portion of the project will be completed by approximately November, 2016.
- Full project completion is estimated to be approximately July, 2017.

Current Planning Department and Planning Commission Activities:**Sunoco Glenpool Butane Blending Facility: (Submitted by SVT Energy Services, Inc.)**

- This project is located at 127th Street on the east side of US Highway 75.
- The Conditional Final Subdivision Plat has been submitted and was reviewed by the TAC on 4/1/16 and by the Planning Commission on 4/11/16 and by the City Council on 5/2/16.

- The final site plan will be reviewed by the Planning Commission on 6/13/16
- Final Earth Change and Building Permits for the project are to be issued immediately after final site plan approval is granted by the Planning Commission.

Glenpool Comprehensive Plan Amendment/Rezoning GZ-252/PUD-31 & Preliminary Plat: (Crossings at 126th Street Addition.)

- Rausch Coleman is requesting to rezone 20 acres located at the SW/comer of 126th Street and Vancouver Ave from AG to RS-4 in order to allow 68 lots that are proposed to be approximately 65' X 140' in size.

Application was Withdrawn 5/31/16

Re-zoning: GZ-253/PUD 32/Preliminary Subdivision Plat: Elwood Heights.

- Rausch Coleman Properties has made application to re-zone a 50 acre tract located at the northeast comer of 151st Street and Elwood Ave from AG to RS-4 in order to develop 168 single family residential lots averaging 65' X 140' in size.

Application was Withdrawn 5/31/16

Re-zoning: GZ-254- 21st Place Investments Group.

- Request to rezone the undeveloped portion of Phillips Corner Addition (approximately 25.91 acres) located at the southeast comer of 121st Street and US Highway 75 from CS (Commercial Shopping) to CG (Commercial General). PC: 5/9/16, CC: 5/16/16.

Re-zoning: GZ-254- 21st Place Investments Group.

- Request to rezone the undeveloped portion of Phillips Corner Addition (approximately 25.91 acres) located at the southeast comer of 121st Street and US Highway 75 from CS (Commercial Shopping) to CG (Commercial General).
PC: 5/9/16 RECOMMENDATION FOR APPROVAL
CC: 6/6/16.

Current Building & Inspection Department Activities: May, 2016:

Current Commercial Projects Permitted for Construction:

- QuikTrip Gas Island Addition
- WalMart Remodel Project – Drive thru Pharmacy & Grocery Pick Area
- Cotton Creek Mini Storage: Located on 181st Street - west of U.S. Highway 75.
- Glenpool Medical Clinic: Located in MonTapp Addition.
- Wades RV Supercenter: Located on 161st Street - east of U.S. Highway 75
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- Dumond Office Building: Located in MonTapp Addition
- St. Francis Health System Hospital; Located on 151st Street - east of U.S. Highway 75

Glenpool Residential and Commercial Building Permit Statistics – May, 2016

• New Residential Permits Issued in May, 2016:	14 Total
• New Commercial Permits Issued in May, 2016:	-0- Total
• Current Active Residential Permits:	64 Total
• Current Active Commercial Permits:	8 Total
• 2015 Residential Permits thru May:	59 Total
• 2016 Residential Permits issued thru May:	39 Total
• 2015 Commercial Permits Issued Thru May:	4 Total
• 2016 Commercial Permits Issued Thru May:	5 Total

Code Enforcement Department: May, 2016

Typical Issues Addressed by the Code Enforcement Department: Public Nuisances

- 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 March:

• Month-to-date Complaint Calls Received and Investigated:	93
• Year-to-date Complaint Calls Received and Investigated	284
• Public Nuisance Cases Open thru April 27th:	36
• New Cases Processed in March:	
1. Calls reporting high grass:	15
2. Structures damaged by fire:	-0-
3. Vehicles illegally parked:	4
4. Nuisance abatements performed by City personnel:	1
5. Residences without water service:	3
6. Tulsa County Health Department Citations:	-0-
7. Illegally placed signs:	29
8. Damage to public facilities citations:	-0-



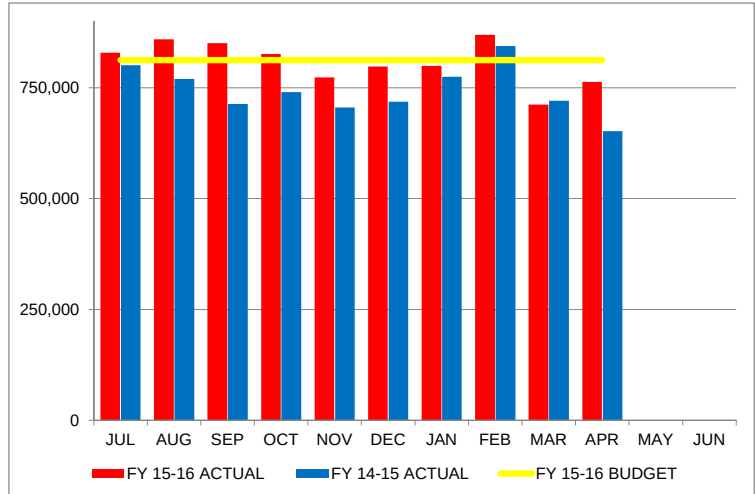




REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

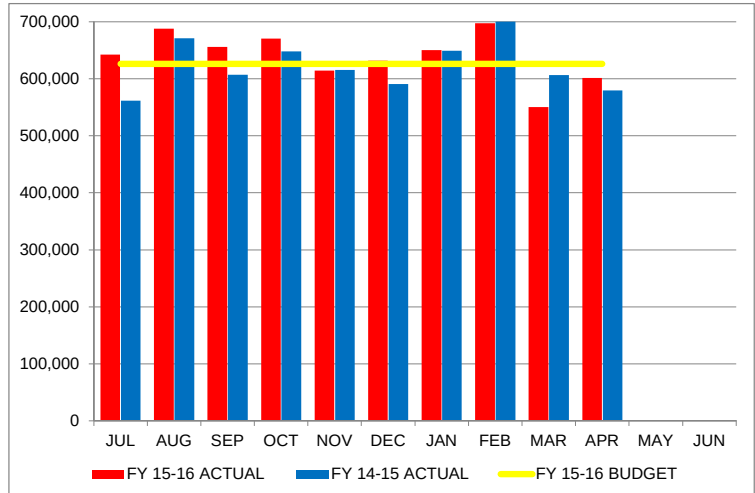
	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 812,091	\$ 828,909	\$ 16,818	2.1%	\$ 800,424
AUG	812,091	858,896	46,805	5.8%	769,549
SEP	812,091	850,589	38,498	4.7%	713,542
OCT	812,091	825,546	13,455	1.7%	739,968
NOV	812,091	773,122	(38,969)	-4.8%	705,739
DEC	812,091	797,727	(14,364)	-1.8%	718,503
JAN	812,091	799,343	(12,748)	-1.6%	774,304
FEB	812,091	869,422	57,331	7.1%	844,012
MAR	812,091	711,572	(100,519)	-12.4%	720,734
APR	812,091	763,381	(48,711)	-6.0%	652,331
MAY	-	-	-	-	-
JUN	-	-	-	-	-
YTD	\$ 8,120,913	\$ 8,078,508	\$ (42,406)	-0.5%	\$ 7,439,107



Total General Fund revenues YTD through April exceeded prior year by 8.6% but fell short of budget YTD by -0.5%. However, excluding lease proceeds and grants not yet received, revenues YTD exceeded budget by 2.4%.

TAXES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 626,003	\$ 642,505	\$ 16,502	2.6%	\$ 561,615
AUG	626,003	688,006	62,003	9.9%	670,930
SEP	626,003	655,934	29,931	4.8%	607,107
OCT	626,003	670,620	44,617	7.1%	648,122
NOV	626,003	614,054	(11,950)	-1.9%	615,483
DEC	626,003	631,576	5,572	0.9%	590,517
JAN	626,003	650,277	24,274	3.9%	649,242
FEB	626,003	697,487	71,483	11.4%	743,056
MAR	626,003	550,503	(75,500)	-12.1%	606,565
APR	626,003	601,468	(24,536)	-3.9%	579,325
MAY	-	-	-	-	-
JUN	-	-	-	-	-
YTD	\$ 6,260,033	\$ 6,402,429	\$ 142,396	2.3%	\$ 6,271,962



Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

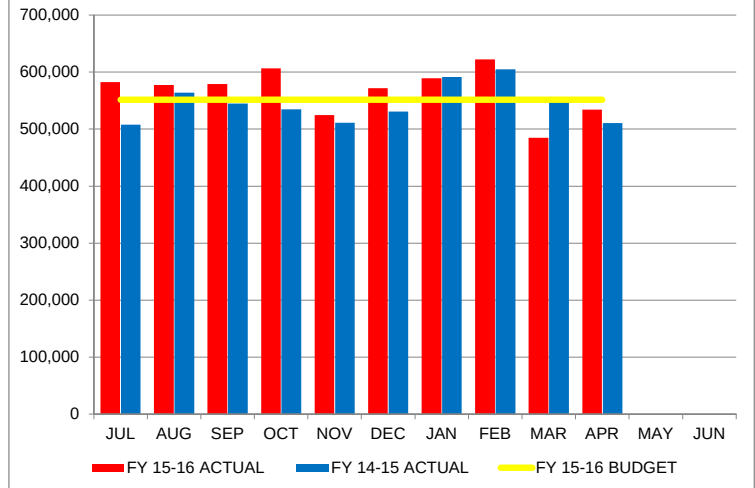
Total tax collections YTD through April exceeded prior year by 2.1% and exceeded budget YTD by 2.3%.

GENERAL FUND REVENUE ANALYSIS - continued

APRIL 2016

SALES TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 551,462	\$ 582,429	\$ 30,968	5.6%	\$ 507,524
AUG	551,462	577,621	26,159	4.7%	563,673
SEP	551,462	579,037	27,575	5.0%	544,836
OCT	551,462	606,378	54,916	10.0%	534,848
NOV	551,462	524,401	(27,061)	-4.9%	510,940
DEC	551,462	571,600	20,138	3.7%	530,565
JAN	551,462	589,288	37,826	6.9%	591,176
FEB	551,462	622,274	70,812	12.8%	604,596
MAR	551,462	484,990	(66,472)	-12.1%	548,590
APR	551,462	534,213	(17,249)	-3.1%	510,553
MAY					
JUN					
YTD	\$ 5,514,620	\$ 5,672,231	\$ 157,612	2.9%	\$ 5,447,301

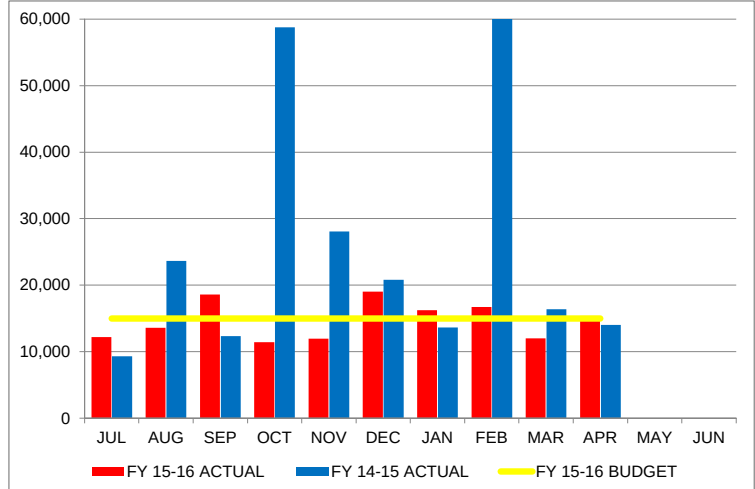


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD through April exceeded prior year by 4.1%, and exceeded budget by 2.9%.

USE TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 15,000	\$ 12,215	\$ (2,785)	-18.6%	\$ 9,308
AUG	15,000	13,594	(1,406)	-9.4%	23,670
SEP	15,000	18,607	3,607	24.0%	12,350
OCT	15,000	11,425	(3,575)	-23.8%	58,750
NOV	15,000	11,968	(3,032)	-20.2%	28,081
DEC	15,000	19,030	4,030	26.9%	20,786
JAN	15,000	16,259	1,259	8.4%	13,644
FEB	15,000	16,703	1,703	11.4%	61,140
MAR	15,000	12,003	(2,997)	-20.0%	16,391
APR	15,000	15,390	390	2.6%	14,014
MAY					
JUN					
YTD	\$ 150,000	\$ 147,193	\$ (2,807)	-1.9%	\$ 258,132

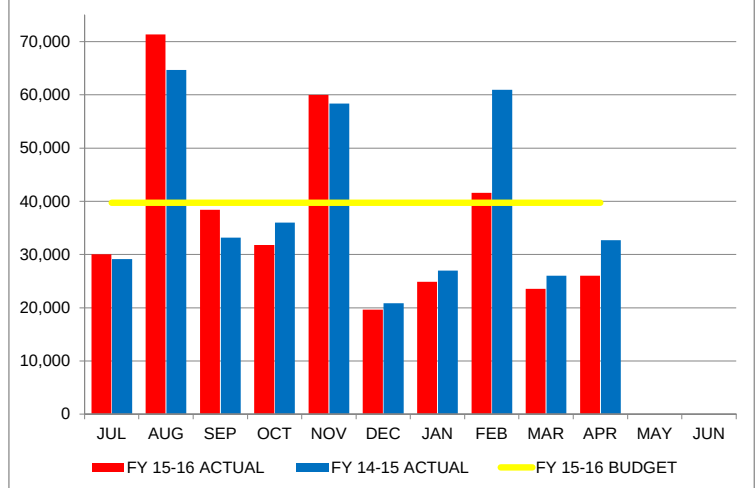


Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. This tax is applied in lieu of the sales tax because the goods were originally bought outside the state. Because use tax is often related to construction activity, collections can fluctuate widely from month to month and year to year.

Use tax collections YTD through April fell short of prior year by -43.0%, and under budget by -1.9%.

FRANCHISE TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 39,708	\$ 30,052	\$ (9,657)	-24.3%	\$ 29,156
AUG	39,708	71,340	31,632	79.7%	64,683
SEP	39,708	38,416	(1,293)	-3.3%	33,147
OCT	39,708	31,791	(7,917)	-19.9%	35,993
NOV	39,708	60,012	20,303	51.1%	58,342
DEC	39,708	19,640	(20,068)	-50.5%	20,834
JAN	39,708	24,903	(14,805)	-37.3%	26,991
FEB	39,708	41,576	1,867	4.7%	60,969
MAR	39,708	23,537	(16,171)	-40.7%	25,992
APR	39,708	26,030	(13,678)	-34.4%	32,685
MAY					
JUN					
YTD	\$ 397,083	\$ 367,297	\$ (29,786)	-7.5%	\$ 388,791

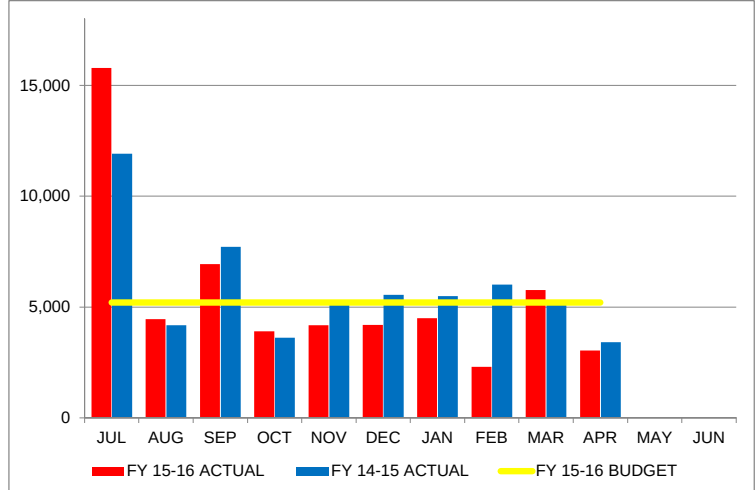


Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

Franchise tax collections YTD through April fell short prior year by -5.5%, and -7.5% under budget YTD.

LICENSES AND PERMITS

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 5,200	\$ 15,780	\$ 10,580	203.5%	\$ 11,914
AUG	5,200	4,451	(749)	-14.4%	4,181
SEP	5,200	6,940	1,740	33.5%	7,715
OCT	5,200	3,913	(1,287)	-24.7%	3,617
NOV	5,200	4,183	(1,017)	-19.6%	5,278
DEC	5,200	4,200	(1,000)	-19.2%	5,549
JAN	5,200	4,499	(701)	-13.5%	5,499
FEB	5,200	2,301	(2,899)	-55.7%	6,012
MAR	5,200	5,768	568	10.9%	5,121
APR	5,200	3,036	(2,164)	-41.6%	3,422
MAY					
JUN					
YTD	\$ 52,000	\$ 55,072	\$ 3,072	5.9%	\$ 58,306



Permits and Fees includes Building Permits, Trade Licenses, Pet Licenses, Assessment Fees and Fireworks and Sign Permits.

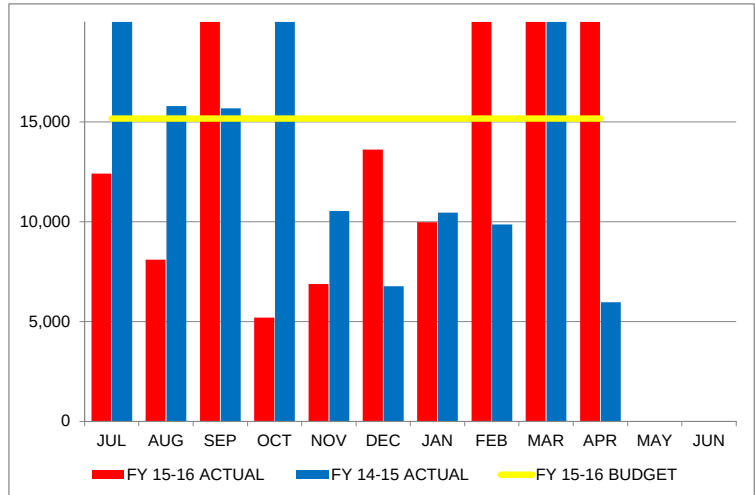
Permits and Fees YTD through April fell short of prior year by -5.5%, but exceeded budget by 5.9%.

GENERAL FUND REVENUE ANALYSIS - continued

APRIL 2016

CHARGES FOR SERVICES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 15,167	\$ 12,405	\$ (2,762)	-18.2%	\$ 22,069
AUG	15,167	8,105	(7,062)	-46.6%	15,786
SEP	15,167	39,574	24,407	160.9%	15,680
OCT	15,167	5,198	(9,969)	-65.7%	24,320
NOV	15,167	6,877	(8,289)	-54.7%	10,538
DEC	15,167	13,613	(1,553)	-10.2%	6,771
JAN	15,167	9,970	(5,197)	-34.3%	10,449
FEB	15,167	24,137	8,970	59.1%	9,869
MAR	15,167	20,088	4,921	32.4%	25,677
APR	15,167	25,671	10,504	69.3%	5,974
MAY					
JUN					
YTD	\$ 151,667	\$ 165,638	\$ 13,971	9.2%	\$ 147,131

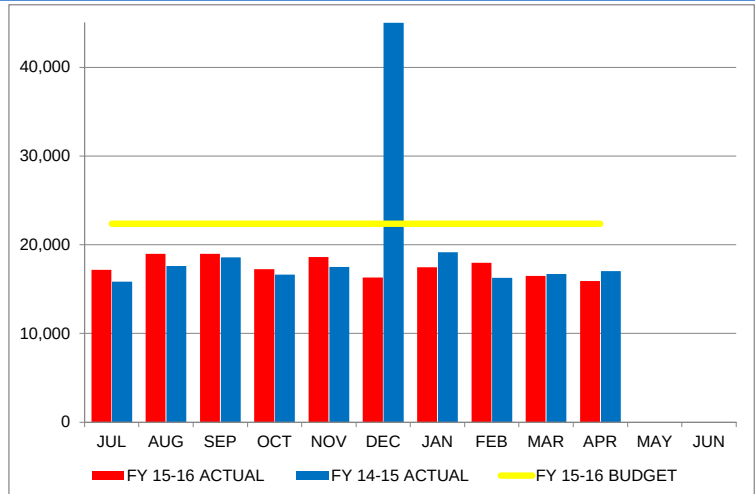


Charges for Services includes Development, Zoning and Inspection Fees, Dog Pound Fees, GEMS reimbursement, Police Specials Services (SRO) and charges for Police Reports. Prior year revenues were higher partly due to increased inspection fees related to the Grandview Height apartment complex, which is now completed.

Charges for Services YTD through April exceeded prior year by 12.6%, and over budget by 9.2%.

INTERGOVERNMENTAL

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 22,372	\$ 17,193	\$ (5,179)	-23.1%	\$ 15,830
AUG	22,372	18,998	(3,375)	-15.1%	17,619
SEP	22,372	18,981	(3,392)	-15.2%	18,582
OCT	22,372	17,241	(5,131)	-22.9%	16,628
NOV	22,372	18,620	(3,753)	-16.8%	17,507
DEC	22,372	16,326	(6,046)	-27.0%	59,281
JAN	22,372	17,483	(4,889)	-21.9%	19,152
FEB	22,372	17,955	(4,417)	-19.7%	16,275
MAR	22,372	16,492	(5,880)	-26.3%	16,718
APR	22,372	15,900	(6,472)	-28.9%	17,048
MAY					
JUN					
YTD	\$ 223,721	\$ 175,188	\$ (48,533)	-21.7%	\$ 214,639



Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. Reimbursement for the purchase of a senior bus was received in December FY14-15. The FY15-16 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been received.

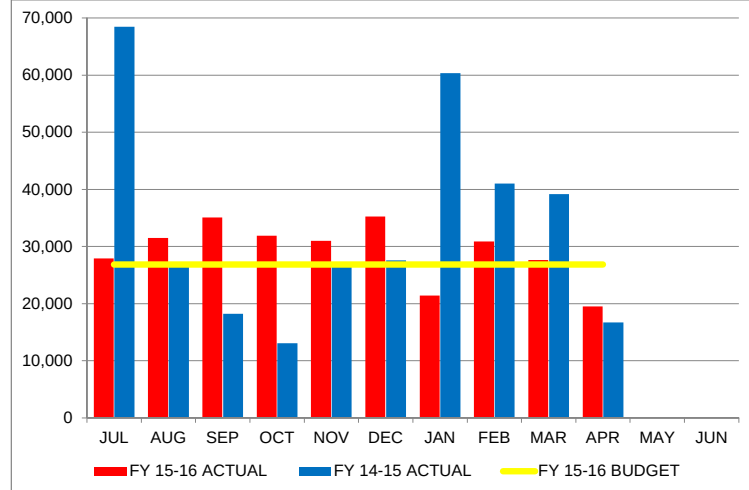
Intergovernmental YTD through April fell short of prior year by -18.4%, and under budget by -21.7% due to the Senior Building project not yet completed.

GENERAL FUND REVENUE ANALYSIS - continued

APRIL 2016

FINES AND FORFEITURES

	FY 15-16		FY 15-16		BUDGET		FY 14-15	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 26,833	\$ 27,905	\$ 1,072	4.0%			\$ 68,447	
AUG	26,833	31,517	4,683	17.5%			26,795	
SEP	26,833	35,072	8,238	30.7%			18,216	
OCT	26,833	31,896	5,063	18.9%			13,059	
NOV	26,833	31,011	4,177	15.6%			26,542	
DEC	26,833	35,228	8,394	31.3%			27,597	
JAN	26,833	21,397	(5,436)	-20.3%			60,335	
FEB	26,833	30,900	4,066	15.2%			41,041	
MAR	26,833	27,649	816	3.0%			39,152	
APR	26,833	19,517	(7,316)	-27.3%			16,721	
MAY								
JUN								
YTD	\$ 268,333	\$ 292,091	\$ 23,758	8.9%			\$ 337,905	

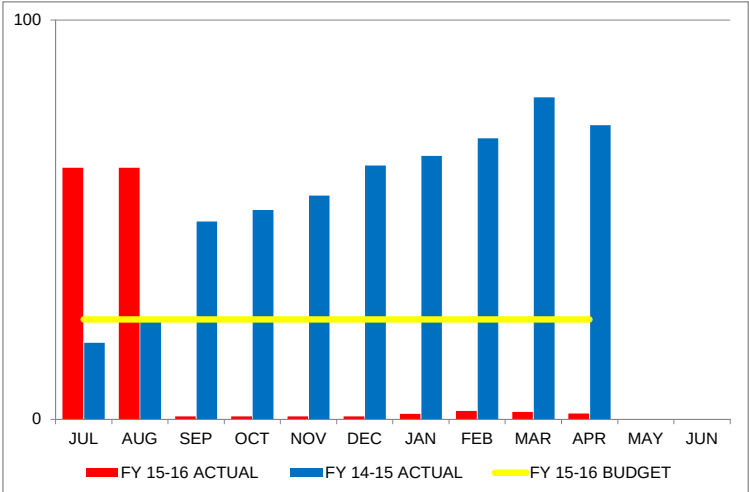


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through April fell short of prior year by -13.6%, but over budget by 8.9%.

INVESTMENT INCOME

	FY 15-16		FY 15-16		BUDGET		FY 14-15	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 25	\$ 63	\$ 38	152.1%			\$ 19	
AUG	25	63	38	152.0%			25	
SEP	25	1	(24)	-97.1%			50	
OCT	25	1	(24)	-97.0%			52	
NOV	25	1	(24)	-97.1%			56	
DEC	25	1	(24)	-97.0%			64	
JAN	25	1	(24)	-94.6%			66	
FEB	25	2	(23)	-91.5%			70	
MAR	25	2	(23)	-92.6%			81	
APR	25	1	(24)	-94.2%			74	
MAY								
JUN								
YTD	\$ 250	\$ 136	\$ (114)	-45.7%			\$ 557	

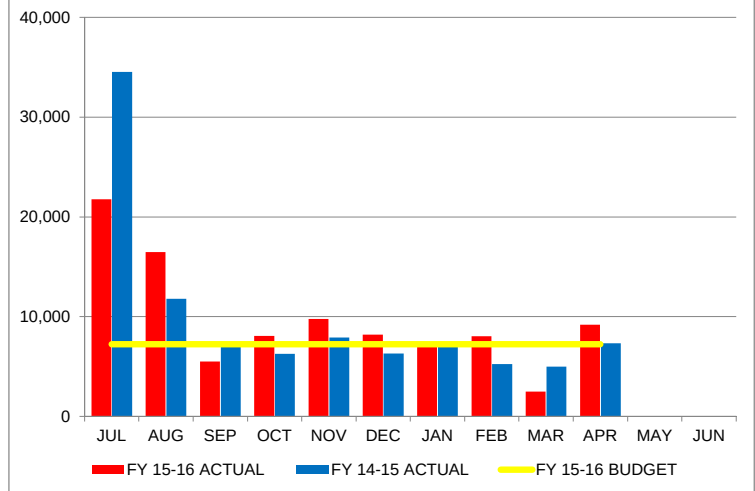


Investment Income is interest on deposits.

Investment Income YTD through April fell short of prior year by -75.6%, and under budget YTD by -45.7%.

MISCELLANEOUS/OTHER

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 7,233	\$ 21,764	\$ 14,531	200.9%	\$ 34,536
AUG	7,233	16,464	9,230	127.6%	11,789
SEP	7,233	5,500	(1,733)	-24.0%	7,394
OCT	7,233	8,089	856	11.8%	6,288
NOV	7,233	9,789	2,556	35.3%	7,911
DEC	7,233	8,195	962	13.3%	6,301
JAN	7,233	7,128	(106)	-1.5%	7,138
FEB	7,233	8,053	819	11.3%	5,266
MAR	7,233	2,482	(4,752)	-65.7%	4,998
APR	7,233	9,200	1,967	27.2%	7,344
MAY					
JUN					
YTD	\$ 72,333	\$ 96,664	\$ 24,331	33.6%	\$ 98,965

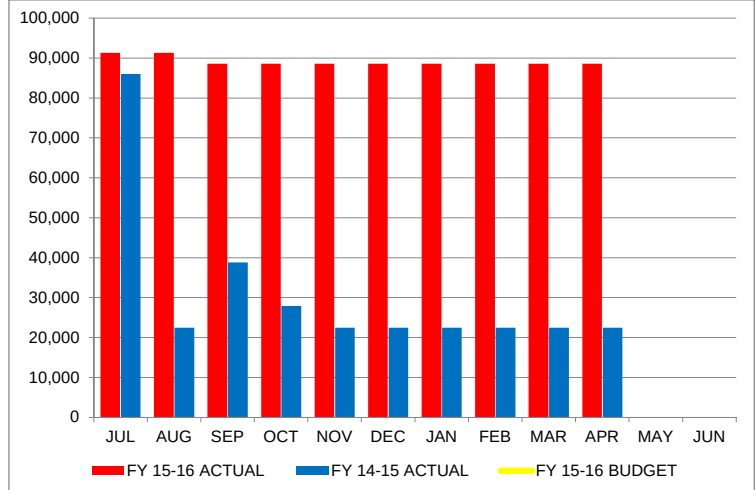


Other Revenue consists of sale of assets, refunds, and rental income for municipal buildings and tower antenna space.

Miscellaneous revenues YTD through April fell short of prior year by -2.3%, but exceeded budget by 33.6%.

OTHER FINANCING SOURCES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 109,258	\$ 91,293	\$ (17,964)	-16.4%	\$ 85,994
AUG	109,258	91,293	(17,964)	-16.4%	22,424
SEP	109,258	88,588	(20,670)	-18.9%	38,799
OCT	109,258	88,588	(20,670)	-18.9%	27,882
NOV	109,258	88,588	(20,670)	-18.9%	22,424
DEC	109,258	88,588	(20,670)	-18.9%	22,424
JAN	109,258	88,588	(20,670)	-18.9%	22,424
FEB	109,258	88,588	(20,670)	-18.9%	22,424
MAR	109,258	88,588	(20,670)	-18.9%	22,424
APR	109,258	88,588	(20,670)	-18.9%	22,424
MAY					
JUN					
YTD	\$ 1,092,576	\$ 891,290	\$ (201,286)	-18.4%	\$ 309,642



Transfers from the Glenpool Utility Services Authority and the Glenpool Industrial Authority represent a reimbursement (on an annualized basis) from those funds for services provided by the General Fund. In addition, proceeds from the issuance of debt as well as use of fund balance on accounted for in this revenue category.

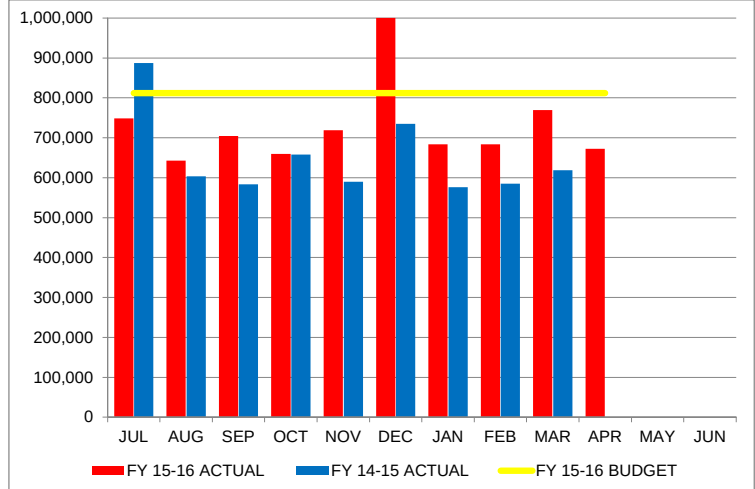
Transfers YTD through April exceeded prior year by 166.5%, but fell short of budget by -18.4% due to vehicle lease proceeds budgeted but not yet received.

GENERAL FUND EXPENDITURE ANALYSIS

APRIL 2016

EXPENDITURES

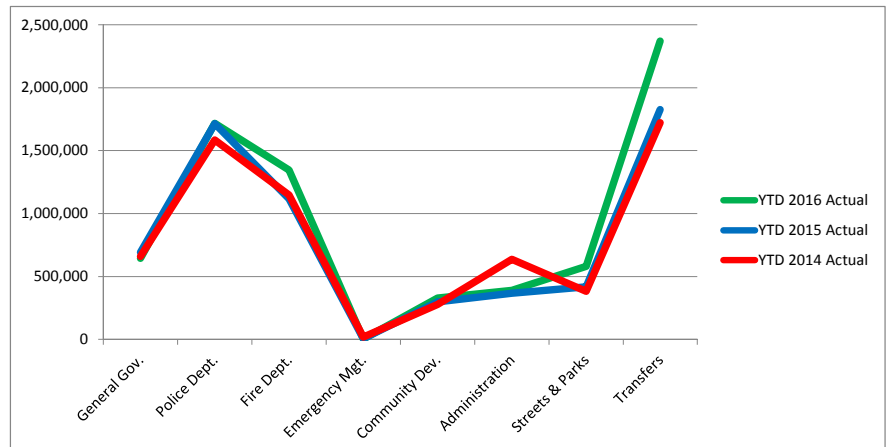
	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 812,091	\$ 748,590	\$ (63,502)	-7.8%	887,196
AUG	812,091	643,106	(168,985)	-20.8%	603,648
SEP	812,091	704,220	(107,872)	-13.3%	583,305
OCT	812,091	660,015	(152,076)	-18.7%	658,434
NOV	812,091	718,704	(93,387)	-11.5%	590,031
DEC	812,091	1,097,959	285,867	35.2%	734,938
JAN	812,091	683,475	(128,616)	-15.8%	576,387
FEB	812,091	683,794	(128,297)	-15.8%	585,122
MAR	812,091	769,230	(42,862)	-5.3%	619,143
APR	812,091	672,779	(139,313)	-17.2%	-
MAY					
JUN					
YTD	\$ 8,120,913	\$ 7,381,872	\$ (739,042)	-9.1%	\$ 5,838,203



General Fund expenditures YTD exceeded prior year by 26.4%, and under budget YTD by -9.1%. The spike in December 2015 expenditures is due to a contractor payment for the street repairs project completed last year.

EXPENDITURES BY DEPARTMENT

	YTD 2014 Actual	YTD 2015 Actual	YTD 2016 Actual
General Gov.	\$ 659,481	\$ 692,508	\$ 645,137
Police Dept.	1,585,355	1,714,278	1,717,053
Fire Dept.	1,148,081	1,117,595	1,346,576
Emergency Mgt.	18,650	6,363	2,305
Community Dev.	278,599	297,585	328,568
Administration	637,010	366,085	390,621
Streets & Parks	381,758	418,010	579,881
Transfers	1,722,447	1,827,775	2,371,730
Totals	\$ 6,431,381	\$ 6,440,199	\$ 7,381,872



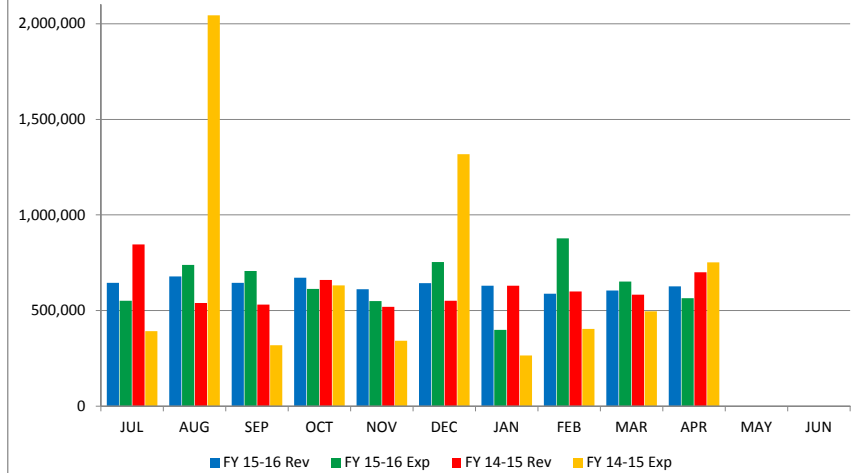
Excluding transfers, General Fund expenditures are up 6.2% over prior year compared to a decrease of -1.5% in FY14-15 over prior year.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE

APRIL 2016

REVENUE VS EXPENDITURES

	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 645,322	\$ 551,809	\$ 845,265	\$ 391,871
AUG	677,988	737,942	538,807	2,044,818
SEP	644,114	706,547	530,344	317,506
OCT	671,978	612,794	659,960	631,188
NOV	611,917	550,044	519,633	342,172
DEC	642,943	753,830	550,996	1,317,299
JAN	629,488	398,450	629,310	264,837
FEB	587,453	877,412	599,277	404,346
MAR	605,236	651,333	582,283	496,131
APR	626,095	564,087	699,444	751,818
MAY				
JUN				
Totals	\$ 6,342,535	\$ 6,404,247	\$ 6,155,318	\$ 6,961,987



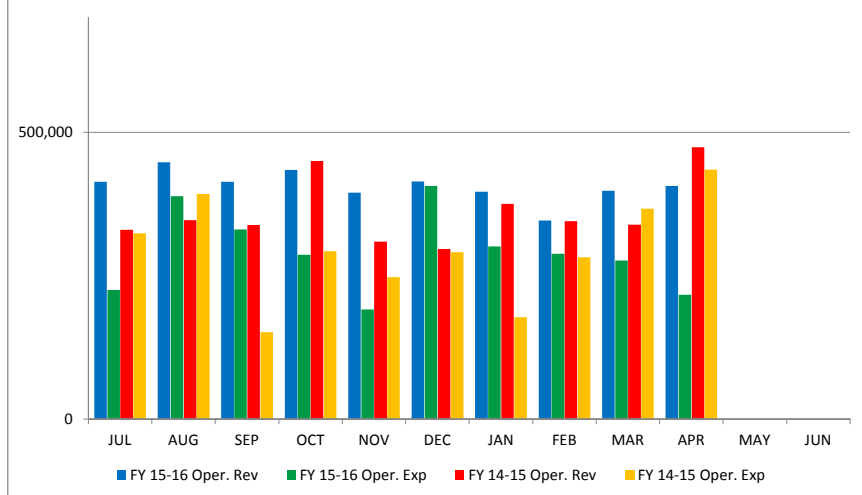
Charges for services YTD are up 16.9% over prior year. Debt service payments were made from the Capital Improvement Fund in FY14-15. FY14-15 expenses include a \$1.4 million contribution in land to the GIA. After adjustments to the FY14-15 expenses for these items, expenses are up 13.8% over prior year.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
NET INCOME

APRIL 2016

OPERATING REVENUE VS OPERATING EXPENSES

	FY 15-16		FY 14-15	
	Oper. Rev	Oper. Exp	Oper. Rev	Oper. Exp
JUL	\$ 413,752	\$ 224,858	\$ 330,066	\$ 323,820
AUG	447,620	388,394	346,501	392,204
SEP	413,392	330,621	338,038	151,156
OCT	434,421	286,208	449,608	292,530
NOV	394,854	191,151	309,280	247,341
DEC	414,080	406,242	296,611	290,734
JAN	396,203	301,028	374,925	177,381
FEB	345,922	287,814	344,892	281,934
MAR	398,026	276,521	338,856	366,483
APR	406,579	216,881	474,064	434,820
MAY				
JUN				
Totals	\$ 4,064,848	\$ 2,909,719	\$ 3,602,842	\$ 2,958,402



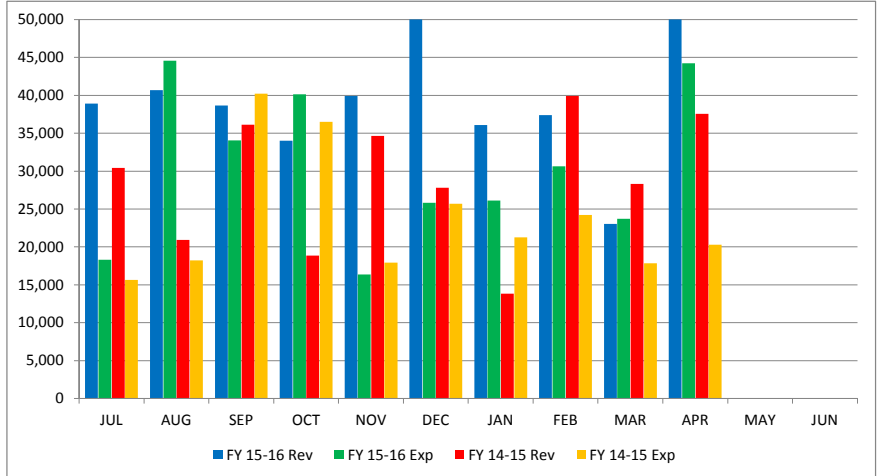
Operating revenues are up 11.4% over prior year as a result of increased utility rates. Operating expenses, which do not include debt service and transfers, are down -1.7% YTD over prior year. Net operating income YTD through April is up 79.2% over prior year.

GLENPOOL INDUSTRIAL AUTHORITY (GIA):
OVERALL FUND PERFORMANCE

APRIL 2016

TOTAL REVENUE VS EXPENDITURES

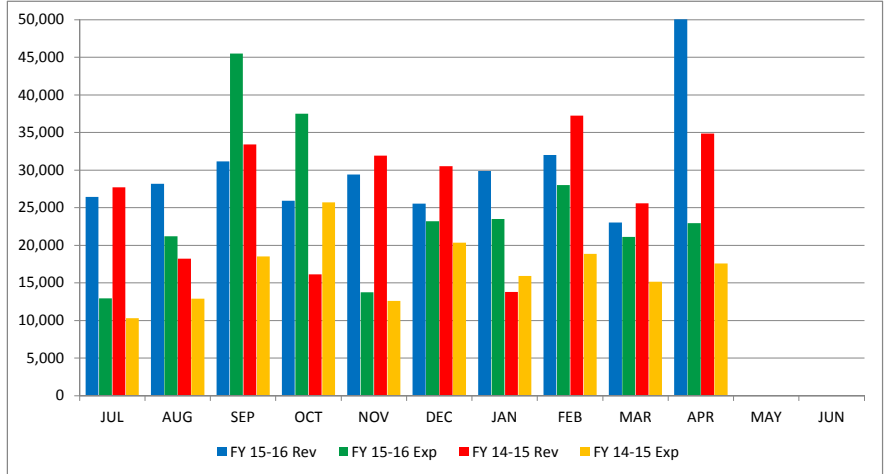
	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 38,906	\$ 18,285	\$ 30,421	\$ 15,644
AUG	40,681	44,578	20,933	18,221
SEP	38,641	34,037	36,124	40,224
OCT	33,991	40,117	18,835	36,493
NOV	39,912	16,361	34,639	17,928
DEC	51,278	25,839	27,817	25,678
JAN	36,068	26,119	13,810	21,245
FEB	37,381	30,629	39,939	24,197
MAR	23,036	23,723	28,296	17,857
APR	53,106	44,221	37,540	20,300
MAY				
JUN				
Totals	\$ 393,000	\$ 303,908	\$ 288,355	\$ 237,787



Industrial Authority net income, excluding transfers, is up 60%, with net operating income of \$81,105 YTD versus \$50,567 YTD in FY14-15.

CONFERENCE CENTER REVENUE VS EXPENDITURES

	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 26,440	\$ 12,954	\$ 27,716	\$ 10,313
AUG	28,179	21,192	18,228	12,891
SEP	31,150	45,483	33,419	18,518
OCT	25,900	37,492	16,129	25,704
NOV	29,394	13,736	31,933	12,598
DEC	25,550	23,214	30,523	20,348
JAN	29,881	23,494	13,810	15,915
FEB	32,018	28,004	37,233	18,866
MAR	23,036	21,098	25,590	15,152
APR	53,106	22,926	34,835	17,595
MAY				
JUN				
Totals	\$ 304,653	\$ 249,592	\$ 269,416	\$ 167,898



Conference Center Net income YTD through April is down 46% over prior year due to increased operating expenses as well as personnel costs that were formerly recorded in the General Fund.

MINUTES
SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL
GLENPOOL UTILITY SERVICES AUTHORITY
AND THE GLENPOOL INDUSTRIAL AUTHORITY

April 28, 2016

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:32 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, Councilor/Trustee Patricia Agee; and Councilor/Trustee Brandon Kearns.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City/Trust Attorney; Julie Casteen, Finance Director; Dennis Waller, Police Chief; Paul Newton, Fire Chief; and Debbie Pengelly, Human Resources Director.

1. Discussion concerning FY 2016-2017 Proposed Budget.

Julie Casteen, Finance Director, presented a slide show of the proposed operating fund budgets for discussion and inspection. She summarized the revenue projections and communicated the need for a rate increase to utility customers. Also discussed was the installation of a water meter for monitoring water loss supplied by Tulsa.

- Workshop was adjourned at 7:00 p.m.

Date

Mayor

ATTEST:

Deputy City Clerk

MINUTES
SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL
GLENPOOL UTILITY SERVICES AUTHORITY
AND THE GLENPOOL INDUSTRIAL AUTHORITY

May 5, 2016

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:38 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, Councilor/Trustee Patricia Agee; and Councilor/Trustee Brandon Kearns.

Staff present: Roger Kolman, City Manager; Julie Casteen, Finance Director; Dennis Waller, Police Chief; Paul Newton, Fire Chief; and Debbie Pengelly, Human Resources Director.

1. Discussion concerning FY 2016-2017 Proposed Budget.

Julie Casteen, Finance Director, presented a slide show of the proposed capital equipment and capital improvement requests. She also noted changes to the operating budget since the last workshop, and briefly discussed the health insurance rate increase received from the City's health insurance provider.

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

Date

Mayor

ATTEST:

Deputy City Clerk

MINUTES

CITY COUNCIL MEETING

May 16, 2016

The Regular Session of the Glenpool City Council was held at 6:30 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor.

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

Also present were: Josh Reyes, Extreme Worship and Outreach Center; Michael Sager; Jan Slinkard; Robert A. Lemons; Alan Woodcock; Stephen Gray; and John Lindsay.

- A) Mayor Fox called the meeting to order at 6:34 p.m.**
- B) Julie Casteen, acting City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Josh Reyes offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman reported that the Council will revisit the sign code ordinance during a Workshop meeting the week of May 30th.
 - There will be a rescheduling of the Special meeting to adopt the budget, from June 13 to June 14. This scheduling change is proposed to accommodate the Planning Commission meeting also scheduled for a meeting on June 13.
 - Mr. Kolman announced Council recruitment for Ward 4 seat has been published.
 - Reminder that Black Gold Days is scheduled for June 16-19 and quickly approaching. The Chamber is still seeking volunteers for the event. See Kim at the Chamber office to sign up to volunteer.
- F) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox announced that the Glenpool Boys 5A Track and Field team won the state championship.
- G) Council Comments**
 - Councilor Kearns announced that the Glenpool High School graduation ceremonies are scheduled for May 23 at the Tulsa Fairgrounds Pavilion.
 - Vice-Mayor Ceesay echoed the Mayor's sentiments concerning the Boys Track and Field championship and recognized the outstanding efforts of the team.
- H) Public Comments**
 - None.

I) Reading of Proclamation – Timothy Lee Fox, Mayor; Sergeant Tracey Powell, GPD

- Mayor Fox recognized Detective Powell for his dedication and hard work at the GPD and on this case in particular. Mayor Fox invited Aubrie Wynn to the podium to be recognized while he read a Proclamation honoring Ms. Wynn and Ms. Mikayla Garland for their exceptional bravery and actions in helping the Glenpool Police Department solve a crime committed in Glenpool.

J) Scheduled Business

1) Discussion and possible action to approve minutes from May 2, 2016 meeting.

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

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

AGAINST: None

Motion carried.

2) Discussion and possible action to appoint Joyce Calvert to the Glenpool Planning Commission and Board of Adjustment, serving a three year term commencing June 2016.

Mayor Fox recognized Mrs. Calvert's previous experience with the Glenpool Planning Commission and Board of Adjustment as well as her experience as a realtor. He looks forward to her being confirmed to a third term.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to appoint Joyce Calvert to the Glenpool Planning Commission and Board of Adjustment for a third term.

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

AGAINST: None

Motion carried.

3) Discussion and possible action to adopt Ordinance No. 720, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Residential Single Family Highest Density District (RS-4) [And From Agriculture (AG) to Commercial General (CG)], Under Application GZ-255; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

Rick Malone presented Ordinance No. 720 for Council consideration. The ordinance represents a request from Summit Properties to change zoning from AG to RS4, and CG on acreage located approximately 1/4 mile east of the northeast corner of 151st Street and Elwood Ave. Staff recommended approval of the zoning change based on conformity with current Glenpool zoning patterns and requirements.

Mayor Fox invited all interested parties whom had provided written request, to speak on the item under consideration. Multiple individuals spoke both in favor and in opposition to the proposed zoning change. Councilors Ceesay and Agee offered comments in favor of the zoning amendment while Mayor Fox expressed an opinion of opposition.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to adopt Ordinance No. 720 as presented.

FOR: Councilor Agee; Vice-Mayor Ceesay

AGAINST: Mayor Fox; Councilor Kearns

Motion fails for lack of majority.

- 4) **Discussion and possible action to approve and adopt Ordinance No. 721, An Ordinance That: (A) Levies And Assesses An Excise (Use) Tax Of Fifty-Five Hundredths Of One Percent (0.55%) Of The Purchase Price Upon The Storage, Use Or Consumption Of Tangible Personal Property That Is Purchased Outside The State Of Oklahoma And Used, Stored Or Otherwise Consumed Within The City Of Glenpool, In Addition To And At A Rate Equivalent To Sales Taxes Levied And Assessed In Accordance With City Of Glenpool Ordinance No. 717, As Adopted By The City Of Glenpool City Council On March 7, 2016, And Approved By A Majority Of The Registered, Qualified Voters Of The City Of Glenpool At A Special Election Held For That Purpose In The City Of Glenpool On April 5, 2016; (B) Establishes Purposes For Which Revenues Collected Under This Ordinance May Be Expended; (C) Provides For Such Use Tax To Commence On July 1, 2016; (D) Provides For The Duration Of Such Use Tax To Be Until The Sales Tax Levied And Assessed In Accordance With Said Ordinance No. 717 Shall Be Amended Or Repealed By The Voters Of The City; (E) Provides For Exemptions Thereto; (F) Provides For Collection Of Tax By Retailer Or Vendor Maintaining A Place Of Business Within The State Of Oklahoma Or Both Within And Without The State Of Oklahoma; (G) Prescribes Procedures For The Collection And Remittance Of Such Use Tax And Penalties For The Failure To Do So; And (H) Includes Such Other Provisions, Terms And Conditions As Necessary For The Effective Implementation And Enforcement Of This Ordinance.**

Lowell Peterson, City Attorney presented Ordinance No. 721, an ordinance levying a use tax of fifty-five hundredths of one percent which should commence on July 1, 2016. Said tax was approved by voters during the April 5, 2016 election. Mr. Peterson explained that the adoption of the ordinance is merely an administrative task requested by Dave Francis with the Oklahoma Tax Commission.

MOTION: Councilor Kearns moved, second by Councilor Agee to adopt Ordinance No. 721 as presented.

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

AGAINST: None

Motion carried.

- 5) **Discussion and possible action to approve a Lease Agreement from the City of Glenpool to Centurion Health Systems, Inc., d/b/a Mercy Regional of Oklahoma of the Emergency Medical Service (Ambulance) Facility located at 14522 S. Broadway, Glenpool, in accordance with such terms and conditions as are stated therein.**

Mr. Peterson advised Council that the Agreement facilitates the process for Mercy Regional to use the ambulance station which is the same property that was utilized by the previous ambulance service provider. He further advised that the city has obtained title to the property. Mayor Fox inquired about the method used to assess a lease cost. Mr. Kolman commented that the rationale used was based on a comparison to lease cost per sq ft utilized in the City/TCC lease agreement. Mr. Kolman further commented that the cost per sq ft for the ambulance station was somewhat less due to the difference in amenities in each property.

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the Lease Agreement as presented.

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

AGAINST: None

Motion carried.

- 6) Discussion and possible action to: (a) Ratify a certain Agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Rural Water District No. 2, Creek County ("Creek-2") for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as "Reserved Creek-2 Water Customers" in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2, dated May 11, 2015, as approved in substance by the City Council in Regular Session on April 18, 2016; (b) Approving the final Agreement together with Exhibit A describing certain real property in the City of Glenpool to which the final Agreement applies and incorporating Exhibit A into such Agreement; and (c) Authorizing the Mayor to execute said Agreement.

Mr. Peterson advised Council that the Agreement is the same as the Agreement presented to and approved by the Council on April 18. The purpose of this action is to ratify the Agreement as presented, following approval of same by Creek County Rural Water District 2.

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to ratify the Agreement as presented.

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

AGAINST: None

Motion carried.

K) Adjournment.

- Meeting was adjourned at 8:06 p.m.

Date

Mayor

ATTEST:

City Clerk

TO: THE GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: REZONING CASE GZ-254

Jeff Hilst with 21st Place Investment Group has submitted a rezoning application for 25.091 acres located at the southeast corner of 121st Street and US Hwy 75 from CS to CG.

DATE: June 6th. 2016

BACKGROUND:

Staff has met with the applicant concerning this property and in order to make this property more marketable and flexible for commercial use, it was determined that the current CS zoning could be limiting and the proposed CG zoning allows more uses. This application would be consistent with the comprehensive plan and it would be more advantageous to rezone this property verses multiple applications to the Board of Adjustment for future uses. This property was platted into Phillips Corner Addition in December of 2006, and since then one hotel and a strip/office complex is the only development. The applicant (new owners of the addition) which include all of Phillips Corner less the Comfort Inn and the strip center site (under application for rezoning is 25.091 acres).

COMPREHENSIVE PLAN/ZONING:

- The Glenpool Comprehensive 2030 Plan calls for high intensity office/commercial and Medium intensity Industrial. Changing the zoning to CG would be in conformance with the Comprehensive Plan.

ACCESS:

- US 75 Access Road:

SERVICES:

- Glenpool water and sewer service is available

SURROUNDING LAND USES:

- North: AG-R zoning, scattered single family residences, Jenks City Limits.
- East: AG zoning, Morris Park/Baseball fields, mostly vacant with scattered single family residences further to east.
- West: CG zoning, Southwest Crossroads Addition, US 75 Highway.
- South: IM zoning, Magellan/Explorer tank farm.

STAFF RECOMMENDATION:

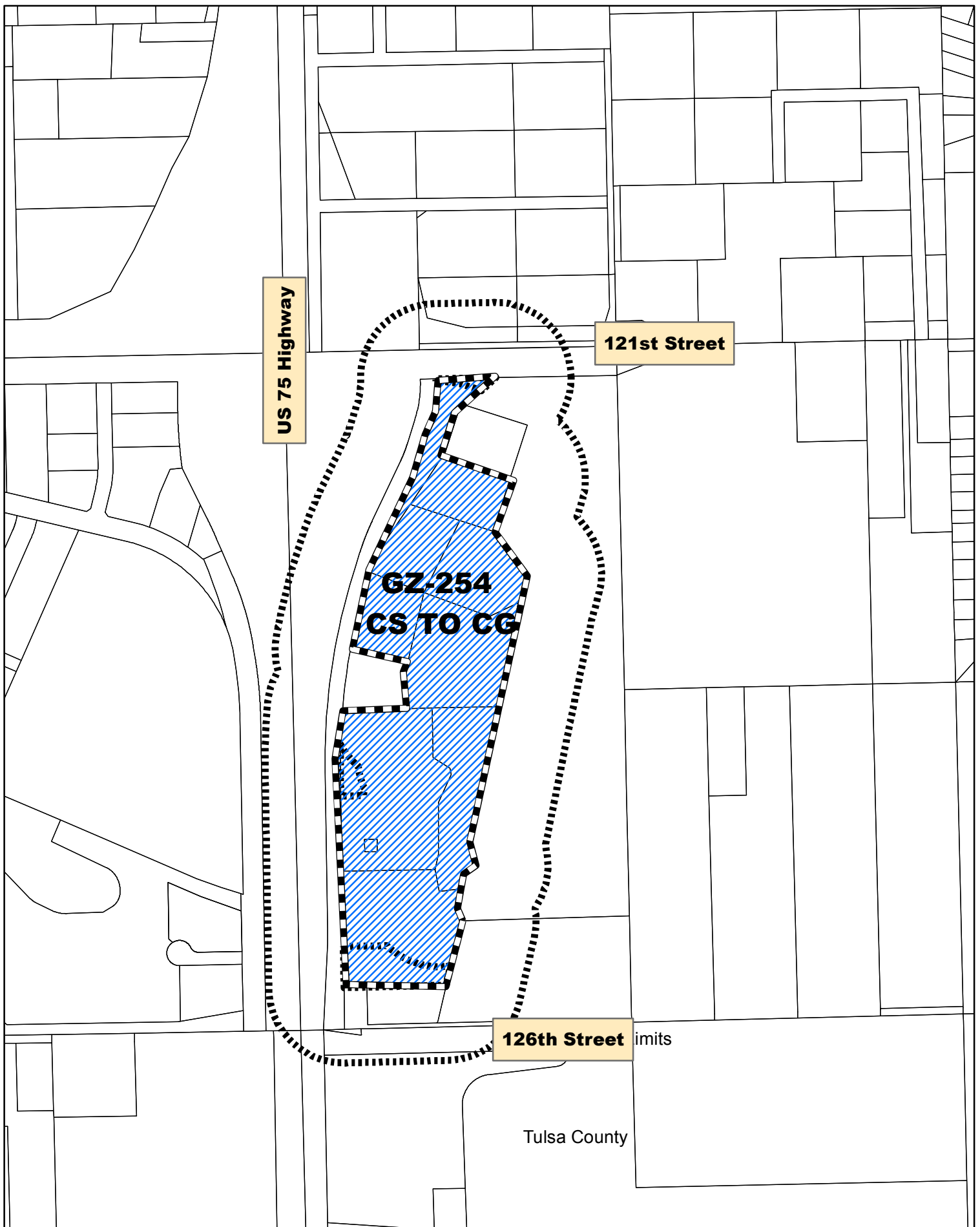
This application conforms to the Glenpool 2030 Comprehensive Plan and current zoning patterns therefore; the staff recommends approval of the rezoning case GZ-254 from CS to CG zoning.

PLANNING COMMISSION RECOMMENDATION:

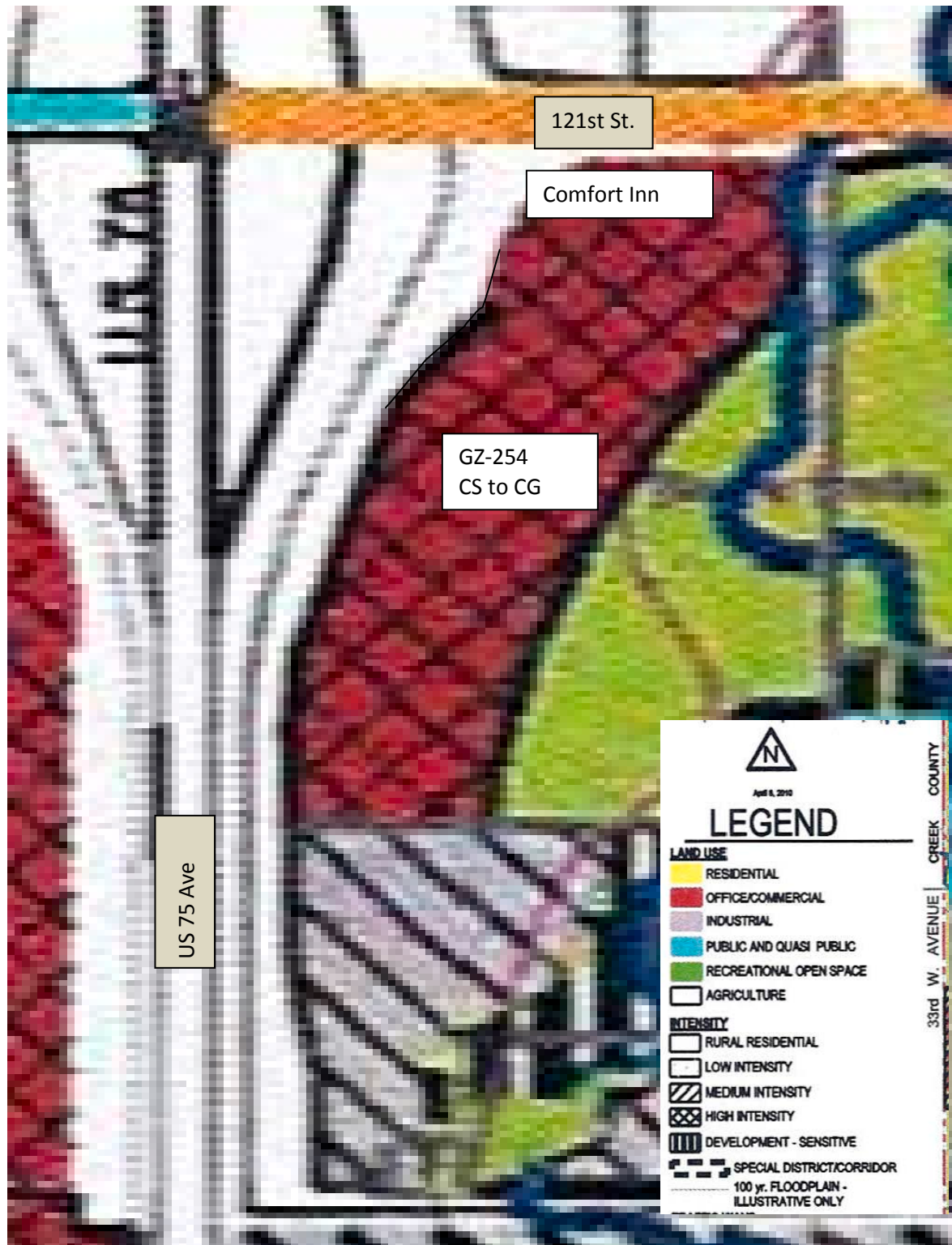
On May 9th, 2016, after review and consideration, Planning Commissioner Nelson made a motion to approve this request as submitted and with a vote of 3-0 the Planning Commission recommended approval to the Glenpool City Council case GZ-254 from CS to CG zoning

Attachments:

1. Case Map
2. Survey
3. Comp Plan Map
4. Plat

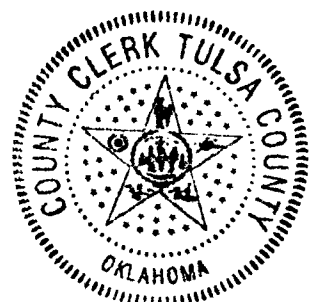


GZ-254 CS TO CG ZONING





000898562001



Legend:

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
SS/E = SANITARY SEWER EASEMENT
SD/E = STORM DRAINAGE EASEMENT
RW/L/E = RESTRICTED WATER LINE EASEMENT
L/E = LANDSCAPING EASEMENT
RW = RIGHT-OF-WAY

▨ = MUTUAL ACCESS EASEMENT (M.A.E.)

* = PLUGGED OIL WELL

PLAT No.
6061

Phillips Corner

PART OF THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 2,
TOWNSHIP 17 NORTH, RANGE 12 EAST, CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA

Owner/Developer:
TARO Developers, L.L.C.
An Oklahoma Limited Liability Company
224 East 8th Street
Tulsa, Oklahoma 74119
Phone: (918) 743-3456

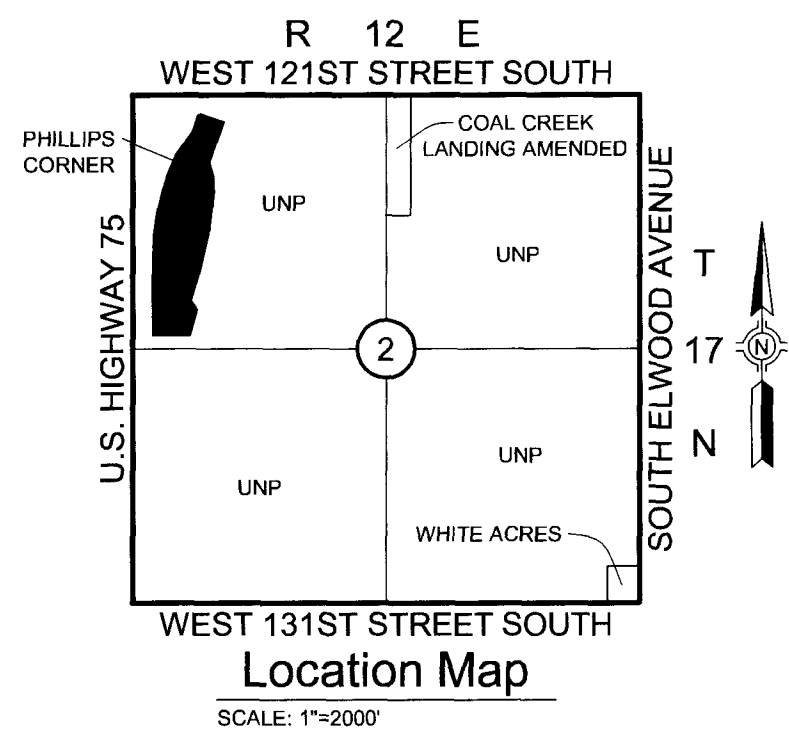
Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2007
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600

Subdivision Statistics:

SUBDIVISION CONTAINS FIVE (5) LOTS IN ONE (1)
BLOCK AND FIVE (5) RESERVE AREAS.

SUBDIVISION CONTAINS 27.723 TOTAL ACRES.

RESERVE AREA "A" CONTAINS 2.220 ACRES.
RESERVE AREA "B" CONTAINS 1.376 ACRES.
RESERVE AREA "C" CONTAINS 0.057 ACRES.
RESERVE AREA "D" CONTAINS 3.578 ACRES.
RESERVE AREA "E" CONTAINS 2.723 ACRES.



Monumentation:

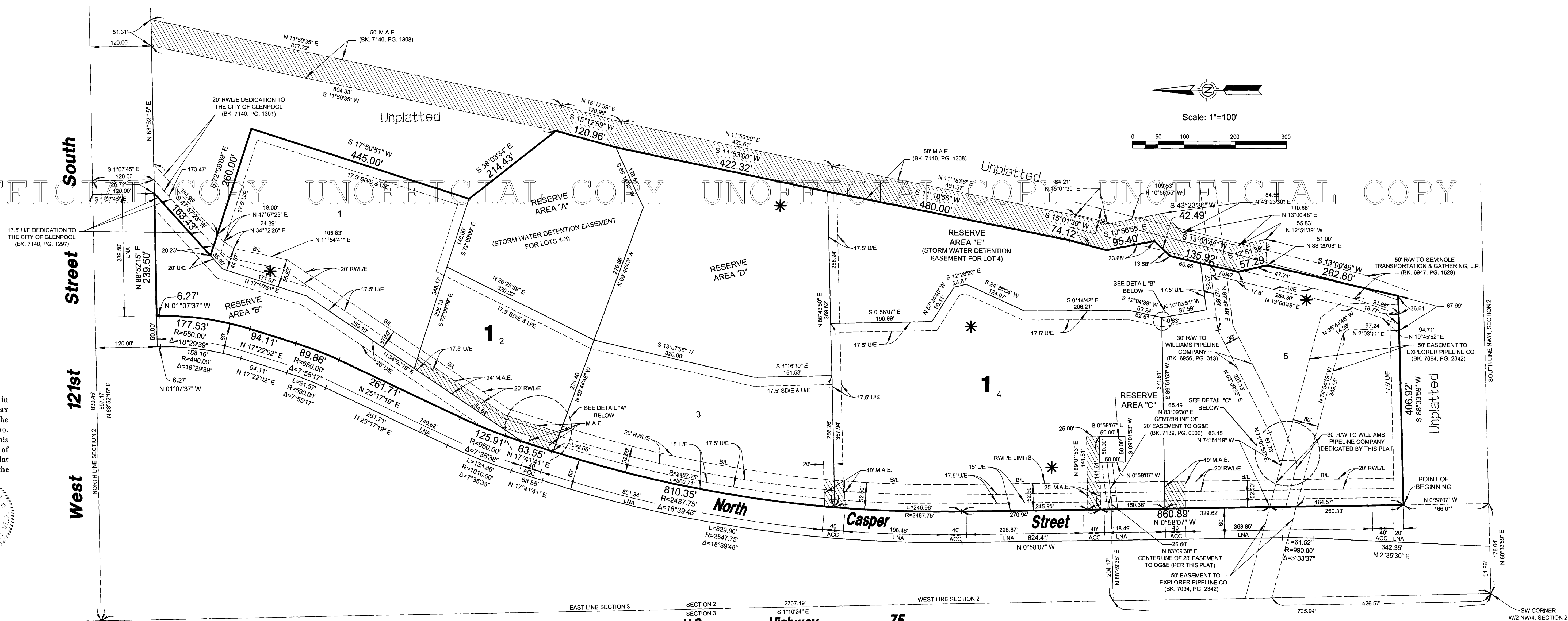
IRON PINS SET AT ALL PROPERTY CORNERS.

Basis of Bearing:

BASIS OF BEARING IS ASSUMED USING THE
WEST LINE OF SECTION 2 AS S 1°10'24" E

Note:

CITY OF GLENPOOL PLAT APPROVAL SIGNATURES
FOR THIS SUBDIVISION ARE LOCATED ON SHEET 3
OF THIS PLAT SET.



CERTIFICATE

I hereby certify that all real estate taxes involved in
this plat have been paid as reflected by the current tax
rolls. Security as required has been provided in the
amount of \$ 33.00 per trust receipt no.
rec to be applied to 20 06 taxes. This
certificate is NOT to be construed as payment of
20 06 taxes in full but is given in order that this plat
may be filed on record. 20 06 taxes may exceed the
amount of the security deposit.

Dated 11-Dec-06

Dennis Semler

Tulsa County Treasurer

By: Carol Dennis

Deputy

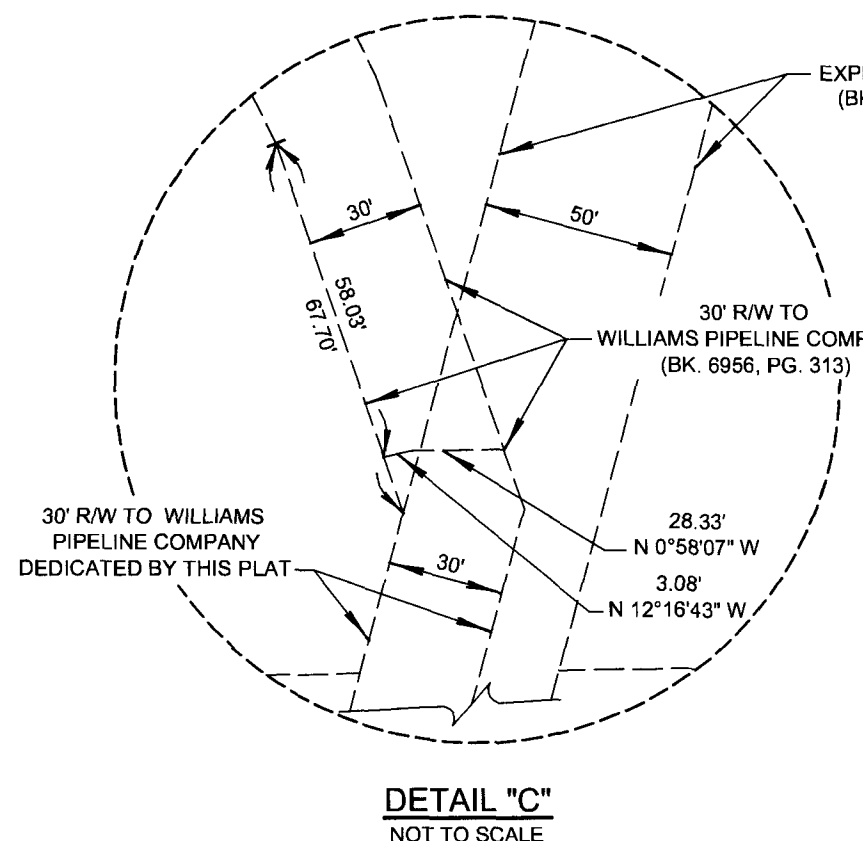
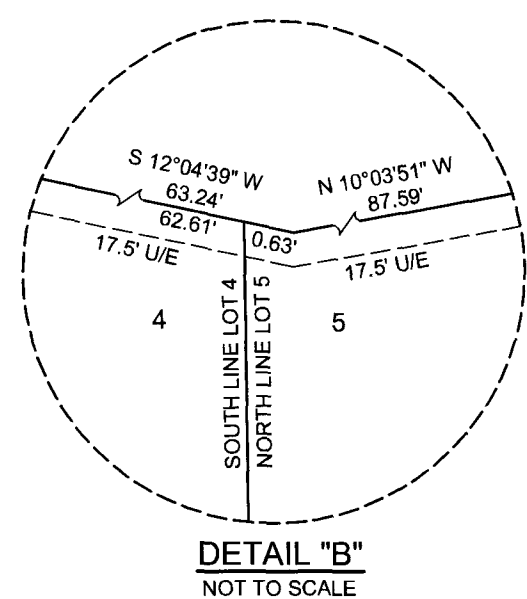
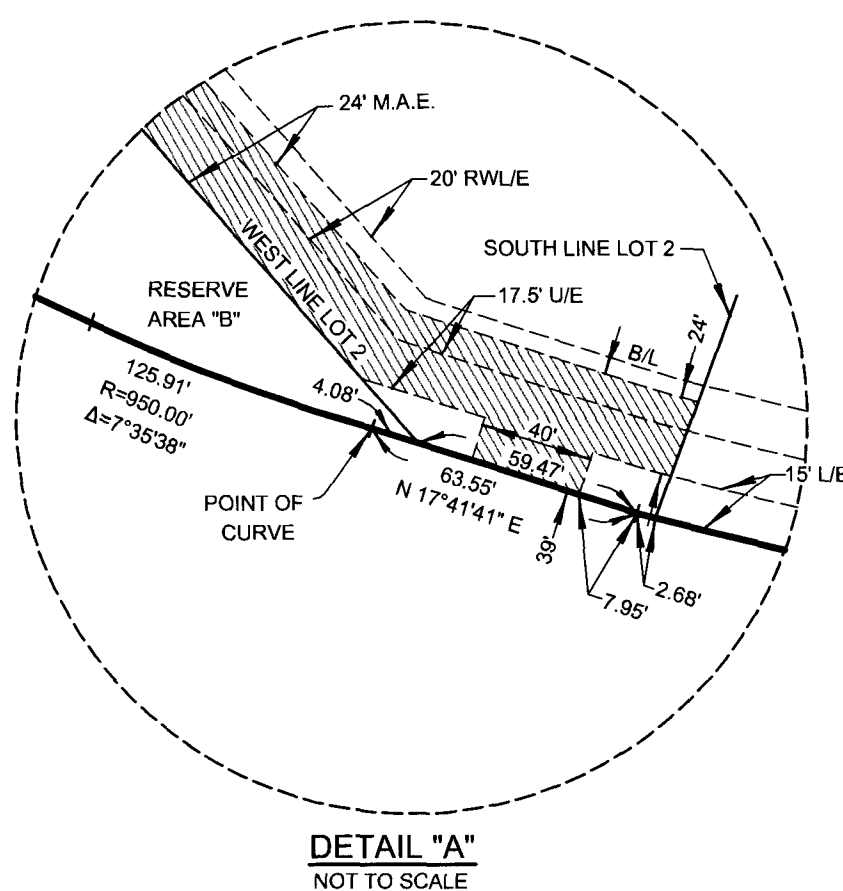
STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

I, Earlene Wilson, Tulsa County Clerk, in and for the
County and State above named, do hereby certify that
the foregoing is a true and correct copy of a like instrument
now on file in my office.

Dated the 11 day of December, 2006
Earlene Wilson, Tulsa County Clerk

Deputy

LOT	BLOCK	LOT SIZE (SQUARE FEET)
1	1	131,823.71
2	1	70,952.94
3	1	122,914.57
4	1	247,002.15
5	1	201,398.07



- NOTES:
- SANITARY SEWER SERVICE BY A GRAVITY FLOW LINE IS AVAILABLE TO A LIMITED PORTION OF LOT 5 AT THE TIME OF PLATTING. PUMPING TO THE GLENPOOL SANITARY SEWER SYSTEM MAY BE REQUIRED.
 - ON-SITE STORM WATER DETENTION FOR LOT 5 IS REQUIRED AT THE TIME OF BUILDING PERMIT APPLICATION FOR THE DEVELOPMENT OF LOT 5.
 - ALL STORM WATER RUNOFF FROM LOTS 2-3 AND THE IMPERVIOUS AREAS OF LOT 1 SHALL DRAIN TO THE DETENTION FACILITY LOCATED IN RESERVE AREA "A".
 - ALL STORM WATER RUNOFF FROM LOT 4 SHALL DRAIN TO THE DETENTION FACILITY LOCATED IN RESERVE AREA "E".

**NOTICE OF A HEARING BEFORE THE
PLANNING COMMISSION OF THE CITY OF GLENPOOL, OKLAHOMA**

CASE NUMBER GZ-254

Notice is hereby given that a public hearing will be held before the Glenpool Planning Commission on Monday May 9th, 2016, at 6:30 p.m. This meeting will be held at the Glenpool Conference Center/City Hall which is located at 12205 South Yukon Avenue, Glenpool, Oklahoma on the 3rd Floor in the City Council Chambers. At which time and place consideration will be given to the proposed change of zoning classification of property located at the southeast corner of 121st Street and US 75 Hwy, Glenpool, Oklahoma.

ALL OF PHILLIPS CORNER, A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF,

LESS AND EXCEPT PART OF LOTS ONE (1), AND THREE (3), BLOCK ONE (1), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LESS & EXCEPT 1) COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 34°02'19" EAST ALONG THE WESTERLY LINE OF SAID LOT 1 FOR 229.09 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 34°02'19" EAST ALONG SAID WESTERLY LINE FOR 24.00 FEET; THENCE NORTH 17°50'51" EAST ALONG THE WESTERLY LINE FOR 171.67 FEET; THENCE NORTH 47°57'23" EAST ALONG SAID WESTERLY LINE FOR 35.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 72°09'09" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 260.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 17°50'51" WEST ALONG THE EASTERLY LINE OF SAID LOT 1 FOR 225.00 FEET; THENCE NORTH 72°09'09" WEST FOR 284.25 FEET TO THE POINT OF BEGINNING. AND (LESS & EXCEPT 2) LESS AND EXCEPT THAT PART OF LOT THREE (3) BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THREE (3) THENCE NORTH 04°43'09" EAST FOR 0.00 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT THREE (3) ON A CURVE TO THE RIGHT WITH A RADIUS OF 2487.75 FEET AND A CENTRAL ANGLE OF 05°31'39" FOR 240.00 FEET; THENCE SOUTH 80°12'51" EAST FOR 234.53 FEET TO THE EASTERLY LINE OF SAID LOT THREE (3); THENCE SOUTH 13°07'55" WEST ALONG SAID EASTERLY LINE FOR 41.925 FEET TO AN EASTERLY CORNER OF SAID LOT THREE (3); THENCE SOUTH 01°16'10" EAST ALONG SAID EASTERLY LINE FOR 151.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE SOUTH 88°43'50" WEST ALONG THE SOUTHERLY LINE OF SAID LOT THREE (3) FOR 256.26 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

FROM CS (Commercial Shopping Center District) to CG (Commercial General District)

All persons interested in this request are invited to attend. In the event that the proposed rezoning request is recommended for approved in whole or in part by the Glenpool Planning Commission, the Planning Commission will submit its recommendations to the Glenpool City Council for its consideration and action.

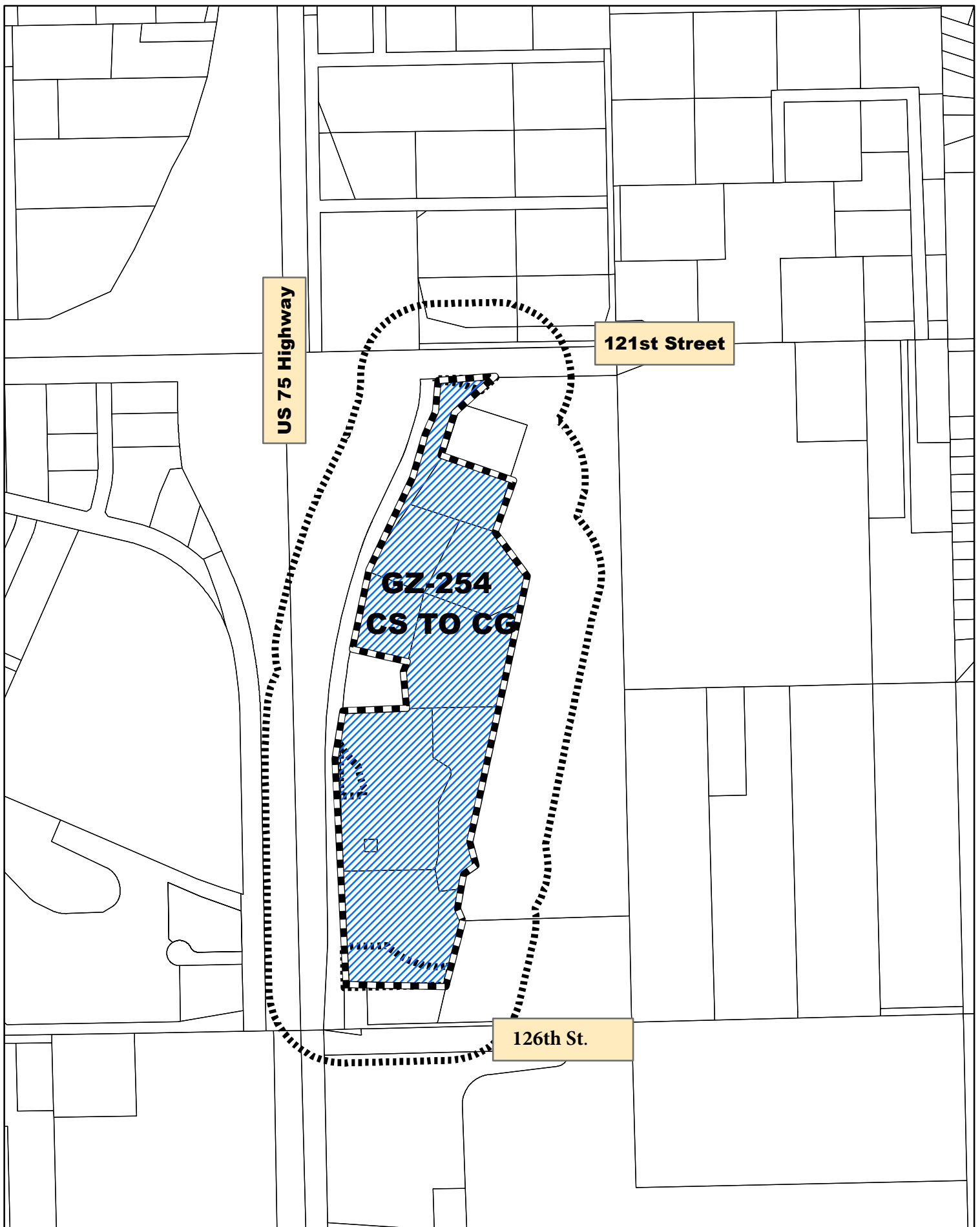
Dated at Glenpool, Oklahoma, this the 23th day of March, 2016.

Please send invoice to:

21st Place Investment Group
4527 East 91st Street
Tulsa, Ok. 74137
(918) 994-4407
dustin.hansen@watermarkproop.com

Please send copy of notice to:

Rick Malone
c/o City of Glenpool
12205 South Yukon Ave
Glenpool, Ok 74033
rmalone@cityofglenpool.com



ORDINANCE NO. 722

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM COMMERCIAL SHOPPING CENTER DISTRICT (CS) TO COMMERCIAL GENERAL DISTRICT (CG), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-254; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-254 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

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

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

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

Property located at the southeast corner of 121st Street and US 75 Hwy, Glenpool, Oklahoma, and more particularly described as:

ALL OF PHILLIPS CORNER, A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF,

LESS AND EXCEPT PART OF LOTS ONE (1), AND THREE (3), BLOCK ONE (1), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LESS & EXCEPT 1)

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 34°02'19" EAST ALONG THE WESTERLY LINE OF SAID LOT 1 FOR 229.09 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 34°02'19" EAST ALONG SAID WESTERLY LINE FOR 24.00 FEET; THENCE NORTH 17°50'51" EAST ALONG THE WESTERLY LINE FOR

171.67 FEET; THENCE NORTH 47°57'23" EAST ALONG SAID WESTERLY LINE FOR 35.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 72°09'09" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 260.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 17°50'51" WEST ALONG THE EASTERLY LINE OF SAID LOT 1 FOR 225.00 FEET; THENCE NORTH 72°09'09" WEST FOR

284.25 FEET TO THE POINT OF BEGINNING. AND

(LESS & EXCEPT 2)

LESS AND EXCEPT THAT PART OF LOT THREE (3) BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THREE (3); THENCE NORTH 04°43'09" EAST FOR 0.00 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT THREE (3) ON A CURVE TO THE RIGHT

WITH A RADIUS OF 2487.75 FEET AND A CENTRAL ANGLE OF 05°31'39" FOR 240.00 FEET; THENCE SOUTH 80°12'51" EAST FOR 234.53 FEET TO THE EASTERLY LINE OF SAID LOT THREE (3); THENCE SOUTH 13°07'55" WEST ALONG SAID EASTERLY LINE FOR 41.925 FEET TO AN EASTERLY CORNER OF SAID LOT THREE (3); THENCE SOUTH 01°16'10" EAST ALONG SAID EASTERLY LINE FOR 151.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE SOUTH 88°43'50" WEST ALONG THE SOUTHERLY LINE OF SAID LOT THREE (3) FOR 256.26 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

BEING +/- 25.091 ACRES.

Be amended from CS (Commercial Shopping Center District) to CG (Commercial General District).

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

PASSED AND APPROVED by the City Council of the City of Glenpool this 6th day of June 2016.

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: REVIEW AND ACCEPTANCE OF A PROPOSAL TO REMOVE AND
REPLACE A PEDESTRIAN BRIDGE STRUCTURE IN BLACK GOLD
PARK**

DATE: MAY 31, 2016

BACKGROUND

This item is for City Council consideration and action regarding the review of construction contract proposals solicited and received from various contractors covering the removal and replacement of a certain low-water pedestrian bridge structure across Coal Creek in Black Gold Park. Attached are recent photographs of the existing concrete structure that serves as part of a pedestrian pathway to and from the Park & Ride parking lot located along the east side of US Highway 75 in the area of Black Gold Park. As evidenced by the photos, the integrity of the existing low-water bridge has been severely compromised over the course of time. In general, the frequent flooding events that occurred in 2015 have rendered this structure unsafe for pedestrian passage. As a result, the crossing has been closed and temporarily fenced for public safety concerns. In consideration of this closing, several local construction companies were contacted to obtain proposals covering the demolition and disposal of the existing dilapidated structure as well the replacement of the facility with a low-water bridge of similar design. The proposal presented to each contractor was to remove and replace the existing structure utilizing four 10' lengths of 18" ID CGMP supplied by the City placed in the center of the existing low-flow channel at the same location as the existing bridge. A concrete walkway, five feet in width, is to be placed over the new piping utilizing monolithic concrete slope walls placed on either side of the walkway - from the east bank to the west bank. The new bridge structure is to be protected with 12" ID limestone rip-rap placed in the stream bed and along both upstream and downstream back-slope areas to prevent erosion and wash-outs during times of high water flows. The following tabulation reflects the resulting bids received for this work:

1. Tulsa Civil Contractors, LLC.
 - a. Demolition and Disposal of Existing Structures \$4,500.00
 - b. Installation of Replacement Bridge Structure (Design #1) \$14,250.00
- Total Cost: \$18,750.00

- | | |
|---|-------------------------|
| 2. Pavement Conservation Specialist, Inc. | |
| a. Demolition and Disposal of Existing Structures | \$10,000.00 |
| b. Installation of Replacement Bridge Structure & Pathway | <u>\$25,000.00</u> |
| | Total Cost: \$35,000.00 |
| | |
| 3. S & J Construction Specialist | |
| a. Demolition and Disposal of Existing Structures | \$7,905.00 |
| b. Installation of Replacement Bridge Structure & Pathway | <u>\$9,977.00</u> |
| | Total Cost: \$17,882.00 |

Note that the lowest cost bid for this work was received from S & J Construction Specialist which is the company retained for the current CDBG grant project being completed at the Senior Citizen Activity Center in Black Gold Park. The contractor estimates completion of the work within thirty (30) days from receiving a Notice to Proceed – assuming no major delays are caused by weather events.

It should also be noted that funding for this work is proposed to be from funds set aside and identified as Council Contingency within the FY 2015/2016 City annual operating budget. The total budgeted contingency amount approved for the current fiscal year was \$85,515, of which, \$77,076 is currently available for this type of unanticipated emergency project spending.

Staff Recommendation:

Staff Recommends approval of the Construction Proposal received from S & J Construction Specialist and that authorization be given to the City Manager to enter into a contract agreement with this contractor in the total amount not to exceed \$17,882.00 – to be paid from the Council Contingency funds allocated in the FY 2015/2016 annual City budget.

Attachments:

- A. Site Photographs
- B. Construction Bid Proposals















TULSA

CIVIL CONTRACTORS, LLC

FAX TRANSMITTAL

P.O. BOX 1558, OWASSO, OK. 74055
(918) 266-1001 - FAX(918)266-1002

KYLE WILSON
kyle@tulsacivil.com
918-277-1155

DAVID THORP
david@tulsacivil.com
918-282-1945

TERO CERTIFIED
ODOT DBE CERTIFIED - #864

CITY OF TULSA BRIDGE CERTIFIED #171 - NATIVE AMERICAN
IDP CITY OF TULSA CERTIFIED

FAX QUOTE

Date : 5/20/2016

Fax Number :

ATTN: LYNN BURROWS

Company: CITY OF GLENPOOL

RE : BLACK GOLD PARK LOW WATER CROSSING REPAIR

	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
	DEMOLITION OF EXISTING STRUCTURE AND SIDEWALK			\$4,500
	DESIGN #1		\$14,250.00	
	DESIGN #2		\$14,250.00	
	DESIGN #3		\$14,250.00	
	ONLY ONE OF THE THREE DESIGNS WILL BE USED			
			TOTAL BID	\$18,750
NOTES:				
TESTING:	NO TESTING HAS BEEN INLCUDED IN THIS BID			
ACCEPTED this _____ day of _____ 20____		Respectfully Submitted :		
A signed and returned quote will constitute acceptance.		TULSA CIVIL CONTRACTORS LLC		
FIRM : _____		KYLE WILSON		
BY : _____				

City of Glenpool

Black Gold Park Low Water Crossing

Design #1

- *City of Glenpool supplies 4 - 10' sections of CGMP
- *Incase CGMP with concrete
- *Import material to fill washed out areas
- *Replace 5' Reinforced Sidewalk
- *Install 12" Rip Rap on slope at 4 corners of concrete incased CGMP

Design #2

- Install 12 LF of 2' x 4' Box Culvert
- *Import material to fill washed out areas
- *Replace 5' Reinforced Sidewalk
- *Install 12" Rip Rap on slope at 4 corners of 2' x 4' Box Culvert

Design #3

- Install 6 LF of 2' x 4' Box Culvert with 4" curb & poured in place sloped ends
- *Import material to fill washed out areas
- *Replace 5' Reinforced Sidewalk
- *Install 12" Rip Rap on slope at 4 corners of 2' x 4' Box Culvert

PAVEMENT CONSERVATION SPECIALISTS, INC.

2626 WEST SKELLY DRIVE

TULSA, OKLAHOMA 74107

918-446-8251

City of Glenpool

P.O. Box 70

140 W.141st St. S.

Glenpool, Ok 74033

Attn: Lynn Burrow

Phone: 918-322-5409

Fax: 918-322-5433

Re: Black Gold Park

Lynn,

The cost to remove and replace the low water crossing is as Follows.

Remove the existing low water crossing will be \$10,000.00

Replace the low water Crossing will be \$25,000.00.

Thank You,

Kenny



S & J Construction Specialist

P. O. 2543 Sapulpa, Oklahoma 74066

Ph (918) 227-7483 Fax (918) 227-7865

Proposal

Date: **May 18, 2016**

Project: **Pedestrian Crossing Rebuild**

Location: **Black Gold Park**

Company: **City of Glenpool**

Attention: **Lynn Burrow**

Address: **Tulsa, Oklahoma**

DESCRIPTION

UNIT

QUAN.

BID PRICE

Demo and haul off of existing concrete pedestrian bridge northwest of senior citizens center, dirt work, fill with shale and concrete work associated with installation of new crossing. 3500psi concrete with rebar 18" on center, includes installation of four (4) customer supplied 18" culverts.

1

1

17,882

Exceptions/exclusions:

Note:

We propose to furnish all material, equipment, and labor, complete in accordance with the above specifications, for the sum of:

TOTAL DOLLARS

\$17,882.00



S & J Construction Specialist

P. O. 2543 Sapulpa, Oklahoma 74066
Ph (918) 227-7483 Fax (918) 227-7865

Proposal

Date:	May 18, 2016	Company:	City of Glenpool
Project:	Pedestrian Crossing Rebuild	Attention:	Lynn Burrow
Location:	Black Gold Park	Address:	Glenpool, Oklahoma

DESCRIPTION	UNIT	QUAN.	BID PRICE
Demo and haul off of existing concrete pedestrian bridge northwest of senior citizens center.	1	1	7,905
TOTAL DOLLARS			\$7,905.00

Exceptions/exclusions:

Note:

We propose to furnish all material, equipment, and labor, complete in accordance with the above specifications, for the sum of:

Contractors Signature: _____



S & J Construction Specialist

P. O. 2543 Sapulpa, Oklahoma 74066
Ph (918) 227-7483 Fax (918) 227-7865

Proposal

Date:	May 18, 2016	Company:	City of Glenpool
Project:	Pedestrian Crossing Rebuild	Attention:	Lynn Burrow
Location:	Black Gold Park	Address:	Glenpool, Oklahoma

DESCRIPTION	UNIT	QUAN.	BID PRICE
Dirt work, fill with shale and concrete work associated with installation of new concrete pedestrian crossing northwest of senior citizen center. 3500psi concrete with rebar 18" on center, includes installation of four (4) customer supplied 18" culverts.	1	1	9,977
TOTAL DOLLARS			\$9,977.00

Exceptions/exclusions:

Note:

We propose to furnish all material, equipment, and labor, complete in accordance with the above specifications, for the sum of:

Contractors Signature: _____

ADMINISTRATIVE OPERATIONS AGREEMENT

[City of Glenpool and "GEMS" District]

This Administrative Operations Agreement ("Agreement"), as defined by Title 5, Chapter 2, Article A, Section 1¹ of the Glenpool City Code, made and entered into on the date written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, ("City") and the Glenpool Area Emergency Medical Service District ("GEMS") (together with the City, the "Parties"), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1² of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City's Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services, including the provision of

¹ OPERATIONAL AGREEMENT: That certain agreement entered into by and between the City and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the City for the benefit of GEMS, and to assign specified budgetary functions to GEMS, and such other terms and conditions as may affect the working relationship between the City and GEMS as such terms and conditions are set forth in said operational agreement.

² The "emergency medical response agency", as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this "Operational Agreement" and the "Ambulance Service Agreement," as those terms are defined and used in Title 5, Chapter 2, Article A, under the direction and control of the Medical Director.

ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service district purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive³:

- A. City staff will perform all ministerial services required for the implementation of this Agreement, including without limitation oversight of all operational costs identified in the City's adopted budget for FY 2016-2017, to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. City will provide a qualified municipal clerk acceptable to the Board of Trustees to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- C. City will provide a qualified municipal attorney acceptable to the Board of Trustees to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such attorney is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- D. City will provide a qualified officer acceptable to the Board of Trustees to perform administrative services for GEMS, including services as an administrative liaison between

³ 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

GEMS and City for the purpose of making and delivering such reports to the Board of Trustee as needed to provide information, answering questions and carrying out administrative tasks assigned by the Board, and will ensure that such designated administrator present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

- E. City will provide a qualified financial officer acceptable to the Board of Trustees to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act..
- F. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response (“EMR”) runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code⁴ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁵ at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS’ Responsibilities

- A. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient clerical, legal, administrative financial and emergency medical response agency services, as provided by Sections II.A., B., C., D., E. and F. of this Agreement by City personnel, as outlined above and to the fullest extent permissible under Oklahoma law.
 - 1. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - 2. GEMS further stipulates and agrees that the clerical, legal, administrative and financial services provided by City personnel under Sections II.A., B., C., D. and E. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such

⁴ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁵ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.

3. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.F. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- B. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- C. In consideration of the clerical, legal, administrative, financial and emergency medical response agency services provided by City as described in Sections II.A., B., C., D., E. and F. of this Agreement, GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2016, and shall continue through June 30, 2017. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2017, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party 30 days before the cancellation date.

VI. Successors and Assigns

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

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this ____th day of _____
2016.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Susan White, City Clerk

Susan White, Board Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, Board Attorney

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Runs YTD as of April 30, 2016	Ratio
EMR	675 63%
FIRE	386 36%
Total	1061

Based on FY2016-2017 Proposed Budget:		EMR Calls vs Fire	63%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$	1,244,383	\$ 783,961
Average per person (total /13)	\$	95,722	\$ 60,305
Annual hours per person		2,912	
Avg hourly personnel costs	\$	32.87	\$ 20.71
Three person crew (\$32.87 x 3)	\$	98.61	\$ 62.12

Fire Truck Expenses		FY17
Maintenance	\$	24,000
Fuel		14,500
Total Truck Expenses	\$	38,500

		EMR Calls vs Fire	63%
		1294	816
Estimated number runs FY2016-2017			
Average cost per run for truck (constant)	\$	29.75	\$ 29.75
		Total	EMR
Total rate per run (\$98.61 crew, \$29.75 truck)	\$	128.36	\$ 91.00

Total Estimated EMR Reimbursement FY17 \$ 74,256



To: HONORABLE MAYOR AND CITY COUNCIL

From: Lowell Peterson, City Attorney;
Stephanie Rammohan, Code Enforcement Officer

Date: June 6, 2016

Subject: Condemnation Proceedings Against South 75 Mobile Home Park,
Rex Robertson Owner

Background:

City staff have encountered repeated violations of both the public nuisance and misdemeanor criminal codes with respect to the South 75 Mobile Home Park located at 11717 S. Union Avenue, Glenpool. The owner, Rex Robertson, is an absentee landlord of multiple mobile home units and has allowed the park to fall into serious disrepair over the years.

On May 23, 2016, Code Enforcement Officer Stephanie Rammohan received an email from GPD Officer Randy Rains reporting that he and other officers had a domestic violence incident call at the Park. In the process of apprehending the suspect, officers had reason to enter multiple dilapidated and vacant trailers and encountered other code violations, including high grass and debris on the property.

CEO Rammohan visited the property on May 24 and investigated the park. She found vacant, unsecured trailers with a combination of broken windows, collapsed interiors, unsanitary and other conditions that meet the definitions of the Oklahoma statutes and City ordinances of uninhabitable structures. The only road that goes through the park has a large and eroding hole road that collects stagnant water, which is a breeding place for mosquitoes. The road is impassable in some areas. There is also an unsecured accessory building that is open and needs to be removed in that it constitutes an "attractive nuisance" for children. The common area of the entire property has numerous nuisance code violations for mowing, standing and stagnant water, and miscellaneous debris.

It has been confirmed that there are ten vacant trailer/mobile homes, as well as other unsecured accessory buildings, that have been abandoned and meet the statutory and municipal definitions of "dilapidated, unsecured buildings or structures." There are six trailer/mobile homes on the premises that are occupied and suitable for habitation.

Legal Status:

The property owner, Rex Robertson, has been given actual notice of the foregoing violations and has expressed that he has no immediate interest in making needed repairs or performing other property maintenance duties due to his plans for selling the property to an abutting land owner in the foreseeable future.

Under Title 11 § 22-112 of the Oklahoma Statutes and Title 6, Chapter 5, § 10-3 of the City Code, such conditions are categorically declared to be a public nuisance affecting public health and safety for which the City is charged to take prompt remedial action.

The current status of the property makes a number of remedies available to the City, to include condemnation proceedings, misdemeanor charges and civil summary abatement.

The statutory requirements for condemnation include the following:

1. City Council will conduct a public hearing on June 6 to make its determination whether the conditions create a public nuisance and whether to order that the structures be torn down and removed.
2. If the Council declares the conditions a public nuisance, then it also sets dates for the destruction and removal to begin and end. The beginning date cannot be any sooner than 30 days following the public hearing and notification to the Tulsa County Clerk. The end date must be “reasonable.”
3. Following the actions of the Council, the City Clerk will immediately file a “Notice of Dilapidation and Lien” with the Tulsa County Clerk, including: a legal description of the premises; record of the Council’s findings; a statement that the City of Glenpool claims a lien on the property for the costs of destruction of removal (amount to be provided at a later date); and a statement that such costs are the personal obligation of the property owner from the date of filing the Notice.
4. If the property owner commences and completes the ordered destruction and removal of dilapidated buildings and structures within the stated time frame (that is, the time period that starts 30 days after the Notice in step 3 and ends within a reasonable time period), the lien against the property will be released and no further actions will be taken against the property owner.
5. If the property owner fails to undertake the needed work in the stated time frame, agents of the City have the statutory right to enter the property for the purpose of performing the necessary work. Such “agents” may be either City employees or a contractor retained for the purpose. [The City also has the right to serve citations ordering the property owner to appear in Municipal Court and answer for code violations with a penalty assessment of as much as \$100 per day that the violations continue. The City may also commence a civil action against the property owner in the Tulsa District Court seeking injunctive relief to declare the property uninhabitable and order the removal of all occupants, as well as living units, plus damages and costs.]
6. Once agents of the City complete the necessary work, the actual costs of labor, machinery, fuel and supplies, costs of notice and any related costs incurred in the dismantling and removal of the offending structures will be recorded by the City Clerk in an invoice. Demand for payment will be served on the property owner.
7. If payment of the costs is not made within six months following service of the demand for payment on the property owner, the City Clerk will forward a certified statement of costs to the Tulsa County Treasurer, who will levy and collect the costs in the same manner authorized by law for the collection of taxes.

8. If payment is not made to the Tulsa County Treasurer, the City has the right to bring a civil action directly against the property owner and to foreclose the lien on the property filed with the Tulsa County Clerk.
9. If payment is received, the City Clerk will forward notice of payment to the County Treasurer and discharge of the lien to the County Clerk.

Staff Recommendation:

For all the foregoing reasons, City staff recommend that the City Council adopt the attached Resolution declaring the foregoing conditions a public nuisance and ordering the destruction and removal of all structures subject to such declaration.

City staff also recommend that the Resolution set out the following action dates:

- By no later than June 10, the City Clerk shall file the “Notice of Dilapidation and Lien.”
- Destruction and removal of the condemned structures shall commence no later than 30 days following such filing, i.e., no later than July 11, 2016.
- Date set for completion of destruction and removal of condemned structures by the property owner to end should be no later than August 11, 2016.
- If owner has not complied by the close of business on August 11, the City will undertake the work by using its own employees or contracting with a private party.
- Once agents of the City complete the necessary work, the actual costs of labor, machinery, fuel and supplies, costs of notice and any related costs incurred in the dismantling and removal of the offending structures will be recorded by the City Clerk in an invoice.
- Demand for payment will be served on the property owner.
- If payment of the costs is not made within six months following service of the demand for payment on the property owner, the City Clerk will forward a certified statement of costs to the Tulsa County Treasurer, who will levy and collect the costs in the same manner authorized by law for the collection of taxes.

Attachments:

- Photographs taken on-site to verify the uninhabitable condition of the Premises.
- Resolution No. 16-06-01, Declaring A Public Nuisance And Ordering The City Of Glenpool To Commence Condemnation Proceedings In Accordance With Statutory Procedures As Implemented By Ordinance
- Exhibit A, Legal Description
- Exhibit B, List of Lots to be condemned
- Exhibit C, Diagram of Lots to be condemned

Photos of South 75 Mobile Home Park

High Grass; Vacant Trailers



Dilapidated Condition



Photos of South 75 Mobile Home Park

Condition of Premises



**Property with high grass;
vacant**



Photos of South 75 Mobile Home Park

Mowing; Condition of Structure



Broken Windows



Photos of South 75 Mobile Home Park

Unsecured, Accessory Bldg.



Debris in the Park



**RESOLUTION NO. 16-06-01 OF THE CITY OF GLENPOOL
CITY COUNCIL**

**RESOLUTION DECLARING A PUBLIC NUISANCE AND
ORDERING THE CITY OF GLENPOOL TO COMMENCE
CONDEMNATION PROCEEDINGS IN ACCORDANCE WITH
STATUTORY PROCEDURES AS IMPLEMENTED BY ORDINANCE**

WHEREAS, City staff have encountered repeated violations of both the public nuisance and misdemeanor criminal codes with respect to the South 75 Mobile Home Park located at 11717 S. Union Avenue, Glenpool (the “Premises”); and

WHEREAS, The owner of the Premises is an absentee landlord of multiple mobile home units located on the Premises and has allowed such Premises to fall into serious disrepair over an extended period of time; and

WHEREAS, The dilapidated condition of vacant, unsecured and dilapidated structures meets the definition of Oklahoma statutes and City ordinances of uninhabitable structures; and

WHEREAS, The property owner has been given and has acknowledged actual notice of the foregoing violations and has expressed that he has no immediate interest in making needed repairs or performing other property maintenance duties due to his plans for selling the property to an abutting land owner; and

WHEREAS, Title 11 § 22-112 of the Oklahoma Statutes and Title 6, Chapter 5, § 10-3 of the City Code categorically declare such conditions to be a public nuisance affecting public health and safety for which the City is charged to take prompt remedial action; and

WHEREAS, The City Council has on the date of this Resolution conducted a public hearing in order to make its determination whether the conditions create a public nuisance and whether to order that the structures be torn down and removed.

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

§ 1. The structures on the Premises more particularly described on **Exhibit A** (Legal Description), **Exhibit B** (List of Lots Scheduled for Condemnation) and **Exhibit C** (Diagram of Lots Scheduled for Condemnation) to this Resolution are vacant, dilapidated and uninhabitable structures that have become sufficiently detrimental to the health, safety or welfare of the general public and the immediate environs that the property and the public welfare would benefit from the destruction and removal of the offending structures, and are therefore declared a public nuisance.

§ 2. The City Council further orders that such structures shall be dismantled and removed from the Premises, and the Premises shall otherwise be brought into conformity with all City of Glenpool code requirements.

§ 3. By no later than June 10, the City Clerk shall file a “Notice of Dilapidation and Lien” with the Tulsa County Clerk, including: a legal description of the Premises; record of the Council’s findings; a statement that the City of Glenpool claims a lien on the property for the costs of destruction and removal of the condemned structures (amount to be provided at a later date); and a statement that such costs shall be the personal obligation of the property owner from the date of filing the Notice.

§ 4. The property owner shall be ordered to dismantle and remove condemned structures from the Premises, at his sole cost, in accordance with the following schedule:

- a. Destruction and removal of the condemned structures shall commence no later than 30 days following filing of the Notice of Dilapidation and Lien, *i.e.*, no later than July 11, 2016.
- b. Destruction and removal of the condemned structures shall be completed by no later than August 11, 2016.

§ 5. If the property owner has not complied with the foregoing order by the close of business on August 11, 2016, City staff is directed undertake the work by using its own employees or contracting with a private party, in the discretion of the City Manager.

§ 6. If agents of the City complete the necessary work, the actual costs of labor, machinery, fuel and supplies, costs of notice and any related costs incurred in the dismantling and removal of the condemned structures shall be recorded by the City Clerk in an invoice and demand for payment shall be served on the property owner.

§ 7. If payment of the foregoing invoice is not made within six months following service of the demand for payment on the property owner, the City Clerk will forward a certified statement of costs to the Tulsa County Treasurer, who will levy and collect the costs in the same manner authorized by law for the collection of taxes.

§ 8. The foregoing condemnation procedures are a cumulative and not exclusive remedy. In addition, the City is authorized to serve citations ordering the property owner to appear in Glenpool Municipal Court and answer for code violations with a penalty assessment of as much as \$100 per day that the violations continue. The City may also commence a civil action against the property owner in the Tulsa District Court seeking injunctive relief to declare the property uninhabitable and order the removal of all occupants, as well as living units, plus damages and costs.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 6th day of June 2016.

FOR THE CITY OF GLENPOOL

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES:

The North 2001 feet of the East Half of the Northeast Quarter (E/2 NE/4) of Section Thirty-four (34), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, lying East of the Right of Way of U.S. Highway No. 169 and 75 Right of Way.

LESS AND EXCEPT:

A tract of land in the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

BEGINNING at a point 1049.25 feet South and 27 feet West of the Northeast Corner of said Section Thirty-four (34); Thence South 425.50 feet; Thence West 607.44 feet to the Easterly Right of Way of Highway No. 75 and 169; Thence Northerly along said Right of Way for 465.12; Thence East 419.61 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

A tract of land in the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

BEGINNING at a point 1474.75 feet South and 27 feet West of the Northeast Corner of said Section Thirty-four (34); Thence South 526.25 feet; Thence West 811.0 feet to the Easterly Right of Way of Highway No. 75 and 169; Thence Northerly along said Right of Way for 552.82 feet; Thence East 607.44 feet to the POINT OF BEGINNING.

EXHIBIT B

Lots at South 75 Mobile Home Park

17117 S Union Ave

Glenpool, OK 74033

Scheduled for Condemnation

Lot 3

Lot 4

Lot 5

Lot 7

Lot 12

Lot 15

Lot 21

Lot 25 – not shown on map

Lot 29

Lot 32 – not shown on map

Lot 38 – shown but not shaded on map

Lot 42

There are an additional 2 structures without lot numbers and an accessory building that need to be condemned and removed, as shown on Exhibit C. **[Are these the 3 lots that I put an “X” in on the map?]**

EXHIBIT C

STATE OF OKLA.

NIX, JUSTIN L REV TRUST

BYERS, D P COMPANY LLC

Legend

 Glenpool_Parcels_April_2016

Parties: City of Glenpool & Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma

Third Party Beneficiary: Glenpool Area Emergency Medical Service District (GEMS)

Property: Emergency Medical (Ambulance) Service Facility at 14522 S. Broadway, Glenpool, OK 74033

LEASE AGREEMENT

Basic Agreement Provisions:

PREMISES:	Commercial Site and Building in use as Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033
OWNER/ LESSOR:	City of Glenpool 12205 S. Yukon Avenue Glenpool, OK 74033
OCCUPANT/LESSEE:	Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma 9106 N. Garnett Rd PO Box 2398 Owasso, OK 74055
THIRD PARTY BENEFICIARY:	Glenpool Area Emergency Medical Service District 12205 S. Yukon Avenue Glenpool, OK 74033
ADDRESS OF FACILITY:	14522 S. Broadway Glenpool, OK 74033
EFFECTIVE DATE:	Date that Agreement is executed by the duly authorized officers of the City of Glenpool and Mercy Regional EMS
COMMENCEMENT DATE:	Date that Lessee begins occupancy under the terms and conditions of this Agreement, notwithstanding any prior occupancy permitted the Lessee by the Lessor. For Rental Payment purposes, the Commencement Date is deemed to be June 1, 2016.
TERMINATION DATE:	June 30, 2021, or such other date as may be coterminous with Section 1.05 of the Current EMS Agreement, as the same may be amended.
TERM OF OCCUPANCY:	Commencement of Occupancy through Termination Date
RENEWAL/EXTENSION TERMS:	Lessor and Lessee shall have the option to renew this Agreement upon the expiration of the current Term, and

any subsequent term, as more particularly set out in this Agreement.

RENTAL PAYMENT: \$1,200.00 per month throughout the Term of this Agreement, payable by no later than the 5th day of each month, and such other consideration as is set forth in this Agreement.

ADDITIONAL OBLIGATIONS: Lessee shall pay all utilities supplied to or used or consumed on the Premises by any user of the Premises during the Term of this Agreement; all insurance premiums of every kind affecting the Premises; and all operating and maintenance costs pertaining to the Premises except as otherwise set forth in Articles 3 and 46 of this Agreement.

PERMITTED USE: Emergency Medical (Ambulance) Service pursuant to Ambulance Service Agreement by and among the City Of Glenpool, Mercy Regional of Oklahoma and the Glenpool Area Emergency Medical Service District, effective March 22, 2016.

ACCESS TO PREMISES: Lessee shall have unencumbered access to Premises and privileges attendant thereto immediately, as of the Commencement Date. Access shall be available to Lessee's officers, agents and employees for all purposes consistent with this Agreement and the Ambulance Service Agreement, as defined herein.

IMPROVEMENTS: Lessee shall construct and/or install all improvements to the Premises consistent with and necessary for use of the Premises for its intended use. Any permanent fixtures or alteration of the Premises shall be in accordance with terms, plans, and specifications pre-approved by Lessor and at Lessee's sole cost as specified in this Agreement.

SIGNS: Subject to Lessor's prior written approval and so far as consistent with the Sign Code of the City of Glenpool, Lessee may, at its sole cost and expense, place one or more sign(s) on the exterior of the Premises.

In the event of any conflict between the terms and conditions of these Basic Agreement Provisions and the following Supplemental Agreement Provisions, the terms and conditions of these Basic Agreement Provisions shall control.

LEASE AGREEMENT

Supplemental Agreement Provisions

This Lease Agreement (“**Lease**” or “**Agreement**”) made and entered into as of the date executed by the City of Glenpool (the “**Effective Date**”) by and among the CITY OF GLENPOOL, OKLAHOMA (“**CITY**” or “**Lessor**”) and CENTURION HEALTH SYSTEMS, INC., d/b/a MERCY REGIONAL OF OKLAHOMA (“**MERCY**” or “**Lessee**”), together the “**Parties**,” and for the benefit of the Glenpool Area Emergency Medical Service District (“**GEMS**”).

WHEREAS, GEMS is a duly created and operating emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and by Title 63 (Public Health and Safety), Article 25 (Oklahoma Emergency Response Systems Development Act), Section 1-2515 (Authority to Regulate and Control Ambulance Service Transports) of the Oklahoma Statutes, and was created by vote of the qualified voters of the Glenpool Public School District, which is coterminous with the GEMS District boundaries (“**GEMS Service Area**”), on February 22, 1983; and

WHEREAS, CITY, GEMS and MERCY have entered into a certain Ambulance Service Agreement, effective as of March 22, 2016, (the “**Current EMS Agreement**”), attached hereto and incorporated herein as **Exhibit A** in accordance with which MERCY will provide emergency and non-emergency medical services and qualified medical personnel to residents of the GEMS Service Area; and

WHEREAS, a contingency of the Current EMS Agreement is that the City shall lease certain real property and the improvements thereon to MERCY for use as its EMS ambulance facility, which property is described as “All of Lots Five (5) and Six (6), Block Two (2), GLENPOOL TOWN SITE, NOW CITY OF GLENPOOL, Tulsa County, State of Oklahoma, according to the recorded plat thereof” and also known as the EMS/Firehouse Facility located at 14522 S. Broadway, Glenpool, Oklahoma 74033 (the “**Premises**”).

NOW THEREFORE, for and in consideration of such premises and the terms, covenants and conditions as are herein set forth, the Parties hereby mutually agree as follows:

ARTICLE 1

PREMISES

1.1 Occupancy. Subject to the terms and conditions set forth in this Agreement and in consideration of the mutual covenants herein contained, CITY, in its capacity as Lessor, does hereby lease unto MERCY, in its capacity as Lessee, and MERCY does hereby lease from CITY, the Premises as defined in this Agreement Provisions and as shown on the attached **Exhibit B**.

1.2 Lessor's Reserved Rights. Except to the extent expressly limited herein, CITY reserves full rights to control the Premises (which rights may be exercised without subjecting CITY to claims for constructive eviction, abatement of rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Agreement by CITY:

To enter upon and within the Premises at reasonable hours for reasonable purposes, including inspection of the Premises and monitoring compliance of MERCY with the terms and conditions of the Current EMS Agreement.

In connection with entering the Premises, CITY shall provide reasonable advance notice to MERCY and take reasonable steps to minimize any interference with MERCY's operations.

ARTICLE 2

TERM OF AGREEMENT

2.1 Term. MERCY shall have and hold the Premises for the Term specified in the Basic Agreement Provisions, unless this Agreement is sooner terminated for cause or upon termination of the Current EMS Agreement.

2.2 Renewal Options. CITY and MERCY agree that they shall have the option to renew this Agreement upon the expiration of the current Term and any subsequent term, *provided that* termination of the Current EMS Agreement for any reason stated therein, or otherwise, shall result in the simultaneous termination of this Agreement. Renewal may be for such term and contain such other provisions and conditions as the Parties negotiate prior to the Expiration Date, *provided that* no renewal term shall exceed the term of any renewal of the Current EMS Agreement as provided therein. This Agreement may be renewed for additional five-year terms, *provided that* either party notifies the other at least 90 days prior to the Expiration Date of its intent to renew either of this Agreement or the Current EMS Agreement. Renewal shall be memorialized by the issuance of a subsequent agreement in substantially the form of this Agreement.

2.3 Termination. This Agreement may be canceled by either party with thirty (30) days' notice for any reason or no reason and, in any case, shall terminate simultaneously with termination of the Current EMS Agreement, or any renewal thereof, for any reason. Each party shall further have the right to terminate this Agreement immediately upon the occurrence of any material breach by the other (breaching) party. Materiality shall include any breach that presents a serious risk of injury, mistreatment or death of a patient or presents a substantial likelihood of serious impairment to the rights and powers of the non-breaching party.

ARTICLE 3

RENT

3.1 Base Rent During of Term of Agreement. Lessee shall pay Rent monthly to the name and address specified as the Notice recipient for the CITY identified in Article 18.2. At Lessee's sole discretion, Rent may be paid annually in advance. Rent shall be payable from the Commencement Date through the Term of this Agreement. In the event of a fractional month of occupancy of the Premises, Rent shall be prorated. The parties acknowledge and agree that the Rental Amount shall be a fixed annual amount to be denominated a "Partner Rate" which gives recognition and consideration to the fact that the relationship of the parties has been one of mutual benefit and cooperation since before the Effective Date of this Lease. Such Partner Rate shall be established as follows:

- (a) Base Rent as of Commencement Date: \$1,200 per month, payable monthly or annually at Lessee's sole discretion throughout the Term of this Agreement.
- (b) Notwithstanding the foregoing provision, nothing in this Section 43.1 or elsewhere in this Agreement shall be construed to prevent the parties from negotiating such periodic adjustments to the Rent as reflect the current needs and status of the parties and their relationship each to the other, *provided that* there shall be no increase in rent except as agreed to by both parties.

~~4.2 Triple Net Agreement. It is specifically understood and agreed by MERCY that this Agreement is what is commonly designated as a Triple Net Agreement. It is the express intent of CITY and MERCY that all rent and other payments payable during the Term of this Agreement, and not directly attributable to CITY, as set out in Section 4.3 or Article 7 below, shall be absolutely net to CITY and that each and every item of expense of every kind and nature whatsoever for the payment of which CITY is, shall or may be or become liable by reason of CITY's estate or interest in the Premises (including the improvements now or hereafter placed on the Premises) or by reason of any rights or interests of CITY in or under this Agreement or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises or any portion thereof, shall be borne by MERCY and CITY shall be held harmless therefrom. Such~~

3.2 Additional Obligations. Additional expenses for which MERCY is solely responsible include ~~but are not limited to~~: (i) water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by MERCY on the Premises or supplied to it; and (ii) insurance, routine maintenance and upkeep of interior and exterior, including the building, landscaping, roof, HVAC and structure, as more particularly set out in Article 4. Should MERCY default in the timely payment of any such obligations beyond applicable notice and/or cure periods, CITY shall have the same remedies as are available to CITY in the event of a default under the Current EMS Agreement. Timely shall mean within the time stated as due on any statement, bill or invoice for any of the foregoing obligations.

~~4.3 Limitation of Liability of MERCY. Provided however, that MERCY shall not be responsible for~~

- ~~(a) Expenses that are subject to reimbursement by insurance carriers or other third parties;~~
- ~~(b) Costs incurred as a result of any improvements to the Premises which shall become permanently affixed to the Premises and shall therefore inure to the benefit of CITY;~~
- ~~(c) Costs incurred as a result of CITY's order or authorization of expenses with respect to CITY's interest and estate in the Premises, the object of which expenses results in no benefit to MERCY;~~
- ~~(d) Violation by CITY of any laws, regulations or ordinances or breach of any agreements; and~~
- ~~(e) The cost of such maintenance items as are undertaken by the City in accordance with Article 7 below.~~

ARTICLE 4

MAINTENANCE AND REPAIR OF PREMISES

4.1 Maintenance and Repair of the Premises.

MERCY agrees, throughout the Term of this Agreement, at MERCY's sole cost, risk and expense:

- (a) To take appropriate and reasonable care of the Premises, including, but not limited to (i) custodial care and replacement of stock or other depleted non-durable items, as generally understood in commercial lease terms; (ii) sightly and sanitary upkeep of the building, furniture and fixtures; and (iii) repair or replacement of appliances, machinery, equipment and personal property, whether belonging to MERCY or the CITY;
- (b) Except as otherwise set forth in Sections 4.1(e) and 4.3, MERCY shall undertake the repair and maintenance of the Premises, including but not limited to (i) landscaping; (ii) the building frontage and exterior and interior portions of all doors and windows; (iii) all plumbing and sewage facilities serving the Premises (including assuring the free flow of the sanitary sewer line from the building on the Premises to the main line serving the Premises, which main line is solely the responsibility of the CITY); (iv) interior walls, floors and ceilings; and (v) all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances and similar personal property, as needed to keep the Premises in reasonable and appropriate operating order and condition;
- (c) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business thereon (and shall ensure that all signage complies with the City of Glenpool Zoning Code, Sign Code);

- (d) MERCY shall keep all sidewalk, parking, driveway and common areas in a clean and orderly condition and at all times, free from accumulation of dirt and rubbish. MERCY shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officer, fire marshal, building inspector or other governmental official;
- (e) MERCY shall be responsible for non-routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all appliances, equipment, fixtures and capital improvements owned or installed by CITY, at MERCY's expense, up to a maximum cost of \$1,500 per occurrence. Such non-routine maintenance and repair items as exceed the per occurrence cost of \$1,500 shall, to the extent of such excess, be undertaken by CITY, provided that MERCY shall provide CITY such documentation of the initial \$1,500 cost and the necessity of exceeding that cost as CITY may reasonably request; and
- (f) CITY makes no representation as to the operational capacity of, and assumes no liability for any claim resulting from deficiency in such operating capacity or for the maintenance of, the on-site electrical generator.

4.2 CITY Upkeep. CITY shall, at CITY's expense and upon such schedule as CITY determines in its sole discretion, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Premises, as well as the quality and condition reasonably expected of the building for its intended use. CITY shall further, at CITY's sole expense, be responsible for repair and maintenance costs resulting from a repair or maintenance that is determined by CITY to be a design or construction defect unless such repair or maintenance is necessitated by actions or inactions of MERCY.

4.3 Limitation of Liability of MERCY.

MERCY shall not be responsible for:

- (a) Expenses that are subject to reimbursement by insurance carriers or other third parties;
- (b) Costs incurred as a result of any improvements to the Premises which shall become permanently affixed to the Premises and shall therefore inure to the benefit of CITY;
- (c) Costs incurred as a result of CITY's order or authorization of expenses with respect to CITY's interest and estate in the Premises, the object of which expenses results in no benefit to MERCY;
- (d) Violation by CITY of any laws, regulations or ordinances or breach of any agreements; and

ARTICLE 5

USE OF PREMISES

5.1 Use of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Agreement Provisions and in the Current EMS Agreement at **Exhibit A**.

5.2 Compliance with Applicable Law. MERCY shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to medical facility hygiene, the handling, storage, use and disposal of medical waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any hazardous substance, toxic material or waste. MERCY shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises, including particularly but without limitation medical waste. MERCY shall in all respects comply with the requirements of the Oklahoma Solid Waste Management Act at Title 27A §§ 2-10-101, *et seq.*

ARTICLE 7

MAINTENANCE AND REPAIR OF PREMISES

~~7.1 Maintenance and Repair of the Premises.~~

~~MERCY agrees, throughout the Term of this Agreement, at MERCY's sole cost, risk and expense:~~

- ~~(a) To take appropriate and reasonable care of the Premises, including, without limitation, custodial care and replacement of stock items as generally understood in commercial lease terms, and sightly and sanitary upkeep of the building and other improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property belonging to MERCY or the CITY therein;~~
- ~~(b) Except as otherwise set forth in Sections 7.1(d) and 7.2, maintain the condition, operation, repair and maintenance of the Premises and all parts and portions thereof, including but not limited to the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of the sanitary sewer line from the building on the Premises to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, as needed to keep the Premises in reasonable and appropriate order and condition;~~
- ~~(c) Promptly, at MERCY's sole cost and expense, to make all necessary repairs to the Premises and all parts thereof, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, except as otherwise provided in Sections 7.1(d) and 7.2. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary. All such repairs made by MERCY shall be at least equal in quality and class to the original construction of the building and related improvements. MERCY shall keep and~~

~~maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish. MERCY shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors or other governmental officials;~~

- ~~(d) Additional non routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all fixtures and capital improvements owned or installed by Lessor, shall be undertaken at the expense of the Lessee up to a maximum cost of \$1,000 per occurrence for all occurrences. Such non routine maintenance and repair items as exceed the per occurrence cost of \$1,000 shall, to the extent of such excess, be undertaken by Lessor, provided that Lessee shall provide Lessor such documentation of the initial \$1,000 cost and the necessity of exceeding that cost as Lessor may reasonably request;~~
- ~~(e) Lessor makes no representation as to operational capacity and assumes no liability for any claim resulting from deficiency in such operating capacity or for the maintenance of the on-site electrical generator; and~~
- ~~(f) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business thereon (and shall ensure that all signage complies with the City of Glenpool Zoning Code, Sign Code).~~

~~7.2 CITY Upkeep. CITY shall, at CITY's expense and upon such schedule as CITY determines in its sole discretion, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Premises, as well as the quality and condition reasonably expected of the building for its intended use. CITY shall further, at CITY's sole expense, be responsible for repair and maintenance costs resulting from a repair or maintenance that is determined by CITY to be a design or construction defect unless such repair or maintenance is necessitated by actions or inactions of MERCY.~~

ARTICLE 86

ALTERATION AND INSTALLATION OF TRADE FIXTURES

68.1 Alterations. MERCY may from time to time during the term of this Agreement or any subsequent lease agreement, but at MERCY's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in MERCY's opinion, be reasonably necessary or desirable for the conduct or improvement of MERCY's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of CITY. Relocation or removal of non-bearing walls or partitions shall not be deemed a material structural change requiring CITY's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of CITY or not, shall be:

- (a) Made at MERCY's sole cost, risk and expense and CITY shall be held harmless therefrom;
- (b) Made in a good and workmanlike manner;
- (c) Made in compliance with all applicable governmental laws, ordinances, regulations or other requirements;
- (d) Made free of any liens or rights of lien;
- (e) Made using materials of a quality at least equal to that of the original construction; and
- (f) Unless CITY elects otherwise in writing at the time it approves the alteration or improvement, become CITY's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Agreement unless superseded by the intended subsequent lease agreement all without reimbursement to MERCY for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the building and related improvements constituting a part of the Premises as such value existed immediately before such change or alteration nor shall the same materially reduce the gross cubic volume of floor area of the building or impair the structural strength thereof nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by CITY or CITY's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by MERCY to undertake any such change, addition or alteration shall be the sole agent of MERCY and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of CITY or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by MERCY, with or without the consent of CITY, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of MERCY, its agents, employees, contractors or subcontractors shall be discharged of record by MERCY within ten (10) days thereafter at MERCY's sole cost and expense and CITY held harmless therefrom.

86.2 Trade Fixtures. MERCY shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which MERCY in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by MERCY on the Premises may be removed by it from time to time during the Term of this Agreement or any subsequent lease agreement, and upon the expiration of this Agreement or such subsequent lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by MERCY at its sole

cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by MERCY, usual wear and tear excepted, and further provided, that at the time of any such removal MERCY is not then in default in the terms and conditions of this Agreement beyond applicable notice and/or cure periods.

ARTICLE ~~97~~

SIGNS

~~97~~.1 Erection and Maintenance of Signs. MERCY shall have the right to erect, place and maintain on the Premises at its sole cost, risk and expense any sign or signs designating the name and type of business being conducted on the Premises by MERCY subject to the submission to and approval in writing by CITY of detailed plans for each such sign including the method of attachment of any building sign. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by MERCY at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of MERCY (which shall be at its sole cost, risk and expense), MERCY shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

~~97~~.2 Removal of Signs. MERCY at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Agreement or any subsequent lease agreement regardless of how such termination occurs. Installations, modifications, repairs and removal of signs bearing, MERCY's name and logo shall be made by MERCY in such manner as to avoid injury, defacement or overloading of the building and any damages caused by such installation, modification, repair or removal of such signs belonging to MERCY shall be promptly repaired by MERCY at its sole cost and expense.

ARTICLE ~~98~~

ASSIGNMENT AND SUBLETTING

~~68~~.1 Assignment or Subletting. Except as otherwise permitted by a separate writing executed by CITY, MERCY shall not:

- (a) Assign or in any other manner transfer this Agreement or any estate or interest therein;
- (b) Permit any assignment of this Agreement 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; or

- (d) Permit the use of the Premises by any parties other than MERCY, its agents and employees, without the prior written consent of CITY, which consent shall not be unreasonably withheld or delayed.

If MERCY requests CITY's consent to an assignment of this Agreement or to a subletting of Premises, MERCY shall give CITY at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, CITY may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event CITY does give its consent to an assignment of this Agreement or a subletting of the Premises, MERCY shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of CITY, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE ~~109~~

TAXES AND ASSESSMENTS

~~109~~.1 Impositions. CITY is a tax exempt entity and, as such, no taxes or other impositions related to the Premises shall be due or payable from MERCY.

~~109~~.2. MERCY's Fixtures. Each calendar year MERCY shall identify all of its fixtures and equipment with applicable taxing authorities and shall pay taxes assessed thereon prior to delinquency. MERCY's taxes shall include all general and special taxes, including ad valorem taxes, assessments for local improvements and other governmental charges that are imposed upon fixtures and equipment of any type and all personal property in the Premises, and all license fees imposed upon the business of MERCY conducted within the Premises. MERCY may, with CITY's consent, which consent shall not be unreasonably withheld, contest payment of such taxes to the extent permitted by the laws of the State of Oklahoma so long as the validity or amount thereof is contested in good faith and so long as such does not create a lien on the Premises. Prior to delinquency, MERCY shall deliver to CITY copies of paid tax receipts or other proof satisfactory to CITY evidencing the payment of all such taxes or proof as such are being contested in the manner set forth above.

ARTICLE ~~101~~

INSURANCE AND INDEMNIFICATION

~~140~~.1 Casualty Insurance. MERCY agrees, at MERCY's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Agreement and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the

Building and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. MERCY specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. MERCY shall endorse its insurance policies to name CITY as additional insured.

140.2 Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Primary Term of this Agreement and any renewals and extensions thereof, to maintain for the mutual benefit of CITY and MERCY, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by MERCY, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. MERCY shall endorse its insurance policies to name CITY as an additional insured. The general public liability insurance policy to be maintained by MERCY may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by MERCY.

140.3 Workers' Compensation and Employer's Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain statutory Worker's Compensation Insurance to the extent required by the Administrative Workers' Compensation Act at Title 85A of the Oklahoma Statutes, and Employer's Liability Insurance limits covering Bodily Injury by Accident - \$500,000.00 each accident; Bodily Injury by Disease - \$500,000.00 policy limit; Bodily Injury by Disease - \$500,000.00 each employee. The Workers' Compensation Insurance and Employer's Liability Insurance to be maintained by MERCY may provide for a deductible or self-insured retention to the extent customarily provided for on insurance maintained by MERCY. If MERCY has documentation that indicates that it is exempt from Administrative Workers' Compensation Act liability insurance and has attached said documentation to this Agreement document.

140.4 Business Automobile Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain business automobile liability insurance on a standard form approved by the Oklahoma Department of Insurance, written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

140.5 Professional Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain Professional Liability Insurance with policy limits of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate.

140.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility

duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon execution of this Agreement, CITY and MERCY shall each deliver to the other certificates duly issued by the respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will provide prior written notice of at least thirty (30) days' notice in the event of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each of CITY and MERCY reflecting thereon that all premiums therefor have been fully and timely paid.

140.7 Conditions of Policies. The general liability insurance required to be maintained by MERCY hereunder shall designate CITY as an additional insured as its respective interests may appear and may be carried under blanket policies maintained by MERCY if such policies comply with the provisions of this Article 104. The fire and extended coverage policy to be maintained by CITY hereunder may provide for such deductible as is customarily provided for insurance maintained by CITY with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall:

- (a) Contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 112 below;
- (b) Provide for the benefit of CITY, MERCY and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and
- (c) Shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not.

All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of CITY or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

140.8 Adjustment of Losses. Any loss under any fire and extended coverage policy or policies provided for in this Article 104 shall be adjusted with the insurance company or companies by CITY and MERCY and the loss as so adjusted shall be paid to CITY and deposited and held by CITY in a special trust account for use as provided by the terms of Article 121 below.

140.9 Indemnification of CITY. MERCY hereby agrees fully to indemnify and defend CITY and save CITY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or

damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by MERCY of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of MERCY, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of CITY or CITY's agents, invitees or employees.

CITY shall indemnify MERCY and save MERCY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with CITY's acts or omissions, or the acts or omissions of CITY's employees, invitees, agents, or contractors, on or about the Premises.

~~110~~.10 MERCY's Insurance on Its Property. MERCY shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. MERCY assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of CITY or CITY's agents.

~~110~~.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Agreement shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured Party.

ARTICLE ~~11~~2

Damage or Destruction of Building and Related Improvements

~~112~~.1 Repair or Replacement of Building and Related Improvements. In the event that the building or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, MERCY covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of MERCY or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, MERCY agrees:

- (a) No such work shall be undertaken until MERCY shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof;
- (b) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance

with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, CITY, upon written request from MERCY, shall furnish MERCY with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and

- (c) If any materialman's or mechanic's or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by CITY within thirty (30) days after the filing thereof by payment or bonding as required by law.

121.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by CITY/MERCY or its mortgagee on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by CITY/MERCY and used by CITY/MERCY from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

121.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article ~~112~~, if, within one (1) year prior to the expiration of the Term of this Agreement or during any subsequent lease agreement, the building shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the floor area of the building untenable, and provided that at the time of such destruction or damage MERCY shall not be in default hereunder beyond any applicable notice and/or cure periods, MERCY shall have the option of:

- (a) Causing CITY to restore, repair, replace, rebuild or alter the building and related improvements as, provided, MERCY advises CITY in writing of its intent to exercise its option to renew the Agreement; or
- (b) Of terminating this Agreement, PROVIDED, MERCY shall, within ninety (90) days after such destruction or damage, give CITY notice as of the date, to be specified in said notice, which date shall not be less than ten (10) days from the date of said notice, that MERCY elects to terminate this Agreement or any subsequent lease agreement. In the event of such termination, CITY shall not be required to restore, repair, replace, rebuild or alter the building and related improvements or to pay the cost thereof.

If MERCY does not elect to cause CITY to restore the building and related improvements but instead to terminate this Agreement or any subsequent lease agreement, MERCY will nevertheless be obligated upon such termination to assist CITY in recovery of the proceeds of CITY's insurance covering the building and improvements. MERCY's right to terminate this Agreement as in this Section provided shall be subject to the condition that MERCY pay all rents

and all other financial obligations payable by MERCY hereunder up to the date specified in the notice of termination given by MERCY to CITY, such payment to be made simultaneous with the giving of such notice of termination.

121.4 Release of MERCY's Obligations. Except as otherwise specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Agreement or to relieve or discharge MERCY from its liability to pay all Rents and financial obligations payable under the terms of this Agreement or to relieve MERCY from any of its other obligations hereunder and MERCY waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of MERCY, except to the extent CITY shall have received insurance proceeds for such Rent or as expressly provided in this Agreement.

ARTICLE 123

Subordination; Non Disturbance

132.1 Subordination to Mortgage; Non-disturbance of MERCY. CITY hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Agreement and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by CITY upon the Premises or any part thereof. MERCY agrees to execute and deliver any other or further instrument which may be reasonably required by CITY or any mortgagee of CITY in confirmation of such subordination promptly upon CITY's request. Provided, CITY will arrange with the holder of any such mortgage for a written agreement that, if by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by MERCY or disaffirm this Agreement or MERCY's rights or estate hereunder so long as MERCY is not in default in any material respect in its covenants, agreements and obligations contained in this Agreement beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of MERCY herein are timely and fully performed strictly in accordance with the terms and conditions of this Agreement.

132.2 Attornment by MERCY. MERCY shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as MERCY's lessor under this Agreement, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 143

Estoppel Certificate

143.1 Execution and Delivery of Estoppel Certificate. MERCY agrees that, throughout the Term of this Agreement or any subsequent lease agreement, within fifteen (15) days of request by CITY or a mortgagee of CITY or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Agreement is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by MERCY or the certificate shall so state);
~~and~~
- (b) Copies of the Agreement and any modifications have been provided to MERCY;
~~and~~
- (c) MERCY has accepted possession and now conducts business in the Premises; ~~and~~
- (d) All conditions of the Agreement to be performed by CITY prerequisite to the full effectiveness of the Agreement have been satisfied; ~~and~~
- (e) That MERCY has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Agreement as of the date of such certificate;
- (f) That MERCY has no knowledge of any default by MERCY or CITY in the terms of this Agreement (unless such a default exists in which case the same shall be detailed in such certificate); and
- (g) Such other and further reasonable information as CITY or a mortgagee of CITY or a prospective purchaser of the Premises may specifically request of MERCY.

It is specifically understood and agreed by MERCY that after delivery of such certificate by it, MERCY will be estopped from asserting any claim or defense known to MERCY prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 154

CITY and CITY's Mortgagee's Right to Perform MERCY's Covenants

154.1 Right to Perform MERCY's Covenants. MERCY agrees that, if it shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of MERCY agreed by it herein to be made or performed, then CITY or any mortgagee of CITY may, but shall not be obligated to do so, and without further notice to or

demand upon MERCY and without waiving or releasing MERCY from any obligations of MERCY contained in this Agreement and without waiver of any other remedy or right granted CITY by the terms of this Agreement:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by MERCY and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on MERCY's part to be made or performed as in this Agreement provided.

All sums so paid by CITY or CITY's mortgagee and all costs and expenses incurred by CITY or CITY's mortgagee in performing or causing to be performed acts on MERCY's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by CITY or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per annum from the date of making such expenditure by CITY or its mortgagee, at the option of CITY or its mortgagee, shall be payable by MERCY to CITY or to CITY's mortgagee, whichever is applicable, as additional rent hereunder and shall be due and payable on demand, and MERCY agrees to pay any such sum or sums with interest as aforesaid. CITY shall have, in addition to any other right or remedy of CITY granted by law, the same rights and remedies in the event of nonpayment of any such additional rent by MERCY as in the case of default by MERCY in the payment of rent payable under the terms hereof. Neither CITY nor CITY's mortgagee shall be required to inquire into the correctness of the amount or validity of any obligation or lien which may be paid by CITY or its mortgagee hereunder and shall have full authority in CITY's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 165

Default of MERCY

165.1 Events of Default. The following events shall be deemed to be Events of Default by MERCY under this Agreement:

- (a) MERCY shall fail to pay when due any rents or installments or MERCY shall fail to comply with any term, provision or covenant of this Agreement other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to MERCY, or, having so commenced to correct such failure, neglects and fails to prosecute such correction continuously with due diligence to completion; or
- (b) MERCY shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of MERCY or of all or substantially all of its assets or

- (c) MERCY shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due; or
- (d) MERCY shall make a general assignment for the benefit of its creditors; or
- (e) MERCY shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or
- (f) MERCY shall file an answer admitting the material allegations of a petition filed against MERCY in any bankruptcy, reorganization or insolvency proceedings; or
- (g) If a levy under execution or attachment shall be made against MERCY or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy; or
- (i) If an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating MERCY a bankrupt or insolvent, or approving a petition seeking reorganization of MERCY or appointing a receiver, trustee or liquidator of MERCY, or of all or substantially all of its assets, and such order, judgment or decree shall continue un-stayed and in effect for any period of sixty (60) or more consecutive days.

165.2 Remedies of CITY. Upon the occurrence of any of the aforesaid Events of Default, CITY shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Agreement, in which event MERCY shall immediately surrender the Premises to CITY and, if MERCY fails to do so, CITY may, without prejudice to any other remedy which CITY may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof; and MERCY agrees to pay to CITY on demand the amount of all loss and damage which CITY may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remodeling or redecorating of the Building forming a part of the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which CITY may suffer by reason of such termination or
- (b) Without terminating this Agreement, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof and re-let the Premises and receive the rent therefor; and MERCY agrees to pay to CITY on demand any deficiency that may arise by reason of such re-letting together with all costs and expenses incurred by CITY in real estate commissions, remodeling or renovation of the Premises or otherwise; or

- (c) Without terminating this Agreement, enter upon the Premises and do whatever MERCY is obligated to do under the terms of this Agreement, and MERCY agrees to reimburse CITY immediately on demand for any expenses which CITY may incur in thus effecting compliance with MERCY's obligations under this Agreement, together with interest thereon as in this Agreement provided and MERCY further agrees that CITY shall not be liable for any damages resulting to MERCY from such action, whether caused by the negligence of CITY, or CITY's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to CITY hereunder or of any of the damages accruing to CITY by reason of the violation of any of the terms, provisions and covenants herein contained. CITY shall take reasonable steps to mitigate CITY's damages. Failure or delay by CITY to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

156.3 Remedies Cumulative. The specific remedies to which CITY may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which CITY may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. The failure of CITY to enforce in any one or more cases the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by CITY of rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Agreement provided, CITY shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by MERCY of any of the covenants, conditions or provisions of this Agreement or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, MERCY hereby waives the defense that CITY has a speedy or adequate remedy at law.

165.4 Attorney Fees. If on account of any breach or default by MERCY in its obligations under the terms and conditions of this Agreement, it shall be reasonably necessary or prudent for CITY to employ an attorney to enforce or defend any of CITY's rights or remedies hereunder, MERCY agrees to pay any reasonable attorney's fees incurred by CITY in such connection. Likewise, MERCY agrees to pay all costs, charges and expenses which may be incurred by CITY in the enforcement of MERCY's obligations hereunder or in pursuit of any remedies granted CITY herein or by law.

ARTICLE 176

Default of CITY

176.1 Events of Default. If CITY shall fail to perform any term or provision under this Agreement required to be performed by CITY, CITY shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by MERCY; provided, if the nature of CITY's failure is such that more than thirty (30) days are reasonably required in order to cure, CITY shall not be in default if CITY commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for CITY to cure shall be extended for any period of time during which CITY is delayed in, or prevented from, curing due to fire or other casualty, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by MERCY or other Persons, and other causes beyond CITY's reasonable control.

176.2 Limitation of Damages. MERCY agrees to look solely to CITY's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against CITY. Neither CITY nor any member, owner, officer or director of CITY shall ever be personally liable to MERCY for the payment of any monetary judgment of MERCY or any costs or attorney's fees thereon. This provision does not limit any right that MERCY might otherwise have to obtain injunctive or other relief so long as such relief would not require CITY to respond in monetary damages from assets other than CITY's interest in the Premises. In no event shall CITY or any agent, officer or employee of CITY be liable to MERCY for any indirect, special or consequential damages.

ARTICLE 187

Miscellaneous Provisions

187.1 Holding Over. If MERCY remains in possession of the Premises or any portion thereof after the expiration of this Agreement, and without the execution of a new lease agreement, it shall be deemed to be occupying the Premises as a tenant from month to month but subject to all of the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month to month tenancy, save and except that, during such holdover period, monthly rent installments shall be in an amount equal to one hundred fifty percent (150%) of the monthly rent installment payable for the last calendar month of the Term of this Agreement, and save and except that MERCY shall not be entitled to any renewal rights which may be contained in this Agreement or any subsequent lease agreement. The foregoing provision shall not serve as permission for MERCY to hold-over nor serve to extend this Agreement.

187.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either Party to another and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either:

- (a) Personally delivered to the intended recipient(s) at the addresses specified below;
- (b) Sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient(s) at the address specified below; or
- (c) Deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient(s) at the address specified below.

Notices shall be deemed effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 187.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular Party whose address is to be changed):

LESSOR: City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033

LESSEE: Centurion Health Systems, Inc., d/b/a Mercy Regional of
Oklahoma
Attn: Director
9106 N. Garnett Rd
PO Box 2398
Owasso, OK 74055

187.3 Applicable Law. This Agreement shall be governed by and enforced and construed under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by the Parties hereto and not by any one party to the exclusion of the other Parties hereto.

187.4 Recording – Memorandum of Agreement. This Agreement shall not be recorded but, at the request of either CITY or MERCY, the other party shall execute, acknowledge before a notary public and deliver a memorandum of lease that may be recorded.

187.5 Insufficient Payment or Delay in Payment of Rent or Other Financial Obligations. No payment by MERCY or receipt by CITY of a lesser amount than the rent or other financial obligations herein agreed to be paid by MERCY shall be deemed to be other than on account of the earliest rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or other form of payment by MERCY to CITY shall be deemed an accord and satisfaction and CITY may accept such check or other form of payment without prejudice to CITY's right to recover the balance of such rent or other financial obligation or pursue any other remedy in this Agreement or by law provided.

187.6 Quiet Enjoyment. Upon payment by MERCY of all rents payable hereunder and observance and performance of all its covenants and agreements herein contained, MERCY shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by CITY or any person or entity claiming by, through or under CITY subject, nevertheless, to the terms and conditions of this Agreement.

187.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by each and both parties of each and every term, covenant and condition of this Agreement.

187.8 Entirety. This Agreement constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Agreement supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

187.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless such waiver is in writing duly executed and dated by the Party or Parties sought to be charged therewith.

187.10 Duplicate Originals. Any fully executed copy of this Agreement shall be deemed for all purposes as a duplicate original.

187.11 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

187.12 Partial Invalidity. If any provision(s) of this Agreement or the application thereof to any Party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any Party to this Agreement.

187.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

187.14 Approval or Consent. Except as provided otherwise in this Agreement, in any event in which CITY or MERCY is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

187.15 Representations and Warranties.

- (a) CITY represents and warrants that:
 - (i) CITY holds fee simple title to the Premises;
 - (ii) CITY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of CITY has the power and authority to sign this Agreement on behalf of CITY. No consent of any third party is required in order for CITY to enter into this Agreement and perform CITY's obligations hereunder;
 - (iii) Neither the execution nor delivery of this Agreement by CITY nor the performance by it pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which CITY is a party;
 - (iv) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises for the purposes permitted by this Agreement; and
 - (v) There are no underlying or superior leases with respect to the Premises.
- (b) MERCY represents and warrants that:
 - (i) MERCY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of MERCY has the power and authority to sign this Agreement on behalf of MERCY. No consent of any third party is required in order for MERCY to enter into this Agreement and perform MERCY's obligations hereunder;
 - (ii) Neither the execution nor delivery of this Agreement by MERCY nor the performance by in pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which MERCY is a party; and
 - (iii) There are no actions or proceedings pending or to MERCY's knowledge, threatened against MERCY which may in any manner whatsoever affect the validity or enforceability of this Agreement.

***[Signatures on Following Page
Remainder of this Page Intentionally Blank]***



**CommunityCare Life & Health Insurance Company
and
CommunityCare HMO**

Employer Group Application

PRINT OR TYPE ALL SECTIONS IN BLACK INK

PPO and traditional medical plans through CommunityCare Life & Health Insurance Company and HMO/POS plans through CommunityCare HMO

Requested Effective Date	7-1-2016
Tax ID Number	23-7196935

1. Name of Group <u>City of Glenpool</u>		2. Type of Business <u>Municipality</u> 2.a SIC Code: <u>9111</u>		3. Phone <u>918 209-4644</u>	
5. a. Location Street Address <u>12205 S. Yukon Ave</u>		5. b. City <u>Glenpool</u>		5. c. County <u>Tulsa</u>	
6. a. Billing Address		6. b. City		5. d. State <u>OK</u>	
				5. e. ZIP <u>74033</u>	
7. DBA and/or Divisional Names, Subsidiaries, Affiliated Companies or Other Locations to be included				8. Workers' Compensation Carrier <u>Consolidated</u>	
9. Administrative Contact <u>Debbie Pengelly</u> 9.a. Email address:		10. Management Contact <u>Debbie Pengelly</u> 10. a. Registered Agent for Service of Legal Process: Oklahoma Secretary of State unless indicated below			
11. a. MULTI-LOCATION ☐ YES ☒ NO 11. b. Multi-location Phone # 11. c. Multi-location Fax #		11. d. Multi-location Billing Address <u>n/a</u>			
12. a. Is this coverage part of a union negotiated agreement? ☐ YES ☒ NO				12. b. Date of Expiration	
ELIGIBILITY					
For Employer groups of 50 or more employees, active full-time employees working 30 hours or more per week are eligible if employed by you. Part-time, temporary and seasonal employees are not eligible. If your hourly requirement varies from 30 hours per week, please indicate your hourly requirement below.					
13. Indicate Hourly Requirement <u>30</u>					
14. a. Total Number of Employees on Payroll <u>72</u>			14. b. Total Number of Full-Time Employees <u>69</u>		
14. c. Total Number of Permanent Full-Time Employees Eligible for Coverage <u>69</u>					
14. d. Total Number of Eligible Employees Enrolling					
14. e. Of the Total number of Eligible Employees indicated above, specify the number waiving coverage with other valid coverage (i.e. spousal, Medicare)					
14. f. Of the Total number of Eligible Employees indicated above, specify the number waiving coverage without other valid coverage					
14 g. Percent of eligible members enrolling (do not count the employees as indicated in 14.e.) (See Participation Requirement – 70% of eligible employees (minus those with other valid coverage) are required to enroll)					
14.h. Groups with 50 or more full time employees – Percent of eligible members enrolling (include all eligible and count members waiving): (See Participation Requirement – 50% of all eligible employees (regardless of waivers) are required to enroll)					
15. Dependent Eligibility: 15. a. Dependent Age to <u>24</u>					

16. a. Are there any other entities associated with this company that are eligible to file a combined tax return? ☐ Yes ☒ No

16. b. Company Name _____ Total Employees _____

16. c. Company Name _____ Total Employees _____

17. CLASSES OF ELIGIBLE EMPLOYEES TO BE EXCLUDED: ☒ NONE ☐ UNION ☐ NON UNION ☐ HOURLY ☐ SALARY
☐ Other: _____

18. NEW EMPLOYEE WAITING PERIOD:

☒ First of the month following 30 days ☐ First of the month following 60 days ☐ Immediately following 1 month
☐ Immediately following 2 months ☐ Immediately following 90 days

☐ First of the month following date of hire ☐ Immediately upon date of hire/ No waiting period effective date of hire
☐ Other, Specify _____

☐ Waive waiting period on initial enrollment only

19. REHIRE PROVISION. ^{No} For previously covered employees and their eligible dependents who were terminated or laid off by the employer and rehired within ☐ 30 days ☐ 60 days ☐ 2 months the waiting period will be waived and the employees' and their eligible dependents' effective date for coverage will be the first day of the month following rehire date. The rehire provision cannot exceed 90 days.

20. EMPLOYER CONTRIBUTION (See Participation Requirements):

Employee 99% Dependents 0%

21. a. Is this a replacement of your current group coverage?

☒ Yes ☐ No If yes, furnish current carrier information:

21. b. Prior Carrier Aetna (Attach a copy of your most recent billing statement, your current premium rates and renewal rates)

21. c. Term date of current/prior coverage 6-30-2016

21. d. Will this plan be offered in addition to another medical plan that you will continue to provide? ☐ YES ☒ NO

21. e. Name of Carrier N/A
(Attach a copy of the plan description)

21. f. OESC Report attached Yes ☒ No ☐

22. The Employer's medical plan ☒ is ☐ is not required to offer continuation coverage under the federal Consolidated Omnibus Budget Reconciliation Act and any amendments (COBRA). COBRA is a federal requirement. Employer penalties for noncompliance may apply. It is your responsibility to inform CommunityCare whether your group is subject to COBRA or if your group's COBRA status changes.

The Employer's medical plan is required to offer continuation coverage under COBRA if:

- the plan is not a church plan; or
- on more than 50% of typical business days in the preceding calendar year, the Employer, including all employers in a controlled group (parent companies, subsidiaries, affiliates) eligible to file a combined tax return, employed 20 or more employees, including all employees (full-time or part-time, permanent or temporary), whether or not eligible for the Employer's medical plan.

For COBRA purposes, employees must be counted using the same method for all employees for the entire calendar year, either:

- by actual count for each typical business day; or
- by actual count for each pay period, with the total for the pay period attributed to each typical business day during that pay period.

For COBRA purposes, each part-time employee counts as a fraction of a full-time employee, with the numerator equal to:

- the actual number of hours worked by the part-time employee on a daily or pay-period basis (depending on the counting method); and the denominator equal to:
- the number of work hours required over that time period for an employee to be considered full-time according to the Employer's general employment practices (but not to exceed 8 hours per day or 40 hours per week).

22. a. COBRA - Are any present or former employees/dependents currently on or eligible to elect COBRA? ☐ YES ☒ NO
If yes, include copy of COBRA election form along with enrollment form for each participant listed below.

22. b. If yes, complete the following: Name _____	COBRA Expiration Date _____	Termination of Employment ☐	OR ☐	Other Qualifying Event (i.e., survivorship, divorce, etc.) ☐
_____	_____	☐		☐

23. To provide coverage to retired employees, you must state attained age and years of service for retiree class eligibility. Benefits will be effective for retirees if approved. Do you want retirees covered? a. ☐ YES ☒ NO
b. Age _____ c. Years of service _____

24. The Employer's medical plan ☒ is ☐ is not subject to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). TEFRA is a federal Medicare secondary payer requirement, and Employer penalties for noncompliance may apply. TEFRA mandates employers that employ 20 or more (full-time, part-time seasonal or partners) total employees for each working day in each 20 or more calendar weeks in the current or preceding calendar year to offer the same (primary) coverage to their age 65 or over employees and the age 65 and over spouses of employees of any age that they offer to younger employees and spouses.

PLAN SELECTION -To complete this information, refer to the plan brochure. NOTE: Submit your proposal along with this application.

25. MEDICAL BENEFIT PLAN OPTIONS (Please check the appropriate boxes to indicate the benefit plan you have selected)

Tier Structure: 4 Tier ☒ 3 Tier ☐ 2 Tier ☐ Other _____			
☒ HMO ☐ POS ☐ PPO ☐ OTHER			
H If electing HMO coverage, please indicate the networks selected: M ☐ Standard Network ☐ Select Network ☒ Standard Network and CommunityCare Select Network O			
B12 ☐ 20/\$30/\$200	B12A ☐ \$20/\$30/\$100	B11 ☐ 15/\$25/\$100	B11A ☐ 15/\$25/\$0
IDEAIP1 ☐ \$500 ded \$25/35	IDEAIP1A ☐ \$750 ded \$25/35	IDEAIP2 ☐ \$750 ded \$30/40	IDEAIP2A ☐ \$1,000 ded \$30/40
IDEAIP3 ☐ \$1,000 ded \$35/45	IDEAIP4 ☐ \$1,500 ded \$35/45	IDEAIP5 ☐ \$2,000 ded \$35/45	IDEAIP6 ☐ \$2,500 ded \$35/45
IDEAIP7 ☐ \$4,000 ded \$30/40	IDEAIP8 ☐ \$5,000 ded \$35/45	IDEAIP250 ☐ \$250 ded \$25/35	
CC 80/500 ☐ \$500 ded / \$25/\$35/80% coins	CC 70/500 ☐ \$500 ded / \$25/\$35/70% coins	CC 80/1000 ☐ \$1,000 ded / \$25/\$35/80% coins	CC 70/1000 (OE) ☐ \$1,000 ded / \$20/\$35/70% coins
CC 80/1000 ☐ \$1,000 ded \$25/\$35/80% coins	CC 70/1000 ☐ \$1,000 ded \$25/\$35/70% coins	CC 80/1500 ☐ \$1500 ded \$25/\$35/80% coins	CC 70/1500 ☐ \$1500 ded / \$25/\$35/70% coins
CC 80/2000 ☐ \$2,000 ded \$25/\$35/80% coins	CC 70/2000 ☐ \$2,000 ded / \$25/\$35/70% coins	CC 80/5000 ☐ \$5000 ded / \$05/\$35/80% coins	CC 100/3000 (OE) ☒ \$3,000 ded \$20/\$35/100% coins
CC 80/3500 ☐ \$3500 ded / \$20/\$35/80% coins	CC 80/4000 ☐ \$4000 ded / \$20/\$35/80% coins	HRA1500(a) ☐ \$1500 ded \$15/25	CC 70/3500 ☐ \$3500 ded / \$20/\$35/70% coins
CC 70/4000 ☐ \$4000 ded / \$20/\$35/70% coins	CC 70/5000 ☐ \$5000 ded / \$20/\$35/70% coins	HRA1500(b) ☐ \$1500/\$30/40	HRA2000(a) ☐ \$2000 ded \$15/25
HRA1000(a) ☐ \$1000 ded \$15/25	HRA1000(b) ☐ \$1000 ded / \$30/40	HRA2000(b) ☐ \$2000 ded / \$30/40	Other ☐ _____
P If electing POS coverage, please indicate the networks selected: O ☐ Plus POS Standard ☐ Plus POS Select ☐ Plus POS Standard and Plus POS Select S			
POS 500 ☐ \$500 ded / \$25/\$35 office copays	POS 1000 ☐ \$1,000 ded / \$25/\$35 office copays	POS 1500 ☐ \$1,500 ded / \$25/\$35 office copays	POS 2500 ☐ \$2,500 ded / \$25/\$35 office copays
POS 2500 / 80 ☐ \$2,500 ded \$25/\$35 office copays / 80% coins	POS 5000 ☐ \$5,000 ded / \$35/\$45 office copays	POS 1000/80 ☐ \$1,000 ded / \$25/\$35 ofc / 80% coins	POS 1500/80 ☐ \$1,500 ded / \$25/\$35 office copays / 80% coins
POS 3000 /100 OE ☐ \$3,000 ded \$25/\$35 office copays / 100% coins	POS 5000/80 ☐ \$5,000 ded / \$35/\$45 office copays / 80% coins	POS 1000 OE ☐ \$1,000 ded / \$25/\$35 office copays / 80% coins	POS 1500 OE ☐ \$1,500 ded / \$25/\$35 office copays / 80% coins
POS 80/500 ☐ \$500 ded / 80% coins	POS 70/500 ☐ \$500 ded / 70% coins	POS 80/3500 ☐ \$3500 ded / 80% coins	POS 80/4000 ☐ \$4000 ded / 80% coins
POS 80/5000 ☐ \$5000 ded / 80% coins	POS 70/3500 ☐ \$3500 ded 70% coins	POS 70/4000 ☐ \$4000 ded / 70% coins	POS 70/5000 ☐ \$5000 ded / 70% coins
POS 80/2000 ☐ \$2000 ded / 80% coins	POS 70/2000 ☐ \$2000 ded 70% coins	Other ☐ _____	

P If electing PPO coverage, please indicate the networks selected:

P
O ☐ CommunityCare PPO Standard ☐ CommunityCare PPO Select ☐ CommunityCare PPO Select and CommunityCare PPO Standard

Pinnacle 1 ☐ \$500 ded 90/60

Pinnacle 2 ☐ \$1,000 ded 90/60

Pinnacle 2 (OE) ☐ \$1,000 ded 90/60

Pinnacle 3 ☐ \$2,000 ded 90/60

Pinnacle 3 (OE) ☐ \$2,000 ded 90/60

Pinnacle 3A (OE) ☐ \$1,500 ded 90/60

Pinnacle 100/3000 ☐ \$3,000 ded

Value Advantage 2 ☐ \$1,000 ded 80/50

Value Advantage 2 (OE) ☐ \$1,000 ded 80/50

Value Advantage 3 ☐ \$2,000 ded 80/50

Value Advantage 1 ☐ \$500 ded 80/50

Value Advantage 3A (OE) ☐ \$1,500 ded 80/50

Value Advantage 80/1500 ☐ \$1,500 ded 80/50

Value Advantage 80/2500 ☐ \$2,500 ded 80/50

Value Advantage 3 (OE) ☐ \$2,000 ded 80/50

Value Advantage 5 ☐ \$2,500 ded 80/50

Fundamental 1 ☐ \$500 ded 70/40

Fundamental 2 ☐ \$1,000 ded 70/40

Value Advantage 80/3500 ☐ \$3,500 ded 80/50

Value Advantage 80/4000 ☐ \$4,000 ded 80/50

Fundamental 3 (OE) ☐ \$2,000 ded 70/40

Fundamental 3A (OE) ☐ \$1,500 ded 70/40

Fundamental 2 (OE) ☐ \$1,000 ded 70/40

Value Advantage 80/5000 ☐ \$5,000 ded 80/50

Fundamental 70/2500 ☐ \$2,500 ded 70/40

Fundamental 70/3500 ☐ \$3,500 ded 70/40

Fundamental 70/1500 ☐ \$1,500 ded 70/40

Fundamental 3 ☐ \$2,000 ded 70/40

Other ☐ _____

Fundamental 70/4000 ☐ \$4,000 ded 70/40

Fundamental 70/5000 ☐ \$4,000 ded 70/40

26. PRESCRIPTION DRUGS

(Please check the appropriate boxes to indicate the benefit plan you have selected)

☒ \$0/\$15/\$40/\$70/\$160 copay

☐ \$0/\$15/\$45/\$95/\$300 copay

☐ \$0/\$15/\$40/\$85/\$260 copay

☐ \$0/\$15/\$25/\$70/ 20% or \$310 copay

☐ Other _____

☐ \$100 Calendar Year Prescription Drug Deductible

☐ \$300 Calendar Year Prescription Drug Deductible

Mail Order

☒ 2x copay for 90-day supply

27. PREMIUM RATES (For each benefit plan you have selected, please complete the following):

Premium tier	CC 100/3000 (OE) Plan	Plan	CC 100/3000 (OE) Plan	Plan
Employee Only	\$391.30	\$	\$409.90	\$
Employee/Spouse	\$821.80	\$	\$861.10	\$
Employee/Child	\$704.80	\$	\$738.40	\$
Employee/Children	\$704.80	\$	\$738.40	\$
Employee/Sp/Child	\$1174.60	\$	\$1230.70	\$
Employee/Sp/Children	\$1174.60	\$	\$1230.70	\$

28. The Employer ☐ is ☒ is not a small employer under the federal Health Insurance Portability and Accountability Act of 1996 and any amendments (HIPAA).

The employer is a small employer under HIPAA if, on business days in the preceding calendar year, the Employer, including all employers in a controlled group (parent companies, subsidiaries, affiliates) eligible to file a combined tax return, employed an average of at least 2 but not more than 50 employees, including all employees (full-time or part-time, permanent or temporary), whether or not eligible for the Employer's medical plan.

29. The Employer ☐ is ☒ is not a small employer under Oklahoma's Small Employer Health Insurance Reform Act and any amendments (SEHIRA).

The Employer is a small employer under Oklahoma's SEHIRA if, on at least 50% of its working days in the preceding calendar quarter, the Employer, including all employers in a controlled group (parent companies, subsidiaries, affiliates) eligible to file a combined tax return, employed no more than 50 full-time employees with a normal workweek of at least 24 hours (not including part-time, temporary, or substitute employees), a majority of whom were employed within Oklahoma, whether or not eligible for the Employer's medical insurance plan.

30. The Employer ☐ is ☒ is not a small employer for purposes of Oklahoma's Severe Mental Illness Parity Statute 36 O. S. 6060.10 and any amendments.

The Employer is a small employer if, on at least 50% of working days in the preceding calendar quarter, the Employer (not including other employers in the same controlled group eligible to file a combined tax return, unless some employees of such employers will be eligible under the Policy) employed no more than 50 full-time employees with a normal workweek of at least 24 hours (not including part-time, temporary, or substitute employees), whether or not eligible for the Employer's medical insurance plan.

31. The Employer ☐ does ☒ does not have 50 or fewer Full Time Equivalent (FTE) employees as mandated under the Affordable Care Act and defined in section 4980H(c)(2)(E) of the Internal Revenue Code.

32. The Employer ☒ is ☐ is not a county, city, town or school district, or any of their duly constituted authorities performing a public service and organized under either 74 OS §§ 1001-1008 or 60 OS §§ 176-180.4.

33. The Employer ☐ does ☒ does not elect to utilize the religious exemption or safe harbor. In the absence of an affirmative election from the Employer, the Employer is deemed to have elected the "Does Not" box (and no exemption or safe harbor will be applied).

Religious Employer Extension or Temporary Safe Harbor. Federal regulations current exempt health insurance from the Affordable Care Act requirement to cover contraceptive services under Health Resources and Services Administration (HRSA) guidelines ("contraceptive coverage requirement") if the coverage is provided in connection with a group health plan established or maintained by a "religious employer" as defined in 45 C.F.R. 147.130(a)(iv)(B) ("religious employer exemption"). Alternatively, health insurance coverage currently qualifies for a one-year temporary enforcement safe harbor from the contraceptive coverage requirement if the coverage is provided in connection with a group health plan established or maintained by an organization that does not qualify as a religious employer, but that satisfies all of the safe harbor requirements published in the Center for Consumer Information and Insurance Oversight's February 10, 2012 guidance ("safe harbor").

If the Employer elects to utilize the religious employer exemption and/or safe harbor, please check the appropriate box below. In no event will CommunityCare be responsible for any legal, tax or other ramifications related to the employer's elections.

☐ Employer represents and warrants that the following entities are religious employers, as defined in 45 C.F.R. 147.130(a)(iv)(B), and qualify for the religious employer exemption (this election will be effective on the Effective date defined below for the plan years beginning on or after August 1, 2012): _____

☐ Employer represents and warrants that the following entities are organizations that satisfy all of the requirements for the safe harbor (this election will be effective on the Effective Date for plan years beginning on or after August 1, 2012, but will only be effective for the first plan year that begins on or after August 1, 2013, and may be terminated sooner unless mutually agreed to in writing by the parties): _____

First date of Employer's Next Plan Year ("Effective date"): _____ Month / _____ Day / _____ Year.

Employer shall provide CommunityCare immediate written notices if Employer and/or any entities listed no longer qualify for the religious employer exemption and/or safe harbor. Employer shall indemnify and hold harmless CommunityCare and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorney's fees and costs) or other costs or obligations or judgments brought or asserted against CommunityCare in connection with (a) any plan's grandfathered health plan status, (b) any plans' exempt status, (c) religious employer exemption, (d) any plans' design (including but not limited to any directions, actions, or interpretations of the Employer, and/or (f) any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may affect the terms and conditions of coverage.

34. YOU, the participating Employer, Policyholder or Contract holder intend to establish, sponsor, and endorse an Employee Benefit Plan that will be governed by the Employee Retirement Income Security Act of 1974 (ERISA). YOU are the ERISA Plan Administrator. That means, among other things, that You are responsible for administering COBRA on behalf of the Group and its Plan Participants. CommunityCare assumes none of the obligations of the Plan Administrator with respect to administering COBRA.

YOU, the participating Employer, apply to participate in the plan for insurance coverage, which may be modified from time to time, as underwritten by the insurer (WE, US and OUR); CommunityCare Life & Health Insurance Company or CommunityCare HMO.

YOU agree to make available YOUR records, which we determine are relevant to the Application and insurance coverage for inspection by the Insurance Company, Administrator, US or OUR representative during YOUR normal business hours. With respect to paying claims for benefits or determining eligibility for coverage under this Policy, WE as administrator for claims determinations and as ERISA claims review fiduciary as described in 29 C.F.R. 2560-503-1(g) (2), shall have full and exclusive discretionary authority to 1) interpret policy provisions, 2) make decisions regarding eligibility for coverage and benefits, and 3) resolve factual questions relating to coverage and benefits.

YOU may withdraw at any time, subject to certain premium obligations described in the EMPLOYER AGREEMENT section, thus terminating YOUR insurance coverage, provided written notice of termination is received by US prior to the requested effective date. Otherwise, YOU understand and agree that failure to remit and pay premium when due will be considered a default in premium payment, and that coverage will be terminated by US, following a grace period of 31 days from the date of non-payment of premium. WE may terminate YOUR insurance coverage according to the "Termination of Coverage" provisions stated in the Policy. Except for non-payment of premium, YOU will be provided with a 30-day advance written notice of YOUR termination of coverage. If coverage is terminated by US for non-payment of premium, YOU will still owe and WE will collect premium for the grace period.

35. CONTRIBUTION AND PARTICIPATION REQUIREMENTS

For YOU to remain eligible, the Contribution and Participation Requirements must be maintained for all coverage. Failure to maintain the plan eligibility, and Participation Requirements will terminate YOUR coverage under the POLICY. Other termination provisions are stated in the Policy or Group Services Agreement.

Based upon the information submitted, WE have the right to decline the entire group's medical coverage, if the Employer is not a Small Employer as defined by the Oklahoma Small Employer Health Insurance Reform Act.

1. If you pay 100% of the premium, YOU must have 100% participation of employees eligible for medical insurance benefits and you agree that at no time shall any employee be permitted or required to contribute for non-contributory coverage.
2. If YOU pay less than 100% of the premium, YOU must have at least 70% participation of employees eligible for medical insurance benefits. For Employer Groups with 50 or more employees, YOU must have at least 50% participation of employees eligible for medical insurance benefits enrolled regardless of waivers.
3. YOU are required to contribute at least 50% of the premium for each employee benefit or 0% of the cost for dependents.

Rates:

If the Employer is not a Small Employer, the rates listed in this employer application are the direct result of the data provided to CommunityCare at the time of the request for proposal. CommunityCare reserves the right to adjust the rates at any time if health conditions, which existed prior the effective date, are presented after the release of these rates. Any fraudulent or intentional misrepresentation of material fact would result in the termination of the agreement by CommunityCare.

36. COMMUNITYCARE RESPONSIBILITIES

Plan Management Services: CommunityCare will manage the plan in accordance with applicable state and federal laws and the terms of the plan's evidence of coverage, i.e., the member handbook (for HMO plans) or the insurance certificate (for PPO Plans). Administrative services provided by CommunityCare include: customer service and enrollment processing; provider services and credentialing; claims processing and payment (including coordination of benefits and subrogation); medical management and utilization review; grievance and appeals, quality assurance; and financial accounting and underwriting. CommunityCare assumes no administrative obligations with respect to the plan other than those described above, nor any responsibilities that belong to the Group or Plan Sponsor under applicable law.

Right to Audit: CommunityCare may, upon seven (7) days' prior written notice to the Group, audit the Groups' records for the purpose of ensuring that only Eligible Persons have enrolled in the plan, and that only Plan Participants are receiving coverage. CommunityCare may request, and the Group agrees to provide, documents and information that may be reasonably necessary for CommunityCare to provide such audit.

37. PLAN ADMINISTRATOR RESPONSIBILITIES

General: Your responsibilities with respect to the Plan include, but are not limited to, conducting Open and Special enrollments, submitting enrollment forms to CommunityCare; collecting Plan Participants' contributions toward the Group's premium payment and remitting the Group's premium payment to CommunityCare; making determinations regarding an employee's or dependent's eligibility to enroll in the plan and notifying CommunityCare of changes in the eligibility of Plan Participants; and administering COBRA and notifying Plan Participants of their COBRA rights.

Payments Made in Error: If CommunityCare pays a claim for services rendered to an individual who, at the time services were rendered, the Group had informed CommunityCare was an eligible Plan Participant, but who is later determined to have been ineligible, the ineligible individual must reimburse CommunityCare for the value of the services for which CommunityCare paid within thirty (30) days after CommunityCare's request for reimbursement. If the individual fails to reimburse CommunityCare within the 30-day period, the Group agrees to reimburse CommunityCare.

Group Administrative Policies & Procedures: By executing this Application, the Group represents to CommunityCare that it has adopted written policies and procedures governing its activities related to administration of the Plan, including how the Group determines which individual are eligible for coverage, and that the Group administers its responsibilities in strict accordance with the requirements of applicable state and federal law (e.g., ERISA, COBRA). The Group also represents that it will apply its administrative policies and procedures uniformly with respect to each of its employees and their dependents, and that it will give CommunityCare advance written notice if it intends to apply those policies or procedures non-uniformly with respect to any individual or in a manner that would purport to entitle an individual who would not otherwise qualify as an eligible Plan Participant to receive benefits under the Plan. CommunityCare may, at its discretion, refuse coverage for that individual.

Notification of Changes in Eligibility: The Group agrees to notify CommunityCare promptly of any change that would affect a Plan Participant's continued eligibility for coverage. Each month, CommunityCare will send the Group a bill for the following month's premium. By the tenth of the following month, the Group must remit to CommunityCare the group premium payment and identify in writing (e.g., by indicating on the bill) any Plan Participant who is no longer eligible for coverage, whose coverage is terminating, or who is electing COBRA. If the Group fails to notify CommunityCare that a Plan Participant has lost eligibility, the Group and the Plan Participant agrees to reimburse CommunityCare for any amounts CommunityCare paid for services rendered to the Plan Participant during his/her period of ineligibility.

HIPAA Creditable Coverage: The Group is responsible for ensuring that the Plan complies with the portability rules promulgated under HIPAA (the "Portability Rule"). The Group agrees to notify CommunityCare promptly of any Plan Participant whose coverage is terminating so that CommunityCare can issue a certificate of creditable coverage within the required timeframe. The Group agrees to indemnify and hold CommunityCare harmless from and against any legal or financial liability that arises out of the Group's failure to provide accurate or timely information necessary for CommunityCare to fulfill its obligations under the Portability Rule.

ERISA: The Group is responsible for ensuring that the Plan complies with applicable provisions of ERISA, and that the Group's Plan Participants are informed of their respective rights and protections with respect to coverage under the Plan. The Group is solely responsible for developing, adopting and distributing summary plan descriptions related to the Plan. The Group agrees to indemnify and hold CommunityCare harmless from and against any claims, losses or expenses arising out of the Group's failure to properly perform its obligations under ERISA with respect to the Plan.

COBRA: The Group is solely responsible for administering COBRA on behalf of its Plan Participants (also called "qualified beneficiaries" for purposes of COBRA), including issuing all notices required to be given to such individuals by both employers and plan administrators under the Health Care Continuation Coverage final rules established by the U.S. Department of Labor in a manner consistent with applicable U.S. Department of the Treasury regulations. Such notices include the general notice of continuation coverage and the specific notice of the right to elect continuation coverage. CommunityCare's sole responsibility with respect to COBRA is to provide continuing coverage under the Plan for those individuals who are entitled to such coverage, and with respect to whom CommunityCare has received proper notice from the Group and/or the individual, and who has, in fact, elected COBRA coverage within the applicable time frames. The Group agrees that CommunityCare is not obligated to provide COBRA continuation coverage to any Plan Participant: (i) with respect to whom CommunityCare has not received proper notice of the qualifying event; (ii) who did not receive appropriate notice of his/her right to elect continuation coverage; or (iii) who, after having received proper notice from the Group of his/her right to elect continuation coverage, fails to elect such coverage within the required time frames (regardless of whether or not CommunityCare has received premium on his/her behalf). CommunityCare has the right to request and receive from the Group documentation or other information reasonable necessary to confirm that a Plan Participant identified by the Group as having elected COBRA coverage is, in fact, eligible for such coverage and elected COBRA coverage timely and in the manner required by applicable law.

Deductible Credit: The Group is responsible for requesting information on any portion of the calendar year deductible that has been met for each of their Plan Participants so that CommunityCare can provide the appropriate deductible credit. This information can be transmitted to CommunityCare directly from the previous carrier. Please have your agent/broker or your previous carrier provide this information to CommunityCare no later than 90 days from the requested effective date of coverage. We are unable to process requests for deductible credit which are received later than 90 days from the requested effective date.

Group Premium Payment; Grace Period; Modification: The Group Premium Payment is due monthly on or before the tenth of the month for which premium is owed. Nonpayment of the Group Premium Payment is cause for termination of the Plan. If any Group Premium Payment (other than the initial payment) is not paid within thirty (30) days after its due date (the "Grace Period"), coverage under the Plan will terminate at the end of the last month for which a Group Premium Payment was received. Such termination will not, however, affect the Group's liability to pay any overdue Group Premium Payment. CommunityCare may modify the Group Premium Payment upon thirty (30) days' written notice to the Group. Any such modification shall take effect starting the first full month following the expiration of the thirty (30) day notice period. CommunityCare may also change the Group's premium rates during the policy period if its business practices change as the result of legislative or judicial mandates, including voluntary compliance by CommunityCare with court settlements or court orders. The Group will be deemed to have consented to the modification unless, within the 30-day period, the Group notifies CommunityCare of its intent to terminate the Agreement.

Extraordinary Tax Passthrough: The Group Premium Payment shall be adjusted upward to include any taxes imposed on CommunityCare on, with respect to, or measured by, the Group Capitation Premium after the Effective Date of the Plan. Any adjustment pursuant to this provision shall be effective on the date the tax is imposed, and shall be promptly paid by the Group upon receipt of written notice by CommunityCare, together with sufficient supporting documentation to enable the Group to ascertain the accuracy of CommunityCare's calculation of any such adjustment.

38. CONTRACT TERMINATION

The initial plan year is the twelve-month period starting on the Effective Date above; and the Plan shall continue in full force and effect for subsequent 12-month periods unless earlier otherwise terminated. The group may terminate the contract without cause upon sixty (60) days' written notice to CommunityCare; however, such termination shall not affect the Group's liability to pay the group premium payment through the month in which termination occurs. CommunityCare may terminate the contract upon thirty (30) days' written notice to the Group if the Group provides intentional misleading or fraudulent information which is material to the issuance of the contract. The Group may terminate the contract upon thirty (30) days' written notice if CommunityCare notifies the Group of its intent to increase the Group's premium payment or reduce plan benefits during a plan year.

39. GOVERNING LAW

The contract between You and CommunityCare is governed by, and construed in accordance with, the laws of the State of Oklahoma. In addition, the parties' obligations may be governed by certain federal laws, rules and regulations, such as the Oklahoma Insurance Code (Title 36) and regulations promulgated by the Oklahoma Insurance Department, ERISA, COBRA, the Patient Protection and Affordable Care Act and Title XVIII of the Social Security Act.

40. DISCRETIONARY AUTHORITY OF PLAN MANAGER

In carrying out its responsibilities as plan manager, CommunityCare has discretionary authority to interpret the terms of the Plan, including terms governing eligibility for and entitlement to Plan benefits. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

41. MISCELLANEOUS

This application contains the entire understanding of the parties with respect to coverage and the operation of the plan(s) sponsored by the Group, and supersedes all other such agreements and understandings between the parties. The rights and obligations of the parties set forth in this application may not be modified other than by written agreement of the parties, except that rights or obligations of a party which arise or accrue by virtue of changes to existing law, or by the passage of new law, are deemed to be automatically incorporated into this application as of the date such laws or their amendments take effect. No failure or delay by any party to exercise any right shall operate as a waiver thereof, except as expressly provided, nor shall any single or partial exercise of any right by a party preclude any further exercise thereof, or the exercise of any other right. All of the terms and provisions of this application shall be binding upon, and shall inure to the benefit of and be enforceable by, the respective successors and assigns of the parties; provided, however, that neither party shall assign any of its rights hereunder without the prior written consent of the other party. CommunityCare may, however, delegate any of its plan management responsibilities to a third party through a written delegation agreement without the Group's consent.

The relationship between CommunityCare and the Group is that of independent contractors. Neither party, nor any of its officers, directors, agents or representatives has authority to bind or act on behalf of the other party without that party's prior written consent.

All notices, requests or demands vis-à-vis CommunityCare and the Group shall be given or made as follows:

If to CommunityCare: CommunityCare, Attn. President & CEO, 218 W. 6th Street, Tulsa, OK 74119.

If to the Group: Notices will be sent to the Management Contact identified in Box 10 at the address listed in Box 5 hereinabove.

42. EMPLOYER AGREEMENT

YOU, the employer, understand and agree that the first month's estimated premium and fully completed enrollment information for all eligible persons requesting insurance coverage must be submitted with this Application BEFORE action is taken on the Application. YOU agree to collect any employee contribution toward premium. If this application is declined, we will return the premium deposit submitted with the application. YOU understand and agree that neither YOU nor the Agent/Producer has the authority to waive a complete answer to any question, pass on insurability, alter any contract, or waive any of OUR other rights or requirements. YOU hereby certify that YOU have read this document and that the information provided is accurate and complete. YOU also understand that any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. YOU also certify that the information provided here can be substantiated by business records maintained by YOU. YOU agree to provide the documentation requested by US that establishes that all eligibility, underwriting and participation requirements of the policy are met. YOU understand that only individuals who meet the eligibility requirements of the Policy are entitled to maintain coverage. YOU understand CommunityCare will rely on the information provided in determining eligibility for coverage, setting premium rates, compliance with applicable laws, and other purposes, and that any intentional misrepresentation of material fact, or fraudulent statement may result in rescission of the group policy, termination of coverage, increase in premiums, or other consequences. This document and CommunityCare's Administrative Guide (a copy of which will be provided to You upon approval of Your Employer Group Application) (and, for coverage underwritten by CommunityCare HMO, the Group Services Agreement) constitute the contract between the Group and CommunityCare. The respective rights and obligations of CommunityCare and Plan Participants are set forth in, and are governed by, applicable law and the Plan's evidence of coverage. Insurance coverage is not in effect unless and until YOU receive written notification from us. **UNDER NO CIRCUMSTANCES SHOULD YOU CANCEL YOUR PRESENT GROUP COVERAGE WITHOUT PRIOR NOTICE OF APPROVAL BY US.**

Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

DATED ON: 5-23-2016
(Month, Day, Year)

BY: Michael A. Pengetty
(Employer Signature)

DATED AT: Glenpool, OK
(City and State)

HR Director
(Title)

43. AGENT/PRODUCER INFORMATION (To be completed by the Agent/Producer)

1. AGENT/PRODUCER/AGENCY OF RECORD
(Commissions/Correspondence/Bonuses)

Social Security/Tax ID No. 73-1470321
NPN 3996036

2. AGENT/ PRODUCER/AGENCY OF RECORD
(For Split Commissions Only)

Social Security/Tax ID No. _____
NPN _____

Name Benchmark Financial Group

Street 1900 N.W. Expressway

City OKla City State OK ZIP 73118

Phone No. 405-840-0028 Fax No. 405-840-0014

Commission Split ____ % (Required for split commissions only, % should = 100)

Commission Schedule ☒ 28 PEPM ☐ None

WRITING AGENT/PRODUCER (Producer who actually solicited the case)

Name _____

Street _____

City _____ State _____ ZIP _____

Phone No. _____ Fax No. _____

Social Security Number _____

Writing AGENT/Producer's Signature [Signature]

You, the Agent/Producer(s), certify that you have met with the Employer submitting this application and that you have fully explained its contents. You have discussed coverage, eligibility and effect of misrepresentations and termination provisions.

Date May 24, 2016

44. SALES OFFICE USE ONLY

Marketing Office Location Tulsa

Marketing Representative's Signature [Signature]

Standalone Quote

Large Group Rate Quotes

These rates include Pharmacy Benefit (2X) \$0/\$15/\$40/\$70/\$160

Enrollment Assumptions

Financial Exhibits -

Rates are shown on a standalone basis. If you choose to offer a benefit plan as a dual option, rates will be higher than reflected.

City of Glenpool

Effective Date:

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Environment Assumptions														
Plan Name	Date of Qualification	In-NET-DSD Single Family	COONDED Single Family	Commuters- Un-Occ.	ON-POP Specials	Ind-POP N/O	Network	45		1		2		Difference from Original
								Employees	Employed On	Employees	Employed On	Employees	Employed On	
HMO Plans														
CC 80/500	No	\$500/\$1,000	None	80%/None	\$25/\$35	\$4,500	Select	\$419.00	\$880.10	\$754.70	\$1,257.90	\$23,005.60	\$1,207.60	
CC 80/500	No	\$500/\$1,000	None	80%/None	\$25/\$35	\$4,500	Standard	\$439.30	\$922.70	\$791.30	\$1,318.80	\$24,120.10	\$2,322.10	
CC 80/1000 (OE)	Yes	\$1,000/\$2,000	None	80%/None	\$20/\$35	\$3,000	Select	\$405.80	\$852.30	\$730.90	\$1,218.10	\$22,280.40	\$482.40	
CC 80/1000	No	\$1,000/\$2,000	None	80%/None	\$20/\$35	\$3,000	Standard	\$425.30	\$895.30	\$766.00	\$1,276.70	\$23,351.20	\$1,555.20	
CC 80/1000	No	\$1,000/\$2,000	None	80%/None	\$25/\$35	\$5,000	Select	\$398.20	\$836.50	\$717.30	\$1,195.60	\$21,864.00	\$66.00	
CC 80/1500	No	\$1,500/\$3,000	None	80%/None	\$25/\$35	\$6,000	Standard	\$378.20	\$794.30	\$681.10	\$1,252.90	\$22,912.60	\$1,114.60	
CC 80/1500	No	\$1,500/\$3,000	None	80%/None	\$25/\$35	\$6,000	Select	\$396.10	\$831.90	\$713.40	\$1,189.00	\$20,764.80	-\$1,033.20	
CC 80/2000	No	\$2,000/\$4,000	None	80%/None	\$25/\$35	\$5,500	Standard	\$364.90	\$766.40	\$657.30	\$1,195.20	\$21,747.80	-\$50.20	
CC 70/500	No	\$500/\$1,000	None	70%/None	\$25/\$35	\$4,500	Standard	\$402.30	\$844.90	\$724.60	\$1,207.60	\$20,974.50	-\$873.20	
CC 70/500	No	\$500/\$1,000	None	70%/None	\$25/\$35	\$4,500	Select	\$421.60	\$885.50	\$759.40	\$1,265.60	\$22,088.20	\$290.20	
CC 70/1000 (OE)	Yes	\$1,000/\$2,000	None	70%/None	\$20/\$35	\$3,000	Select	\$393.70	\$827.00	\$709.20	\$1,182.10	\$23,148.10	\$1,350.10	
CC 70/1000	No	\$1,000/\$2,000	None	70%/None	\$20/\$35	\$3,000	Standard	\$412.60	\$866.60	\$743.10	\$1,238.60	\$22,653.90	\$855.90	
CC 70/1000	No	\$1,000/\$2,000	None	70%/None	\$25/\$35	\$5,000	Select	\$382.90	\$804.30	\$689.70	\$1,149.60	\$21,023.70	-\$774.30	
CC 70/1500	No	\$1,500/\$3,000	None	70%/None	\$25/\$35	\$6,000	Standard	\$401.10	\$842.50	\$722.50	\$1,204.20	\$22,022.90	\$224.90	
CC 70/1500	No	\$1,500/\$3,000	None	70%/None	\$25/\$35	\$6,000	Select	\$365.90	\$762.20	\$653.70	\$1,089.40	\$19,925.20	-\$1,872.80	
CC 70/2000	No	\$2,000/\$4,000	None	70%/None	\$25/\$35	\$6,000	Standard	\$379.90	\$798.00	\$684.30	\$1,140.60	\$20,839.00	-\$939.00	
CC 80/2500B	No	\$2,500/\$5,000	None	80%/None	\$25/\$35	\$5,500	Select	\$352.10	\$739.60	\$634.30	\$1,057.10	\$19,332.60	-\$2,465.40	
CC 80/2500B	No	\$2,500/\$5,000	None	80%/None	\$20/\$35	\$5,500	Standard	\$368.30	\$774.10	\$663.80	\$1,064.00	\$20,233.20	-\$1,564.80	
CC 80/3500	No	\$3,500/\$7,000	None	80%/None	\$20/\$35	\$5,500	Select	\$357.40	\$750.70	\$643.80	\$1,073.00	\$19,623.50	-\$2,174.50	
CC 80/3500	No	\$3,500/\$7,000	None	80%/None	\$20/\$35	\$6,000	Standard	\$374.10	\$783.80	\$673.90	\$1,123.10	\$20,540.40	-\$1,257.60	
CC 80/4000	No	\$4,000/\$8,000	None	80%/None	\$20/\$35	\$6,000	Select	\$328.30	\$689.60	\$591.40	\$985.60	\$18,025.70	-\$3,772.30	
CC 80/4000	No	\$4,000/\$8,000		80%/None	\$20/\$35	\$6,200	Standard	\$343.30	\$721.10	\$618.40	\$1,030.70	\$18,849.40	-\$2,948.60	
CC 80/5000	No	\$5,000/\$10,000	None	80%/None	\$20/\$35	\$6,200	Select	\$321.60	\$675.60	\$579.40	\$965.60	\$17,658.20	-\$4,139.80	
CC 80/5000	No	\$5,000/\$10,000	None	80%/None	\$20/\$35	\$6,350	Standard	\$336.30	\$706.30	\$605.70	\$993.00	\$18,464.70	-\$3,333.30	
CC 70/3500	No	\$3,500/\$7,000	None	70%/None	\$20/\$35	\$6,350	Select	\$304.10	\$638.80	\$547.80	\$913.00	\$18,697.10	-\$5,100.90	
CC 70/3500	No	\$3,500/\$7,000	None	70%/None	\$20/\$35	\$6,000	Standard	\$317.70	\$667.40	\$572.30	\$953.90	\$17,444.00	-\$4,354.00	
CC 70/4000	No	\$4,000/\$8,000	None	70%/None	\$20/\$35	\$6,000	Select	\$315.50	\$662.80	\$568.40	\$947.20	\$17,323.30	-\$4,474.70	
CC 70/4000	No	\$4,000/\$8,000	None	70%/None	\$20/\$35	\$6,200	Standard	\$329.80	\$692.80	\$594.10	\$990.30	\$18,108.30	-\$3,689.70	
CC 70/5000	No	\$5,000/\$10,000	None	70%/None	\$20/\$35	\$6,200	Select	\$322.80	\$678.00	\$556.40	\$927.30	\$16,960.30	-\$4,837.70	
CC 70/5000	No	\$5,000/\$10,000	None	70%/None	\$20/\$35	\$6,350	Standard	\$322.80	\$678.00	\$581.40	\$969.00	\$17,723.40	-\$4,074.60	
CC 100/3000 (OE)	Yes	\$3,000/\$6,000	None	100%/None	\$20/\$35	\$3,000	Standard	\$291.30	\$611.90	\$524.80	\$874.60	\$15,994.40	-\$5,803.60	
CC 100/3000 (OE)	Yes	\$3,000/\$6,000	None	100%/None	\$20/\$35	\$3,000	Select	\$391.30	\$821.80	\$704.80	\$1,174.60	\$16,702.60	-\$5,095.40	
CC 100/3000 (OE)	Yes	\$3,000/\$6,000	None	100%/None	\$20/\$35	\$3,000	Standard	\$409.90	\$861.10	\$738.40	\$1,230.70	\$22,484.30	-\$313.70	
												\$22,506.40	\$708.40	

This proposal includes changes to our pharmacy plan including the implementation of preferred Name: City of Glenpool;

Quote Number: PP-City of Glenpool-CB-7-1-16

Financial Overview

[illegible]

		CommunityCare				CommunityCare			
		Proposed Plans 2				Proposed Plans 3			
		CC 100/3000 OE		CC 80/2000		GC 100/3000 OE		Freedom Access	
		HMO		HMO		HMO		POS	
		\$3,000		\$2,000		\$3,000		\$2,000	
		Yes		Yes		Yes		Yes	
		100%		80%		100%		80%/60%	
		\$20/35		\$25/35		\$20/35		\$25/35	
		\$50		\$50		\$50		\$50	
		\$3,000		\$5,500		\$3,000		\$5,500	
		Yes		Yes		Yes		Yes	
		Yes		Yes		Yes		Yes	
RX		\$0/15/40/70/160	Select	Standard	Standard	\$0/15/40/70/160	Select	Standard	Standard
EE		391.30	409.90	364.90	382.00	391.30	409.90	393.40	412.20
EE-Sp		821.80	851.10	768.40	802.50	821.80	861.10	826.30	865.80
EE-Ch		704.80	738.40	657.30	688.20	704.80	738.40	708.60	742.40
EE-Ham		1174.60	1230.70	1095.50	1146.90	1174.60	1230.70	1181.00	1237.40
Monthly Total		26,728	6,190	-	-	26,728	6,190	-	-
Annual Total		320,736	74,278	-	-	320,736	74,278	-	-
Comb Ann TTL		395,014				395,014			
\$3 Diff/Annual		(11,594)				(11,594)			
% Diff		-3%				-3%			

MEDICAL INFORMATION

Please answer the following to the best of your knowledge for employees and dependents eligible for coverage under present health plan(s), COBRA or state continuance provisions. Give details to any questions answered "Yes". Please attach separate pages for additional information. ***Where applicable, please list whether the person is an employee or a dependent, their age, diagnosis of conditions, date of onset, any surgery performed, any medications currently taken, amount of paid claims, future prognosis, and any other pertinent information to help us determine their current health status (no names please).

Disease/Disorder of Nervous System	☒ No ☐ Yes	High Blood Pressure/Cholesterol	☒ No ☐ Yes
Alcohol/Drug Dependency	☒ No ☐ Yes	Cancer	☒ No ☐ Yes
Stroke	☒ No ☐ Yes	Heart Attack/Disease/Malfunction	☒ No ☐ Yes
Heart By-pass Surgery	☒ No ☐ Yes	Kidney Disease	☒ No ☐ Yes
Liver Disorder	☒ No ☐ Yes	AIDS/AIDS Related Complex	☒ No ☐ Yes
Immune Disorders	☒ No ☐ Yes	Obesity	☒ No ☐ Yes
Diabetes	☒ No ☐ Yes	Mental Illness	☒ No ☐ Yes
Lung Disease/Disorders	☒ No ☐ Yes	High Blood Pressure	☒ No ☐ Yes
Disease/Disorder of Back/Spine	☒ No ☐ Yes	Stomach Ulcers	☒ No ☐ Yes

***For those conditions answered "Yes", please give details as listed above:

Have any employees or dependents (not listed above) been hospitalized, had surgery in the past 24 months, or had any claims over \$5,000? ☐ No ☒ Yes ***If "Yes", please explain.

Foot Surgery - 03/05/15 Full Recovery
Neck Surgery - 10/13/15 Full Recovery

Is anyone apt to have a continuing claim from an existing mental or physical disorder?
☒ No ☐ Yes ***If "Yes", please give details.

Are you aware of any proposed insured who has hospitalization or surgery pending, or who has been advised that hospitalization or surgery will be necessary in the future? ☒ No ☐ Yes ***If "Yes", please explain.

Are any proposed insured currently pregnant? ☒ No ☐ Yes ***If "Yes", how many? _____

Please answer the following for each pregnancy:

Due Date(s): _____ First Child? _____
 Is individual(s) covered by the current carrier? _____ Expecting Single or Multiple Birth(s)? _____

Are any employees or dependents incapacitated or confined to a hospital or treatment facility? ☒ No ☐ Yes
 ***If "Yes", Please give details.

Are any employees not actively at work or not performing their duties full-time due to illness, injury or total disability?
☐ No ☒ Yes ***If "Yes", how many are still employed? 1

I hereby certify that, to the best of my knowledge, the information provided herein is complete and true. I understand that CommunityCare relies on the information provided in this questionnaire and reserves the right to retroactively cancel the group policy if fraudulent or incomplete information is provided. I also understand that this group coverage will not become effective until approved by CommunityCare.

W. Penally
 Employer Signature

5/9/16 5/23/2016
 Date

Producer's Signature

Date



Export / Print Invoice Report
Report Format:
Generated On:

PDF
05/19/2016 09:07:59 AM EDT

Account Name	CITY OF GLENPOOL
Account Number/Bill Package	2266656 / 1001
Payment Due Date	06/01/2016
Balance	\$32,256.00
Invoice #	H2670239
Prepared Date	05/16/2016
Coverage Period	06/01/2016-06/30/2016
Trid	E20D
Billing Questions Contact	877-232-1621
Bill Package Name:	CITY OF GLENPOOL

This invoice is intended for informational use only. To ensure timely and accurate payment to your account, please pay online.

View Financial Totals

Opening Balance	\$33,090.00
Paid Date 05/04/16 Payment ID: 0000000035444	\$33,090.00
Total Payments Received Since Last Invoice	\$33,090.00
Current Inforce Charges	\$32,653.00
Retroactivity Charges	(\$397.00)
Current Admin/Other Adjustment Charges	\$0.00
Current Net Charges	\$32,256.00
AMOUNT DUE:	\$32,256.00

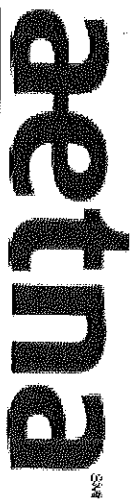
Important Please Read: The total amount is due on the first day of the monthly coverage period. If the total amount is not received by the end of the grace period, the contract will be terminated. You will be liable for the total amount due for all periods of coverage (including the grace period) unless you provide at least 30 days of advance written notice of your intent to terminate. If you have more than one invoice, you must pay each invoice separately or supply support detailing the amount to apply to each invoice. If you fail to supply this support your payment will be applied proportionately to each invoice for that month. If the total amount due for all invoices is not received, you may be in arrears on all invoices, and subject to termination.



Account Name
Account Number/Bill Package
Payment Due Date
Balance
Invoice #
Prepared Date
Coverage Period
Thad
Billing Questions Contact
Bill Package Name:

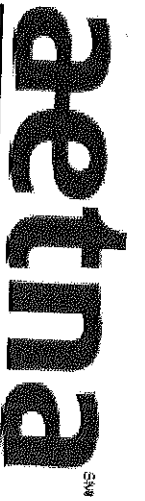
CITY OF GLENPOOL
2266558 / 1001
06/01/2016
\$32,256.00
H2670239
05/16/2016
06/01/2016-06/30/2016
E20D
877-232-1621
CITY OF GLENPOOL

CURRENT INFORCE CHARGES									
LAST NAME	FIRST NAME	M.I.	EMPL ID	CATEGORY	FAMILY CODE	TOTAL	MED TYPE	MED AMOUNT	
Adams	Austin	J	***-**-6635		EE	\$397.00	008/106/481	\$397.00	
Adams	Danny	L	***-**-3773		EE+Spouse	\$834.00	008/106/481	\$834.00	
Arrington	Geoffrey	L	***-**-1956		EE	\$397.00	008/106/481	\$397.00	
Ashton	Jeremy	J	***-**-9128		EE+Spouse	\$903.00	008/106/481	\$903.00	
Baker	Scott	L	***-**-6061		EE	\$397.00	008/106/481	\$397.00	
Barrett	Kimberly	K	***-**-5531		EE	\$397.00	008/106/481	\$397.00	
Barick	Laura	R	***-**-5071		EE	\$474.00	023/106	\$474.00	
Bell	Jimmy	D	***-**-3978		EE	\$397.00	008/106/481	\$397.00	
Burrow	Lynden	L	***-**-0559		EE	\$397.00	008/106/481	\$397.00	
Calmus	Lance	P	***-**-7953		EE	\$397.00	008/106/481	\$397.00	
Casten	Julie	A	***-**-5887		EE	\$397.00	008/106/481	\$397.00	
Chaney	James	W	***-**-3770		EE	\$397.00	008/106/481	\$397.00	
Colbert	Darrell	L	***-**-7718		EE	\$397.00	008/106/481	\$397.00	
Davis	Aaron	J	***-**-1854		EE	\$397.00	008/106/481	\$397.00	
Deere	David	W	***-**-7267		EE	\$397.00	008/106/481	\$397.00	
Doris	Karen	R	***-**-8201		EE	\$397.00	008/106/481	\$397.00	
Dykes	Kendall	J	***-**-4479		EE	\$397.00	008/106/481	\$397.00	
Fair	Shelton	R	***-**-2935		EE	\$397.00	008/106/481	\$397.00	
Glasby	Robert	M	***-**-7217		EE	\$397.00	008/106/481	\$397.00	
Goltra	Jay	B	***-**-4495		EE	\$397.00	008/106/481	\$397.00	
Gorton	George	T	***-**-0431		EE+Family	\$1,192.00	008/106/481	\$1,192.00	
Graves	Matthew	F	***-**-7808		EE	\$397.00	008/106/481	\$397.00	
Hacker	Paul	F	***-**-4593		EE	\$429.00	008/106/481	\$429.00	
Heney	Daniel	S	***-**-6872		EE	\$397.00	008/106/481	\$397.00	



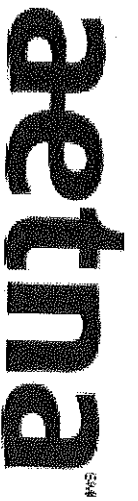
CURRENT INFORCE CHARGES

LAST NAME	FIRST NAME	M.I.	EMPL ID	CATEGORY	FAMILY CODE	TOTAL	MED TYPE	MED AMOUNT
Harris	James	E	***-**-0947		EE	\$397.00	008/106/481	\$397.00
Hayes	Jacob	T	***-**-9225		EE	\$429.00	008/106/481	\$429.00
Hirsch	Randi	D	***-**-3666		EE	\$397.00	008/106/481	\$397.00
Hughes	Billy	J	***-**-4663		EE	\$397.00	008/106/481	\$397.00
Hunter	Ronald	N	***-**-5953		EE	\$429.00	008/106/481	\$429.00
Hutchinson	Dustin	A	***-**-6006		EE	\$397.00	008/106/481	\$397.00
Hutchinson	Joel	T	***-**-6092		EE	\$397.00	008/106/481	\$397.00
Kolman	Roger	G	***-**-5613		EE+Child(n)	\$852.00	023/106	\$852.00
Luttrell	Bernice	M	***-**-1923		EE	\$397.00	008/106/481	\$397.00
Malone	Richard	A	***-**-1098		EE	\$397.00	008/106/481	\$397.00
McCool	Jeremy	S	***-**-6341		EE	\$474.00	023/106	\$474.00
McLellan	James	S	***-**-8098		EE	\$474.00	023/106	\$474.00
Messinger	Erica	N	***-**-9992		EE	\$397.00	008/106/481	\$397.00
Mobley	Jw		***-**-5772		EE	\$429.00	008/106/481	\$429.00
Montgomery	Margaret	F	***-**-1576		EE	\$397.00	008/106/481	\$397.00
Newton	Paul	A	***-**-8293		EE	\$429.00	008/106/481	\$429.00
Odom	William	L	***-**-2042		EE	\$397.00	008/106/481	\$397.00
Ogilvie	Terrell	B	***-**-4156		EE+Family	\$1,192.00	008/106/481	\$1,192.00
Pengelly	Deborah	A	***-**-1294		EE	\$397.00	008/106/481	\$397.00
Peterson	Lowell	L	***-**-3789		EE+Spouse	\$834.00	008/106/481	\$834.00
Prohl	Stephen	J	***-**-0088		EE	\$397.00	008/106/481	\$397.00
Pickering	Johnathan Jay		***-**-7364		EE	\$429.00	008/106/481	\$429.00
Plane	Jeremy	D	***-**-2789		EE	\$397.00	008/106/481	\$397.00
Powell	Tracey	R	***-**-6824		EE	\$397.00	008/106/481	\$397.00
Radford	Troy	D	***-**-0683		EE	\$397.00	008/106/481	\$397.00
Rains	Randall	S	***-**-0908		EE	\$397.00	008/106/481	\$397.00
Rammohan	Stephanie	D	***-**-8686		EE	\$397.00	008/106/481	\$397.00
Reed	Brandon	D	***-**-5316		EE	\$397.00	008/106/481	\$397.00
Reed	Lea ann		***-**-1432		EE	\$397.00	008/106/481	\$397.00
Renfro	Jennifer	L	***-**-4109		EE	\$397.00	008/106/481	\$397.00
Richter	Wesley	D	***-**-9939		EE	\$397.00	008/106/481	\$397.00
Shanks	Sam	C	***-**-4484		EE	\$429.00	008/106/481	\$429.00
Shaw	Abigail	M	***-**-4480		EE	\$397.00	008/106/481	\$397.00
Sheldon	Chris	D	***-**-9350		EE	\$397.00	008/106/481	\$397.00
Simmons	Gina	R	***-**-0011		EE	\$397.00	008/106/481	\$397.00
Smith	Charles	E	***-**-2564		EE	\$474.00	023/106	\$474.00



CURRENT INFORCE CHARGES

LAST NAME	FIRST NAME	M.I.	EMPL ID	CATEGORY	FAMILY CODE	TOTAL	MED TYPE	MED AMOUNT
Staires	John	E	***-**-6261		EE+Spouse	\$834.00	008/106/481	\$834.00
Stonecypher	Michelle	M	***-**-0002		EE	\$397.00	008/106/481	\$397.00
Tennell	Robert	M	***-**-2832		EE	\$397.00	008/106/481	\$397.00
Tosie	Larry	J	***-**-4002		EE+Spouse	\$834.00	008/106/481	\$834.00
Uhman	Gordon	M	***-**-8085		EE	\$397.00	008/106/481	\$397.00
Wallen	Charles	J	***-**-4447		EE	\$397.00	008/106/481	\$397.00
Waller	Dennis	J	***-**-1037		EE	\$429.00	008/106/481	\$429.00
Ward	Scott	H	***-**-1792		EE	\$397.00	008/106/481	\$397.00
White	Susan	M	***-**-4227		EE	\$397.00	008/106/481	\$397.00
Winders	Steve	G	***-**-6412		EE	\$397.00	008/106/481	\$397.00



Account Name
Account Number/Bill Package
Payment Due Date
Balance
Invoice #
Prepared Date
Coverage Period
Trial
Billing Questions Contact
Bill Package Name:

CITY OF GLENPOOL
2266658 / 1001
06/01/2016
\$32,256.00
H2670239
05/16/2016
06/01/2016-06/30/2016
E20D
877-232-1621
CITY OF GLENPOOL

View Adjustments								
Change Reason	First Name	M.I.	Last Name	Old Amount	New Amount	Net Change	Empl Id	Comments

Please fax completed security request form to CommunityCare Marketing Department at (918) 594-5209 or Email carewebaccess@ccok.com

Employer Group Information

Group Name: City of Glenpool
 Benefit Manager: Debbie Pengelly
Benefit Manager must sign under authorizing signature below.
 Address: 12205 Yukon Ave
 City: Glenpool State: OK Zip Code: 74033
 Phone Number: 918-209-4644
 Group Numbers: new

CareWeb User Information (1 form per user)

User Type: ☒ Employer ☐ Broker
 User Rights: ☒ Add ☒ Remove
 User Right Level: ☐ View ☒ View/Edit
 Effective Date: 7-1-20
 End Date:
 Name: Debbie Pengelly
 Agency Name: (if Broker)
 Email: dpengelly@cityofglenpool.org
 Phone Number: 918-209-4644

CommunityCare will validate the Benefit Manager's authorizing signature prior to granting security access. For security purposes, you are responsible for immediately notifying CommunityCare of any changes to the information contained on this form.

I authorize this user to access Employer Connection. I authorize this user to perform the functions listed in the user rights section and accept responsibility for the content, and outcome of the data.

Authorizing Signature: [Signature]

COBRA Verification

1. Is your plan required to offer continuation of coverage under the federal Consolidated Omnibus Budget Reconciliation Act and any amendments (COBRA).
☒ Yes ☐ No

2. If your plan is required to offer COBRA, please indicate who performs your COBRA administration. If this is a third party vendor, please indicate contact name, address, and phone number.

Name: Ameriflex
 Address: Denielle
 Phone Number: 844-423-4646
Schofield
8235

3. If you utilize a third party vendor, will COBRA adds/changes/terms be submitted via CAREWEB.
☐ Yes ☒ No



STANDARD PLAN INVOICE

Mail Payment to:

**Oklahoma Municipal Assurance Group
3650 S. Boulevard
Edmond, Ok 73013-5581**

TO: MS. DEBORAH PENGELLY
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

May 24, 2016

Premium for the Participation in the OMAG Workers'
Compensation STANDARD PLAN Plan for the period of
July 1, 2016 to July 1, 2017

\$157,563.00

AMOUNT DUE

\$157,563.00

This Payment is due by July 15, 2016

Mail payment to address shown above.

NOTE: Unless a due date is stated above, this invoice is due and payable on or before the first day of the agreement period.

The Oklahoma Municipal Assurance Group is an Interlocal Cooperation Act Agency of Cities and Towns Providing:
Municipal Liability Protection Plan - Municipal Property Plan - Workers' Compensation Plan

Oklahoma Municipal Assurance Group Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 00

Policy Period: 07/01/2016 To 07/01/2017

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Class Code	DESCRIPTION	Payroll	Employee No	Volunteer No	RATE	Premium
5611	Street or Road	115,573	9	0	13.520	15,625
7520	Waterworks Oper	93,583	7	0	7.270	6,803
7710	Firefighters &	964,077	15	0	6.360	61,315
7711A	Firefighters, C	10,720	0	20	12.160	1,304
7720	Police Officers	1,330,817	28	0	5.100	67,872
8601	City Engineer	81,606	1	0	0.720	588
8810	Clerical Office	632,845	18	0	0.530	3,354
8820	Attorney - All	102,828	1	0	0.750	771
8831	Animal Control	30,137	1	0	3.730	1,124
9015	Building Operat	67,578	2	0	9.060	6,123
9410	Municipal or To	138,472	4	0	2.740	3,794
Sum		3,568,236	86.0	20.0		

STANDARD PREMIUM: 168,673

EXPERIENCE MODIFICATION APPLIED: 1.3200 53,975

Oklahoma Municipal Assurance Group Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 00

Policy Period: 07/01/2016 To 07/01/2017

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

PREMIUM DISCOUNT:	24.5%	-54,549
TERRORISM:		357
CATASTROPHE:		357
CLAIMS HANDLING CREDIT:	15%	-25,322
EXPENSE CONSTANT		140
STANDARD PLAN SUB-TOTAL:		143,631
OMAG ADMIN FEE:	9.70%	13,932
TOTAL PREMIUM:		157,563



STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS

May 26, 2016

Roger Kolman, City Manager
City of Glenpool
P.O. Box 70
Glenpool, OK 74033

**RE: Public Work Project Contract – Fiscal Year 2017
July 1, 2016 – June 30, 2017**

Dear Mr. Kolman:

Enclosed are two copies of the FY2017 Public Works Project contract. Please obtain the appropriate signatures and return to my office ***no later than June 10, 2016***. Once all signatures have been obtained, a fully executed original will be returned to your office.

Should you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in cursive script that reads "Nakia Whetstone-Cox".

Nakia Whetstone-Cox
Business Manager
Tulsa County District Probation and Parole
440 S. Houston Ave., Suite 701
Tulsa, OK 74127
918-581-2944 – Office
918-581-2255 – FAX
nakia.whetstone@doc.ok.gov

**PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS AND
CITY OF GLENPOOL**

(July 1, 2016 through June 30, 2017)

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, CITY OF GLENPOOL, hereinafter, **Public Agency Or CITY OF GLENPOOL**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

Weed eat, pick up trash and debris, operate park maintenance equipment (mowers, saws, tractor, etc.), janitorial work, move, handle materials and such other tasks as may be assigned to them consistent with the services provided by the City of Glenpool Public Works Department. The above explanation should include a brief description of the Public Works Project indicating the location and type of work required and will request the number of prisoners it needs to accomplish the Public Works Project.

The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit, nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay to the Department, a base cost of \$750.00 per month and \$60.00 a month per offender for wages.
8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.
9. The Director of the Department of Corrections or his designee will, at all times during the term of this contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.
10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).

11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform, will consider any mitigating circumstances.
17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.

18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:

City of Glenpool

12205 S. Yukon Avenue

Glenpool, OK 74033

ATTN: ROGER KOLMAN

For the Department:

Tulsa Co. Dist. Probation and Parole

440 S. Houston, Ste. 701

Tulsa, Ok 74127

ATTN: KATHRYN KING

24. **Contract Term:** The term of this contract will be for a period of one fiscal year beginning on July 1, 2016, and ending on June 30, 2017. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extensions must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:
1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.
 2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.

3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
 4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:
1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

- A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
- B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

DATE OF EXECUTION:

Date: _____

for the Oklahoma Department of Corrections

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



for the Public Agency

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

Notary Public

My commission expires: _____

My commission number is: _____

**PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
OKLAHOMA DEPARTMENT OF TRANSPORTATION**

DATE:

\$ 0		A.	The cost of transportation of the offenders to and from the project.
\$ 0		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
\$ 0		C.	The cost of supervising the offenders.
\$ 0		D.	The cost of all tools and materials furnished by the Department.
\$60/mo	5	E.	The cost of the salaries of the assigned offenders (to be verified through sign-in/out sheets provided to the host facility)
\$ 750/mo		F.	Base Cost (through June 30, 2017)
\$ 1050.00		SUBTOTAL	
\$ 1050.00		TOTAL COST TO BE BILLED MONTHLY	

Oklahoma Department of Corrections	Agency Representative

**Sign
Here**

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

RESOLUTION NO. 16-06-02

**A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA,
REQUESTING IN WRITING THAT PRISONERS FROM THE
OKLAHOMA DEPARTMENT OF CORRECTIONS BE ASSIGNED TO A
PUBLIC WORKS PROJECT PURSUANT TO THE PRISONERS PUBLIC
WORKS ACT AND APPROVING THE CORRESPONDING PUBLIC
WORKS CONTRACT**

WHEREAS, the Oklahoma Board of Corrections has determined in accordance with the Prisoners Public Works Act that the assignment of eligible prisoners to a Public Works Project is of necessity for the public well-being and conducive to rehabilitation and the reduction of recidivism among participating prisoners; and

WHEREAS, the City of Glenpool, as the Public Agency identified in a proposed Public Works Project Contract By and Between the Oklahoma Department of Corrections and City of Glenpool, desires to participate in the foregoing Public Works Project; and

WHEREAS, the foregoing Public Works Project Contract requires the Public Agency to request in writing that prisoners be assigned to the Public Works Project contemplated by such Contract.

NOW, THEREFORE, Be It Resolved By The City Council Of The City Of Glenpool, THAT:

1. The City Council of the City of Glenpool, as the governing body of the Public Agency identified in a certain proposed Public Works Project Contract By and Between the Oklahoma Department of Corrections and City of Glenpool, hereby requests in writing to participate in the Public Works Project approved by the Oklahoma Board of Corrections pursuant to the Prisoners Public Works Act.
2. The proposed Public Works Project Contract By and Between the Oklahoma Department of Corrections and City of Glenpool as attached hereto, including the Addendum attached thereto as Attachment A setting out the cost of such participation in the total amount of \$1,050.00 per month, is approved and the City Manager is authorized to execute the Contract and the Addendum all in accordance with their terms.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Glenpool on this 6th day of June 2016.

THE CITY OF GLENPOOL, OKLAHOMA

Timothy Lee. Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, June 6, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from April 4, April 18, April 28, May 2, and May 5, 2016 meetings.
- E) Adjournment

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

Signed: _____
Clerk

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 4, 2016

The Regular Session of the Glenpool Utility Services Authority was held at 7:49 p.m., Glenpool City Hall. Trustees present: Jennifer Ballew; Momodou Ceesay; Tim Fox; Patricia Agee and Brandon Kearns.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Public Works Director.

A) Chairman Fox called the meeting to order at 7:49 p.m.

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

C) Public Works Director Report - Wes Richter, Director of Public Works

- Mr. Richter updated the Trustees on various routine activities during March.

D) Scheduled Business

1) Discussion and possible action to approve minutes from March 7, and March 21, 2016 meetings.

MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes as presented.

FOR: Trustee Ballew; Vice Chairman Ceesay; Chairman Fox; Trustee Agee

AGAINST: None

ABSENT: Trustee Kearns

Motion carried.

2) Discussion and possible action to approve a certain Privately Funded Public Improvements Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and St. Francis Hospital South, LLC, for the purpose of effecting a cost-sharing mechanism with respect to the construction of water lines to be connected to the new water storage tower in progress at 156th Street South east of US Highway 75, and authorizing the Chairman of the Board of Trustees to execute such agreement, and further authorizing GUSA to take such other actions as may be necessary and appropriate to ensure implementation of the Agreement.

MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to concur with action taken in City Council meeting to approve the Privately Funded Public Improvements Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and St. Francis Hospital South, LLC.

FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Ballew

AGAINST: None

ABSENT: Trustee Kearns

Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 7:53 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 18, 2016**

The Regular Session of the Glenpool Utility Services Authority was held at 7:33 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Trustees present: Jennifer Ballew; Patricia Agee; Brandon Kearns; Momodou Ceesay; and Timothy Fox.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Julie Casteen, Trust Treasurer; and Lynn Burrow, Community Development Director. Susan White, Trust Clerk, and Wes Richter, Public Works Director were absent.

- A) **Chairman Fox called the meeting to order at 7:33 p.m.**
- B) **Julie Casteen, acting Secretary called the roll and Chairman Fox declared a quorum present.**

C) **Scheduled Business**

- 1) **Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Rural Water District No. 2, Creek County ("Creek-2") for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as "Reserved Creek-2 Water Customers" in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties.**

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the essential points of the agreement and authorize the City Attorney to complete negotiations of a final agreement for execution by the Mayor.

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

AGAINST: None

Motion carried.

D) **Adjournment.**

- Meeting was adjourned at 7:34 p.m.

Date

Chairman

ATTEST:

Acting Secretary

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
May 2, 2016**

The Regular Session of the Glenpool Utility Services Authority was held at 9:30 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Trustees present: Patricia Agee; Brandon Kearns; Momodou Ceesay; and Timothy Fox.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Julie Casteen, Trust Treasurer; Lynn Burrow, Community Development Director and Wes Richter, Public Works Director. Susan White, Trust Clerk, was absent.

- A) Chairman Fox called the meeting to order at 9:30 p.m.**
- B) Julie Casteen, acting Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works**
- Mr. Richter's updated the Trustees on various routine activities during April. He reported that the quarterly bio-monitoring samples passed all tests. The renewal of the annual discharge permit with ODEQ is still pending. The routine disinfection process began May 1 and will continue through September.
- D) Scheduled Business**
- 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.**
Julie Casteen, acting Clerk, pointed out a scrivener's error in the Agenda. The minutes presented for approval are from the April 18, 2016 meeting.
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes from April 18th meeting as presented.
FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
 - 2) Discussion and possible action to approve construction change order number 1 with Goins Enterprises, Inc., amending the 2016 public infrastructure construction contract pertaining to the construction and installation of a water tower and related water lines in the City of Glenpool and increasing the total cost of that contract by \$28,934.00.**
Mr. Burrow explained this was the same change order previously approved by the City Council, but because the contract is in both the City's name as well as GUSA's, it is necessary for the GUSA board to also approve the change order.
MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to approve construction change order number 1 with Goins Enterprises, Inc.
FOR: Chairman Fox; Trustee Agee; Trustee Kearns; Vice Chairman Ceesay
AGAINST: None
Motion carried.

E) Adjournment.

- Meeting was adjourned at 9:37 p.m.

Date

Chairman

ATTEST:

Acting Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:30 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, June 6, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from April 28, May 2, and May 5, 2016 meetings.
- D)** Adjournment.

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

Signed: _____
City Clerk

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
May 2, 2016

The Regular Session of the Glenpool Industrial Authority was held at 9:37 p.m., Council Chambers, Glenpool City Hall. Trustees present: Momodou Ceesay; Tim Fox; Patricia Agee and Brandon Kearns. Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney and Julie Casteen, Trust Treasurer. Susan White, Trust Secretary was absent.

- A) Tim Fox, Chairman called the meeting to order at 9:37 p.m.**
- B) Julie Casteen, acting Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**
- 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes as presented.
FOR: Vice Chairman Ceesay, Chairman Fox, Trustee Agee, Trustee Kearns
AGAINST: None
Motion carried.
- D) Adjournment**
- There being no further business, Chairman Fox declared the meeting adjourned at 9:38 p.m.

Date

Chairman

ATTEST:

Acting Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, June 6, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** District Administrator Report - Susan White, District Administrator
- D)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- E)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from May 2, 2016 meeting.
 - 2)** Discussion and possible action to enter into an Operational Agreement between the Glenpool Area Emergency Medical Services District (GEMS) and the City of Glenpool.
(Susan White, District Administrator)
 - 3)** Discussion and possible action to engage the Oklahoma State Auditor and Inspector's office for the purpose of conducting a Regular Audit for FY 13-14 and FY 14-15, in accordance with 19 O.S. § 1706.1, and; authorizing payment for services rendered, from Budget Account 31-6-01-6236 Audit Fees.
(Susan White, District Administrator)
 - 4)** Discussion and possible action to ratify amendments to Mercy Regional Lease Agreement for real property located at 14522 S. Broadway, Glenpool.
(Lowell Peterson, District Counsel)
- F)** Adjournment.

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

Signed: _____
District Clerk/Secretary



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

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator/Clerk/Secretary
Date: June 6, 2016
Subject: District Administrator Report

Regular Audit:

The Oklahoma State Auditor and Inspector's office will be conducting the Regular Audit beginning June 6. The periods included in the audit are fiscal years 2014 and 2015. The audit expense has been appropriated in the budget.

Budget:

A public hearing and adoption of FY 2017 Budget is slated for June 14. The proposed budget represents a \$106,000 increase in expenditures over last year. The most significant factors are the costs for the ambulance service contract at \$57,000 above last year and EMS equipment for the first responders at an estimated cost of \$71,200.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
May 2, 2016

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 9:38 p.m., Council Chambers, Glenpool City Hall. Members present: Momodou Ceesay; Tim Fox; Patricia Agee and Brandon Kearns.

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

- A) **Chairman Fox called the meeting to order at 9:38 p.m.**
- B) **Acting Clerk/Secretary Casteen called the roll and Chairman Fox declared a quorum present.**
- C) **District Administrator Report - Susan White, District Administrator**
- Mr. Kolman stated that Ms. White is ill and there is no report
- D) **EMS Report – Brian Cook, Director of Operations, Mercy Regional EMS**
- Mr. Cook reported on operations that began April 22.
- E) **Schedule Business**
- 1) **Discussion and possible action to approve minutes from April 4, 2016 meeting.**
MOTION: Vice Chairman Ceesay moved, second by Member Agee to approve minutes as presented.
FOR: Vice Chairman Ceesay; Chairman Fox; Member Agee; Member Kearns
AGAINST: None
Motion Carried
- F) **Adjournment.**
- There being no further business, the meeting was adjourned at 9:50 p.m.

Date

ATTEST:

Acting Clerk/Secretary

Chairman

ADMINISTRATIVE OPERATIONS AGREEMENT

[City of Glenpool and "GEMS" District]

This Administrative Operations Agreement ("Agreement"), as defined by Title 5, Chapter 2, Article A, Section 1¹ of the Glenpool City Code, made and entered into on the date written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, ("City") and the Glenpool Area Emergency Medical Service District ("GEMS") (together with the City, the "Parties"), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1² of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City's Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services, including the provision of

¹ OPERATIONAL AGREEMENT: That certain agreement entered into by and between the City and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the City for the benefit of GEMS, and to assign specified budgetary functions to GEMS, and such other terms and conditions as may affect the working relationship between the City and GEMS as such terms and conditions are set forth in said operational agreement.

² The "emergency medical response agency", as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this "Operational Agreement" and the "Ambulance Service Agreement," as those terms are defined and used in Title 5, Chapter 2, Article A, under the direction and control of the Medical Director.

ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service district purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive³:

- A. City staff will perform all ministerial services required for the implementation of this Agreement, including without limitation oversight of all operational costs identified in the City's adopted budget for FY 2016-2017, to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. City will provide a qualified municipal clerk acceptable to the Board of Trustees to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- C. City will provide a qualified municipal attorney acceptable to the Board of Trustees to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such attorney is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- D. City will provide a qualified officer acceptable to the Board of Trustees to perform administrative services for GEMS, including services as an administrative liaison between

³ 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

GEMS and City for the purpose of making and delivering such reports to the Board of Trustee as needed to provide information, answering questions and carrying out administrative tasks assigned by the Board, and will ensure that such designated administrator present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

- E. City will provide a qualified financial officer acceptable to the Board of Trustees to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act..
- F. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response (“EMR”) runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code⁴ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁵ at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS’ Responsibilities

- A. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient clerical, legal, administrative financial and emergency medical response agency services, as provided by Sections II.A., B., C., D., E. and F. of this Agreement by City personnel, as outlined above and to the fullest extent permissible under Oklahoma law.
 - 1. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - 2. GEMS further stipulates and agrees that the clerical, legal, administrative and financial services provided by City personnel under Sections II.A., B., C., D. and E. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such

⁴ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁵ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.

3. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.F. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- B. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- C. In consideration of the clerical, legal, administrative, financial and emergency medical response agency services provided by City as described in Sections II.A., B., C., D., E. and F. of this Agreement, GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2016, and shall continue through June 30, 2017. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2017, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party 30 days before the cancellation date.

VI. Successors and Assigns

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

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this ____th day of _____
2016.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Susan White, City Clerk

Susan White, Board Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, Board Attorney

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Runs YTD as of April 30, 2016	Ratio
EMR	675 63%
FIRE	386 36%
Total	1061

Based on FY2016-2017 Proposed Budget:		EMR Calls vs Fire	63%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$	1,244,383	\$ 783,961
Average per person (total /13)	\$	95,722	\$ 60,305
Annual hours per person		2,912	
Avg hourly personnel costs	\$	32.87	\$ 20.71
Three person crew (\$32.87 x 3)	\$	98.61	\$ 62.12

Fire Truck Expenses		FY17
Maintenance	\$	24,000
Fuel		14,500
Total Truck Expenses	\$	38,500

		EMR Calls vs Fire	63%
		1294	816
Estimated number runs FY2016-2017			
Average cost per run for truck (constant)	\$	29.75	\$ 29.75
		Total	EMR
Total rate per run (\$98.61 crew, \$29.75 truck)	\$	128.36	\$ 91.00

Total Estimated EMR Reimbursement FY17 \$ 74,256

Parties: City of Glenpool & Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma

Third Party Beneficiary: Glenpool Area Emergency Medical Service District (GEMS)

Property: Emergency Medical (Ambulance) Service Facility at 14522 S. Broadway, Glenpool, OK 74033

LEASE AGREEMENT

Basic Agreement Provisions:

PREMISES:	Commercial Site and Building in use as Emergency Medical (Ambulance) Service Facility, located at 14522 S. Broadway, Glenpool, OK 74033
OWNER/ LESSOR:	City of Glenpool 12205 S. Yukon Avenue Glenpool, OK 74033
OCCUPANT/LESSEE:	Centurion Health Systems, Inc., d/b/a Mercy Regional Of Oklahoma 9106 N. Garnett Rd PO Box 2398 Owasso, OK 74055
THIRD PARTY BENEFICIARY:	Glenpool Area Emergency Medical Service District 12205 S. Yukon Avenue Glenpool, OK 74033
ADDRESS OF FACILITY:	14522 S. Broadway Glenpool, OK 74033
EFFECTIVE DATE:	Date that Agreement is executed by the duly authorized officers of the City of Glenpool and Mercy Regional EMS
COMMENCEMENT DATE:	Date that Lessee begins occupancy under the terms and conditions of this Agreement, notwithstanding any prior occupancy permitted the Lessee by the Lessor. For Rental Payment purposes, the Commencement Date is deemed to be June 1, 2016.
TERMINATION DATE:	June 30, 2021, or such other date as may be coterminous with Section 1.05 of the Current EMS Agreement, as the same may be amended.
TERM OF OCCUPANCY:	Commencement of Occupancy through Termination Date
RENEWAL/EXTENSION TERMS:	Lessor and Lessee shall have the option to renew this Agreement upon the expiration of the current Term, and

any subsequent term, as more particularly set out in this Agreement.

RENTAL PAYMENT: \$1,200.00 per month throughout the Term of this Agreement, payable by no later than the 5th day of each month, and such other consideration as is set forth in this Agreement.

ADDITIONAL OBLIGATIONS: Lessee shall pay all utilities supplied to or used or consumed on the Premises by any user of the Premises during the Term of this Agreement; all insurance premiums of every kind affecting the Premises; and all operating and maintenance costs pertaining to the Premises except as otherwise set forth in Articles 3 and 46 of this Agreement.

PERMITTED USE: Emergency Medical (Ambulance) Service pursuant to Ambulance Service Agreement by and among the City Of Glenpool, Mercy Regional of Oklahoma and the Glenpool Area Emergency Medical Service District, effective March 22, 2016.

ACCESS TO PREMISES: Lessee shall have unencumbered access to Premises and privileges attendant thereto immediately, as of the Commencement Date. Access shall be available to Lessee's officers, agents and employees for all purposes consistent with this Agreement and the Ambulance Service Agreement, as defined herein.

IMPROVEMENTS: Lessee shall construct and/or install all improvements to the Premises consistent with and necessary for use of the Premises for its intended use. Any permanent fixtures or alteration of the Premises shall be in accordance with terms, plans, and specifications pre-approved by Lessor and at Lessee's sole cost as specified in this Agreement.

SIGNS: Subject to Lessor's prior written approval and so far as consistent with the Sign Code of the City of Glenpool, Lessee may, at its sole cost and expense, place one or more sign(s) on the exterior of the Premises.

In the event of any conflict between the terms and conditions of these Basic Agreement Provisions and the following Supplemental Agreement Provisions, the terms and conditions of these Basic Agreement Provisions shall control.

LEASE AGREEMENT

Supplemental Agreement Provisions

This Lease Agreement (“**Lease**” or “**Agreement**”) made and entered into as of the date executed by the City of Glenpool (the “**Effective Date**”) by and among the CITY OF GLENPOOL, OKLAHOMA (“**CITY**” or “**Lessor**”) and CENTURION HEALTH SYSTEMS, INC., d/b/a MERCY REGIONAL OF OKLAHOMA (“**MERCY**” or “**Lessee**”), together the “**Parties**,” and for the benefit of the Glenpool Area Emergency Medical Service District (“**GEMS**”).

WHEREAS, GEMS is a duly created and operating emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and by Title 63 (Public Health and Safety), Article 25 (Oklahoma Emergency Response Systems Development Act), Section 1-2515 (Authority to Regulate and Control Ambulance Service Transports) of the Oklahoma Statutes, and was created by vote of the qualified voters of the Glenpool Public School District, which is coterminous with the GEMS District boundaries (“**GEMS Service Area**”), on February 22, 1983; and

WHEREAS, CITY, GEMS and MERCY have entered into a certain Ambulance Service Agreement, effective as of March 22, 2016, (the “**Current EMS Agreement**”), attached hereto and incorporated herein as **Exhibit A** in accordance with which MERCY will provide emergency and non-emergency medical services and qualified medical personnel to residents of the GEMS Service Area; and

WHEREAS, a contingency of the Current EMS Agreement is that the City shall lease certain real property and the improvements thereon to MERCY for use as its EMS ambulance facility, which property is described as “All of Lots Five (5) and Six (6), Block Two (2), GLENPOOL TOWN SITE, NOW CITY OF GLENPOOL, Tulsa County, State of Oklahoma, according to the recorded plat thereof” and also known as the EMS/Firehouse Facility located at 14522 S. Broadway, Glenpool, Oklahoma 74033 (the “**Premises**”).

NOW THEREFORE, for and in consideration of such premises and the terms, covenants and conditions as are herein set forth, the Parties hereby mutually agree as follows:

ARTICLE 1

PREMISES

1.1 Occupancy. Subject to the terms and conditions set forth in this Agreement and in consideration of the mutual covenants herein contained, CITY, in its capacity as Lessor, does hereby lease unto MERCY, in its capacity as Lessee, and MERCY does hereby lease from CITY, the Premises as defined in this Agreement Provisions and as shown on the attached **Exhibit B**.

1.2 Lessor's Reserved Rights. Except to the extent expressly limited herein, CITY reserves full rights to control the Premises (which rights may be exercised without subjecting CITY to claims for constructive eviction, abatement of rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Agreement by CITY:

To enter upon and within the Premises at reasonable hours for reasonable purposes, including inspection of the Premises and monitoring compliance of MERCY with the terms and conditions of the Current EMS Agreement.

In connection with entering the Premises, CITY shall provide reasonable advance notice to MERCY and take reasonable steps to minimize any interference with MERCY's operations.

ARTICLE 2

TERM OF AGREEMENT

2.1 Term. MERCY shall have and hold the Premises for the Term specified in the Basic Agreement Provisions, unless this Agreement is sooner terminated for cause or upon termination of the Current EMS Agreement.

2.2 Renewal Options. CITY and MERCY agree that they shall have the option to renew this Agreement upon the expiration of the current Term and any subsequent term, *provided that* termination of the Current EMS Agreement for any reason stated therein, or otherwise, shall result in the simultaneous termination of this Agreement. Renewal may be for such term and contain such other provisions and conditions as the Parties negotiate prior to the Expiration Date, *provided that* no renewal term shall exceed the term of any renewal of the Current EMS Agreement as provided therein. This Agreement may be renewed for additional five-year terms, *provided that* either party notifies the other at least 90 days prior to the Expiration Date of its intent to renew either of this Agreement or the Current EMS Agreement. Renewal shall be memorialized by the issuance of a subsequent agreement in substantially the form of this Agreement.

2.3 Termination. This Agreement may be canceled by either party with thirty (30) days' notice for any reason or no reason and, in any case, shall terminate simultaneously with termination of the Current EMS Agreement, or any renewal thereof, for any reason. Each party shall further have the right to terminate this Agreement immediately upon the occurrence of any material breach by the other (breaching) party. Materiality shall include any breach that presents a serious risk of injury, mistreatment or death of a patient or presents a substantial likelihood of serious impairment to the rights and powers of the non-breaching party.

ARTICLE 3

RENT

3.1 Base Rent During of Term of Agreement. Lessee shall pay Rent monthly to the name and address specified as the Notice recipient for the CITY identified in Article 18.2. At Lessee's sole discretion, Rent may be paid annually in advance. Rent shall be payable from the Commencement Date through the Term of this Agreement. In the event of a fractional month of occupancy of the Premises, Rent shall be prorated. The parties acknowledge and agree that the Rental Amount shall be a fixed annual amount to be denominated a "Partner Rate" which gives recognition and consideration to the fact that the relationship of the parties has been one of mutual benefit and cooperation since before the Effective Date of this Lease. Such Partner Rate shall be established as follows:

- (a) Base Rent as of Commencement Date: \$1,200 per month, payable monthly or annually at Lessee's sole discretion throughout the Term of this Agreement.
- (b) Notwithstanding the foregoing provision, nothing in this Section 43.1 or elsewhere in this Agreement shall be construed to prevent the parties from negotiating such periodic adjustments to the Rent as reflect the current needs and status of the parties and their relationship each to the other, *provided that* there shall be no increase in rent except as agreed to by both parties.

~~4.2 Triple Net Agreement. It is specifically understood and agreed by MERCY that this Agreement is what is commonly designated as a Triple Net Agreement. It is the express intent of CITY and MERCY that all rent and other payments payable during the Term of this Agreement, and not directly attributable to CITY, as set out in Section 4.3 or Article 7 below, shall be absolutely net to CITY and that each and every item of expense of every kind and nature whatsoever for the payment of which CITY is, shall or may be or become liable by reason of CITY's estate or interest in the Premises (including the improvements now or hereafter placed on the Premises) or by reason of any rights or interests of CITY in or under this Agreement or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Premises or any portion thereof, shall be borne by MERCY and CITY shall be held harmless therefrom. Such~~

3.2 Additional Obligations. Additional expenses for which MERCY is solely responsible include ~~but are not limited to~~: (i) water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by MERCY on the Premises or supplied to it; and (ii) insurance, routine maintenance and upkeep of interior and exterior, including the building, landscaping, roof, HVAC and structure, as more particularly set out in Article 4. Should MERCY default in the timely payment of any such obligations beyond applicable notice and/or cure periods, CITY shall have the same remedies as are available to CITY in the event of a default under the Current EMS Agreement. Timely shall mean within the time stated as due on any statement, bill or invoice for any of the foregoing obligations.

~~4.3 Limitation of Liability of MERCY. Provided however, that MERCY shall not be responsible for~~

- ~~(a) Expenses that are subject to reimbursement by insurance carriers or other third parties;~~
- ~~(b) Costs incurred as a result of any improvements to the Premises which shall become permanently affixed to the Premises and shall therefore inure to the benefit of CITY;~~
- ~~(c) Costs incurred as a result of CITY's order or authorization of expenses with respect to CITY's interest and estate in the Premises, the object of which expenses results in no benefit to MERCY;~~
- ~~(d) Violation by CITY of any laws, regulations or ordinances or breach of any agreements; and~~
- ~~(e) The cost of such maintenance items as are undertaken by the City in accordance with Article 7 below.~~

ARTICLE 4

MAINTENANCE AND REPAIR OF PREMISES

4.1 Maintenance and Repair of the Premises.

MERCY agrees, throughout the Term of this Agreement, at MERCY's sole cost, risk and expense:

- (a) To take appropriate and reasonable care of the Premises, including, but not limited to (i) custodial care and replacement of stock or other depleted non-durable items, as generally understood in commercial lease terms; (ii) sightly and sanitary upkeep of the building, furniture and fixtures; and (iii) repair or replacement of appliances, machinery, equipment and personal property, whether belonging to MERCY or the CITY;
- (b) Except as otherwise set forth in Sections 4.1(e) and 4.3, MERCY shall undertake the repair and maintenance of the Premises, including but not limited to (i) landscaping; (ii) the building frontage and exterior and interior portions of all doors and windows; (iii) all plumbing and sewage facilities serving the Premises (including assuring the free flow of the sanitary sewer line from the building on the Premises to the main line serving the Premises, which main line is solely the responsibility of the CITY); (iv) interior walls, floors and ceilings; and (v) all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances and similar personal property, as needed to keep the Premises in reasonable and appropriate operating order and condition;
- (c) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business thereon (and shall ensure that all signage complies with the City of Glenpool Zoning Code, Sign Code);

- (d) MERCY shall keep all sidewalk, parking, driveway and common areas in a clean and orderly condition and at all times, free from accumulation of dirt and rubbish. MERCY shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officer, fire marshal, building inspector or other governmental official;
- (e) MERCY shall be responsible for non-routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all appliances, equipment, fixtures and capital improvements owned or installed by CITY, at MERCY's expense, up to a maximum cost of \$1,500 per occurrence. Such non-routine maintenance and repair items as exceed the per occurrence cost of \$1,500 shall, to the extent of such excess, be undertaken by CITY, provided that MERCY shall provide CITY such documentation of the initial \$1,500 cost and the necessity of exceeding that cost as CITY may reasonably request; and
- (f) CITY makes no representation as to the operational capacity of, and assumes no liability for any claim resulting from deficiency in such operating capacity or for the maintenance of, the on-site electrical generator.

4.2 CITY Upkeep. CITY shall, at CITY's expense and upon such schedule as CITY determines in its sole discretion, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Premises, as well as the quality and condition reasonably expected of the building for its intended use. CITY shall further, at CITY's sole expense, be responsible for repair and maintenance costs resulting from a repair or maintenance that is determined by CITY to be a design or construction defect unless such repair or maintenance is necessitated by actions or inactions of MERCY.

4.3 Limitation of Liability of MERCY.

MERCY shall not be responsible for:

- (a) Expenses that are subject to reimbursement by insurance carriers or other third parties;
- (b) Costs incurred as a result of any improvements to the Premises which shall become permanently affixed to the Premises and shall therefore inure to the benefit of CITY;
- (c) Costs incurred as a result of CITY's order or authorization of expenses with respect to CITY's interest and estate in the Premises, the object of which expenses results in no benefit to MERCY;
- (d) Violation by CITY of any laws, regulations or ordinances or breach of any agreements; and

ARTICLE 5

USE OF PREMISES

5.1 Use of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Agreement Provisions and in the Current EMS Agreement at **Exhibit A**.

5.2 Compliance with Applicable Law. MERCY shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to medical facility hygiene, the handling, storage, use and disposal of medical waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any hazardous substance, toxic material or waste. MERCY shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises, including particularly but without limitation medical waste. MERCY shall in all respects comply with the requirements of the Oklahoma Solid Waste Management Act at Title 27A §§ 2-10-101, *et seq.*

ARTICLE 7

MAINTENANCE AND REPAIR OF PREMISES

~~7.1 Maintenance and Repair of the Premises.~~

~~MERCY agrees, throughout the Term of this Agreement, at MERCY's sole cost, risk and expense:~~

- ~~(a) To take appropriate and reasonable care of the Premises, including, without limitation, custodial care and replacement of stock items as generally understood in commercial lease terms, and sightly and sanitary upkeep of the building and other improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property belonging to MERCY or the CITY therein;~~
- ~~(b) Except as otherwise set forth in Sections 7.1(d) and 7.2, maintain the condition, operation, repair and maintenance of the Premises and all parts and portions thereof, including but not limited to the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of the sanitary sewer line from the building on the Premises to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, as needed to keep the Premises in reasonable and appropriate order and condition;~~
- ~~(c) Promptly, at MERCY's sole cost and expense, to make all necessary repairs to the Premises and all parts thereof, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, except as otherwise provided in Sections 7.1(d) and 7.2. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary. All such repairs made by MERCY shall be at least equal in quality and class to the original construction of the building and related improvements. MERCY shall keep and~~

~~maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish. MERCY shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors or other governmental officials;~~

- ~~(d) Additional non routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all fixtures and capital improvements owned or installed by Lessor, shall be undertaken at the expense of the Lessee up to a maximum cost of \$1,000 per occurrence for all occurrences. Such non routine maintenance and repair items as exceed the per occurrence cost of \$1,000 shall, to the extent of such excess, be undertaken by Lessor, provided that Lessee shall provide Lessor such documentation of the initial \$1,000 cost and the necessity of exceeding that cost as Lessor may reasonably request;~~
- ~~(e) Lessor makes no representation as to operational capacity and assumes no liability for any claim resulting from deficiency in such operating capacity or for the maintenance of the on-site electrical generator; and~~
- ~~(f) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business thereon (and shall ensure that all signage complies with the City of Glenpool Zoning Code, Sign Code).~~

~~7.2 CITY Upkeep. CITY shall, at CITY's expense and upon such schedule as CITY determines in its sole discretion, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Premises, as well as the quality and condition reasonably expected of the building for its intended use. CITY shall further, at CITY's sole expense, be responsible for repair and maintenance costs resulting from a repair or maintenance that is determined by CITY to be a design or construction defect unless such repair or maintenance is necessitated by actions or inactions of MERCY.~~

ARTICLE 86

ALTERATION AND INSTALLATION OF TRADE FIXTURES

68.1 Alterations. MERCY may from time to time during the term of this Agreement or any subsequent lease agreement, but at MERCY's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in MERCY's opinion, be reasonably necessary or desirable for the conduct or improvement of MERCY's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of CITY. Relocation or removal of non-bearing walls or partitions shall not be deemed a material structural change requiring CITY's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of CITY or not, shall be:

- (a) Made at MERCY's sole cost, risk and expense and CITY shall be held harmless therefrom;
- (b) Made in a good and workmanlike manner;
- (c) Made in compliance with all applicable governmental laws, ordinances, regulations or other requirements;
- (d) Made free of any liens or rights of lien;
- (e) Made using materials of a quality at least equal to that of the original construction; and
- (f) Unless CITY elects otherwise in writing at the time it approves the alteration or improvement, become CITY's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Agreement unless superseded by the intended subsequent lease agreement all without reimbursement to MERCY for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the building and related improvements constituting a part of the Premises as such value existed immediately before such change or alteration nor shall the same materially reduce the gross cubic volume of floor area of the building or impair the structural strength thereof nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by CITY or CITY's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by MERCY to undertake any such change, addition or alteration shall be the sole agent of MERCY and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of CITY or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by MERCY, with or without the consent of CITY, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of MERCY, its agents, employees, contractors or subcontractors shall be discharged of record by MERCY within ten (10) days thereafter at MERCY's sole cost and expense and CITY held harmless therefrom.

86.2 Trade Fixtures. MERCY shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which MERCY in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by MERCY on the Premises may be removed by it from time to time during the Term of this Agreement or any subsequent lease agreement, and upon the expiration of this Agreement or such subsequent lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by MERCY at its sole

cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by MERCY, usual wear and tear excepted, and further provided, that at the time of any such removal MERCY is not then in default in the terms and conditions of this Agreement beyond applicable notice and/or cure periods.

ARTICLE ~~97~~

SIGNS

~~97~~.1 Erection and Maintenance of Signs. MERCY shall have the right to erect, place and maintain on the Premises at its sole cost, risk and expense any sign or signs designating the name and type of business being conducted on the Premises by MERCY subject to the submission to and approval in writing by CITY of detailed plans for each such sign including the method of attachment of any building sign. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by MERCY at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of MERCY (which shall be at its sole cost, risk and expense), MERCY shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

~~97~~.2 Removal of Signs. MERCY at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Agreement or any subsequent lease agreement regardless of how such termination occurs. Installations, modifications, repairs and removal of signs bearing, MERCY's name and logo shall be made by MERCY in such manner as to avoid injury, defacement or overloading of the building and any damages caused by such installation, modification, repair or removal of such signs belonging to MERCY shall be promptly repaired by MERCY at its sole cost and expense.

ARTICLE ~~98~~

ASSIGNMENT AND SUBLETTING

~~68~~.1 Assignment or Subletting. Except as otherwise permitted by a separate writing executed by CITY, MERCY shall not:

- (a) Assign or in any other manner transfer this Agreement or any estate or interest therein;
- (b) Permit any assignment of this Agreement 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; or

- (d) Permit the use of the Premises by any parties other than MERCY, its agents and employees, without the prior written consent of CITY, which consent shall not be unreasonably withheld or delayed.

If MERCY requests CITY's consent to an assignment of this Agreement or to a subletting of Premises, MERCY shall give CITY at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, CITY may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event CITY does give its consent to an assignment of this Agreement or a subletting of the Premises, MERCY shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of CITY, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE ~~109~~

TAXES AND ASSESSMENTS

~~109~~.1 Impositions. CITY is a tax exempt entity and, as such, no taxes or other impositions related to the Premises shall be due or payable from MERCY.

~~109~~.2. MERCY's Fixtures. Each calendar year MERCY shall identify all of its fixtures and equipment with applicable taxing authorities and shall pay taxes assessed thereon prior to delinquency. MERCY's taxes shall include all general and special taxes, including ad valorem taxes, assessments for local improvements and other governmental charges that are imposed upon fixtures and equipment of any type and all personal property in the Premises, and all license fees imposed upon the business of MERCY conducted within the Premises. MERCY may, with CITY's consent, which consent shall not be unreasonably withheld, contest payment of such taxes to the extent permitted by the laws of the State of Oklahoma so long as the validity or amount thereof is contested in good faith and so long as such does not create a lien on the Premises. Prior to delinquency, MERCY shall deliver to CITY copies of paid tax receipts or other proof satisfactory to CITY evidencing the payment of all such taxes or proof as such are being contested in the manner set forth above.

ARTICLE ~~101~~

INSURANCE AND INDEMNIFICATION

~~140~~.1 Casualty Insurance. MERCY agrees, at MERCY's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Agreement and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the

Building and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. MERCY specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. MERCY shall endorse its insurance policies to name CITY as additional insured.

140.2 Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Primary Term of this Agreement and any renewals and extensions thereof, to maintain for the mutual benefit of CITY and MERCY, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by MERCY, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. MERCY shall endorse its insurance policies to name CITY as an additional insured. The general public liability insurance policy to be maintained by MERCY may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by MERCY.

140.3 Workers' Compensation and Employer's Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain statutory Worker's Compensation Insurance to the extent required by the Administrative Workers' Compensation Act at Title 85A of the Oklahoma Statutes, and Employer's Liability Insurance limits covering Bodily Injury by Accident - \$500,000.00 each accident; Bodily Injury by Disease - \$500,000.00 policy limit; Bodily Injury by Disease - \$500,000.00 each employee. The Workers' Compensation Insurance and Employer's Liability Insurance to be maintained by MERCY may provide for a deductible or self-insured retention to the extent customarily provided for on insurance maintained by MERCY. If MERCY has documentation that indicates that it is exempt from Administrative Workers' Compensation Act liability insurance and has attached said documentation to this Agreement document.

140.4 Business Automobile Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain business automobile liability insurance on a standard form approved by the Oklahoma Department of Insurance, written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

140.5 Professional Liability Insurance. MERCY agrees, at its sole cost and expense, throughout the Term of this Agreement and any subsequent lease agreement, to maintain Professional Liability Insurance with policy limits of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate.

140.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility

duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon execution of this Agreement, CITY and MERCY shall each deliver to the other certificates duly issued by the respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will provide prior written notice of at least thirty (30) days' notice in the event of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each of CITY and MERCY reflecting thereon that all premiums therefor have been fully and timely paid.

140.7 Conditions of Policies. The general liability insurance required to be maintained by MERCY hereunder shall designate CITY as an additional insured as its respective interests may appear and may be carried under blanket policies maintained by MERCY if such policies comply with the provisions of this Article 104. The fire and extended coverage policy to be maintained by CITY hereunder may provide for such deductible as is customarily provided for insurance maintained by CITY with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall:

- (a) Contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 112 below;
- (b) Provide for the benefit of CITY, MERCY and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and
- (c) Shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not.

All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of CITY or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

140.8 Adjustment of Losses. Any loss under any fire and extended coverage policy or policies provided for in this Article 104 shall be adjusted with the insurance company or companies by CITY and MERCY and the loss as so adjusted shall be paid to CITY and deposited and held by CITY in a special trust account for use as provided by the terms of Article 121 below.

140.9 Indemnification of CITY. MERCY hereby agrees fully to indemnify and defend CITY and save CITY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or

damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by MERCY of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of MERCY, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of CITY or CITY's agents, invitees or employees.

CITY shall indemnify MERCY and save MERCY harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with CITY's acts or omissions, or the acts or omissions of CITY's employees, invitees, agents, or contractors, on or about the Premises.

~~110~~.10 MERCY's Insurance on Its Property. MERCY shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. MERCY assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of CITY or CITY's agents.

~~110~~.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Agreement shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured Party.

ARTICLE ~~11~~2

Damage or Destruction of Building and Related Improvements

~~112~~.1 Repair or Replacement of Building and Related Improvements. In the event that the building or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, MERCY covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of MERCY or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, MERCY agrees:

- (a) No such work shall be undertaken until MERCY shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof;
- (b) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance

with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, CITY, upon written request from MERCY, shall furnish MERCY with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and

- (c) If any materialman's or mechanic's or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by CITY within thirty (30) days after the filing thereof by payment or bonding as required by law.

121.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by CITY/MERCY or its mortgagee on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by CITY/MERCY and used by CITY/MERCY from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

121.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article ~~112~~, if, within one (1) year prior to the expiration of the Term of this Agreement or during any subsequent lease agreement, the building shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the floor area of the building untenable, and provided that at the time of such destruction or damage MERCY shall not be in default hereunder beyond any applicable notice and/or cure periods, MERCY shall have the option of:

- (a) Causing CITY to restore, repair, replace, rebuild or alter the building and related improvements as, provided, MERCY advises CITY in writing of its intent to exercise its option to renew the Agreement; or
- (b) Of terminating this Agreement, PROVIDED, MERCY shall, within ninety (90) days after such destruction or damage, give CITY notice as of the date, to be specified in said notice, which date shall not be less than ten (10) days from the date of said notice, that MERCY elects to terminate this Agreement or any subsequent lease agreement. In the event of such termination, CITY shall not be required to restore, repair, replace, rebuild or alter the building and related improvements or to pay the cost thereof.

If MERCY does not elect to cause CITY to restore the building and related improvements but instead to terminate this Agreement or any subsequent lease agreement, MERCY will nevertheless be obligated upon such termination to assist CITY in recovery of the proceeds of CITY's insurance covering the building and improvements. MERCY's right to terminate this Agreement as in this Section provided shall be subject to the condition that MERCY pay all rents

and all other financial obligations payable by MERCY hereunder up to the date specified in the notice of termination given by MERCY to CITY, such payment to be made simultaneous with the giving of such notice of termination.

121.4 Release of MERCY's Obligations. Except as otherwise specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Agreement or to relieve or discharge MERCY from its liability to pay all Rents and financial obligations payable under the terms of this Agreement or to relieve MERCY from any of its other obligations hereunder and MERCY waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Agreement or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of MERCY, except to the extent CITY shall have received insurance proceeds for such Rent or as expressly provided in this Agreement.

ARTICLE 123

Subordination; Non Disturbance

132.1 Subordination to Mortgage; Non-disturbance of MERCY. CITY hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Agreement and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by CITY upon the Premises or any part thereof. MERCY agrees to execute and deliver any other or further instrument which may be reasonably required by CITY or any mortgagee of CITY in confirmation of such subordination promptly upon CITY's request. Provided, CITY will arrange with the holder of any such mortgage for a written agreement that, if by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by MERCY or disaffirm this Agreement or MERCY's rights or estate hereunder so long as MERCY is not in default in any material respect in its covenants, agreements and obligations contained in this Agreement beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of MERCY herein are timely and fully performed strictly in accordance with the terms and conditions of this Agreement.

132.2 Attornment by MERCY. MERCY shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as MERCY's lessor under this Agreement, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 143

Estoppel Certificate

143.1 Execution and Delivery of Estoppel Certificate. MERCY agrees that, throughout the Term of this Agreement or any subsequent lease agreement, within fifteen (15) days of request by CITY or a mortgagee of CITY or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Agreement is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by MERCY or the certificate shall so state); ~~and~~
- (b) Copies of the Agreement and any modifications have been provided to MERCY; ~~and~~
- (c) MERCY has accepted possession and now conducts business in the Premises; ~~and~~
- (d) All conditions of the Agreement to be performed by CITY prerequisite to the full effectiveness of the Agreement have been satisfied; ~~and~~
- (e) That MERCY has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Agreement as of the date of such certificate;
- (f) That MERCY has no knowledge of any default by MERCY or CITY in the terms of this Agreement (unless such a default exists in which case the same shall be detailed in such certificate); and
- (g) Such other and further reasonable information as CITY or a mortgagee of CITY or a prospective purchaser of the Premises may specifically request of MERCY.

It is specifically understood and agreed by MERCY that after delivery of such certificate by it, MERCY will be estopped from asserting any claim or defense known to MERCY prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 154

CITY and CITY's Mortgagee's Right to Perform MERCY's Covenants

154.1 Right to Perform MERCY's Covenants. MERCY agrees that, if it shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of MERCY agreed by it herein to be made or performed, then CITY or any mortgagee of CITY may, but shall not be obligated to do so, and without further notice to or

demand upon MERCY and without waiving or releasing MERCY from any obligations of MERCY contained in this Agreement and without waiver of any other remedy or right granted CITY by the terms of this Agreement:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by MERCY and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on MERCY's part to be made or performed as in this Agreement provided.

All sums so paid by CITY or CITY's mortgagee and all costs and expenses incurred by CITY or CITY's mortgagee in performing or causing to be performed acts on MERCY's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by CITY or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per annum from the date of making such expenditure by CITY or its mortgagee, at the option of CITY or its mortgagee, shall be payable by MERCY to CITY or to CITY's mortgagee, whichever is applicable, as additional rent hereunder and shall be due and payable on demand, and MERCY agrees to pay any such sum or sums with interest as aforesaid. CITY shall have, in addition to any other right or remedy of CITY granted by law, the same rights and remedies in the event of nonpayment of any such additional rent by MERCY as in the case of default by MERCY in the payment of rent payable under the terms hereof. Neither CITY nor CITY's mortgagee shall be required to inquire into the correctness of the amount or validity of any obligation or lien which may be paid by CITY or its mortgagee hereunder and shall have full authority in CITY's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 165

Default of MERCY

165.1 Events of Default. The following events shall be deemed to be Events of Default by MERCY under this Agreement:

- (a) MERCY shall fail to pay when due any rents or installments or MERCY shall fail to comply with any term, provision or covenant of this Agreement other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to MERCY, or, having so commenced to correct such failure, neglects and fails to prosecute such correction continuously with due diligence to completion; or
- (b) MERCY shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of MERCY or of all or substantially all of its assets or

- (c) MERCY shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due; or
- (d) MERCY shall make a general assignment for the benefit of its creditors; or
- (e) MERCY shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or
- (f) MERCY shall file an answer admitting the material allegations of a petition filed against MERCY in any bankruptcy, reorganization or insolvency proceedings; or
- (g) If a levy under execution or attachment shall be made against MERCY or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy; or
- (i) If an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating MERCY a bankrupt or insolvent, or approving a petition seeking reorganization of MERCY or appointing a receiver, trustee or liquidator of MERCY, or of all or substantially all of its assets, and such order, judgment or decree shall continue un-stayed and in effect for any period of sixty (60) or more consecutive days.

165.2 Remedies of CITY. Upon the occurrence of any of the aforesaid Events of Default, CITY shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Agreement, in which event MERCY shall immediately surrender the Premises to CITY and, if MERCY fails to do so, CITY may, without prejudice to any other remedy which CITY may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof; and MERCY agrees to pay to CITY on demand the amount of all loss and damage which CITY may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remodeling or redecorating of the Building forming a part of the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which CITY may suffer by reason of such termination or
- (b) Without terminating this Agreement, enter upon and take possession of the Premises and expel or remove MERCY and any other person who may be occupying the Premises or any part thereof and re-let the Premises and receive the rent therefor; and MERCY agrees to pay to CITY on demand any deficiency that may arise by reason of such re-letting together with all costs and expenses incurred by CITY in real estate commissions, remodeling or renovation of the Premises or otherwise; or

- (c) Without terminating this Agreement, enter upon the Premises and do whatever MERCY is obligated to do under the terms of this Agreement, and MERCY agrees to reimburse CITY immediately on demand for any expenses which CITY may incur in thus effecting compliance with MERCY's obligations under this Agreement, together with interest thereon as in this Agreement provided and MERCY further agrees that CITY shall not be liable for any damages resulting to MERCY from such action, whether caused by the negligence of CITY, or CITY's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to CITY hereunder or of any of the damages accruing to CITY by reason of the violation of any of the terms, provisions and covenants herein contained. CITY shall take reasonable steps to mitigate CITY's damages. Failure or delay by CITY to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

156.3 Remedies Cumulative. The specific remedies to which CITY may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which CITY may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. The failure of CITY to enforce in any one or more cases the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by CITY of rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Agreement provided, CITY shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by MERCY of any of the covenants, conditions or provisions of this Agreement or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, MERCY hereby waives the defense that CITY has a speedy or adequate remedy at law.

165.4 Attorney Fees. If on account of any breach or default by MERCY in its obligations under the terms and conditions of this Agreement, it shall be reasonably necessary or prudent for CITY to employ an attorney to enforce or defend any of CITY's rights or remedies hereunder, MERCY agrees to pay any reasonable attorney's fees incurred by CITY in such connection. Likewise, MERCY agrees to pay all costs, charges and expenses which may be incurred by CITY in the enforcement of MERCY's obligations hereunder or in pursuit of any remedies granted CITY herein or by law.

ARTICLE 176

Default of CITY

176.1 Events of Default. If CITY shall fail to perform any term or provision under this Agreement required to be performed by CITY, CITY shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by MERCY; provided, if the nature of CITY's failure is such that more than thirty (30) days are reasonably required in order to cure, CITY shall not be in default if CITY commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for CITY to cure shall be extended for any period of time during which CITY is delayed in, or prevented from, curing due to fire or other casualty, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by MERCY or other Persons, and other causes beyond CITY's reasonable control.

176.2 Limitation of Damages. MERCY agrees to look solely to CITY's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against CITY. Neither CITY nor any member, owner, officer or director of CITY shall ever be personally liable to MERCY for the payment of any monetary judgment of MERCY or any costs or attorney's fees thereon. This provision does not limit any right that MERCY might otherwise have to obtain injunctive or other relief so long as such relief would not require CITY to respond in monetary damages from assets other than CITY's interest in the Premises. In no event shall CITY or any agent, officer or employee of CITY be liable to MERCY for any indirect, special or consequential damages.

ARTICLE 187

Miscellaneous Provisions

187.1 Holding Over. If MERCY remains in possession of the Premises or any portion thereof after the expiration of this Agreement, and without the execution of a new lease agreement, it shall be deemed to be occupying the Premises as a tenant from month to month but subject to all of the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month to month tenancy, save and except that, during such holdover period, monthly rent installments shall be in an amount equal to one hundred fifty percent (150%) of the monthly rent installment payable for the last calendar month of the Term of this Agreement, and save and except that MERCY shall not be entitled to any renewal rights which may be contained in this Agreement or any subsequent lease agreement. The foregoing provision shall not serve as permission for MERCY to hold-over nor serve to extend this Agreement.

187.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either Party to another and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either:

- (a) Personally delivered to the intended recipient(s) at the addresses specified below;
- (b) Sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient(s) at the address specified below; or
- (c) Deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient(s) at the address specified below.

Notices shall be deemed effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 187.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular Party whose address is to be changed):

LESSOR: City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033

LESSEE: Centurion Health Systems, Inc., d/b/a Mercy Regional of
Oklahoma
Attn: Director
9106 N. Garnett Rd
PO Box 2398
Owasso, OK 74055

187.3 Applicable Law. This Agreement shall be governed by and enforced and construed under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by the Parties hereto and not by any one party to the exclusion of the other Parties hereto.

187.4 Recording – Memorandum of Agreement. This Agreement shall not be recorded but, at the request of either CITY or MERCY, the other party shall execute, acknowledge before a notary public and deliver a memorandum of lease that may be recorded.

187.5 Insufficient Payment or Delay in Payment of Rent or Other Financial Obligations. No payment by MERCY or receipt by CITY of a lesser amount than the rent or other financial obligations herein agreed to be paid by MERCY shall be deemed to be other than on account of the earliest rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or other form of payment by MERCY to CITY shall be deemed an accord and satisfaction and CITY may accept such check or other form of payment without prejudice to CITY's right to recover the balance of such rent or other financial obligation or pursue any other remedy in this Agreement or by law provided.

187.6 Quiet Enjoyment. Upon payment by MERCY of all rents payable hereunder and observance and performance of all its covenants and agreements herein contained, MERCY shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by CITY or any person or entity claiming by, through or under CITY subject, nevertheless, to the terms and conditions of this Agreement.

187.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by each and both parties of each and every term, covenant and condition of this Agreement.

187.8 Entirety. This Agreement constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Agreement supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

187.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless such waiver is in writing duly executed and dated by the Party or Parties sought to be charged therewith.

187.10 Duplicate Originals. Any fully executed copy of this Agreement shall be deemed for all purposes as a duplicate original.

187.11 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

187.12 Partial Invalidity. If any provision(s) of this Agreement or the application thereof to any Party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any Party to this Agreement.

187.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

187.14 Approval or Consent. Except as provided otherwise in this Agreement, in any event in which CITY or MERCY is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

187.15 Representations and Warranties.

- (a) CITY represents and warrants that:
 - (i) CITY holds fee simple title to the Premises;
 - (ii) CITY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of CITY has the power and authority to sign this Agreement on behalf of CITY. No consent of any third party is required in order for CITY to enter into this Agreement and perform CITY's obligations hereunder;
 - (iii) Neither the execution nor delivery of this Agreement by CITY nor the performance by it pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which CITY is a party;
 - (iv) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises for the purposes permitted by this Agreement; and
 - (v) There are no underlying or superior leases with respect to the Premises.
- (b) MERCY represents and warrants that:
 - (i) MERCY has the authority to enter into this Agreement and the officer signing this Agreement on behalf of MERCY has the power and authority to sign this Agreement on behalf of MERCY. No consent of any third party is required in order for MERCY to enter into this Agreement and perform MERCY's obligations hereunder;
 - (ii) Neither the execution nor delivery of this Agreement by MERCY nor the performance by in pursuant to this Agreement of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which MERCY is a party; and
 - (iii) There are no actions or proceedings pending or to MERCY's knowledge, threatened against MERCY which may in any manner whatsoever affect the validity or enforceability of this Agreement.

***[Signatures on Following Page
Remainder of this Page Intentionally Blank]***