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 Monday, June 4, 2018, 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 – Susan White, Secretary; Timothy Lee Fox, Chairman**

C) **Scheduled Business**

1) Discussion and possible action to approve minutes from May 7, 2018 meeting. (Susan White, Secretary) — 3 - 5

GIA - 07 May 2018 - Minutes - Html

2) Discussion and possible action to ratify action taken by the Glenpool City Council to adopt Resolution No.2018004, as it pertains to the FY 2018-2019 Annual Budget of the Glenpool Industrial Authority. (David Tillotson, City Manager) — 6 - 7

RESOLUTION 2018004

3) Discussion and possible action to approve and authorize execution of the Ad Valorem And Sales Tax Increment Reimbursement Agreement Implementing The Brookover Corner Increment District (Glenpool TIF District # 2) Project Plan, between the City/Glenpool Industrial Authority and Moab Development 1, LLC. (Lowell Peterson, City Attorney/Trust Counsel) — 8 - 35

STAFF MEMO 060418
Tax Reimbursement Agreement - MOAB 060418
EX A - Legal & Graphic
EX B - Projected Uses
EX C - SIGNED ORD #752 - Brookover Corner
EX D - QPC

4) Discussion and possible action to approve a Contingent Reimbursement Agreement by and among the City of Glenpool, the Glenpool Industrial Authority and Glentapp Development LLC, to reimburse a total of $354,540.60 in sales taxes generated by development proposed for Lot 1, Block 1, Southwest Crossroads Section 2 (Plat No. 6117). (David Tillotson, City Manager)

5) Discussion and possible action to approve a Contingency Reimbursement Agreement by and among the City of Glenpool, the Glenpool Industrial Authority and Glentapp Development LLC, to reimburse a total of $287,953.38 in sales taxes generated by development proposed for Lot 1, Block 1, Montapp Addition. (David Tillotson, City Manager)

D) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 1, 2018 at 4:30 p.m..

Signed: Susan White

City Clerk

MINUTES
GIA Meeting
Monday, May 7, 2018 Council Chambers 6:00 PM

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

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lowell Peterson
Susan White
John Gonsalves
Lynn Burrow

STAFF ABSENT: Rick Malone

A Call to Order - Timothy Lee Fox, Chairman

B Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman

C Scheduled Business

1) Discussion and possible action to approve minutes from April 2, 2018 meeting.
(Susan White, Secretary)

Moved by Momodou Ceesay, seconded by Tim Fox

To approve minutes as presented. Trustees Agee and Kearns each abstained because they were absent from the April 2, 2018 meeting.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			

Trish Agee			x	
Brandon Kearns			x	
Jacqueline Triplett-Lund	x			
	3	0	2	0

CARRIED.

2) Discussion and possible action to approve and ratify:

(i) Resolution No. 17014, adopted by the City Council on December 12, 2017, creating, authorizing and directing the City of Glenpool Local Development Act Review Committee to analyze the Developer's proposed Project Plan for Increment District No. 2, Glenpool, Oklahoma ("Brookover Corner Increment District") and to determine whether the proposed Project Area will qualify as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes and to submit its findings and recommendation to the Glenpool Planning Commission and to the City Council; and
(ii) Resolution No. 18-02-01, adopted by the Local Development Act Review Committee on February 26, 2018, finding that the proposed Project Area will qualify as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes and that the proposed Project Plan will have no adverse financial impact on any taxing jurisdiction or business activities within the proposed increment district and recommending approval of the Project Plan by the Glenpool Planning Commission and the City Council; and
(iii) Planning Commission Resolution No. 18-03-01, adopted Planning Commission on March 12, 2018, declaring the Project Plan to be in compliance with the Comprehensive Plan of the City of Glenpool and recommending approval of the Project Plan by the City Council; and
(iv) Ordinance No. 752, adopted by the City Council on May 7, 2018, upon conducting two duly noticed public hearings as required by the Local Development Act, which Ordinance creates City of Glenpool Tax Increment District No. 2 ("Brookover Corner Increment District"), provides for the apportionment of incremental ad valorem and sales tax to the payment of qualified Project Costs, and designates the Glenpool Industrial Authority as the Public Entity to carry out and administer the Project Plan; and
(v) Any and all other actions by any public body pertaining to approval or implementation of the Project Plan and assigning its administration to the Glenpool Industrial Authority.
(Lowell Peterson, City Attorney/Increment District Local Counsel)

Lowell Peterson, City Attorney/Increment District Local Counsel advised that it is appropriate for the Glenpool Industrial Authority Board of Trustees to review and affirm earlier action taken by the City Council concerning Tax Increment District No. 2 (Brookover Corner Increment District).

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve and ratify action taken by the City Council concerning the five items identified.

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

CARRIED.

D Adjournment
There being no further business the meeting was adjourned at 9:00 p.m.

RESOLUTION 2018004

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GLENPOOL TO COMPLY WITH AND OPERATE IN ACCORDANCE WITH THE MUNICIPAL BUDGET ACT AND APPROVE THE FY 2018-2019 ANNUAL BUDGET

WHEREAS, The Municipal Budget Act, Title 11 Oklahoma Statutes Sections 17-201 – 17-305, (the "Act") authorizes a municipality to prepare and approve an annual budget in accordance with the terms of the Act, and

WHEREAS, The Glenpool City Council, as the governing body for the City of Glenpool, has met all statutory requirements for publication of notice of the date, time and place of the required public hearing, together with the proposed budget summary and the municipal clerk has made available a sufficient number of copies of the proposed budget as the governing body determine and have them available for review or for distribution or sale at the office of the municipal clerk; and

WHEREAS, The Glenpool City Council has held a public hearing on the proposed budget no later than fifteen days prior to the beginning of the budget year, at which any person could present to the City Council comments, recommendations or information on any part of the proposed budget; and

WHEREAS, The proposed budget presents a complete financial plan for the City of Glenpool and presents information necessary and proper to disclose the financial position and condition of the City and the revenues and expenditures thereof, both past and anticipated; and

WHEREAS, The proposed expenditures do not exceed the estimated revenues and appropriated fund balance for any fund; and

WHEREAS, Revenues are classified separately by source and expenditures are departmentalized within each fund; and

WHEREAS, the Glenpool City Council has reviewed the proposed budget and is aware of the operations and projects planned for FY 2018-2019.

NOW THERFORE BE IT RESOLVED by the Glenpool City Council THAT:

A. The budget for fiscal year 2018-2019 be approved for the following funds and amounts:
SEE EXHIBIT A attached hereto and incorporated herein.

B. The Finance Director, with the approval of the City Manager, may make transfers between departments and accounts within a fund, provided that no expenditure may be incurred or made by any officer or employee which exceeds the fund balance for any fund, and further provided that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required.

C. Additional appropriations, and interfund transfers, must be approved by the Glenpool City Council prior to implementation.

D. No officer or employee of the City shall authorize, make or incur expenditures in excess of ninety percent (90%) of the appropriation for any fund of the budget as adopted or amended until revenues received, including the prior fiscal year's fund balance carried forward, totals an amount equal to at least ninety percent (90%) of the appropriation for the fund.

E. The Finance Director shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2019 in a manner described in the City of Glenpool Investment Policy.

F. The governing body may amend the budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenses for the fund due to:

1. Revenues received or to be received from sources not anticipated in the budget for that year;

2. Revenues received or to be received from anticipated sources but in excess of the budget estimates therefor; or

3. Unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget.

PASSED AND APPROVED this 4th day of June 2018.

____
Name: Timothy Lee Fox
Title: Mayor

Attest:

____
Name: Susan White
Title: City Clerk

City Of Glenpool
Creating Opportunity

Glenpool Industrial Authority

To: Mayor/GIA Board Chair and Councilors/Trustees, Respectively, of the Glenpool City Council and Glenpool Industrial Authority

From: Lowell Peterson, City Attorney/Trust Counsel

Date: June 4, 2018

Subject: Tax Reimbursement Agreement, implementing Ordinance No. 752 ("Brookover Corner Increment District")

Background:

On December 12, 2017, the City Council and the Glenpool Industrial Authority adopted and concurred with, respectively, Resolution No. 17014, which created, authorized and directed the City of Glenpool Local Development Act Review Committee to analyze Moab Development 1, LLC's Project Plan for Increment District No. 2, Glenpool, Oklahoma ("Brookover Corner Increment District") and to determine whether the proposed Project Area qualifies as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq*. of the Oklahoma Statutes ("Local Development Act") and to submit its findings and recommendation to the Glenpool Planning Commission and to the City Council.

By its Resolution No. 18-02-01, adopted on February 26, 2018, the Local Development Act Review Committee found that the Project Area does qualify as a "tax increment district" pursuant to the Local Development Act and that the Project Plan will have no adverse financial impact on any taxing jurisdiction or business activity within the proposed increment district and recommended approval of the Project Plan by the Glenpool Planning Commission and the City Council.

Resolution No. 18-03-01, adopted by the Planning Commission on March 12, 2018, declared the Project Plan to be in compliance with the Comprehensive Plan of the City of Glenpool and recommended approval of the Project Plan by the City Council.

Upon conducting two public hearings as required by the Local Development Act, the City Council adopted Ordinance No. 752 on May 7, 2018. This Ordinance officially created City of Glenpool Tax Increment District No. 2 ("Brookover Corner Increment District"), provides for the apportionment of incremental ad valorem and sales tax to the payment of Qualified Project Costs, and designates the Glenpool Industrial Authority as the Public Entity to carry out and administer the Project Plan.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Since adoption of Ordinance No. 752, the Oklahoma Department of Commerce, Oklahoma Tax Commission and Tulsa County Assessor's Office have been notified of the forthcoming tax allocation arrangements.

Tax Reimbursement Agreement

As the Council and the GIA did in the case of South 75 Business Park, Increment District # 1, the next step is to enter into a contract with the Developer that sets out all terms and conditions for the allocation of ad valorem and sales tax increments to reimbursement of the Developer for Qualified Project Costs.

The financing arrangements consist of establishing the currently assessed full market value for purposes of ad valorem taxation, called the "base assessed value;" calculating the ad valorem tax increments in excess of base assessed value that are attributable to improvements made on the District site for the Project; calculating unrestricted sales tax growth on taxable sales and services within the Project Area; then directing the OTC and the Tulsa County Assessor to direct one-half of the foregoing proceeds to the Developer up to the point that the Developer has been reimbursed $3,250,000 or ten years expire, whichever comes first.

The Project consists of commercially developing approximately 25 acres of land of the total 50-acre tract owned by the Developer on the northeast corner of U.S. Hwy 75 and State Hwy 67 (at approximately the southernmost corner of S. Casper Avenue and approaching 151st Street South).

Creation of the District will provide funding assistance necessary to grade and pave streets, extend water, sanitary sewer and storm sewer services, install other infrastructure for the Project and partner with St. Francis Hospital for signalization at the intersection of 151st Street and Broadway. In turn, the Project will serve as a catalyst for retaining and expanding employment and attracting major investment to the Project area and surrounding environs of the City, thus enhancing the tax base of the District.

The total pubic improvement development costs for the Project eligible for reimbursement are projected to be $3,250,000. This includes a cost estimate which supports the estimated amount for grading, paving, storm sewer, sanitary sewer, water and erosion control. The extensive private improvements proposed for the District will be funded with a combination of investor equity and bank financing. The Owner intends to use land within the District as collateral along with the anticipated reimbursements from the District. The Project is not feasible without reimbursement to the Developer of its upfront payment of Qualified Project Costs.

A combination of the following sources will be utilized to reimburse the Owner for its Qualified Project Costs up to the maximum of $3,250,000:

- 50% of the additional ad valorem taxes generated by the District for up to a maximum of ten years or $3,250,000, whichever comes first (in other words, the Taxing Jurisdictions will receive 100% of the current or "base" ad valorem tax value, and 100% of all ad valorem taxes generated by the Project after the reimbursement is complete); and

- 50% share of the City's unrestricted sales taxes generated by businesses within the Project area up to the date that the Developer reimbursement is satisfied, after which all sales tax will go to the City.

Staff Recommendation:

Staff recommends that the City Council adopt, and the GIA endorse, the Tax Reimbursement Agreement for setting out the operations of the Brookover Corner Increment District.

Attachments:

- Tax Reimbursement Agreement

AD VALOREM AND SALES TAX INCREMENT
REIMBURSEMENT AGREEMENT

IMPLEMENTING THE BROOKOVER CORNER INCREMENT DISTRICT
(GLENPOOL TIF DISTRICT # 2)
PROJECT PLAN

THIS AD VALOREM AND SALES TAX INCREMENT REIMBURSEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the last date executed by either party (the "**Effective Date**"), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**"), the **Glenpool Industrial Authority**, an Oklahoma public benefit trust (the "**Authority**" and, together with the City, "**Glenpool**") and **MOAB DEVELOPMENT 1, LLC**, a Texas corporation (the "**Developer**").

WHEREAS, Developer proposes to construct, develop and operate an enterprise to be known as Brookover Corner, on property belonging to the Developer and located on vacant un-platted land generally described as the northeast corner of U.S. Highway 75 and State Highway 67, abutting the eastern and northern boundaries of Casper Avenue, in the City of Glenpool; and as more particularly described on **Exhibit A** to this Agreement and incorporated herein by reference (the "**Project**"); and

WHEREAS, Developer intends to develop the Project into commercial businesses and related improvements that will generate substantial Ad Valorem and retail Sales Tax revenues (as such capitalized terms are defined in this Agreement) and other benefits to the City (the "**Businesses**"); and

WHEREAS, Developer may or may not intend to own and operate Businesses for the Term of this Agreement and, therefore, no terms or conditions of this Agreement shall prohibit Developer from transferring or selling some part of all of the premises of the Businesses, also known as the "**Project Area**" for purposes of implementing the Project Plan, attached hereto and incorporated herein as **Exhibit B**, to a related or unrelated party (a "**Subsequent Owner**") during the Term of this Agreement; and

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

WHEREAS, City has undertaken to create a tax increment district as provided in Ordinance No. 752, adopted by the Glenpool City Council on May 7, 2016, attached hereto and incorporated herein as **Exhibit C**, (the "**Ordinance**") and in accordance with and under the terms of the Local Development Act (the "**District**"); and

WHEREAS, in connection with the transfer by Developer of commercial sites out of the Project to Subsequent Owners, the obligations and benefits of this Agreement to Developer shall not also be transferred unless agreed to, in writing, by both Developer and Glenpool and, absent such written agreement, Developer shall retain all duties, obligations and liabilities of this Agreement; and

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

WHEREAS, Glenpool desires to encourage and assist the Project in order to obtain from the Businesses the benefits of Sales Tax and utility revenues, and to promote the general welfare of the City, and in order for the Glenpool Public Schools, the Glenpool Emergency Medical Services District and Tulsa County taxing jurisdictions to obtain from the Project, the benefit of incrementally increased Ad Valorem tax apportionments, by promising to Developer the reimbursement of Qualified Project Costs (as defined in the Project Plan, attached hereto and incorporated herein as **Exhibit D**) designated portions of Ad Valorem and Sales Tax increments when and as remitted by either of the Developer, Subsequent Owner or one or more of the Businesses, subject to conditions in this Agreement.

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

1. PURPOSE

The purpose of this Agreement is that, to the extent allowed under the Local Development Act and in accordance with the Project Plan and the implementing Ordinance, Glenpool may facilitate and assist the Project by enabling Developer to construct, operate and market suitable premises for the Businesses at a time and place earlier than would otherwise be feasible without reimbursement of a portion of Ad Valorem and Sales Tax incremental revenues (as defined in Section 4) provided by this Agreement.

2. MUTUAL CONSIDERATION

A. Consideration to Developer is that the Developer will be enabled to undertake all costs associated with construction and start-up of the Project with the assurance that all or a portion of such acquisition, construction and start-up costs will be recouped in the form of reimbursement from Ad Valorem and Sales Tax increments, as provided in accordance with the Local Development Act.

B. Consideration to Glenpool is that the Project will provide needed commercial and retail development within Tulsa County as well as within the City. Receipts from Ad Valorem and Sales Tax increments will in time exceed that portion of such increments which are pledged to reimbursement of Developer. Related infrastructure improvements, utility revenues and payment to City of all requisite fees for building and related permits, and any collateral benefits would be unattainable without the proposed reimbursement.

3. SCOPE OF BENEFIT CONFERRED

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

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

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

A. Ad Valorem Increments. The parties intend that fifty-percent (50%) of Ad Valorem tax increments generated within the District, over and above taxes on the base assessed value of property within the District, ("Increment(s)") will be utilized, together with Sales Tax Rebates, to reimburse Developer for qualified Project Costs, as that term is defined in the Local Development Act, until the earlier of ten years from the commencement date of the District or when payments have reached a maximum of $5,000,000.

B. Sales Tax Rebate. The Project Plan will also include an allocation of a portion of the City's sales taxes generated by Businesses within the Project area. Such allocation shall be equivalent to two-percent (2%) of all taxable sales that occur within the Project Area. As received by the Developer, this allocation shall reduce, dollar for dollar, the amount required to be reimbursed by the District. In other words, the total reimbursement from the District to the Developer shall be limited to the aggregate of ad valorem increment apportionments and sales tax rebates up to a maximum amount of $5,000,000 or a maximum reimbursement period of 10 years, whichever occurs first.

C. The sole source of funds for reimbursement to Developer of Ad Valorem Tax incremental revenues, will be derived from the portion ("Increment") of Ad Valorem taxes which is in excess of the amount of the portions of such taxes which are produced by the levy at the rate fixed each year by or for each Ad Valorem taxing jurisdiction upon the base assessed value of the District prior to the Commencement Date of the Project, as defined herein.

D. The sole source of funds for reimbursement to Developer of Sales Tax rebates will be derived from Sales Tax revenues which are actually paid to the City, through its contract with the Oklahoma Tax Commission, as generated by taxable retail sales of the Businesses (the "**Sales Tax**"). Glenpool shall not be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.

E. Reimbursement by the Authority to Developer from Increments will not commence before the beginning (January 1) of the first full calendar year following the calendar year in which eligible Project Costs (as that term is defined in the Local Development Act) are expended upon taxable improvements to the District. For purposes of this Agreement, such "**Ad Valorem Commencement Date**" is established as January 1, 2019. For purposes of this Agreement, reimbursements from Increments will discontinue with the Ad Valorem tax assessments occurring in January of 2028 ("**Ad Valorem Termination Date**").

F. Reimbursement by City to Developer from Sales Tax revenues will not commence before the end of the first full fiscal quarter following the first submission of Sales Tax revenue payments to the City by the Businesses. Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July-September; October-December; January-March; and April-June. For purposes of this Agreement, Sales Tax reimbursements will be payable from Sales Tax revenue submissions for the fiscal quarter commencing on January 1, 2019,("**Sales Tax Commencement Date**") and will terminate with reimbursements made from Sales Tax revenue submissions for the fiscal quarter ending December 31, 2028 ("**Sales Tax Termination Date**"). No Sales Tax receipts will be generated or remitted by the Developer or the Businesses, nor collected by the City, prior to the issuance of a certificate of occupancy for any Business in the District.

G. The Authority will make reimbursements from Ad Valorem Tax Increments to Developer described in this Section 4 on a biannual basis, corresponding to Ad Valorem payments in December of each tax year and March of the next.

H. The Authority will make reimbursements from Sales Tax revenues to Developer on a quarterly basis. Payments will be made by the City to the Authority at the end of the month immediately following the end of the fiscal quarter in which Sales Taxes paid by the Business are received by the City from the Oklahoma Tax Commission.

I. This Agreement shall be automatically terminated and rendered null and void, and City shall not be liable for any Ad Valorem Increment or Sales Tax reimbursements to Developer if Developer does not commence construction of the Project within 180 days from the Effective Date of this Agreement.

J. In no case shall the Term of this Agreement extend beyond the earlier of the receipt by the Developer of an aggregate of $5,000,000 in reimbursement of eligible Project Costs or December 31, 2028.

K. Glenpool and Developer acknowledge and agree that it is the intent and expectation of the parties to this Agreement that Developer shall undertake all expenses associated with the permitting, construction and operation of the Project and continuously own and operate the Project property for the Term of this Agreement. Notwithstanding the foregoing, no terms or conditions of this Agreement shall prohibit Developer from selling or otherwise conveying all or any part of the Project property to a related or unrelated third party during the Term of this Agreement (a "Subsequent Owner"). In the event that Developer does sell or otherwise convey its ownership interest in the all or any part of the Project Area during the Term of this Agreement, Developer shall execute, and shall require the Subsequent Owner to execute, written acknowledgement, in a form to be approved by City prior to execution, that such Subsequent Owner shall assume all duties and obligations, and shall receive all benefits, powers and rights, ascribed to Developer under the terms and conditions of this Agreement. It is further agreed between Glenpool and Developer that if such sale or conveyance to the Subsequent Owner does occur, all references to Developer shall apply with equal effect to the Subsequent Owner.

5. LIMITATIONS

The parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making the reimbursements contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. Notwithstanding this limitation, the parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to accommodate and facilitate the City's performance under this Agreement; provided that the City shall not be deemed in default of this Agreement for any failure of either party to perform necessitated solely by failure or refusal of the City Council to appropriate or allocate funds necessary for performance. Should the funding of the Sales Tax Rebate provided by this Agreement not be approved by the City Council for any fiscal year during the Term of this Agreement, as defined in Section 4.H., the Agreement shall terminate and become null and void.

6. AUTHORITY TO ENTER INTO AGREEMENT

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

7. DISPUTE RESOLUTION

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

8. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. Developer agrees to construct and operate the Business in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 8 by Developer shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. Developer or Subsequent Owner, as applicable, shall be in default of this Agreement if any of the following events occur:

- Developer or Subsequent Owner fails to purchase a valid building permit and commence construction of the Project within 180 days of the Effective Date;
- Developer or Subsequent Owner is in default of Section 8 of this Agreement; or
- Developer or Subsequent Owner, or Businesses as applicable, fails to remit Sales Tax revenues derived from the Businesses in a timely manner or fails to pay Ad Valorem taxes assessed in a timely manner.

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

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

10. FORCE MAJEURE

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

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, or 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.

12. BINDING EFFECT

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

13. AMENDMENT OF THE AGREEMENT

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

14. ENTIRE AGREEMENT; MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

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

15. NOTICE

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

Address for notices to Glenpool:	Address for notice to Developer:
City of Glenpool/Glenpool Industrial Authority Attention: Mayor/Chairman 12205 S. Yukon Ave Glenpool, OK 74033	Moab Development 1, LLC Attention: ______________________ [ADDRESS] [CITY/STATE/ZIP]

16. CONFIDENTIALITY REQUIREMENTS

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

17. RECORDS AND AUDITS

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

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

______________________________ ______________________________

Timothy Lee Fox, Mayor

ATTEST:

______________________________ ______________________________

Susan White, City Clerk

APPROVED AS TO FORM:

______________________________ ______________________________

Lowell Peterson, City Attorney

GLENPOOL INDUSTRIAL AUTHORITY DATE

______________________________ ______________________________

Timothy Lee Fox, Chair

ATTEST:

______________________________ ______________________________

Susan White, Secretary

APPROVED AS TO FORM:

______________________________ ______________________________

Lowell Peterson, Trust Counsel

MOAB DEVELOPMENT 1, LLC DATE

______________________________ ______________________________

Eric Waller, Managing Member

VERIFICATION

STATE OF _________________)
) ss.
COUNTY OF _______________)

Before me this ______ day of May 2018, stood ______________________________, whom I know personally to be, or proved himself to my satisfaction to be, the same person who signed the foregoing Tax Reimbursement Agreement and did so in his capacity as Managing Member of Moab Development 1, LLC, and did so of his own free will for the purposes stated therein.

My commission expires:

____
Notary Public

____

EXHIBIT A

LEGAL DESCRIPTION, STREET ADDRESS AND SKETCH OF INCREMENT DISTRICT NUMBER TWO, CITY OF GLENPOOL, OKLAHOMA

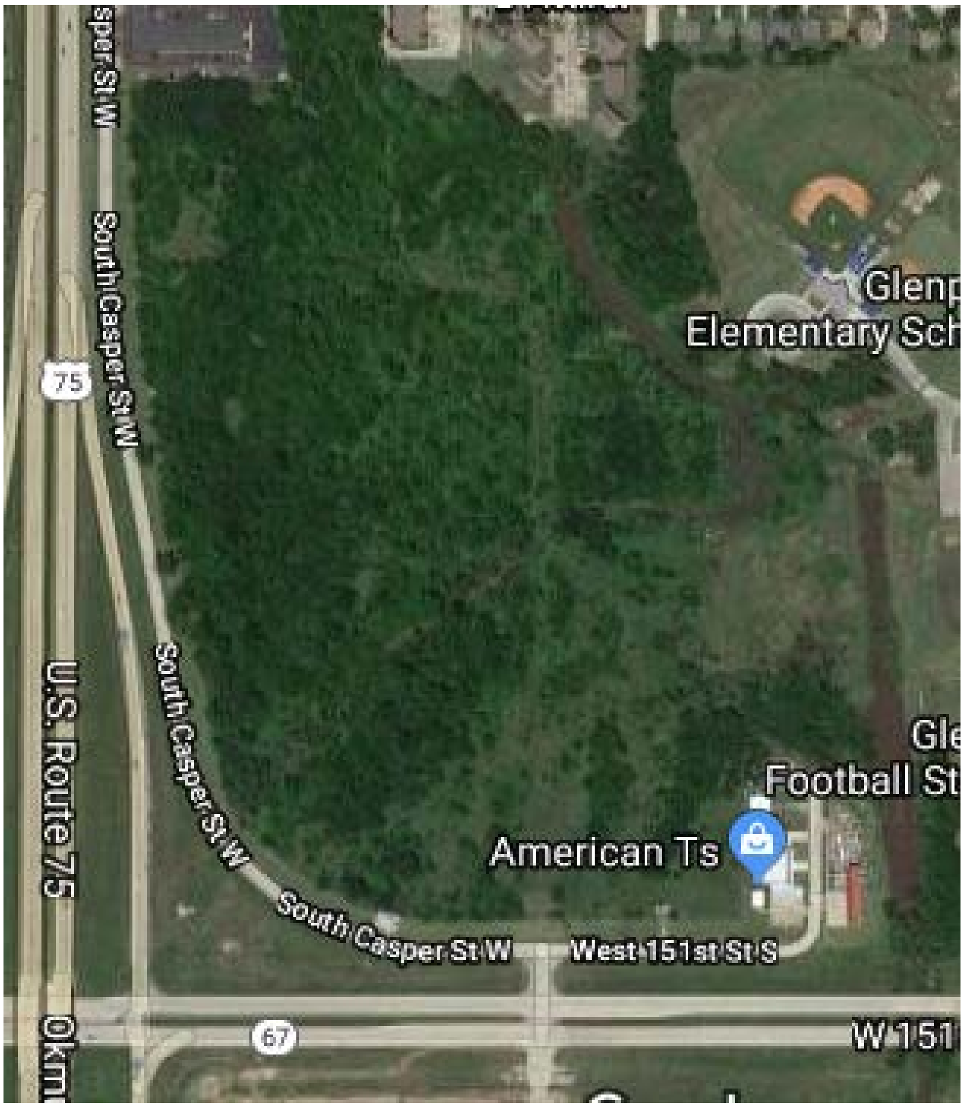
Addresses have not been assigned to the vacant, unplatted land on the northeast corner of U.S. Highway 75 and State Highway 67. The legal description is as follows:

Tract 1 (approximately 50 acres)

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

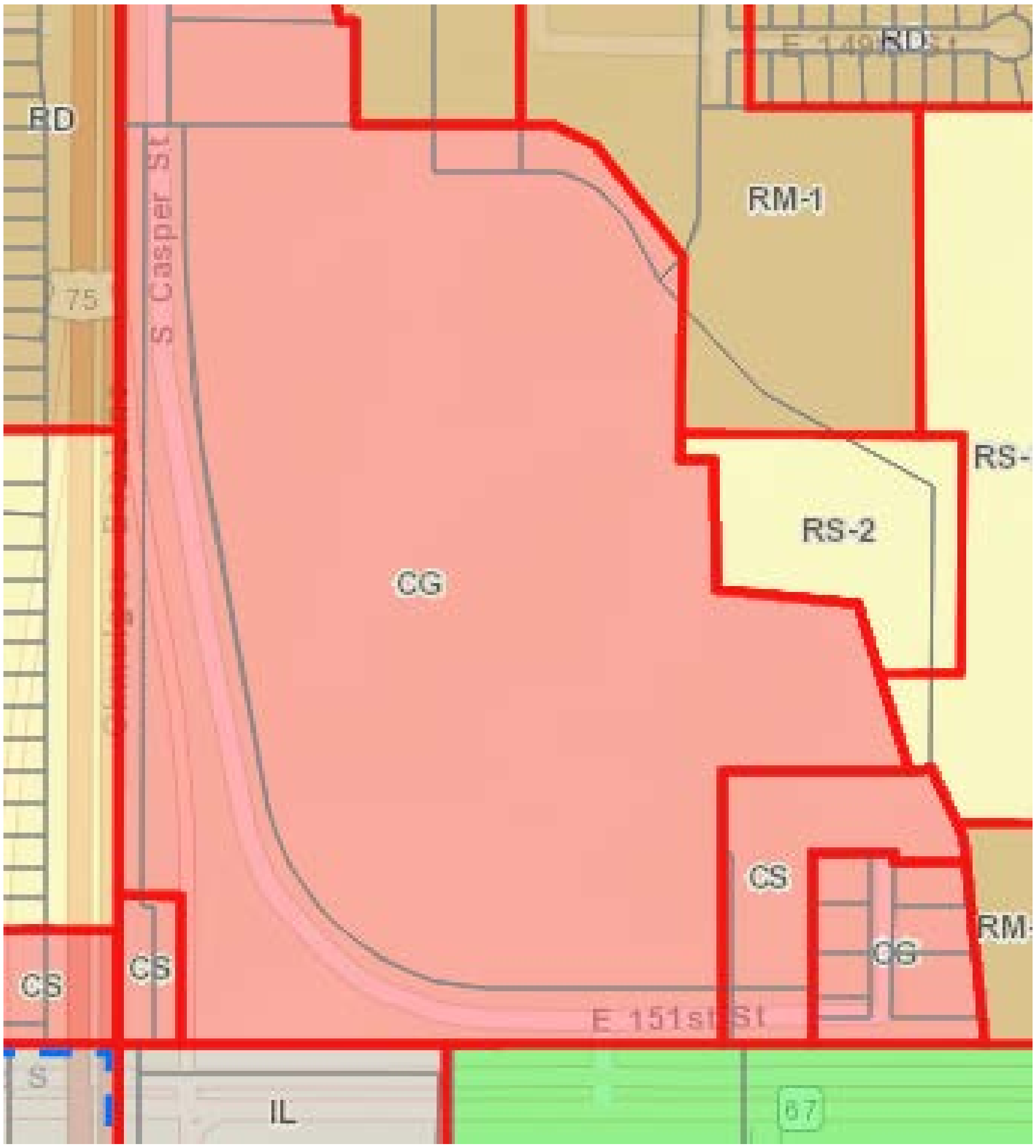
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 88°48'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1294.12 FEET; THENCE NORTH 01°11'46" WEST A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°48'14" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE FOR STATE HWY 67 A DISTANCE OF 490.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT BEING THE EASTERLY RIGHT OF WAY FOR HIGHWAY 75 HAVING A RADIUS OF 502.96 FEET, A CENTRAL ANGLE OF 79°42'08", A CHORD BEARING AND DISTANCE OF NORTH 51°22'17" WEST FOR 644.59 FEET, FOR AN ARC LENGTH OF 699.65 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 11°29'35" WEST A DISTANCE OF 606.69 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3749.72 FEET, A CENTRAL ANGLE OF 04°13'30", A CHORD BEARING AND DISTANCE OF NORTH 09°22'49" WEST FOR 276.44 FEET, FOR AN ARC LENGTH OF 276.50 FEET; THENCE NORTH 05°46'04" WEST CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 196.31 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3749.72 FEET, A CENTRAL ANGLE OF 03°17'31", A CHORD BEARING AND DISTANCE OF NORTH 02°37'19" WEST FOR 215.41 FEET, FOR AN ARC LENGTH OF 215.44 FEET; THENCE NORTH 00°59'11" WEST A DISTANCE OF 161.46 FEET; THENCE NORTH 88°47'33" EAST A DISTANCE OF 521.25 FEET BEING A POINT ON THE WEST LINE OF LOT 2 BLOCK 1 MAPLE LEAF ADDITION, RECORDED PLAT NO. 4518, AN ADDITION TO THE CITY OF GLENPOOL; THENCE SOUTH 01°02'47" EAST ALONG SAID WEST LINE OF LOT 2 BLOCK 1 MAPLE LEAF A DISTANCE OF 99.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88°47'20" EAST ALONG THE SOUTH LINE OF SAID MAPLE LEAF ADDITION A DISTANCE OF 230.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT AND CONTINUING ALONG SAID SOUTH LINE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 61°12'40" EAST FOR 200.00 FEET, AN ARC LENGTH OF 209.44 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF MAPLE LEAF ADDITION SOUTH 31°12'40" EAST A DISTANCE OF 153.08 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 OF SAID MAPLE LEAF ADDITION; THENCE SOUTH 43°16'06" EAST A DISTANCE OF 319.52 FEET; THENCE SOUTH 61°25'57" EAST A DISTANCE OF 416.86 FEET; THENCE SOUTH 01°08'03" EAST A DISTANCE OF 604.43 FEET; THENCE SOUTH 64°14'37" WEST A DISTANCE OF 26.70 FEET; THENCE SOUTH 88°52'22" WEST A DISTANCE OF 417.73 FEET; THENCE SOUTH 01°11'46" EAST A DISTANCE OF 171.11 FEET; THENCE NORTH 88°48'14" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 01°11'46" EAST A DISTANCE OF 293.74 FEET TO THE POINT OF BEGINNING

MAP OF EXISTING USES AND CONDITIONS OF THE PROJECT AREA WITHIN PROPOSED INCREMENT DISTRICT



No current commercial, residential or any other uses.

CURRENT ZONING



Currently zoned CG.

EXHIBIT B

ANTICIPATED PROJECT USES

BROOKOVER CORNER INCREMENT DISTRICT

EXHIBIT C

ORDINANCE NO. 752

AN ORDINANCE APPROVING AND ADOPTING THAT CERTAIN PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER TWO, CITY OF GLENPOOL, OKLAHOMA ("BROOKOVER CORNER INCREMENT DISTRICT") DATED FEBRUARY 26, 2018; RATIFYING AND CONFIRMING ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE LOCAL DEVELOPMENT ACT REVIEW COMMITTEE AND THE GLENPOOL PLANNING COMMISSION; ESTABLISHING INCREMENT DISTRICT NUMBER TWO, CITY OF GLENPOOL, OKLAHOMA; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; APPORTIONING INCREMENTAL AD VALOREM TAX REVENUES AND LOCAL SALES TAX INCREMENTS; CREATING THE BROOKOVER CORNER INCREMENT DISTRICT APPORTIONMENT FUND; DESIGNATING THE GLENPOOL INDUSTRIAL AUTHORITY AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZING SAID AUTHORITY TO MAKE MINOR PLAN AMENDMENTS; PROVISIONS FOR REPEAL OR MODIFICATION OF THIS ORDINANCE; DESIGNATING THE CHAIRMAN OF THE AUTHORITY AS THE PERSON IN CHARGE OF THE ADMINISTRATION OF THE PROJECT PLAN; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING THERETO; AND REPEALING ALL ORDINANCES OR RESOLUTIONS IN CONFLICTHEREWITH

WHEREAS, by letters dated November 30, 2017, Moab Development 1, LLC (the "**Developer**"), proposed the establishment of a "tax increment district" within the City of Glenpool, Oklahoma (the "**City**") to provide development financing assistance in connection with the Developer's proposal to construct public infrastructure improvements for the development of a multiuse commercial project to be designated "Brookover Corner," and located on vacant un-platted land generally described as the northeast corner of U.S. Highway 75 and State Highway 67, abutting the eastern and northern boundaries of Casper Avenue, in the City of Glenpool; and

WHEREAS, on December 12, 2017, the City of Glenpool City Council (the statutory governing body) adopted Resolution No. 17014, creating, authorizing and directing the City of Glenpool Local Development Act Review Committee to analyze the Developer's proposal and to determine whether the area described in the proposal would qualify as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq.* of the Oklahoma Statutes, (the "**Local Development Act**"); and

WHEREAS, the Developer's proposal has been incorporated into the terms of that certain "Project Plan Relating to Increment District Number Two, City of Glenpool, Oklahoma ('Brookover Corner Increment District')" dated December 5, 2016 (the "**Project Plan**"); and

WHEREAS, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the proposed tax increment district is located, as well as the public at large, has considered and made its findings and recommendations with respect to the condition establishing the eligibility of the Project Plan and the proposed tax increment district, all as required by and in accordance with criteria specified in the Local Development Act; and

WHEREAS, the Local Development Act Review Committee has also reviewed and considered the Project Plan; determined that the Project Plan conforms to the requirements of the Local Development Act; has made its finding that the proposed tax increment district will have no adverse financial impact on any taxing jurisdiction or business activities within the proposed increment district; and has stated its findings and recommendations in Resolution No. 18-02-01, adopted on February 26, 2018; and

WHEREAS, on March 12, 2018, the City of Glenpool Planning Commission adopted its Resolution No. 18-03-01 declaring the Project Plan to be in compliance with the Comprehensive Plan of the City of Glenpool and recommending approval of the Project Plan by the City Council; and

WHEREAS, on April 16, 2018, the City of Glenpool conducted the first duly noticed public hearing on the Project Plan for the purpose of providing information and to answer questions, with the Project Plan presented to the public by the City of Glenpool City Attorney/Local TIF District Counsel, all in accordance with Section 859 of the Local Development Act; and

WHEREAS, on May 7, 2018, the City of Glenpool conducted the second duly noticed public hearing on the Project Plan for the purpose of giving any interested persons the opportunity to express their views on the Project Plan, all in accordance with Section 859 of the Local Development Act; and

WHEREAS, all reasonable efforts have been made to allow full public knowledge and participation in the application of the Local Development Act to the review and approval of the proposed Project Plan and related tax increment district; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, in accordance with the provisions of the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Sections 301 et seq. of the Oklahoma Statutes, and all other applicable laws; and

WHEREAS, implementation of the Project Plan will be facilitated by designation of the Glenpool Industrial Authority (the "**Authority**") as the public entity authorized to carry out and administer the Project Plan and to exercise certain powers necessary thereto; and

WHEREAS, it is in the best interests of the City of Glenpool and its citizens to approve the Project Plan, to establish the proposed increment district and to authorize the Authority to undertake those programs and projects described therein.

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

SECTION 1. Approving and Adopting the Project Plan Relating to Increment District Number Two, City of Glenpool, Oklahoma. The Project Plan, as recommended by the Local Development Act Review Committee and the City of Glenpool Planning Commission, is hereby adopted and approved in the form presented to the Review Committee, the Planning Commission and this City Council.

SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings. All actions taken, and recommendations, findings and conclusions made in connection with the Project Plan by the Local Development Act Review Committee and the City of Glenpool Planning Commission are hereby ratified and confirmed.

SECTION 3. Establishing Increment District Number Two, City of Glenpool, Oklahoma. There is hereby established Increment District Number Two, City of Glenpool, Oklahoma in accordance with the provisions of Section 861 and other applicable provisions of the Local Development Act, which district shall be effective as of January 1, 2019, (the "Commencement Date") and shall continue for a term of ten (10) years, through December 31, 2028, unless such term is modified by subsequent action of the City Council or by full reimbursement of qualified Project Costs to the Developer, up to a maximum of Three Million Two Hundred Fifty Thousand And no/100 Dollars ($3,250,000.00). For identification purposes, Increment District Number Two, City of Glenpool, Oklahoma may also be referred to as the "Brookover Corner Increment District" or the "Increment District."

SECTION 4. Designating and Adopting Project Area and Increment District Boundaries. The boundaries of the Brookover Corner Increment District and the related Project Area are coextensive and are hereby adopted as set forth in **Exhibits A** and **B** attached hereto and made a part hereof.

SECTION 5. Adopting Certain Findings. In accordance with the Local Development Act, the City Council hereby finds THAT:

a. Boundaries of the proposed district are within an area requiring public improvements to serve as a catalyst for retaining or expanding employment, to attract major investment in the area and to preserve or enhance the tax base. Therefore, the proposed district qualifies as a "reinvestment area" pursuant to Section 853(17) of the Local Development Act, and, therefore, is eligible for designation as a tax increment district.

b. Contemplated private and public projects within the Brookover Corner Increment District are likely to enhance the value of other real property, increase ad valorem tax revenues to the affected taxing jurisdictions, and effectuate an increase in employment opportunities within the Brookover Corner Increment District, as well as promote the public interest.

c. All applicable guidelines specified in Section 852 of the Local Development Act have been and shall be followed in relation to the Brookover Corner Increment District and the Project Plan relating thereto, including but not limited to finding that the Project Plan presents a case where investment, development and economic growth are difficult but possible if the provisions of the Local Development Act are available and such investment, development and economic growth would not occur without implementation of the Local Development Act; and the City Council has taken care to exclude areas that do not fit the foregoing criteria.

d. The aggregate net assessed value of the taxable property in all increment districts within the City of Glenpool, as determined pursuant to Section 862 of the Local Development Act, does not and shall not exceed thirty-five percent (35%) of the total net assessed value of taxable property within the City.

e. The aggregate net assessed value of the taxable property in all increment districts within the City of Glenpool, as determined pursuant to Section 862 of the Local Development Act, does not and shall not exceed twenty-five percent (25%) of the total net assessed value of any affected school district located within the City.

f. The land area contained within all increment districts within the City of Glenpool does not and shall not exceed twenty-five percent (25%) of the total land area of the City.

g. The Project Plan is feasible, conforms to the Comprehensive Plan of the City, and complies with all currently applicable zoning requirements for the proposed use.

h. All purposes and procedures set forth herein for apportionment of ad valorem and sales tax increments, as authorized by Sections 6 and 7 of this Ordinance, conform to the Project Plan and to all applicable provisions of the Local Development Act.

SECTION 6. Apportioning Incremental Ad Valorem Tax Revenues. In accordance with the provisions of the Local Development Act, fifty percent (50%) of increments of all ad valorem taxes generated within the Brookover Corner Increment District, as such increments are determined and defined by the Local Development Act (the "**Ad Valorem Increment Revenues**"), are hereby apportioned and set aside from all other ad valorem taxes levied within the Brookover Corner Increment District, to be used exclusively for:

a. The payment or reimbursement of qualified project costs, as defined in Section 852(14) of the Local Development Act, as set forth in the Project Plan, and incurred in connection with the development or construction of the Project identified in the Project Plan (the "**Project Costs**");

b. Reimbursement of the City, or any agency thereof or public trust of which it is the beneficiary, which has paid Project Costs from funds which were not increments derived from the Brookover Corner Increment District, but only to the extent that such sums were paid as claimed; and

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

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

SECTION 7. Apportioning Incremental Sales Tax Revenues. In accordance with the provisions of the Local Development Act, fifty percent (50%) of increments of such sales taxes as are levied pursuant to Ordinances 40 and 176 of the City of Glenpool in an aggregate amount equivalent to three percent (3%) of retail sales (resulting in apportionment of one-and-one-half percent (1.5%) of retail sales) generated within the Brookover Corner Increment District, as such increments are determined and defined by the Local Development Act (the "Sales Tax Increment Revenues"), are hereby apportioned and set aside from all other sales taxes levied within the Brookover Corner Increment District, to be used exclusively for:

a. The payment or reimbursement of qualified Project Costs, as defined in Section 852(14) of the Local Development Act and as set forth in the Section 6 above incurred in connection with the development or construction of the Project identified in the Project Plan;

b. Reimbursement of the City, or any agency thereof or public trust of which it is the beneficiary, which has paid Project Costs from funds which were not increments derived from the Brookover Corner Increment District, but only to the extent that such sums were paid as claimed; and

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

The apportionment of fifty percent (50%) of sales tax increments pursuant to this Section 7 shall terminate upon the final payment or reimbursement of all Project Costs incurred in connection with the Project identified in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any Developer indebtedness, as defined in the Project Plan, issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto, together with the revenues apportioned in accordance with Section 6 hereof, exceed an aggregate sum of Three Million Two Hundred Fifty Thousand and No/One Hundred Dollars ($3,250,000.00) or extend beyond ten (10) years from the Commencement Date, whichever occurs first, unless such period is modified by subsequent action of the City Council acting upon approval by the Authority.

SECTION 8. Creating the Brookover Corner Increment District Apportionment Fund. During the period of apportionment, and subject to the City's subsequent right to repeal, modify or amend this Ordinance, the increments apportioned hereunder shall be transferred by the respective taxing authorities to the "Brookover Corner Increment District Apportionment Fund" (the "**Apportionment Fund**"), which fund shall be held by, and be the property of, the Authority (except that such fund may also be held by a trustee bank acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City of Glenpool, Oklahoma.

SECTION 9. Designating the Glenpool Industrial Authority as the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Amendments to the Project Plan. The Authority shall be and is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan in accordance with its respective responsibilities, and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act or the Public Trust Act, Title 60, Section 176 et seq. of the Oklahoma Statutes, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the Increment District's area; or (iii) does not affect more than five percent (5%) of the public costs of the Project Plan, all as determined on a cumulative basis.

SECTION 10. Designating the Chairman of the Glenpool Industrial Authority as the Person in Charge of the Administration of the Plan. The Chairman of the Authority, or his or her successor-in-office, shall be the person in charge of implementation of the Project Plan.

SECTION 11. Appeal or Modification of Ordinance; No Contractual Obligations Past the Fiscal Year. The City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year regarding the establishment or maintenance of the Brookover Corner Increment District, or the apportionment of ad valorem tax or sales tax increments; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives. All Developer bonds, notes, or other evidence of indebtedness issued pursuant to this Ordinance or the Project Plan shall state that such evidence of indebtedness is not a debt, general or special, liability or obligation of the City of Glenpool or the State of Oklahoma or any other agency or authority of either of such entities, including the Authority. The bond, note or other evidence of indebtedness shall further state that the issuance thereof does not give rise to a charge against the general credit or taxing powers of the City of Glenpool, or a claim on the revenues or resources of the State of Oklahoma, and that such evidence of indebtedness is not an obligation of the Authority.

SECTION 12. Further Obligations in Connection with the Adoption of this Ordinance. The City, by approval of the Project Plan and adoption of this Ordinance further directs THAT:

a. Within thirty (30) days after the creation of the Increment District created by this Ordinance, pursuant to Section 867.1 of the Local Development Act, the City shall cause the City Clerk to notify the Oklahoma Tax Commission, upon such form as the Commission shall prescribe, of (i) the geographic area where the Increment District is located; and (ii) that there is not and will not be indebtedness incurred the repayment of which will partially or entirely be paid from incremental tax revenues apportioned for such purpose.

b. Within thirty (30) days of approval of the Project Plan by this Ordinance, the City of Glenpool, the Authority and the Developer shall enter into a binding agreement that sets forth the qualified Project Costs that may be reimbursed to the Developer in accordance with the Project Plan and this Ordinance as well as all terms and conditions governing the administration of the Project Plan, such agreement to be submitted to the City Council for approval upon confirmation of its conformity to the provisions of the Project Plan, this Ordinance and the Local Development act.

c. Within ninety (90) days of approval of the Project Plan by this Ordinance, the Tulsa County Assessor shall determine the total assessed value of all taxable real property and all taxable personal property within the boundaries of the Increment District and shall certify such determination as the "base assessed value" for the Increment District pursuant to Section 862 of the Local Development Act, and it shall be the responsibility of the Authority to monitor the status of this assessment.

d. If the Increment District created by this Ordinance has been in operation for as much as a consecutive nine (9) month period as of the 90th day following the end of any municipal fiscal year, the City Council shall cause to be submitted to the appropriate officer of each taxing jurisdiction affected by the Increment District a report that includes: (i) the amount and source of revenue captured and apportioned under the Project Plan; (ii) the amount and purpose of expenditures of tax increments; (iii) the Increment District base and current assessed values; (iv) total amount of tax increments received and apportioned; (v) the name of the current chairman of the Authority or other person currently in charge of implementation of the Project Plan; (vi) the names of any persons who may have a conflict of interest; and (vii) any other information necessary to show compliance with the Project Plan. A summary of the relevant information of this report shall be published in a newspaper of general circulation within the City and the full report shall be available for public inspection.

e. Upon expiration of the term of the Increment District or the payment or reimbursement of all Project Costs as set forth in Sections 6 and 7 of this Ordinance, the City Council shall cause an ordinance repealing this Ordinance to be adopted.

SECTION 13. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by competent legal authority, such portion shall not affect the validity ofthe remaining portions ofthis Ordinance.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days following its final adoption, as provided by Oklahoma law.

PASSED and ADOPTED by the City Council of the City of Glenpool, Oklahoma this 7th day of May 2018.

CITY OF GLENPOOL, OKLAHOMA

Timothy Lee Fox, Mayor

CITY OF GLENPOOL
OFFICIAL
SEAL
TULSA COUNTY, OKLAHOMA

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney/Local TIF District Legal Counsel

EXHIBIT D

QUALIFIED PROJECT COSTS

Brookover Corner Increment District
Projected Development Costs

1. AAB Engineering Cost Estimates:		
Grading	$ 659,800	
Paving	$ 261,735	
Storm Sewer	$ 497,177	
Sanitary Sewer	$ 100,567	
Water	$ 86,947	
Contingency	$ 240,934	
		$1,847,160
2. Permitting		$ 40,000
3. Shared expenses of Broadway/State Hwy 67 Traffic Signalization		$ 250,000
3. Engineering/Surveying Fees		$ 250,000
4. Landscaping/Signage		$ 150,000
5. Legal fees re: establishment of the TIF District		$ 40,000
6. Administrative fees - Glenpool Industrial Authority (10,000/year x 10 years)		$ 100,000
7. Financing costs/interest expense		$ 572,840
TOTAL		**$ 3,250,000**

Brookover Corner Preliminary Estimate
Roadway, Utilities, and Detention Facility
November 28, 2017

Grading

Item Number	Item Description	Units	Quantity	Unit Cost	Cost
1	Stabilized Construction Entrance	EA	1	$ 3,800.00	$ 3,800.00
2	Clearing, Grubbing, Tree Brush and trash Removal and/or disposal by burning, including all permits and/or dump fees	LS	1	$ 120,000.00	$ 120,000.00
3	Stripping & Stockpiling Topsoil	LS	1	$ 35,000.00	$ 35,000.00
4	Erosion Control	AC	45	$ 500.00	$ 22,500.00
5	Temporary seeding	AC	45	$ 950.00	$ 42,750.00
6	Permanent Seeding	AC	45	$ 1,350.00	$ 60,750.00
7	On-site Excavation and Backfill (64,113 (cut) CY, 59,830 (fill) CY)	LS	1	$ 275,000.00	$ 275,000.00
8	Detention Facility	EA	2	$ 50,000.00	$ 100,000.00
				GRADING BID SUBTOTAL:	$ 659,800.00

Paving

Item Number	Item Description	Units	Quantity	Unit Cost	Cost
9	Fine Grading	SY	7000	$ 1.50	$ 10,500.00
10	Bermuda Sod	SY	1405	$ 3.50	$ 4,917.50
11	8" Subgrade Method B	SY	7000	$ 6.00	$ 42,000.00
12	2'-2" concrete Curb and Gutter (6" barrier)	LF	4210	$ 13.00	$ 54,730.00
13	1 1/2" Type 'B' Asphalt Pavement (insoluble)	SY	5425	$ 7.50	$ 40,687.50
14	6" Type 'A' Asphalt Pavement	SY	5425	$ 18.00	$ 97,650.00
15	Utility Serice Conduit Crossings	EA	15	$ 750.00	$ 11,250.00
				PAVING BID SUBTOTAL:	$ 261,735.00

Sanitary Sewer

Item Number	Item Description	Units	Quantity	Unit Cost	Cost
16	Linear Feet, Right-of-way Clearing and Restoring,	LF	2085	$ 1.50	$ 3,127.50
17	Cubic Yards, Excavation and Backfill, Unclassified	CY	1620	$ 3.50	$ 5,670.00
18	8" Polyvinyl Chloride Pipe (SDR 26), ASTM D3034 (assumed 25% of total)	LF	521	$ 32.00	$ 16,672.00
19	8" Polyvinyl Chloride Pipe (SDR35), ASTM D3034	LF	1564	$ 32.00	$ 50,048.00
20	Standard 4' I.D. Manhole, 6' Deep or Less	EA	7	$ 2,800.00	$ 19,600.00
21	8"x4" In-Line Tee, Plug and Riser, With Mylar Tape	EA	17	$ 250.00	$ 4,250.00
22	Connect to Existing Manhole	EA	1	$ 1,200.00	$ 1,200.00
				SANITARY SEWER BID SUBTOTAL:	$ 100,567.50

Waterline

Item Number	Item Description	Units	Quantity	Unit Cost	Cost
23	Linear Feet, Right-of-way Clearing and Restoring,	LF	1850	$ 1.50	$ 2,775.00
24	Cubic Yards, Excavation and Backfill, Unclassified	CY	835	$ 3.50	$ 2,922.50
25	8" Polyvinyl Chloride AWWA C-900,DR14	LF	1850	$ 27.00	$ 49,950.00
26	8" Gate Valve	EA	8	$ 1,050.00	$ 8,400.00
27	8" Miscellaneous Fittings	EA	30	$ 350.00	$ 10,500.00
28	Fire Hydrant Assembly	EA	4	$ 3,100.00	$ 12,400.00
				WATERLINE BID SUBTOTAL:	$ 86,947.50

Storm Sewer

Item Number	Item Description	Units	Quantity	Unit Cost	Cost
29	Right of Way Clearing and Restoring	LF	1845	$ 1.50	$ 2,767.50
30	Excavation and Backfill	CY	1580	$ 3.50	$ 5,530.00
31	15" RCP	LF	25	$ 65.00	$ 1,625.00
32	18" RCP	LF	100	$ 72.50	$ 7,250.00
33	24" RCP	LF	50	$ 73.50	$ 3,675.00
34	30" RCP	LF	435	$ 82.50	$ 35,887.50
35	36" RCP	LF	590	$ 98.00	$ 57,820.00
36	42" RCP	LF	315	$ 121.50	$ 38,272.50
37	48" RCP	LF	330	$ 145.00	$ 47,850.00
38	CICI Inlet	EA	5	$ 7,000.00	$ 35,000.00
39	5' I.D. Manhole	EA	2	$ 3,250.00	$ 6,500.00
40	6' I.D. Manhole	EA	1	$ 4,500.00	$ 4,500.00
41	10' x 6' Reinforced Concrete Box	LF	300	$ 650.00	$ 195,000.00
42	Standard PCES for 42" Pipe	EA	1	$ 4,500.00	$ 4,500.00
43	Standard PCES for 48" Pipe	EA	1	$ 6,000.00	$ 6,000.00
44	Triple 10' x6' RCB Headwall	EA	2	$ 22,500.00	$ 45,000.00
				STORM SEWER BID SUBTOTAL:	$ 497,177.50

Contingency (15%)	$ 240,934.13
TOTAL PRELIMINARY ESTIMATE	$ 1,847,161.63