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 20, 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 – Jason Yarbrough, First Baptist Church

D) Pledge of Allegiance – Timothy Lee Fox, Mayor

E) Chamber of Commerce Report for May – T.A. Hollis, Chairman

F) Legislative Update – Lowell Peterson, City Attorney

G) iCompass Agenda Management Demo – Susan White, City Clerk

H) City Manager Report – Roger Kolman, City Manager

I) Mayor Report – Timothy Lee Fox, Mayor

J) Council Comments

K) Public Comments

L) Recognition of Employee of the Month -- Timothy Lee Fox, Mayor

M) Scheduled Business

1) Discussion and possible action to approve minutes from May 31, and June 6, 2016 meetings.

2) Discussion and possible action to affirm, reverse or reverse with conditions the decision of the Planning Commission to deny (by tie vote on June 13, 2016) the application for Site Plan submitted by STV Energy Services, Inc., for a proposed Sunoco Glenpool Butane Blending Facility on 10.71 acres that is located in approximately 1,100 feet north of the northeast corner of 131st Street South and US Hwy 75 and is within the Industrial Medium (IM) zoning district, allowing the proposed use as a matter of right.

(Rick Malone, City Planner)

3) Discussion and possible action to adopt Resolution No. 16-06-04, A Resolution Stating The City

Council's Concurrence With, And Endorsement Of, The Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials Of The City Of Glenpool, As Adopted By Resolution No. 13-05-01, Dated May 13, 2013, (The "Code Of Ethics") And Directing That All Boards And Commissions Of The City Of Glenpool Shall Review And Endorse The Code Of Ethics, Provided That Such Boards And Commission May Offer Recommendations For Update Of The Code Of Ethics Which The City Council Shall Consider, All As Required By Section 20 Thereof.
(Lowell Peterson, City Attorney)

4) Discussion and possible action on Corporate Resolution No. 16-06-05 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated as of December 1, 2010."
(Julie Casteen, Finance Director)

5) Discussion and possible action on Corporate Resolution No. 16-06-06 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Julie Casteen, Finance Director)

6) Discussion and possible action to approve a Master Service Agreement And Addendum Thereto, Stating The Scope Of Work And Fee Schedule, Between The City Of Glenpool/GUSA And SpringPoint Technologies, LLC, to provide managed information technology services as provided therein.
(Julie Casteen, Finance Director)

7) Discussion and possible action to approve Engagement Letter from Arledge & Associates, P.C. to conduct the annual financial and compliance audit for Fiscal Year Ending June 30, 2016 in an amount not to exceed $22,500.
(Julie Casteen, Finance Director)

8) Discussion and possible action to enter into a Judicial Services Agreement between the City of Glenpool and George M. Miles, PC, for professional services as judge of the Glenpool Municipal Court for FY 2016-2017.
(Roger Kolman, City Manager)

9) Discussion and possible action to approve Agreement for Administration Of The Sales And Use Tax Ordinances Of The City And An Agreement To Engage In Compliance Activities By The City Of Glenpool.
(Susan White, City Clerk)

10) 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 1 describing certain real property in the City of Glenpool to which the final

Agreement applies and incorporating Exhibit 1 into such Agreement; and (c)Authorizing the Mayor to execute said Agreement.
(Lowell Peterson, City Attorney)

11) Discussion and possible action to enter into Executive Session for the purpose of discussing negotiation of a collective bargaining agreement with employees of the Glenpool Police Department and representatives of their bargaining unit, pursuant to Title 25, § 307(B)(3) of the Oklahoma Statutes (Open Meeting Act).
(Roger Kolman, City Manager)

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

13) Discussion and possible action to approve an Agreement Between The City Of Glenpool, Oklahoma, A Municipal Corporation And The Fraternal Order Of Police, Lodge 133, Fiscal Year 2017.
(Roger Kolman, City Manager)

M) Adjournment

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

Signed:_________________________________
Deputy City Clerk

Glenpool Chamber of Commerce
Monthly Executive Report for May 2016

Member Statistics		*Contacts made:*		
	Actual New Members	In Person	Phone	Email
Potential Membership	3	6	15	25
New Members Chick-fil-A, Kids Against Hunger, Inspire Arts				

	Actual Current Membership	In Person	Phone	Email
Current Membership	214	10	20	30
Drop:				

Luncheon Attendance: Actual Attendance- Jan- 62, Feb-47, March- 67, April-97, May 72,

Contacts made:	*In Person*	*Phone*	*Email*
Economic Development			

Multiple phone calls/casual visits with business prospects for relocation or expansion in Glenpool
Business retention and expansion visits with city manager -

Contacts made:	*Ribbon Cuttings*	*In Person*	*Phone*	*Email*
Community Marketing-Events				

City Council Meeting – 5/2/16
Black Gold Days Meeting-5/5/16
Ambassador Meeting-5/6/16
Planning Commission Meeting- 5/9/16
Chamber Luncheon-5/11/16, Organized & Attended- Exec Asst- Kim Webb
Food Sponsor-Chick-fil-A
Speaker Marshall & Sherry Horn (Kids Against Hunger, Dru Tate, 2016 Black Gold Days Volunteer Sign ups, Teresa Brown, Chamber 101
Preparing for 2016 Black Gold Days June 16-19 -Website, Sponsorships, Food Vendors, Craft Vendors, Entertainment, Exec Asst-Kim Webb
Council Meeting-5/16/19
Board Meeting 5/18/16
***All of the Chamber Board & myself extremely busy with preparations for our 38th Annual Black Gold Days, June 16th-19th along with daily operations ***
BGD- Meetings- May 5th, May 19th, June 2nd, June 9th, June 14th @ Noon @ Glenpool Conference Center

What we've been up to:

See above Community Marketing-Events for more information

MINUTES
GLENPOOL CITY COUNCIL
WORKSHOP
May 31, 2016

The Special Joint Workshop of the Glenpool City Council and Glenpool Planning Commission was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Vice Mayor Momodou Ceesay; Mayor Tim Fox; Councilor Patricia Agee; and Councilor Brandon Kearns.
Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Rick Malone, City Planner; and Lynn Burrow, Community Development Director.

Also present were: Andrew Parker, Whistler's Automotive and BJ Demonde, Simple Simon's.

A) Mayor Fox called the Workshop to order at 6:45.

B) City Clerk White called the roll and Mayor Fox declared a quorum present.
Mayor Fox declared that the record should show the Planning Commission did not have a quorum represented.

C) Scheduled Discussion.

1) **Discussion concerning possible amendments to 11-12-21; Use Unit 21, Signs; Glenpool Zoning Code.**
Rick Malone, City Planner presented a detailed report concerning current Glenpool sign code regulations including a comparison to sign code regulations in other Tulsa area cities. Councilors discussed possible amendments to the code and heard suggestions from Glenpool business owners Andrew Parker with Whistler's Auto, and B.J. Demonde, with Simple Simon's.

D) The Workshop was adjourned at 8:00 p.m.

____
Date

____
Mayor

ATTEST:

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City Clerk

MINUTES
CITY COUNCIL MEETING
June 6, 2016

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

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

A) Mayor Fox called the meeting to order at 6:30 p.m.

B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.

C) Fr. Sam Gordin offered the Invocation.

D) Mayor Fox acknowledged the members of the VFW in attendance and declared to move the Pledge of Allegiance to Item J, requesting the representation of the VFW to lead the audience in the Pledge.

E) Glenpool Conference Center Report – Lea Ann Reed

- Roger Kolman, City Manager offered the Conference Center Report. He reported Conference Center hosted twenty-nine events in May, a few of which were multi-day events. The Conference Center revenue collected during this fiscal year is $323,874.00.

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

- Lynn Burrow offered an update on the water tower project currently underway. The construction is predicted to be completed by the end of the month. Mr. Burrow also updated the City Council on the progress of various private and public construction projects throughout the city; provided an update on the number of residential and commercial building permits issued in May, as well as activities in the Planning, Building, and Code Enforcement Departments.

G) Treasurers Report – Julie Casteen, Finance Director

- Mrs. Casteen presented a comprehensive report for April revenues and expenditures in all Funds.

H) City Manager Report – Roger Kolman, City Manager

- Mr. Kolman is hopeful that the contacts made at ICSC were fruitful. Interests from vendors were greater this year largely due to the recent U.S. Census Bureau report identifying Glenpool as the fastest growing city in Oklahoma. He announced that the City's economic development consultants will give a briefing from the Conference to the Council in July.

- Mr. Kolman reminded the Council that Black Gold Days is scheduled for June 16-19 and the Chamber welcomes volunteers to assist during the event.

I) Mayor Report – Timothy Fox, Mayor

- Mayor Fox echoed the need for volunteers at Black Gold Days. He heralded the event as a great opportunity to get out and mix with the community and hear some good entertainment.
- Mayor Fox observed many summer activities advertised on Facebook for the local shaved ice businesses and asked everyone to support their efforts.

J) Council Comments

- None.

K) Flag Day Presentation by Bardon-Humphries VFW Post 1327 – Brandon Kearns, Councilor

- Mayor Fox recognized the members of the VFW Post 1327 and thanked them for their service to our country and community. He credited the idea to invite the local VFW Post to Councilor Kearns. Councilor Kearns acknowledged that Flag Day is June 14. The approaching holiday prompted him to seek a local organization to lead in the Pledge of Allegiance. He shared his appreciation to all Veterans and particularly to the men in attendance. A representative from the VFW described the duties of the organization and invited all interested veterans to join the local Post. Following the brief presentation, they led the Council and audience in the Pledge of Allegiance. (Photo attached)

L) Public Comments

- None

M) Scheduled Business

1) **Discussion and possible action to approve minutes from April 28, May 5, and May 16, 2016 meetings.**
   MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns 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 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.**
   Mr. Rick Malone, City Planner identified the property as generally located at 121st Street and U.S. 75. He advised the Council that the Planning Commission approved the zoning change during a recent meeting. He affirmed that the change conforms to the Glenpool 2030 Comprehensive Plan and current zoning patterns. The subject property includes most of Phillips Corner, specifically 25.091 acres.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve Ordinance No. 722 as presented.
FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay
AGAINST: None
Motion carried.

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 Development Director provided photos and reported on the condition of a walkway bridge in Black Gold Park. The bridge was seriously undermined by flooding earlier in the year. Park crews have placed a barrier to discourage use until the bridge is replaced.
MOTION: Councilor Kearns moved, second by councilor Agee to enter into a construction agreement with S & J Construction Specialist in an amount not to exceed $17,882.00 and authorize fund transfer as designated.
FOR: Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

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).**
Mr. Kolman presented the Agreement pointing out a minor change to the reimbursement rate from $90 per EMS run to $91 per EMS run, as demonstrated in Exhibit A. The cost ratio was modified to reflect the increased emergency medical runs by fire personnel.
MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to enter into the Operational Agreement as presented.
FOR: Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee
AGAINST: None
Motion carried.

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
Mayor Fox opened the hearing at 7:19.
b) Presentation of Staff Report - Lowell Peterson, City Attorney; Stephanie Rammohan, Code Enforcement Officer
Mr. Peterson corrected a scrivener's error concerning the address of the Mobile Home Park, noting 11717 S. Union should be 17117 S. Union, and submitted a corrected Exhibit B. He identified a number of public nuisance violations at the site. He pointed out that each of the units which are being considered for condemnation is currently vacant.
Mr. Peterson described the statutory steps for condemnation. Councilors solicited various comments from Mr. Peterson to clarify the process, and potential consequences if the condemnation is ordered.
c) Facilitate public comments - Timothy Fox, Mayor
No public comments were offered.
d) Close public hearing - Timothy Fox, Mayor
Mayor Fox closed the hearing at 7:29.

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.**
Mr. Peterson recommended Council adopt Resolution No. 16-06-01 to declare a public nuisance and order the City of Glenpool to commence condemnation proceedings.
MOTION: Councilor Kearns moved, second by Councilor Agee to adopt Resolution No. 16-06-01as presented.
FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns
AGAINST: None
Motion carried.

7) **Discussion and possible action to ratify amendments to Mercy Regional Lease Agreement for real property located at 14522 S. Broadway, Glenpool.**
Mr. Peterson stated that the Agreement was approved by both parties May 16; however Mercy Regional requested a few minor amendments to clarify the language with respect to responsibilities of maintenance and repair. The majority of the burden of maintaining the property will be on the lessee.
MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to ratify amendments to Agreement as presented.
FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay
AGAINST: None
Motion carried.

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 recommended Council approval of the application with Community Care for employee health insurance, effective July 1, 2016. She reported that Aetna quoted a nineteen percent increase while Community Care presented the lowest and best cost, offering only a three percent increase over current year premiums.
MOTION: Vice-Mayor Ceesay moved, second by Councilor Agee to approve the application for employee health insurance with Community Care for FY 2016-2017; and authorize the City Manager to execute the agreement.
FOR: Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

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 stated that the WC renewal represents a four percent increase over current year. She advised that the renewal expense has been appropriated in the proposed 2017 Budget.
MOTION: Vice-Mayor Ceesay moved, second by Councilor Kearns to approve the Workers Compensation Plan renewal as presented.
FOR: Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee
AGAINST: None
Motion carried.

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."**

Mr. Kolman advised the City Council that the contract is essentially the same as the contract entered into three years ago. The cost has not changed over the current year contract. He recommended Council consideration to adopt the Resolution and continue the contract. He further stated that an interesting development has occurred concerning the renewal of the program. The City received conflicting letters from Oklahoma Department of Corrections regarding the program availability for the next year. A notice from ODOC arrived late today which stated the program was being discontinued for Glenpool. Staff hasn't had an opportunity to verify the information with ODOC. Mr. Kolman recommended approval of the contract and stated staff will substantiate the status of the contract in the morning.

MOTION: Councilor Kearns moved, second by Councilor Agee to approve Resolution No. 16-06-02 as presented.

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

AGAINST: None

Motion carried.

N) Adjournment.

- Meeting was adjourned at 7:55 p.m.

____
Date

____
Mayor

ATTEST:

____
City Clerk


City Of
Glenp

MEMORANDUM

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION **APPEAL OF A DECISION BY THE PLANNING COMMISSION FOR** SITE PLAN **APPROVAL** FOR "**SUNOCO GLENPOOL BUTANE BLENDING FACILITY**"

DATE: **JUNE 20, 2016**

BACKGROUND:

Scott Richey with STV Energy Services, Inc representing Sonoco have submitted a Site Plan for a 10.71 acre tract that is located approximately 1,100 feet north of the NE/corner of 131st street and US 75.

ZONING:

This site is zoned IM Industrial Medium Density and the use is consistent with the underlying zoning and Comprehensive Plan and surrounding uses.

TAC MEETING **3/25/16**:

- The TAC meeting reviewed the plan for conformance with the requirements and were determined to be in general compliance however, there were some revisions required and the applicant was given the redlines from and the staff received the changes and are satisfied that this Site Plan meets the guidelines for approval.

PLANNING COMMISON

- **5/9/16**: The Planning Commission meeting reviewed the Site Plan for conformance with the requirements and were determined to be in general compliance however, there were some unresolved issues with the mineral rights owners and the Planning Commission voted 3-0 to continue this case to 6/13/16 in order to give the land owner and mineral rights owner time to work out their issues.

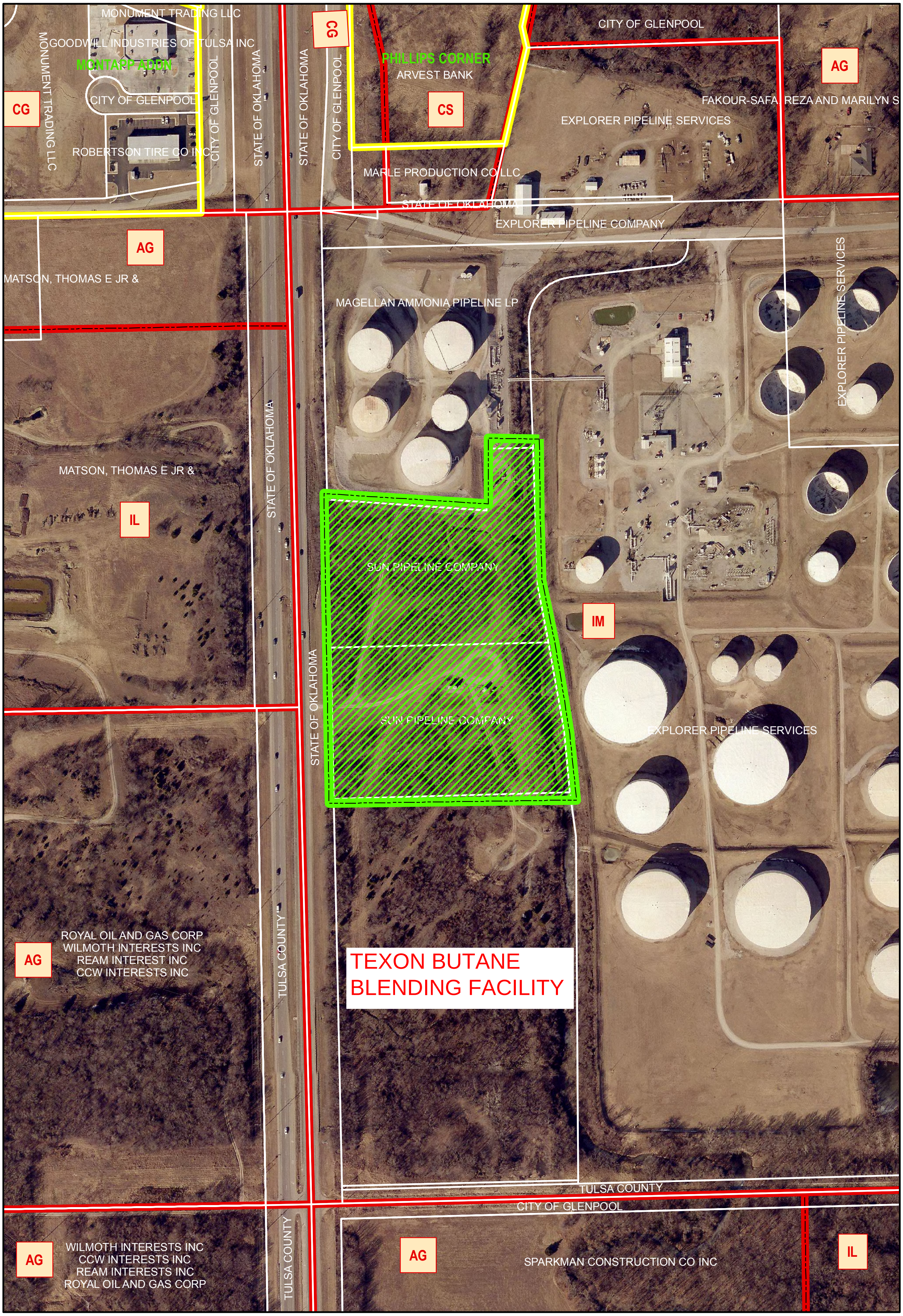
- **6/13/16:** The Planning Commission listened to the applicant, the applicants attorney and interested parties and the Planning Commission vote ended in a tie of 2-2, and the applicants are appealing this decision to the City Council.

RECOMMENDATION:

Staff has reviewed the Site Plan for Sunoco and they exceed the requirements for approval**,** therefore **STAFF RECOMENDS APPROVAL OF THE** SITE PLAN **FOR** "S**U**NOCO GLENPOOL **BUTANE BLENDING** TERMINAL**"**

ATTACHMENTS:

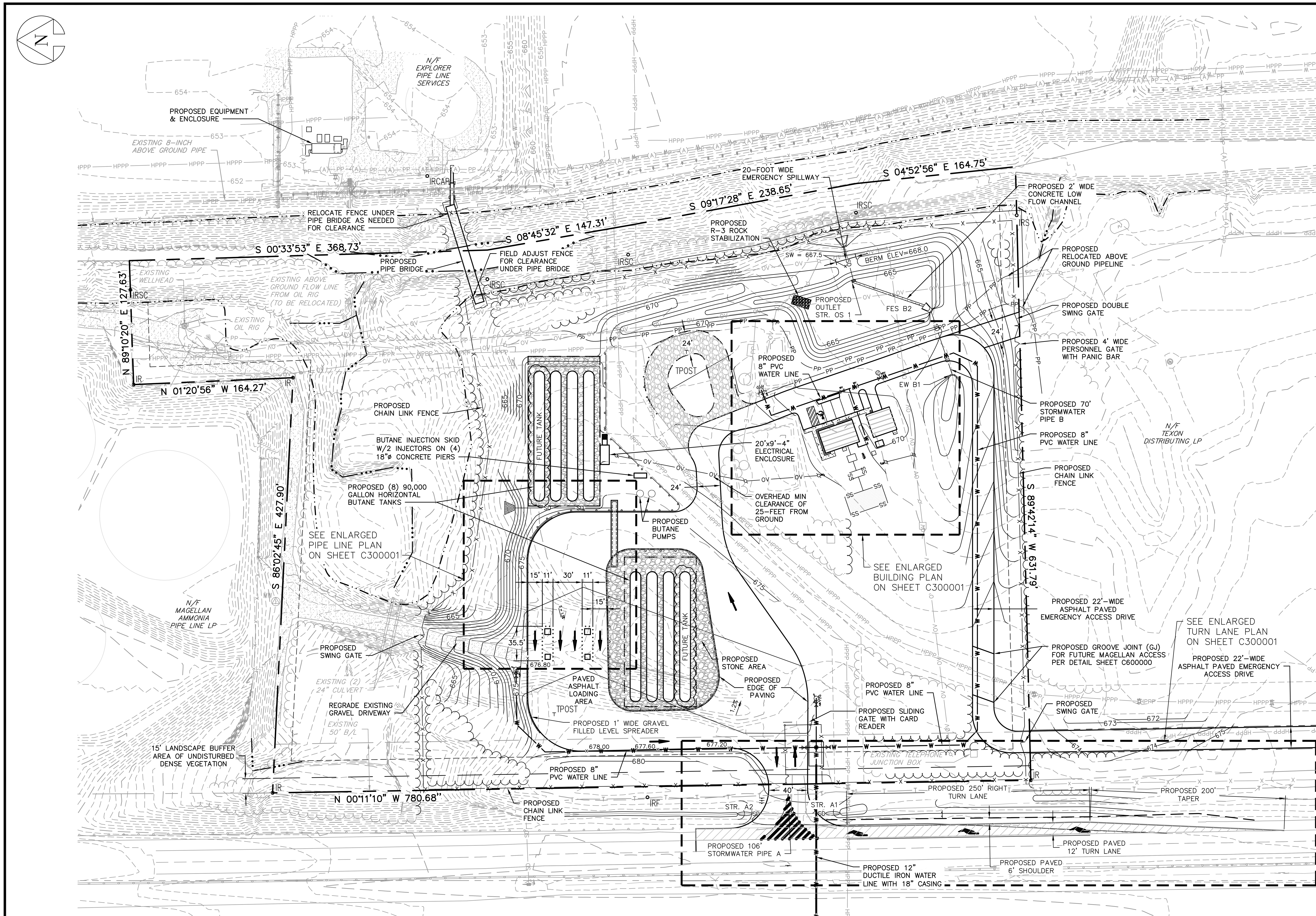
1. 11" X 17" SITE PLAN of **"**SUNOCO GLENPOOL BUTANE BLENDING FACILITY**"**.

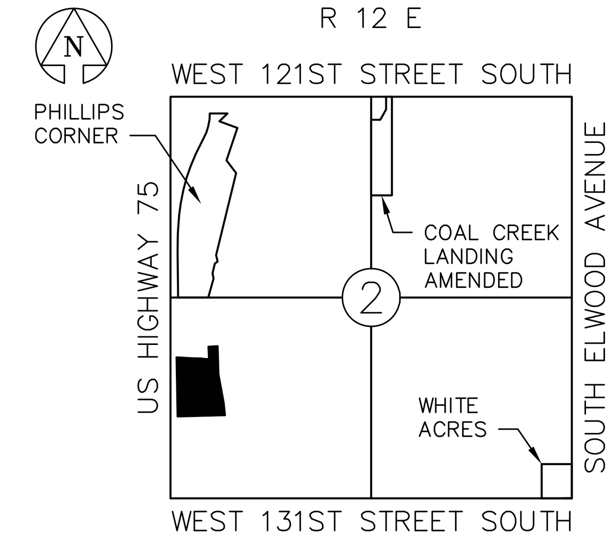


1 inch = 350 feet

Conditional Final Plat

SUNOCO LOGISTICS-GLENPOOL BUTANE BLENDING FACILITY





LOCATION MAP
SCALE: 1"=2,000'

NOTES:

1. APPLICANT:
SUN PIPE LINE COMPANY
ATTN: TAX DEPT 1010 CENTER CO.
1801 MARKET ST.
PHILADELPHIA, PA 19103-1628
CONTACT: SCOTT RITCHEY
PHONE: 1 (215) 266-1516

2. BOUNDARY, TOPOGRAPHIC INFORMATION, AND RIGHT-OF-WAY EASEMENTS WERE TAKEN FROM A PRELIMINARY PLAN TITLED "BOUNDARY SURVEY OF GLENPOOL STATION IN THE SE/4 OF SECTION 2, T17N - R12E TULSA COUNTY, OKLAHOMA" PREPARED FOR SUNOCO PIPE LINE, LP BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA, DATED 08/31/12.

3. CONTROL POINT:
JW-224 OF SW/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 12 EAST (363126.960 N, 2556117.563 E)
ELEVATION = 709.877
OKLAHOMA STATE PLANE COORDINATE SYSTEM, 3501-OKLAHOMA NORTH
HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

4. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE OKLAHOMA ONE CALL SYSTEM, INC. SHALL BE NOTIFIED AT 1-800-522-OKIE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

5. THE FLOODPLAIN SHOWN HEREON VARIES BETWEEN CONTOUR 659 AND 661 BASED ON THE FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA; PANEL NO. 407 OF 530; MAP NO. 40143C0407L; MAP REVISED OCTOBER 16, 2012.

6. EXISTING PIPE LINE LOCATIONS ARE APPROXIMATE AND WILL BE VERIFIED PRIOR TO CONSTRUCTION.

7. REAL PROPERTY CONVEYANCE DATED MARCH 27TH, 1973, BETWEEN EXPLORER PIPE LINE COMPANY, GRANTOR, TO SUN PIPE LINE COMPANY, GRANTEE. EXCEPTING AND RESERVING UNTO EXPLORER PIPE LINE COMPANY ALL OF THE OIL, GAS, AND OTHER MINERALS THAT MAY BE PRODUCED, AS WELL AS A RIGHT-OF-WAY AND EASEMENT ON, OVER, UNDER, THROUGH, AND ACROSS THE DESCRIBED PROPERTY AS RECORDED IN SAID DEED. RECORDED ON MARCH 27TH, 1973, IN BOOK 4068 PAGE 165 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

8. PIPE LINE EASEMENT DATED MARCH 9TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE, RECORDED MARCH 10TH, 1998, IN BOOK 6025 PAGE 0749 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

9. UNDERGROUND ELECTRICAL CONDUIT SYSTEM RIGHT-OF-WAY AND EASEMENT DATED JULY 27TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE, RECORDED JULY 27TH, 1998, IN BOOK 6091 PAGE 2649 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

10. ELECTRICAL EASEMENT DATED JUNE 8TH, 1998 BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND OKLAHOMA GAS AND ELECTRIC COMPANY, GRANTEE, RECORDED JUNE 8TH, 1998, IN BOOK 6066 PAGE 0998 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

11. SUBDIVISION CONSISTS OF ONE (1) LOT ON NE (1) BLOCK.

12. GROSS SUBDIVISION AREA: 10.70 ACRES (466,145.09 S.F.)

13. THE OUT LIMITS OF THE FULLY URBANIZED 100-YEAR EVENT (1 PERCENT PER YEAR) FLOODPLAIN ARE FULLY CONTAINED WITHIN THE DRAINAGE EASEMENTS AND/OR RESERVE AREAS AS SHOWN HEREIN.

14. THE NOTTI GATHERING PIPELINE WAS ABANDONED AND CAPPED. PIPELINE WILL BE REMOVED AS REQUIRED.

15. NO DISTURBANCE IS PROPOSED WITHIN THE 100-YEAR FLOODPLAIN.

16. A WETLAND SCIENTIST CONFIRMED THERE ARE NO WETLANDS PRESENT ON THE SITE.

17. THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) SHALL BE NOTIFIED A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF ANY WORK TO BE PERFORMED ALONG HIGHWAY ROUTE 75.

18. CONTRACTOR/OWNER TO SUPPLY CRIBBING FOR TRUCKS CROSSING OVER ALL ABOVE GROUND PIPELINES.

19. ALL EXCAVATION UNDER EXISTING AND FUTURE PAVEMENT SHALL BE BACKFILLED WITH SAND.

20. ALL WATERLINES EXPOSED DURING CONSTRUCTION SHALL BE BACKFILLED WITH SAND.

21. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR AT LEAST THIRTY (30) DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF MORE THAN FIVE (5%) PERCENT. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL AND MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO NINETY-FIVE (95%) PERCENT OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

22. POLYVINYL CHLORIDE (PVC) PIPES SHALL CONFORM TO ASTM D-3034, ASTM F-679, AND ASTM F-789; AND ASTM F-89-49 FOR PROFILE WALL PIPE. REGARDLESS OF SIZE OPEN PROFILE WALL PIPE WILL BE ALLOWED ONLY ON SECTIONS OF PIPE WHERE THERE ARE NO APPARENT SERVICE CONNECTIONS.

23. SPECIAL SANITARY SEWER PIPE SHALL BE REQUIRED TO SATISFY MINIMUM HORIZONTAL AND VERTICAL CLEARANCE REQUIREMENTS FROM WATERLINES, WELLS AND PETROLEUM STORAGE TANKS, AS ESTABLISHED BY THE OKLAHOMA STATE DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).

24. SPECIAL SANITARY SEWER PIPE SHALL BE EITHER PVC OR DUCTILE IRON PIPE (DIP). SPECIAL PVC PIPE SHALL CONFORM TO ASTM D-2241 AND SDR 32.5 FOR SIZES FOUR (4") INCHES TO THIRTY-SIX (36") INCHES, OR AWWA C-900 AND AWWA C-905; WITH A MINIMUM DR RATING OF EIGHTEEN (18) FOR PIPE SIZES FOUR (4") INCHES TO TWELVE (12") INCHES AND A MINIMUM DR RATING OF 32.5 FOR PIPE SIZES GREATER THAN TWELVE (12") INCHES. DIP PIPES SHALL MEET THE REQUIREMENTS SPECIFIED BELOW.

REV.	DATE	APP#	DESCRIPTION	APPROVAL
1	04/08/16		REVISED PER CITY COMMENTS DATED 04/01/2016	STV
0	03/22/16		ISSUED FOR CONSTRUCTION	STV

GRAPHIC SCALES
1"=50' 50' 0 50' 100'

STV
Baltimore, MD Bismarck, ND Denver, CO Douglassville, PA Houston, TX Pittsburgh, PA Williamsport, PA

THE LOCATION OF FACILITY SUBSURFACE STRUCTURES, EQUIPMENT, UTILITIES OR PIPING MAY NOT BE SHOWN HEREON. IF SHOWN, LOCATION MUST BE CONSIDERED AS APPROXIMATE ONLY. FOLLOW REQUIRED ONE-CALL OR FACILITY PROCEDURES PRIOR TO EXCAVATING OR PROBING TO DETERMINE ACTUAL CONDITIONS.

STV PROJECT No.: 38-17225

LICENSED PROFESSIONAL ENGINEER
GERALD DONNELLY
25469
OKLAHOMA
Gerald Donnelly 04/08/16
GERALD DONNELLY
No. 25469

ENGINEERING RECORD	
DRAWN BY	JLS
CHECKED BY	JDA
APPROVED BY	RJL
DATE	08/12/15
SCALE	AS NOTED

OLD DRAWING NO.

Sunoco Partners Marketing and Terminals L.P.

GLENPOOL TERMINAL
GLENPOOL BUTANE BLENDING FACILITY
GRADING & UTILITIES PLAN

CITY OF GLENPOOL   TULSA COUNTY, OKLAHOMA

DWG. NO. T_GLNP_C300000   REV. NO. 0

I:\Projects\38172253817225_000190_CAD Models and Sheets\04_C_Civil\38-17225-C-3.dwg, 4/8/2016 10:20:53 AM, schleslm, 1:1

RESOLUTION NO. 16-06-04

ANNUAL CITY COUNCIL RESOLUTION OF ENDORSEMENT

RESTATED CODE OF ETHICS AND POLICY STATEMENT FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, Section 20 of the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials, "Implementation," requires members of the City Council, sitting as Councilors and as members of the Board of Trustees for the City's various public trust authorities, to indicate by signature their individual endorsement of said Code of Ethics.

It is therefore resolved by the City Council that:

1. Each member, in their respective capacities identified below, shall sign the following endorsement below affirming that they have had the opportunity to review the foregoing Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool, as required annually, and they reaffirm that they have read, understand and agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

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

__________________________________ ______________________________

Hon. Timothy Lee Fox, Mayor — Date
Chair of the Glenpool Utility Service Authority,
Glenpool Industrial Authority and the Glenpool
Cemetery Trust

__________________________________ ______________________________

Hon. Momodou Ceesay, Vice-Mayor — Date
Vice-Chair of the Glenpool Utility Service Authority,
Glenpool Industrial Authority and the Glenpool
Cemetery Trust

Councilor Brandon Kearns Date
Member of the Glenpool Utility Service Authority,
Glenpool Industrial Authority and the Glenpool
Cemetery Trust

Councilor Trish Agee Date
Member of the Glenpool Utility Service Authority,
Glenpool Industrial Authority and the Glenpool
Cemetery Trust

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

Hon. Richard Watts Date
Chair of the Glenpool Planning Commission and the,
Glenpool Board of Adjustment

Hon. Joyce Calvert Date
Vice-Chair of the Glenpool Planning Commission and the,
Glenpool Board of Adjustment

Shayne Buchanan Date
Member of the Glenpool Planning Commission and the,
Glenpool Board of Adjustment

Howard Nelson Date
Member of the Glenpool Planning Commission and the,
Glenpool Board of Adjustment

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES

From: Julie Casteen, Finance Director

Date: June 20, 2016

Subject: Annual Renewal of Revenue Bond Security Agreements, Regarding Bonds Issued December 2010 and January 2011

Background:

In connection with the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

Based on Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15, 2013; and July 7, 2014; and July 20, 2015. Notice of the renewal must be provided to the Bond Trustee, not later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City and GUSA adopt the attached Resolutions renewing the Security Agreements for FY 2016-2017.

Attachment:

- Proposed Joint Resolution No. 16-06-05, 2010 Bonds
- Proposed Joint Resolution No. 16-06-06, 2011 Bonds
- 2010 Security Agreement
- 2011 Security Agreement

JOINT RESOLUTION NO. 16-06-05 OF THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2010 A AND TAXABLE REFUNDING SERIES 2010 B, DATED AS OF DECEMBER 1, 2010

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt and taxable Utility Service Revenue Bonds dated as of December 1, 2010, in Series 2010 A and Series 2010 B, respectively, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary (the "City"); and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for the Glenpool Utility Services Authority, THAT:

§ 1. The City Council and the Board of Trustees for the Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2016, and concluding June 30, 2017. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Agreement, not later than July 31, 2015.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 20th day of June 2016.

FOR THE CITY OF GLENPOOL	**FOR THE GLENPOOL UTILITY SERVICES AUTHORITY**
______________________________	______________________________
Timothy Lee Fox, Mayor	Timothy Lee Fox, Chair

ATTEST: [MUNICIPAL SEAL]

______________________________	______________________________
Susan White, City Clerk	Susan White, Board Clerk

APPROVED AS TO FORM:

______________________________	______________________________
Lowell Peterson, City Attorney	Lowell Peterson, Board Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of December 2010, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its $29,575,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A and its $2,740,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2010B (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 as amended by the First Supplemental Bond Indenture, dated as of January 1, 2011, (collectively the "Indenture"), by and between the Authority and BOKF, N.A., d/b/a Bank of Oklahoma, formerly Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

THE GLENPOOL UTILITY SERVICES AUTHORITY

ATTEST:

Chairman

Secretary

(SEAL)

GLENPOOL UTILITY SERVICE AUTHORITY
SEAL
GLENPOOL, OKLAHOMA

CITY OF GLENPOOL, OKLAHOMA

ATTEST:

City Clerk

Mayor

(SEAL)

CITY OF GLENPOOL
OFFICIAL SEAL
TULSA COUNTY, OKLAHOMA

RESOLUTION NO. 16-06-06 OF THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2011, DATED AS OF JANUARY 1, 2011

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt Utility Service Revenue Bonds dated as of January 1, 2011, in Series 2011, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary (the "City"); and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma and the Board of Trustees for the Glenpool Utility Services Authority, THAT:

§ 1. The City Council shall and the Board of Trustees for the Glenpool Utility Services Authority hereby do exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2016, and concluding June 30, 2017. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Agreement, not later than July 31, 2015.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 20th day of June 2016.

FOR THE CITY OF GLENPOOL	**FOR THE GLENPOOL UTILITY SERVICES AUTHORITY**
______________________________	______________________________
Timothy Lee Fox, Mayor	Timothy Lee Fox, Chair

ATTEST: [MUNICIPAL SEAL]

______________________________________ ______________________________________

Susan White, City Clerk

Susan White, Board Clerk

APPROVED AS TO FORM:

______________________________________ ______________________________________

Lowell Peterson, City Attorney

Lowell Peterson, Board Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of January 2011, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its $7,315,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2011 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 (the "Indenture"), by and between the Authority and Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

THE GLENPOOL UTILITY SERVICES AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

GLENPOOL UTILITY SERVICE AUTHORITY SEAL GLENPOOL, OKLAHOMA

CITY OF GLENPOOL, OKLAHOMA

ATTEST:

City Clerk

(SEAL)

Mayor

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: Julie Casteen, Finance Director

Date: June 20, 2016

Subject: Master Service Agreement for Managed IT Services with SpringPoint Technologies, LLC

Background:

The City of Glenpool does not currently have experienced and qualified staff to maintain our IT infrastructure and provide end-user assistance, making it necessary to contract that work out.

As part of the annual contract review process, a Request for Proposals for Managed IT Support Services was issued in April. The City received six responses, which were reviewed and scored by a committee of three staff members. SpringPoint Technologies received the highest average rating for the six major rating factors, which included industry experience, pricing, understanding of services to be provided, experience of key personnel, presentation of proposal and results of reference checks.

The proposed services will be provided for $3,519/month which is included in the adopted budget for FY16-17 under Contract Services in the General Fund department, account 01-6-01-6235.

Staff Recommendation:

Staff recommends approval of the proposed Master Service Agreement and Addendum.

Attachments:

Master Service Agreement and Addendum

Managed Services

Master Service Agreement

SMS-COG.CMS-20160606-12.27

THIS MASTER SERVICE AGREEMENT IS BETWEEN:

SERVICE PROVIDER		CLIENT
SpringPoint Technologies, LLC 4755 E. 91st St., Suite 100 Tulsa, OK 74137 United States P 918-584-3300 F 918-630-5776	AND	City of Glenpool / GUSA 12205 S. Yukon Ave. Glenpool, OK 74033 United States 918.322.5409

This Master Service Agreement (Agreement) is entered into by SpringPoint Technologies, LLC, dba SpringPoint and City of Glenpool / GUSA (Client) (each of SpringPoint and Client a "Party," and together the "Parties") for services to be performed by SpringPoint for Client. This Agreement may be referred to as MSA No SMS-COG.CMS-20160606-12.27 by all attached Statements of Service.

1 Term and Termination of Agreement

1.1 This Agreement is effective upon the date signed by the latter of the Parties to sign. This Agreement shall remain in force for the duration of the term of any attached Statement of Service, unless either party gives the other sixty (60) days prior written notice of its intent to terminate this Agreement. In addition this Agreement may be terminated by Client upon sixty (60) days written notice if SpringPoint (a) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice (unless such breach cannot be cured, in which case Client may terminate the Agreement without a cure period), or (b) terminates or suspends its business operations; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or becomes insolvent or becomes subject to control by a trustee, receiver or similar authority. In addition this Agreement may be terminated by SpringPoint upon sixty (60) days written notice to Client if Client (a) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice (unless such breach cannot be cured, in which case SpringPoint may terminate the Agreement without a cure period), or (b) terminates or suspends its business operations; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or becomes insolvent or becomes subject to control by a trustee, receiver or similar authority, or (c) Client or its staff repeatedly verbally abuse technical (helpdesk) staff. If either party terminates this Agreement, SpringPoint will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay SpringPoint the actual costs of rendering such assistance. Termination of the Agreement shall be in addition to and not in lieu of any remedies available

2 Statements of Service; Fees and Payments; Taxes

2.1 Statements of Service shall describe in detail the services to be performed by SpringPoint, and this Agreement hereby incorporates all attached and subsequent Statements of Service (to the extent signed by both parties) that refer specifically to this Agreement by name and date of execution, or the MSA Number.

2.2 Specific or additional payment terms may be specified in each original and subsequent Statement of Service attached to this Agreement, subject to Client's signature attesting to approval before implemented by SpringPoint. Client will receive an invoice on a monthly basis, and it will become due and payable on the first day of each month. All services described in the attached Statements of Service will be suspended if payment is not received within 15 days following the due date.

2.3 It is understood that Client is a governmental entity and exempt from all federal, state and local taxation..

3 Coverage

Unless modified by a Statement of Service associated with this Agreement, all contracted services will be provided to Client by SpringPoint between the hours of 8:00 am and 5:00 pm Monday through Friday, Central Standard Time, excluding holidays observed by either of Client or SpringPoint. SpringPoint will make reasonable efforts to respond to emergency requests.

4 Nondisclosure

4.1 Confidential Information. During the term of this Agreement, each Party or its employees, consultants, or agents may be exposed to information that is proprietary or confidential to the other Party or its affiliates ("Confidential Information"). Any non-public information of any form obtained by either Party or its employees while performing this Agreement shall be deemed Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in confidence and not to disclose such information to any third parties or to use the information for purposes outside the scope of this Agreement. Each Party will advise its employees of their responsibilities under this Agreement. Confidential Information shall not include information that is (a) part of or becomes part of the public domain (other than by disclosure by the receiving Party in violation of this Agreement); (b) previously known to the receiving Party without an obligation of confidentiality; (c) independently developed by the receiving Party outside this Agreement; or (d) rightfully obtained by the receiving Party from third parties without an obligation of confidentiality. At the end of this Agreement, or earlier if requested by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information.

4.2 The Parties further agree to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. However, if the parties are required by subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement.

4.3 Remedies for Breach of Nondisclosure. The Confidential Information protected by this Agreement is of a special character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

5 Ownership of Work Product

5.1 General. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by SpringPoint during the course of performing the services shall belong exclusively to SpringPoint, and Client shall have no right or interest therein except as needed to realize the value of the Services provided hereunder, and except that Client shall have a fully paid, unrestricted, perpetual license to any ideas, concepts, techniques, processes or other work product provided by SpringPoint to Client in the course of performing under this Agreement. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by Client or third parties working with Client shall belong exclusively to Client or such third parties, as the case may be, and SpringPoint shall have no right or interest therein except as needed to deliver the services.

5.2 Managed Services Tools. Notwithstanding anything to the contrary in this Agreement, SpringPoint will retain all right, title and interest in and to all software tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of SpringPoint or are otherwise owned or licensed by SpringPoint. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require SpringPoint or Client to violate the proprietary rights of any third party in any software or otherwise.

6 Indemnity

6.1 Each of SpringPoint and Client, as "Indemnifying Party," shall indemnify, defend, and hold harmless the other, and the other's officers, directors, employees, and agents (each an "Indemnified Party") from and against all claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of or in connection with any actual or alleged (i) breach by the Indemnifying Party of this Agreement, (ii) infringement by the Indemnifying Party of any copyright, trade secret, patent, or other intellectual property right; or (iii) negligent or intentional act of the Indemnifying Party.

6.2 Procedures. All indemnification obligations under this Section 6 shall be subject to the following requirements: (a) the indemnified party shall provide the Indemnifying Party with prompt written notice of any claim; (b) the indemnified party shall permit the Indemnifying Party to assume and control the defense of any action upon the Indemnifying Party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the Indemnifying Party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the Indemnifying Party assumes the defense of any such claim, the Indemnifying Party is not liable for attorney's fees and costs incurred by the indemnified party.

7 Representation and Warranties

7.1 SpringPoint represents and warrants that it (a) has the right, power and authority to enter into the Agreement and to fully perform all of its obligations hereunder, (b) will use commercially reasonable efforts to provide all services required of it under the Agreement in accordance with prevailing industry standards and in a workmanlike and professional manner, and (c) owns or has acquired the requisite rights from third parties to the SpringPoint property.

7.2 SpringPoint does not manufacture hardware or commercial off- the-shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by SpringPoint is not covered under the terms of the manufacturer's warranty.

7.3 SpringPoint may provide equipment owned by SpringPoint and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Client shall each treat such equipment with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage not covered by the manufacturer's warranty only to the extent the damage was caused by Client's negligence or intentional act. If such loss or damage occurs and it is reasonably verified that Client or an agent of Client is at fault, Client will be invoiced the cost of repairs or the current replacement cost of the equipment if not reparable plus shipping and handling and related installation charges.

8 Disclaimer of Warranties; Limitation of Damages

8.1 THE EXPRESS, BUT LIMITED, WARRANTY IN SECTION 7 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING SPRINGPOINT SERVICES. SPRINGPOINT AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

8.2 SPRINGPOINT AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN SPRINGPOINT, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF SPRINGPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT HAS RELIED ON NO WARRANTIES EXCEPT THE LIMITED EXPRESS WARRANTY IN SECTION 7.

8.4 Client agrees that the total liability of SpringPoint and its affiliates and the sole remedy of Client and any end user for any claims regarding SpringPoint services is limited to the amount paid under this Agreement in the twelve (12) months prior to the time such cause of action arose. The existence of more than one claim shall not enlarge that limitation of liability.

8.5 Except as expressly provided in the Agreement, Client acknowledges that (a) SpringPoint is in no manner responsible for any action or inaction of any third party (with the exception of its agents and independent contractors); (b) SpringPoint has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) SpringPoint does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT SPRINGPOINT DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES (subject to the exception above), AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES.

9 Non Solicitation of Employees

During the term of the Agreement and for a period of twelve (12) months following the termination or expiration hereof, neither Party shall directly or indirectly solicit, recruit or encourage any of the other Party's employees to terminate their then-current employment for the purpose of becoming an employee of the first Party, provided that this provision shall not bar the employment by either Party of employees who choose to leave the employment of the other Party of their own volition without such solicitation, recruitment or encouragement by the hiring Party.

10 General Provisions

10.1 Equipment & Facilities. Client agrees that SpringPoint may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by SpringPoint. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that SpringPoint may be unable to perform their duties adequately and if such a situation should exist, SpringPoint will be held harmless for nonperformance of duties it otherwise would have performed.

10.2 Passwords. Client acknowledges that SpringPoint may need access to any and all systems and resources to perform their duties under this contract. As such, SpringPoint must have access to any and all passwords necessary to perform duties under this Agreement. SpringPoint will safeguard such passwords while in its possession using the same level of care it exercises when safeguarding its own passwords, but in no case less than due care.

10.3 Waiver. The failure or forbearance of SpringPoint or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by SpringPoint or Client of such right or claim or any other right or claim hereunder. The waiver by SpringPoint or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between SpringPoint and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both SpringPoint and Client.

10.5 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

10.6 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause that is beyond the reasonable control of such party.

10.7 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Oklahoma. Client agrees it is subject to personal jurisdiction of the courts in Tulsa County, Oklahoma, and any dispute arising out of this Agreement requiring adjudication by a court of law shall be filed and heard in the venue of Tulsa County, Oklahoma.

10.8 Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in the first paragraph of this Agreement, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

10.9 Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of SpringPoint whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

10.10 Arbitration Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties or in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

10.11 True Up. Client acknowledges that SpringPoint will annually access all systems and resources to perform a "True Up", a reconciliation of all devices supported, to determine if the original device count has increased or decreased which would warrant an adjustment to the monthly charge for the Client. Client further acknowledges that annual adjustments to licensing cost may be made to ensure compliance to licensing agreements.

Agreement and Acceptance

For The City of Glenpool:		For SpringPoint Technologies, LLC:	
Signature	Date	Signature	Date
Printed Name		Printed Name	
Title		Title	

Addendum
Master Service Agreement
(“Statement of Service”)

THIS ‘STATEMENT OF SERVICE,” (AS THAT TERM IS DEFINED IN THE MASTER SERVICE AGREEMENT) IS AN ADDENDUM TO THE MASTER SERVICE AGREEMENT (SMS-COG.MSA-20160606-12.27)

SERVICE PROVIDER		CLIENT
SpringPoint Technologies, LLC	AND	The City of Glenpool/GUSA
4755 E. 91st St., Suite 100		12205 S. Yukon Ave.
Tulsa, OK 74137		Glenpool, OK 74033
United States		United States
P 918-584-3300 F 918-630-5776		P 918.322.5409

This Addendum to the Master Service Agreement (“Agreement”) entered into by SpringPoint Technologies, LLC, dba “SpringPoint” and the City of Glenpool/GUSA (“Client”) (each of SpringPoint and Client a “Party,” and together the “Parties”) is a Statement of Services to be performed by SpringPoint for Client.

1. Scope of Work

The primary scope of work is to: (a) provide on-demand support and routine preventive maintenance service; (b) make recommendations for improving existing systems; and (c) provide technical support for future designs and purchases of equipment, software, and license agreements. SpringPoint shall provide a detailed written report within 45 days of commencement of the Agreement awarded in accordance with the RFP and by April 1st for each subsequent year of the Agreement, of an analysis of Client’s computer infrastructure and recommendations to improve Client’s entire computer network and recommendations for computer hardware, software and licenses agreements. Below is a detailed list of services to be provided to Client regarding IT support and services.

A. Initial Assessment

Inventory all computer hardware, software and peripheral IT devices, and equipment owned by Client. This analysis will ensure that all license agreements are current, evaluate equipment efficiency, life expectancy, capacity, speed, and current process and make recommendations for improving Client’s IT infrastructure system. A report on the initial assessment shall be submitted to Client within 45 days of accepting the Agreement and due annually by April 1 of each year of the Agreement to allow for purchases to be considered in Client’s annual budget process.

B. Desktop Applications Support

Perform basic support functions including installing desktops, laptops, network printers and standalone printers as well as tablets and other computer peripherals and office automated software. SpringPoint will diagnose and correct desktop application problems, configure all computers for standard applications, identify and correct end-user hardware problems and perform advanced troubleshooting. SpringPoint will update and maintain an inventory of all computer related hardware and software licenses, and make available to City staff upon request. SpringPoint shall, when requested or necessary, act as an intermediary between the end-user and Client’s ERP software provider to resolve support issues quickly and efficiently.

C. Server/Workstation Administration Services

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the Client’s computer network system (the “System”). Monitor server performance and maintain data backup; verify data integrity for server and desktops/laptops. Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation. SpringPoint shall be responsible for configuration management, including changes, upgrades, patches, management of user logins and password security; support software products relating to servers and workstations; provide timely response to repair and maintenance work for end-users.

D. Network Administration Services

Provide maintenance and support of network equipment, including switches, firewalls, wireless access points, routers and other networks devices. Provide installation and maintenance of printer drivers, scanners, network devices and any other computer peripherals and computer devices. Analyze routine configuration changes and install software patches and upgrades as well as minor cabling, if needed. Design alert notifications to designated Client personnel in the event of failure. Provide proactive monitoring of network equipment including bandwidth utilization, and other performance indicators.

E. Email

SpringPoint shall manage Client's email server (unless a cloud-based option is selected) and shall be responsible for adding, deleting or changing employee email accounts of Client employees and ensuring that each email account is working efficiently and effectively free of uninterrupted errors. An email account notification shall be established for reporting IT maintenance problems and support requests. This account will be directed to both SpringPoint and a Client designee, and will serve as a record log for all IT support calls. SpringPoint will be required to document to Client, the response times and outcomes for all calls for service through this email account or other acceptable tracking mechanism.

F. Security and Backup Efforts

SpringPoint shall ensure that all Client servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted incoming or outgoing web traffic that may result in an intrusion into the System. The System shall be designed to notify Client employees when System securities are breached and/or when System hardware is not operating optimally. SpringPoint shall perform security audits as requested and notify Client personnel immediately of a suspected breach of security or intrusion detection. A data backup plan shall be established to prevent loss of data and functionality. SpringPoint shall configure the Client's System to enable remote access in a secure environment and provide remote access administration as requested by designated Client personnel. The effectiveness of security and backup efforts is contingent upon the Client following approved recommendations which may include the purchase of additional hardware and software systems.

G. Strategic Planning

SpringPoint shall provide technical leadership for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrade, storage system upgrades, redesign of backup systems, etc.

H. Training

SpringPoint shall provide end-user training in basic internet security and safe computing practices. Training shall be held semi-annually at Glenpool City Hall/Conference Center and one alternate facility location on a rotating basis. SpringPoint seminars are for information purposes only and are not to be construed as a replacement for formal or accredited training. SpringPoint makes no warranties to the efficacy of the seminars on individual computing practices and behavior.

I. On-Demand Response

SpringPoint shall offer on-demand response to end-user support requests. SpringPoint shall have access and be available during Client's normal business hours of 8:00 a.m. to 5:00 Monday through Friday for most Client services, and on a 24-hour emergency-only basis for Public Safety and Public Works employees and other key Client personnel. SpringPoint will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt Client staff during regular business hours. The SpringPoint will be expected to guarantee a 2-hour response time for emergency situations.

The Client shall provide an adequate, regularly scheduled maintenance window and ensure that the window is communicated throughout the affected departments. Should a maintenance window require cancellation, the Client shall provide a 72-hour notice of the need to cancel. Client acknowledges that cancelling more than two scheduled maintenance windows within a single quarter may place the Client at risk at no fault of SpringPoint.

Further, Client acknowledges the occasional need to perform emergency maintenance to prevent or mitigate failure. Client will provide a reasonable accommodation for emergency maintenance when required and will notify SpringPoint of the appointed time. Emergency maintenance windows shall not replace the established maintenance window.

2. Confidentiality

Each of SpringPoint and Client hereby agree that they and their respective employees are bound by the non-disclosure and confidentiality provisions of the Master Service Agreement entered into by the Parties. SpringPoint agrees that Client may perform a criminal background investigation on any SpringPoint employees who have access to Client's System and SpringPoint will provide non-confidential employee information when requested by Client.

3. Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months following the termination or expiration hereof, neither Party shall directly or indirectly solicit, recruit or encourage any of the other Party's employees to terminate their then-current employment for the purpose of becoming an employee of the first Party, provided that this provision shall not bar the employment by either Party of employees who choose to leave the employment of the other Party of their own volition without such solicitation, recruitment or encouragement by the hiring Party.

4. Miscellaneous

SpringPoint will be permitted to perform support procedures remotely when feasible; however, SpringPoint will be expected to perform support on-site when remote support is not successful or is inappropriate. The Client shall provide all necessary access when on-site support is required.

5. Fee Schedule

Dates	Service Description	Monthly Fixed Fee	Rate For Additional Users
July 1 2016 – June 30, 2017	Support of all Items, devices, and users requested from RFP above	**$3,519**	$69
July 1 2017 – June 30, 2018	Support of all Items, devices, and users requested from RFP above	**$3,624**	$71
July 1 2018 – June 30, 2019	Support of all Items, devices, and users requested from RFP above	**$3,710**	$73

Addendum
Master Service Agreement
("Statement of Service")

Optional Recommended One time Services	Fixed Price
Office365 Migration Project Labor	$6,900
Backup Management System. SpringPoint will design a backup environment in conjunction with the Client, based on specific Client requirements and current best practices with other clients, to backup and manage designated data within the organization. Once designed, the Client will receive a quotation to implement the design.	TBD

6. Agreement and Acceptance

For The City of Glenpool:

Signature Date

Printed Name

Title

For SpringPoint Technologies, LLC:

Signature Date

Printed Name

Title

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: Julie Casteen, Finance Director

Date: June 20, 2016

Subject: FY16 Audit Engagement and Compilation Engagement Letters

Background:

The City has engaged the firm of Arledge & Associates to conduct an annual Financial and Compliance Audit for the Fiscal Year Ending June 30, 2016. We have received two engagement letters from Arledge. The Audit Engagement letter states the Scope of Services, Audit Objectives, Management Responsibilities, Audit Procedures – General, Audit Procedures – Internal Controls, Audit Procedures – Compliance, Other Services, Management Responsibilities, Administration, Fees and Other items. The Audit Compilation Letter gives Arledge permission to provide expertise to assist the City in the presentation of the financial statements, including compiling the report to submit to the State Auditor. Fees for these services are $22,500. The cost of the audit is split between the City and GUSA, and is budgeted in the General Fund General Government department, account 01-6-01-6236, and in the GUSA Fund in the Water and Sewer department, account 02-6-16-6236.

Staff Recommendation:

The Audit Engagement letter is a standard letter that is required prior to fiscal year end to properly engage the audit firm for the financial and compliance audit which is required for the City. The Compilation Engagement Letter is also a standard letter that allows the audit firm to compile statements in a format necessary to submit to the State Auditor. I recommend the council accept both letters and direct the Mayor to sign on behalf of the City government, and authorize the Finance Director to sign the letters on behalf of Management.

Attachments:

1. 2016 Audit Engagement Letter – Yellow Book
2. FY-16 Compilation Engagement Letter

2016 Audit Engagement Letter – Yellow Book

June 14, 2016

To Governance and Management of the City of Glenpool, Oklahoma:

We are pleased to confirm our understanding of the services we are to provide the City of Glenpool, Oklahoma (the "City") for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Comparison Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.
2) Combining Statements and Schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to governing board of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles and an estimate of needs based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $22,500. This fee includes miscellaneous charges, such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is any other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee before we issue our final report.

We appreciate the opportunity to be of service to the City of Glenpool and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: ___________________________

Title: ____

Date: ____

Governance signature: ___________________________

Title: ____

Date: ____

a² Arledge & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

FY – 16 COMPILATION ENGAGEMENT LETTER

June 14, 2016

City of Glenpool, Oklahoma
Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for City of Glenpool, Oklahoma for the year ended June 30, 2016.

We will perform a compilation engagement with respect to the financial statements of City of Glenpool, Oklahoma, which comprise the schedules of revenues, expenditures, debt, and investments for the year ended June 30, 2016, and the related notes to the financial statements.

Our Responsibilities

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.

3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.

4) The prevention and detection of fraud.

5) To ensure that the City complies with the laws and regulations applicable to its activities.

6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

7) To provide us with—

   - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
   - additional information that we may request from you for the purpose of the compilation engagement.
   - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

8) Including our compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Other Relevant Information

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Arledge & Associates, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are included in the FY-16 Audit Engagement Letter, dated June 14, 2016.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool.

Management signature: ____________________________

Title: ____

Date: ____

Governance signature: ____________________________

Title: ____

Date: ____

AGREEMENT FOR JUDICIAL SERVICES

THIS AGREEMENT ("**Agreement**"), made and entered into with an effective date of July 1, 2016, by and between the City of Glenpool, an Oklahoma municipal corporation and operator of the City of Glenpool Municipal Court as a court not of record, in accordance with 11 O.S. §§ 27-101 through 27-132 and Title 11 (Administration), Chapter 11 (Municipal Court) of the Code of Ordinances of the City of Glenpool, ("**City**") and the law firm of George M. Miles, P.C., 1700 S.W. Boulevard, Tulsa, Oklahoma, 74107 ("**Law Firm**").

WHEREAS, the City Council of the City has determined by resolution, as required by 11 O.S. § 27-102, that the efficient disposition of cases involving the violation of municipal ordinances necessitates putting the City of Glenpool Municipal Court into operation and has caused a certified copy of such resolution to be filed in the office of the Tulsa County Clerk; and

WHEREAS, the City requires the services of a licensed member in good standing of the Oklahoma Bar Association, and a resident of Tulsa County, to perform the duties of Judge of the City of Glenpool Municipal Court; and

WHEREAS, the Law Firm is capable of and desires to provide the services of such a qualified attorney to perform the duties of Judge of the City of Glenpool Municipal Court; and

WHEREAS, the City desires to contract with the Law Firm for the purpose of providing such services, as follows:

> To secure and retain the services of the Law Firm as the judicial appointment for the City of Glenpool Municipal Court and to provide consideration for the Law Firm's promise to provide a qualified Municipal Court Judge.
>
> To provide a fair and reasonable means for either party to terminate such services either upon expiration of the Term, as defined herein, or in the event that the Law Firm is for any reason unable to fully discharge the obligations of this Agreement, or otherwise as provided by Rule 1.16 of the Oklahoma Rules of Professional Conduct (governing the termination of attorney-client relationship).

THEREFORE, in consideration of the foregoing premises and the terms and conditions provided herein, the parties agree as follows:

1. RETAINER – CONTRACT FOR LEGAL SERVICES.

   City of Glenpool is contracting with the Law Firm to provide a licensed member of the Bar in good standing to serve as Municipal Court Judge. The terms of such retainer shall be as set forth herein and subject to Rule 1.13, Comment 9, governing the attorney-client relationship when the client is a government agency; *provided that,* the parties to this Agreement acknowledge, accept and agree that the scope of legal services provided by this Agreement is limited to providing such person to serve as Municipal Court Judge and does not extend to representation of the City of Glenpool or any of its public trust authorities, or either of their agents, employees or officers in any unrelated legal transaction or proceeding.

The parties further acknowledge, accept and agree that any person serving as Municipal Court Judge provided by the Law Firm shall for all accounting, payroll and other legal purposes be deemed an employee of the Law Firm and not an employee of the City.

2. DUTIES OF MUNICIPAL JUDGE.

The Municipal Court Judge provided to the City shall perform the following services:

Convene court in accordance with a published calendar of court dates and times, a copy of which shall be on file with the City of Glenpool Court Clerk, along with the docket schedule for such dates and times. The Municipal Court Judge shall have discretionary authority to amend such calendar or docket schedule, subject to approval by the City Manager of the City of Glenpool, provided that the Municipal Court shall be in session with a Municipal Court Judge designated by the Law Firm presiding at least three sessions per month to preside over juvenile arraignments, adult arraignments and trials, if any.

Administer oaths, keep and preserve such records of the court as are mandated by law.

Approve all recognizances and bonds to which persons charged with, or convicted of misdemeanor or administrative violations of the Code of Ordinances of the City of Glenpool, may be admitted and determine and fix the amount thereof.

Accept pleas, enter or defer judgments and impose or defer sentences with respect to adult and juvenile defendants who appear in the Municipal Court for misdemeanor and administrative violations of the Code of Ordinances of the City of Glenpool.

Modify, reduce, suspend, or defer the imposition of a sentence or any part thereof and authorize probation for a period not to exceed six months from the date of sentence under such terms or conditions as the Municipal Court Judge may specify.

Prescribe rules, consistent with the provisions of 11 O.S. §§ 27-101 through 27-132, for the proper conduct of the business of the Municipal Court.

Have and exercise such other general judicial powers as are possessed by a judge of the Tulsa County District Court, or as conferred by 11 O.S. §§ 27-101 through 27-132, in accordance with the Rules of Judicial Conduct at Appendix 4, Title 5 of the Oklahoma Statutes, as applicable.

3. TERM/RENEWAL/TERMINATION/REMOVAL.

Pursuant to Title 1 (Administration), Chapter 11 (Municipal Court) § 1-11-4(B), the term of the appointed judge of the Glenpool Municipal Court shall be two years, expiring on the first Monday in June of each odd numbered year (“**Term**”), *provided that* the parties acknowledge, accept and agree that this Agreement is an interim appointment that shall be effective as of July 1, 2016, and expire on June 30, 2017, subject to renewal by submission of a two-year appointment in writing to the City Council at the regularly scheduled meeting on May 8, 2017, and action upon such appointment at the regularly scheduled meeting on May 22, 2017. The foregoing meeting dates are subject to change in accordance with the annual calendar published by the City Clerk of the City of Glenpool but shall, in any case, be the next-to-last and last regularly scheduled meetings of the City Council prior to June 5, 2017.

This Agreement may also be terminated by either party upon 30 days written notice to the other. If the Law Firm, or any attorney designated by the Law Firm to serve as Municipal Court Judge, is in violation of this Agreement in any material respect, the City of Glenpool may terminate this Agreement without notice and with compensation to the Law Firm only for services provided through the date of such termination.

The Law Firm, or any attorney designated by the Law Firm to serve as Municipal Court Judge, may be removed from such service by the Council for cause prescribed by the constitution and laws of the State of Oklahoma for the removal of public officers, as particularly set forth in Title 1 (Administration), Chapter 11 (Municipal Court) § 1-11-4(G) of the Code of Ordinances of the City of Glenpool.

4. COMPENSATION.

City will pay the Law Firm a continuing retainer in the amount of $15,000 per year/ $1,250.00 per month for the Term of this Agreement.

This amount shall be paid to the Law Firm for services contracted under this Agreement and shall in no case represent the payment of wages or salary to any attorney designated by the Law Firm to serve as the Municipal Court Judge. Law Firm shall pay and be responsible for all compensation, benefits and any other accoutrements of employment to the attorney designated as Municipal Court Judge.

Upon termination of this Agreement, payments under this Section 4 shall cease; *provided that*, the Law Firm shall be entitled to payment for services prior to the date of termination for which Law Firm has not yet been paid, and for any services that may be provided subsequent to the date of termination only insofar as services are required to complete work on matters pending before the Municipal Court.

City will either pay directly or reimburse Law Firm for any verified expenses incurred by Law Firm in connection with performing the obligations of this Agreement, *provided that* Law Firm shall be responsible for, and shall not be reimbursed for:

> The costs of any support staff, equipment, supplies, insurance or other costs incurred by the Law Firm not directly related to performance of the obligations of this Agreement.
>
> Transportation costs, unless travel for the City of Glenpool requires travel of more than 50 miles from the location of the Municipal Court.
>
> Professional association dues, continuing education requirements and similar costs.

5. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

City of Glenpool:

City Clerk
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Law Firm:

George M. Miles
George M. Miles, P.C.
1700 SW Boulevard
Tulsa, Oklahoma 74107

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

6. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT.

This Agreement may be amended only if any amendment is made in writing and is signed by duly authorized representatives of both parties.

8. SEVERABILITY.

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason by any competent authority, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

9. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Oklahoma and by ordinances of the City of Glenpool. Venue shall be in Tulsa County District Court.

10. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each and all of which shall constitute one and the same instrument and either party may execute this Agreement by signing any such counterpart. Copies of this Agreement, as executed, may be accepted as originals.

The foregoing Agreement, having been submitted to the City Council at its regular meeting on the 20th day of June 2016, and approved by the City Council at its regular meeting on said 20th day of June 2016, and by a duly authorized representative of the Law Firm on the 18th day of May 2016, is effective as of the date first written above.

FOR THE CITY OF GLENPOOL

____________________________ ____________________

Timothy Lee Fox, Mayor Date

Attest:

____________________________ [SEAL]

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

FOR THE LAW FIRM
George M. Miles, P.C.

5/18/16

George M. Miles, Incorporator Date

City Of Glenpool
Creating Opportunity

Date: June 20, 2016

To: Honorable Mayor and City Council

From: Susan White, City Clerk

Re: Oklahoma Tax Commission Administrative Agreement

Background

The Agreement between the Oklahoma Tax Commission and the City of Glenpool authorizes OTC to administer the sales and use tax collections for the City. The Agreement updates the new tax rate of 4.55% which becomes effective July 1, 2016.

Staff Recommendation

Staff recommends approval.

Attachment

- Agreement

AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF
GLENPOOL

THIS AGREEMENT is entered into this 20th day of June, 2016 pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of Glenpool, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of four 55/100 percent (4.55 %) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars ($2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars ($2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

a. Registering new taxpayer accounts,
b. Issuing and administering taxpayer permits,
c. Receiving returns,
d. Receiving remittances of sales and use taxes,
e. Issuing assessments,
f. Conducting hearings under Section 212 of Title 68,
g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
h. Revoking permits,
i. Taking legal action to close a business,
j. Issuing refunds and credits,
k. Managing audits, and
l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent (¾ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;

2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and

3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent (¾ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from ________, ____ until _________, _________, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

____
A Municipal Corporation

____
Mayor

______________________________,
Steve Burrage, Chairman

______________________________,
Dawn Cash, Vice-Chairman

ATTEST: (CITY SEAL)

____
Municipal Clerk

______________________________,
Thomas E. Kemp Jr., Secretary-Member

ATTEST: (STATE SEAL)

____
Assistant Secretary – OTC

APPROVED BY THE CITY OF ____________________ LEGAL DEPARTMENT

BY ______________________________ DATE ____________________

____
City Attorney

EXHIBIT A

Retention Fee = 0.5%

AGREEMENT

This Agreement ("Agreement") AGREEMENT made and entered into this ____ day of ______________, 2016, by and between RURAL WATER DISTRICT NO. 2, CREEK COUNTY, OKLAHOMA, a state agency created pursuant to the Oklahoma Rural Water Sewer and Solid Waste Management District Act, as amended (82 O.S. § 1324.1, et seq.) ("Creek-2"), the CITY OF GLENPOOL, a municipal corporation duly organized and operating pursuant to Article X of the Oklahoma Municipal Code, as amended (11 O.S. §§ 10-101, et seq.) (the "City") and the GLENPOOL UTILITY SERVICES AUTHORITY, a trust for furtherance of public functions created pursuant to 60 O.S. §§ 176, et seq., as amended (the "Authority"). Creek-2, City and Authority are each individually referred to as a "Party;" City and Authority are collectively referred to as "Glenpool;" and Creek-2 and Glenpool are collectively referred to as the "Parties."

RECITALS

A. Creek-2 and Glenpool each operate separate and distinct water distribution systems which provide potable water to their respective users/customers.

B. Creek-2 and Glenpool, agree that Creek-2 will provide potable water service to the property identified in the attached **Exhibit 1** (the "Property").

C. Creek-2 and Glenpool also agree, in order to facilitate the provision of Fire Protection Service by Glenpool, as defined herein, for Glenpool to attach fire hydrants to water mains/lines installed on the Property at locations to be mutually agreed upon.

D. As a condition to approval of the final plat and before any building permit is issued to the Developer by any agency of the City, the Developer shall dedicate/transfer/convey the water mains/lines and other infrastructure required by Creek-2 installed on the Property (and any main/line extension to the Property from water mains/lines owned by Creek-2) to Creek-2. As a further condition to approval of the final plat and before any building permit is issued to the Developer by any agency of the City, the Developer shall dedicate/transfer/convey the fire hydrants, pressure sustaining valve and meter described herein installed on the Property (and any main/line extension to the Property from water mains/lines owned by Glenpool) to Glenpool.

E. From time to time, Glenpool may require emergency supplies of water to serve fire hydrants owned and operated by Glenpool and for Fire Protection Service, as defined herein, provided by Glenpool to the Property.

F. Glenpool and Creek-2 agree by this Agreement to require the Developer, as a condition of development, the installation of one auxiliary water connection utilizing a "one-way" pressure sustaining valve (said one-way device hereafter referred to as the "pressure sustaining valve") and one meter connected to the pressure sustaining valve, to provide for emergency water to be transported through water lines owned by Creek-2 for use relative to the operations of Glenpool's fire hydrants and Fire Protection Service provided by Glenpool (and other uses specified or provided for herein) and to measure such usage, in the event of an unexpected or catastrophic drop in pressure.

G. The Parties anticipate that the pressure sustaining valve may on occasion provide emergency water to be transported and metered through the foregoing water mains/lines owned by Creek-2 due to an unexpected or catastrophic drop in pressure related to the operation of Glenpool's fire hydrants and Fire Protection Service.

H. This Agreement is intended to govern the arrangement whereby Glenpool may require the Developer of the Property to extend and connect Glenpool water lines lying outside the Property to be connected (using the said one-way pressure sustaining valve) to a water main/line owned by Creek-2 located on the Property for the purpose of providing an emergency source of water associated with Fire Protection Service, as defined herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above which are deemed part of this Agreement and the mutual covenants and agreements herein contained and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged as valuable consideration, the Parties hereto agree as follows:

ARTICLE 1: DEFINED TERMS

1.01 The capitalized word "**Property**," for purposes of this Agreement, means and refers to the land specifically identified by **Exhibit 1**.

1.02 "**Potable Water**" means and refers to household and other domestic uses other than water used for Fire Protection Service.

1.03 "**Fire Protection Service**" means and refers to the provision of water, personnel and equipment appropriate for fighting fires at or on the Property.

1.04 "**Developer**" means and refers to the person or entity which has submitted, or will submit, plans for the development of the Property in conformance to the provisions of this Agreement.

1.05 "**Delivery Point**" means and refers to that location either outside of or within the Property at which the subject Glenpool water line connects to Creek-2 water main/line on or adjacent to the Property by way of passing through the one-way pressure sustaining valve mechanism and meter device provided for in this Agreement.

ARTICLE 2: SERVICES

2.01 Creek-2 shall be the sole and exclusive Potable Water provider to the Property and shall be the sole owner of all water mains/lines installed on the Property (and such other infrastructure as may be required of the Developer by Creek-2), including any main/line extensions required of the Developer or thereafter separately installed by Creek-2.

2.02 Glenpool shall be solely responsible for providing Fire Protection Service to and within the Property.

2.03 Creek-2 shall require that the Developer of the Property install water mains/lines within the Property (and such other off-site water mains/lines and other infrastructure as Creek-2 shall require) of not less than six-inches (6") in diameter or greater to be determined/approved by Creek-2's engineer, and such mains/lines (and other on-site and off-site infrastructure as required by Creek-2) shall be dedicated/transferred/conveyed to Creek-2, at no cost to Creek-2 subject to the normal and customary warranties to be provided by the Developer associated with the dedication of water mains/lines to Creek-2.

2.04 Glenpool shall require, as a condition of final plat approval and the issuance of a building permit, the Developer to pay for, install and dedicate/transfer/convey to Glenpool the pressure sustaining valve, meter and fire hydrants needed to effectuate this Agreement, all meeting Glenpool's requirements, including Glenpool's municipal codes as the same may hereafter be amended, to be connected to the water mains/lines to be constructed by the Developer and dedicated/transferred/conveyed to Creek-2 Such pressure sustaining valve, meter and fire hydrants shall be dedicated/transferred/conveyed to Glenpool and shall be solely owned by Glenpool, and Glenpool shall be solely responsible to maintain such pressure sustaining valve, meter and fire hydrants, at Glenpool's sole cost and expense, subject to the normal and customary warranties to be provided by the Developer associated with the dedication of such pressure sustaining valve, meter and fire hydrants to Glenpool.

2.05 Glenpool agrees to inspect and repair any fire hydrant installed on the Creek-2 water lines situated on the Property in a timely manner and, if not timely repaired after Creek-2 or any third party gives notice to Glenpool of an actual need for repair, Glenpool agrees to reimburse Creek-2 for any cost incurred by Creek-2 by reason of repairing Glenpool's fire hydrants to the extent necessary to remedy water leaks occurring at the connection to or within the fire hydrants. "Timely manner" shall mean within no more than 48 hours following such notice. If a fire hydrant is leaking or otherwise malfunctioning in a way that water is escaping therefrom, Creek-2 is authorized to immediately shut off the fire hydrant and give Glenpool reasonably prompt notice of the leak or malfunction and that the water supply to the fire hydrant has been shut-off. Glenpool shall be responsible for the maintenance and repair or replacement of the pressure sustaining valve as needed to ensure operational soundness, and shall calibrate and test the valve once every five years or sooner if the need arises due to a malfunction.

2.06 In order to ensure a sufficient supply of emergency water for Fire Protection Service, Glenpool shall require the Developer to install, at the Developer's cost, a connection of Glenpool's water facilities to the on-site water facilities of Creek-2, having a "one-way" pressure sustaining valve which will enable Glenpool to provide additional water for Fire Protection Service, if needed, and also having a meter to measure any water flow from Glenpool water lines into Creek-2 water lines. This valve will be designed to open and remain open if the water pressure within the Property falls below 25 pounds per square inch (“25 psi”) for any reason, whether or not related to Fire Protection Service.

2.07 Creek-2 shall be permitted to utilize any fire hydrant on the Property for the purpose of flushing and testing the Creek-2 water lines on a periodic basis consistent with state law requirements and policies adopted by Creek-2. Creek-2 shall maintain adequate documentation of any such testing for disclosure to Glenpool in the event that a billing dispute should arise.

2.08 The water which passes through the pressure sustaining valve will be metered, and if it opens for any reason <u>other than</u> (a) a Fire Protection Service event; or (b) as a result of Glenpool’s testing, flushing or maintaining its fire hydrants; or (c) a malfunction or defect in the pressure sustaining valve mechanism that causes an unintentional discharge of water from Glenpool water lines into Creek-2 water lines; or (d) any use of the fire hydrants by Creek-2 for the purpose of testing and flushing its water lines, as provided by Section 2.07 above; or (e) water leaking from a fire hydrant or the connection point of the fire hydrant, which is not the fault of Creek-2, Glenpool will invoice Creek-2 and Creek-2 will pay for such water which passes through the meter at the rate charged by the City of Tulsa/Tulsa Public Works Authority to Glenpool for such water (i.e. Glenpool’s cost). For the avoidance of doubt, Creek-2 is not responsible for paying for water which may flow through the pressure sustaining valve or meter if such flow is the result of: a Fire Protection Service event; Glenpool’s testing, flushing or maintaining its fire hydrants; malfunction or defect in the pressure sustaining valve; Creek-2’s testing and flushing its water lines; or water leaking from a fire hydrant or the connection point of the fire hydrant, for which Creek-2 is not at fault.

2.09 Glenpool shall be responsible for periodically flushing, testing and maintaining Glenpool’s fire hydrants within the Property in accordance with a schedule and using a procedure that are consistent with the schedule and procedures used throughout the Glenpool water distribution system for such flushing, testing and maintenance of fire hydrants. In no case will Glenpool either be charged or charge any party for water that passes through Glenpool’s fire hydrants, whether for Fire Protection Service or for such flushing, testing and maintenance. Glenpool shall maintain adequate documentation of any such uses for Fire Protection Services, flushing, testing and maintenance for disclosure to Creek-2 in the event that a billing dispute should arise.

2.10 The Delivery Point, as defined herein, for the pressure sustaining valve and meter shall be established by mutual agreement and shall be at or near the point at which Creek-2’s facilities enter into the Property, and shall be on-site, *i.e.*, within the Property unless the Parties agree to a different location.

ARTICLE 3: TERM

3.01 Effective Date: This Agreement shall become effective immediately upon approval and execution by the Parties hereto.

3.02 Term: This Agreement shall remain in effect for forty (40) years and shall automatically renew annually thereafter unless any Party to this Agreement provides written notice of its intent to terminate this Agreement, not less than 24 months prior to the expiration of the Term or any renewal period.

ARTICLE 4: METERING

4.01 Glenpool covenants to operate and maintain, at Glenpool's expense, the pressure sustaining valve, meter and fire hydrants installed by the Developer at Glenpool's expense and dedicated to Glenpool, which shall be properly calibrated and tested on a schedule consistent with water dispensing and usage measuring devices throughout Glenpool's water distribution system, maintained in proper working order and condition, properly sized for the intended purpose, and properly installed by the Developer at the Delivery Point, together with all necessary equipment, including without limitation a properly sized meter vault, box or pit designed and constructed or fabricated for such a purpose with proper bypass lines, strainer, test tees, backflow prevention valves and piping all at the Developer's expense.

4.02 Glenpool shall perform, at its own cost and expense, calibration tests on the metering equipment associated with the pressure sustaining valve, in order to maintain an accuracy tolerance in accordance with the manufacturer's published standards. Glenpool shall provide written certification of such calibration and accuracy to Creek-2 immediately following such calibration testing.

4.03 In addition, Creek-2 shall have the right to request that a special meter test (and test of the pressure sustaining valve) be made by Glenpool or agents of Glenpool at any time, provided that such request shall not be made more than once in any twelve-month period. If any test made at Creek-2's request discloses that the meter is accurate within the manufacturer's specifications and/or the pressure sustaining valve is operating properly, as defined in Section 4.04, then Creek-2 shall bear the cost and expense of such test. If any such test discloses that the meter is reading outside of the manufacturer's specifications and/or the pressure sustaining valve is not operating properly, Glenpool shall pay the cost of such testing, as well as the cost of correcting the deficiency. Glenpool agrees to notify Creek-2 at least forty-eight (48) hours in advance of the time any such test is to be made by Glenpool or agents of Glenpool. Additionally, Glenpool shall furnish Creek-2 with a copy of the results of all checks and calibration tests performed on such metering equipment and pressure sustaining valve.

4.04 The meter shall be considered accurate if it is found not to deviate from standard, as defined by the manufacturer, when tested at one hundred percent (100%) of load or when tested at ten percent (10%) of load. If the deviation is greater than these tolerances, the meter shall be repaired immediately by Glenpool. If the meter is found to be inaccurate, the charges applicable for the month in which said meter is tested and found to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such tests; provided that, all charges applicable for all earlier periods, which have not been challenged as provided herein, and have therefore become final as to accuracy and validity, shall not be subject to adjustment in any manner whatsoever.

4.05 Glenpool shall read the meter on a monthly basis and shall accordingly provide a bill to Creek-2 monthly which shall include the then current meter reading. When the meter shows no billable usage, Glenpool shall nevertheless provide a monthly statement to Creek-2 showing no billing.

ARTICLE 5: MAINTENANCE

5.01 Both Parties hereto shall exercise reasonable due diligence, reasonable care and foresight to maintain their respective mains, lines, valves, facilities, plants and equipment so as to assure maximum continuity of service in the delivery and receipt of water as provided for in this Agreement.

ARTICLE 6: MISCELLANEOUS

6.01 Counterpart Execution. This Agreement may be executed in counterparts and by a different Party in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one agreement.

6.02 Assignment. This Agreement and the rights and obligations hereunder may not be assigned or transferred by any Party hereto, nor delegated to any third party, without the prior written consent of the other Parties.

6.03 No Joint Venture. The Parties are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

6.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

6.05 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon all successors and assigns of the Parties hereto.

6.06 Severability. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and such illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

6.07 Entire Agreement. This Agreement together with any exhibits attached hereto sets forth the entire understanding between the Parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein and in the exhibits attached hereto.

ARTICLE 7: APPROVAL

7.01 This Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

7.02 Creek-2 and Glenpool each warrant to the other that they have followed all applicable statutory procedures relative to the Oklahoma Open Meeting Act, relative to notice, posting of agenda, public meeting, and voting to accomplish the lawful approval of this Agreement.

ARTICLE 8: NOTICES

8.01 All notices required under this Agreement shall be in writing and shall be effective when:

(a) Notice to Glenpool shall be deemed to have occurred when delivered in person to the person specified below, and receipt is acknowledged (acknowledgement of receipt shall not unreasonably be withheld);

For notices to City or Authority:
Mayor/Chairperson of the Authority
City of Glenpool/Glenpool Utility Services Authority
12205 S. Yukon Avenue
Glenpool, OK 74033

(b) Notice to Creek-2 shall be deemed to have occurred when delivered in person to the person specified below, and receipt is acknowledged (acknowledgement of receipt shall not unreasonably be withheld);

For notices to Creek-2:
President of the Board
Creek County Rural Water District No. 2
2425 W. 121st Street South
Jenks, Oklahoma 74037

(c) Alternative means of delivery, such as email or certified mail, shall satisfy the requirement for personal delivery so long as receipt and waiver of personal delivery are expressly acknowledged in writing.

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: ______________________________ Dated:________________

Name: ________________________________
Position: President of the Board of Directors

CITY OF GLENPOOL

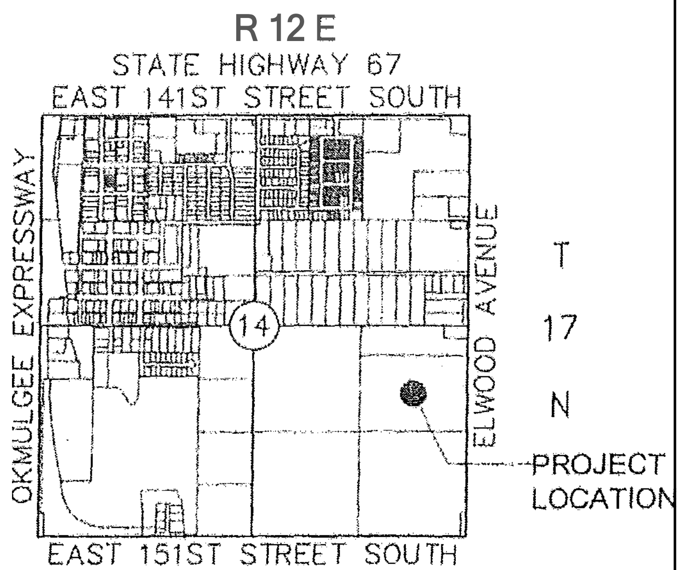
Signature: ________________________________ Dated: ___________________
Printed Name: Timothy Lee Fox
Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: ________________________________ Dated: ___________________
Printed Name: Timothy Lee Fox
Position: Chairman of the Board of Trustees

EXHIBIT 1

LEGAL DESCRIPTION



Location Map

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOURTEEN (14) TOWNSHIP 17 NORTH RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SECTION FOURTEEN TOWNSHIP 17 NORTH RANGE 12 EAST; THENCE S 01°07'24" E, A DISTANCE OF 300.67 FEET TO THE POINT OF BEGINNING;

THENCE S 01°•07'24" E, A DISTANCE OF 1,021,69 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S 88°47'56" W, A DISTANCE OF 1,319.37 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE N 01°07'17" W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1,021.36 FEET; THENCE N 88°'47'04" E, A DISTANCE OF 1,319.33 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,346,348 SQUARE FEET OR 30.9 ACRES MORE OR LESS.

To: HONORABLE MAYOR AND CITY COUNCIL

From: Roger Kolman, City Manager

Date: June 20, 2016

Subject: Collective Bargaining Agreement

Background:

The City administration and members of the FOP Lodge 133 have met several times over the last few months to negotiate a collective bargaining agreement covering the city's certified police officers. The agreement before the Council is one which both parties are agreeable to and see as beneficial to both sides. The proposed agreement will cover FY 2017.

Staff Recommendation:

Staff recommends approval of the collective bargaining agreement.

Attachments:

Collective Bargaining Agreement for FY 2017 between the City of Glenpool and the FOP Lodge 133.

AGREEMENT BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION

AND THE FRATERNAL ORDER OF POLICE

LODGE 133

FISCAL YEAR 2016-2017

TABLE OF CONTENTS

ARTICLE I

PURPOSE OF AGREEMENT

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

ARTICLE II

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113 , reduced to writing this Collective Bargaining Agreement ("Agreement") resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall become effective on the first day of July 2016, and shall remain in full force and effect until midnight, June 30, 2017. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq*. specifically, providing for the appropriation of moneys by the Employer's governing body (the Glenpool City Council). The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer prior to adoption of the Employer's 2016-2017 Fiscal Year budget.

In the event that the Employer is unable to, or fails to appropriate adequate funds by the end of 2016-2017 fiscal year of this Agreement, the one hundred and twenty (120) days notification period set forth in 11 O.S. § 51-112 of the Oklahoma statutes shall be waived and the parties shall immediately enter into good faith collective bargaining for the agreement to be effective during the 2017-2018 fiscal year. Additionally, the Employer agrees to notify Lodge by April 1st of 2017 if the City anticipates being unable to appropriate adequate funds for the 2017-2018 fiscal year. In the event Employer provides said notification to Lodge, the one hundred and twenty (120) days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

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

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

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

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this 2016-2017 fiscal year Agreement that would potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE III

RECOGNITION

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

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement ("alleged occurrence" being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

First Step: An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.

Second Step: If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.

Third Step: If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee's answer in the Second Step, be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within ten (10) business days of this meeting.

Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) business days to provide a written response to the formal written grievance.

Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step: If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.

3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.

4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.

5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the City.

6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.

7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments hereof. This shall not preclude individual wage grievances.

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

Section 4. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

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

ARTICLE V

WAGE SCHEDULE

Section 1. The parties agree that the wages for the fiscal year 2016-2017 shall be as follows:

Wage Schedule				
FY 2016-2017				
	Step 1	**Step 2**	**Step 3**	**Step 4**
Police Officer	**$18.60**	**$19.52**	**$21.14**	**$21.68**
Master Patrolman	**$22.52**	**$23.12**	**$24.61**	**$25.25**
Corporal	**$26.75**	**$26.88**	**$27.03**	**$27.58**
Sergeant	**$28.60**	**$28.88**	**$29.16**	**$30.64**
Lieutenant	**$33.12**			

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

Day shift	**0645 to 1445**	**No differential paid**
Evening Shift	**1445 to 2245**	**$32.00 per pay period**
Split Shift	**1900 to 0300**	**$40.00 per pay period**
Midnight Shift	**2245 to 0645**	**$52 per pay period**

Section 3. Longevity Pay. Commencing at the beginning of an Employee's ninth year of service (*i.e.*, upon completion of eight full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

$.05 x 80 (hours per pay period) x 8 through 12 (years of service) =

$32.00 per pay period for 8 years of service; payable in 9th year

$36.00 per pay period for 9 years of service; payable in 10th year;

$40.00 per pay period for 10 years of service; payable in 11th year;

$44.00 per pay period for 11 years of service; payable in 12th year;

$48.00 per pay period for 12 years of service; payable in 13th year;

$.10 x 80 (hours per pay period) x 13 years of service through retirement =

$56 per pay period for 13 years of service; payable in 14th year;

Additional $8 per pay period for each additional year of service; payable in immediately following year, provided that payments will discontinue upon retirement (or other termination)

Section 4. Each patrol squad will have at least one Sergeant and one Corporal assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor." As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 6. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

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

ARTICLE VI

HIRING AND PROMOTIONAL PROCEDURES

HIRING

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

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

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

Section 4. Selection of applicants to fill a vacancy, where there are no present Employees seeking to fulfill such vacancy, will be at the sole discretion of the City Manager.

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

PROMOTIONAL PROCEDURES

Section 1. This procedure is to be a departmental guideline that shall be followed in all promotions. Transfers from one division to the next without rank advancement shall not be done by this procedure but upon order of the Chief of Police.

Section 2. When any opening becomes available because of promotion, demotion, transfer, retirement or other reasons, officers who are eligible shall be notified by a physical notice and through a departmental email from the Chief's Office. The notice shall be posted next to the monthly schedule and shall remain there for ten (10) business days. If an officer desires, they can make a written application to the Chief of Police to be considered for that opening. The written application should state name, rank, current assignment, desired position, and qualifications for the desired position. Patrol Officer one (1) through Master Patrol Officer eight (8) shall not require an application.

The Chief's office will provide notification of any applicable study material and preparation guides exactly thirty (30) calendar days prior to testing as further outlined in Section 9 below.

Section 3. This promotional system shall be based primarily on a point system with a final selection being made by the Promotion Committee and confirmed by the Chief of Police. Officers applying for promotion shall be awarded points for their written test, oral review board, and supervisor recommendations. An officer shall be awarded points on each of these categories for a total possible two hundred fifty (250) points. These categories are specified in Appendices 1 through 3.

Section 4. A Promotional Committee consisting of three (3) members shall be mutually established by the Employer and the Lodge. The members of the Promotional Committee shall be seated in the following manner:

a) One representing the Employer, appointed by the City Manager;
b) One representing the Lodge, elected by a vote of the Lodge Executive Board, and;
c) One representing the Chief of Police, appointed by the Chief

The limitation shall be that neither the Chief of Police nor the Lodge President can be appointed nor elected to this Committee. The Promotional Committee shall be formed on an as needed basis for promotions. Promotional Committee members shall be provided copies of the applications for promotion submitted by officers.

Section 5. An Oral Board will consist of the Chief of Police, an officer of the rank being tested for, and the testing officer's designee. The officer of the rank being tested for will be selected by the Chief of Police. The officer's designee cannot hold any other position within the promotional process. The Promotional Committee will be present during all oral review boards strictly to oversee the process.

Section 6. The supervisors used for Supervisor Recommendations will be the Chief of Police, the Deputy Chief and three (3) Sergeants.

Section 7. Upon promotion a candidate may be required to resign from a specialty assignment as defined by the Department SOP. Exceptions to this requirement will be made if a vacancy is available within the specialty assignment at the new rank. Candidates have the option of not accepting the promotion if they desire to keep their current specialty assignment.

Section 8. The following qualifications must be met before an officer can apply for any promotion:

Lieutenant: Any Sergeant or Corporal with at least two (2) years at that rank. A Master Patrol Officer or below is not eligible to promote to Lieutenant. All new Lieutenants will be required to obtain an advance CLEET certification within six (6) months of their promotion date.

Sergeant: Any Corporal or Master Patrol Officer with at least six (6) years of continuous service with Glenpool Police Department. All new Sergeants will be required to obtain an intermediate CLEET certification within six (6) months of their promotion date.

Corporal: Any Master Patrol Officer is eligible to test for Corporal. All new Corporals will be required to obtain a basic instructor certification from CLEET within six (6) months of their promotion date.

Once testing is complete, the Chief of Police and Promotional Committee will evaluate scores and post testing results. Upon being selected for promotion, the officer will be promoted at the beginning of the first pay period following the promotion.

Section 9. The promotional guideline procedures to be used shall be as follows:

Step 1. When a promotional opening becomes available in the department, all officers shall be notified as indicated in Section 2 above of the available opening(s). Those officers who are eligible shall respond to the Chief of Police within ten (10) business days. No further action shall be taken by the department until after those ten (10) business days. The officer's notification and their responses, if any, shall be forwarded to the Chief of Police.

In the event an officer qualifies for multiple promotions, the officer will be considered for the highest position first. If the officer is not selected for that position, the officer can still be selected for a lesser supervisory position. The officer has the right to refuse being considered for the highest position available and will notate this in their written application submitted to the Chief's Office.

For the good of the department, the Employer will post and fill any supervisory vacancies within sixty (60) days of the vacancy.

Step 2. Upon completion of the ten (10) business day posting period, the Chief of Police shall make available any applicable study material and preparation guides.

Upon all promotional applicants receiving their study materials, a study period of thirty (30) calendar days will commence. Promotional testing shall commence onthe 30th day following the issuance of study materials. This time frame can be extended due to exigent circumstances upon the agreement of the Chief of Police and the FOP Lodge.

Step 3. The department shall set up a single testing date for all the promotional officer applicants to be tested. Thewritten test shall be the same for all supervisory positions. Only the officers who have completed Steps 1 and 2 may be tested for the promotion. The test, administered to all the officers at the same time by the Director of Human Resources, shall be identical and consist of material relevant to the position being applied for. This test shall be created from similar material as the study guide made available to the officers. The completed test shall be retained and secured by the Promotional Committee. Tests shall be scored by the Promotional Committee in the presence of the Director of Human Resources following the completion of the Oral Review Boards. All written test scores will be sealed until after all testing procedures have been completed.

Step 4. The Chief of Police shall set a date, or if necessary, a number of consecutive dates for interviews by the Oral Review Board. These interviews shall be administered by the Oral Review Board and overseen by the Promotional Committee. Officers who have completed Steps 1 through 3 shall be assigned a time for their oral review. Each member of the Oral Review Board shall then, through a series of questions and answers, evaluate the officers, one at a time. During each interview the members of the Oral Review Board shall independently score the candidate on a point basis of one (1) through five (5) per question, with a total of five (5) questions being asked and a total possible score of seventy-five (75). The exact questions to be asked of all candidates for a particular position will be agreed upon by the Chief of Police and the Promotional Committee prior to the commencement of the oral interviews.

Step 5. Officers who have completed Steps 1 through 4 shall then be scored using the Supervisor Recommendation Form which will be completed using the approved form (Appendix 6). After completion, these forms will be delivered to the Chief of Police and forwarded to the Promotional Committee.

Step 6. The Promotional Committee shall then set a date, time and location to convene. It shall be the Promotional Committee's responsibility to evaluate and score all officers who have completed Steps 1 through 5. These scores shall be compiled from the results of the Written Test, Oral Review Board, and Supervisor Recommendation Forms. The means of determining these scores is outlined in Appendices 1 through 3. When all the officer applicants have been scored, from the minimum of zero (0) to the maximum of two hundred fifty (250), then the Promotional Committee shall compile a list of the names and awarded points, with the highest point value first. Promotions for each position will be filled on the following basis:

a) The highest point value for each position tested and the names of the officer(s) to be promoted shall be listed first;
b) The second highest point value and name of the officer(s) shall be listed second;
c) Subsequent names and point values shall be listed in declining order according to the total point values earned.

The Promotional Committee shall provide the testing results, as provided above, to the Chief of Police.

Step 7. Those officer(s) receiving promotions will be subject to a three (3) month and a six (6) month evaluation. Those officer(s) will also be placed on a six-month probationary period. If his/her immediate supervisor, the Lieutenant, Deputy Chief and the Chief of Police all agree, based upon documentation, that the officer(s) cannot perform the requirements of the new position, the officer(s) will be returned to his/her former rank and the vacancy will be filled in accordance with the testing procedure set forth in Section 9.

Section 10. In the case where there is a conflict in seniority due to officers being promoted to the same rank on the same date, the senior officer will be determined based on their position on the list provided to the Chief of Police of the names and awarded points per Step 6 of Section 9.

Section 11. Any eligible officers who choose to know their scores, point value, or position on the list compiled by the Promotional Committee may do so by making a written request. This written request must be submitted within thirty (30) calendar days of the actual promotion and must be submitted to the Promotional Committee. The Promotional Committee, upon written request, shall notify the officer, in writing, of their individual score, point value, and positioning on the promotional list. All test scores will be maintained for a period of one (1) year by Human Resources. At the completion of that year each officer's scores will be placed in their personnel file.

Section 12. All decisions and findings made in accordance with these guidelines shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

TRAINING

Section 1. The City will exercise its best efforts to assist all employees in attending their selected CLEET course.

Section 2. If two or more employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the senior employee shall attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition officers will be required to attend one CLEET legal update a year.

Section 4. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within five (5) days of receiving them.

ARTICLE VII

BASIC WORK PERIOD AND OVERTIME

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

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked in excess of forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. The regular rate is the Employee's base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24 hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee's regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate ("premium"). The additional four hours may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Call Back Pay. Should an off duty Employee be required to report for duty to assist in an emergency situation, outside of their regularly scheduled shift, that employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Section 3. Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime compensatory time. .

Section 4. The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

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

ARTICLE VIII

INSURANCE

Section 1. The City of Glenpool shall provide health insurance coverage to employees at no cost to the members of the Bargaining Unit that is equal to the health insurance that is in effect on July 1, 2016, for non-Lodge City employees.

ARTICLE IX

ANNUAL LEAVE

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

1-5	years' service	→	10 shifts per year
6-10	years' service	→	15 shifts per year
11-15	years' service	→	20 shifts per year
16-20	years' service	→	25 shifts per year
21 years – retirement		→	30 shifts per year

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

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

ARTICLE: X

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged in by the injured employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

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

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

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

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

LIGHT DUTY

Section 1.

A. Purpose

The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the City and the Chief of Police on a case-by-case basis. In no case shall the City create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

C. Scope

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.
2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts in order to be eligible for light duty assignment.
3. This policy will also apply to allow full-time Employees on sick leave under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The dates that the CEU's are given might preclude an Employee on sick leave from attending and maintaining their certifications and (3) At the Employee's request.

D. Responsibility

1. The Employee's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.
2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.
3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.
4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty)

An Employee's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the

Chief of Police and the treating physician will result in the termination of the Employee's light duty assignment.

F. Conditions

The City will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following.

1. To assist an Employee with recuperation from an on or off the job related injury or illness by reintroducing them gradually to the demands of their full-time position.
2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.
3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.
4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).
5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee is capable of performing light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.
2. Employees assigned to a light duty assignment MUST report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City of Glenpool, an Employee assigned to light duty will be excused from duty for that day without receipt of holiday pay.
3. Employees shall wear a uniform appropriate to their assignment.
4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.
5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.
6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and time line of return.

7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician in order to coordinate their return.

H. Daily Staffing Level

An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages

Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article VII of this Agreement that might otherwise result in overtime. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

ARTICLE XI

DUES AND CHECK OFF

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

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

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

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

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

ARTICLE XII

EDUCATION PAY

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

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

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

ARTICLE XIII

EQUIPMENT - CLOTHING ALLOWANCE

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

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

1. Three (3) pair department approved trousers
2. Three (3) short sleeve department approved shirts
3. Three (3) long sleeve department approved shirts
4. One (1) pair boots, up to $125.00
5. One (1) department approved wind breaker jacket
6. One (1) department approved winter coat
7. One (1) department approved rain slicker
8. One (1) department approved inner belt
9. One (1) department approved outer belt
10. One (1) department approved holster
11. One (1) department approved double magazine pouch
12. One (1) department approved ASP baton holder
13. One (1) department approved OC spray holder
14. Two (2) department approved handcuffs and cases
15. Four (4) department approved belt keepers
16. One (1) department approved radio holder
17. One (1) ASP expandable baton
18. One (1) can of OC spray
19. Eight (8) sets sew on patches (1) sew on coat badge (1) sew on coat name tag.
20. One (1) department approved name plate
21. Two (2) badges, one (1) duty badge and one (1) flat badge
22. One (1) Glock model 22 .40 caliber pistol
23. One (1) department-issued rifle, to be consistent with CLEET standards
24. One (1) department-issued shotgun, to be consistent with CLEET standards
25. One (1) department-issued Taser and one (1) holster
26. One (1) ballistic vest

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, need to be determined by the Chief of Police or his designee.

Section 4. Upon retirement by reason of length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Dollars ($1,000.00) per year (payable, under a non-accountable plan, in two increments of Five Hundred Dollars ($500.00) and payable with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and the Detective shall receive an additional $100.00 per year. Employees hired after either of the first pay period in July 1 or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications, in amounts not exceed fifty (50) rounds of .40 caliber pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. The Employer/Police Department, in order for its Officers to maintain proficiency in all departmentally approved firearms will provide 400 rounds of practice ammunition annually to each member of the bargaining unit. Ammunition will be available for check-out from the Chief of Police or designee in amounts not to exceed: Fifty rounds of .40 caliber pistol ammunition; forty rounds of .223 rifle ammunition; five rounds of 12 gauge .00 buckshot ammunition; and five rounds of 12 gauge slug ammunition per quarter. These allotments shall be available at the Employee's request during the then-current quarter of the calendar year. Any allotment of ammunition not requested by any Employee during the then-current quarter shall not carry over into the next or any following quarter. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE XV

PREVAILING RIGHTS

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

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

ARTICLE XVI

PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

ARTICLE XVII

PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article XVII shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article XVII may be considered in connection with decisions pertaining to discipline or advancement unless they are located in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third party request for inspection or copy shall be immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

a. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.
b. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of eighteen (18) months since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said eighteen (18) months.
c. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of two (2) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said two (2) years.
d. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.
e. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.
f. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until such time as the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).
g. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created

documents or materials pertaining to such action, except that the Director of Human Resources may keep, a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

h. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.

i. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction

ARTICLE XVIII

SUCCESSORS AND ASSIGNS

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

ARTICLE XIX

REGULAR AND SPECIAL MEETINGS

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

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

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified union business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

ARTICLE XX

REPLACEMENT OF DAMAGED GOODS

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

1. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;

2. Uniform apparel
   - A. Trousers
   - B. Shirts
   - C. Jacket/Coat
   - D. Bullet Proof Vest
   - E. Gun Belt
   - F. Holster
   - G. Footwear
   - H. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
   - I. Badges, Collar Brass, Nameplate
   - J. Cuff, Cuff Case
   - K. Tie/Dickey

3. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars ($500.00) and the Employer shall have the option to either repair or replace.

4. Watches to be replaced shall not exceed Seventy Five Dollars ($75.00) in cost.

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

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

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

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

ARTICLE XXI

PERSONNEL REDUCTION

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

Section 2. No new employees shall be hired until the employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the City of Glenpool by said employee shall be deemed compliant with said requirements. Any such employee previously so laid off shall have fourteen (14) days subsequent to the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

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

ARTICLE XXII

GRANT OVERTIME

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

Section 2. Section 2 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee's hours worked during a work period as defined in Article VII of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as "overtime" hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article VII of the CBA for all purposes.

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

ARTICLE XXIII

SAVINGS CLAUSE

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

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

ARTICLE XXIV

SPECIALTY ASSIGNMENT PAY

Section 1. Only such Employees as are assigned to perform the duties of Detective as of the Effective Date of this Agreement shall receive “Specialty Assignment Pay” of $25/month.

ARTICLE XXV

OFFICERS' BILL OF RIGHTS

Section 1. Statement of Policy. This Officers' Bill of Rights is included for the purpose of setting out policies and procedures with respect to the following matters:

a. Receipt and processing of complaints against Employees, if such should occur, from any source.
b. Creating a documentary history of any such complaints.
c. Preliminary inquiry into the validity/substantiation of complaints.
d. Administrative leave with pay, if warranted.
e. Dismissal of complaint and record of vindication in the event a complaint is found to be unsubstantiated.
f. Proceed with investigation if preliminary investigation discloses reason to believe the complaint may be substantiated.
g. Notice of Investigation, to include all relevant factors pertaining to the complaint and advising the subject Employee of his rights.
h. Conduct of the investigation, right to representation, due process safeguards.
i. Notification of results of investigation.
j. Potential disciplinary actions if investigation results in finding of violation.
k. Appeal procedure, if applicable.
l. Grievance procedure, if applicable.
m. Fundamental rights.
n. Not applicable to probationary Employees.
o. Not applicable to complaints of criminal conduct.

The authority of any Oklahoma CLEET (Council on Law Enforcement Education and Training)-certified police department to investigate allegations of conduct that is potentially in violation of provisions of that police department's manual of policies and procedures is within the scope of reserved management rights under this Agreement and does not constitute an unfair labor practice ***so long as substantive and procedural due process requirements are observed.***

It is the purpose and intent of this Article XXV to articulate the scope of those due process rights and to provide a method whereby complaints against Employees shall be processed and handled in such a manner as to afford all appropriate safeguards.

Section 2. Complaint Procedures.

a. All complaints implicating Employees from any source, whether civilian, non-union departmental or City employee or fellow officer must be referred to the Chief or the Assistant Chief.
b. All sworn officers who observe or receive information concerning misconduct by any Employee shall refer the complaint to the Chief of Police or the Assistant Chief, or in the event neither is available, a supervisory officer. Any supervisor who receives a complaint against an Employee shall forward a sealed copy of the Complaint Report to the Chief of Police as soon as possible.
c. All complaints from the public must be submitted on a Glenpool Police Department Complaint Report and, whenever possible, should be taken by the Chief or Assistant Chief. If neither is available, the complaint may be taken by the supervisor on duty.
d. Civilian employees are not authorized or allowed to take citizen complaints regarding officer Employees. However, civilian supervisors may accept complaints regarding civilian employees.
e. If the complaint is internally generated, it may be reported to the Chief or Assistant Chief in writing as permitted by the discretion of the City Manager, Chief or Assistant Chief. It is prohibited for any complainant who is an Employee or civilian employee of the City of Glenpool to discuss the content of such a complaint with any person other than the individual taking the complaint. In the event that an internal complaint is received by the City Manager, it shall be forwarded either verbally or in a sealed envelope to the Chief of Police as soon as possible.
f. As a matter of policy, a written complaint (along with any supporting documentation) shall be required in all cases of any person making a complaint against an Employee unless an extenuating circumstance warrants a verbal report. If a written statement is not given, the complaint may be given credibility and disposed of in the most appropriate manner as determined by the Chief of Police. The lack of a written statement by a complainant shall not invalidate a complaint, but the Chief of Police may give the appropriate level of notice to this fact.
g. In the event that a complaint concerns a matter that can be explained to the satisfaction of the complainant, the subject Employee should attempt to explain the situation to the complainant. If the explanation satisfies the complainant, no Complaint Report needs to be filled out and the complaint shall be deemed resolved without further action or record.

h. Complaints that arise from a dispute between an Employee and a civilian over guilt or innocence of an accused person will not be investigated pursuant to this Article XXV. Complainants in such cases shall be advised to pursue adjudication through the court system.

i. The Chief of Police or Assistant Chief is required to ensure that each complaint not informally resolved is assigned a "complaint control number" and logged into the departmental index system, to include at least a log book that is maintained in a secure, confidential location and will contain records indexed for quick reference by control number (not by name of Employee) of all complaints, notices of investigation, statements, interview records and disposition records pertaining to every complaint submitted. The index system shall be designed to allow quick referral to any complaint and provide security against access to the records of complaint reports by unauthorized persons. All records of complaint investigations shall be stored as to maintain the confidentiality of the investigation. Complaints that are unverified or the subject Employee is otherwise exonerated shall be destroyed and no record of such complaint may be maintained in any form.

j. The Chief of Police, or his designee, will supervise and control all investigations of alleged misconduct within the Department in accordance with procedures mandated by this Article XXV.

<u>Section 3.</u> <u>Preliminary Inquiry.</u>

The Chief of Police or Assistant Chief shall maintain administrative control over all complaints and will be responsible for conducting a preliminary inquiry as to the validity of the complaint, whether from a citizen or internal. The preliminary inquiry may consist, without limitation, of a review of all records or reports as well as any audio or video recordings that may exist. The preliminary investigator may conduct such interviews of supervisory personnel as may be deemed helpful or necessary, provided that the preliminary inquiry shall not include any interview or interrogation of the subject Employee(s) unless the Employee(s) have been fully informed of their rights and responsibilities in accordance with the Notice of Investigation provided by Section 5 of this Article XXV. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered an interrogation within the meaning of this Article XXV.

If the preliminary investigation discloses there has been no misconduct, or that any reported misconduct has been satisfactorily resolved, there will be no further investigation and there should be no further mention of the incident complained of. The investigation will be closed and no record shall be maintained.

If the preliminary investigation indicates to the Chief of Police or Assistant Chief that there is reason to believe the complaint may be substantiated, the Chief of Police (but not the Assistant Chief) shall proceed with the formalities of a more complete investigation and, if appropriate, disciplinary actions in accordance with all procedures and safeguards provided by this Article XXV.

Section 4. Administrative Leave Option.

If the Chief of Police determines that further investigation of the complaint is warranted, and depending on the severity of the allegation(s) in the complaint, the Chief of Police (but not the Assistant Chief), with the concurrence of the City Manager, will decide whether to place the subject Employee on administrative leave (with pay) during the course of the investigation. Administrative leave may be assigned as relief from duty (sent home) or assigned to administrative duties within the Department.

An Employee on administrative leave shall retain full police powers, their badge, commission card and firearm except as stated otherwise in this Section 4. If the preliminary investigation revealed a reasonable likelihood that retention of police powers and equipment may place the Employee or the public at risk, the reasons for this conclusion must be documented and the Chief of Police will personally notify the Employee to surrender his badge, gun and commission card before going on administrative leave.

Section 5. Notice of Investigation.

If the Chief of Police, following the preliminary investigation, determines that further investigation of the complaint is warranted, the Chief of Police must give any Employee who is the subject of an investigation a written statement ("NOTICE OF INVESTIGATION"). A Notice of Investigation must include, without limitation, the following information:

a. The allegation(s) of misconduct being investigated; and
b. A statement advising the Employee of the possibility of disciplinary action following the conclusion of the investigation; and
c. A statement of the Officer's rights (including the right to representation by the Lodge and/or by legal counsel; and the right to request an interview of any person of his choice as a witness) and responsibilities (including the obligation to cooperate fully in the investigation upon penalty of insubordination, as well as notice that no self-incriminating statement, nor the fruits of any such statement, can be used against the Employee in subsequent proceedings (the "**Garrity Statement**").

No interrogation of an Employee who is the subject of an investigation nor interview of any witness (whether civilian or any employee of the City of Glenpool) may be conducted until the Notice of Investigation is given to the subject Employee. If an interrogation of the subject Employee, or an interview of a potential witness, is scheduled, the Notice of Interrogation must be provided at least three days in advance.

Section 6. Conduct of Investigation/Interrogation.

a. The person conducting any investigation/interview shall be the Assistant Chief or a supervisory officer designated by the Chief of Police (the "Investigating Officer").

b. Interrogation/interview sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

c. Any Employee being interrogated/interviewed shall not be subjected to offensive language or threatened with any kind of disciplinary action to compel testimony (provided that such Employee may be reminded that failure to cooperate may result in a finding of insubordination and disciplinary action, if so stated in the Notice of Investigation/Garrity Statement). No promise of reward shall be made as an inducement to obtain testimony or evidence.

d. The Employee being interrogated/interviewed shall, in addition to the Notice of Investigation and at the commencement of the interrogation/interview, be completely informed of all his rights pursuant to this Article XXV and of his responsibility to answer all questions. This notification shall be included on the tape recording or in the written record of any interrogation/interview.

e. At the request of any Employee being interrogated/interviewed, he shall have the right to be represented by legal counsel or any other representative of his choice who may be present at all times during such interrogation, at no expense to the Employer.

f. The interrogation/interview of Employees may be taped or recorded in written form at the discretion of the Investigating Officer. Employees being interrogated/interviewed may record the proceedings with their own device or make a written record at their own expense. Records and tapes compiled by the Department shall be exclusively retained by the Department as confidential information, but may be used by the Investigating Officer to make his final findings of fact and recommendations to the Chief of Police at the conclusion of the investigation. If the investigation results in disciplinary action, the Employee shall be entitled to request a copy of all recordings or written records of the interrogation/interview, as well as all evidence presented during the course of the interrogation/interview.

g. All questions shall be narrowly focused on, and relevant and pertinent to, the subject matter of the complaint. If any additional violations are alleged because of evidence presented during the course of the investigation, the Investigating Officer shall consult with the Chief of Police prior to investigating such newly uncovered alleged violation(s). The Employee being investigated/interviewed shall be informed in writing at that time that the investigation may be expanded to include the additional alleged violations.

Section 7. Communication of Results.

Investigations of alleged misconduct shall be concluded, and a report of findings and recommendations made to the Chief of Police by the Investigating Officer, as promptly as practicable under the circumstances and considering the complexity of the investigation. The Investigating Officer shall submit weekly progress reports to the Chief of Police during the course of the investigation if it lasts more than one week. The investigation should be completed within thirty calendar days unless the scope of the investigation prevents its completion in that time period. The Chief of Police must approve extensions of the thirty-day time limit.

The Employee under investigation shall receive written notification from the Chief of Police as to the determination of the investigation.

If the Employee is exonerated of the complaint by the investigation process, the complaint shall be deemed unfounded and unsubstantiated. The complainant shall be advised of this outcome and any records of the investigation shall be sealed and retained in a secure and confidential location.

If it is found that the Employee committed misconduct alleged by the complaint, the Chief of Police shall make a determination as to appropriate discipline. That determination shall be communicated to the Employee in writing, along with all reasons for making such determination.

Section 8. Potential Disciplinary (and Non-Disciplinary) Actions.

In addition to the performance of their normal duties in a professional manner as prescribed by departmental operations procedures (SOP 200 – 295, as they may be amended, revised, supplemented or superseded), all Employees are required to maintain high standards of conduct, cooperation, efficiency and attitude in compliance with departmental general rules of conduct (SOP 110, as it may be amended, revised, supplemented or superseded). The Chief of Police or his designee shall direct Employees in a manner to achieve these objectives. Employees are held responsible and accountable for their own work performance, attitudes and behavior. Whenever work habits, conduct, or attitude fall below acceptable standards, the Chief of Police shall take immediate remedial steps to bring improvements. Such remedial steps may fall within a spectrum from informal discussion and advice to formal disciplinary action.

The following violations, without limitation, are among those considered just cause for disciplinary action: (i) Gross neglect of duty or refusal to comply with a supervisor's lawful instructions, unless such instructions are injurious to the Employee's or the general public's health or safety; (ii) Disobedience, insubordination or dishonesty; (iii) Indulging in offensive conduct or using offensive language towards the public or in public towards employees of the City of Glenpool; (iv) Any form of disorderly conduct or conduct not becoming a police officer; (v) Known criminal associations; (vi)

Misuse of departmental equipment or materials; (vii) Falsification of an official police record. Violations of law resulting in criminal conduct are outside the scope of this Article XXV; (vii) Excessive use of force or any other unwarranted belligerent or disrespectful conduct toward one or more citizens; and (viii) Intentional or repetitious violations of departmental written directives, including without limitation SOP's, policies, special directives, training materials, personnel directives, memoranda, or rules and regulations.

After receiving the report of findings and recommendations, following an investigation in a manner consistent with this Article XXV and which includes findings of a violation of any departmental standard operating procedure, any otherwise stated policy of the Department, or any of the foregoing standards of conduct, the Chief of Police or, as applicable, the City Manager shall determine the appropriate disciplinary action.

The Department may, as warranted and in accordance with the Employee's right to substantive and procedural due process as provided by this Article XXV, impose one or more of the following disciplinary actions:

(1) Oral Reprimand (record of oral reprimand to be made and entered into the affected Employee's Personnel File)

(2) Written Reprimand

(3) Shift Reassignment

(4) Suspension without pay

(5) Demotion, in rank and/or pay

(6) Termination

If the disciplinary action to be imposed is either of an oral reprimand, written reprimand or shift reassignment, such action may be taken directly by the Chief of Police. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager, with the concurrence of the Chief of Police and counsel of the City Attorney. The City Manager will provide the Employee with a letter documenting the disciplinary action. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

In cases deemed appropriate by the Chief of Police, the consequence of a finding that a complaint has been substantiated may not result in formal disciplinary action as provided by this Section 8. Documentation of the infraction and remedial action to be taken by the Employee, or training to be provided by the Department, may be reduced to a written Supervisory Notice. Such Notice will detail the Employee's deficiency/policy violation will be directed to the Employee and a copy routed to the Director of Human Resources to be placed in a file to be maintained separately from the Employee's permanent personnel file. The Notice will be retained on file for one (1) year and will be automatically purged upon expiration. Such Notices may be used for documentation related to an Employee's annual evaluation. For purposes of this Article XXV, a Supervisory Notices shall not be classified as a disciplinary action, but rather a management tool to keep Employees and management aware of ongoing employee performance.

<u>Section 9.</u> <u>Appeal/Grievance Procedures.</u>

If disciplinary action to be imposed is either an oral reprimand, written reprimand or shift reassignment, such action may be appealed to the City Manager, whose decision shall be final. The Employee shall nevertheless have recourse to the grievance procedure provided by Article IV of this Agreement.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager and may be appealed only through the grievance procedure.

In all cases a record of the disciplinary action, the reasons for it and the result of any appeal shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

An appeal of a disciplinary action may result in either of:

a. The Employee is exonerated and all discipline shall be vacated and the officer returned to the status and benefits as he had before the discipline was imposed; or
b. The discipline imposed shall be sustained and remain in place; or
c. The disciplinary action may be modified, provided that such modification may only result in a disciplinary action of lesser severity or a Supervisory Notice.

Disputes, disagreements or grievances resulting from any lack of clarity in language or otherwise arising for any reason in connection with the implementation of this Article XXV, and not resolved by internal appeal, shall be resolved through the grievance process provided by Article IV of this Agreement.

<u>Section 10.</u> <u>Fundamental Rights.</u>

a. No Employee shall be suspended, discharged, demoted, transferred, reassigned or denied promotion or otherwise be disciplined in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this Article XXV of this Agreement.
b. Employees are afforded any and all rights, protections, and guaranties, granted to any other employee of the City of Glenpool by the Constitutions of the United States and the State of Oklahoma, as well as any and all federal, state, and municipal laws, and ordinances.

c. No Employee shall be required to disclose the Employee's own or any member of the Employee's family or household's income, assets, debts, expenditures, or other financial information unless such information is unequivocally relevant to the investigation of a complaint, a conflict of interest investigation, or otherwise required by State or Federal Law.

d. No Employee shall be required under any circumstance to donate or contribute to any type of political or charitable campaign.

e. An Employee shall have the same rights and responsibilities to conduct the Employee's private, personal, or social life as other employees of the City of Glenpool, provided that such conduct does not jeopardize, degrade, or interfere with the interests or functions of the City or the Police Department.

Section 11. Probationary Employees.

The parties to this Agreement recognize the right of the Employer to implement a probationary period for newly hired Employees. It is the intent of the parties that probationary Employees shall not be entitled to the protections set forth in this Article XXV and agree that probationary Employees may be terminated for any cause, or without cause, without the right to proceed to arbitration.

Section 12. Criminal Investigations.

This Article XXV applies only to internal investigations of complaints that might reasonably be expected to result in administrative disciplinary proceedings and has no application to complaints alleging criminal conduct of any Employee. “Criminal” means that a sustained complaint could conceivably result in the filing of a criminal charge. Any complaint classified as a criminal complaint shall be reported immediately to the City Manager and sent to the Criminal Investigations Commander, as designated by the Chief of Police, for follow-up investigation and action in accordance with departmental SOP 320; CLEET policies; and any other applicable lawful requirements. In unusual circumstances, the Chief of Police may request the assistance of an outside agency such as the O.S.B.I. or the F.B.I. or D.E.A. to assist in conducting an internal criminal investigation.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ________ day of

________________, 2016.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY:________________________________
Timothy Lee Fox, Mayor

Attest:

____
Susan White, City Clerk

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY:________________________________
President or Lodge Representative

Attest:

____
Secretary

APPROVED AS TO FORM:

____
City Attorney

APPENDIX 1

POINTS AWARDED FOR TEST SCORES

Each applicant's written score shall be recorded as a raw score. This raw score shall be based on a possible one hundred (100) percent score. That percent will be the total points earned, i.e. 95% is equal to 95 points.

APPENDIX 2

POINTS AWARDED FOR ORAL REVIEW BOARD

In this category the applicant's total score is based on seventy five (75) points possible in the following manner:

1. The review board shall ask five (5) questions per applicant with each question being scored on a scale of one (1) to five (5) per question. (The total number of points possible for each board member is twenty five (25).
2. Each applicant's points shall be determined by totaling each raw score awarded them by each of the three (3) members of the oral review board. (The total number of points possible from all three (3) members is seventy five (75).
3. The applicant's total score will be included in the Officer's total promotional point score. (Appendix 6)

APPENDIX 3

POINTS AWARDED FOR SUPERVISOR RECOMMENDATION FORM

In this category the applicant's total score is based on seventy five (75) points possible:

1. Supervisor Recommendations for shall consist of three (3) categories with each category being worth a maximum of five (5) points.
2. Each recommendation form will have a total of fifteen (15) possible points.
3. There will be five (5) supervisors completing these recommendations for a total of seventy five (75) points possible.

APPENDIX 4

OFFICER'S PROMOTIONAL POINT SCORES

List each applicant's score from appendix 3/4/5 as noted below.

Written test score:	Max of 100
Oral board:	Max of 75
Supervisor recommendation:	Max of 75

Applicant's total score	Max of (250)

APPENDIX 5

PROMOTIONAL PROCESS MATRIX

Step 1-
Notify Eligible Officer of Opening and set date for response.

Step 2-
Eligible officer submit request to the Chief of Police

Step 3-
Department sets written testing date for eligible officers.

Step 4-
Department sets date for oral review board. Oral Boards commence

Step 5

Supervisors complete the supervisor recommendation form for each applicant

Step 6-
Promotional Committee calculate scores and completes a list with name and highest points earned first, then remaining list in descending order.

Step 7-
Chief receives list from Promotional Committee and promotes based on that list.

APPENDIX 4

SUPERVISORS RECOMMENDATION FORM

Supervisors will grade each applicant on a 1 to 5 scale. After the form is completed it will be sealed in an envelope. It will then be returned to the Chief's office to later be given to the Promotional Committee for tallying.

Applicants Name:__________________________ **Applicants Current Rank:__________________________**

	1	2	3	4	5
1. Leadership Skills -	☐	☐	☐	☐	☐
2. Communication Skills-	☐	☐	☐	☐	☐
3. Motivation Skills-	☐	☐	☐	☐	☐

Total_______

This section shall be completed by the Promotional Committee

Supervisors Name:__________________________ **Date:________________**

NOTICE
GLENPOOL UTIITLY SERVICE AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, June 20, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

A) Call to Order

B) Roll call, declaration of quorum

C) Scheduled Business

1) 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.
(Lowell Peterson, Trust Counsel)

2) Discussion and possible action to ratify action taken by City Council on Corporate Resolution No. 16-06-05 of the City of Glenpool, “Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated as of December 1, 2010."
(Lowell Peterson, Trust Counsel)

3) Discussion and possible action to ratify action taken by City Council on Corporate Resolution No. 16-06-06 of the City of Glenpool, “Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Lowell Peterson, Trust Counsel)

D) Adjournment

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

Signed:________________________________
Clerk