

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

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

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Julie Casteen, Deputy City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Bodie Sanders, The Landing Community Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from August 15, 2016 meeting.**
 - 2) Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 202344-KW, Claimant Chris Harris.
(Lowell Peterson, City Attorney)**
 - 3) Discussion and possible action to approve Professional Services Agreement between the City of Glenpool and Kendig Keast Collaborative to obtain professional planning services related to the pending Comprehensive Plan and Zoning and Subdivision Regulation Updates, as more completely described in Exhibit A (Scope of Services) thereto, for an amount not to exceed \$147,870.00, subject to such Additional Services as may be agreed to by amendment to the Agreement, and setting forth support services to be provided by the City in accordance with Exhibit B thereto.
(Lowell Peterson, City Attorney)**
 - 4) Discussion and possible action to accept FY 16-17 Community Development Block Grant Program (CDBG) award of \$72,645.00; approve Contract For Public Improvements between the City of Glenpool and Tulsa County for improvements to the Glenpool Senior Citizens Center; and**

authorize allocation of \$7,355.00 in matching funds from Park Improvements Account No. 01-06-14-627, FY 16-17 General Fund Budget.

(Rick Malone, City Planner)

- 5) Discussion and possible action to replace 1999 Ford animal control vehicle; purchase a 2005 Dodge Ram 1500 truck at a cost not to exceed \$8,900 from B-Line Motors; and further authorize purchase of equipment to retrofit the vehicle at a cost not to exceed \$6,100.00.
(Dennis Waller, Chief of Police)
- 6) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2016-2017, tabled from August 15, 2016.
(Roger Kolman, City Manager)
- 7) Discussion and possible action to approve an Agreement between the City of Glenpool and the Glenpool Public School District for the Provision of a School Resource Officer (SRO), including drug dog services to the extent available, for Academic Year 2016-2017.
(Roger Kolman, City Manager)

J) 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

CITY COUNCIL MEETING

August 15, 2016

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

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

Also present were Matt Bills, Extreme Worship and Outreach; Paul Ross and Robert Pickens with American Waste Control.

- A) Mayor Fox called the meeting to order at 6:30 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Matt Bills with Extreme Worship and Outreach Center offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow offered a status update on the water tower project currently underway as well as the soccer complex project slated to begin construction early 2017. Mr. Burrow also updated the City Council on the progress of various private and public construction projects throughout the city; provided the number of residential and commercial building permits issued in July; as well as information concerning activities in the Planning, Building, and Code Enforcement Departments.
 - Additionally Mr. Burrow reported that the dedicated Morris Park receiving point for storm debris will be closing at the end of the week and city crews will burn the accumulated pile.
 - Councilor Kearns asked if the amended drawings for the soccer complex will be presented to the Council before going out to bid. Mr. Burrow replied affirmatively.
- F) Treasurers Report - Julie Casteen, Finance Director**
 - Mrs. Casteen presented a comprehensive report for June revenues and expenditures in all Funds. She cautioned that the books for FY 15-16 haven't been closed. Final financials could be significantly impacted and likewise present differently than the current presented report.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman highlighted a couple of upcoming public events: The 2nd Annual Fishing Derby will be held at the Conference Center lake from 10-12 on Saturday, August 20; on Monday, August 29 the Chamber of Commerce is sponsoring a

Neighborhood Public Safety Event from 4-7 p.m. at the Glenpool Conference Center.

- Public Works crews continue to pickup green waste and add to the debris pile in Morris Park.

H) Mayor Report – Timothy Fox, Mayor

- Mayor Fox recounted the success of Katrina Steven's Birthday Bash, which is a fund-raising event for the benefit of the Glenpool Animal Shelter. She has collected over \$1,500 thus far and is expecting more donations. Mayor Fox shared a video of the City Council dog food eating competition which was a popular event at the Birthday Bash.
- Mayor Fox encouraged audience members to participate in the Fishing Derby scheduled for Saturday, August 20 at the Conference Center.

I) Council Comments

- Councilor Kearns cautioned everyone to watch out for school children. School begins Wednesday.

J) Public Comments

- None.

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

- Mr. Kolman announced that the Recognition will be postponed to September.

L) Scheduled Business

1) Discussion and possible action to approve minutes from July 18 (tabled from August 1, 2016), and August 1, 2016 meetings.

MOTION: Councilor Kearns moved, second by Mayor Fox to approve minutes from July 18, 2016 as presented.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns

ABSTAIN: Councilor Lund; Vice-Mayor Ceesay

Motion carried.

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to approve minutes from August 1, 2016 as presented.

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

ABSTAIN: Councilor Agee

Motion carried.

2) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City

Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2016-2017, tabled from August 1, 2016.

Mr. Kolman announced that the Chamber of Commerce Chairman requested action be tabled.

MOTION: Councilor Agee moved, second by Councilor Lund to table action concerning renewal of the Chamber of Commerce Agreement.

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

AGAINST: None.

Motion carried.

3) Presentation regarding curb-side recycling program.

Paul Ross from American Waste Control brought a presentation concerning their recycling program and shared possible benefits to Glenpool if the program is implemented.

4) Discussion and possible action to approve Final Plat for Glenpool Center South, subject tract located north of the northwest corner of 151st Street and Elwood Ave.

Rick Malone, City Planner advised the Council that the Technical Advisory Committee determined the Plat exceeds minimum requirements and reported that the Planning Commission voted 5-0 to recommend approval to the City Council.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve Final Plat for Glenpool Center South as recommended by the Planning Commission.

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

AGAINST: None.

Motion carried.

5) Discussion and possible action to approve amendment to PUD # 30, pertaining to 39.2-acre commercial and residential property located at the northwest corner of 151st Street South (SH 167) and Elwood Avenue, submitted by Ricky Jones and Erik Enyart with Tanner Consulting, LLC.

Mr. Malone advised the Council that the request to amend involves two changes: a reduction in the north landscape buffer; and to increase the height of the screening fence.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to approve amendment to PUD # 30 as presented.

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

AGAINST: None.

Motion carried.

- 6) **Discussion and possible action to purchase from the City of Jenks the transfer and assignment of its current FCC call sign and five 800 MHz communications transmission frequencies, no longer to be in use by Jenks following the transition of its public safety communication system to a new site, for \$2,500.00, and authorizing the City of Glenpool Fire Chief to apply to the FCC for approval of such transfer and assignment.**

Fire Chief Newton advised the City Council that the City of Jenks is migrating to newer public safety communication technology. As part of this process they will no longer need to utilize the five FCC licensed communication frequencies which they currently share with Glenpool. Chief Newton recommended that the City of Glenpool purchase the frequencies from Jenks and request FCC approval for transfer and assignment of the frequencies to Glenpool.

MOTION: Councilor Kearns moved, second by Councilor Lund to authorize Chief Newton to purchase from the City of Jenks the transfer and assignment of its current FCC call sign and five 800 MHz communications transmission frequencies, no longer to be in use by Jenks following the transition of its public safety communication system to a new site, for \$2,500.00, and authorizing the City of Glenpool Fire Chief to apply to the FCC for approval of such transfer and assignment.

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

AGAINST: None.

Motion carried.

- 7) **Discussion and possible action to authorize Police Chief to purchase ammunition from Ultramax Co. at a cost not to exceed \$16,044.00.**

MOTION: Councilor Lund moved, second by Councilor Agee to authorize Chief Waller to purchase ammunition from Ultramax Co. at a cost not to exceed \$16,044.00.

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

AGAINST: None.

Motion carried.

- 8) **Discussion and possible action on Resolution No. 16-08-02, A Resolution Of The City Council Of The City Of Glenpool Amending The FY 2016-2017 Annual Budget In Compliance With The Municipal Budget Act For The Purpose Of Appropriating An Additional \$6,413 To The Budget Of The Police Department For The Purchase Of Police Personal Protection Equipment, Funded By The Use Of Unencumbered Restricted Fund Balance; And Appropriating An Additional \$1,000 To The Budget Of The Police Department For Officer Training, Funded By Pledged Donations; And Appropriating An Additional \$500 To The Budget Of The Fire Department For The Purchase Of Emergency Response Equipment, Funded By A Donation From King Of Kings Lutheran Church.**

Julie Casteen, Finance Director recommended approval of Resolution No. 16-08-02 authorizing supplemental appropriations to the General Fund totaling \$7,913 for the purpose of purchasing police personal protection equipment; officer training; and Fire Department emergency response equipment.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Kearns to approve Resolution No. 16-08-02 as presented.

9) Discussion, only, of draft ordinance submitted for the purpose of licensing itinerant merchants and creating a “No-Knock” list to prevent unwanted solicitation.

Lowell Peterson, City Attorney presented for discussion the possibility of creating a "No-Knock" list which applies to itinerant vendors. Discussion was held concerning, among other things, application process and enforcement if the ordinance is adopted.

M) Adjournment.

- Meeting was adjourned at 8:05 p.m.

Date

Mayor

ATTEST:

City Clerk



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

August 5, 2016

City of Glenpool
Attn: Susan White
P.O. Box 70
Glenpool, OK 74033-0070

RE: Member : City of Glenpool
 Claimant : Chris Harris
 Date of Loss : 7/14/2016
 Claim No. : 202344-KW

Dear Ms. White:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Glenpool that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Glenpool. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 10/12/16, you must deny this claim in writing before 10/12/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Kyle Waid
Claims Adjuster



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

August 5, 2016

~~Chris Harris
1106 North Main Street
Sapulpa, OK 74066~~

RE: Member : City of Glenpool
Claimant : Chris Harris
Date of Loss : 7/14/2016
Claim No. : 202344-KW

Dear Mr. Harris:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Glenpool, I am recommending denial of this claim and find no liability on the City of Glenpool's part for this claim.

Sincerely,

Kyle Waid
Claims Adjuster

cc: City of Glenpool

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**To the City of Glenpool
Public entity you are filing the claim against.**COPY****PLEASE PRINT OR TYPE AND SIGN****IMPORTANT NOTICE:** This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.CLAIMANT(S) Chris Harris
ADDRESS 1106 N Main St
Sapulpa, OK, 74066CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]
CLAIMANT(S) DATE OF BIRTH [REDACTED] Circle: M F
PHONE: HOME [REDACTED] BUS. ()

1. DATE AND TIME OF INCIDENT 7-14-16 () a.m. (☒) p.m. (Continue on another sheet if needed for any information requested)
2. LOCATION OF INCIDENT 144th + Barber St
3. DESCRIBE INCIDENT Employee in Chevy Silverado 9 door (African American) with pierced ears, ran stop sign at 144th + Barber causing me to cont. 7

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**BODILY INJURY:** WAS CLAIMANT INJURED? YES ☐ NO ☒ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ☐ NO ☒ If so, please provide Employer info.

Employer's Name _____

Address _____

Phone _____

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:Is there any Social Security Disability involvement ☐ Yes ☒ NoHas any medical bill been paid or will be paid by Medicare/Medicaid? ☐ Yes ☒ No. If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print) _____

Medicare/Medicaid Beneficiary Name Signature _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.VEHICLE YEAR 2004 MAKE Ford F-150 MODEL Lariat 4X4**NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

5. NAME OF YOUR INSURANCE CO. Farmers Insurance POLICY NO. [REDACTED] AMOUNT CLAIMED \$ _____ AMOUNT RECEIVED \$ _____

6. The names of any witnesses known to you:Name Letha MartinAddress 782 W 147th Pl

Phone Number [REDACTED]

Name _____

Address _____

Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM.....\$ 250.00SIGNATURE(S) [Signature]**RECEIVED**DATE 7-14-16

CONTINUE ON THE BACK

BY JUL 14 2016
BY GLENPOOL - FINANCE

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Darrell Colbert

(Title) Finance/AP/ Administrative Clerk on July 14th 2016, 20

For further information on this claim contact _____

(Title) _____, by telephone at (____) _____

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Tort Claim, Letter of Incident from Chris Harris

Information for City Owned Vehicle Involved:

Year: N/A Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

As a result of this incident, are there damages to the City vehicle? ____ YES ____ NO

If **YES**, please fill out an
OMAG Auto Loss Notice
to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

Name	Title/Position	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Submitted by: _____ Date _____, 20

Title: _____
AFTER THE PUBLIC ENTITY HAS RECEIVED THIS
CLAIM, PLEASE PROVIDE INFORMATION REQUESTED
ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org

RECEIVED
JUL 14 2016
BY
BLENP88E - FINANCE

go into ditch of the yard on the south east
corner of that intersection. I Hit the Big Concrete
Wall in that ditch with my back tire causing
it to blow out instantly. I had to take
~~immediate~~ action to move out of the Way
immediate
before I was hit by the employee driving.

PROFESSIONAL SERVICES AGREEMENT

COMPREHENSIVE PLAN AND ZONING AND SUBDIVISION REGULATION UPDATES for CITY OF GLENPOOL, OKLAHOMA

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

KNOW BY THESE PRESENTS:

This Agreement made this ____ day of _____, 2016, by and between the City of Glenpool, Oklahoma, acting by and through Timothy Lee Fox, Mayor, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its President, Mr. Gary Mitchell, with an office located at 1415 Highway 6 South, Suite D-100, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

ARTICLE I CONSULTANT

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Comprehensive Plan and Zoning and Subdivision Regulation Updates as described in Article II, Scope of Services and Additional Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI, Compensation to Consultant, below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of Comprehensive Plan and Zoning and Subdivision Regulation Updates and to which the Agreement applies.

ARTICLE II SCOPE OF SERVICES and ADDITIONAL SERVICES

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Comprehensive Plan and Zoning and Subdivision Regulation Updates as set forth in **Exhibit "A" – Scope of Services**, which is attached and made a part of this Agreement (the "Project").
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services, to the extent they result in expenditures of the CLIENT in excess of the stated consideration, shall be described in a written amendment to this Agreement, as provided by Article X, Changes or Termination, of this Agreement, including description of the additional work, associated compensation, and time

schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and Project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (g) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (h) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

ARTICLE III

CONSULTANT PERSONNEL

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the Scope of Services under this Agreement. Such personnel shall not be employees of, elected or appointed officials of or be within third degree of affinity or consanguinity of such officials or have any contractual relationship with the CLIENT.
- 3.2 The CONSULTANT may contract with one or more subconsultants for portions of the work or services to be performed under this Agreement. The CLIENT acknowledges and agrees that subconsultants to be utilized in the performance of the Scope of Services at Exhibit "A" include Wallace Engineering and enCodePlus, LLC. Any work or services to be subcontracted with any entity other than the foregoing Wallace Engineering and enCodePlus, LLC shall require the prior written approval of the CLIENT. In all cases, any work or services to be subcontracted hereunder shall be specified by a written agreement between the CONSULTANT and the respective subconsultant(s) and shall be subject to the provisions of this Agreement, *provided that* the CONSULTANT shall be responsible for the cost of any Additional Services performed by any subconsultant without prior approval by the CLIENT and a written amendment to this Agreement, as provided by Sections 2.2 and 10.1 of this Agreement.

- 3.3 The expense incurred by the CONSULTANT for all work or services subcontracted to subconsultants is included within the consideration to be paid to the CONSULTANT unless the CLIENT expressly agrees, in writing, to any additional consideration.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services and Additional Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II, Scope of Services and Additional Services, shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and Project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the Project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V, Time of Performance, of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "B" – Support Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services and Additional Services within nine (9) months from receipt of written Notice-to-Proceed by the CLIENT ("Completion Schedule"), unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services and Additional Services, or Article X, Changes or Termination; or

- (c) Matters documented by CONSULTANT in progress reports render such Completion Schedule impossible or impractical.
- 5.3 The Completion Schedule set forth in Paragraph 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The Completion Schedule will be extended to include any such documented delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI

COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services and Additional Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount not to exceed One Hundred Forty Seven Thousand, Eight Hundred Seventy dollars (\$147,870.00). ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of any agreed upon increased cost, change in the Scope of Services, an extension of time beyond that specified in paragraph 5.2, or an increase or decrease in the complexity or character of the work, as agreed to by the parties. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services and Additional Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The expense of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services provided that such Additional Services are agreed upon in writing prior to their being undertaken. Such payments shall be in addition to and have no bearing on the above ACI amount. Payment later than 30 days shall include interest at 1-1/2 percent per month from the date the CONSULTANT receives confirmation of CLIENT receipt of the invoice until the date CONSULTANT receives payment. Such interest is due and payable when the overdue payment is made and is in addition to the above stated total contract amount.
- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of paragraph 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of

Paragraph 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, Confidentiality, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the - governing body of the CLIENT, nor any person within the third degree of consanguinity or affinity of such member, shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof, or in the CONSULTANT company.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended, including adding any Additional Services and/or offsetting cost adjustments provided by Article II, Scope of Services and Additional Services, except by an amendment to this Agreement in writing executed by the parties hereto, as referenced in Section 2.2.

- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, specifically to include Additional Services as provided in Article II, Scope of Services and Additional Services, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before termination of the Completion Schedule stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
 - (b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT. Unless shown to be otherwise, receipt of such notice shall be deemed to have occurred three (3) days following the date the notice is sent by registered or certified mail.
- 10.4 Upon receipt of a notice of termination under any of the conditions under Paragraphs 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and with CLIENT'S knowledge and consent, and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.
- 10.5 Notwithstanding the provisions of this Article X, Changes and Termination, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent or intentional act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI
CONFIDENTIALITY

- 11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII

INSPECTION OF RECORDS

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all Project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its Project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII

INSURANCE

13.1 **Insurance**

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- 14.1 City Council's Satisfaction. All actions taken or transactions entered in connection with the Project provided for by this Agreement, and all deliverables required or contemplated by this Agreement, shall be reasonably satisfactory to the City Council, with the advisement of staff. There will be no additional compensation cost incurred for such changes as may be necessary to ensure such reasonable satisfaction.
- 14.2 Relationship of Parties. The relationship of the CONSULTANT to the CLIENT is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the CONSULTANT and the CLIENT, the relationship of principal and agent, employer and employee, joint venturers, partners or any other similar relationship, the existence of which is expressly denied.
- 14.3 Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. Any person, business or any other entity that relies on any deliverable resulting from this Agreement does so at its own risk and the parties hereto disclaim all liability for any such reliance.
- 14.4 Force Majeure. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.5 Entire Agreement. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.6 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Oklahoma.
- 14.7 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Tulsa County, Oklahoma; and all parties consent to Tulsa County, Oklahoma, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

- 14.8 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.9 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Roger Kolman, City Manager
City of Glenpool
City Hall
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

CONSULTANT: Gary Mitchell, President
Kendig Keast Collaborative
1415 Highway 6 South, Suite D-100
Sugar Land, Texas 77478

- 14.10 Assignment. This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other party, which consent shall not be unreasonably withheld. The CLIENT may, as it deems necessary or appropriate, assign this Agreement to a public trust of which the CLIENT is the beneficiary, provided, however, that such assignee expressly and in writing assumes all obligations of the CLIENT under this Agreement. Provided however, that claims for money by

the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT. Nothing contained in this Section 14.10 shall be construed to release either party from any accrued claim or liability in the event of an assignment of either party's interest.

- 14.11 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.12 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement. The preparation and delivery of such reports shall not be treated as an Additional Service, as defined in Article II, Scope of Services and Additional Services.
- 14.13 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.14 Waiver. The failure on the part of either party hereto at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce, such provision or any other provision. Any waiver by either party hereto of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.15 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.16 Cumulative Remedies. In the event of default by either party hereto, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.17 State or Federal Laws. This Agreement is performed in the City of Glenpool, Oklahoma, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.18 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.19 Counterparts. This Agreement may be executed in more than one counterpart; each shall be deemed an original. An authentic copy of any original may likewise be accepted as an original.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2016.

FOR CITY OF GLENPOOL:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Timothy Lee Fox
Mayor

By: _____
Gary Mitchell, AICP
President

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

Exhibit “A” Scope of Services

-In accordance with the Professional Services Agreement between Kendig Keast Collaborative (“Consultant”) and the City of Glenpool, Oklahoma (“Client”), to which this Exhibit A is appended and into which this Exhibit A is incorporated by reference (the “Agreement”), Consultant will provide professional community planning services to assist the City in preparing the following two final outcome deliverables: (1) an updated Comprehensive Plan for guiding the long-range development and enhancement of the Client community (the “Plan”); and (2) updates to the City’s zoning and subdivision regulations (together, the “Development Regulations”) that are based on and consistent with the updated Plan (the “Development Regulations”). The undertaking and completion process that will result in the production of the Plan and the Development Regulations comprise the “Project,” as that term is used in this Exhibit A. *The parties to the Agreement acknowledge and agree that there will be continued periodic updates of the Development Regulations as deemed necessary and appropriate by Client subsequent to the completion of the Project and that fall outside this Scope of Services, for which the Consultant will perform no work or services, nor expect compensation for the same, unless agreed to in writing by an amendment to the Agreement. All, but only, those updates to the Development Regulations that are expressly described in this Scope of Services shall be accomplished within the terms and conditions of the Agreement and the available budget for consultant services provided therein. It is further acknowledged and agreed that the nature and complexity of the land development issues and regulatory priorities that emerge from the process of undertaking the Project are only generally known at Project initiation and will be more fully articulated as the Project develops.*

Consultant will be assisted in undertaking the Project by subconsultant **Wallace Engineering**, who, together with Consultant, will serve as the “Project Team.” Wallace Engineering will serve as the Project Team’s local liaison and also provide support regarding utility infrastructure considerations for the Plan, and considerations for Glenpool’s Development Regulations in the context of those of other area cities. The Project Team will build upon and coordinate with other recent and concurrent planning efforts and studies to complete the Project.

The Project Team’s involvement and facilitation will be carried out according to this Scope of Services and are expressly contingent upon the Support Services of the Client outlined in Exhibit “B” to the Professional Services Agreement to make the best use of the available Project budget. The City’s Project Director, as identified in accordance with Exhibit “B” Support Services, will manage the overall process and direct the Project Team in performing the Project services. The Project Team will coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project / Client Coordination, the Project Team will coordinate with City staff to establish a detailed and feasible Project schedule for the execution and completion of this Scope of Services. The intent is to complete the Project within **nine months**, from the date the Project Team receives Notice to Proceed from the City (plus time that may be necessary to complete any supplemental services beyond the current scope which the City may request). The Project Team will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input from the City; and prompt review and feedback on the Project Team’s interim and final outcome deliverables (together, the “Deliverables”). The City acknowledges and agrees that the extent, scheduling and completion of public hearings and final

Plan and ordinance adoptions are at the City's prerogative and not under the Project Team's control. For that reason, in the event that the nine-month Project completion date target proves infeasible, the City will not unreasonably withhold approval of any reasonable request for an extension of time. Additionally, the Project Team's services constitute technical support and guidance for policy makers; however, the Consultant does not establish public policy and shall not have responsibility for the establishment of public policy through Development Regulations enacted by the City.

PROJECT / CLIENT COORDINATION

The Project Team will complete Project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the Project status and will document specific work accomplished and activities scheduled for the next progress report period, as well as noting any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the Project of a **detailed Project schedule**, including due dates for all interim and final outcome Deliverables, anticipated meeting dates, plus specified review/comment timeframes, to ensure adequate time for City review/approval of Deliverables. The schedule will be developed during the Project Start-Up phase below, subject to change only in the event of circumstances beyond the control of the Consultant.
- Frequent **communication and coordination with the City's Project Director** by email, phone, and written correspondence, as appropriate.

PROJECT START-UP

Project Kick-Off Meeting

The Project Team will complete a Project kick-off meeting with key City staff via teleconference (following receipt of written Notice to Proceed from the City) to recap the Scope of Services, flesh out a detailed schedule, coordinate data/information needs, and cover other Project logistics. Then, on each scheduled visit to the community, the Project Team will meet with City staff as needed for Project planning discussions and/or in-depth work sessions on particular Plan and regulatory topics.

Compilation of Information Resources

The Project Team will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, from the City and other sources. The Project Team will provide City staff a checklist of typical resource items for comprehensive planning and Development Regulation efforts, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. The Project Team will then coordinate with staff to determine which items will be available for the Project. The Project Team will also coordinate with City staff to identify key Project contacts and relevant agencies and entities.

Coordination of Community and Leadership Engagement Strategy

The Project Team will coordinate with City staff to plan and facilitate a series of outreach activities intended to engage the community's public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the community's future. Specific outreach activities are itemized within each phase of this Scope of Services, under the heading Engagement Activities. Necessary coordination with other external agencies and organizations will also be initiated early on and throughout the process, as appropriate. Throughout the Project and in coordination with City staff, the Project Team will help to identify Project-related items to be posted on the City website by staff for public information purposes (e.g., upcoming public events, interim draft Plan content, etc.).

PHASE 1 – THE EXISTING CITY

The Project Team will compile and assess a base of information on the existing conditions and outlook for the City, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and long-range planning decisions throughout the planning and Development Regulations process. *As much as possible, and to direct greater Project resources to the Development Regulations aspect of the Project, the Project Team will reference content in the 2010 update of the Plan that is still timely and on target and only add new or supplemental information where needed, especially with regard to:*

- Existing land use and development patterns and associated economic and real estate market factors.
- Existing transportation system, associated traffic and safety conditions, and specific improvements already planned and/or programmed. *(For general comprehensive planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- Existing water, wastewater and storm drainage systems (general condition and capacity, any significant service issues or deficiencies, anticipated needs, etc.) and specific improvements already planned and/or programmed. *(For general comprehensive planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- Existing parks and recreation system, and specific improvements already planned and/or programmed.
- Potential opportunities for and constraints to future development and redevelopment.
- Existing development policies, regulations and other factors influencing the area's development and redevelopment potential and practices.

The Project Team will start the Existing City phase by reviewing and evaluating the 2010 update of the Plan and other relevant materials, including the current zoning regulations (City Code Title 11) and district map, current subdivision regulations (Title 12), and other development-related City Code elements and provisions. Then, through this background study, plus discussions with City officials, staff, residents and other stakeholders, the Project Team will ensure that the updated Plan:

1. Itemizes key opportunities, challenges, issues and needs facing the community, using indicator data from the City, the U.S. Census Bureau and other readily available sources to provide further context, as appropriate.
2. Considers relevant regional trends, plans and projects that will influence the community over the 20-year planning horizon.
3. Identifies action items from previous plans/studies or City initiatives that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.

The Project Team will also complete field reconnaissance specifically for the Development Regulations focus to:

- Gain a better understanding of the community's physical context and historical and recent development.
- Observe built applications of the current regulations together with preferred development types and forms and land use compatibility factors.
- Develop a photographic inventory for use during the Project.
- Identify areas that may need or be conducive for special regulatory approaches or standards.

During the Existing City phase, planners with Wallace Engineering will compile summary information on pertinent Development Regulations and standards of other peer cities in the area or statewide, plus elements of the new City of Tulsa Zoning Code that may be appropriate for Glenpool to consider, especially focused on provisions that yield high-quality subdivisions and development outcomes.

Engagement Activities

1. Facilitate an initial, informal **Issues and Needs Joint Workshop** involving City Council and Planning Commission, and other City boards/commissions as appropriate. The workshop purpose is partly orientation to the Planning and Development Regulation update process, but especially to obtain early input and set direction and priorities for both efforts. [\[TRIP 1 \(3-day trip\)\]](#)
2. Coordinate with City staff to arrange and conduct a series of up to four informal, one-hour **"listening sessions."** The sessions should involve a mix of residents, business and property owners, developers/builders/realtors, representatives of community organizations, and others as appropriate (e.g., high school age youth) to discuss their hopes, concerns and priorities for the community's future. One session could be targeted specifically to the land development community to focus on key land use and development issues, as well as processes and procedures and the overall usability and performance of the existing zoning and subdivision regulations. Each session should involve no more than 12-15 persons to ensure effective dialogue. The Project Team will coordinate with City staff to determine the best timing for these sessions within the Existing City phase. [\[TRIP 1 \(3-day trip\). The Project budget assumes all sessions will be scheduled during one Project trip but potentially spread over two days, with some sessions possibly around the lunch timeframe or during late afternoon or early evening time slots, to accommodate the availability of different target attendees.\]](#)

3. Coordinate with City staff to arrange and facilitate a community-wide **“Big Picture” Outreach Workshop**. This evening event is intended for broad public participation to obtain early input to the planning process from residents and other stakeholders. [\[TRIP 2 \(3-day trip\)\]](#)
4. Conduct **Advisory Committee Meetings 1 and 2** during the Existing City phase, with the focus of each meeting to be confirmed as part of finalizing the detailed Project schedule during Project start-up. The Project Team will assist City staff with defining criteria for the formation and structure of the Advisory Committee. The Advisory Committee generally should be comprised of no more than 20 individuals, including several if not all members of the Planning Commission, and have at least one City Council member serving in a liaison role throughout the process. Along with geographic representation from across the community, the Advisory Committee composition should reflect particular local interests relevant to both the Plan and code efforts—and preferably with some members who are “technical users” of the current Development Regulations (e.g., developers, land planners, engineers, etc.). Rather than serving on the Advisory Committee, representatives of various other agencies and organizations can be invited to attend as relevant topics are considered.

Given the dual priorities for this Project, one overall Advisory Committee is advisable to ensure coordination and consistency across the concurrent Plan and Development Regulation efforts, but subgroups from the Advisory Committee could also be assigned to focus especially on each of the two Project components. The Project Team will use these extended workshop meetings (two hours minimum on a weekday evening) to present and discuss interim draft materials. The Advisory Committee will be charged with reviewing the draft materials and entering into discussion and debate on all assumptions, themes and concepts, and an eventual community action agenda, including priorities for regulatory updates. Depending on City logistics, one of these meetings ideally would involve a “mobile meeting” approach to take the discussion “on the road” and consider actual examples in real time.

[\[Meeting 1 during TRIP 1 \(3-day trip\), Meeting 2 during TRIP 2 \(3- day trip\)\]](#)

Interim Deliverable

- **The Existing City Report**, which will highlight key planning considerations emerging from the Project Team’s initial background studies and leadership and community involvement activities. The report will include up to 50 pages of final content (plus supplemental appendix detail, as appropriate) and will incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining the extent of body text.

PHASE 2 – DIRECTION AND ASSUMPTIONS

Through this transition phase, the Project Team will highlight its findings about the Existing City to set the stage for the Future City phase. This will involve:

- Itemizing a core set of **assumptions** on which the Plan update will be based (e.g., population expectations, projected service capacities, etc.);
- Highlighting the **key opportunities and challenges** the community will face in the years ahead, which the Plan must address; and

- Drafting a series of **guiding principles** for the Plan that will be refined through the Future City phase.

For the Development Regulations focus, the Direction and Assumptions phase will also involve preparation of a Strategic Assessment and Annotated Outline which:

- Identifies the key issues raised through community and stakeholder input, together with our critique and on-the-ground observations about the existing regulations (including consultation with the City Attorney on any legal concerns or considerations);
- Provides strategic approaches for addressing the key issues and consultant findings through the pending regulatory revisions;
- Outlines anticipated Plan objectives and priorities with regulatory implications that the Development Regulation updates will need to address; and
- Makes recommendations about the potential content updates, potential process adjustments that could lead to procedural streamlining, and potential organizational and/or formatting changes for improving the user-friendliness of the City's Development Regulations.

The Project Team will proceed with this Phase 2 task promptly upon Project initiation. In this way, certain Development Regulation issues that may warrant immediate attention can be "fast tracked" for drafting of potential new or amended ordinance content early in the Project rather than waiting until the Strategic Assessment or the overall Project is completed to bring any regulatory matters to Planning Commission and/or City Council for consideration.

As part of this phase, Project budget considerations must also be taken into account in case the regulatory assessment and stakeholder input indicates a larger array—or complexity—of issues on the agenda than can be addressed with the available budget. If so, then the Project Team will coordinate with City staff to prioritize the needed amendments and determine how best to proceed.

Engagement Activities

1. Complete a **second joint workshop** with City Council and Planning Commission, with two major agenda items:
 - Provide an overview of The Existing City Report and seek feedback on the draft Plan Direction and Outline memorandum. Then, based on the workshop results, finalize the memorandum with City staff before work proceeds on the Future City phase.
 - Present and discuss the Proposed Strategic Approach and Annotated Outline for the Development Regulation updates to ensure consensus before proceeding with content drafting and revisions during the Future City phase.

[TRIP 3 (2-day trip)]

Interim Deliverables

- **Plan Direction and Outline memorandum**, which summarizes the assumptions, key opportunities and challenges, and guiding principles resulting from Phase 2, and provides a working outline of priority content for the Plan update to guide work efforts during the Future City phase.

- Summary presentation of the **Proposed Strategic Approach and Annotated Outline** for the Development Regulation updates.

PHASE 3 – THE FUTURE CITY

The Project Team will prepare the Future City portion of the Plan update through this phase, based on the outlines finalized at the end of Phase 2 plus further interaction with City officials, staff, residents and other stakeholders during this phase. The Future City portion will focus on key planning issues and considerations, further refined guiding principles and associated community goals, and a series of specific action items in five categories: (1) capital improvements, (2) programs and initiatives, (3) Development Regulations and standards, (4) partnerships (public/public, public/ private, etc.), and (5) more targeted plans/studies that may be necessary to ensure effective action, recruit partners, establish eligibility for grants or other external funding, etc. *As much as possible, and to direct greater Project resources to the Development Regulations aspect of the Project, the Project Team will reference content in the 2010 update of the Plan that is still timely and on target and only add new or supplemental information where needed, especially with regard to:*

- The long-range development outlook and context for Glenpool.
- Ways to strengthen the community's economic base and tax base.
- Orderly improvement of the area transportation system, considering not only facilities for automobiles but also pedestrian and bicycle circulation. *(For general Planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- The general outlook for the City's utility infrastructure. *(For general comprehensive planning purposes, this information will be derived from available resource documents and interactions with City staff and other pertinent contacts and will not involve any new technical analysis.)*
- Priorities for enhancing the community's park and recreation facilities and healthy living opportunities for residents.
- Community image and appearance in terms of development quality and conditions along high-profile roadways and at "gateway" locations, urban design factors and beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities.

The Project Team will also prepare a new Plan map that visually depicts the community's general growth and development pattern for the years ahead, thereby providing essential public policy support for the City's associated Development Regulations and other growth guidance tools and activities.

For the Development Regulations focus, the Future City phase will also involve an iterative process of drafting and then refining proposed new or amended content for the City's zoning and subdivision regulations. Associated steps will include:

1. Set up an **enCodePlus™** online site to facilitate the drafting/refinement process, including:
 - Designing and building the site framework, including the homepage, page layout and stylesheet, and preliminary outline.

- Orienting City staff on the use of the “Maintenance Module” drafting and editing tool and the comment/response feature.
- 2. Draft the content within two modules to facilitate periodic discussions with City staff and the Advisory Committee, as well as City Council, stakeholders and the public at appropriate points. The content and order of the modules will be determined as part of the Proposed Strategic Approach and Annotated Outline, based on the issues and existing regulatory elements identified as needing attention. This helps to break down the new and amended provisions into manageable pieces for ease of review and discussion.
- 3. Develop and refine content based on input received through outreach activities during the Existing City phase plus the iterative discussions above. This will include ongoing interaction with City staff to discuss regulatory options and strategies, how the draft content relates to existing standards and procedures, and any staff concerns and suggested modifications.
- 4. Identify any necessary revisions to the zoning district map.
- 5. Build the interactive functionality of the **enCodePlus™** online site once draft regulatory content is incorporated, including tags of all definitions and cross-references for the purpose of internal/external hyperlinking.

Engagement Activities

1. Conduct **Advisory Committee Meetings 3 and 4** during Phase 3 to present and discuss interim draft Future City materials with the Advisory Committee. Additionally, through extended agenda meetings, also present and obtain feedback and further direction on each draft module for the Development Regulations update. [\[Meeting 3 during TRIP 4 \(2-day trip\), Meeting 4 during TRIP 5 \(2-day trip\)\]](#)
2. In conjunction with each Advisory Committee work session above, also facilitate an open meeting with key stakeholders interested in the Development Regulations update to provide status briefings, seek additional input and feedback, and confirm support for or pinpoint any concerns with the interim results and direction of the update effort. [\[During TRIP 4 \(2-day trip\) and TRIP 5 \(2-day trip\) in conjunction with Advisory Committee Meetings 3 and 4\]](#)

Interim Deliverables

- **Draft Future City portion of Plan update**, including the new Plan map.
- **Draft modules** for review and feedback on potential new or amended content in the zoning and subdivision regulations, with all such content written to be consistent with the rest of the City Code.

PHASE 4 – IMPLEMENTATION

The Project Team will coordinate with City staff to compile from the draft Future City content those potential action items that are near-term and strategic in nature so they may be addressed in more detail and prioritized through the Implementation element. Other work activities will include:

1. Clarify the respective implementation roles of City officials and staff.

2. Highlight opportunities for the City to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
3. Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, and for completing future Plan reviews and updates at appropriate milestones.

Engagement Activities

1. Coordinate with City staff to arrange and host a **second community-wide event, with an “open house” format**, through which residents and others can view displays, hear an overview presentation, and interact with the City’s planning consultant and staff in an informal atmosphere prior to formal public hearings. Community input and feedback will be obtained on the potential near-term action priorities in the draft Plan update to be covered in Joint Workshop 3, as well as on key aspects of the proposed zoning and subdivision regulation updates also to be covered in Joint Workshop 3. *[TRIP 6 (2-day trip). The Project budget assumes the open house period will occur immediately prior to and in the same location as the third joint workshop below (e.g., open house period starting at 6:00 p.m. and joint workshop starting at 7:00 p.m.).]*
2. Facilitate a **third joint workshop** with City Council and Planning Commission with two major agenda items:
 - Provide an overview of the overall draft Plan, build consensus on near-term action priorities and discuss related implementation tools and logistics.
 - Present and discuss highlights of the proposed updates to the zoning and subdivision regulations, including key differences from existing provisions and practices, and any remaining issues where consensus is still lacking and resolution is needed.

[TRIP 6 (2-day trip)]

Interim Deliverables

- **Implementation section** to add to the overall Plan update package (for distribution by City staff to joint workshop participants ahead of the workshop).
- Latest **revised draft modules** for the Development Regulation updates in advance of Joint Workshop 3.

PHASE 5 – FINALIZATION AND ADOPTION

Following the final joint workshop in the Implementation phase, the Project Team will coordinate with City staff to compile revised Hearing Draft versions of both the proposed Plan update and the proposed Development Regulations updates for public hearing and official consideration. Following adoption by the City Council, the Project Team will produce the final as-adopted versions of the final outcome Deliverables, reflecting all further adjustments made through final review and deliberation.

Engagement Activities

1. In coordination with City staff, arrange for **two joint public hearings involving the City Council and Planning Commission** to be conducted on the same meeting agenda, through which:
 - The Project Team will present highlights of the final proposed Plan update during the first hearing, and then assist in responding to public comments and questions, as appropriate.
 - The Project Team will present highlights of the final proposed Development Regulations updates during the second hearing, and then assist in responding to public comments and questions, as appropriate.

The Planning Commission will then proceed into a workshop session, immediately after the joint hearings, for further discussion with City staff and the Project Team, as needed, and to identify any revisions the Commission may suggest in either the proposed Plan or the Development Regulation content as part of recommending their adoption to City Council. [\[TRIP 7 \(2-day trip\)\]](#)

2. A Project Team representative with Wallace Engineering will be available to attend the City Council meeting at which final adoption of the proposed Plan update and/or the proposed Development Regulations updates are to be considered for adoption, in case of any final questions or further discussion.

Interim and Final Outcome Deliverables

- **Hearing Draft versions** of the final proposed Plan update and the proposed Development Regulations updates, both in PDF format, for printing, distribution and website posting by City staff (also via the **enCodePlus™** site for the draft regulatory content).
- **Compilation of further potential revisions to the proposed Plan and/or Development Regulations content**, prior to City Council consideration of adoption, to highlight any further adjustments recommended to Council by the Planning Commission as part of its recommendation of adoption.
- **One (1) printed full-color master original of the final adopted Plan update**, including all maps and illustrations, provided in a binder for ease of reference and updating (typically with approximately 100 pages of final adopted content, plus supplemental appendix detail as appropriate).
- **One (1) complete electronic set of the final adopted Development Regulations update**, in a format compatible to codification by the City's codification contractor.
- **Electronic files** for all elements of the final Plan update and The Existing City Report (in their native format in Microsoft Office Suite and as Adobe PDFs, and with all GIS/map-related files in ESRI-compatible formats).
- Final **online publication of the as-adopted zoning and subdivision regulations** via the **enCodePlus™** site. The City will receive a username and password for maintaining the online version.

APPROACH TO DELIVERABLES

Draft Deliverables. The Project Team will provide draft Deliverables through each phase of the Project. These Deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the Project. All such interim Deliverables will be provided to the City in Adobe PDF format for ease of file transfer and reproduction and distribution. The PDF versions are also suitable for website posting. Graphics will be produced in color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Consolidated Review and Revision. Whenever the Project Team submits draft Deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward to the Project Team in a consolidated manner all review comments on and requested/suggested revisions to such Deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how the Project Team should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, staff-recommended revisions.

The Project budget assumes original drafting of each interim Deliverable and one consolidated revision round upon receipt of compiled comments from the City's Project Director.

Only minor revisions will be made following Plan adoption to produce the final as-adopted Plan. Extensive substantive revisions that arise at or after the final adoption phase may require Additional Services, as provided in Section 2.2 of the Agreement, depending on their nature and the budget status at that final stage of the Project.

ADDITIONAL OR CONTINUING SERVICES

During the course of or at the conclusion of the Project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage Consultant or Project Team personnel in additional work efforts or post-adoption implementation support not anticipated at Project initiation and not provided by this Exhibit "A" – Scope of Services as currently outlined. Any such Additional Services shall be specifically authorized by the City and documented through a written amendment to the Agreement and to this Scope of Services and approval of a corresponding increase in the compensation amount—and, if necessary, the time of performance—of the original Agreement. Example Additional Services options include:

OPTION 1: Plan Summary Piece

Consultant personnel would design an attractive summary booklet for the updated Plan (up to 16 pages in length), created in an electronic desktop publishing format for visual appeal and quality printing as these publications also often serve as a valuable economic development and profile-raising piece for the community. The booklet would include a highly readable summary of the Plan highlights along with tables, charts, illustrations and maps. In particular, the booklet would highlight key action steps to be pursued over the next 10 years in accordance with the Plan. Consultant personnel would coordinate with City staff to integrate any specific ideas into the layout and design, leading to a digital proof for review by staff prior to submitting all final revised files for production by the City through its selected print shop.

OPTION 2: Updated Official Zoning District Map

Consultant personnel would be available to assist the City with updating the Geographic Information System (GIS) version of its official zoning district map to incorporate new zoning districts or changes to the boundaries of existing zoning districts which may result from either of the Plan or the Development Regulations update. Consultant personnel would also be available to assist City staff with presentations to citizen and stakeholder groups to explain and address questions on the new or adjusted districts.

OPTION 3: Interactive Zoning Map

As a supplement to the **enCodePlus™** site, Consultant would convert the City's zoning district map to an online interactive map, integrated into the **enCodePlus™** site, allowing a user to toggle between the map and regulatory content.

OPTION 4: On-Site Training

Consultant personnel would conduct on-site training for appropriate City staff and department representatives focused on specific provisions and/or new procedures in the updated Development Regulations.

OPTION 5: Support Materials

Consultant personnel would prepare a Development Guidebook (and/or other "plain language" public education posters or handouts) to assist both applicants and staff in navigating and ensuring compliance with the updated Development Regulations. This could also include new application packets, including electronic "fill-in" forms.

OPTION 6: Website Content

Consultant personnel would prepare written responses to likely "Frequently Asked Questions" (FAQs) about the updated Development Regulations for website posting, to be accompanied by links to the new regulations and online application packets and other resource and contact information.

PROJECT COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee.

Project / Client Coordination	\$6,693
Project Start-Up	\$6,485
PHASE 1 – The Existing City* (Including Trip 1: Joint City Council/Planning Commission Workshop #1; up to four “listening sessions”; and Advisory Committee meeting #1; and Including Trip 2: Community Outreach Workshop #1; and Advisory Committee meeting #2)	\$43,585
PHASE 2 – Plan Direction and Assumptions (Including Trip 3: Joint City Council/Planning Commission Workshop #2)	\$10,500
PHASE 3 – The Future City (Including Trip 4: Advisory Committee meeting #3; and Including Trip 5: Advisory Committee meeting #4)	\$45,950
PHASE 4 – Implementation Including Trip 6: Community Outreach Workshop #2; and Joint City Council/Planning Commission meeting #3)	\$17,530
PHASE 5 – Plan Finalization and Adoption (Including Trip 7: Two Joint City Council/Planning Commission public hearings; and Planning Commission Workshop)	\$17,130
TOTAL	<u>\$147,870</u>

** The Existing City line includes many of the early community outreach activities.*

Exhibit “B”

Support Services of Client

The **City of Glenpool** (“Client”) will provide administrative and technical support services to assist Kendig Keast Collaborative (“Consultant”) in performing the Scope of Services described in Exhibit “A.” The support services to be provided by the Client will include the following types of general services and specific tasks for the Project (capitalized terms have the same meaning as in Exhibit “A”):

- Identify a single individual as the Client’s Project Director, who will serve as a primary point of contact and source of day-to-day Project direction for this collaborative effort involving Client and Consultant personnel, resources and capabilities.
- Provide all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the Client in digital or printed format and is pertinent and necessary for development of each interim and final outcome deliverable. *Prompt compilation and delivery of such resource materials to the Consultant is an essential prerequisite for initiation of work and timely progress on various initial study tasks.* The Client will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon Project completion. Digital files are preferred whenever available.
- Immediately upon Project initiation, the Client’s Project Director will coordinate with the Consultant to transfer spatial data and mapping that the Client can make available for the Project, including data sets and GIS coverages already developed/maintained by the Client for its entire planning area or readily available to the Client from other sources. (The Consultant will also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.) *Delay in transferring this data to the Consultant may compromise the overall Project and the schedule of Deliverables. Availability of a workable base map and dataset is an essential prerequisite for initiation of work and timely progress on various initial tasks.*
- Ensure that key Client personnel, board/commission members and elected officials will participate as needed in the process and be available upon request, through arrangements made by the Client’s Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the Project. This will include potential formal or informal meetings and briefings with City officials as specified in Exhibit “A,” Scope of Services.
- Assist the Consultant in establishing contacts with agencies and organizations for data collection and coordination purposes, except where the Consultant is already known to and has communicated with an agency or organization through previous projects. Based on our experience, it is helpful for Client staff to make such entities aware of the Project and provide a “heads up” in advance of potential Consultant contacts so the agency or organization recognizes that the Consultant is engaged in a Client-sponsored Project that will benefit from their input and support.
- Reproduce and forward each draft deliverable submitted by the Consultant to advisory committee members (or to designated board/commission members in lieu of an advisory committee), key Client staff members and other Project participants as appropriate. An item should be added to City Council agendas throughout the duration of the Project, at appropriate milestone points, to provide ongoing discussion opportunities and to allow for

overall direction of the process. Client staff will be responsible for providing briefings to City officials at regular intervals throughout the process, in addition to any Consultant briefings specified in Exhibit "A," Scope of Services.

- Conduct public information activities in conjunction with major public meetings/events and other fitting Project milestones. The Client will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and Project information and updates on the Client's website.
- Use the Client's website to disseminate information and inform, update and educate the public about the ongoing Project. The Consultant will provide already-completed documents or GIS maps in an Adobe PDF format, which can be easily posted on the Client's website.
- Provide three-ring binders with tabs for all advisory committee members, involved officials and staff, and others as needed for purposes of organizing and maintaining Project materials throughout the process. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Consultant will provide one reproducible original of notebook materials for reproduction and distribution by the Client.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit "A," Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels with flip pads and markers, etc.). The Client's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailling/distributing notices, reproducing agendas and other handout materials, and providing refreshments. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Client will also be responsible for inviting local officials and representatives of other key agencies and community organizations to attend public meetings related to the process.
- Commit the necessary resources to prepare adequately for, promote citizen participation in, and ensure media coverage of key community involvement events. The Client might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support. The Client's responsibilities will include securing a meeting location with adequate setup and seating for large gatherings and presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, flip pads and markers, etc.), distributing promotional posters and/or flyers, distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards (as appropriate), making arrangements for snacks/beverages, providing greeters and Client staff or volunteers to staff a sign-in table, assigning Client staff to assist Consultant personnel during any planned break-out sessions, arranging for local officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes to encourage attendees to stay for the entire event (as appropriate), and reproducing a program/agenda for the event. The Consultant will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.
- Consider and act on all Deliverables and other interim work items submitted by the Consultant that require Client review, comments or approval within a reasonable period of

time so as to enable the Consultant to complete the work on schedule. Specific timeframes for such Client response will be incorporated into the detailed Project schedule cited in Exhibit "A," Scope of Services. *Any delays encountered by the Consultant during the Project, which are beyond the Consultant's control, will be documented in the monthly progress reports and may delay the delivery of work products and/or the original anticipated completion date of the Project.*

- Provide the Consultant written summaries, and copies of any handouts/materials, from all Project-related meetings not attended by the Consultant.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the Client.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: 2016 COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

DATE: SEPTEMBER 6TH, 2016

BACKGROUND

- On April 18th, 2016, the City Council held a public hearing for the purpose of requesting input for 2016 CDBG projects. At that meeting, the City Council determined to apply for a grant to address building renovations and upgrades at the Senior Citizen Building. Resolution No. 16-04-02 was executed which reflects the City of Glenpool's commitment to this project.

The request before the Council tonight is for consideration and action regarding the acceptance of a Community Development Block Grant (CDBG) FY2016 contract that has been awarded to the City of Glenpool to achieve the following:

- Replace (4) central HVAC/furnaces/air handling units with high efficiency systems.
- Remove, dispose of and replace roof with roof-ridge vent system with lifetime warranty.
- Remove, dispose of existing VCT tile in building & replace in kitchen, pantry, east building entrance.
- Remove, dispose of all existing carpeting and install commercial grade carpeting, and remove and replace all base cove molding.
- Install an interior video, two-camera, building surveillance system with local and remote monitoring capability.
- Install a total building interior security system to include all building entry door and window contacts and all necessary interior motion detectors. System to include two interior control panels, audio alarm and have remote monitoring capability.
- Remove and dispose of all interior doors throughout the building including the removal and disposal of all wood base and door trim molding. Install

new interior door systems with Masonite brand, pre-hung, hollow core type, door systems including the replacement of all wood door and base moldings with like materials. All existing door operating hardware to be salvaged and re-installed on new doors.

The attached contract was issued by Tulsa County and describes the terms and conditions regarding this \$72,645.00 grant, along with the City's previously approved share of the cost of \$7,355.00 which will be funded as a part of the City's Budget approved for the 2016/2017 fiscal year. Together with the grant funds, this will total the full amount of the estimated cost of this project (\$80,000.00).

Recommendation:

Staff recommends acceptance and approval of the CDBG contract in the amount of \$72,645 and the additional matching funds in the amount of \$7,355.00 from the City's Budget approved for the 2016/2017 fiscal year.

Attachments:

1. Resolution 16-04-02 dated 4/18/16
2. Project Cost Estimate
3. CDBG Grant Contract

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2016 TULSA COUNTY URBAN COUNTY**

RESOLUTION NO. 16-04-02

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as a representative of the United States of America, to grant to Tulsa County funds and administrative responsibility for the Tulsa County Urban County CDBG program; and

WHEREAS, a Cooperation Agreement between Tulsa County and the City of Glenpool has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Glenpool desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County Urban County CDBG program to provide assistance.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council that the City of Glenpool affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, Tulsa County and all empowered agencies thereof.

ADOPTED this 18th day of April, 2016, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).



Timothy Lee Fox, MAYOR City of Glenpool

Attest:
Subscribed and sworn to before me April 18, 2016



Julie Casteen, Acting City Clerk



Glenpool Senior Activities Center Black Gold Park

April 27, 2016

Existing Building Renovation & Upgrade Projects:

<u>Description:</u>	<u>Estimated Cost:</u>
1. Remove and replace four (4) existing central HVAC systems to include high efficiency (18 SEER) Trane brand air conditioning condensing units and high efficiency (96% AFUE) natural gas furnace and air handling units.	\$31,000
2. Remove, dispose of, and replace all existing roofing and underlayment on entire building using 30# felt underlayment and Certanteed brand architectural style shingles having a lifetime warranty. Work to include new continuous roof ridge vent system.	\$15,250
3. The removal and disposal of all existing VCT tile in the entire building The replacement of existing tile in the kitchen, pantry, and east building entry with VCT tile of similar grade and weight.	\$6,250
4. Remove and dispose of all existing carpeting in the entire building. Install approximately 350 SY of similar glue-down type commercial grade carpeting on all floor areas in the entire building except kitchen, pantry, east building entry, and bathroom areas. Work to include the removal and replacement of all base cove moldings.	\$8,500
5. Install an interior video, two-camera, building security system with local and remote monitoring capability.	\$1,500
6. Install a total building interior security system to include all building entry door and window contacts and all necessary interior motion detectors. System to include two interior control panels, audio alarm, and have remote monitoring capability.	\$500
7. Remove and dispose of all interior doors throughout the building including the removal and disposal of all wood base and door trim molding. Install new interior door systems with Masonite brand, pre-hung, hollow core type, door systems including the replacement of all wood door and base moldings with like materials. All existing door operating hardware to be salvaged and re-installed on new doors.	<u>\$17,000</u>

Total Estimated Cost: \$80,000

*The sub-project costs listed above are a result of the City of Glenpool Community Development Department's effort to solicit and receive competitive quotes covering the work specified and described in each listed item. The cost amounts listed are those received from the lowest qualified contractor.

The City of Glenpool



Lynn Burrow, PE
Community Development Director



Contract For Public Improvements For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this 26th day of September, 2016 by and between Tulsa County ("COUNTY"), and the City of Glenpool ("CITY").

This Contract shall be in effect the 1st day of July, 2016 and shall be in effect through the 30th day of June, 2017. The Contract period may be extended by mutual agreement of both parties.

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, a Cooperation Agreement between the County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

WHEREAS, the City desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY 2016 Tulsa County CDBG Urban County funds (**B-16-UC-40-0001**) for the purpose of public improvements;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the oversight of the renovation of the Glenpool Senior Citizens Center that includes replacement of the roof; replacement of the HVAC system; installation of an interior video security system; and improvements to the building to make the Senior Center facility compliant with the *Americans With Disabilities Act* (ADA) standards in order to serve the users of the Senior Citizens Center and to meet the objectives of the Community Development Block Grant program in accordance with the terms and conditions as set forth herein.

The City agrees to perform those duties, obligations, and representations contained in its application to Tulsa County and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by Tulsa County in contemplation of this contract, said application being incorporated herein and made a part hereof by reference.

II. Budget

The City shall be allocated \$72,645 from Fiscal Year 2016 Tulsa County CDBG Urban County funds.

- a. No property or non-permanent fixtures shall be purchased with CDBG funds.

III. Method Of Payment

- a. Payment will be made to the City on either a reimbursement of paid invoices basis or submission of actual payable invoices. The City shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.
- b. City will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Seventy-two Thousand, Six Hundred and Forty-five Dollars (\$72,645) for all services required.

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the City shall return any unused CDBG funds within 30 days of the date this agreement terminates or expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this contract may be subcontracted without written consent of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this agreement. In no event will the City incur any obligation on the part of the County.

Modification

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

Disputes, Interpretation, Remedies

- a. In the event the parties fail to agree on interpretations of this contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
- b. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the City that exists then or occurs later.

Severability Clause

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

Hold Harmless Clause

City shall, within limitations placed on such entities by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property which injury or damage is legally determined to be caused by any act or omission of City committed within the performance of its duties under this contract. City shall, within limitations placed on such entity by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Laws, to the extent such claims arise out of acts committed in furtherance of this contract. In any agreement with any sub-recipient or any agent for City, City will specify that such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

Personnel

- a. The City represents that it will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.

- b. The City has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the City shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the City of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the City shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the City.

Termination of Contract for Convenience

Either the City or the County may terminate this contract at any time by giving at least 15 days notice in writing to the other party. If the contract is terminated as provided herein, the City will be paid for the services provided and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the City shall take appropriate steps to assure compliance.

Interest of City and Employees

The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of these services hereunder. The City further covenants that in the performance of this agreement no person having any such interest shall be employed.

Reports and Information

The City, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

City shall furnish the County narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the County or federal grantor agencies.

Compliance with Local Laws

The City shall comply with all applicable laws, ordinances and codes of the state and local governments.

Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the City.

Records and Audits

City shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. City shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

The City shall comply with OMB circulars A-110 and A-122 requirements, where applicable. The OMB circulars are hereby made a part of this contract. The City shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

If the City expends \$750,000 or more in a year in Federal awards from all sources, the City shall comply with OMB circular A-133 requirements and have a Single Audit conducted. This OMB circular is hereby made a part of this contract. The City shall provide a copy of its A-133 audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Anti-Kickback Regulations

The City shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

Equal Employment Opportunity

The City shall comply with the following equal opportunity requirements as part of CDBG assurances:

a. Civil Rights Act of 1964, Title VI

City shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

City shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

City shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.

d. Affirmative Action

City shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Subpart J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

Labor Standards

- a. The City shall comply with the requirements of Davis-Bacon Act (40 USC Section 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The City further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required.
- b. Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

Acquisition and Relocation

Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17) Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24.

Age Discrimination Act of 1975

City shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Americans With Disabilities Act of 1990

City shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

Rehabilitation Act of 1973, Section 504

City shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the City and County have executed this contract as of the date first written above.

City of Glenpool, Oklahoma

By _____, Mayor

ATTEST:

City Clerk

Approved:

City Attorney

Tulsa County Board of Commissioners

By _____ Chair

ATTEST:

County Clerk

Approved:

District Attorney



DENNIS WALLER
Chief of Police

GLENPOOL POLICE DEPARTMENT

P.O. BOX 70 / 14536 S. ELWOOD AVENUE
GLENPOOL, OK 74033
(918) 322-8110 MAIN
(918) 322-3011 FAX



BART HARRIS
Assistant Chief of Police

To: Mayor and Council

We currently have 2 animal control vehicles, our main Truck a 1999 Ford and our back up a 2002 Dodge.

Approximately 4 weeks ago our main truck the 1999 Ford that has over 200,000 miles showing on the odometer basically blew up, sending parts out through the oil pan, our back up truck the 2002 Dodge has well over 100,000 miles on it and is in very poor condition we continue to have electrical problems with this vehicle

To be able to maintain our level of service that we have been providing we need to purchase a Truck for our main ACO unit and continue to use the 2002 Dodge as a backup unit.

I was instructed to look for another truck that would serve our purpose as the main ACO unit. I was fortunate to locate a truck at a local dealer "B-Line motors" that I believe will serve our purpose.

It is a 2005 Dodge half ton 4 door with the small V-Engine the truck has 126,287 miles on it and the price was lowered for us from \$10,444.00 to \$8,900.00. I drove the truck and it seems to be a very sound vehicle and very clean.

Since the Fords cargo box is for a long bed and is attached to the Frame I have located a company out of Woodson Texas that custom builds cargo boxes made for Animal Control purposes, these boxes are made from aluminum and custom fit to the truck and can be moved from truck to truck as needed.

The cost for this box is \$4,897.00. To finish out the vehicle to make it usable and safe for the ACO Officers, we will have to put some type of City Logo Graphics on it, emergency equipment and the installation of a radio this cost will be in the area \$1,200.00 as we have some lighting for the vehicle we will just need to have it installed.

Making the total cost for the ACO Truck ready to put on the street at \$15,000.00

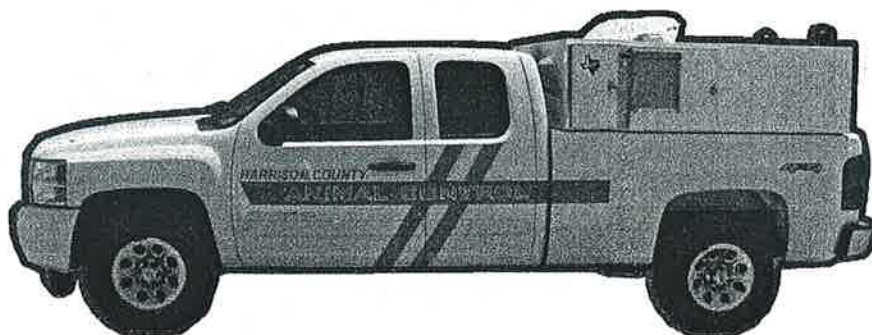
Staff recommends approval.



Slide-In Animal Control Unit Good Looks & Durability All In One

Standard Equipment

- * All Aluminum Construction
- * Full Length Aluminum Door Hinges
- * Locking "T" Handle Door Latches
- * Aluminum, Heavy Duty Adjustable Door Vents
- * Pop-Up Roof Vents to Aid Ventilation
- * Rear Stalls Have Inner Safety Bar Doors
- * Storage Area Has Interior Lights, Carpet Floor & Equipment Hooks
- * All Compartments Have a Self Contained Aluminum Floor
- * Easy Wash Out Design
- * Does Not Use Truck Bed as Part of The Cages
- * Uncompromising Jones Trailer Co. Quality



Full Size Truck

- * Long Bed (8') --Choice of either 8 stalls and no storage area or 6 stalls and a full through front storage area ----\$5195.00

- * Short Bed (6.5')-- Choice of either 6 stalls and no storage area or 4 stalls with a full through front storage area ----\$4897.00

Small Size Truck

- * Long Bed--Choice of either 6 stalls and no storage area or 4 stalls with a full through front storage area ----\$4850.00
- * Short Bed--Choice of either 4 stalls and no storage or 2 stalls with full through front storage area ----\$4612.00

Available Options

- * Stainless Steel Outer Skin-----\$610.00
- * Stainless Steel Inner Skin & Floor, per stall--\$210.00
- * Stainless Steel Door Hinges-----\$75.00
- * Stainless Steel Door Latches, each-----\$22.00
- * Heavy duty rubber floor mats, per stall-----\$35.00
- * 12 Volt Exhaust Fan, 100 cfm-----\$189.00
- * 12 Volt Exhaust Fan, 1000 cfm-----\$289.00
- * Insulation, 1" thick with inner aluminum liner, priced per stall-----\$104.00
- * Partition gate between stalls, ea-----\$82.00
- * Removable divider between rear stalls-----\$144.00
- * Safety Bar Doors, ea-----\$187.00
- * Interior Lights, ea-----\$36.00
- * Rear Flood Lights, ea-----\$79.00
- * Air Conditioner, truck engine powered-----\$1,625.00
- * Heater-----\$480.00
- * Installation with AC or Heater -----\$700.00
- * Installation without AC or Heater -----\$300.00
- * Amber Strobe Light, each-----\$125.00
- * Back Up Alarm-----\$84.00



Jones Trailer Company Slide-in units provide a very economical way for your department to provide professional services and create community good-will. Slide-in units cost approximately 1/3 of the price of a comparable chassis mount body. All Jones slide-in units are designed to be installed on standard 1/2 ton pickups and smaller trucks to increase your fuel economy. We invite you to compare our animal control products with others on the market. Our slide-in units have their own self contained floors and do not rely on the truck bed to contain the animals

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DEALER

B-Line Motors

P.O. Box 17
Glenpool, OK 74033
(918) 321-5900

PURCHASER

NAME City of Glenpool

ADDRESS _____

CITY _____ ST. _____ ZIP _____

HOME PHONE _____

BUSINESS PHONE _____

DEALER WARRANTY DISCLAIMER - PURCHASE

MAKE Dodge MODEL D150 BODY TYPE _____
VEHICLE IDENTIFICATION NO. 107HA18N15J531138 YEAR 05

The above described motor vehicle is being sold "as is" and "with all faults" and:

THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

If the above described motor vehicle is a new vehicle then this additional provision is applicable:

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER.

Purchaser acknowledges that he has read, understands and accepts all of the provisions of this dealer warranty disclaimer covering the motor vehicle described above.

Date _____ Buyer's Signature _____

ODOMETER MILEAGE STATEMENT-PURCHASE

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, B-Line Motors, state that the odometer (transferor's name - PRINT) now reads 126,287 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE Dodge BODY TYPE _____ MODEL D150
VEHICLE ID-NUMBER 107HA18N15J531138 STOCK NUMBER _____
COLOR _____ TRIM _____ YEAR _____

TRANSFEROR'S PRINTED NAME (SELLER)

B-Line Motors

VEHICLE BUYER'S ORDER

YEAR 05 MAKE Dodge MODEL D150 TYPE _____ COLOR _____
VIN 107HA18N15J531138 TITLE # _____
TAG # _____ REG. DECAL _____ EXP. DATE _____ INSPECTION _____ EXP. DATE _____

VEHICLE SALES PRICE 8900.

ACCESSORIES & EXTRA EQUIPMENT _____

TOTAL DELIVERED PRICE 1

TRADE IN ALLOWANCE 2

TRADE DIFFERENCE (line 1 minus line 2) 3

BALANCE DUE ON TRADE IN (Pay Off) 4

DOCUMENTARY FEE 5

EXTENDED SERVICE PLAN 6

TOTAL DOWN PAY 7

BALANCE DUE ON DELIVERY 8

CASH ☐ CHECK ☐ OTHER ☐ BALANCE REC'D BY _____
REMARKS _____

TRADE-IN RECORD

YEAR _____ MAKE _____ MODEL _____ TYPE _____ COLOR _____
VIN # _____ TITLE # _____
TAG # _____ STICKER # _____ EXP. DATE _____ INSPECTION _____ EXP. DATE _____

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THE PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, OR OLDER, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

THIS SIGNED ORDER IS A BINDING CONTRACT.

BUYER'S SIGNATURE _____

ADDRESS _____

CITY/STATE _____ PHONE _____

THIS IS NOT VALID UNLESS SIGNED & ACCEPTED BY DEALER OR HIS REPRESENTATIVE.

SALESMAN Robert Hughes AND/OR B-Line Motors DEALER'S SIGNATURE _____

ODOMETER MILEAGE STATEMENT-TRADE-IN

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____, state that the odometer (transferor's name - PRINT) now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE _____ BODY TYPE _____ MODEL _____
VEHICLE ID-NUMBER _____ STOCK NUMBER _____
COLOR _____ TRIM _____ YEAR _____

TRANSFEROR'S PRINTED NAME (SELLER)

TRANSFEROR'S STREET ADDRESS



To: HONORABLE MAYOR AND CITY COUNCILORS
From: Roger Kolman, City Manager
Date: September 6, 2016
Subject: Chamber of Commerce Agreement

Background:

The City of Glenpool has a long established relationship with the Glenpool Chamber of Commerce, relying upon their paid employees and a host of volunteers to provide various services to, and on behalf of the city. Those services have been valuable to the continued growth in Glenpool and are much appreciated.

The proposed agreement calls for an annual payment of \$20,000 by the City of Glenpool for services required in the agreement and an additional \$5,000 to support the annual Black Gold Days event. The agreement is funded from line item 01-6-11-6235 in the FY2017 adopted budget.

Staff Recommendation:

Staff recommends approval of the Agreement with the Glenpool Chamber of Commerce for fiscal year 2017.

Attachments:

Proposed Agreement.

AGREEMENT

This Agreement is entered into as of July 1, 2016, by and between the City of Glenpool, Oklahoma, a municipal corporation, the Glenpool Industrial Trust Authority, hereinafter referred to jointly as "Glenpool" and the Glenpool Chamber of Commerce, a not-for-profit corporation, hereinafter referred to as "Chamber."

- I. Glenpool agrees to provide the following:
 - A. Glenpool will provide space consisting of two offices and a reception area on the first floor of the Conference Center/City Hall to be occupied by the Chamber for its exclusive use.
 - B. Glenpool will provide use of a conference room for periodic use by the Chamber with reasonable notice to the City and at no cost to the Chamber.
 - C. Glenpool will provide meeting space for the monthly business luncheons hosted by the Chamber, with reasonable notice to Glenpool and at no cost to the Chamber.
 - D. Glenpool will provide the use of the Conference Center space for the annual banquet hosted by the Chamber at no cost to the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leasees at the Conference Center.
 - E. Glenpool will provide and pay for all electricity, natural gas, and Glenpool-owned or managed utilities for said space.
 - F. Glenpool will provide Chamber One Thousand and Six Hundred and Sixty Six Dollars and Sixty-Six Cents monthly (\$1,666.66 monthly; aggregate of \$20,000.00 annually) as consideration for Chamber services that are of community-wide benefit to Glenpool and enumerated in Section II of this Agreement.
 - G. Glenpool will provide personnel to supplement the front desk support provided by the Chamber as required under Section II, for up to one day per week during any non-emergency situation. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the City Manager at least 48 hours in advance. Under no circumstances shall Glenpool be required to provide such supplemental support for more than 10 days during any fiscal year that this Agreement is in force.

- H. Glenpool will support the economic development goals of the annual Black Gold Days event by contributing no more than \$5,000.00, subject to such reasonable restrictions on its use as Glenpool deems appropriate.
- II. Chamber agrees to provide the following:
 - A. Chamber will pay annual rent to Glenpool for specified office, storage, and conference room space; specified utilities, phone and internet services and specified signage in an amount not to exceed one hundred dollars (\$100.00) per year.
 - B. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of January each year this agreement is in effect.
 - C. Chamber shall work on business retention and expansion efforts with existing businesses, and shall serve as a local business advocate addressing the concerns of local businesses. Chamber shall regularly communicate significant concerns of the business community to the City Manager.
 - D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of Glenpool for the hours from 8:00 a.m. through 5:00 p.m. Monday through Friday. No such services shall be required on days that are official holidays of Glenpool. As provided by Section I.G. Chamber shall notify the City Manager at least 48 hours in advance of non-emergency situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the City of the need for supplemental personnel.
- III. The term of this Agreement shall be for one year, to be measured on a City of Glenpool Fiscal Year (July 1 – June 30) basis, beginning July 1, 2016.
- IV. Although Glenpool may opt to continue this Agreement, or issue a new agreement, beyond the one Fiscal-Year period referenced in Section III, Glenpool and Chamber both understand that Glenpool cannot legally obligate funds beyond June 30th of any fiscal year, and therefore this Agreement cannot be automatically renewed. Subsequently this Agreement may be renewed annually upon written approval by the governing bodies of both parties.
- V. This Agreement may be terminated by either party by providing written notice as follows:
 - A. Chamber may terminate this Agreement with 60 days written notice to

Glenpool.

B. Glenpool may terminate this Agreement with 60 days written notice to Chamber.

VI. If any provision of this Agreement, or the application thereof, is held invalid, the invalidity shall not affect other provisions of this Agreement. Said invalid provision shall be deemed to be severable from this Agreement. It is understood that the foregoing is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner, save by written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2016.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY
An Oklahoma Trust Authority

By: _____
Timothy Lee Fox, Chairman

Attest:

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____
Name: _____
Title: Chairman of the Board

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney



To: HONORABLE MAYOR AND CITY COUNCILORS
From: Roger Kolman, City Manager
Date: September 6, 2016
Subject: SRO Agreement – Glenpool Public Schools

Background:

The City of Glenpool ('City') and the Glenpool Public Schools ('District') have a long established and mutually beneficial relationship. Part of that relationship has included sharing the services of a CLEET certified police officer that serves as a School Resource Officer ('SRO') during the academic year, and performs other police duties during the off term parts of the year. This agreement provides for that relationship to continue during the current academic year.

Significant Changes

Due to the continuing growth in the GPS student population, the City and the District have had extended discussions about the possibility of assigning two SRO's for this current fiscal year. However, because of the current uncertainties surrounding funding for public schools, the District has opted to wait until around the beginning of the new calendar year to determine if another SRO is needed and can be funded within their budget. The agreement includes language that would allow both parties to add the additional officer by separate written instrument if that comes to pass. On the City side, assigning an additional officer to serve as an SRO would necessitate the creation of a new position within the patrol division to cover the duties of any existing officer assigned as SRO.

The partnership between the City and the District regarding the SRO has contemplated the sharing of the payroll and benefits costs for that officer on a more or less equal basis. While in discussions regarding the additional SRO, it was discovered that the District has reimbursed the City the same flat amount of approximately \$29,500 since at least the 2008 fiscal year. Currently, fifty percent of the SRO's salary and benefits total approximately \$ 39,600. Recognizing the long standing relationship and the issues existent within each of the entities' budgets, the parties determined that an increase in the reimbursement of \$2,500 to \$32,000 this year would move the parties closer to that fifty/fifty partnership.

Staff Recommendation:

Staff recommends approval of the Agreement with the Glenpool Public Schools for fiscal year 2017.

Attachments:

Proposed Agreement.

**CITY OF GLENPOOL AND GLENPOOL SCHOOL
DISTRICT SCHOOL RESOURCE OFFICER AGREEMENT,
INCLUDING DRUG DOG SERVICES (AS AVAILABLE)**

This Agreement is made and entered into as of the 1st day of July 2016, between Independent School District No. 13 of Tulsa County, Oklahoma (the "Glenpool School District") and the City of Glenpool ("City").

RECITALS:

- A. The Glenpool School District and the City desire to enter into an agreement for the funding of one City police officer to serve as a school resource officer ("SRO") for the Glenpool School District for the 2016-2017 academic year. Subject to a separate written agreement of the City and the Glenpool School District, one additional SRO may be assigned during the academic year.
- B. The Glenpool School District also desires to obtain drug dog services so that drug dog searches may be performed on Glenpool School District property. Such services will be coordinated and facilitated by the City Police Department, depending upon the availability of K-9 Unit services (including dog and handler) through interagency mutual aid agreement(s).
- C. The City desires to provide the foregoing drug dog services through such intermediary agency to the Glenpool School District to the fullest feasible extent, pursuant to the terms of this Agreement and in accordance with current developments in the laws and cases interpreting the Fourth Amendment to the United States Constitution pertaining to search and seizure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the Glenpool School District and the City agree as follows:

- 1. The Glenpool School District acknowledges its obligation to fund up to one-half of the salary and all related employee benefits of one SRO for any given academic year in which SRO(s) are

assigned to the duties set forth in this Agreement. For the academic year 2016-2017, the City agrees to receive the amount of Thirty Two Thousand and No/100 Dollars (\$32,000.00) in consideration of providing one SRO. The Glenpool School District and the City acknowledge that this amount is less than one-half of the costs for the SRO's salary and related employee benefits and agree, over the course of future agreements, if any, to advance toward the goal of both parties paying one-half of those costs. In the event that a second SRO is assigned during the course of the academic year, consideration will be in an amount to be determined in the separate agreement referenced in Recital "A" above. The City agrees to invoice the Glenpool School District from the City Treasurer's office. One-half of the billing shall be paid by the Glenpool School District no later than January 15, 2017, with the balance due no later than June 30, 2017.

2. The City, through the Glenpool Police Department, will screen any officer to be used as an SRO in the program and will be responsible for all payroll functions for the SRO.
3. The City agrees to provide such basic training as may be needed for the SRO without further charge to the Glenpool School District. The SRO's duties will include:
 - a. Enforcing the laws of the State of Oklahoma and ordinances of the City of Glenpool while on school property;
 - b. Serving as an advisor to the Glenpool School District on issues of law enforcement;
 - c. Serving as a liaison to other support agencies, as appropriate within the scope of the SRO's duties;
 - d. Subject only to informal agreement among the assigned SRO, the Glenpool Police Department and the Glenpool School District regarding frequency, schedule and subject matter, serving as a law-related instructor to the Glenpool School District staff and students with instruction on law-related issues; and
 - e. Subject to separate, written agreement regarding frequency, schedule and scope of any proposed search, serving as liaison to any agency or police department that agrees to provide K-9 Unit services pursuant to this Agreement.

- f. Subject to availability and scheduling, providing traffic control assistance on Warrior Road to facilitate better traffic flow during peak traffic hours.
- 4. Subject to the terms and conditions set forth in Sections 8 and 9 below, drug dog searches will be coordinated and facilitated by the City Police Department on dates to be set by the Superintendent and/or Site Administrator in conjunction with the City Police Department. It is essential that dates for scheduled searches be agreed upon in advance. In addition to scheduled searches, emergency drug dog searches may be provided by the City Police Department upon sufficient notice from the Superintendent and/or Site Administrator.
- 5. The only cost to the Glenpool School District for such drug dog services as may be provided by the City through another agency pursuant to a mutual aid agreement, more than what is included in the compensation amount provided by Section 1 above, is any actual cost incurred by the City for the provision of such services. It is anticipated that there will be no additional charge for drug dog services. If any instance of providing the services of a K-9 Unit will result in an additional charge, the City agrees to notify the Glenpool School District of such charge as part of negotiating the informal agreement referenced in section 3(e) above, thereby giving the School District the opportunity to decline such services.
- 6. Each sniff search involving a drug dog shall last no longer than one hour and shall include any and all school property identified by the Superintendent and/or Site Administrator to be searched. Areas may include, but are not limited to, locker areas, restrooms, classrooms, parking areas, schoolyards and any other areas where prohibited substances could be stored, hidden, placed or found.
- 7. The drug dog shall sniff areas and not individual persons. However, if the drug dog alerts on an individual person, an appropriate Glenpool School District administrator will immediately be notified for a possible follow-up search based upon reasonable suspicion, as more particularly provided in Sections 8 and 9 below.
- 8. Any drug dog involved in a sniff search that is used to provide services under this Agreement must conform to the following requirements:

- a. The drug dog and the K-9 handler of the dog used must be properly certified under Oklahoma State law.
 - b. The drug dog will be handled only by a qualified K-9 handler with which the drug dog has been certified.
 - c. The K-9 handler must maintain proper training and working logs for the drug dog.
 - d. The drug dog must be experienced and shown reliable in alerting on prohibited substances.
 - e. The K-9 handler of the drug dog must be experienced and shown reliable in recognizing alerts by the particular drug dog the handler is handling.
 - f. The drug dog must be trained using actual prohibited drugs and not using "pseudo drugs."
 - g. The drug dog must be trained to alert on at least the following prohibited substances: Marijuana, cocaine, heroin, methamphetamines and by-products of the listed substances.
 - h. The Glenpool School District shall identify the City of Glenpool as an additional insured on its general liability insurance, shall provide the City a copy of the declaration page verifying such addition and, to the extent allowed by law, shall waive any claim for liability against the City for any damage to property that may occur during the course of a search authorized by this provision, regardless of whether such damage shall be allegedly or actually caused by the drug dog engaged in the search.
9. The following is a chronology of steps that shall be followed during the course of a routine (non- emergency) authorized drug dog search:
- a. The School Superintendent or Site Administrator will negotiate a schedule of one or more drug dog searches with the City Police Department as part of the informal agreement referenced in section 3(e) above.
 - b. City Police Department will, to the fullest extent possible that a certified dog is available through mutual aid agreement, provide the trained and certified K-9 Unit and will oversee the search.

- c. If no certified drug dog is available on a date scheduled for a drug search, the City Police Department will make arrangements for an alternative date or dates until a dog has been made available and a search is performed.
 - d. If there is no positive alert, the search shall be terminated. If there is a positive alert from the K-9 Unit, the SRO and/or school officials shall proceed with the next steps.
 - e. A positive alert establishes probable cause for the police officer conducting the search and meets the reasonable suspicion standard applicable to a school official to authorize a search of the student.
 - f. A duly authorized school official shall then conduct a warrantless search of any property or student as to which the dog alerted.
 - g. The suspected student will be subject to normal school disciplinary procedures as well as such criminal action as municipal, state or federal law may permit or require.
 - h. The police officer conducting the search will seize the contraband for destruction or to be retained as evidence, as provided in subsection 9(g).
 - i. If the school official requests criminal prosecution of the offending student, the City Police Department will forward all investigative reports to the office of the City Prosecutor and/or the Tulsa County District Attorney's office, depending upon the nature and quantity of the contraband. In this event, the contraband will always be retained as evidence.
10. A written report will be provided by the SRO to the Glenpool School District after each search giving the details of the search and its results. In addition, if the Glenpool School District is involved in any type of legal, administrative or other proceeding, including, but not limited to, administrative hearings, due process hearings, mediations, arbitrations or litigation involving a search performed pursuant to this Agreement, the City agrees to cooperate voluntarily with the Glenpool School District, free of charge, including, but not limited to, providing documents, testimony or affidavits from the SRO or any other employees of the City, as needed and appropriate.

11. Miscellaneous Provisions:

- a. This Agreement is for the 2016-2017 academic year only and will expire by its terms on June 30, 2017.
- b. This Agreement shall constitute the entire agreement of the parties and may only be modified in writing signed by both parties.
- c. Any renewal of this Agreement shall require adoption by the City Council of the City and the Board of Education of the Glenpool School District and the mutual execution of a subsequent written agreement.
- d. In the event that either party desires to terminate this Agreement, the party desiring to terminate must give thirty calendar days' notice to the other party of its decision to terminate the Agreement. If terminated by either party, the Glenpool School District will be obligated for a pro rata payment to the City of only those school days for which the City actually provided the SRO and related services to the Glenpool School District.
- e. The laws of the State of Oklahoma shall govern this Agreement.

WHEREFORE, the parties hereunto set their hands and seals.

ATTEST: Independent School District No.13 of Tulsa County, Oklahoma ("the Glenpool School District").

Clerk of the Board of Education

President of the Board of Education

City Clerk

By: _____
Mayor, City of Glenpool

Approved as to form:

City Attorney

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

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

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

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from August 1, and August 15, 2016 meetings.
 - 2) Discussion and possible action to approve Proposal #2016-056 from Aeration Works in an amount not to exceed \$22,640.00 for the purpose of replacement of aeration diffuser at the Waste Water Treatment Plant lagoon.
(Lynn Burrow, Community Development Director)
- E) Adjournment

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

Signed: _____
Clerk



Public Works Director's Report

September 6, 2016

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ this was for July.
- The Monthly DMR report to ODEQ gets submitted on the 10th of each month for the previous month. This gives the Labs enough time to get all the results to us.
- Spoke with ODEQ concerning the new discharge permit. I was advised it is still a month or two from being completed and to continue using the permit that expires in Sept. 2016.
- 3 sewer backups: They were on the customer side.

Water Distribution:

- Meter reading started on August 1st.
- Meter reading was completed on August 11th.
- Total rereads for May were 57.
- 288 Service Orders, 28 Blue tags were issued by the water billing dept.
- 7 New construction meters were set and 6 meter replacements.
- 405 Line locates were issued by call Okie.
- 10 Field work orders were issued.
- 132 turned off for nonpayment.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
August 1, 2016

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Jacqueline Triplett-Lund; and Brandon Kearns. Patricia Agee was absent.

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

Also present was Wes Richter, Director of Public Works.

- A) Chairman Fox called the meeting to order at 8:03 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works**
- Mr. Richter updated the Trustees on the various events relevant to the waste water treatment plant, as well as water distribution system activities during the month of July.
 - He announced that ODEQ has approved and granted a new WWTP lab certification based on satisfactory record keeping and inspections.
- D) Scheduled Business:**
- 1) Discussion and possible action to approve minutes from July 5, 2016 meeting.**
MOTION: Trustee Kearns 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.
- 2) Discussion and possible action to approve Change Order #2 from Goins Enterprises for construction on the water storage facility project.**
Lynn Burrow, Community Development Director explained that the request for action on the Change Order appeared on both City Council and GUSA agendas because both entities are parties to the contract with Goins Enterprises.
MOTION: Vice Chairman Ceesay moved, second by Trustee Lund to approve Change Order #2 as presented.
FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Kearns; Trustee Lund
AGAINST: None
ABSENT: Trustee Agee
Motion carried.
- E) Adjournment.**
- There being no further business, Chairman Fox declared the meeting adjourned at 8:11 p.m.

Date

Chairman

ATTEST:

Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
August 15, 2016

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Jacqueline Triplett-Lund; Patricia Agee and Brandon Kearns.

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

A) Chairman Fox called the meeting to order at 8:05 p.m.

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

C) Scheduled Business:

- 1) Discussion and possible action to approve assessment for FY 16-17 M.e.t. services in an amount not to exceed \$20,118.75 and authorize payment from Recycle Program Fees 02-6-19-6281.**

MOTION: Vice Chairman Ceesay moved, second by Trustee Kearns to M.e.t. FY 16-17 services in an amount not to exceed \$20,118.75.

FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

Motion carried.

D) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 8:10 p.m.

Date

Chairman

ATTEST:

Secretary



MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY TRUST AUTHORITY**

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

**RE: REQUEST FOR DIFFUSER MEMBRANE REPLACEMENT AT THE
WASTEWATER TREATMENT PLANT AERATION LAGOON**

DATE: AUGUST 25, 2016

BACKGROUND

This item is for Board consideration and action regarding the approval of a contract proposal received from Aeration Works in Columbia, Missouri covering the complete replacement of four (4) air diffuser membrane systems associated with the aeration lagoon at the wastewater treatment plant for a total cost of \$22,640. The existing air injection system on one of the three lagoon aeration cells was installed as part of a facility up-grade project in 1998. The average life span of these types of systems is usually no more than 10 years and in this case, the existing membranes and associated PVC piping in this particular cell have deteriorated significantly over the eighteen years they have been in operation and are in need of total replacement. On several of the more recent on-site field inspections, ODEQ has commented on the poor condition of this critical element of the overall plant operation. As a result, this replacement project was contemplated and accounted for during the development of the FY 2016/2017 Annual Budget. The final approved budget includes \$22,700 for this replacement project under line item 02-6-16-6333.

Staff Recommendation:

Due to the severe deterioration of the existing diffusers and the critical role they play in the overall sewage treatment system, Staff is recommending: approval of the attached proposal from Aeration Works in an amount not to exceed \$22,640; authorization for the City Manager to execute the agreement; and approval to make payment to this company upon satisfactory completion of the work described therein.

Attachment:

A. Contract Proposal from Aeration Works



5601 Paris Rd. Columbia, MO. 65202-9399
TELEPHONE (573) 474-9456 FAX (573) 474-6988

Aeration Works Proposal #2016-056

TO: Mr. Wes Richter
Public Works Director

EMAIL: wrichter@cityofglenpool.com

RE: Glenpool, OK WWTP
Membrane Replacement on the four laterals on the South Side of the Lagoon

Dear Mr. Richter

Aeration Works is pleased to offer the following material and maintenance quotation for Glenpool OK wastewater treatment facilities. The quotation includes material and labor cost to remove and install magnum membranes at the plant.

Maintenance Service:

The scope of maintenance Services includes labor cost, travel and living expenses, and equipment required to complete the scope of work outlined below.

The EDI Aeration Works is uniquely capable of maintaining EDI equipment. Aeration Works was founded for the purpose of providing the labor to maintain EDI designed and manufactured systems. The crew has all the specialized equipment to maintain this particular system. The crew will inspect the system and make recommendations of items that may need attention to adequately maintain this system to EDI's specifications.

Proposal:

- Remove 232 EPDM diffuser membranes from the 58 FlexAir Model 88S diffuser assemblies.
- Provide and install 232 new EPDM diffuser membranes with new SS membrane clamps.
- Each diffuser will be inspected to insure that the diffuser core is in proper working condition. Damaged diffusers or components will be reported to the owner. Additional parts and labor pricing can be provided as needed.
- Flexible lateral hoses, PE piping and tether connections will be inspected for wear. Concerns or damages will be reported to the owner. Additional parts and labor pricing can be provided as needed.

This proposal has not been published and is the sole property of Environmental Dynamics Intl. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.

Proposal Notes:

- Bid assumes one (1) onsite trip.
- Bid assumes area is ready for maintenance as detailed above.
- The quote does not include the disposing of the membranes. These items will be placed in a designated area (dumpster) and removed by others.
- Crew would work 10 hour days, seven days a week as required.
- Bid does not include Davis Bacon Wages for the project area.
- Aeration Work's crew members have extensive safety training and will be responsible for following our safety procedures.
- After completion of the work, Aeration Works will provide a 12 month mechanical warranty on the specific aeration equipment that was maintained on the four air laterals on the southern end of the pond.

Material Supply:

The scope of Material Supply per basin includes:

- (232) Magnum membranes
- (464) SS clamps

Price:

\$22,640.00 is price for the scope listed above for both labor and materials.

Due to the possibility of unknown or hidden damage, the following is a list of potential additional parts that **may be required** (but not included):

- 88S Diffuser Core \$155.00 each
- 88S Ballast Assembly \$200.00 each
- 88S Retrieval Assembly \$25.00 each
- 2" Airline Assembly \$50.00 each
- 2" SS Airline Hose Clamps \$2.45 each

The quoted price is plus all applicable taxes and is firm for 120 days. EDI Aeration Works reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

Carriage paid to destination (FOB¹) from Columbia, Missouri to job site. The quoted price is plus all applicable taxes and is firm for 120 days. EDI Aeration Works reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

Terms:

¹ FOB definition includes: The Buyer bears all costs and risks of loss of or damage to the goods from designated FOB point.

100% net 30 upon completion

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Date: August 22, 2016

Aeration Works



Scott V. Hentges
Senior Project Manager

Standard Conditions of Proposal and Sale of Equipment and Installation Services

Environmental Dynamics International, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

Services - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

Process and Performance Warranties - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

Governing Law - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

Credit Approval - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

Force Majeure - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

Costs and Damages - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

Special Hazards - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

Shipment & Delivery Times - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

Insurance - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

Title of Ownership - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

Cancellation or Suspension - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

Back Charges - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Invoicing - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

Storage Charges - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

Default for Non-Payment - Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

Attorney Fees - For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership or Insolvency Proceedings - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

Patent infringement - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

Spare or Potential Warranty Parts - If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contract terms.

Defective, damaged, improper material or shortage - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading - unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Mechanical Warranty - As per **Manufacturers Limited Mechanical Warranty Statement**

Accepted by Buyer:

Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

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

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from August 1, 2016 meeting.
 - 2)** Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2016-2017, tabled from August 1, 2016.
(Roger Kolman, Trust Manager/Sydney Bland, Chamber Ex. Dir.)
- 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
August 1, 2016

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; Jacqueline Triplett-Lund; and Brandon Kearns. Patricia Agee was absent.

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

A) Timothy Fox, Chairman called the meeting to order at 8:11 p.m.

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

C) Scheduled Business

1) Discussion and possible action to approve minutes from July 5, 2016 meeting.

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.

2) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2016-2017.

MOTION: Chairman Fox moved, second by Trustee Lund to table action to the next meeting.

FOR: Vice Chairman Ceesay, Chairman Fox, Trustee Kearns; Trustee Lund

AGAINST: None

ABSENT: Trustee Agee

Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 8:13 p.m.

Date

Chairman

ATTEST:

Secretary

AGREEMENT

This Agreement is entered into as of July 1, 2016, by and between the City of Glenpool, Oklahoma, a municipal corporation, the Glenpool Industrial Trust Authority, hereinafter referred to jointly as "Glenpool" and the Glenpool Chamber of Commerce, a not-for-profit corporation, hereinafter referred to as "Chamber."

- I. Glenpool agrees to provide the following:
 - A. Glenpool will provide space consisting of two offices and a reception area on the first floor of the Conference Center/City Hall to be occupied by the Chamber for its exclusive use.
 - B. Glenpool will provide use of a conference room for periodic use by the Chamber with reasonable notice to the City and at no cost to the Chamber.
 - C. Glenpool will provide meeting space for the monthly business luncheons hosted by the Chamber, with reasonable notice to Glenpool and at no cost to the Chamber.
 - D. Glenpool will provide the use of the Conference Center space for the annual banquet hosted by the Chamber at no cost to the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leasees at the Conference Center.
 - E. Glenpool will provide and pay for all electricity, natural gas, and Glenpool-owned or managed utilities for said space.
 - F. Glenpool will provide Chamber One Thousand and Six Hundred and Sixty Six Dollars and Sixty-Six Cents monthly (\$1,666.66 monthly; aggregate of \$20,000.00 annually) as consideration for Chamber services that are of community-wide benefit to Glenpool and enumerated in Section II of this Agreement.
 - G. Glenpool will provide personnel to supplement the front desk support provided by the Chamber as required under Section II, for up to one day per week during any non-emergency situation. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the City Manager at least 48 hours in advance. Under no circumstances shall Glenpool be required to provide such supplemental support for more than 10 days during any fiscal year that this Agreement is in force.

- H. Glenpool will support the economic development goals of the annual Black Gold Days event by contributing no more than \$5,000.00, subject to such reasonable restrictions on its use as Glenpool deems appropriate.
- II. Chamber agrees to provide the following:
 - A. Chamber will pay annual rent to Glenpool for specified office, storage, and conference room space; specified utilities, phone and internet services and specified signage in an amount not to exceed one hundred dollars (\$100.00) per year.
 - B. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of January each year this agreement is in effect.
 - C. Chamber shall work on business retention and expansion efforts with existing businesses, and shall serve as a local business advocate addressing the concerns of local businesses. Chamber shall regularly communicate significant concerns of the business community to the City Manager.
 - D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of Glenpool for the hours from 8:00 a.m. through 5:00 p.m. Monday through Friday. No such services shall be required on days that are official holidays of Glenpool. As provided by Section I.G. Chamber shall notify the City Manager at least 48 hours in advance of non-emergency situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the City of the need for supplemental personnel.
- III. The term of this Agreement shall be for one year, to be measured on a City of Glenpool Fiscal Year (July 1 – June 30) basis, beginning July 1, 2016.
- IV. Although Glenpool may opt to continue this Agreement, or issue a new agreement, beyond the one Fiscal-Year period referenced in Section III, Glenpool and Chamber both understand that Glenpool cannot legally obligate funds beyond June 30th of any fiscal year, and therefore this Agreement cannot be automatically renewed. Subsequently this Agreement may be renewed annually upon written approval by the governing bodies of both parties.
- V. This Agreement may be terminated by either party by providing written notice as follows:
 - A. Chamber may terminate this Agreement with 60 days written notice to

Glenpool.

B. Glenpool may terminate this Agreement with 60 days written notice to Chamber.

VI. If any provision of this Agreement, or the application thereof, is held invalid, the invalidity shall not affect other provisions of this Agreement. Said invalid provision shall be deemed to be severable from this Agreement. It is understood that the foregoing is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner, save by written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____ 2016.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY
An Oklahoma Trust Authority

By: _____
Timothy Lee Fox, Chairman

Attest:

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____
Name: _____
Title: Chairman of the Board

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

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

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from August 1, 2016 meeting.
 - 2)** Discussion and possible action to adopt FY 16-17 Estimate of Needs and FY 15-16 Financial Statement.
(Julie Casteen, District Treasurer)
- E)** Adjournment.

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

Signed: _____
District Clerk/Secretary

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

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

Audit:

GEMS District staff members and Chairman Fox met with Kerrie Carter, Audit Manager from Oklahoma State Auditor and Inspector's office to review findings associated with the current audit on August 17. The audit identified nine findings throughout the two fiscal years audited. Four of the nine findings were "repeat findings," meaning they were also noted on the 2013 audit. However, since staff was not made aware of the findings in the 2013 audit until it was released in October, 2014; corrective measures could not be implemented in time to avoid findings in FY 14. OSAI has given the District until September 8 to respond to the findings. Responses are being formulated and will be submitted before the deadline.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
Regular Meeting
August 1, 2016

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; and Brandon Kearns. Patricia Agee was absent.

* Jacqueline Triplett-Lund's appointment is pending Tulsa County Commission approval.

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

Also present was Brett Copple with Mercy Regional.

A) Chairman Fox called the meeting to order at 8:13 p.m.

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

C) District Administrator Report - Susan White, District Administrator

- Ms. White updated the Board on the progress of the audit for FY 13-14, and FY 14-15.
- She discussed the impact of the July 14 storm on EMS calls throughout the District.
- She announced that she would coordinate with Mercy Regional to publicize their ambulance subscription program.

D) EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS

- Brett Copple, Manager presented the report for July activities. Mercy responded to 128 calls and maintained 98% response time compliance.

E) Scheduled Business

1) Discussion and possible action to approve minutes from July 5, 2016 meeting.

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

FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Kearns

AGAINST: None

ABSENT: Trustee Agee

Motion Carried

F) Adjournment.

- There being no further business, the meeting was adjourned at 8:28 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman

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

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: August 30, 2016
Subject: FY 16-17 Estimate of Needs and FY15-16 Financial Statement

Background:

The Glenpool Area Emergency Medical Service District (GEMS) is required to prepare an annual Estimate of Needs and submit it to the Tulsa County Excise Board. This Estimate of Needs is intended to advise the Excise Board of the amount of cash on hand from the fiscal year just ended, and the estimated expenditures and revenues for the fiscal year in progress. The needs of the county and each school district, municipality and other entities are combined to determine the millage rate for all areas in the county.

The ad valorem tax revenues anticipated for FY17 are based on the Net Assessed Valuation (NAV) of the property in the GEMS service area. The NAV recently submitted by the County Assessor to the Excise Board for the GEMS service area is \$80,608,469. Therefore, the estimated FY17 GEMS revenue from ad valorem taxes is \$249,080, an increase of \$14,178.96, or 6.04% over FY16.

Staff Recommendation:

Staff recommends approval of the Estimate of Needs for FY16-17.

Attachments:

Estimate of Needs for FY16-17
FY15-16 Financial Summary

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

2016-2017

ESTIMATE OF NEEDS
AND FINANCIAL STATEMENT OF THE
FISCAL YEAR 2015-2016

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
TULSA COUNTY
STATE OF OKLAHOMA

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than August 17 for all Counties. After approval by the Excise Board and the levies are made, both statements should be signed by the appropriate Board Members. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd., State Capitol, Room 100, Oklahoma City, OK 73105. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

THE 2016-2017 ESTIMATE OF NEEDS AND FINANCIAL
STATEMENT OF THE FISCAL YEAR 2015-2016

PREPARED BY ARLEDGE & ASSOCIATES, P.C.

SUBMITTED TO THE TULSA COUNTY EXCISE BOARD

THIS ___ DAY OF _____ 2016

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Chairman _____

Member _____

Member _____

Member _____

Member _____

Member _____

Clerk _____

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
OF
TULSA COUNTY
2016-2017
ESTIMATE OF NEEDS
AND FINANCIAL STATEMENT OF THE
FISCAL YEAR 2015-2016

INDEX

Letters and Certifications:	Page
Letter To Excise Board	1
Affidavit of Publication	2
Accountant's Letter	3
Certificate of Excise Board	Exhibit "Y" - Page 1
Exhibits:	Filed
Exhibit "E" Health Fund	Yes
Exhibit "G" Sinking Fund	No
Exhibit "J" Capital Project Funds	No
Exhibit "Y" Certificate of Excise Board Estimate of Needs	Yes
Publication Sheet Filed With County Budget	No
Exhibit "Z" Publication Sheet	Yes

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
OF
TULSA COUNTY
2016-2017
ESTIMATE OF NEEDS
AND FINANCIAL STATEMENT OF THE
FISCAL YEAR 2015-2016

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
STATE OF OKLAHOMA, TULSA COUNTY, ss:

To the County Excise Board of said County and State, Greetings;

Pursuant to the requirements of 68 O.S. Section 3002, we submit herewith for your consideration, the within statement of the fiscal condition of the Glenpool Area Emergency Medical Service District, of Tulsa County, State of Oklahoma, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, together with an itemized statement of the estimated needs thereof for the fiscal year beginning July 1, 2016 and ending June 30, 2017. The same have been prepared in conformity to Statute, in relation to which be it further noted that:

1. We, the members of the Glenpool Area Emergency Medical Service District Board of said County and State, do hereby certify that the statements herein submitted show the true and correct conditions of the fiscal affairs of said Glenpool Area Emergency Medical Service District for the fiscal year ending June 30, 2016, that said statements comprise a "full and accurate statement of the assessments, receipts and expenditures of the preceding year, made out in detail under separate heads" as required by 19 O.S. Section 345; that said preparation was had at an official session of said Board, begun on the first Monday in July, 2016 pursuant to the provisions of 68 O.S. Section 3002.
2. And we further certify that the estimates of the several amounts necessary for current expenses for the fiscal year beginning July 1, 2016 and ending June 30, 2017 as shown under "Schedule 8" were prepared and filed with the Glenpool Area Emergency Medical Service District as of the first Monday in July 2016, that the same have been correctly entered, and that all estimates made are entered as certified for the respective purposes herein set out. We further certify that the sums requested for salaries of employees are calculated and based upon authority of salary statutes currently effective and applicable in this county.
3. We further certify that the estimated income from sources other than ad valorem tax, shown on "Schedule 4", may reasonably be expected to be collected as a revenue during the ensuing fiscal year, and is not in excess of the 90% of the amounts collected for the same sources during the fiscal year ending June 30, 2016.

Dated at the office of the District Clerk, at Glenpool, Oklahoma,
this ____ day of _____, 2016.

Chairman

Member

Member

Member

Member

Member

District Clerk _____

Filed this ____ day of _____, 2016 Secretary and Clerk of Excise Board, Tulsa County, Oklahoma.

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA, COUNTY OF TULSA COUNTY

Personally appeared before me, the undersigned Notary Public, _____ District Clerk of the Glenpool Area Emergency Medical Service District aforesaid, who being first duly sworn according to law, deposes and says: That he/she complied with the law by having the financial statement for the fiscal year ending June 30, 2016, and the estimated needs and the estimated income from sources other than ad valorem taxes, for the fiscal year beginning July 1, 2016 and ending June 30, 2017 published in one issue of the Tulsa Beacon, a legally-qualified newspaper published - ~~of general circulation~~, in said county (strike inapplicable phrase) a copy of which together with proof of publication is herewith attached marked Exhibit "Z" and made a part of hereof.

District Clerk

Subscribed and sworn to before me this ____ day of _____, 2016.

Notary Public

My Commission Expires



Honorable Board of Trustees
Glenpool Area Emergency Medical Service District
Tulsa County, Oklahoma

Management is responsible for the accompanying financial information of the Glenpool Area Emergency Medical Service District included in the accompanying Estimate of Needs for 2016-2017 (S.A. & I. Form 268BR98) and 2016-2017 Publication Sheet (S.A. & I. Form 268BR98, Exhibit "Z") in accordance with the modified cash basis of accounting. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed forms nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The financial information included in the accompanying prescribed forms are presented in accordance with the requirements of the Oklahoma State Auditor and Inspector, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of management and the office of the Oklahoma State Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in cursive script that reads 'Arledge & Associates, P.C.'.

August 23, 2016

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

EXHIBIT "E"

PAGE 1

Schedule 1, Current Balance Sheet - June 30, 2016	
	Amount
ASSETS:	
Cash Balance June 30, 2016	\$ 450,566.39
Investments	\$ -
TOTAL ASSETS	\$ 450,566.39
LIABILITIES AND RESERVES:	
Warrants Outstanding	\$ 13,798.70
Reserve for Interest on Warrants	\$ -
Reserves From Schedule 8	\$ 29,098.09
TOTAL LIABILITIES AND RESERVES	\$ 42,896.79
CASH FUND BALANCE JUNE 30, 2016	\$ 407,669.60
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE	\$ 450,566.39

Schedule 2, Revenue and Requirements - 2016-2017		
	Detail	Total
REVENUE:		
Cash Balance June 30, 2015	\$ 377,153.30	
Cash Fund Balance Transferred From Prior Years	\$ -	
Current Ad Valorem Tax Apportioned	\$ 233,602.54	
Miscellaneous Revenue Apportioned	\$ 158.66	
TOTAL REVENUE		\$ 610,914.50
REQUIREMENTS:		
Claims Paid by Warrants Issued	\$ 174,146.81	
Reserves From Schedule 8	\$ 29,098.09	
Interest Paid on Warrants	\$ -	
Reserve for Interest on Warrants	\$ -	
TOTAL REQUIREMENTS		\$ 203,244.90
ADD: CASH FUND BALANCE AS PER BALANCE SHEET 6-30-2016		\$ 407,669.60
TOTAL REQUIREMENTS AND CASH FUND BALANCE		\$ 610,914.50

Schedule 3, Cash Fund Balance Analysis - June 30, 2016		Amount
ADDITIONS:		
Miscellaneous Revenue Collected in Excess of Estimates-Net		\$ 158.66
Warrants Estopped, Cancelled or Converted		\$ -
Fiscal Year 2015-2016 Lapsed Appropriations		\$ 30,575.10
Fiscal Year 2014-2015 Lapsed Appropriations		\$ -
Ad Valorem Tax Collections in Excess of Estimate		\$ 20,055.99
Prior Years Ad Valorem Tax		\$ -
TOTAL ADDITIONS		\$ 50,789.75
DEDUCTIONS:		
Supplemental Appropriations		\$ (13,000.00)
Current Tax in Process of Collection		\$ -
TOTAL DEDUCTIONS		\$ (13,000.00)
Cash Fund Balance as per Balance Sheet 6-30-2016		\$ 407,669.60
Composition of Cash Fund Balance:		
Cash		\$ 407,669.60
Cash Fund Balance as per Balance Sheet 6-30-2016		\$ 407,669.60

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

EXHIBIT "E"

2a

Schedule 4, Miscellaneous Revenue		
SOURCE	2015-2016 ACCOUNT	
	AMOUNT	ACTUALLY
	ESTIMATED	COLLECTED
1000 CHARGES FOR SERVICES		
1111 Service Fees	\$ -	\$ -
1112 Service Fees	\$ -	\$ -
1113 Training Fees	\$ -	\$ -
1114 Other -	\$ -	\$ -
1115 Other -	\$ -	\$ -
1116 Other -	\$ -	\$ -
1117 Other -	\$ -	\$ -
1118 Other -	\$ -	\$ -
1119 Other -	\$ -	\$ -
1120 Other -	\$ -	\$ -
1121 Other -	\$ -	\$ -
1122 Other -	\$ -	\$ -
1123 Other -	\$ -	\$ -
1124 Other -	\$ -	\$ -
1125 Other -	\$ -	\$ -
Total Charges For Services	\$ -	\$ -
INTERGOVERNMENTAL REVENUE		
2000 INTERGOVERNMENTAL REVENUE - LOCAL SOURCES:		
2111 Local Contributions	\$ -	\$ -
2112 Local Governmental Reimbursements	\$ -	\$ -
2113 Local Payments in Lieu of Tax Revenue	\$ -	\$ -
2114 Other -	\$ -	\$ -
2115 Other -	\$ -	\$ -
2116 Other -	\$ -	\$ -
2117 Other -	\$ -	\$ -
2118 Other -	\$ -	\$ -
2124 Other -	\$ -	\$ -
Total - Local Sources	\$ -	\$ -
3000 INTERGOVERNMENTAL REVENUES - STATE SOURCES:		
3111 County Sales Tax - OTC	\$ -	\$ -
3112 Other - OTC	\$ -	\$ -
Sub-Total - OTC	\$ -	\$ -
3211 State Grants	\$ -	\$ -
3212 State Payments in Lieu of Tax Revenue	\$ -	\$ -
3213 Homestead Exemption Reimbursement	\$ -	\$ -
3214 Additional Homestead Exemption Reimbursement	\$ -	\$ -
3215 Other -	\$ -	\$ -
3216 Other -	\$ -	\$ -
3217 Other -	\$ -	\$ -
3218 Other -	\$ -	\$ -
3219 Other -	\$ -	\$ -
3220 Other -	\$ -	\$ -
3221 Other -	\$ -	\$ -
3222 Other -	\$ -	\$ -
3223 Other -	\$ -	\$ -
3224 Other -	\$ -	\$ -
3225 Other -	\$ -	\$ -
Total - State Sources	\$ -	\$ -

Continued on page 2b

Monday, August 15, 2016

ESTIMATE OF NEEDS FOR 2016-2017

Page 2b

2015-2016 ACCOUNT				
OVER	BASIS AND LIMIT OF ENSUING ESTIMATE	2016-2017 ACCOUNT		
(UNDER)		CHARGEABLE INCOME	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
\$ -	90.00%	\$ -	\$ -	\$ -
\$ -	90.00%	\$ -	\$ -	\$ -
\$ -	90.00%	\$ -	\$ -	\$ -
\$ -	90.00%	\$ -	\$ -	\$ -
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\$ -	90.00%	\$ -	\$ -	\$ -
\$ -	90.00%	\$ -	\$ -	\$ -
\$ -		\$ -	\$ -	\$ -

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

EXHIBIT "E"

2c

Schedule 4, Miscellaneous Revenue		
SOURCE	2015-2016 ACCOUNT	
	AMOUNT	ACTUALLY
	ESTIMATED	COLLECTED
Continued from page 2a		
4000 INTERGOVERNMENTAL REVENUES - FEDERAL SOURCES:		
4111 Federal Grants	\$ -	\$ -
4112 Reimbursement - Federal	\$ -	\$ -
4113 Federal Payments in Lieu of Tax Revenue	\$ -	\$ -
4114 Other -	\$ -	\$ -
4115 Other -	\$ -	\$ -
4116 Other -	\$ -	\$ -
4117 Other -	\$ -	\$ -
4118 Other -	\$ -	\$ -
4119 Other -	\$ -	\$ -
4120 Other -	\$ -	\$ -
4121 Other -	\$ -	\$ -
4122 Other -	\$ -	\$ -
4123 Other -	\$ -	\$ -
4124 Other -	\$ -	\$ -
4125 Other -	\$ -	\$ -
4126 Other -	\$ -	\$ -
4127 Other -	\$ -	\$ -
4128 Other -	\$ -	\$ -
Total Federal Sources	\$ -	\$ -
Grand Total Intergovernmental Revenues	\$ -	\$ -
5000 MISCELLANEOUS REVENUE:		
5111 Interest on Investments	\$ -	\$ 158.66
5112 Rental or Lease of Property	\$ -	\$ -
5113 Sale of Property	\$ -	\$ -
5114 Subscription Sales (Memberships)	\$ -	\$ -
5115 Insurance Recoveries	\$ -	\$ -
5116 Insurance Reimbursement	\$ -	\$ -
5117 Return Check Charges	\$ -	\$ -
5118 Utility Reimbursements	\$ -	\$ -
5119 Vending Machine Commissions	\$ -	\$ -
5120 Other Concessions	\$ -	\$ -
5121 Other -	\$ -	\$ -
5122 Other -	\$ -	\$ -
5123 Other -	\$ -	\$ -
5124 Other -	\$ -	\$ -
5125 Other -	\$ -	\$ -
5126 Other -	\$ -	\$ -
5127 Other -	\$ -	\$ -
5128 Other -	\$ -	\$ -
5129 Other -	\$ -	\$ -
5130 Other -	\$ -	\$ -
5131 Other -	\$ -	\$ -
5132 Other -	\$ -	\$ -
Total Miscellaneous Revenue	\$ -	\$ 158.66
6000 NON-REVENUE RECEIPTS:		
6111 Contributions from Other Funds	\$ -	\$ -
Grand Total Health Fund	\$ -	\$ 158.66

ESTIMATE OF NEEDS FOR 2016-2017

Page 2d

[illegible]

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

EXHIBIT "E"

3a

Schedule 5, Expenditures Emergency Medical Fund Cash Accounts of Current and All Prior Years	
CURRENT AND ALL PRIOR YEARS	2015-2016
Cash Balance Reported to Excise Board 6-30-2015	\$ 377,153.30
Cash Fund Balance Transferred Out	\$ -
Cash Fund Balance Transferred In	\$ -
Adjusted Cash Balance	\$ 377,153.30
Ad Valorem Tax Apportioned To Year In Caption	\$ 233,602.54
Miscellaneous Revenue (Schedule 4)	\$ 158.66
Cash Fund Balance Forward From Preceding Year	\$ -
Prior Expenditures Recovered	\$ -
TOTAL RECEIPTS	\$ 233,761.20
TOTAL RECEIPTS AND BALANCE	\$ 610,914.50
Warrants of Year in Caption	\$ 160,348.11
Interest Paid Thereon	\$ -
TOTAL DISBURSEMENTS	\$ 160,348.11
CASH BALANCE JUNE 30, 2016	\$ 450,566.39
Reserve for Warrants Outstanding	\$ 13,798.70
Reserve for Interest on Warrants	\$ -
Reserves From Schedule 8	\$ 29,098.09
TOTAL LIABILITIES AND RESERVE	\$ 42,896.79
DEFICIT: (Red Figure)	\$ -
CASH BALANCE FORWARD TO SUCCEEDING YEAR	\$ 407,669.60

Schedule 6, Emergency Medical Fund Warrant Account of Current and All Prior Years	
CURRENT AND ALL PRIOR YEARS	TOTAL
Warrants Outstanding 6-30-2015 of Year in Caption	\$ -
Warrants Registered During Year	\$ 174,146.81
TOTAL	\$ 174,146.81
Warrants Paid During Year	\$ 160,348.11
Warrants Converted to Bonds or Judgements	\$ -
Warrants Cancelled	\$ -
Warrants Estopped by Statute	\$ -
TOTAL WARRANTS RETIRED	\$ 160,348.11
BALANCE WARRANTS OUTSTANDING JUNE 30, 2016	\$ 13,798.70

Schedule 7, 2015 Ad Valorem Tax Account			
2015 Net Valuation Certified To County Excise Board	\$	76,019,808.00	3.090 Mills
			Amount
Total Proceeds of Levy as Certified	\$	234,901.21	
Additions:	\$	-	
Deductions:	\$	-	
Gross Balance Tax	\$	234,901.21	
Less Reserve for Delinquent Tax	\$	21,354.66	
Reserve for Protest Pending	\$	-	
Balance Available Tax	\$	213,546.55	
Deduct 2015 Tax Apportioned	\$	233,602.54	
Net Balance 2015 Tax in Process of Collection or	\$	-	
Excess Collections	\$	20,055.99	

ESTIMATE OF NEEDS FOR 2016-2017

Page 3b

Schedule 5, (Continued)						
2014-2015	2013-2014	2012-2013	2011-2012	2010-2011	2009-2010	TOTAL
\$ 378,070.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755,224.01
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 378,070.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755,224.01
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,602.54
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.66
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,761.20
\$ 378,070.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 988,985.21
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,348.11
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,348.11
\$ 378,070.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 828,637.10
\$ 726.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,525.27
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 190.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,288.93
\$ 917.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,814.20
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 377,153.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 784,822.90

Schedule 6, (Continued)						
2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011	2009-2010
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 174,146.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 174,146.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 160,348.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 160,348.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 13,798.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Schedule 9, Emergency Medical Fund Investments						
INVESTED IN	Investments on Hand June 30, 2015	Since Purchased	LIQUIDATIONS		Barred by Court Order	Investments on Hand June 30, 2016
			By Collections of Cost	Amortized Premium		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

EXHIBIT "E"

4a

Schedule 8(a), Report Of Prior Year's Expenditures				
	FISCAL YEAR ENDING JUNE 30, 2015			FY ENDING 6-30-16
DEPARTMENTS OF GOVERNMENT	RESERVES	WARRANTS	BALANCE	ORIGINAL
APPROPRIATED ACCOUNTS	6-30-2015	SINCE	LAPSED	APPROPRIATIONS
		ISSUED	APPROPRIATIONS	
92 EMERGENCY MEDICAL BUDGET ACCOUNT:				
92a Personal Services	\$ 21.04	\$ 21.04	\$ -	\$ 11,315.00
92b Part Time Help	\$ -	\$ -	\$ -	\$ -
92c Travel	\$ -	\$ -	\$ -	\$ -
92d Maintenance and Operation	\$ 169.80	\$ 169.80	\$ -	\$ 180,795.00
92e Capital Outlay	\$ -	\$ -	\$ -	\$ -
92f Intergovernmental	\$ -	\$ -	\$ -	\$ -
92g Other - Reserve for Capital	\$ -	\$ -	\$ -	\$ 46,710.00
92h Other -	\$ -	\$ -	\$ -	\$ -
92j Other -	\$ -	\$ -	\$ -	\$ -
92 Total	\$ 190.84	\$ 190.84	\$ -	\$ 238,820.00
93				
93a Personal Services	\$ -	\$ -	\$ -	\$ -
93b Part Time Help	\$ -	\$ -	\$ -	\$ -
93c Travel	\$ -	\$ -	\$ -	\$ -
93d Maintenance and Operation	\$ -	\$ -	\$ -	\$ -
93e Capital Outlay	\$ -	\$ -	\$ -	\$ -
93f Intergovernmental	\$ -	\$ -	\$ -	\$ -
93g Other -	\$ -	\$ -	\$ -	\$ -
93h Other -	\$ -	\$ -	\$ -	\$ -
93 Total	\$ -	\$ -	\$ -	\$ -
95 EMERGENCY MEDICAL AUDIT BUDGET ACCOUNT:				
95a Salaries and Expense of Audit and Report	\$ -	\$ -	\$ -	\$ 8,000.00
95b Intergovernmental	\$ -	\$ -	\$ -	\$ -
95c Other -	\$ -	\$ -	\$ -	\$ -
95d Other -	\$ -	\$ -	\$ -	\$ -
95e Other -	\$ -	\$ -	\$ -	\$ -
95f Other -	\$ -	\$ -	\$ -	\$ -
95g Other -	\$ -	\$ -	\$ -	\$ -
95h Other -	\$ -	\$ -	\$ -	\$ -
95 Total	\$ -	\$ -	\$ -	\$ 8,000.00
98 OTHER USES:				
98a Other Deductions	\$ -	\$ -	\$ -	\$ -
98 Total	\$ -	\$ -	\$ -	\$ -
TOTAL GENERAL FUND ACCOUNT	\$ 190.84	\$ 190.84	\$ -	\$ 246,820.00
SUBJECT TO WARRANT ISSUE:				
99 Provision for Interest on Warrants	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 190.84	\$ 190.84	\$ -	\$ 246,820.00

Monday, August 15, 2016

ESTIMATE OF NEEDS FOR THE FISCAL YEAR
PURPOSE:
Current Expense
Pro rata share of County Assessor's Budget as determined by County Excise Board
GRAND TOTAL - Emergency Medical Fund

EMERGENCY MEDICAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2015, to JUNE 30, 2016
ESTIMATE OF NEEDS FOR 2016-2017

Page 4b

Governmental Budget Accounts							
FISCAL YEAR ENDING JUNE 30, 2016						FISCAL YEAR 2016-2017	
SUPPLEMENTAL		NET AMOUNT	WARRANTS	RESERVES	LAPSED	NEEDS AS	APPROVED BY
ADJUSTMENTS		OF	ISSUED		BALANCE	ESTIMATED BY	COUNTY
		APPROPRIATIONS			KNOWN TO BE	GOVERNING	EXCISE BOARD
ADDED	CANCELLED				UNENCUMBERED	BOARD	
\$ -	\$ 450.00	\$ 10,865.00	\$ 10,839.84	\$ 25.00	\$ 0.16	\$ 10,865.00	\$ 10,865.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,150.00	\$ -	\$ 191,945.00	\$ 162,381.97	\$ 29,073.09	\$ 489.94	\$ 248,706.00	\$ 248,706.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,200.00	\$ 71,200.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 23,700.00	\$ 23,010.00	\$ -	\$ -	\$ 23,010.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,150.00	\$ 24,150.00	\$ 225,820.00	\$ 173,221.81	\$ 29,098.09	\$ 23,500.10	\$ 330,771.00	\$ 330,771.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 8,000.00	\$ 925.00	\$ -	\$ 7,075.00	\$ 22,612.00	\$ 22,612.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 8,000.00	\$ 925.00	\$ -	\$ 7,075.00	\$ 22,612.00	\$ 22,612.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,150.00	\$ 24,150.00	\$ 233,820.00	\$ 174,146.81	\$ 29,098.09	\$ 30,575.10	\$ 353,383.00	\$ 353,383.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,150.00	\$ 24,150.00	\$ 233,820.00	\$ 174,146.81	\$ 29,098.09	\$ 30,575.10	\$ 353,383.00	\$ 353,383.00

Monday, August 15, 2016

		Estimate of	Approved by
		Needs by	County
		Governing Board	Excise Board
		\$ 353,383.00	\$ 353,383.00
		\$ -	\$ -
		\$ 353,383.00	\$ 353,383.00

CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2016-2017

STATE OF OKLAHOMA, COUNTY OF TULSA COUNTY

We, the members of the Excise Board of said County and State, do hereby certify that we have examined the foregoing estimates of proposed current expenses for the ensuing fiscal year as filed with the Glenpool Area Emergency Medical Service District Board, and those directly under, or in contractual relationship with, the Glenpool Area Emergency Medical Service District Board; we have ascertained from the Financial Statements submitted therewith the amount of Surplus Balances of Cash on Hand; we have considered the uncollected ad valorem taxes of the previous year or years; and we have ascertained that the probable Income estimated to be collected from all sources other than ad valorem taxation may reasonably be expected as a revenue for the ensuing fiscal year, and that the same does not exceed 90% of the actual collection from such sources for the previous fiscal year.

In so doing, we have diligently performed the duties imposed upon the Excise Board by 68 O.S. 1991 Section 3007, (1) ascertaining that the financial statements, as to statistics therein contained reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefore; (3) supplemented such estimate, after proper publication, by an estimate of needs prepared by this Excise Board to make provision for mandatory governmental functions where the estimate submitted wholly failed or was deemed inadequate to fulfill the mandate of the Constitutions or of the Legislature; (4) computed the total means available to each fund in the manner provided; and (5) then and only thereafter. -

Accordingly, we have and do hereby appropriate the Surplus Balances of Cash on Hand, and the Revenues and Levies hereinafter set forth for each Fund to the several and specific purposes named in such estimates, by each, to the intent and purpose that CONSTITUTIONAL GOVERNMENTAL FUNCTIONS shall be first assured and provided for, and subsequently to provide for Legislative Governmental Functions insofar as to the available Surpluses, Revenues and Levies will permit; and we have provided also that the Levies are in excess of the amount appropriated to needs after deducting the surplus cash balance on hand, and Estimated Revenues other than tax, by the percentage and amount or reserve for delinquent tax as hereinafter set forth, which we have determined in the manner provided by law.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of 2015 County, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 1991 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit "Y" (Page 2) and any other legal deduction, including a reserve of 10% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2016-2017

Page 2

EXHIBIT "Y"		
County Excise Board's Appropriation of Income and Revenue	E.M.S Fund	Sinking Fund (Exc. Homesteads)
Appropriation Approved & Provision Made	\$ 677,002.91	\$ -
Appropriation of Revenues	\$ -	\$ -
Excess of Assets Over Liabilities	\$ 450,566.39	\$ -
Unclaimed Protest Tax Refunds	\$ -	\$ -
Miscellaneous Estimated Revenues	\$ -	\$ -
Est. Value of Surplus Tax in Process	\$ -	\$ -
Sinking Fund Contributions	\$ -	\$ -
Surplus Building Fund Cash	\$ -	\$ -
Total Other Than 2016 Tax	\$ 450,566.39	\$ -
Balance Required	\$ 226,436.52	\$ -
Add 10% for Delinquency	\$ 22,643.65	\$ -
Total Required for 2016 Tax	\$ 249,080.17	\$ -
Rate of Levy Required and Certified (in Mills)	3.09	0.00

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said County as finally equalized and certified by the State Board of Equalization for the current year 2016-2017 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS

County	Real	Personal	Public Service	Total
Total Valuation,	\$ 68,677,904	\$ 5,940,755	\$ 5,989,810	\$ 80,608,469

and that the assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, we thereupon made the levies therefor as provided by law as follows:

General Fund	0.00 Mills;	Building Fund	0.00 Mills;	Sinking Fund	0.00 Mills;	Sub-Total	0.00 Mills;
--------------	-------------	---------------	-------------	--------------	-------------	-----------	-------------

Free Fair Budget Account (Levy Per Applicable Statute)	0.00 Mills;
Free Fair Improvement Budget Account (Net Proceeds of 1.00 Mill)	0.00 Mills;
Free Fair Additional Improvement Budget Account (Net Proceeds of 1.00 Mill)	0.00 Mills;
Library Budget Account (Net Proceeds of 1/2 of 1.00 Mill)	0.00 Mills;
Cooperative County/City-County Library Budget Account (1.00 to 4.00 Mills)	0.00 Mills;
County Cemetery (Prior To Aug. 15, 1933) Budget Account (Net Proceeds of 1/5 of 1.00 Mill)	0.00 Mills;
Public Buildings Budget Account (Not To Exceed 5.00 Mills)	0.00 Mills;
County Health Fund (Not To Exceed 2.50 Mills)	0.00 Mills;
Emergency Medical Service (Not To Exceed 3.00 Mills)	3.09 Mills;
Total County Levies	3.09 Mills;
County Wide Levy For Schools (4.00 Mills)	0.00 Mills;
Total County Wide Levy	3.09 Mills;

and we do hereby order the above levies to be certified forthwith by the Secretary of this Board to the County Assessor of said County, in order that the County Assessor may immediately extend said levies upon the Tax Rolls for the year 2017 without regard to any protest that may be filed against any levies, as required by 68 O. S. 1991, Section 2869.

Dated at _____, Oklahoma, this _____ day of _____, 2016.

Excise Board Member

Excise Board Chairman

Excise Board Member

Excise Board Secretary

TULSA COUNTY COUNTY, 72
STATISTICAL DATA
FISCAL YEAR 2016-2017

Total Valuation

Total Gross Valuation Real Property	\$	70,943,548
Total Homestead Exemption	\$	2,265,644
Total Real Property	\$	68,677,904
Total Personal Property	\$	5,940,755
Total Public Service Property	\$	5,989,810
Total Valuation of Property	\$	80,608,469

EMERGENCY MEDICAL SERVICE DISTRICT PUBLICATION SHEET - TULSA COUNTY, OKLAHOMA
 FINANCIAL STATEMENT OF THE VARIOUS FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AND ESTIMATE OF NEED
 FOR THE FISCAL YEAR ENDING JUNE 30, 2017, OF THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT OF
 TULSA COUNTY, OKLAHOMA

EXHIBIT "Z"

Page 1

STATEMENT OF FINANCIAL CONDITION		E.M.S.
		Detail
ASSETS:		
Cash Balance June 30, 2016		\$ 450,566.39
Investments		\$ -
TOTAL ASSETS		\$ 450,566.39
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$ 13,798.70
Reserve for Interest on Warrants		\$ -
Reserves From Schedule 8		\$ 29,098.09
TOTAL LIABILITIES AND RESERVES		\$ 42,896.79
CASH FUND BALANCE (Deficit) JUNE 30, 2016		\$ 407,669.60

ESTIMATED NEEDS FOR FISCAL YEAR ENDING JUNE 30, 2017

GENERAL FUND	GENERAL FUND	SINKING FUND BALANCE SHEET	SINKING FUND
Current Expense	\$ 677,002.91	1. Cash Balance on Hand June 30, 2016	\$ -
Reserve for Int. on Warrants & Revaluation	\$ -	2. Legal Investments Properly Maturing	\$ -
Total Required	\$ 677,002.91	3. Judgements Paid to Recover by Tax Levy	\$ -
FINANCED		4. Total Liquid Assets	\$ -
Cash Fund Balance	\$ 450,566.39	Deduct Matured Indebtedness:	
Estimated Miscellaneous Revenue	\$ -	5. a. Past-Due Coupons	\$ -
Total Deductions	\$ 450,566.39	6. b. Interest Accrued Thereon	\$ -
Balance to Raise from Ad Valorem Tax	\$ 226,436.52	7. c. Past-Due Bonds	\$ -
ESTIMATED MISCELLANEOUS REVENUE:		8. d. Interest Thereon After Last Coupon	\$ -
1000 Charges for Services	\$ -	9. e. Fiscal Agency Commissions on Above	\$ -
2000 Local Sources of Revenue	\$ -	10. f. Judgements and Int. Levied for/Unpaid	\$ -
3000 State Sources of Revenue	\$ -	11. Total Items a. Through f.	\$ -
4000 Federal Sources of Revenue	\$ -	12. Balance of Assets Subject to Accruals	\$ -
5000 Miscellaneous Revenue	\$ 50.00	Deduct Accrual Reserve If Assets Sufficient:	
6111 Contributions from Other Funds	\$ -	13. g. Earned Unmatured Interest	\$ -
Total Estimated Revenue	\$ 50.00	14. h. Accrual on Final Coupons	\$ -
		15. i. Accrued on Unmatured Bonds	\$ -
		16. Total Items g. Through i.	\$ -
		17. Excess of Assets Over Accrual Reserves **	\$ -
		SINKING FUND REQUIREMENTS FOR 2016-2017	
		1. Interest Earnings on Bonds	\$ -
		2. Accrual on Unmatured Bonds	\$ -
		3. Annual Accrual on "Prepaid" Judgements	\$ -
		4. Annual Accrual on "Unpaid" Judgements	\$ -
		5. Interest on Unpaid Judgements	\$ -
		6. Annual Accrual From Exhibit KK	\$ -
		Total Sinking Fund Requirements	\$ -
		Deduct:	
		1. Exces of Assets Over Liabilities	\$ -
		2. Surplus Building Fund Cash	
		Balance to Raise By Tax Levy	\$ -

EMERGENCY MEDICAL SERVICE DISTRICT PUBLICATION SHEET - TULSA COUNTY, OKLAHOMA
 FINANCIAL STATEMENT OF THE VARIOUS FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AND ESTIMATE OF NEED
 FOR THE FISCAL YEAR ENDING JUNE 30, 2017, OF THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT OF
 TULSA COUNTY, OKLAHOMA

EXHIBIT "Z"

** If line 12 is less than line 16 after omitting "h" deduct the following each in turn from line 4, "Total Liquid Assets".	SINKING FUND
13d. j. Unmatured Coupons Due 4-1-2017	\$ -
14d. k. Unmatured Bonds So Due	
15d. l. Whatever Remains is for Exhibit KK Line E.	\$ -
16d. Deficit as Shown on Sinking Fund Balance Sheet.	\$ -
17d. Less Cash Requirements for Current Fiscal Year in Excess of Cash on Hand (From Line 15d Above).	
18d. Remaining Deficit is for Exhibit KK Line F.	\$ -

CERTIFICATE - GOVERNING BOARD

STATE OF OKLAHOMA, COUNTY OF TULSA COUNTY, ss:

We, the undersigned Glenpool Area Emergency Medical Service District Board of Tulsa County, Oklahoma, do hereby certify that at a meeting of the Glenpool Area Emergency Medical Service District of the said County, begun at the time provided by law for Counties and pursuant to the provisions of 68 O. S. Section 3002, the foregoing statement was prepared and is a true and correct condition of the Financial Affairs of said Emergency Medical Service District as reflected by the record of the Clerk and Treasurer. We further certify that the forgoing estimate for current expenses for the fiscal year beginning July 1, 2016, and ending June 30, 2017, as shown are reasonably necessary for the proper conduct of the affairs of the said Emergency Medical Service District, that the Estimated Income to be derived from sources other than ad valorem taxation does not exceed the lawfully authorized ration of the revenue derived from the same sources during the preceding fiscal year.

Chairman of Board

Member

Member

Member

Member

Member

Attest

District Clerk Seal

Subscribed and sworn to before me this ____ day of _____, 2016.

Notary Public

Required to be published in a legally-qualified newspaper printed in the County, or one issue published in a legally-qualified newspaper of general circulation in the County.

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Collections, Disbursements and Cash Balances

For the Year Ended June 30, 2016
with Comparative Totals for June 30, 2015

	2016	2015
Beginning Cash Balance, July 1:	\$ 377,153	\$ 327,180
Collections:		
Ad Valorem Taxes	233,603	220,762
Miscellaneous	159	165
Total revenues	<u>233,761</u>	<u>220,927</u>
Disbursements:		
Maintenance and Operations	173,222	170,954
Audit Fees	925	-
Total Disbursements	<u>174,147</u>	<u>170,954</u>
Ending Cash Balance June 30	<u>\$ 436,768</u>	<u>\$ 377,153</u>