

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting on January 7, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to approve minutes from December 3, 2018 meeting. (Wendy Knight, Secretary) GIA - 03 Dec 2018 - Minutes - Pdf	2 - 15
2) Discussion and possible action to approve a budget amendment for account 50-6-14-6360 (Street Improvements) to satisfy payment requirements for the Public Improvements Reimbursement Agreement with St. Francis Hospital South LLC. (John Gonsalves, Treasurer) Budget Amendment St. Francis Payback Agreement	16 - 36

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 4, 2019 at 4:00 pm.

Signed: Wendy Knight

Secretary

MINUTES
GIA Meeting
Monday, December 3, 2018 Council Chambers 6:00 PM

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

COUNCIL ABSENT: Trish Agee

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Bart Harris

STAFF ABSENT: Lynn Burrow

Page

A Call to Order - Timothy Lee Fox, Chairman

Chairman Fox called the meeting to order at 7:53 p.m.

B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman

Ms. Knight called the roll, Chairman Fox declared a quorum present.

C Scheduled Business

- 1) Discussion and possible action to approve minutes from November 5, 2018 meeting.
(Wendy Knight, Secretary)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-	x			

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Lund				
	4	0	0	0

CARRIED.

- 2) Discussion and possible action to approve and authorize the Chairman of the Board of Trustees of the Glenpool Industrial Authority to execute the 2018-2019 Custodial Services Contract with Elite Cleaning of Tulsa. (Lea Ann Reed, Conference Center Director) 4 - 8

Ms. Reed presented and recommended Board approval of the 2018-2019 Custodial Services Contract with Elite Cleaning of Tulsa.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve and authorize the Chairman of the Board of Trustees of the Glenpool Industrial Authority to execute the 2018-2019 Custodial Services Contract with Elite Cleaning of Tulsa as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	0	0

CARRIED.

[Elite FY 2018-2019 staff memo](#)
[Elite FY 2018-2019](#)

- 3) Discussion and possible action to ratify the decision of the City Council to award Accu-Air LLC, the quote for the repair of an HVAC-RTU at the Glenpool Conference Center, to be paid from FY18-19 budget account 30-6-01-6273. 9 - 14

(David Tillotson, City Manager)

Mr. Tillotson recommended Board ratification of Council's motion to award the quote for repair of the Conference Center's HVAC unit to Accu-Air, LLC.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To award Accu-Air LLC, the quote for the repair of an HVAC-RTU at the

GIA
December 3, 2018

Glenpool Conference Center, to be paid from FY 18-19 budget account 30-6-01-6273 as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	0	0

CARRIED.

[Staff Report - Conference Center HVAC](#)
[Memorandum City Council Meeting 11 05 18 Conference Center HVAC Repair.](#)

D Adjournment

Chairman Fox declared the meeting adjourned at 7:58 p.m.



To: HONORABLE CHAIRMAN AND BOARD OF TRUSTEES, Glenpool Industrial Authority
From: Lea Ann Reed, Conference Center Director
Date: December 3, 2018
Subject: Renewal of Custodial Services Contract, Elite Cleaning of Tulsa

Background:

The attached Custodial Services Contract with Elite Cleaning of Tulsa provides the same terms and conditions as those agreed to by the Trustees for cleaning services to be provided by Elite for FY 2017-2018, except that the hourly charge for weekly hours in excess of 35 has been reduced from \$35 - \$25. All other services and fees remain unchanged.

Elite has provided satisfactory cleaning services for all of FY 2017-2018 and thus far in FY 2018-2019. Failure to execute a renewed contract commencing on July 1, 2018, was an oversight on our part and was no fault of Elite.

Staff Recommendation:

Staff recommends that the Authority Trustees approve the attached Custodial Services Contract and authorize the Chairman of the Board to execute said contract and take such other actions as may be needed for its full implementation.

Attachments:

- Proposed Custodial Services Contract with Elite Cleaning of Tulsa, FY 2018-2019

CUSTODIAL SERVICES CONTRACT

By this Custodial Services Contract (“**Contract**”), Elite Cleaning of Tulsa, an Oklahoma company, (“**Contractor**”) hereby agrees with the Glenpool Industrial Authority, an Oklahoma public trust having the City of Glenpool as its beneficiary, (“**Customer**”), as of the date this Contract is last executed by either party, to provide the necessary labor, material, supplies and equipment to perform the services identified and as provided herein (“**Services**”). Contractor and Customer acting jointly are the “**Parties**.”

CONTRACT WITH:	Glenpool Industrial Authority
SERVICES PROVIDED:	Professional Cleaning
SCOPE OF SERVICES:	See Section 5 below.
LOCATIONS OF SERVICES:	First floor (only) of the Glenpool Conference Center, 12205 S. Yukon Avenue; Both floors of Glenpool Police Department, 14600 S. Elwood Avenue, to include the Municipal Courtroom and all auxiliary rooms on second floor; and Utility Billing Building, 14526 S. Elwood Avenue.
PRICING AND PAYMENT TERMS:	Conference Center Services: \$2,859.50 per month Police Department: \$390.00 per month Utility Billing Building: \$250.00 per month Based on work schedule of 35 hours per week for all Services, plus \$25 per every hour in excess of 35, in accordance with days of week and time of day to be agreed upon separately by the Parties. Invoice submitted by 10 th of month following performance of Services will be paid no later than the 30 th of the same month. Prices will not change during the initial Term of the Contract defined below without notice and agreement by the Parties
INSURANCE:	Declaration Page attached for Commercial General Liability Insurance, naming Customer as additional insured Certification attached verifying compliance with Workers’ Compensation Statutory Minimum Requirements, or exemption
INITIAL TERM:	Commencement Date: Agreed, as of July 1, 2018 Termination Date: June 30, 2019, or upon conditions stated in this Contract
RENEWAL OPTION:	The Parties agree that, unless expressly terminated by notice prior to June 30, 2019, in accordance with provisions stated in this Contract, the Parties may negotiate for a renewal term of July 1, 2019 – June 30, 2020, by no later than May 1, 2019, but have no obligation to do so.

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an agent or employee of the Customer or of the City of Glenpool. All persons performing Services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the Customer or the City.

2. CONFIDENTIALITY:

Contractor accepts for itself and for any person performing Services under this Contract the duty to maintain confidentiality with respect to such business of the Customer as Contractor may have reason to learn solely during or because of the performance of the Services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the Customer and are therefore days on which the Contractor shall not be obligated to perform any Services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the Customer and noticed to Contractor.

4. TERMS OF PAYMENT:

The Customer agrees to pay Contractor the following rates which are fixed for the period of the Initial Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Initial Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Initial Term in the discretion of both Parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs. Contractor will submit all invoices monthly within ten (10) days following the month Services are performed, for payment within twenty (20) days from the date of the invoice.

5. SCOPE OF CLEANING SERVICES

General Cleaning Services

Includes vacuuming of carpets; mopping floors; dusting of furniture (provided that, Contractor will not be expected to remove papers or personal items from any desk or cabinet space); cleaning hard surfaces; removal of trash; restroom cleaning; and all reasonably related custodial duties, all in accordance with reasonable industry standards, at stated locations.

Special Cleaning Services:

Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the Parties.

Supplies and Equipment:

Customer shall provide, at its cost: All consumable products at no cost to Contractor (including, paper towels, toilet paper, hand soap, trash liners and similar standard consumable, replenished products).

GIA - 03 Dec 2018 Minutes Attachment

Contractor shall supply, at its cost: General cleaning supplies required to perform the Services (including, chemicals, cleaning devices, brooms, mops, mop buckets and similar standard supplies or equipment utilized in the custodial industry) will be provided by Contractor at its cost.

6. CUSTOMER OBLIGATIONS:

Customer agrees to:

Provide suitable, and lockable where feasible, storage space for all equipment and supplies belonging to Contractor.

Advise City of Glenpool employees to secure all personal and/or confidential items and leave desks as clear of paper as possible.

Assign one employee as the individual responsible for communication between Customer and Contractor for each site where Services are to be performed, or a single employee acting in this capacity for all sites, in Customer's discretion. The identity of such employee(s) and contact information will be provided separately.

7. TERMINATION:

This Contract shall continue in effect for the duration of the Initial Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, *provided that*, Customer reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the Customer acting in good faith.

8. ACCEPTANCE:

CUSTOMER: GLENPOOL INDUSTRIAL AUTHORITY

By _____ Date _____
Timothy Lee Fox
Chair, Board of Trustees

CONTRACTOR: ELITE CLEANING OF TULSA

By _____ Date _____
[Name] _____
[Title] _____

ATTEST:

SEAL

By: _____
Susan White, City Clerk

APPROVED:

By: _____
Lowell Peterson,
City Attorney and Trust Authority Counsel



To: Chair and Trustees

From: David Tillotson, City Manager

Date: November 28, 2018

Re: HVAC Repair Ratification

Background:

At the November 5th City Council meeting the Council voted to authorize the repair of the Conference Center's HVAC equipment. This item should have been placed on the Glenpool Industrial Authority agenda instead of the City Council agenda. We did not catch the discrepancy until the work had been completed and the invoice was being processed for payment. We are asking you as the GIA Board to ratify the decision of the Council to award Accu-Air LLC the quote to repair the HVAC unit at a cost of \$7,685.00 from Conference Center funds (Account #30-6-01-6273) so we can finalize the payment to them.

Staff Recommendation:

Staff recommends ratification of the Council's motion to award the quote for repair of the Conference Center's HVAC unit to Accu-Air, LLC.

Attachments:

- Staff Report from Nov 5th Council meeting.

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



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: CONFERENCE CENTER HVAC EQUIPMENT REPAIR

DATE: NOVEMBER 5, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a proposal received from Accu-Air, LLC covering the repair of an HVAC - RTU at the Glenpool Conference Center in the amount of \$7,685.00 as illustrated in the attached quote. The failed unit in question is one of the original 30-ton RTU's that cools the east foyer area on the first floor of the Conference Center. This particular RTU operates on a two-compressor system – one primary and the second compressor is an auxiliary unit that only operates as a back-up during times of excessive cooling need. The failed unit in this case is the primary compressor that operates virtually 100% of the time during the cooling season. As noted in the attachments, quotes for this repair/replacement work were solicited and received from three separate service companies:

- Quality Heating and Cooling: \$11,207.00
- Air Solutions: \$11,575.00
- Accu-Air, LLC: \$7,685.00

Staff Recommendation:

Staff has reviewed the quotes received for this repair work and has interviewed the owner of Accu-Air regarding the work involved with this project and feel that this company has the expertise and experience to perform the repair in a timely fashion and therefore recommends approval of their quote in an amount not to exceed \$7,685.00 to be paid from the approved FY 2018/2019 Budget: Item No. 30-6-01-6273.

Attachments:

A. Repair Service Quotes

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



Quality Heating & Cooling

City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

☎ (918) 770-2537
✉ cwallen@cityofglenpool.com

ESTIMATE	#20424
ESTIMATE DATE	Oct 15, 2018
TOTAL	

CONTACT US
PO Box 398
Glenpool, OK 74033

☎ (918) 518-5900
✉ cassie@quality-hc.com

ESTIMATE

Trane Compressor

Services	amount
Trane Compressor Only	\$11,207.00
Quality Heating & Cooling is proposing to replace compressor only for 30 ton RTU #14. This price includes new compressor, labor, refrigerant, labor and material.	
COMPRESSOR; CSHD161K0*0M R410A; 380-415/ N N 3/50-460/3/60, 13.4 TON, SCROLL, BRAZED CONNECTIONS, INTERNAL OVERLOAD PROTECTOR, FULL OIL CHARGE, OIL00080, WITH GKT04218 AND RSR002	
Total	\$11,207.00

Trane RTU

Services	amount
Trane 30 Ton RTU	\$56,310.00

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Quality Heating & Cooling is proposing to install a Trane 30 ton RTU to replace existing Trane 30 ton with bad compressor.

YCH360B4K-1A2ED1
DX Cooling, natural gas heat
460 Volt 60 Hertz 3 Phase
High gas heat capacity
Barometric relief
750/625 (60/50 hz) Supply fan drive
0-100% Economizer, reference enthalpy control
Constant volume (CV) - Zone temperature control
Louvered condenser coil hail guards
2nd-5th Year Replacement Compressor Warranty

Total	\$56,310.00
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Carrier RTU

Services	amount
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Carrier 30 Ton RTU	\$52,003.00
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Quality Heating & Cooling is proposing to install a Carrier 30 ton RTU to replace existing Trane 30 ton with bad compressor.

48A4E030-C-621EE High Gas Heating/30 Tons Cooling 460-3-60
OA Enthalpy ultra low leak economizer
No exhaust
CV Horizontal Comfortlink w Puron
High Gas Heat
Premium Efficiency 10 HP
Al/Cu Cond, Al/Cu Evap
CRHUMDSN001B00 Outdoor or Return Air RH Sensor
Hail Guards
4850A-ST1 Start-up, First Unit
Adapter curb

Total	\$52,003.00
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We appreciate your business!
OK108250

GIA - 03 Dec 2018 Minutes Attachment



Billing Address
City of Glenpool
12205 South Yukon Avenue
Glenpool, OK 74033 USA

Air Solutions
Heating, Cooling, Plumbing & Electrical Inc.
PO Box 428
Sand Springs OK 74063
(918) 241-2362

Estimate 17247839
Job 17238910
Estimate Date 10/12/2018
Completed Date
Customer PO

Job Address
City of Glenpool
12205 South Yukon Avenue
Glenpool, OK 74033 USA

Estimate Details

Replace compressor

Task #	Description	Quantity	Your Price	Your Total
HA8D	Complete Refrigerant Circulation Pumping System Renovation Flush and purge entire coolant system Install inline refrigerant filters Triple evacuation service Install performance enhancement system and compressor terminal kit Coolant system recharge and calibrate with clean refrigerant Install acid preventatives for a longer compressor life 12 month warranty (on pumping system)	1.00	\$11,575.00	\$11,575.00
				Sub-Total \$11,575.00
				Tax 0% \$0.00
				Total \$11,575.00

We Sincerely hope that we are the "Best Solutions for your Problems", If not please let us know. Thank you!

The listed price and specifications are satisfactory and are hereby accepted. Payment is due in full at completion of the job. This proposal is valid for 30 days, unless otherwise stated.

GIA - 03 Dec 2018 Minutes Attachment

Accu-Air L.L.C.

3450 W. 151st St. - Shipping
P.O. Box 468 - Mailing
Kiefer, OK 74041
(918) 230-0022

Quote

Date	Quote #
10/12/2018	1290

Name / Address
City of Glenpool 12205 S. Yukon Ave. Glenpool, Ok. 74033

Rep	Project
KF	

Description	Qty	Total
RTU #14 Heating & Cooling: Remove and replace compressor. 460 V / 3PH. compressor. Check system for leaks, pull into vacuum and recharge with R-410A refrigerant. System holds 56 LBS. of refrigerant. RECEIVED OCT 12 2018 BY A/P-FIN: GLENPOOL		7,685.00
Thank You for the opportunity to bid this project.	Total	\$7,685.00



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: John Gonsalves, Finance Director
Date: January 07, 2019
Subject: Budget Amendment (St. Francis Payback Agreement)

Background:

On February 1st, 2016 the City of Glenpool, Glenpool Industrial Authority and Saint Francis Hospital South, LLC entered into a public improvement reimbursement agreement for the purposes to facilitate and encourage the Development of certain parcel of property located within Lot 1, Block 1, St. Francis Glenpool Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033. The city and the Authority desire to encourage such development to obtain from the business the benefits of sales tax and utility revenues as well as related permitting fees for the City and to promote the general health and welfare of the citizens of the City. Per the agreement, the City is required to make thirty-nine (39) payments of \$23,803.55 per fiscal quarter and one final quarterly payment in the amount of \$23,803.72 from revenue derived from the 715 Sales Tax.

Per the agreement, the City will commence payment after the end of the first full fiscal quarter following completion of the public improvements and the acceptance thereof by the City. The City accepted the public infrastructure improvements on July 16th, 2018, therefore, payments should begin in January 2019. During the transition between the previous and current Director of Finance, this information was not conveyed and was not budgeted in the current budget. Therefore, staff is requesting a budget amendment of \$47,607.10 to cover the first and second quarter of 2019.

Staff Recommendation

Staff recommends a motion to amend the budget to increase account 50-6-14-6360 (Street Improvements) from \$522,638 to \$570,246 to satisfy the payment requirements stated in the attached public improvement reimbursement agreement.

Attachments

Public Improvements Reimbursement Agreement
Ordinance No. 715

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered as of the last date executed by the parties (the “**Effective Date**”), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the “**City**”), the **Glenpool Industrial Authority**, an Oklahoma public trust, (the “**Authority**”), acting in its own right and on behalf of the City, and **Saint Francis Hospital South, LLC**, an Oklahoma limited liability company (“**Hospital**”).

WHEREAS, Hospital owns a certain parcel of property (the “**Property**”) located within Lot 1, Block 1, St. Francis Glenpool Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033, in the area depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Development**”);

WHEREAS, Hospital intends to develop the Property into medical facilities and related improvements within the Development (the “**Business**”); and

WHEREAS, the City and the Authority desire to encourage such Development to obtain from the Business the benefits of sales tax and utility revenues as well as related permitting fees for the City and to promote the general health and welfare of the citizens of the City;

WHEREAS, to encourage the Development for the reasons stated above, the City desires to reimburse Hospital for a designated portion of its cost of making certain public infrastructure capital improvements, as further described in **Exhibit B** (the “**Public Improvements**”) from revenues collected from the 715 Sales Tax (as defined below);

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

1. PURPOSE; PUBLIC IMPROVEMENT COSTS; 715 SALES TAX

The purpose of this Agreement is to facilitate and encourage the Development by reimbursing Hospital for a designated portion of its costs to design, construct and install the Public Improvements (the “**Public Improvement Costs**”) which will serve the Development as well as the surrounding commercial and residential properties and the public at large. Consideration to the City and the Authority is that such Public Improvements would not otherwise be installed at the same time and place absent the efforts of Hospital. The parties expressly agree that the Public Improvements as described in Exhibit B do not include any traffic signalization as previously tentatively considered, inasmuch as the timing of such traffic signalization is indeterminate as of the Effective Date.

As used in this Agreement, “**715 Sales Tax**” means that certain twenty-nine hundredths of one percent (.29%) sales tax approved by the Glenpool City Council as Ordinance No. 715 adopted on February 1, 2016, which was approved by the registered voters (“qualified

electors”) of the City of Glenpool, Oklahoma, voting on same in the special election of April 5, 2016, a copy of which ordinance is attached hereto as **Exhibit C**. Ordinance No. 715 as specifically described in the preceding sentence is referred to in this Agreement as “**Ordinance No. 715**.”

2. MUTUAL CONSIDERATION

This Agreement is entered with the expectation that the Development will provide improved access to health care and create sustainable employment opportunities within Tulsa County as well as within the City. It is further anticipated that the Development will spur further economic growth in the surrounding area, thereby improving the economy within the City and Tulsa County and providing benefits that exceed the benefits conferred upon the Development by the Public Improvement Reimbursement Amount (as hereafter defined).

3. SCOPE OF BENEFIT CONFERRED

Except as set forth in that certain Privately Funded Public Improvements Agreement between and among the City, the Glenpool Utility Services Authority and Hospital dated April 4, 2016, the Development will, in its entirety, including without limitation the Public Improvements, be completely funded with no direct assistance from the City or any public trust of which the City is beneficiary, and all required permitting fees have been or shall be paid by Hospital as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely to obtain for the City the foregoing benefits, the City will provide reimbursement to Hospital for a designated amount of the Public Improvement Costs from revenues derived from the 715 Sales Tax as more particularly set forth herein.

4. REIMBURSEMENT OF IMPROVEMENT COSTS

Subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and with such Development plans as are submitted to the City for approval, the City hereby agrees to pay to Hospital the amount of **\$952,142.17** (the “**Public Improvement Reimbursement Amount**”) to reimburse Hospital for a portion of the Public Improvement Costs, as described in **Exhibit B**. Payment of the Public Improvement Reimbursement Amount shall be made in accordance with and subject to the following:

- A. The sole source of funds for the Public Improvement Reimbursement Amount will be derived from 715 Sales Tax revenues paid to the City, through its contract with the Oklahoma Tax Commission, to the extent generated by the 715 Sales Tax, as defined herein, on taxable retail sales within the City.
- B. Neither the City nor the Authority shall be liable for any errors or delays of payment of the Public Improvement Reimbursement Amount caused by action or inaction of the Oklahoma Tax Commission. However, the City shall use reasonable and timely efforts to correct or cause to be corrected any such errors or delays.

- C. Payments of the Public Improvement Reimbursement Amount by the City to Hospital will commence after the end of the first full fiscal quarter following the completion of the Public Improvements and the acceptance thereof by the City ("**Reimbursement Start Date**"). Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July – September; October – December; January – March; and April – June.
- D. The City will make installment payments of the Public Improvement Reimbursement Amount to Hospital as described in Section 4.E. of this Agreement on a quarterly basis following the **Reimbursement Start Date** for a period not to extend ten (10) years (*i.e.*, forty (40) quarters). The payments will be made by the City at the end of the calendar month immediately following the end of each fiscal quarter (as described above) in which 715 Sales Taxes are received by the City from the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital.
- E. Subject only to the limitations of Sections 4.F. and 6.B. of this Agreement, the City will make thirty-nine (39) payments to Hospital in the amount of **\$23,803.55** per fiscal quarter, and one final quarterly payment in the amount of **\$23,803.72** from revenues derived from the 715 Sales Tax and remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital. The City, in its sole and absolute discretion, may elect to make quarterly payments to Hospital of more than **\$23,803.55** per fiscal quarter, *provided that* in no case shall any such excess payment reduce the amount due for subsequent fiscal quarters as described above and further provided that total payments to Hospital under this Agreement will not be greater or lesser than the Public Improvements Reimbursement Amount.
- F. The City agrees to make no payment of less than **\$23,803.55** per fiscal quarter unless it first informs Hospital in as timely a manner as reasonably possible that revenues derived from the 715 Sales Tax for any fiscal quarter will fall short of that amount, in which case the full amount of 715 Sales Tax revenues will be pledged to meet the City's obligation to Hospital. Any such shortfall will be cured by increasing one or more subsequent payment(s), extending the payout period beyond forty (40) quarters, or by such other arrangement(s) as the parties agree in a written addendum to this Agreement.
5. **AUTHORIZATION TO UTILIZE 715 SALES TAX REVENUE TO PAY THE PUBLIC IMPROVEMENTS REIMBURSEMENT AMOUNT TO HOSPITAL**

The City represents and warrants that, subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and dedication of such Public Improvements to the City, or the Authority as applicable, (a) the Public

Improvements defined herein constitute capital improvements as authorized by Ordinance No. 715 to be paid from revenues received by the City from the 715 Sales Tax; (b) the Public Improvement Reimbursement Amount payable under the terms of this Agreement constitutes an obligation authorized by Ordinance No. 715 to be paid out of revenues received from the 715 Sales Tax and the special limited-purpose fund created thereunder; and (c) by signing this Agreement, the City is legally bound to pay Hospital the Public Improvement Reimbursement Amount in full in accordance with the terms hereof, subject only to the limitations of Sections 4.E. and 6.B. of this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS; CONSTITUTIONAL APPROPRIATION QUALIFICATION

A. The parties to this Agreement agree that the Constitution and laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied.

B. **Non-Appropriation.** Notwithstanding any provision of this Agreement with respect to an extended term of, or payment obligations under, this Agreement in excess of one-year, the parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making any payments contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. The City shall not be deemed in default of this Agreement for any failure to perform any monetary obligation necessitated solely by failure or refusal of the City Council to appropriate or allocate funds for performance. Should the funding of such extended term, or payment obligation, provided by this Agreement not be budgeted, appropriated or otherwise approved by the City Council during any fiscal year of the term of this Agreement beyond the fiscal year current as of the effective date of the Agreement, and only in such circumstance, the obligation to make payments to Hospital under this Agreement in future fiscal years is imposed solely on the Authority. The parties acknowledge that only this Section 6.B. of this Agreement applies to, or imposes any obligations on, the Authority.

7. AUTHORITY TO ENTER INTO AGREEMENT

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

8. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents and agrees to resolve the dispute through arbitration conducted by the American Arbitration Association (the "AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, and this provision. Should such disagreement or dispute arise, and if not settled within 60 days from the date of inception, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to initiate binding arbitration in accordance with the foregoing. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

9. EVENTS OF DEFAULT

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

- Hospital fails to complete the Public Improvements and apply for acceptance of the Public Improvements for City ownership and maintenance within twenty-four (24) months of the Effective Date of this Agreement;
- Hospital fails to provide reasonable substantiation of the actual costs of the Public Improvements upon request by the City; or
- Hospital is in default of any of its other obligations under this Agreement.

In the event any of the foregoing events occurs, the City (acting by the City Manager or his designee, the "**City Manager**") may issue written notice to Hospital advising Hospital that it has thirty (30) days to cure such default and/or advising Hospital that it is required to appear before the City Manager. If so requested by the City Manager, Hospital shall appear before the City Manager to verify that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. Hospital must cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or, if such default cannot be reasonably cured within such period of time, such longer period as is reasonably necessary to complete such curing provided that Hospital promptly commences cure within such 30-day period and pursues the same with due diligence to completion, or (b) the date separately agreed to in writing by Hospital and the City Manager. If Hospital fails to cure such default within the time period required by this paragraph, then the City Manager may at any time thereafter until such default is cured by Hospital, (i) if such default occurs prior to completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, issue a notice to Hospital advising Hospital that the City has elected to terminate this Agreement (the "**Termination Notice**"), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice after which neither party shall have any

further obligation to the other, or (ii) if such default occurs after completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, pursue and exercise any remedies available under applicable law. The sole remedy of the City in the event of a default by Hospital prior to Hospital's completion of the Public Improvements in accordance with the terms of this Agreement that is not cured in accordance with the foregoing is the termination of this Agreement.

B. The City and the Authority shall be in default of this Agreement if either of the City or the Authority fails to make payment of the Public Improvement Reimbursement Amount due hereunder to Hospital in accordance with the schedule and amounts provided by this Agreement or otherwise breaches any of its obligations under this Agreement. In the event any such foregoing event occurs, Hospital may issue written notice to the City and/or the Authority advising either or both that it has thirty (30) days to cure such default. If the City and/or the Authority fails to cure such default within thirty (30) days from the date it receives the foregoing notice from Hospital, then Hospital may proceed against the City and/or the Authority to collect all amounts due Hospital subject to the limitations of this Agreement and/or pursue and exercise other remedies available under applicable law.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar force majeure event beyond the reasonable control of such party or its agents or contractors. Upon the occurrence of an event of force majeure as described above, the party affected thereby shall make commercially reasonable efforts to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other; provided, however, that neither the City's nor the Authority's consent shall be required if (i) Hospital sells its interest in the Development to a third party and assigns this Agreement to such third party in connection therewith, and such assignee assumes all of Hospital's obligations hereunder in writing with a copy of such assignment and assumption provided to the City and the Authority or (ii) hospital assigns this Agreement to an affiliate of Saint Francis Health System, Inc.

12. BINDING EFFECT

Subject to Section 11, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of all parties, and signed by duly authorized

representatives of the City, the Authority and Hospital. A signed original of such modification or amendment shall be fastened to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE; PREVIOUS AGREEMENTS
SUPERSEDED

This Agreement constitutes the final and complete agreement and understanding among the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement.

15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when received or five days after verified delivery, whichever is earlier.

Address for notice to the City or the Authority:

David Tillotson, City Manager
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033
Email: dtillotson@cityofglenpool.com

Address for notice to Saint Francis Hospital
South:

6161 S. Yale Avenue
Tulsa, Oklahoma 74136
Attn: General Counsel
Email: jcsacra@saintfrancis.com

16. CONFIDENTIALITY REQUIREMENTS

Hospital, the City and the Authority acknowledge that, during the term of this Agreement, either party may or will have access to and receive information, records, files, data, or other materials of any description without limitation relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature (individually or collectively, "**Confidential Information**"). As used below in this Section, "**Disclosing Party**" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party, and "**Receiving Party**" is the party receiving or obtaining the Disclosing Party's Confidential Information. Each Receiving Party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the Disclosing Party to any person, or use any such Confidential Information for any purpose unrelated to its entry or performance under this Agreement, without the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its attorneys, accountants, lenders, investors and other advisors or contractors on a need to know basis and provided that any such party receiving such disclosure has entered into a confidentiality agreement at least as restrictive as this provision and is bound to keep the Confidential Information confidential. The Receiving Party shall be responsible for any breach by any such

persons of the terms hereof as if it directly breached this provision. Upon completion or termination of this Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party. This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its employees, subcontractors, agents or representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law, court order or competent authority of any governmental body in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

17. RECORDS AND AUDITS

Hospital acknowledges that either of the City and/or the Authority may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Hospital shall retain in its own records all books, documents, papers, records and other materials prepared by Hospital or provided by the City or the Authority to Hospital in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Hospital shall, as often as the City or the Authority City reasonably deems necessary, permit authorized representatives of the City, the Authority, State, or federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Hospital to the extent related to this Agreement provided and on condition that reasonable prior written notice is given to Hospital and that any such access and examination shall be made during the normal business hours of Hospital's business office.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City and the Authority, acting collectively, and Hospital is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City and the Authority and Hospital for any purpose.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If

any signature of this Agreement is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

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

CITY OF GLENPOOL

DATE EXECUTED

By: 
Timothy Lee Fox, Mayor

October 2, 2017

Attest:

By: 
City Clerk, Susan White

October 2, 2017

Approved as to form:

By: 
City Attorney, Lowell L. Peterson

10/2/17



GLENPOOL INDUSTRIAL AUTHORITY

DATE EXECUTED

By: 
Timothy Lee Fox, Chair

October 2, 2017

Attest:

By: 
Trust Clerk, Susan White

October 2, 2017

Approved as to form:

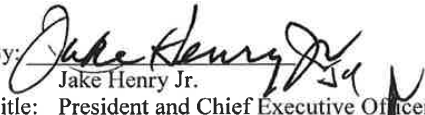
By: 
Trust Attorney, Lowell L. Peterson

10/2/17



SAINT FRANCIS HOSPITAL SOUTH, LLC
an Oklahoma non-profit limited liability company

By:

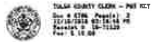
By: 
Jake Henry Jr.
Title: President and Chief Executive Officer

EXHIBITS

A – L1 B1 St. Francis Glenpool Addition

B – Project Improvement Costs Eligible for Reimbursement

C – Ordinance No. 715



TULSA COUNTY CLERK - NOTARY
JULIA A. BARNES
1000 N. LINCOLN
TULSA, OK 74106
P: 918.591.1234
F: 918.591.1235
WWW.TULSAOKLA.GOV

FINAL PLAT of Saint Francis Glenpool

PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 23, TOWNSHIP
17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
HUNTER OHLSEN
HUNTER OHLSEN TRUST
200 S.W. 80th STREET
OKLAHOMA CITY, OK 73126
(918) 591-1234
HUNTEROHLSEN.COM
COP DATE: 6/26/13

OWNER:
HUNTER OHLSEN TRUST
200 S.W. 80th STREET
OKLAHOMA CITY, OK 73126
(918) 591-1234
HUNTEROHLSEN.COM
COP DATE: 6/26/13

OWNER:
HUNTER OHLSEN TRUST
200 S.W. 80th STREET
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COP DATE: 6/26/13



EXHIBIT A



LEGEND:
S.S. - BUILDING SETBACK LINE
L.S. - LINE OF ADJACENT
U.S. - UNDEVELOPED

- NOTES:**
- ALL UNDEVELOPED AREAS MAY NOT BE PLANNED FOR FUTURE DEVELOPMENT.
 - THE PROPERTY DESCRIBED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - THE PROPERTY DESCRIBED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - THE PROPERTY DESCRIBED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 - THE PROPERTY DESCRIBED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

CERTIFICATE

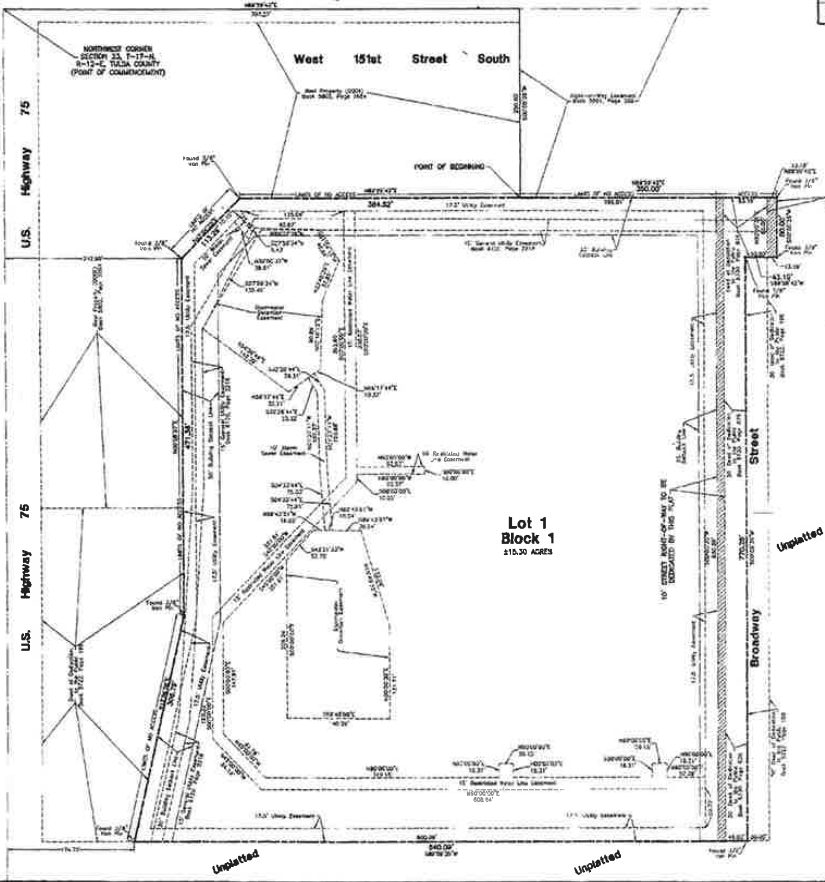
I hereby certify that all real estate taxes levied on the plat have been paid as reflected by the current tax rolls. Security as required has been provided to the amount of \$10,000 per acre except in the amount to be applied to 2018 taxes. This condition is NOT to be construed as payment of 2018 taxes. The condition is NOT to be construed as payment of 2018 taxes. The condition is NOT to be construed as payment of 2018 taxes.

Notary Seal
Tulsa County, Oklahoma
Notary Public
J. A. Barnes
Commission Expires 12/31/2016

STATE OF OKLAHOMA
COUNTY OF TULSA
I, Notary Public, do hereby certify that the above is a true and correct copy of the original as filed with me for record.

Witness my hand and seal this 13th day of June, 2013.

Notary Public
J. A. Barnes
Commission Expires 12/31/2016



Bought for

Sheet 2 of 2

EXHIBIT B

COST OF PUBLIC IMPROVEMENTS REIMBURSABLE TO ST. FRANCIS HOSPITAL SOUTH

S. Broadway Improvement Project	\$ 714,131.49	
W. 151 st Street Intersection, Ingress and Egress Corrections, Alignment with Medians	179,934.10	
Sanitary Sewer Line Extension, 151 st Street South to SFHS Property Line	116,646.02	
Water Line Extension	<u>96,431.05</u>	
Total Cost of Improvements	<u>\$1,107,142.66</u>	
LESS St. Francis' Cost Share – Proportional to 15 of 106 Benefited Acres (14%)	<u>154,999.96</u>	(1)
Recoverable Cost to St. Francis Hospital South Pursuant to Reimbursement Agreement Payable Quarterly over a Ten (10)-Year Period	<u>\$952,142.17</u>	

EXHIBIT C

ORDINANCE NO.715

AN ORDINANCE THAT: (A) LEVIES AND ASSESSES AND TWENTY-NINE HUNDREDTHS OF ONE PERCENT (0.29%) ON THE GROSS RECEIPTS OR PROCEEDS ON TAXABLE SALES OF GOODS AND SERVICES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF GLENPOOL, OKLAHOMA, IN ADDITION TO PRESENT SALES TAXES UPON SUCH GROSS RECEIPTS OR PROCEEDS, FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS PERTAINING TO ROAD AND STREET IMPROVEMENTS, WATER AND WASTEWATER SYSTEM IMPROVEMENTS, STORM SEWER IMPROVEMENTS, ACQUISITION OF PARKS MAINTENANCE EQUIPMENT, IMPROVEMENTS TO PUBLIC PARK LANDS AND FACILITIES, AND PROMOTING ECONOMIC DEVELOPMENT, ALL WITHIN SAID CITY, AND/OR TO BE APPLIED OR PLEDGED TOWARD THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF SAID CITY FOR SUCH PURPOSE; (B) PROVIDES FOR SUCH SALES TAX TO COMMENCE ON JANUARY 1, 2017; (C) PROVIDES FOR THE DURATION OF SUCH SALES TAX FOR NO MORE THAN 20 YEARS; (D) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH SALES TAX AND PENALTIES FOR THE FAILURE TO DO SO; AND (E) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY AND LAWFUL FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF THIS ORDINANCE

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

SECTION 1. CITATION AND CODIFICATION. This Ordinance shall be known and may be cited as "City of Glenpool Sales Tax Ordinance No. 715 of 2016."

SECTION 2. DEFINITIONS. In addition to such definitions of words, terms or phrases adopted in the text of this Ordinance, the definitions of words, terms or phrases contained in the Oklahoma Sales Tax Code, Title 68, Oklahoma Statutes, Section 1352, as amended, are hereby adopted by reference and made a part of this Ordinance.

SECTION 3. TAX COLLECTOR DEFINED. The term "Tax Collector" as used herein means, as applicable, the department of the City government or the Oklahoma Tax Commission duly designated according to contractual pursuant to Section 2702 of Title 68 of the Oklahoma Statutes, as amended, and authorized by law to assess, collect and enforce administer the collection of the sales tax hereby levied and remit the same to the City of Glenpool.

SECTION 4. CLASSIFICATION OF TAXPAYERS. For the purpose of this Ordinance, the classification of taxpayers hereunder shall be as prescribed by State law for purposes of the Oklahoma Sales Tax Code.

SECTION 5. STATE PERMITS. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to Section 1364 of the Oklahoma Sales Tax Code are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

SECTION 6. EFFECTIVE DATE. Pursuant to Section 2705 of Title 68 of the Oklahoma Statutes, this Ordinance shall become and be effective on and after January 1, 2017, subject to approval by a majority of the registered voters of the City of Glenpool, Oklahoma, voting on same in the manner prescribed by Title 11, Oklahoma Statutes, Sections 16-101 et seq., as amended.

SECTION 7. PURPOSE OF REVENUES.

A. Pursuant to Section 2701 of Title 68 of the Oklahoma Statutes, it is hereby declared to be the specific and limited purpose of this Ordinance to provide revenues to be placed in a separate, special fund to be used to fund capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purposes, including payment of the costs of issuance of such indebtedness.

B. "Capital Improvements," as used above in connection with "capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma," shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to, the purchase, lease or rental of machinery, equipment and fixtures and the acquisition of all real properties necessary in connection with the construction, reconstruction and repair of buildings, appurtenances and improvements to real property including the construction, reconstruction and repair of roads, streets, alleys, trails, sidewalks, and other public ways, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; the construction, reconstruction and repair of water facilities, sanitary and storm sewer systems and facilities, drainage improvements, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; in connection with public parks and park land, cultural and recreational facilities; and the costs and expenses related to the aforesaid including, design, engineering, architectural, acquisition of real property and legal fees.

C. There is hereby created a limited-purpose fund and all revenue generated by the sales tax hereby levied shall be deposited therein. Money in the fund shall be accumulated from year to year. The fund shall be placed in an insured interest-bearing account and the interest which accrues on the fund shall be retained in the fund. The fund shall be non-fiscal and shall not be considered in computing any levy when the municipality makes its estimate to the excise board for needed appropriations. Money in the

limited-purpose tax fund shall be expended only as accumulated and only for the purposes specifically described in this Ordinance, subject to approval by the voters.

SECTION 8. TERM OF TAX. The twenty-nine hundredths of one percent (.29%) sales tax hereby levied, if adopted by a vote of registered electors on April 5, 2016, shall take effect on January 1, 2017, being the first day of a calendar quarter, and shall be and remain in effect thereafter until such time as this Ordinance is repealed by a vote of the electors of the City at an election held for such purpose or upon the expiration of twenty years from the effective date of January 1, 2017, whichever occurs sooner; *provided that, if* the proceeds of any sales tax hereby levied are being used by the City of Glenpool for the purpose of retiring indebtedness incurred by the City or by a public trust of which the City is a beneficiary for the specific purpose for which the sales tax was imposed, the sales tax shall not be repealed until such time as the indebtedness is retired. However, in no event shall the life of the tax be extended beyond the duration of twenty (20) years unless a longer duration is submitted to and approved by the voters of the City.

SECTION 9. TAX RATE - SALES SUBJECT TO TAX. There is hereby levied in addition to all other taxes in effect in the City of Glenpool, Oklahoma, an excise tax of twenty-nine hundredths of one percent (.29%), upon the gross proceeds or gross receipts derived from all sales or services in the City of Glenpool, Oklahoma, upon which a consumer sales tax is levied by the State of Oklahoma under the Oklahoma Sales Tax Code in accordance with the Term of the Tax stated in Section 8 of this Ordinance.

SECTION 10. EXEMPTIONS. There is hereby specifically exempted from the tax levied by this Ordinance all items that are exempt from State sales tax under any section of the Oklahoma Sales Tax Code, including without limitation the transfer of such intangible personal property as is so exempted.

SECTION 11. TAX DUE DATE - RETURNS - RECORDS. The tax levied hereunder shall be due and payable to the Tax Collector at the time and in the manner and form prescribed for payment of the State sales tax under the Oklahoma Sales Tax Code.

SECTION 12. PAYMENT OF TAX - BRACKETS. The bracket system for the collection of the twenty-nine hundredths of one percent (.29%) City sales tax provided for herein by the Tax Collector shall be the same as is hereafter adopted by the agreement of the City of Glenpool, Oklahoma, and the Tax Collector, in the collection of the twenty-nine hundredths of one percent (0.29%) City sales tax provided for herein and any applicable State sales tax.

SECTION 13. TAX CONSTITUTES DEBT. Taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors, and may be collected by suit in the same manner as any other debt.

SECTION 14. VENDOR'S DUTY TO COLLECT TAX.

A. The tax levied hereunder shall be paid by the consumer or user to the vendor, as defined Section 1352(28) of the Oklahoma Sales Tax Code, as trustee for and on account of the City of Glenpool, and it shall be the duty of each and every vendor in this City to collect from the consumer or user, the full amount of the tax levied by this Ordinance, or any amount equal as nearly as possible or practicable to the average equivalent thereof. Any sum or sums collected or accrued or required to be collected or accrued hereunder shall be deemed to be held in trust for the City of Glenpool, Oklahoma, and, as trustee, any collecting vendor or holder of a direct payment permit as provided by Section 1362.1 of the Oklahoma Sales Tax Code, shall have a fiduciary duty to the City of Glenpool, Oklahoma, in regard to such sums and shall be subject to the trust laws of the State of Oklahoma. Any vendor who willfully or intentionally fails to remit the tax, after the tax levied by this article was collected from the consumer or user, and appropriates the tax held in trust to the vendor's own use, or to the use of any person not entitled thereto, without authority of law, shall upon conviction be guilty of embezzlement.

B. Vendors shall add the tax imposed hereunder, or the average equivalent thereof, to the sales price or charge for all non-exempt goods and services and, when added, such tax shall constitute a part of such price or charges, shall constitute debt from the consumer or user to such vendor until paid, and shall be recoverable at law in the same manner as other debts.

C. A vendor who, in any manner whatsoever, willfully or intentionally fails, neglects or refuses to collect the full amount of the tax levied by this Ordinance, or willfully or intentionally fails, neglects or refuses to comply with the provisions hereof or remits or rebates to a consumer or user, either directly or indirectly, and by whatsoever means, all or any part of the tax herein levied, or makes in any form of advertising, verbally or otherwise, any statement which infers that the vendor is absorbing the tax, or paying the tax for the consumer or user by an adjustment of prices or at a price including the tax, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), and upon conviction for a second or other subsequent offense shall be fined not more than One Thousand Dollars (\$1,000.00), or incarcerated for not more than sixty (60) days, or both; *provided that*, sales by vending machines may be made at a stated price which includes State and any municipal sales tax.

SECTION 15. RETURNS AND REMITTANCES DISCOUNTS. Returns and remittances of the tax hereby levied and collected shall be made to the Tax Collector at the time and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Sales Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Sales Tax Code for collection of State sales tax.

SECTION 16. INTEREST AND PENALTIES - DELINQUENCY. The provisions of Title 68, Oklahoma Statutes, Section 217, as amended, and of Title 68, Oklahoma Statutes, Sections 1350, *et seq.*, as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the tax levied by this Ordinance. *Provided that*, the failure or refusal of any taxpayer to make and transmit the

reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five days the taxpayer shall forfeit his claim to any discount allowed under this Ordinance.

SECTION 17. WAIVER OF INTEREST AND PENALTIES. The interest or penalty or any portion thereof accruing by reason of a taxpayer's failure to pay the City sales tax herein levied may be waived or remitted in the same manner as provided for such waiver or remittance as applied in administration of the State sales tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and to accomplish the purposes of this Section the applicable provisions of such Section 220 are hereby adopted by reference and made a part of this Ordinance.

SECTION 18. ERRONEOUS PAYMENTS - CLAIM FOR REFUND. Refund of erroneous payment of the City sales tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedure, and under the same limitations of time, as provided for administration of the State sales tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this Section, the applicable provisions of such Section 227 are hereby adopted by reference and made a part of this Ordinance.

SECTION 19. FRAUDULENT RETURNS. In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose for avoiding or escaping payment for any tax or portion thereof rightfully due under this Ordinance shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

SECTION 20. RECORDS CONFIDENTIAL. The confidential and privileged nature of the records and files concerning the administration of the City sales tax is legislatively recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, of the Oklahoma Sales Tax Code, and each subsection thereof is hereby adopted by reference and made fully effective and applicable to administration of the City sales tax as if here set forth in full.

SECTION 21. AMENDMENTS. The people of the City of Glenpool, Oklahoma, by their approval of this Ordinance at the election herein above provided, hereby authorize the City Council by subsequent ordinances duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax herein provided, nor the term, nor the purpose of the tax herein provided, shall be changed without approval by the qualified electors of the City as provided by law.

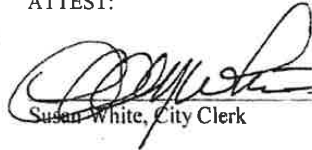
SECTION 22. PROVISIONS CUMULATIVE. The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

SECTION 23. PROVISIONS SEVERABLE. The provisions hereof are hereby declared to be severable and, if any section, subsection, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by any court of competent jurisdiction such decision shall not affect any other section, subsection, paragraph, sentence or clause hereof.

PASSED AND APPROVED by the City Council of the City of Glenpool this 1st day of February 2016.



ATTEST:


Susan White, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

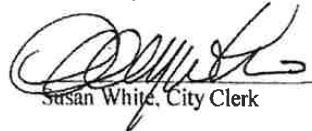

Lowell Peterson, City Attorney

STATE OF OKLAHOMA)
TULSA COUNTY) SS
CITY OF GLENPOOL)

I, the undersigned, the duly qualified and acting City Clerk of the City of Glenpool, Oklahoma, do hereby certify the foregoing is a true and correct and complete copy of the proceedings of the governing body of said City relating to the adoption of an Ordinance identified as Ordinance No. 715, as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the schedule of regular meetings for calendar year 2016 which was filed in my office prior to December 15, 2015, and the notice and agenda which was posted in prominent public view at the City Hall, 12205 S. Yukon Avenue, Glenpool, Oklahoma, at least twenty-four hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 1st day of February 2016.



Susan White, City Clerk

