

**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, October 2, 2017, 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 September 5, 2017 meeting. (Susan White, Secretary) IND AUTH MINUTES 090517	2
2) Discussion and possible action to concur with action taken in the City Council meeting to approve a Public Improvements Reimbursement Agreement among the City of Glenpool, the Glenpool Industrial Authority, and Saint Francis Hospital South, LLC. (Lowell Peterson, City Attorney) Staff Report 100217 Final Reimbursement Agreement - Executed 100217 EX A - Saint Francis Glenpool PLAT 011817 EX B - Net Recoverable to SFHA per Agreement 091317 EX C -ORDINANCE NO 715	3 - 24
3) Discussion and possible action to approve a proposal from Global Sign Solutions to purchase a L.E.D. backlit wall sign for the Glenpool Conference Center, at a cost not to exceed \$6,200.00. (Lea Ann Reed, Conference Center Director) 20171002 Conf Ctr sign	25 - 26

D) Adjournment

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

Signed:

City Clerk

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING
September 5, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice-Chairman; Brandon Kearns; and Jacqueline Triplett-Lund. Trustee Patricia Agee was absent.
Staff present: Julie Casteen, Trust Treasurer and Wes Richter, Director of Public Works. Lowell Peterson, Trust Attorney and Susan White, Trust Secretary were absent.

- A) Timothy Fox, Chairman called the meeting to order at 7:19 p.m.**
- B) Julie Casteen, Deputy Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**
- 1) Discussion and possible action to approve minutes from August 7, 2017 and August 21, 2017 meetings.**
MOTION: Vice-Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.
FOR: Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Kearns
AGAINST: None
ABSENT: Trustee Agee
Motion carried.
- D) Adjournment**
- There being no further business, Chairman Fox declared the meeting adjourned at 7:20 p.m.

Date

Chairman

ATTEST:

Secretary

Lowell Peterson

City Attorney/City Prosecutor
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033
Tel. (918) 209-4647
Fax (918) 209-4641
Mobile (918) 805-4090
lpeterson@cityofglenpool.com

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell L. Peterson, City Attorney
Date: October 2, 2017
Subject: Public Improvements Reimbursement Agreement with St. Francis Hospital South, LLC

Background:

As Council will recall, Ordinance No. 715, establishing a twenty-nine hundredths (0.29%) sales tax, was adopted on February 1, 2016, and approved by the qualified electors of the City of Glenpool on April 5, 2016, for the express purpose of funding capital improvements pertaining to road and street upgrades, water and wastewater system facilities, storm sewer facilities and the promotion of economic development in the City of Glenpool, Oklahoma, including the acquisition of rights-of-way and other real property necessary for such improvements, facilities, construction, reconstruction and repair and the costs and expenses related to the aforesaid including, design, engineering, architectural, acquisition of real property and legal fees. At the time of adoption of Ordinance No. 715, Council expressly contemplated the use of tax-generated revenues for capital improvements that would facilitate, or be necessitated by, the St. Francis Hospital South project ("SFHS").

Proposed Action:

The proposed public improvements reimbursement agreement carries out those intentions by funding designated improvements to S. Broadway Street, ingress and egress adjustments to the intersection of W. 151st and Broadway, and sanitary sewer line and waterline extensions from 151st Street S. to the SFHS property line. The total cost of these improvements, \$1,107,142.66, will be provided initially by SFHS. That amount, less \$154,999.96 representing the direct benefit to SFHS, will be reimbursed to SFHS over a ten-year period in forty quarterly payments of \$23,803.55, to commence upon completion of and acceptance by the City of the public improvements, in an amount not to exceed \$952,142.17.

Staff Recommendation:

Inasmuch as the SFHS Project has been a goal and objective of the City for some time, in order to reap the benefits it brings to the citizens of Glenpool as well economic and cultural advantages, Staff recommends approval of the public improvements reimbursement agreement.

Attachments:

- Proposed Public Improvements Reimbursement Agreement
- Ex. A – Plat of Lot 1 Block 1, St. Francis Glenpool Addition
- Ex. B – Project Improvement Costs Eligible for Reimbursement
- Ex. C – 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:	Address for notice to Saint Francis Hospital
David Tillotson, City Manager	South:
City of Glenpool	6161 S. Yale Avenue
12205 S. Yukon Avenue	Tulsa, Oklahoma 74136
Glenpool, OK 74033	Attn: General Counsel
Email: dtillotson@cityofglenpool.com	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

Attest:

By: _____
City Clerk, Susan White

[SEAL]

Approved as to form:

By: _____
City Attorney, Lowell L. Peterson

GLENPOOL INDUSTRIAL AUTHORITY

DATE EXECUTED

By: _____
Timothy Lee Fox, Chair

Attest:

By: _____
Trust Clerk, Susan White

[SEAL]

Approved as to form:

By: _____
Trust Attorney, Lowell L. Peterson

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 - PAT KEY
Doc # 6706 Page(s) 2
12/19/2016 03:14:46 PM
Receipt # 16-71138
Fee: \$ 15.00

FINAL PLAT of Saint Francis Glenpool

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

Engineer
WALLACE ENGINEERING
STRUCTURAL CONSULTANTS, INC.
200 EAST BRADY STREET
TULSA, OK 74103
(918) 584-5858
OKLAHOMA CA #1460
EXP. DATE 6/30/13

Surveyor
BENNETT SURVEYING, INC.
210 CHOUTEAU AVENUE
CHOUTEAU, OK 74337
TEL: 918-476-7484
RPLS 1556, CA #4502,
EXPIRES 6/30/16
wade@bennettsurveying.com

Developer
SAINT FRANCIS HEALTH SYSTEM
ATTN: TODD SCHUSTER, DIRECTOR
OF REGIONAL OUTREACH
6161 SOUTH YALE AVENUE
TULSA, OK 74136

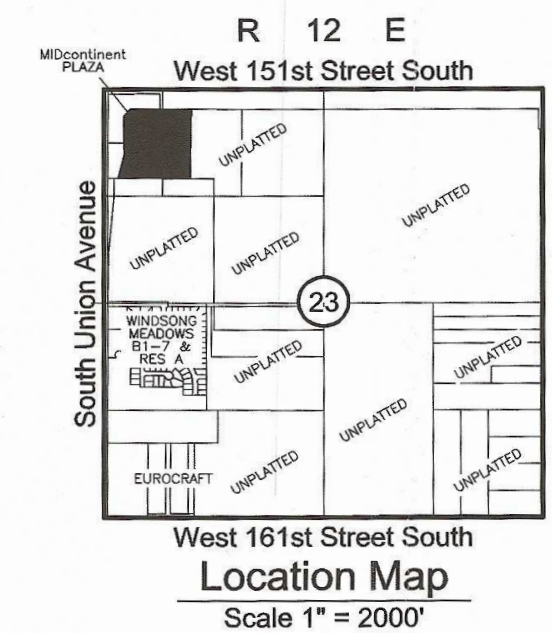
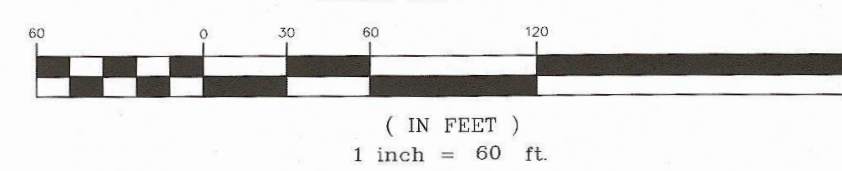


EXHIBIT A



GRAPHIC SCALE



Legend

B/L BUILDING SETBACK LINE
LNA LIMITS OF NO ACCESS
U/E UTILITY EASEMENT

Notes

- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "OKIE" (1-800-522-6543) BEFORE DIGGING.
- THE PROPERTY DESCRIBED HEREON CONTAINS 1 LOT
- THE PROPERTY DESCRIBED HEREON CONTAINS 1 BLOCK
- THE PROPERTY DESCRIBED HEREON CONTAINS 15.30 ACRES
- BEARING BASE: OKLAHOMA STATE PLANE COORDINATE SYSTEM
- THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0409K, MAP REVISED: AUGUST 3, 2009, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$Exempt per trust receipt no.Exempt to be applied to 2016 taxes. This certificate is NOT to be construed as payment of 2016 taxes, but is given in order that this plat may be recorded. 2016 taxes may exceed the amount of the security deposit.

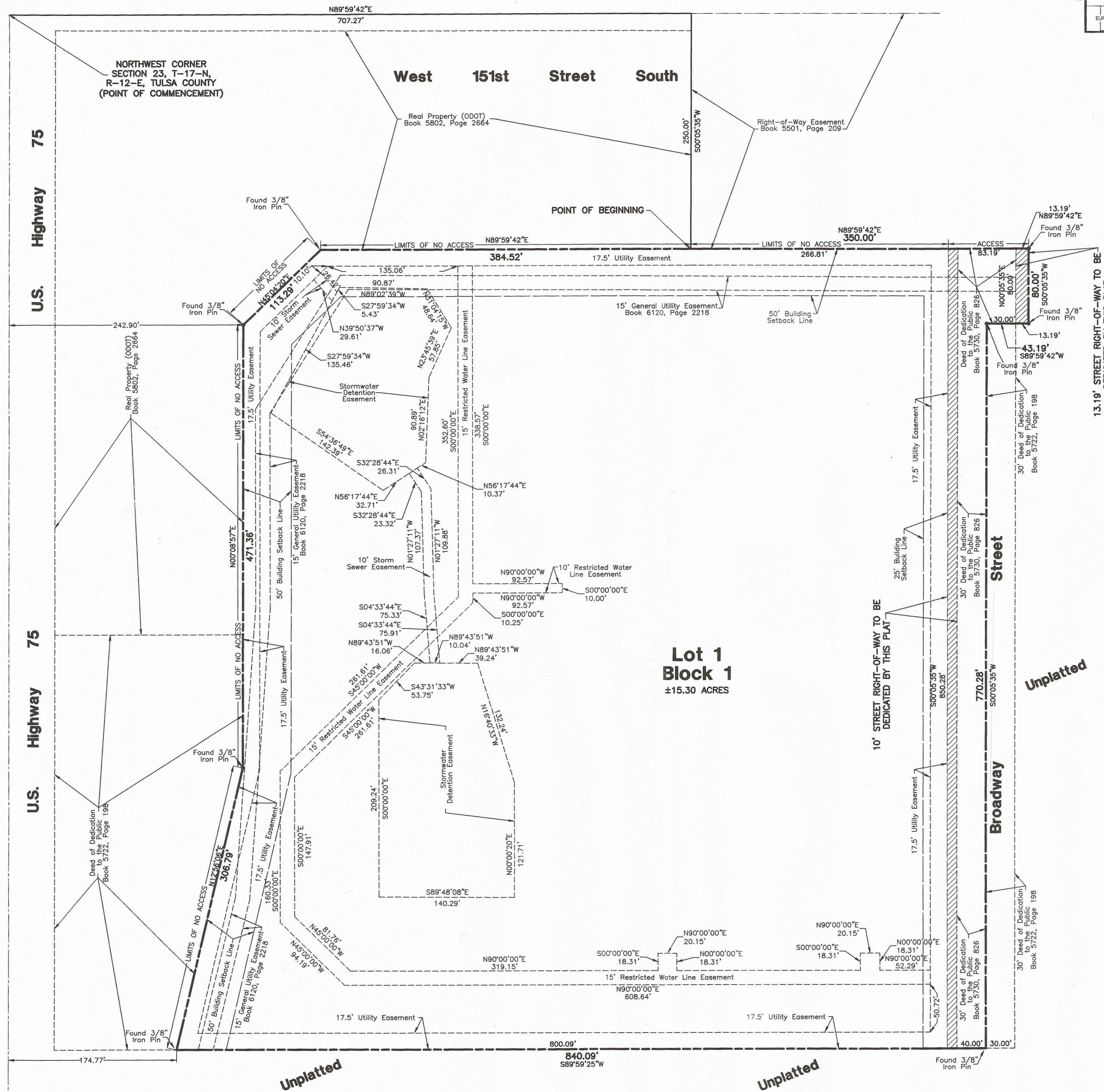
Dated: 12/19/2016
Dennis Semler
Tulsa County Treasurer
By: *[Signature]*
Deputy

STATE OF OKLAHOMA) SS
COUNTY OF TULSA

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

Dated the 19 day of December, 2016

PAT KEY, Tulsa County Clerk
[Signature]
Deputy



Saint Francis Glenpool

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SAINT FRANCIS HOSPITAL SOUTH, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Glenpool, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 89°59'42" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 707.27 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'42" EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°59'42" WEST A DISTANCE OF 43.19 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 770.28 FEET; THENCE SOUTH 89°59'42" WEST A DISTANCE OF 340.09 FEET TO THE RIGHT OF WAY OF U.S. HIGHWAY 75; THENCE NORTH 12°50'06" EAST ALONG THE RIGHT OF WAY A DISTANCE OF 306.79 FEET; THENCE NORTH 00°08'57" EAST ALONG THE RIGHT OF WAY A DISTANCE OF 471.36 FEET; THENCE NORTH 45°04'20" EAST A DISTANCE OF 113.29 FEET; THENCE NORTH 89°59'42" EAST A DISTANCE OF 384.52 FEET TO THE POINT OF BEGINNING;

and has caused the same to be surveyed, staked and platted in combination with the accompanying plat designated as "SAINT FRANCIS GLENPOOL".

Now, therefore, the Owner, for the purpose of providing for the orderly development of the above-described real property and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section I below, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner or owners of any property within the above-described real property and by the beneficiaries of the covenants set forth in Section I below, and dedicates to the public the various streets and easements described below and in the accompanying plat.

SECTION I. STREETS, EASEMENTS AND UTILITIES.

A. Public Streets and General Utility Easements.

The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the (i) utility easements designated as "UIE" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, and (ii) without limiting the rights granted in (i) above, the water line easements designated as "WLE" or "Restricted Water Line Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing water lines. The utility easements and water line easements described in the preceding sentence include all rights of ingress and egress to and upon the utility and water line easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the public streets and utility and water line easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and within the utility easements and water line easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained, provided, however, that nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. Underground Service.

1. All supply lines, including electric, telephone, cable television, and gas lines, shall be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in easementways.
2. Underground service cables and gas lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structures as may be located upon each lot, provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the each lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or gas main extending from the service pedestal, gas main, or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for the purpose of installing, maintaining, removing, or replacing any portion in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.
4. The owner of each lot shall be responsible for the protection of the underground service facilities located on its lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.
5. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the electric, telephone, cable television, or gas service and the owner of each lot agrees to be bound hereby.

C. Gas Service.

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The owner of each lot shall be responsible for the protection of the underground gas facilities located in its lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of each lot agrees to be bound hereby.

D. Water and Sewer Service.

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on its lot.
2. Within the utility easement areas and water line easement areas depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity, which would interfere with public water, and sewer mains, shall be prohibited.
3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, its agents or contractors.
4. The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph shall be enforceable by the City of Glenpool, Oklahoma, or its successors, and the owner of each lot agrees to be bound hereby.

E. Surface Drainage.

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements. No lot owner(s) shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Glenpool, Oklahoma.

F. Paving and Landscaping within Easement.

The owner of each lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary placements, replacements, or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Glenpool, Oklahoma, or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Limits of No Access.

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to U.S. Highway 75, Oklahoma Highway 67 West 151st Street South, and West 101st Street within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "limits of no access" may be amended or released by the Glenpool Planning Commission, or its successor, and with the approval of the City of Glenpool, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. Limits of no access shall be enforceable by the City of Glenpool.

H. Storm Sewer Easement.

For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Glenpool, Oklahoma, the Owner hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as "SDE" or "storm sewer easement" for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing storm sewers, together with all fittings including the pipes, and other appurtenances thereto, together with the rights of ingress and egress to and upon the easement.

I. Stormwater Detention Easements and Facilities.

1. For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Glenpool, detention and drainage facilities are to be constructed in the stormwater detention easement areas as shown on the accompanying plat of the subdivision which is necessary to meet City of Glenpool detention and drainage requirements applicable to the subdivision.
2. Detention and drainage facilities constructed in the stormwater detention easement areas shall be in accordance with adopted standards of the City of Glenpool, and plans and specifications approved by the Public Works Department of the City of Glenpool.
3. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area, nor shall there be any alteration of the grades or contours in such easement area unless approved by the Department of Public Works of the City of Glenpool.
4. The stormwater detention easement and drainage facilities located thereon shall be maintained by the owner. Such maintenance shall be at the cost of the owner and in accordance with the following standards:
 - a. The detention easement areas shall be kept free of obstruction and debris;
 - b. The detention easement area shall be mowed during the growing season at intervals not exceeding four (4) weeks;
 - c. Concrete appurtenances, if any, shall be maintained in good and working condition; and
 - d. Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.
5. In the event the owner should fail to properly maintain the stormwater detention easement area and facilities therein situated, the City of Glenpool, or its designated contractor, may enter the stormwater detention easement and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the owner.
6. In the event the owner fails to pay the cost of such maintenance after completion of the maintenance and receipt of a statement of costs, the City of Glenpool may file of record a copy of the statement of costs, and thereafter the cost shall be a lien against each of the lots within the subdivision; provided, however, the lien against each lot shall not exceed its proportionate share of the cost of the maintenance. A lien established as above provided may be foreclosed by the City of Glenpool.

J. Building Restrictions.

No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat as required by the Zoning Code of the City of Glenpool, Oklahoma.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY.

A. Enforcement.

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner and its successors and assigns. Within the provisions of Section I (Streets, Easements, and Utilities) are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma.

B. Duration.

These restrictions, to the extent permitted by applicable law, shall be perpetual and shall be in force and effect for a term of thirty (30) years from the date of the recording of this deed of dedication and shall automatically be continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

C. Amendment.

This deed of dedication may be amended or terminated at any time by a written instrument executed and acknowledged by the owners of seventy-five percent (75%) of the land area of the lots within the subdivision and subject to procedures or approvals required by applicable laws, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

D. Severability.

Invalidation of any restriction or covenant set forth herein or any part thereof, by an order, judgment, or decree or any court, or otherwise, shall not invalidate or affect any of the other restrictions or covenants or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, has executed this instrument this 16 day of December, 2016.
SAINT FRANCIS HOSPITAL SOUTH, L.L.C.

By:

Name: Barry L. Steichen

Title: Exec VP / COO

STATE OF OKLAHOMA)

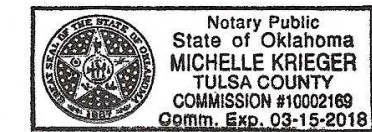
COUNTY OF TULSA) ss.

Before me, the undersigned Notary Public, on this 16 day of December, 2016, personally appeared Barry L. Steichen known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Exec VP / COO of Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, and being by me duly sworn, acknowledged to me that he signed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

Notary Public Michelle Krieger
My Commission Expires: 3-15-2018

(SEAL)

Commission No.: 10002469



CERTIFICATE OF SURVEY

I, R. Wade Bennett, a registered professional engineer and land surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, staked, subdivided, and platted the tract of land described above, and that the accompanying plat designated hereon as "Saint Francis Glenpool", a Subdivision to the city of Glenpool, state of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying as adopted.

Witness my hand and seal this 16 day of Dec, 2016.

STATE OF OKLAHOMA)

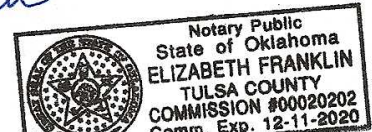
COUNTY OF TULSA) ss.

Before me, the undersigned Notary Public, on this 16 day of December, 2016, personally appeared R. Wade Bennett known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Surveyor of Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, and being by me duly sworn, acknowledged to me that he signed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

Notary Public Elizabeth Franklin
My Commission Expires: 12-11-2020

(SEAL)

Commission No.: 00020800



CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION

ON

11/16
James McIntosh CHAIRPERSON OR SECRETARY

CITY COUNCIL APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL

ON

3/7/16
Matthew Lee Jay MAYOR OR VICE MAYOR

CITY MANAGER APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER

ON

3/7/16
[Signature] CITY MANAGER

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>
Recoverable Cost to St. Francis Hospital South Pursuant to Reimbursement Agreement Payable Quarterly over a Ten (10)-Year Period	<u>\$952,142.17</u>

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, trail Is, 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.

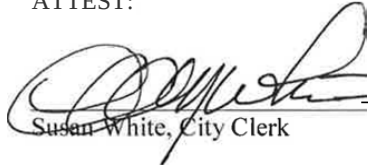
SECTION 22. PROVISIONS CUMULATIVE. The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

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





Glenpool Conference Center
12205 S. Yukon Ave.
PO Box 70
Glenpool, OK 74033

MEMORANDUM

TO: HONORABLE CHAIRMAN AND TRUSTEES

FROM: LEA ANN REED, CONFERENCE CENTER DIRECTOR

DATE: OCTOBER 2, 2017

SUBJECT: GLENPOOL CONFERENCE CENTER SIGN REPLACEMENT PROPOSAL

Background:

The Glenpool Conference Center sign located on the north side of the waterfall has been vandalized numerous times over the past 6 years. The bronze letters have been broken off the wall from people climbing on them, we've replaced the letters several times but this issue keeps happening. Staff received bids from two companies and chose the proposal from Global Sign Solutions due to design and price. The proposal includes a 15' x 3' 2" brushed aluminum sign with reverse push-thru letters and beveled top and sides. The letters will be backlit with a L.E.D. strip so it can be easily seen at night without the ground spotlights. This project was not specified in the FY 2017-2018 Budget but it falls within the GCC maintenance budget line item 30-6-01-6273.

Staff Recommendation:

Staff recommends approval of the attached proposal from Global Sign Solutions in the amount of \$6,200.

Attachment:

Global Sign Solutions Proposal

Lea Ann Reed, Conference Center Director
Phone: 918-209-4632 | Fax: 918-209-4626
lreed@cityofglenpool.com
www.glenpoolconferencecenter.com



918.827.6561
17424 S. UNION AVE.
MOUNDS, OK. 74047

www.globalsignsolutions.com

Drwg#: 2K170731-0945

Address: NA

City, State: Glenpool, OK

Date: July 31, 2017

Sales Rep: John

Customer: City of Glenpool

Job Details: Manufacture and install illustrated reverse push-thru letters and beveled top and sides. Sign to have brushed aluminum finish.