

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, August 15, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Aaron Hunter, Extreme Worship and Outreach**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
- F) Treasurers Report – Julie Casteen, Finance Director**
- G) City Manager Report – Roger Kolman, City Manager**
- H) Mayor Report – Timothy Lee Fox, Mayor**
- I) Council Comments**
- J) Public Comments**
- K) Recognition of Employee of the Month -- Timothy Lee Fox, Mayor**
- L) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from July 18 (tabled from August 1, 2016), and August 1, 2016 meetings.**
 - 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, City Manager)**
 - 3) Presentation regarding curb-side recycling program.
(Roger Kolman, City Manager/Paul Ross, American Waste Control)**

- 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)
- 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 67) and Elwood Avenue, submitted by Ricky Jones and Erik Enyart with Tanner Consulting, LLC.
(Rick Malone, City Planner)
- 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.
(Paul Newton, Fire Chief)
- 7) Discussion and possible action to authorize Police Chief to purchase ammunition from Ultramax Co. at a cost not to exceed \$16,044.00.
(Dennis Waller, Police Chief)
- 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)
- 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)

K) Adjournment

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

Signed: _____
City Clerk



Community Development Director's Report

August 15, 2016

To: Glenpool City Council

Councilors

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

City/Public Related Activities and Projects:

Glenpool Vision 2025 Projects:

Water Storage Facility and Supporting Waterline Installation: (Gions Enterprises, Inc.)

- Goins Enterprises was authorized to begin construction on February 2, 2016 and has 270 calendar days to complete the project - on or before October 28, 2016.

Current Contractor Work Progress:

- Tower exterior painting and interior corrosion proofing started July 11th and is fully complete. At this time, there will be no lettering or Logos.
- The contractor has installed two check valves at several locations on the existing water distribution system near 146th Street and Casper and 146th Street and Vancouver and was complete with that effort on July 13th.
- Full project completion is anticipated on or before October 1st - again barring any major weather delays.

South County Soccer Complex:

- Greg Helms & Associates has been awarded the contract for the architectural and engineering design portion of this project and has prepared preliminary and final design documents associated with the site and building related improvements being proposed on property owned by Tulsa County adjacent to the South County Recreation Center.

- A presentation of the current status of this design work was presented to the City Council at the July 18th Council meeting.
- Final Construction and bid documents will be complete by August 31st.
- It is anticipated that the project will be advertised for bid by approximately September 15th.
- The lease agreement between the City of Glenpool and Tulsa County covering the portion of the Recreation Center property involved with this project has been drafted and is currently being finalized with Tulsa County.

On-going Private Development and/or Building Projects:

Dumond Business Office: (Commercial Development and Building Project)

- This project is located in MonTapp Addition on the east side of Yukon Avenue and immediately north of the Bonnet Dental Clinic.
- The project consists of the development of a 1.9 acre site and the construction of a 6,000 s.f. single story office building serving as the corporate headquarters of Simple Simons Pizza Company.
- The project is currently in the building framing stage of construction.
- Full project completion is anticipated in October, 2016.

Wades RV Supercenter: (Commercial Development and Building Project)

- This project is located on a ten acre tract at the northeast corner of 161st Street and U.S. Highway 75 – immediately north of Tractor Supply.
- The project consists of the development of site related improvements and numerous building structures to be used for the sale and storage of a large number of RV type motor homes, coaches, and travel trailers – similar to the Wades RV facility currently located on 121st Street.
- The project is planned to be completed in several construction phases.
- Phase I and a portion of what was anticipated as Phase II of the project are currently under way with four individual buildings and supporting site improvements under construction in various stages of completion.
- The completion of Phase I and Phase II of the project are anticipated by August 15th..

Cotton Creek Mini Storage:

- This project is located on 181st Street west of U.S. Highway 75
- The storage buildings being constructed as part of the improvements for Phase I of this project are fully complete.
- The site improvements supporting the project are approximately 85% complete
- Full project completion is anticipated approximately August 15th.

Sunoco Glenpool Butane Blending Facility: (Developed by SVT Energy Services, Inc.)

- This project is located at 127th Street on the east side of US Highway 75.
- Final Site Plan approval, Earth Change, Floodplain Development, and Building Permits for the project have been applied for, approved, and issued by the City.
- A pre-Construction meeting was held between City Staff and Sunoco on July 12th.
- Start of actual site work and utility installation commenced on July 18th with site clearing, grubbing, and grading well underway currently
- Full project completion and operational start-up is estimated to be by early 2017.

What-a-Burger Restaurant: (Southwest Crossroads Addition)

- This project is located on a tract located in Block 2 of South West Crossroads Addition.
- The building permit for the construction of this facility was issued July 25th with construction commencing that date.
- Anticipated completion of this facility is to be on or before October 15th.

Current Status of City of Glenpool Grant Projects:

Oklahoma Department of Transportation Grant Project:

- This project consists of the construction pedestrian sidewalks generally connecting the South County Community Recreation Center with the Glenpool school property on Warrior Road.
- Robert L. Shears and Associates and The Cowan Group have been selected as the project design consultants.
- A pre-design and kick-off meeting with ODOT and the project consultants was held March 25th to initiate the design portion of the project.
- The City has received Preliminary Construction Documents on the project for review and will be scheduling a coordination meeting for the review of these documents the week of July 18th.
- It is anticipated that the technical design and approval portion of the project will be completed by approximately November, 2016 with construction bidding occurring during the first quarter of 2017.
- The actual construction phase of the project will likely occur during the summer months of 2017 with full project completion estimated by approximately October, 2017.

Current Planning Department and Planning Commission Activities:

Amendment to P.U.D. No. 30

- Request to allow a minor setback reduction from 50' to 32' along the north boundary and request to allow an 8 foot high fence on the north and west boundary of the project located at the northwest corner of 151st Street (Hwy 67) and Elwood Ave. TAC: 7/29/16, PC: 8/8/16, CC: 8/15/16.

Final Subdivision Plat Approval: Glenpool Center South

- Request to review and possible approval of the final plat of Glenpool Center South located at the northwest corner of 151st Street (Hwy 67) and Elwood Ave. TAC: 7/29/16, PC: 8/8/16, CC: 8/15/16.

Site Plan Review: Elwood Ave Mini-Storage

- Request to review and possible approval of the site plan for Elwood Avenue Mini-Storage located north of the northwest corner of 151st Street (Hwy 67) and Elwood Ave. TAC: 7/29/16, PC: 8/8/16. Approved.

Lot Split GLS#217:

- Jeff Selvidge is requesting to split off .87 of an acre from his 33.52 acre property and attach it to the 6.74 acre tract to the west owned by David Wood. The subject tract is located approximately 1,320 feet south of the southeast corner of 171th Street and 33rd West Ave which is zoned AG (Agriculture). PC 8/8/16 approved

Current Building & Inspection Department Activities: July & August, 2016:

Current Commercial Projects Permitted for Construction:

- QuikTrip Gas Island Addition
- WalMart Remodel Project – Drive thru Pharmacy & Grocery Pick Area
- Cotton Creek Mini Storage: Located on 181st Street - west of U.S. Highway 75.
- Wades RV Supercenter: Located on 161st Street - east of U.S. Highway 75
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- Dumond Office Building: Located in MonTapp Addition
- What-a-Burger Restaurant: Located in Southwest Crossroads Addition

- St. Francis Health System Hospital; Located on 151st Street - east of U.S. Highway 75
- Sunoco Logistics Butane Blending Facility located east of US Highway 75 at 127th Street.

Glenpool Residential and Commercial Building Permit Statistics – July 1st – August 15th, 2016

• New Residential Permits Issued in June, 2016:	11 Total
• New Commercial Permits Issued in June, 2016:	1 Total
• Current Active Residential Permits:	68 Total
• Current Active Commercial Permits:	11 Total
• 2015 Residential Permits thru June:	88 Total
• 2016 Residential Permits issued thru June:	51 Total
• 2015 Commercial Permits Issued Thru June:	4 Total
• 2016 Commercial Permits Issued Thru June:	6 Total

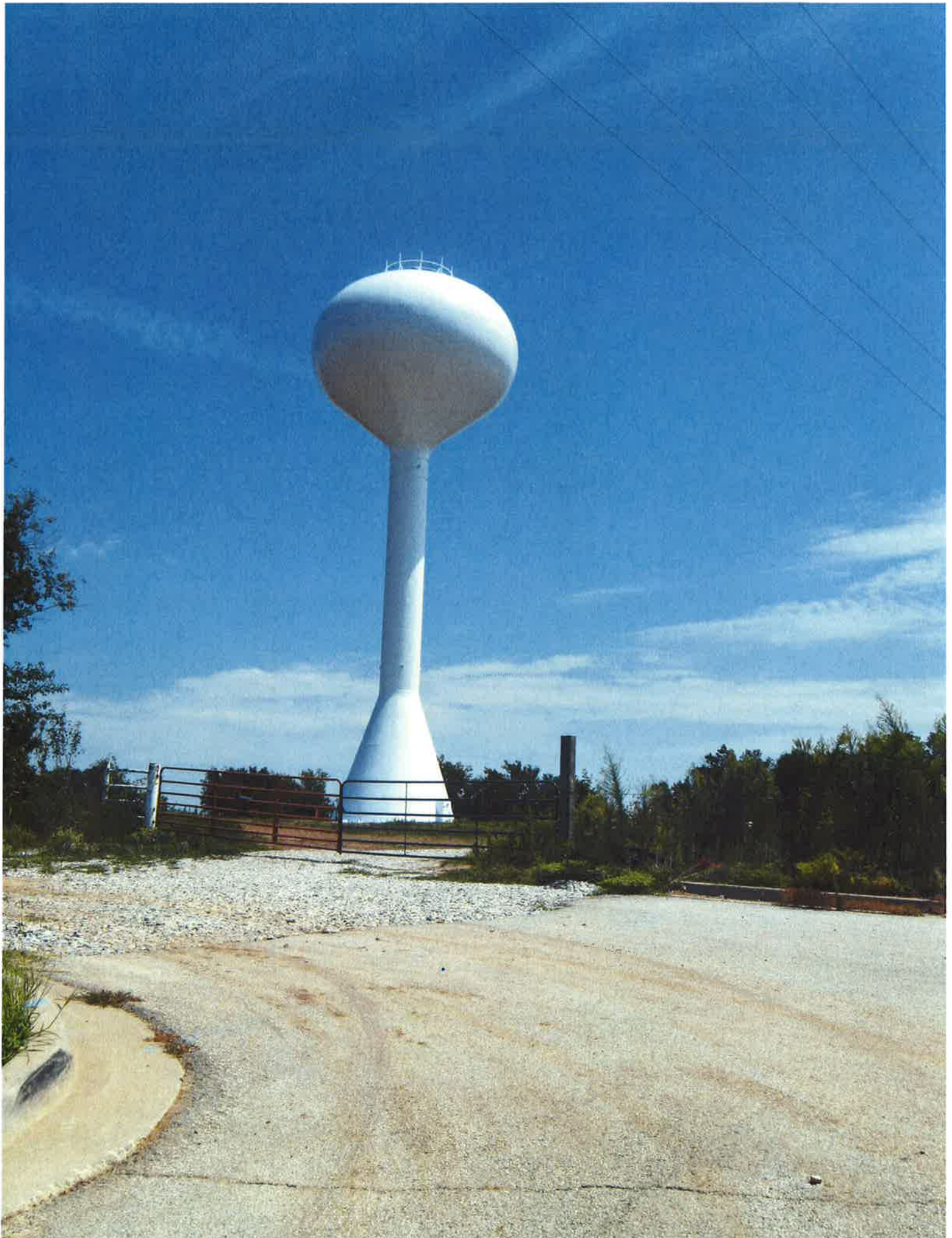
Code Enforcement Department: July 1st – August 15th, 2016

Typical Issues Addressed by the Code Enforcement Department: Public Nuisances

- Inoperable or abandoned vehicles being stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of June:

• Month-to-date Complaint Calls Received and Investigated:	148
• Year-to-Date Complaint Calls Received and Investigated	511
• Public Nuisance Cases Remaining Open thru July 1 st :	120
• New Code Enforcement Cases Processed in June:	
1. Calls reporting high grass:	83
2. Structures damaged by fire:	-0-
3. Notices Issued for Vehicles Illegally Parked:	4
4. Nuisance Abatements Performed by City Personnel:	-0-
5. Notices Issued for Residences Without Water Service:	3
6. Tulsa County Health Department Citations Issued:	-0-
7. Notices Issued for Illegally placed signs:	9
8. Damage to public facilities citations:	-0-
9. Dilapidated Structure Condemnation:	<u>1</u>
Total New Cases Opened From July 1 st thru August 15 th :	102

















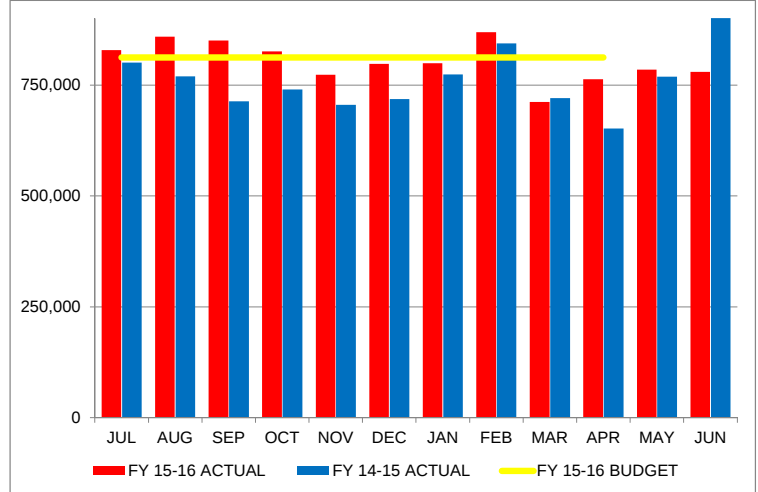




REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

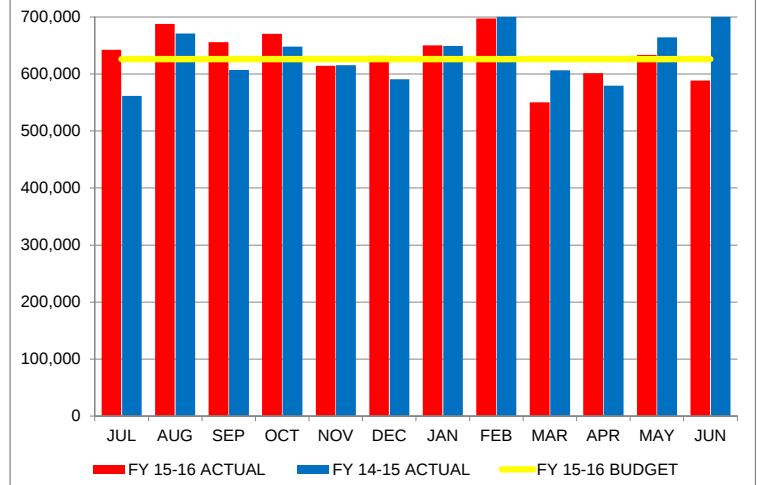
	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 812,091	\$ 829,109	\$ 17,018	2.1%	\$ 800,424
AUG	812,091	858,896	46,805	5.8%	769,549
SEP	812,091	850,654	38,563	4.7%	713,542
OCT	812,091	825,619	13,528	1.7%	739,968
NOV	812,091	773,198	(38,893)	-4.8%	705,739
DEC	812,091	797,806	(14,285)	-1.8%	718,503
JAN	812,091	799,420	(12,672)	-1.6%	774,304
FEB	812,091	869,506	57,415	7.1%	844,012
MAR	812,091	711,653	(100,438)	-12.4%	720,734
APR	812,091	763,381	(48,711)	-6.0%	652,331
MAY	812,091	785,077	(27,015)	-3.3%	769,015
JUN	812,091	779,449	(32,642)	-4.0%	904,799
YTD	\$ 9,745,096	\$ 9,643,769	\$ (101,327)	-1.0%	\$ 9,112,921



Total General Fund revenues YTD through June exceeded prior year by 5.8% but fell short of budget YTD by -1.0%.

TAXES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 626,003	\$ 642,505	\$ 16,502	2.6%	\$ 561,615
AUG	626,003	688,006	62,003	9.9%	670,930
SEP	626,003	655,934	29,931	4.8%	607,107
OCT	626,003	670,620	44,617	7.1%	648,122
NOV	626,003	614,054	(11,950)	-1.9%	615,483
DEC	626,003	631,576	5,572	0.9%	590,517
JAN	626,003	650,277	24,274	3.9%	649,242
FEB	626,003	697,487	71,483	11.4%	743,056
MAR	626,003	550,503	(75,500)	-12.1%	606,565
APR	626,003	601,468	(24,536)	-3.9%	579,325
MAY	626,003	633,101	7,098	1.1%	664,368
JUN	626,003	588,438	(37,565)	-6.0%	714,781
YTD	\$ 7,512,040	\$ 7,623,968	\$ 111,928	1.5%	\$ 7,651,112



Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

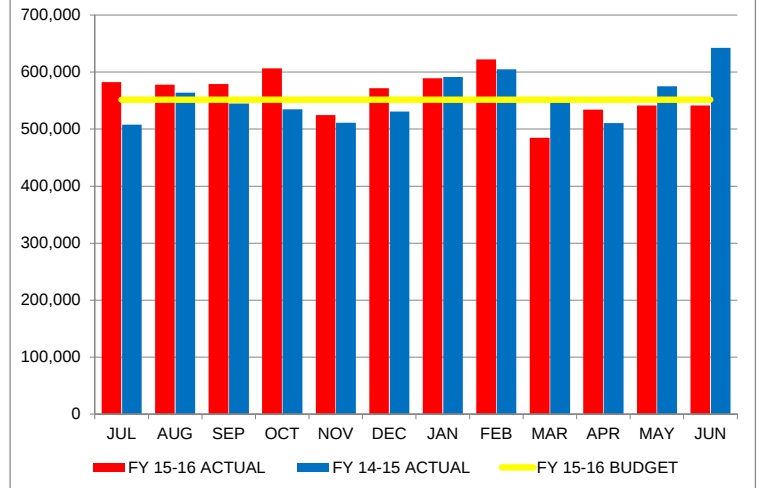
Total tax collections YTD through June fell short of prior year by -0.4% but exceeded budget YTD by 1.5%.

GENERAL FUND REVENUE ANALYSIS - *continued*

JUNE 2016

SALES TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 551,462	\$ 582,429	\$ 30,968	5.6%	\$ 507,524
AUG	551,462	577,621	26,159	4.7%	563,673
SEP	551,462	579,037	27,575	5.0%	544,836
OCT	551,462	606,378	54,916	10.0%	534,848
NOV	551,462	524,401	(27,061)	-4.9%	510,940
DEC	551,462	571,600	20,138	3.7%	530,865
JAN	551,462	589,288	37,826	6.9%	591,176
FEB	551,462	622,274	70,812	12.8%	604,596
MAR	551,462	484,990	(66,472)	-12.1%	548,590
APR	551,462	534,213	(17,249)	-3.1%	510,553
MAY	551,462	541,318	(10,144)	-1.8%	574,857
JUN	551,462	541,318	(10,144)	-1.8%	642,498
YTD	\$ 6,617,544	\$ 6,754,867	\$ 137,323	2.1%	\$ 6,664,955

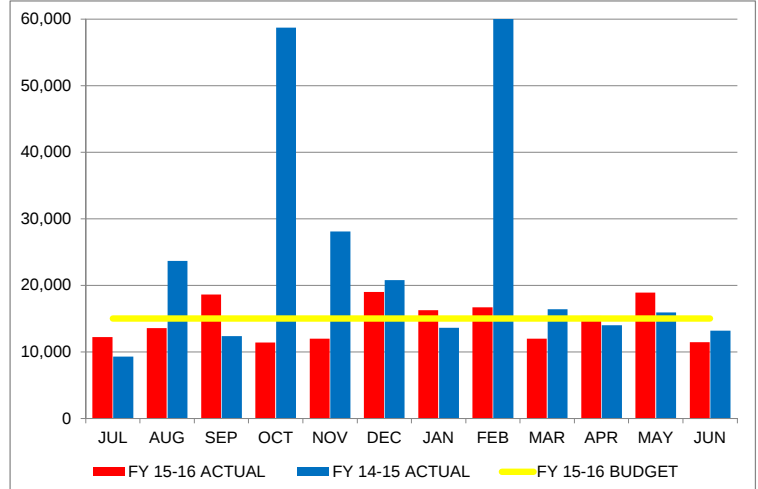


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD through June exceeded prior year by 1.3%, and exceeded budget by 2.1%.

USE TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 15,000	\$ 12,215	\$ (2,785)	-18.6%	\$ 9,308
AUG	15,000	13,594	(1,406)	-9.4%	23,670
SEP	15,000	18,607	3,607	24.0%	12,350
OCT	15,000	11,425	(3,575)	-23.8%	58,750
NOV	15,000	11,968	(3,032)	-20.2%	28,081
DEC	15,000	19,030	4,030	26.9%	20,786
JAN	15,000	16,259	1,259	8.4%	13,644
FEB	15,000	16,703	1,703	11.4%	61,140
MAR	15,000	12,003	(2,997)	-20.0%	16,391
APR	15,000	15,390	390	2.6%	14,014
MAY	15,000	18,900	3,900	26.0%	15,949
JUN	15,000	11,439	(3,561)	-23.7%	13,213
YTD	\$ 180,000	\$ 177,532	\$ (2,468)	-1.4%	\$ 287,294



Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. This tax is applied in lieu of the sales tax because the goods were originally bought outside the state. Because use tax is often related to construction activity, collections can fluctuate widely from month to month and year to year.

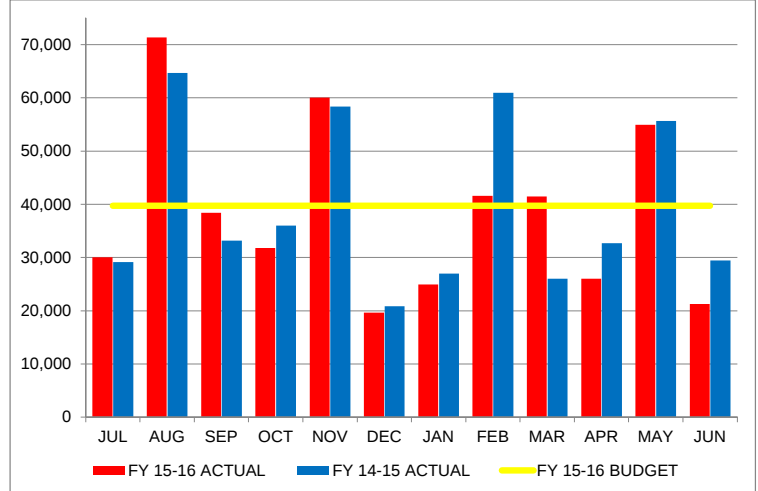
Use tax collections YTD through June fell short of prior year by -38.2%, and fell short of budget YTD by -1.4%.

GENERAL FUND REVENUE ANALYSIS - continued

JUNE 2016

FRANCHISE TAX

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 39,708	\$ 30,052	\$ (9,657)	-24.3%	\$ 29,156
AUG	39,708	71,340	31,632	79.7%	64,683
SEP	39,708	38,416	(1,293)	-3.3%	33,147
OCT	39,708	31,791	(7,917)	-19.9%	35,993
NOV	39,708	60,012	20,303	51.1%	58,342
DEC	39,708	19,640	(20,068)	-50.5%	20,834
JAN	39,708	24,903	(14,805)	-37.3%	26,991
FEB	39,708	41,576	1,867	4.7%	60,969
MAR	39,708	41,470	1,761	4.4%	25,992
APR	39,708	26,030	(13,678)	-34.4%	32,685
MAY	39,708	54,930	15,222	38.3%	55,627
JUN	39,708	21,240	(18,468)	-46.5%	29,428
YTD	\$ 476,500	\$ 461,399	\$ (15,101)	-3.2%	\$ 473,846

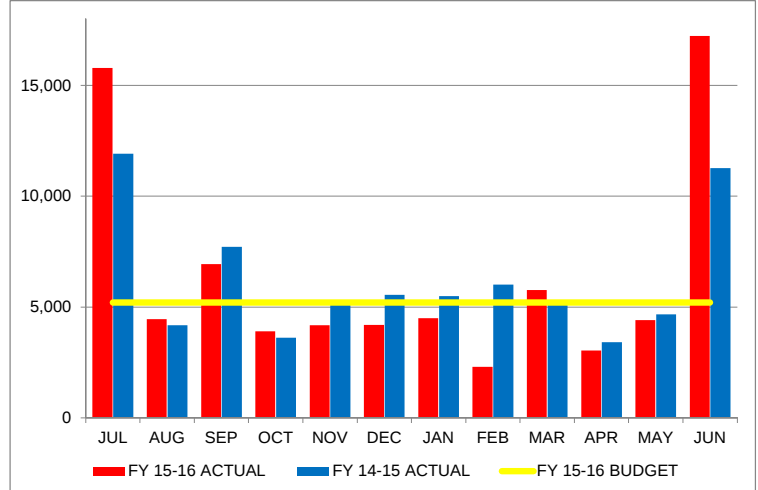


Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

Franchise tax collections YTD through June fell short prior year by -2.6%, and missed budget YTD by -3.2%.

LICENSES AND PERMITS

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 5,200	\$ 15,780	\$ 10,580	203.5%	\$ 11,914
AUG	5,200	4,451	(749)	-14.4%	4,181
SEP	5,200	6,940	1,740	33.5%	7,715
OCT	5,200	3,913	(1,287)	-24.7%	3,617
NOV	5,200	4,183	(1,017)	-19.6%	5,278
DEC	5,200	4,200	(1,000)	-19.2%	5,549
JAN	5,200	4,499	(701)	-13.5%	5,499
FEB	5,200	2,301	(2,899)	-55.7%	6,012
MAR	5,200	5,768	568	10.9%	5,121
APR	5,200	3,036	(2,164)	-41.6%	3,422
MAY	5,200	4,410	(791)	-15.2%	4,671
JUN	5,200	17,232	12,032	231.4%	11,271
YTD	\$ 62,400	\$ 76,713	\$ 14,313	22.9%	\$ 74,248



Permits and Fees includes Building Permits, Trade Licenses, Pet Licenses, Assessment Fees and Fireworks and Sign Permits.

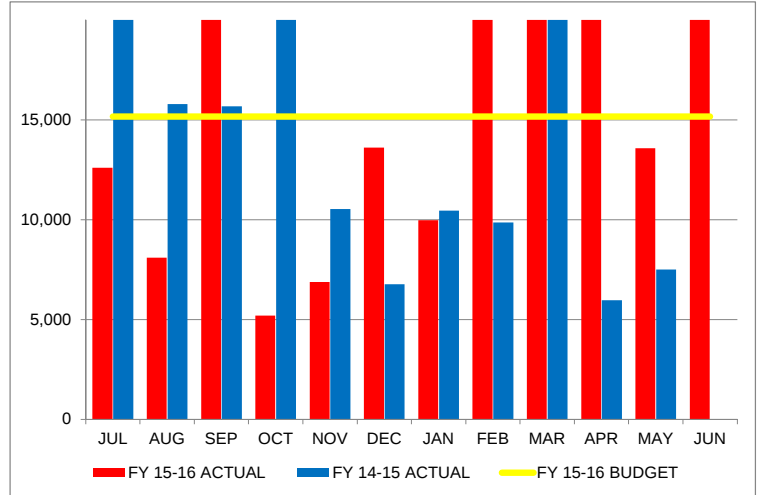
Permits and Fees YTD through June exceeded prior year by 3.3%, and exceeded budget by 22.9%.

GENERAL FUND REVENUE ANALYSIS - continued

JUNE 2016

CHARGES FOR SERVICES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 15,167	\$ 12,605	\$ (2,562)	-16.9%	\$ 22,069
AUG	15,167	8,105	(7,062)	-46.6%	15,786
SEP	15,167	39,574	24,407	160.9%	15,680
OCT	15,167	5,198	(9,969)	-65.7%	24,320
NOV	15,167	6,877	(8,289)	-54.7%	10,538
DEC	15,167	13,613	(1,553)	-10.2%	6,771
JAN	15,167	9,970	(5,197)	-34.3%	10,449
FEB	15,167	24,137	8,970	59.1%	9,869
MAR	15,167	20,088	4,921	32.4%	25,677
APR	15,167	25,671	10,504	69.3%	5,974
MAY	15,167	13,575	(1,591)	-10.5%	7,512
JUN	15,167	33,037	17,870	117.8%	12,084
YTD	\$ 182,000	\$ 212,450	\$ 30,450	16.7%	\$ 166,727

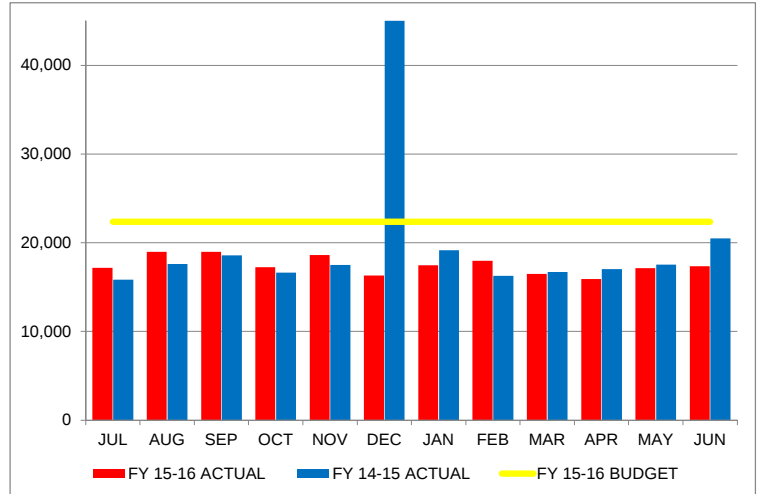


Charges for Services includes Development, Zoning and Inspection Fees, Dog Pound Fees, GEMS reimbursement, Police Specials Services (SRO) and charges for Police Reports.

Charges for Services YTD through June exceeded prior year by 27.4%, and exceeded budget by 16.7%.

INTERGOVERNMENTAL

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 22,372	\$ 17,193	\$ (5,179)	-23.1%	\$ 15,830
AUG	22,372	18,998	(3,375)	-15.1%	17,619
SEP	22,372	18,981	(3,392)	-15.2%	18,582
OCT	22,372	17,241	(5,131)	-22.9%	16,628
NOV	22,372	18,620	(3,753)	-16.8%	17,507
DEC	22,372	16,326	(6,046)	-27.0%	59,281
JAN	22,372	17,483	(4,889)	-21.9%	19,152
FEB	22,372	17,955	(4,417)	-19.7%	16,275
MAR	22,372	16,492	(5,880)	-26.3%	16,718
APR	22,372	15,900	(6,472)	-28.9%	17,048
MAY	22,372	17,139	(5,233)	-23.4%	17,555
JUN	22,372	17,348	(5,024)	-22.5%	20,485
YTD	\$ 268,465	\$ 209,675	\$ (58,790)	-21.9%	\$ 252,679



Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. Reimbursement for the purchase of a senior bus was received in December FY14-15. The FY15-16 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been received.

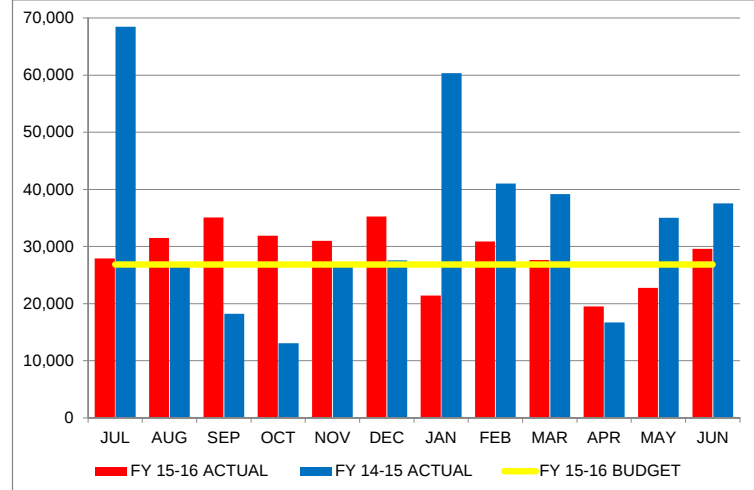
Intergovernmental YTD through June fell short of prior year by -17.0%, and under budget by -21.9% due to the Senior Building project not yet completed.

GENERAL FUND REVENUE ANALYSIS - continued

JUNE 2016

FINES AND FORFEITURES

	FY 15-16		FY 15-16		BUDGET		FY 14-15	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 26,833	\$ 27,905	\$ 1,072	4.0%			\$ 68,447	
AUG	26,833	31,517	4,683	17.5%			26,795	
SEP	26,833	35,072	8,238	30.7%			18,216	
OCT	26,833	31,896	5,063	18.9%			13,059	
NOV	26,833	31,011	4,177	15.6%			26,542	
DEC	26,833	35,228	8,394	31.3%			27,597	
JAN	26,833	21,397	(5,436)	-20.3%			60,335	
FEB	26,833	30,900	4,066	15.2%			41,041	
MAR	26,833	27,649	816	3.0%			39,152	
APR	26,833	19,517	(7,316)	-27.3%			16,721	
MAY	26,833	22,733	(4,101)	-15.3%			35,042	
JUN	26,833	29,576	2,742	10.2%			37,535	
YTD	\$ 322,000	\$ 344,400	\$ 22,400	7.0%			\$ 410,481	

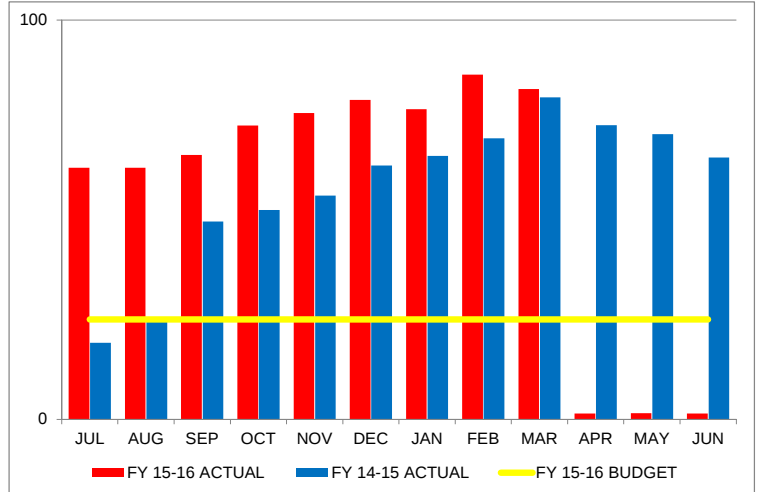


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through June fell short of prior year by -16.1%, but exceeded budget by 7.0%.

INVESTMENT INCOME

	FY 15-16		FY 15-16		BUDGET		FY 14-15	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 25	\$ 63	\$ 38	152.1%			\$ 19	
AUG	25	63	38	152.0%			25	
SEP	25	66	41	165.1%			50	
OCT	25	74	49	194.4%			52	
NOV	25	77	52	207.1%			56	
DEC	25	80	55	220.1%			64	
JAN	25	78	53	210.9%			66	
FEB	25	86	61	245.3%			70	
MAR	25	83	58	230.9%			81	
APR	25	1	(24)	-94.2%			74	
MAY	25	2	(23)	-94.0%			71	
JUN	25	1	(24)	-94.1%			66	
YTD	\$ 300	\$ 674	\$ 374	124.6%			\$ 694	

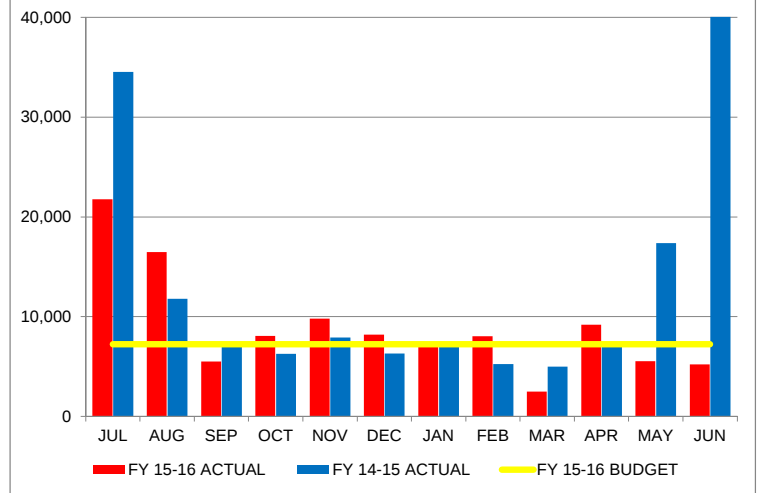


Investment Income is interest on deposits.

Investment Income YTD through June fell short of prior year by -2.9%, but over budget YTD by 124.6%.

MISCELLANEOUS/OTHER

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 7,233	\$ 21,764	\$ 14,531	200.9%	\$ 34,536
AUG	7,233	16,464	9,230	127.6%	11,789
SEP	7,233	5,500	(1,733)	-24.0%	7,394
OCT	7,233	8,089	856	11.8%	6,288
NOV	7,233	9,789	2,556	35.3%	7,911
DEC	7,233	8,195	962	13.3%	6,301
JAN	7,233	7,128	(106)	-1.5%	7,138
FEB	7,233	8,053	819	11.3%	5,266
MAR	7,233	2,482	(4,752)	-65.7%	4,998
APR	7,233	9,200	1,967	27.2%	7,344
MAY	7,233	5,529	(1,704)	-23.6%	17,371
JUN	7,233	5,230	(2,003)	-27.7%	47,898
YTD	\$ 86,800	\$ 107,423	\$ 20,623	23.8%	\$ 164,234

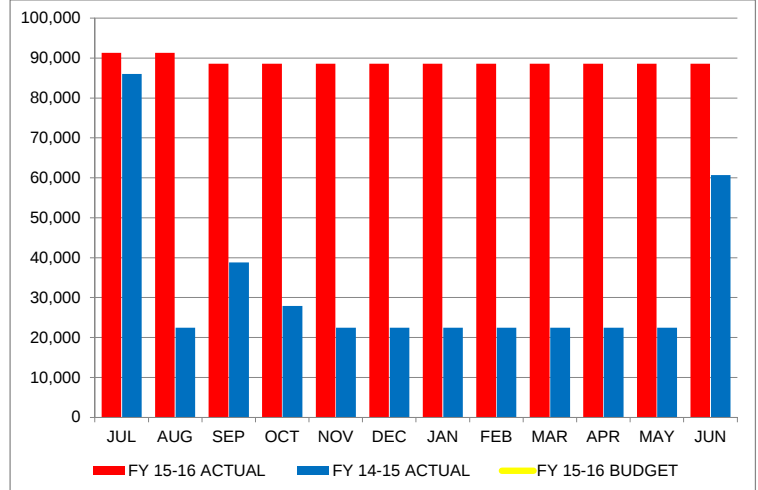


Other Revenue consists of sale of assets, refunds, and rental income for municipal buildings and tower antenna space.

Miscellaneous revenues YTD through June fell short of prior year by -34.6%, but exceeded budget by 23.8%.

OTHER FINANCING SOURCES

	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 109,258	\$ 91,293	\$ (17,964)	-16.4%	\$ 85,994
AUG	109,258	91,293	(17,964)	-16.4%	22,424
SEP	109,258	88,588	(20,670)	-18.9%	38,799
OCT	109,258	88,588	(20,670)	-18.9%	27,882
NOV	109,258	88,588	(20,670)	-18.9%	22,424
DEC	109,258	88,588	(20,670)	-18.9%	22,424
JAN	109,258	88,588	(20,670)	-18.9%	22,424
FEB	109,258	88,588	(20,670)	-18.9%	22,424
MAR	109,258	88,588	(20,670)	-18.9%	22,424
APR	109,258	88,588	(20,670)	-18.9%	22,424
MAY	109,258	88,588	(20,670)	-18.9%	22,424
JUN	109,258	88,588	(20,670)	-18.9%	60,679
YTD	\$ 1,311,091	\$ 1,068,466	\$ (242,625)	-18.5%	\$ 392,745



Transfers from the Glenpool Utility Services Authority and the Glenpool Industrial Authority represent a reimbursement (on an annualized basis) from those funds for services provided by the General Fund. In addition, proceeds from the issuance of debt as well as use of fund balance on accounted for in this revenue category.

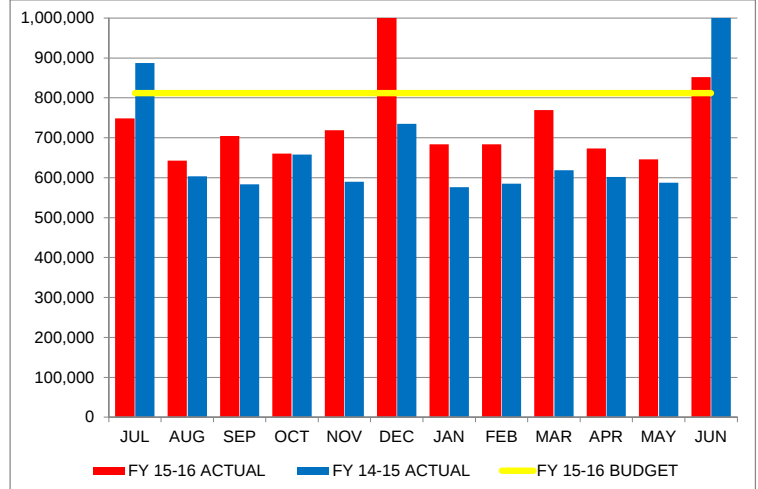
Transfers YTD through June exceeded prior year by 172.1%, but fell short of budget by -18.5% due to vehicle lease proceeds budgeted but not yet recognized.

GENERAL FUND EXPENDITURE ANALYSIS

JUNE 2016

EXPENDITURES

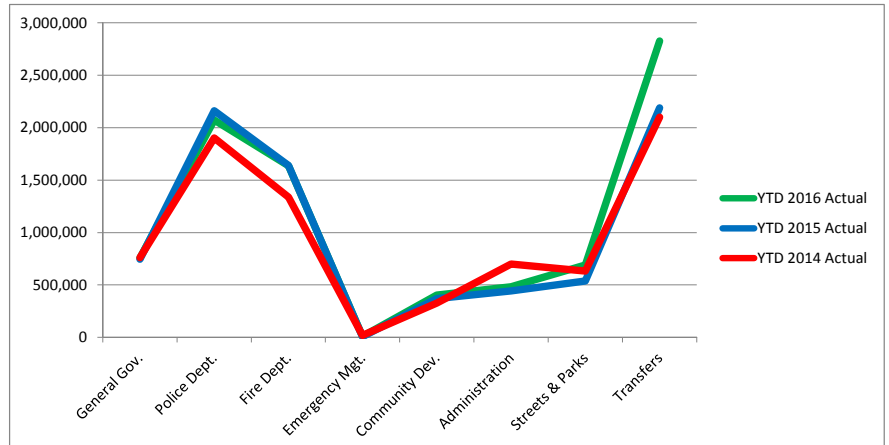
	FY 15-16 BUDGET	FY 15-16 ACTUAL	BUDGET VAR.	% VAR.	FY 14-15 ACTUAL
JUL	\$ 812,091	\$ 748,590	\$ (63,502)	-7.8%	887,196
AUG	812,091	643,106	(168,985)	-20.8%	603,648
SEP	812,091	704,418	(107,673)	-13.3%	583,305
OCT	812,091	660,232	(151,860)	-18.7%	658,434
NOV	812,091	718,941	(93,150)	-11.5%	590,031
DEC	812,091	1,098,180	286,089	35.2%	734,938
JAN	812,091	683,392	(128,700)	-15.8%	576,387
FEB	812,091	683,856	(128,235)	-15.8%	585,122
MAR	812,091	769,677	(42,414)	-5.2%	619,143
APR	812,091	673,215	(138,877)	-17.1%	601,996
MAY	812,091	645,874	(166,218)	-20.5%	587,345
JUN	812,091	851,853	39,761	4.9%	1,063,388
YTD	\$ 9,745,096	\$ 8,881,333	\$ (863,763)	-8.9%	\$ 8,090,932



General Fund expenditures YTD exceeded prior year by 9.8%, but under budget YTD by -8.9%. The spike in December 2015 expenditures is due to a contractor payment for the street repairs project completed last year.

EXPENDITURES BY DEPARTMENT

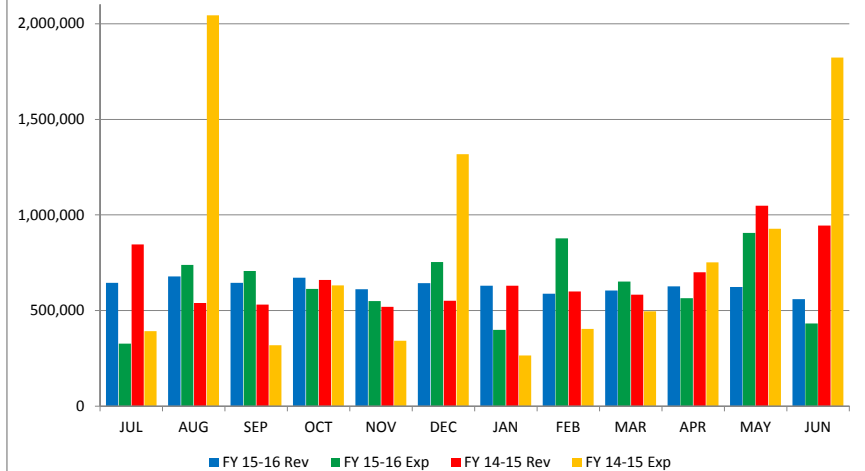
	YTD 2014 Actual	YTD 2015 Actual	YTD 2016 Actual
General Gov.	\$ 759,815	\$ 745,201	\$ 758,393
Police Dept.	1,901,028	2,161,637	2,073,524
Fire Dept.	1,337,625	1,639,596	1,636,007
Emergency Mgt.	18,650	6,363	10,748
Community Dev.	326,467	369,051	403,836
Administration	700,147	441,818	481,743
Streets & Parks	631,694	537,523	689,894
Transfers	2,100,551	2,189,742	2,827,167
Totals	\$ 7,775,976	\$ 8,090,932	\$ 8,881,312



Excluding transfers, General Fund expenditures are up 2.9% over prior year compared to an increase of 1.9% in FY14-15 over prior year.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE
JUNE 2016
REVENUE VS EXPENDITURES

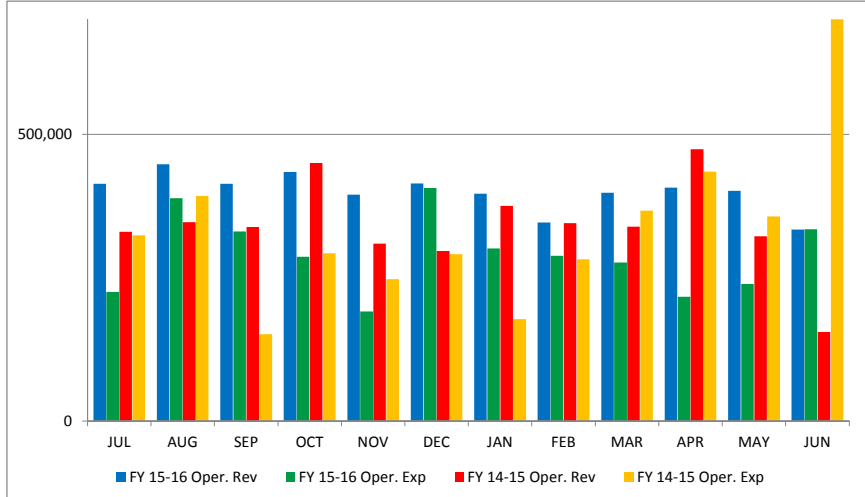
	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 645,322	\$ 326,428	\$ 845,265	\$ 391,871
AUG	677,988	737,942	538,807	2,044,818
SEP	644,114	706,547	530,344	317,506
OCT	671,978	612,794	659,960	631,188
NOV	611,917	550,061	519,633	342,172
DEC	642,943	753,830	550,996	1,317,299
JAN	629,488	398,450	629,310	264,837
FEB	587,453	877,412	599,277	404,346
MAR	605,174	651,333	582,283	496,131
APR	626,185	564,087	699,444	751,818
MAY	622,418	905,573	1,047,241	927,566
JUN	559,062	432,036	944,199	1,822,960
Totals	\$ 7,524,043	\$ 7,516,493	\$ 8,146,758	\$ 9,712,513



Charges for services YTD are up 13.9% over prior year. FY14-15 expenses include a \$1.4 million contribution in land to the GIA. After an adjustment to FY14-15 for this item, expenses are down 10% over prior year.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
NET INCOME
JUNE 2016
OPERATING REVENUE VS OPERATING EXPENSES

	FY 15-16		FY 14-15	
	Oper. Rev	Oper. Exp	Oper. Rev	Oper. Exp
JUL	\$ 413,752	\$ 224,858	\$ 330,066	\$ 323,820
AUG	447,620	388,394	346,501	392,204
SEP	413,392	330,621	338,038	151,156
OCT	434,421	286,208	449,608	292,530
NOV	394,854	191,151	309,280	247,341
DEC	414,080	406,242	296,611	290,734
JAN	396,203	301,028	374,925	177,381
FEB	345,922	287,814	344,892	281,934
MAR	398,026	276,521	338,856	366,483
APR	406,668	216,881	474,064	434,820
MAY	401,126	238,754	321,860	356,796
JUN	333,716	334,615	155,117	938,268
Totals	\$ 4,799,779	\$ 3,483,088	\$ 4,079,819	\$ 4,253,466



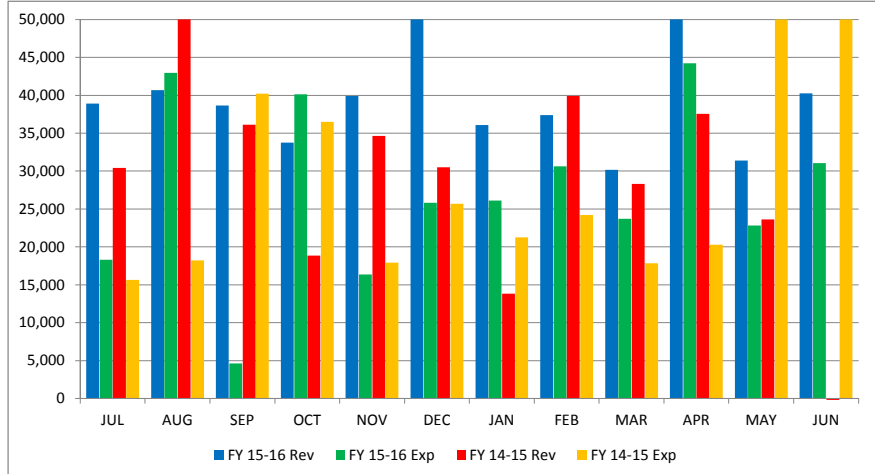
Operating revenues are up 17.6% over prior year as a result of increased utility rates. Operating expenses, which do not include debt service and transfers, are down -18.1% YTD over prior year.

GLENPOOL INDUSTRIAL AUTHORITY (GIA):
OVERALL FUND PERFORMANCE

JUNE 2016

TOTAL REVENUE VS EXPENDITURES

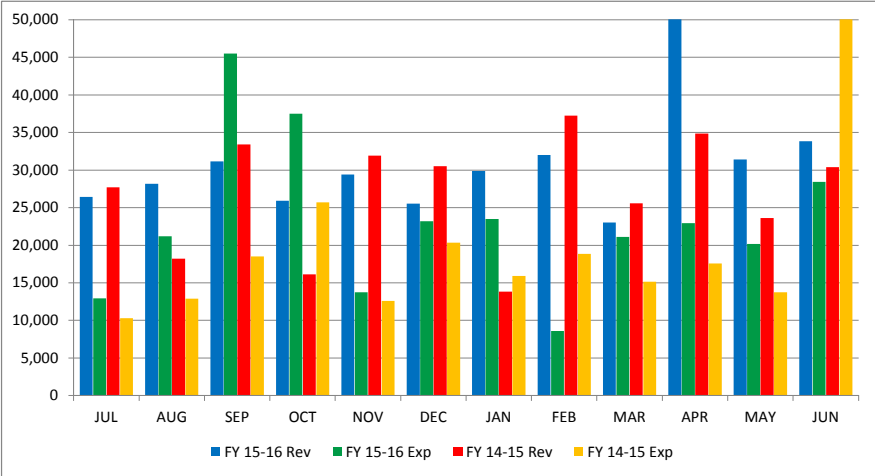
	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 38,906	\$ 18,285	\$ 30,421	\$ 15,644
AUG	40,681	42,979	2,273,546	18,221
SEP	38,641	4,605	36,124	40,224
OCT	33,741	40,117	18,835	36,493
NOV	39,912	16,361	34,639	17,928
DEC	51,278	25,839	30,523	25,678
JAN	36,068	26,119	13,810	21,245
FEB	37,381	30,629	39,939	24,197
MAR	30,156	23,723	28,296	17,857
APR	53,106	44,221	37,540	20,300
MAY	31,404	22,816	23,632	516,464
JUN	40,276	31,059	(780,815)	279,708
Totals	\$ 471,550	\$ 326,752	\$ 1,786,490	\$ 1,033,959



Industrial Authority net operating income was \$144,798 YTD versus \$752,531 YTD in FY14-15. However, FY14-15 Included income of \$811,216 recognized from the sale of land, and a \$500,000 transfer to GUSA for settlement costs to Creek County 2 RWD.

CONFERENCE CENTER REVENUE VS EXPENDITURES

	FY 15-16		FY 14-15	
	Rev	Exp	Rev	Exp
JUL	\$ 26,440	\$ 12,954	\$ 27,716	\$ 10,313
AUG	28,179	21,192	18,228	12,891
SEP	31,150	45,483	33,419	18,518
OCT	25,900	37,492	16,129	25,704
NOV	29,394	13,736	31,933	12,598
DEC	25,550	23,214	30,523	20,348
JAN	29,881	23,494	13,810	15,915
FEB	32,018	8,612	37,233	18,866
MAR	23,036	21,098	25,590	15,152
APR	53,106	22,926	34,835	17,595
MAY	31,404	20,191	23,632	13,758
JUN	33,832	28,434	30,400	89,031
Totals	\$ 369,889	\$ 278,825	\$ 323,448	\$ 270,688



Conference Center Net income YTD through June is up 73% over prior year. While operating revenues were up 14.4%, operating expenses were up only 3.0% over prior year.

MINUTES

CITY COUNCIL MEETING

July 18, 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; and Timothy Fox, Mayor. Jacqueline Triplett-Lund, Councilor; and Momodou Ceesay, Vice Mayor were absent.

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 was Greg Helms, Helms & Associates.

- A) Mayor Fox called the meeting to order at 6:33 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Debra Cutsor offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**

Mayor Fox introduced Sydney Bland, the new Executive Director for Glenpool Chamber of Commerce and gave her an opportunity to briefly address the Council and audience.

- E) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow offered a status update on the water tower project currently underway. 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 June, as well as informed them about activities in the Planning, Building, and Code Enforcement Departments.
- F) Treasurers Report - Julie Casteen, Finance Director**
 - Mrs. Casteen presented a comprehensive report for May revenues and expenditures in all Funds.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman attended the One Voice Agenda meeting. He invited the Council to attend the remaining meetings.
 - Mr. Kolman's attendance at the CMOA conference was cut short by the severe storm that struck Glenpool last Thursday, July 14. He complimented the Police, Fire and Public Works crews for their immediate response to the citizens during the aftermath of the storm. He announced that Morris Park will be open to receive green waste from Glenpool citizens. Hours of operation will be July 19 through July 24. He further updated the Council on storm damage to public property.

- o Mayor Fox inquired about the reason that Morris Park wasn't opened to receive public green waste earlier. Mr. Kolman reminded him that because the city recently lost the DOC PW contract our Public Works crews are down by five men, therefore the remaining city crews concentrated on debris removal in critical areas, like the streets and Black Gold Park. As soon as the streets were cleared, crews began to clear debris at Morris Park and make it ready to receive the tree debris from the public.
- o Mayor Fox recommended that management should work on forming a contingency plan to meet citizen expectations for future disasters.
- o Councilor Agee asked how many members of the public took advantage of the "cooling station" which the City provided at city hall for citizens whom were without electricity to cool their homes. Mr. Kolman advised, "No one."

H) Mayor Report – Timothy Fox, Mayor

- Mayor Fox announced that the reason for Vice Mayor Ceesay's absence was due to him managing the opening day activities at his new restaurant in Tulsa.
- Mayor Fox announced that he had attended the Praying for Our Nation event at Black Gold Park. A second event will be held next Sunday at 1:00 p.m. He invited all those interested to attend.
- He reminded the Council that Katrina will be hosting her Second Annual Birthday Bash fundraiser in Black Gold Park, August 6 from 1:00 to 4:00. He challenged the Council Members to participate in the Dog Food Eating contest. The proceeds are collected on behalf of the Glenpool Animal Shelter. Mayor Fox urged everyone to watch social media sites for updates.
- Summer Jam will be held at 7:30 p.m., August 4-6, at the Glenpool Conference Center. Mayor Fox described last year's event as, "good family time."
- Mayor Fox announced the dates for the Tulsa Cultural Event as August 12-13 at the Glenpool Conference Center.

I) Council Comments

- None.

J) Public Comments

- None.

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

- Mayor Fox recognized Debbie Pengelly, as the June Employee of the Month. He acknowledged her dedicated work to the City in the Department of Human Resources and her payroll assistance.

L) Scheduled Business

1) Discussion and possible action to approve minutes from June 30, and July 5, 2016 meetings.

MOTION: Councilor Agee moved, second by Councilor Kearns to approve minutes as prescribed.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

ABSENT: Councilor Lund; Vice-Mayor Ceesay

Motion carried.

2) Presentation and discussion regarding soccer complex, including project design and progress update.

Lynn Burrow, Community Development Director updated the Council on project status and introduced Greg Helms with Helms & Associates. Mr. Helms presented proposed drawings for the soccer complex and answered questions relevant to the project design.

3) Discussion and possible action to approve a proposal from SignalTek in an amount not to exceed \$8,300, for repairs to the traffic signal at 141st Street and Fern Ave, and authorizing the expenditure from FY 16-17 Budget Account 1-06-14-6274.

Mr. Lynn Burrow recommended Council approval of the SignalTek proposal to repair traffic signal equipment located at 141st Street and Fern Ave.

MOTION: Councilor Kearns moved, second by Councilor Agee to approve proposal in an amount not to exceed \$8,300 for repairs to the traffic signal at 141st St and Fern Ave, and authorizing expenditure from Budget Account identified.

FOR: Councilor Agee; Councilor Kearns; Mayor Fox

AGAINST: None.

ABSENT: Councilor Lund; Vice Mayor Ceesay

Motion Carried.

M) Adjournment.

- Meeting was adjourned at 7:30 p.m.

Date

Mayor

ATTEST:

City Clerk

MINUTES

CITY COUNCIL MEETING

August 1, 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: Jacqueline Triplett-Lund, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Patricia Agee, Councilor was absent.

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: Father Sam Gordin, Anglican Church; Sydney Bland, Glenpool Chamber of Commerce; Mark Walden, 14020 S. Birch St.; Carolyn Back, and Jim Beach, Wallace Engineering; and Gary Mitchell, Kendig Keast Collaborative

- A) Mayor Fox called the meeting to order at 6:34 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Father Sam Gordin offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Chamber of Commerce Report – Sydney Bland, Executive Director**
 - Ms. Bland highlighted upcoming events and identified the new Chamber members.
 - She thanked the City Manager for taking her on a "drive through" of the city to help her become familiar with Glenpool.
- F) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman alerted the Council and audience that the clean-up effort following the July 14 storms is still underway. Morris Park will be open for Glenpool residents to deposit green waste for the remainder of the week. Staff will reevaluate on Monday to determine how much longer the limb collection point will remain open at Morris Park.
 - Mr. Kolman met with Glenpool Public School officials to discuss the status of the 6th Grade Center which sustained significant damage during the July 14 storm.
 - Mr. Kolman attended the Grand Opening of the Grandview Apartments, reporting that half of the apartments are already leased.
 - He attended the One-Voice Agenda meeting and urged council members to let him know if they would like to become involved in the One-Voice project.
 - Councilor Lund asked if citizens could retrieve firewood from the pile of limbs at Morris Park. Mr. Kolman advised against it stating it could present a liability to the City if residents were injured while attempting to remove limbs from the pile.
- G) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox reminded the Council of Katrina Stevens' Birthday Bash at Black Gold Park, Saturday, 1 - 4 p.m. Katrina has chosen the Glenpool Animal Shelter as the beneficiary of the donations collected at her event.
 - Mayor Fox highlighted a couple of upcoming public events at the Glenpool Conference Center. Summer Jam will be held Thursday through Saturday, August 4-5-6; and the

Greater Tulsa Cultural Festival is slated for the following weekend. This year's headliner is Bryan Nhira, a recent contestant on The Voice.

- Vice-Mayor Ceesay expressed his appreciation to the Mayor for explaining the reason for his absence at the last City Council meeting. It fell on the same day of the opening of his new restaurant in Tulsa.

H) Council Comments

- None.

I) Public Comments

- Mark Walden from 14020 S. Birch St., Glenpool shared his displeasure regarding a recent visit from Animal Control, and non-response from city personnel to his reports concerning storm water drainage.

J) Scheduled Business

1) Discussion and possible action to approve minutes from July 13, 2016 meeting.

Two of the four council members present did not attend the July 13, 2016 meeting and therefore they did not feel it would be appropriate to vote in favor of minutes they could not confirm. Therefore a motion was made to table, allowing Councilor Agee an opportunity to return and vote on the same.

MOTION: Councilor Kearns moved, second by Councilor Lund to table consideration to approve minutes to the next regular meeting.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

2) Discussion and possible action to adopt Resolution No. 16-06-04, A Resolution Stating The City Council's Concurrence With, And Endorsement Of, The Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials Of The City Of Glenpool, As Adopted By Resolution No. 13-05-01, Dated May 13, 2013, (The "Code Of Ethics") And Directing That All Boards And Commissions Of The City Of Glenpool Shall Review And Endorse The Code Of Ethics, Provided That Such Boards And Commission May Offer Recommendations For Update Of The Code Of Ethics Which The City Council Shall Consider, All As Required By Section 20 Thereof, tabled from July 5, 2016 City Council meeting.

Lowell Peterson, City Attorney introduced the Resolution for approval, declaring this will make the fifth year the Code of Ethics has appeared before the City Council. He further cited Section 20 which requires the Code be adopted annually; and recommended approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to adopt Resolution No. 16-06-04 as presented.

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

AGAINST: Mayor Fox

ABSENT: Councilor Agee

Motion carried.

- 3) **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.**

Mr. Kolman reported that the Chamber of Commerce Chairman requested the item be tabled to allow further time for Chamber Board review.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to table action on the Agreement to the next Regular Meeting.

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

AGAINST: None.

ABSENT: Councilor Agee

Motion carried.

- 4) **Discussion and possible action to accept the response submitted by Kendig Keast Collaborative to the City's RFP for qualified consultants to undertake revision of the 2030 Comprehensive Plan, Zoning Code, and Subdivision Regulations.**

Rick Malone introduced Gary Mitchell with Kendig Keast Collaborative. Mr. Mitchell introduced Carolyn Back and Jim Beach with Wallace Engineering. The three would partner on the project if awarded the contract. Mr. Mitchell provided a presentation to demonstrate their qualifications and objectives, as well as show a sampling of completed projects from other cities.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to accept the response submitted by Kendig Keast Collaborative to the City's RFP for qualified consultants to undertake revision of the 2030 Comprehensive Plan, Zoning Code, and Subdivision Regulations.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 5) **Discussion and possible action to adopt budget amendment Resolution No. 16-08-01, 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 allocating an additional \$107,870.00 to the budget of the Community Development Department and thereby funding the 2030 Comprehensive Plan, Zoning Code and Subdivision Regulations revision to be undertaken by Kendig Keast Collaborative.**

Julie Casteen, Finance Director presented Resolution No. 16-08-01 for approval. She explained that the preceding item (4) exceeded the amount budgeted for that purpose by \$107,870.00, thereby requiring a budget amendment. The Resolution identified decreasing \$58,144.00 Council Contingency account, and \$49,726.00 Non-Departmental resulting in a combined balance of \$107,870.00, and increasing Community Development, Contract Services account by the same.

MOTION: Councilor Kearns moved, second by Councilor Lund to adopt Resolution No. 16-08-01 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

6) 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 introduced Change Order #2 from Goins Enterprises. Mr. Burrow explained that the change order represents a \$353 decrease to the contract amount; and extends the contract term by eight days.

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to approve Change Order #2 from Goins Enterprises for construction on the water storage facility project.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

7) Discussion and possible action to approve a Memorandum of Understanding between the Indian Nations Council of Governments and the City of Glenpool pertaining to the maintenance of the 9-1-1 electronic map street layer and the master street and address guide.

Mr. Kolman informed the Council that the MOU is submitted for approval annually. He explained that the MOU provides that INCOG shall agree to maintain our electronic 9-1-1 map and MSAG.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve the MOU as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

8) Discussion and possible action to approve 2016-2017 Oklahoma Municipal League annual renewal and authorize payment of service fees at a cost of \$8,574.74.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to approve 2016-2017 OML annual renewal and authorize payment of invoice, not to exceed \$8,574.74.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

9) Discussion and possible action to authorize Mayor Fox to attend ICSC Texas and pay all related costs, as set forth in Sec. 14, Expenses, The Restated Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to authorize Mayor Fox to attend ICSC Texas and pay all related costs as set forth in Section 14 of the Restated Code of Ethics and Policy Statement.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

K) Adjournment.

- Meeting was adjourned at 8:02 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCILORS
From: Roger Kolman, City Manager
Date: August 1, 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. This agreement was reviewed by the Chamber's Board on July 20, 2016.

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, and the Glenpool Industrial Trust Authority, an Oklahoma trust for the furtherance of public functions, together acting as lessor of the Leased Premises and hereinafter referred to jointly as "Glenpool" and the Glenpool Chamber of Commerce, a not-for-profit corporation, as lessee hereinafter referred to as "Chamber."

I. Glenpool agrees to provide the following:

A. Leased Premises

1. Glenpool will provide space consisting of two dedicated offices and the front desk/reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
2. Glenpool will provide use of a designated conference room for periodic use by the Chamber with reasonable notice to the City and at no cost to the Chamber, provided that such space is available without conflict.
3. Glenpool will provide meeting space for monthly business luncheons hosted by the Chamber with reasonable notice to Glenpool and at no cost to the Chamber, provided that such space is available without conflict.
4. Glenpool will also provide the use of 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 lessees or events at the Conference Center.

B. Glenpool will provide and pay for all electricity, natural gas, and Glenpool-owned or managed utilities for the foregoing Leased Premises.

C. Glenpool will provide Chamber One Thousand 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.

D. Glenpool will provide one person on an as-needed basis to supplement the front desk/reception area support provided by the Chamber, as required under Section II, for up to one day per week during any situation that Glenpool has personnel available. 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. Except in

an emergency situation, requests for support will be submitted to the City Manager at least 72 hours in advance. Under no circumstances shall Glenpool be required to provide such supplemental support for more than an aggregate of 10 days during any fiscal year that this Agreement is in force.

- E. 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. Such restrictions, if any, will be communicated at the time of the contribution.

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 month.
- B. Chamber will provide a Monthly Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of each month for activities ending on the last day of the preceding month. Chamber personnel will be available to present such report to the City Council if called upon to do so no later than three days prior to a regularly scheduled meeting.
- 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, and to the City Council if called upon to do so.
- D. Chamber shall provide front desk/reception area support for the City Hall/Conference Center during regular business days 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 recognized by Glenpool nor on weekends unless advance notice of a special event is communicated to the Chamber Director at least three days in advance and the Director agrees to provide such support without cost. Such a request will not be unreasonably denied.
- E. As provided by Section I.D. Chamber shall notify the City Manager at least 72 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 (e.g., unexpected absences), the Chamber shall immediately notify the City of the need for supplemental personnel.

- F. Chamber shall exercise due care to maintain the Leased Premises defined in Section I (A) and all improvements and/or equipment that belong to Glenpool in good operating condition and return the same to Glenpool in the condition received, less normal wear and tear, provided that Chamber shall not be liable for damages to any of the Leased Premises described in Sections I(A) (2), (3) and (4) attributable to the actions of an unrelated third party lessee or guest.
 - G. Chamber shall be responsible for the costs of setting up for all Chamber events held in the Conference Center and shall promptly return the leased space to its pre-lease condition following each event. Glenpool may provide labor and materials to assist in setting up and tearing down for such events, at the sole discretion of the City Manager or Conference Center Director.
- III. The term of this Agreement shall be one year, to be measured on a City of Glenpool Fiscal Year (July 1 – June 30) basis.
- IV. Although Glenpool may opt to continue in 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 30 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 thirty days written notice to the Glenpool City Manager.
 - B. Glenpool may terminate this Agreement with thirty days written notice to Chamber Director.
- 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 be severable from this Agreement.
- VII. 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 13th day of June 2016.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

THE GLENPOOL INDUSTRIAL AUTHORITY
An Oklahoma Public Trust

By: _____
Timothy Lee Fox, Chair

Attest:

Susan White, Authority Clerk

Approved as to form:

Lowell Peterson, Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____

Name: _____

Title: Chairman of the Board

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney

STAFF REPORT

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
FINAL PLAT OF "GLENPOOL CENTER SOUTH"

DATE: August 15th, 2016

BACKGROUND:

Ricky Jones and Erik Enyart with Tanner Consulting, LLC have submitted a request for a final plat review for GLENPOOL CENTER SOUTH on behalf of Chris Ketchum, developer. The subject tract is acres in size and located north of the northwest corner of 151st Street and Elwood Ave.

ZONING:

This property was approved for rezoning from AG to CG/RS-2 by case # GZ-251 and its companion overlay district PUD#30 has been approved to allow Mini-Storage use by the Glenpool Planning Commission on 12/14/15 and by the City Council on 1/4/16. As you know, all property rezoned is required to be platted before a building permit can be issued.

TAC MEETING: 7/29/16

- According to the Glenpool Subdivision Regulations the Final Plat submitted "GLENPOOL CENTER SOUTH" exceeds the minimum requirements..

PLANNING COMMISSION RECOMMENDATION:

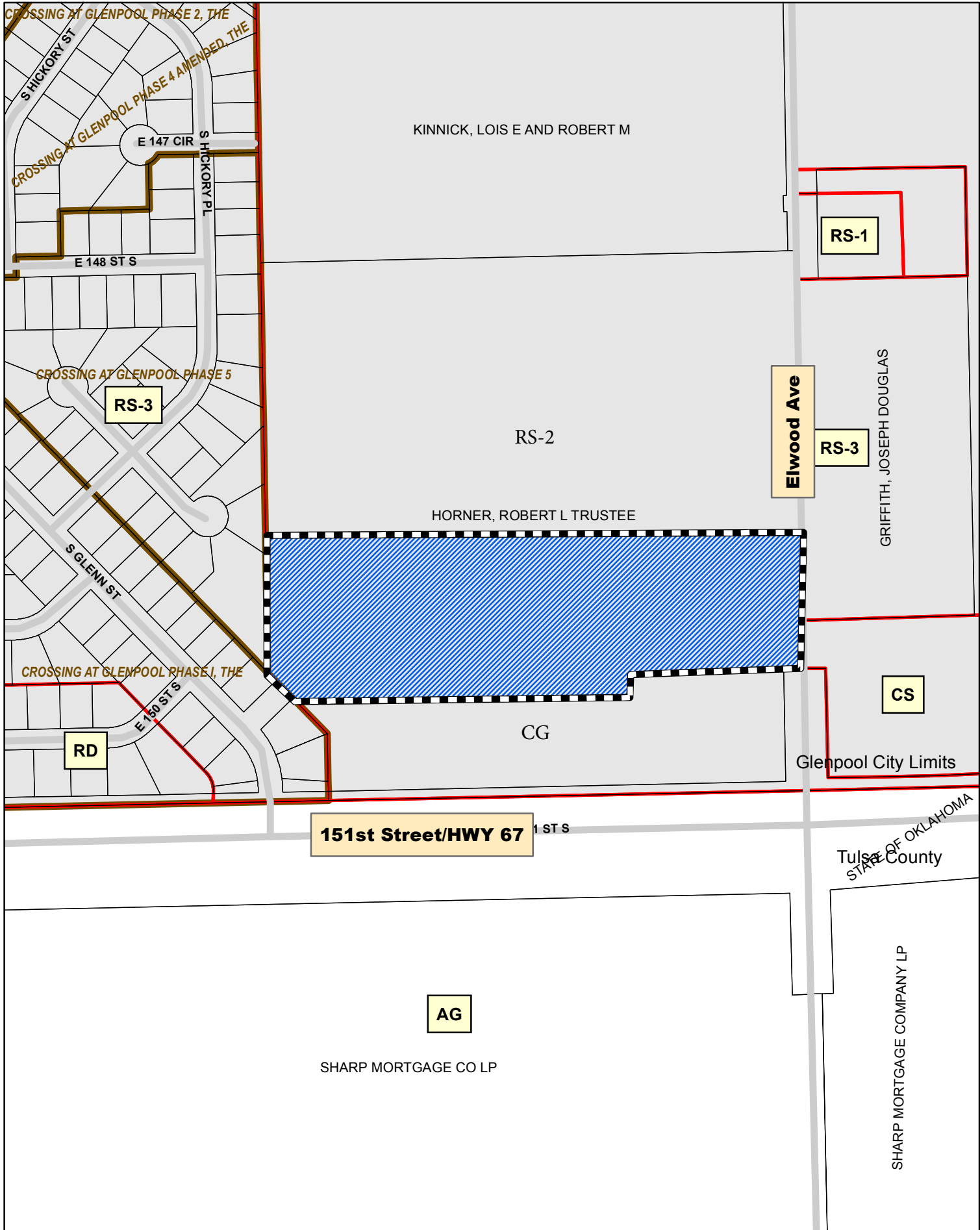
On 8/8/16 the Planning Commission reviewed this application and, after a presentation by the applicant and the staff, voted 5-0 to recommend approval of the FINAL PLAT OF "GLENPOOL CENTER SOUTH" to the Glenpool City Council.

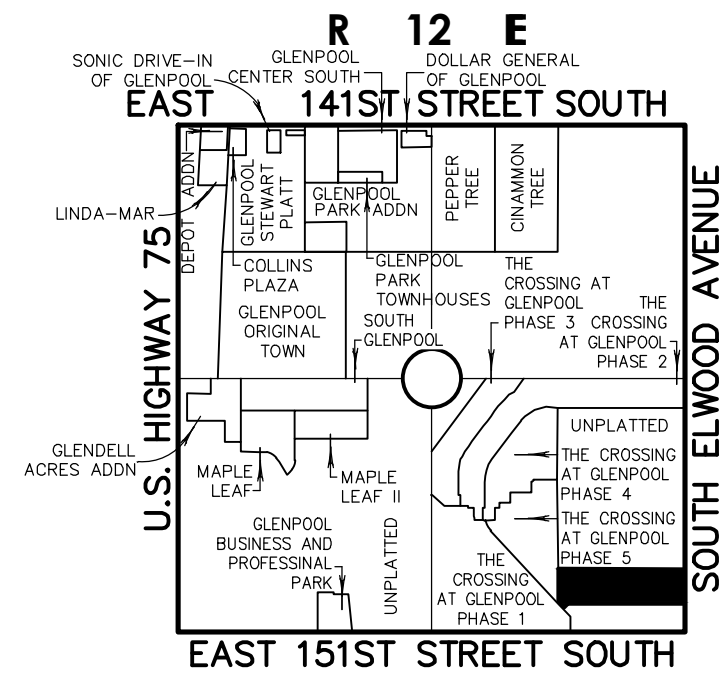
STAFF RECOMMENDATION:

Staff recommends approval of the FINAL PLAT OF "GLENPOOL CENTER SOUTH"

ATTACHMENTS:

1. Case Map
2. Subdivision Plat "GLENPOOL CENTER SOUTH."





Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:
ONE (1) LOT IN ONE (1) BLOCK AND
ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 10.618 ACRES

FINAL PLAT
PUD NO. 30

Glenpool Center South

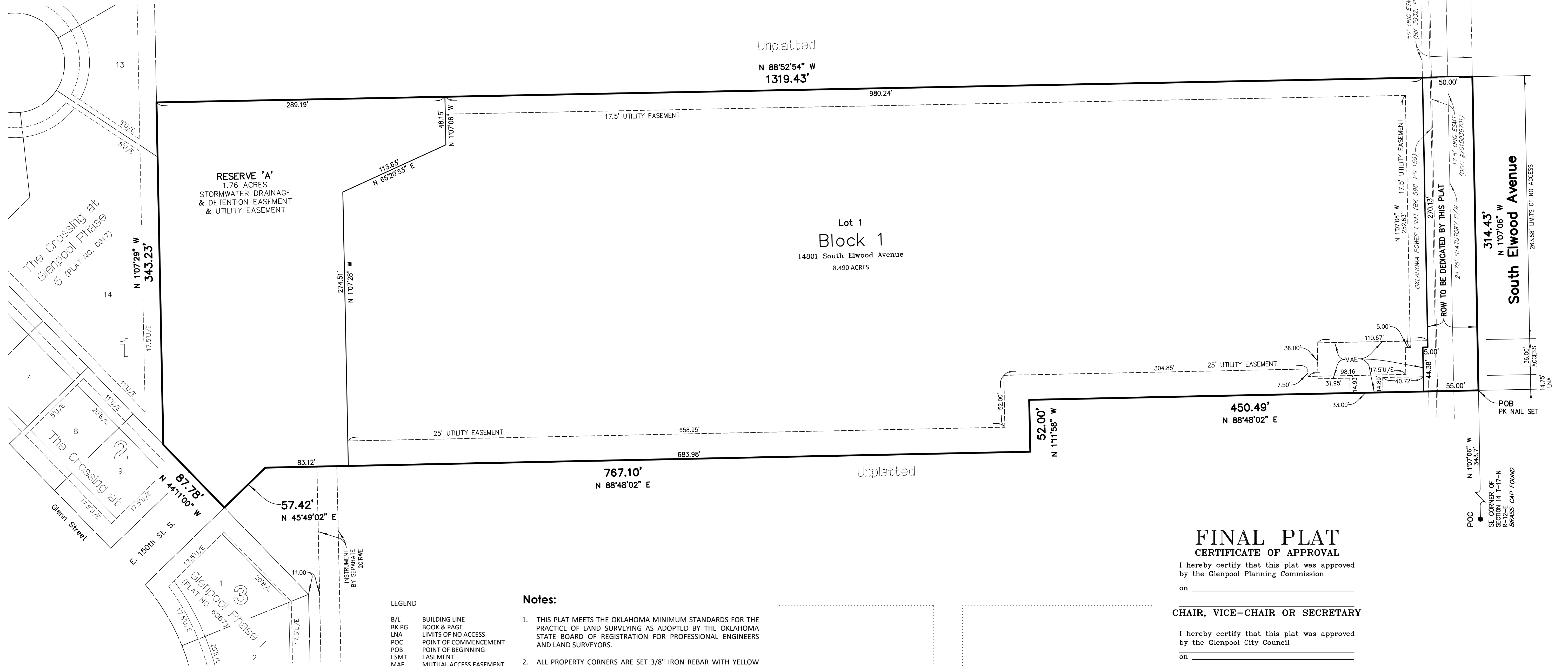
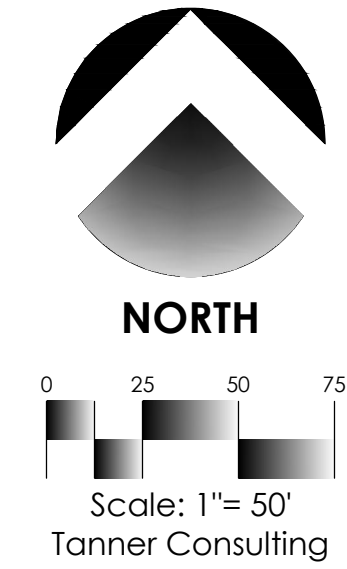
PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:
Tanner Consulting L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
EMAIL: DAN@TANNERBATHSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

OWNER:
CSK, LLC

CHRIS KETCHUM
EMAIL: REDMANLANDLLC@GMAIL.COM
8311 South 67th East Avenue
Tulsa, Oklahoma 74133
Phone: (918)605-1562



FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the Glenpool Planning Commission
on _____

CHAIR, VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved
by the Glenpool City Council
on _____

MAYOR-VICE MAYOR

This approval is void if the above signature
is not endorsed by the City Manager.

CITY MANAGER

This approval shall not be interpreted to
mean streets, sanitary sewers, storm
drainage or other utilities are constructed
as shown on this plat.

LEGEND

B/L BUILDING LINE
BK PG BOOK & PAGE
LNA LIMITS OF NO ACCESS
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
ESMT EASEMENT
MAE MUTUAL ACCESS EASEMENT
R/W RIGHT-OF-WAY
RWE RESTRICTED WATERLINE EASEMENT
LNA LIMITS OF NO ACCESS
U/E UTILITY EASEMENT

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- ACCESS AT THE TIME OF THE PLAT WAS PROVIDED BY SOUTH ELWOOD AVENUE RIGHT-OF-WAY, TO BE DEDICATED BY THIS PLAT.

DATE OF PREPARATION: AUGUST 3, 2016

Glenpool Center South
SHEET 1 OF 3

Glenpool Center South

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
GLENPOOL CENTER SOUTH

KNOW ALL MEN BY THESE PRESENTS:

THAT CSK, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF (SE/4 SE/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 1°07'06" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, FOR A DISTANCE OF 343.70 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°48'02" WEST, DEPARTING SAID EAST LINE, FOR A DISTANCE OF 450.49 FEET; THENCE SOUTH 1°11'58" EAST FOR A DISTANCE OF 52.00 FEET; THENCE SOUTH 88°48'02" WEST FOR A DISTANCE OF 767.10 FEET; THENCE SOUTH 45°49'02" WEST FOR A DISTANCE OF 57.42 FEET TO A POINT AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 3, "THE CROSSING AT GLENPOOL PHASE 1", CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6067); THENCE NORTH 44°10'58" WEST, ALONG THE NORTHEASTERLY LINE OF SAID "THE CROSSING AT GLENPOOL PHASE 1", FOR A DISTANCE OF 87.78 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 1°07'29" WEST, ALONG SAID WEST LINE, FOR A DISTANCE OF 343.23 FEET; THENCE NORTH 88°52'54" EAST, DEPARTING SAID WEST LINE, FOR A DISTANCE OF 1319.43 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 1°07'06" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 314.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 462,525 SQUARE FEET OR 10.618 ACRES.

AND THAT CSK, L.L.C., HERINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT, ONE (1) BLOCK, ONE (1) RESERVE AREA, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "GLENPOOL CENTER SOUTH", AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. PUBLIC STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS. ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE ADDITION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THE OWNER OF THE LOT'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE :

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND BY THESE COVENANTS.

D. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENTS AND STORMWATER DRAINAGE AND DETENTION EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF GLENPOOL, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

3. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, THEIR AGENTS OR CONTRACTORS.

5. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.

6. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND SANITARY SEWER FACILITIES.

7. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR THEIR SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. LOT SURFACE DRAINAGE:

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH ELWOOD AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

(RESTRICTIONS BELOW DO NOT INCLUDE PUD DEVELOPMENT AREAS "A" OR "C" AS THEY ARE NOT INCLUDED IN THIS PLAT)

A. DEVELOPMENT STANDARDS

DEVELOPMENT AREA "B"	
NET AREA (GROSS):	APPROXIMATELY 10.9 ACRES
PERMITTED USES:	USES PERMITTED IN USE UNIT 1 - AREA-WIDE USES BY RIGHT; LIMITED TO STORM WATER DETENTION FACILITY, OPEN SPACE AND LANDSCAPING BUFFERING; USE UNIT 17 - AUTOMOBILE AND ALLIED SERVICES, LIMITED TO MINISTORAGE, INCLUDING LIVING QUARTERS FOR AN ON-SITE MANAGER AND USES CUSTOMARILY ACCESSORY TO THE PRINCIPAL PERMITTED USES.
MAXIMUM BUILDING FLOOR AREA:	80,000 SF
MINIMUM LOT FRONTAGE:	250 FT
MAXIMUM BUILDING HEIGHT:	ONE STORY*
*ARCHITECTURAL ELEMENTS (ELEMENTS EXTENDING ABOVE ROOFLINE) UP TO 10 FT FOR UNOCCUPIED ARCHITECTURAL FEATURES SHALL BE SUBJECT TO DETAIL SITE PLAN APPROVAL.	

OFF-STREET PARKING:

AS PERMITTED BY THE APPLICABLE USE UNIT OF THE GLENPOOL ZONING CODE.

MINIMUM BUILDING SETBACKS:

FROM THE NORTH BOUNDARY	50 FT
FROM THE EAST BOUNDARY	75 FT
FROM THE SOUTH BOUNDARY	30 FT
FROM THE WEST BOUNDARY	100 FT
INTERNAL BOUNDARY	-0- FT

FOR PURPOSES OF CALCULATING THE STREET YARD, THE BUILDING SETBACK ON SOUTH ELWOOD AVENUE SHALL BE CONSIDERED FIFTY FEET (50 FT).

OUTDOOR STORAGE:

OUTSIDE STORAGE, INCLUDING AUTOMOBILES, BOATS OR TRAILERS IS PROHIBITED.

MINIMUM LANDSCAPE AREA:

A MINIMUM OF TEN PERCENT (10%) OF THE TOTAL NET AREA OF EACH LOT SHALL BE IMPROVED AS INTERNAL LANDSCAPE OPEN SPACE IN ACCORDANCE WITH THE PROVISIONS OF THE LANDSCAPE CHAPTER OF THE GLENPOOL ZONING CODE.

SIGNS:

BUSINESS SIGNS:

ONE (1) GROUND SIGN SHALL BE PERMITTED ON EACH LOT WITH FRONTAGE ON SOUTH ELWOOD AVENUE WITH A MAXIMUM OF 100 SF OF DISPLAY SURFACE AREA AND 15 FT IN HEIGHT.

WALL SIGNS:

WALL SIGNS SHALL BE PERMITTED ONLY ON THE EASTERLY WALLS OF BUILDINGS FRONTING ON SOUTH ELWOOD AVENUE NOT TO EXCEED ONE SQUARE FOOT (1 SF) OF DISPLAY SURFACE AREA PER LINEAL FOOT OF BUILDING TO WHICH ATTACHED. THE LENGTH OF THE WALL SIGN SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE FRONTAGE OF THE BUILDING.

LANDSCAPE AND SCREENING BUFFER:

A MINIMUM FIFTY FOOT (50 FT) WIDE LANDSCAPE AND SCREENING BUFFER SHALL BE LOCATED ALONG THE WEST BOUNDARY OF DEVELOPMENT AREA "B" AND A MINIMUM _____ FOOT (___ FT) WIDE LANDSCAPE AND SCREENING BUFFER SHALL BE LOCATED ALONG THE NORTH BOUNDARY OF DEVELOPMENT AREA "B" AS SHOWN ON EXHIBIT "B" OF PUD-30. DETENTION FACILITIES MAY BE LOCATED WITHIN THE LANDSCAPE BUFFERS.

A MINIMUM SIX FOOT (6 FT) WOODEN SCREENING FENCE SHALL BE LOCATED ALONG THE WEST BOUNDARY OF DEVELOPMENT AREA "B".

THE LANDSCAPE FEATURES WITHIN DEVELOPMENT AREA "B" SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LANDSCAPE CHAPTER OF THE GLENPOOL ZONING CODE.

LIGHTING:

WITHIN THE WEST FIFTY FEET (50 FT) OF THE DEVELOPMENT AREA "B", ALL LIGHT STANDARDS SHALL NOT EXCEED FIFTEEN FEET (15) FT IN HEIGHT; WITHIN THE REMAINDER OF DEVELOPMENT AREA "B", LIGHT STANDARDS SHALL NOT EXCEED TWENTY FEET (20 FT) IN HEIGHT.

ALL LIGHT STANDARDS, INCLUDING BUILDING-MOUNTED, SHALL BE HOODED AND DIRECTED DOWNWARD AND AWAY FROM THE WEST AND NORTH BOUNDARIES OF DEVELOPMENT AREA "B". SHIELDING OF OUTDOOR LIGHTING SHALL BE DESIGNED SO AS TO PREVENT THE LIGHT PRODUCING ELEMENT OR REFLECTOR OF THE LIGHT FIXTURE FROM BEING VISIBLE TO A PERSON STANDING AT GROUND LEVEL IN ADJACENT RESIDENTIAL AREAS. CONSIDERATION OF TOPOGRAPHY MUST BE CONSIDERED IN SUCH CALCULATIONS.

Glenpool Center South

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
GLENPOOL CENTER SOUTH (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

TRASH, MECHANICAL AND EQUIPMENT AREAS:

ALL TRASH, MECHANICAL AND EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS OR OTHER EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS), INCLUDING BUILDING-MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT SUCH AREAS CANNOT BE SEEN BY PERSONS STANDING AT GROUND LEVEL.

TRASH DUMPSTERS SHALL BE SCREENED BY MASONRY CONSTRUCTION WITH STEEL FRAME DOORS. THE DOOR SHALL BE COVERED WITH APPROPRIATE COVERING CONTAINING A MINIMUM OF NINETY-FIVE PERCENT (95%) OPACITY TO THE GATE FRAME.

NO OUTSIDE STORAGE:

THERE SHALL BE NO OUTSIDE STORAGE OF RECYCLING MATERIAL, TRASH OR SIMILAR MATERIALS OUTSIDE OF A SCREENED RECEPTACLE, NOR SHALL TRUCKS OR TRAILER TRUCKS BE PARKED UNLESS THEY ARE ACTIVELY BEING LOADED OR UNLOADED. TRUCK TRAILERS AND SHIPPING CONTAINERS SHALL NOT BE USED FOR STORAGE.

SECTION III. RESERVE AREA "A"

A. FOR THE COMMON USE AND BENEFIT OF THE LOT OWNER, AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER HEREIN ESTABLISHES AND GRANTS A PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENT ON, OVER AND ACROSS RESERVE "A" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE ADDITION.

B. RESERVE "A" SHALL BE MAINTAINED BY THE OWNER THEREOF, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA. IN THE EVENT THE OWNER THEREOF FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE "A." IN THE EVENT THE OWNER OF RESERVE "A" FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE ALL OWNERS WITHIN THE ADDITION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

C. STORMWATER DRAINAGE AND DETENTION FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL ENGINEERING DEPARTMENT.

D. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA UNLESS APPROVED BY THE CITY OF GLENPOOL ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREA UNLESS APPROVED BY THE CITY OF GLENPOOL ENGINEERING DEPARTMENT.

E. RESERVE "A" IS HEREBY FURTHER DEDICATED AS A GENERAL UTILITY EASEMENT SUBJECT TO THE PROVISIONS FOR UTILITY EASEMENTS OUTLINED IN SECTION I. HEREINABOVE.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS. THE COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND BY THE CITY OF GLENPOOL, OKLAHOMA. IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN THE ADDITION, THE BENEFICIARIES OF THE COVENANTS, OR THE CITY OF GLENPOOL, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION, COMPEL COMPLIANCE, OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED AND REMAIN SIMILARLY ENFORCEABLE FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN THE ADDITION IT IS AGREED, WITH APPROVAL OF THE CITY OF GLENPOOL, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, SECTION III. RESERVE AREAS, AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 30 BY THE GLENPOOL PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE GLENPOOL PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, CSK, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____ 2016.

CSK, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
[NAME, TITLE]

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF CSK, L.L.C. TO THE FOREGOING INSTRUMENT, AS _____ AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2016.

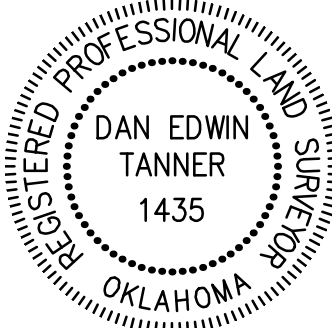
BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2016, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AN YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC



TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: MINOR AMENDMENT TO PUD #30:

Ricky Jones and Erik Enyart with Tanner Consulting, LLC representing CSK, LLC have submitted for review a proposed amendment to 10.9 acres of a 39.2 acre tract that is located north of the NW/corner of 151st street and Elwood Ave. (PUD#30: Development Area "B"). They are requesting to: (1) Reduce the landscape buffer on the north side from 50' to 32' and (2) allow the screening fence to be increased in height from 6' to 8' on the north side abutting the RS district and on the west side abutting The Crossing at Glenpool, Phase I subdivision.

DATE: August 15th, 2016

BACKGROUND:

Mr. Lou Reynolds submitted PUD # 30 to include a 39.2 acre tract located at the northwest corner of 151st Street (Hwy 67) and S. Elwood Ave. This request included 19.2 acres of CG zoning to be divided into 8.3 acres for retail/commercial (Development Area "A") and 10.9 acres for a mini-storage facility (Development Area "B"), plus 20 acres of RS-2 zoning to allow a single family residential subdivision. This tract was proposed to be divided into commercial storefronts adjacent to 151st Street, mini-storage to be used as a buffer between commercial and the residential subdivision on the north. This application was approved by the Planning Commission on 12/14/15 and by the City Council on 1/4/16.

The requested amendment pertains only to the 10.9 acre mini-storage parcel (Development Area "B"). See Exhibit "B," conceptual site plan attached.

(1) REDUCE THE LANDSCAPE BUFFER ON THE NORTH SIDE FROM 50' TO 32'

PUD 30 TEXT FOR DEVELOPMENT AREA "B" LANDSCAPE AND SCREENING BUFFER:

A minimum fifty foot (50 FT) wide landscape and screening buffer shall be located along the west boundary of Development Area "B" and a minimum fifty foot (50 FT) wide landscape and screening buffer shall be located along the north boundary of Development Area "B" as shown on Exhibit "B" attached hereto. Detention facilities may be located within the landscape buffers.

ZONING CODE EXCERPT:

11-14-4: REQUIREMENTS:

3. Within a lot used for office, commercial, industrial or multi-family residential purposes, off street parking shall be separated from an abutting residential district or residential development area (as in a PUD) by a landscaped area of not less than ten feet (10') in width.

STAFF: .PUD #30 text for Development Area "B" requires a 50 foot landscape buffer. However, the zoning code requires only a minimum 10 foot landscape buffer. In either case, the proposed landscape buffer exceeds code requirements. Staff sees no reason not to allow the reduction from 50' to 32'.

(2) TO ALLOW THE SCREENING FENCE TO BE INCREASED IN HEIGHT FROM 6' TO 8' ON THE NORTH SIDE ABUTTING THE RS DISTRICT AND ON THE WEST SIDE ABUTTING THE CROSSING AT GLENPOOL, PHASE I SUBDIVISION.

ZONING CODE EXCERPT:

11-4-8: SCREENING:

- A. Required; Purpose: For the purpose of maintaining a compatible relationship between certain land uses, a screening requirement is hereby established for the initiation and continuance of particular uses in such instances as may be hereinafter designated.
- B. Specifications: When the provisions of this title require the construction of a screening wall or fence as a condition for the initiation and subsequent continuance of a use, the screening wall or fence:
 - 2. Shall not be more than six feet (6') in height;

STAFF: *After review, and in consideration of enhancing the screening of commercial from residential uses, the staff sees no reason not to allow the 8 foot height for the screening fence.*

PLANNING COMMISSION RECOMMENDATION:

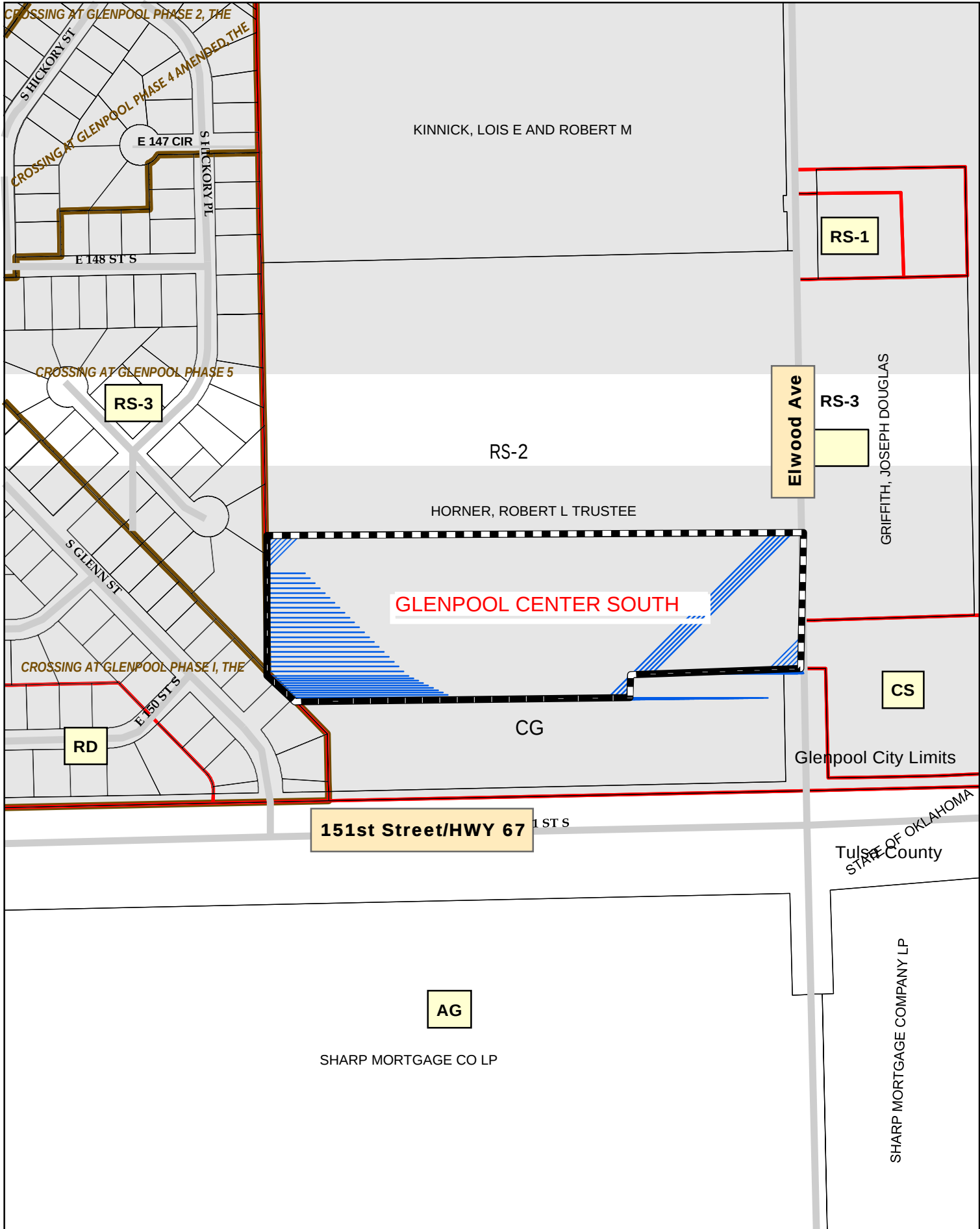
On 8/8/16 the Planning Commission reviewed this application and, after a presentation by the applicant and the staff, voted 5-0 to recommend approval of the minor amendment of PUD #30 to the Glenpool City Council.

Staff Recommendation:

The staff recommends approval of the minor amendment of PUD #30 because the request is consistent with the spirit and intent of the original PUD and is in conformance of current development patterns.

Attachments:

- 1. Case Map
- 2. Development Area Map



GLENPOOL CENTER SOUTH

EXHIBIT B

CONCEPTUAL SITE & CIRCULATION PLAN

SITE LAYOUT IS SUBJECT TO CHANGE - SHOWN AS EXISTED ON 10/27/2015



B

GLENPOOL CENTER SOUTH

**West 151st Street (Highway 67) and South Elwood Avenue
Glenpool, Oklahoma
PUD 30**

Minor Amendment # 1

Revised August 04, 2016

June 2016

Minor Amendment # 1

Minor Amendment # 1

Memo

To: Honorable Mayor and Council
From: Paul Newton, Fire Chief
CC: File
Date: 08/02/16
Re: Radio Frequency Acquisition

Background:

Many years ago the City of Glenpool entered into an agreement with our neighboring cities that allowed us to participate in regional communications system. The existing system technology is at end of life and many of our partners have already, or are in the process of migrating to a newer communications technology. (See Staff Report dated 02/09/16)

Part of this migration plan allows for the City of Jenks to abandon the current frequencies owned by them and shared with Glenpool. These frequencies have value for our local communications network and should be acquired by the City to avoid the process of securing new frequencies through the Federal Communications Commission (FCC).

These five frequencies are already licensed to the physical location of the existing water tower site in Glenpool and acquisition by the City appears to be the most favorable option.

Staff Recommendation:

1. Purchase from the City of Jenks, its current FCC call sign and five 800 MHz communications transmission frequencies.
2. Authorize the City of Glenpool, Fire Chief, to apply to the FCC for approval of such transfer and assignment.

Attachments:

Staff Report 02/09/16

Transfer and Assignment of Public Safety Communications Frequencies

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 02/09/16
Re: Communication Infrastructure

Background:

Approximately eight years ago, the City of Glenpool was notified that our current communications system (EDACS) was approaching its “end of life”. The following information is presented in an effort to stay abreast with current technology, implement Federal Communications Commission guidelines and improve our overall infrastructure.

EDACS is approaching its end of life due to the fact that the technology is thirty years old. Components are becoming more difficult to acquire and the parent company has invested in better technology that meets current FCC recommendations for Project 25 (P25) compliance.

P25 or APCO 25 - Project 25 (P25) or APCO-25 refer to a suite of standards for digital radio communications for use by federal, state/province and local public safety agencies in North America to enable them to communicate with other agencies and mutual aid response teams in emergencies.

Networks based on P25 are designed to provide several benefits to end users:

- Compliance with federal P25 recommendations
- Next-generation technology platform with a life of at least 1.5 to 2 decades
- Ability to use radios from multiple manufacturers of P25-compliant mobiles and portables
- Ability to purchase radios to use on the network from multiple vendors of P25 compliant radios

The EDACS system is managed by the City of Broken Arrow and has been available to the cities of Glenpool, Jenks and Bixby for many years. Due to EDACS end-of-life, Broken Arrow and Bixby have migrated to P25 and Jenks is currently in the process of upgrading as well.

Once all other cities complete their upgrade, Glenpool will be the only user of the EDACS technology in the immediate area. As our mutual aid partners become less dependent on the system, the costs associated with maintenance and repair will fall solely to the city of Glenpool. As the system end-of-life approaches, component availability may become scarce and costs associated with maintaining the aging system will undoubtedly rise.

In an effort to address the problems associated with allocating resources to infrastructure approaching its end-of-life, staff has investigated the following options:

- Continue to operate the EDACS network with the understanding that all costs associated with maintenance and repair are Glenpool's responsibility. Adjust respective budgets to include significant increases in those areas used for communications equipment.

Estimated cost:

Replace PD radios	\$40,000.00
Additional costs unknown	\$.00

This option will delay the inevitable need to invest in technology that will serve the City's current and future requirements. It will be costly moving forward as there will be no other partners sharing the financial burden.

- Establish an agreement with the City of Jenks, utilizing their new communications site and upgrading all existing end user radios throughout Glenpool.

Estimated cost:

Radios / Dispatch terminals	\$600,000.00
Site fees to Jenks @ \$565.84 per radio/ per year (Includes approximately 100 units)	\$56,584.00/yr.

Option two still requires a significant investment in equipment and has recurring operational costs that are beyond our control.

- Establish new Glenpool radio site and frequencies. Replace all existing end user radios and dispatch terminals.

Estimated cost: \$1,250,000.00

Site components, antennae, dispatch consoles, programming	70%
End user products, vehicle radios, handheld portables.	30%

As we move forward, it would appear that the third option best fits our immediate and foreseeable needs. This allows a dedicated site that will handle all radio dispatches and calls for service well into the future. Additionally, it provides a level of redundancy that makes Glenpool an equal partner within a larger communications network.

Staff anticipates a project of this magnitude will require 9-12 months for completion. Additionally, we will have to accomplish these tasks while not interfering with the daily operations of the City.

Staff Recommendation:

Phase I – System inventory and implementation planning.

Phase II – Purchase and installation of dispatch components.

Phase III – Purchase and issue handheld radios.

Phase IV - Purchase and install mobile radios and accessories.

Phases are dependent on available funding. For instance, Phase II and III may be accomplished simultaneously.

TRANSFER AND ASSIGNMENT OF PUBLIC SAFETY COMMUNICATIONS FREQUENCIES

WHEREAS, the City of Jenks, Oklahoma, and the City of Glenpool, Oklahoma, had shared use of a public safety communications system located on the Glenpool water tank tower located at 1900 East 141st Street in Glenpool; and,

WHEREAS, the City of Jenks has upgraded its public safety communications system and is now using antenna space on the CityPlex Tower located in Tulsa, Oklahoma; and,

WHEREAS, upon the completion of the City of Jenks transition of its public safety communication system to the CityPlex Tower, the City of Jenks has donated to the City of Glenpool the following City of Jenks owned assets, to-wit:

- a) Military surplus building
- b) 5 channel Harris EDACS radio equipment
- c) Temporary use of 5 each 800 MHz. frequencies
- d) Helix and 800 MHx. Antennas on water tank tower
- e) Commercial air conditioning unit
- f) One-half of micro wave link equipment to Broken Arrow

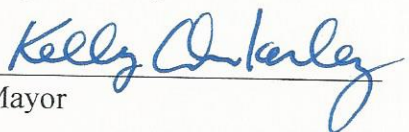
WHEREAS, in consideration of the sum of \$2,500.00 payable to Jenks by the City of Glenpool, the City of Jenks does hereby agree to the transfer and assignment of its existing FCC call sign WQAV657 and the following five (5) frequencies to the City of Glenpool, Oklahoma, to-wit:

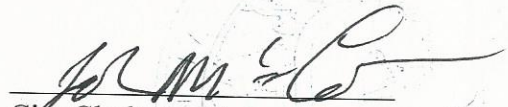
- 1. 851.1875
- 2. 851.7250
- 3. 852.2625
- 4. 853.0750
- 5. 853.8500

That the City of Glenpool is to promptly make application to the FCC for the call sign and frequencies transfer and shall complete the same within 120 days of approval of this transfer and assignment by the City of Jenks. Failure to complete the transfer within such time and providing a copy of the FCC transfer documentation to the City of Jenks, unless such time is extended in writing by the City of Jenks, will cause the transfer and assignment to be void.

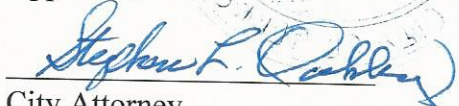
Approved this 18th day of July, 2016.

City of Jenks, Oklahoma


Mayor


City Clerk (seal)

Approved:


City Attorney

Approved this ____ day of _____, 2016.

City of Glenpool, Oklahoma

Mayor

City Clerk (seal)

Approved:

City Attorney



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: August 15, 2016
Subject: General Fund Supplemental Appropriations – Fire and Police Departments

Background:

In light of recent acts of violence against public safety officers across the nation, the Glenpool Police Department has identified a need to enhance the personal protection equipment issued to our police officers.

The \$6,413 cost to purchase this protective equipment was not budgeted in FY17; however, the Department has funding available in the Federal Forfeitures account to cover the purchase. The monies in the Forfeitures account are restricted by federal law for use only to fund certain approved police expenditures, including equipment.

In addition, the City has been gifted with donations from various organizations totaling \$1,500. A donation of \$500 was received from King of Kings Lutheran Church in acknowledgement of the assistance given to a church member by the Fire Department during the recent storm event. The donation will allow the Fire Department to purchase equipment that will assist in responding to future emergency situations.

The Police Department has been notified of the results of a recent fundraising event that raised approximately \$1,000. The donation will be used to provide additional training to police officers.

Staff Recommendation

Staff recommends the following Council action:

Approval of Supplemental Appropriations in the General Fund totaling \$7,913 as outlined in the attached resolution.

Attachments

Authorizing Resolution No. 16-08-02

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.

WHEREAS, Oklahoma Statutes, Title 11, Sections 17-201, *et seq.*, (the “Municipal Budget Act”) require any incorporated city which, by resolution of the governing body, has opted to come under and comply with the provisions and requirements of the Municipal Budget Act to prepare and approve an annual budget for the purposes set forth therein; and

WHEREAS, The Glenpool City Council duly adopted by resolution, following notice and public hearing thereon, the Annual Budget for FY 2016-2017 at a special session on June 14, 2016; and

WHEREAS, The need to provide the City’s police officers additional personal protection equipment at a cost of \$6,413 has been identified but was not budgeted; and

WHEREAS, Funding is available in the Police Federal Forfeitures restricted fund balance to cover the cost of the needed equipment; and

WHEREAS, The City has received notice of a donation in the amount of approximately \$1,000, which has been identified as needed for officer training; and

WHEREAS, The City has received a donation of \$500 from the King of Kings Lutheran Church, which has been identified as needed for emergency response equipment; and

WHEREAS, The Municipal Budget Act expressly authorizes the governing body to amend the budget by authorizing transfers and supplemental appropriations as the governing body deems necessary and appropriate; and

WHEREAS, The Glenpool City Council deems it necessary and appropriate to amend the budget as provided, and for the purposes stated, herein.

BE IT THEREFORE RESOLVED by the City Council of the City of Glenpool **THAT:**

The Annual Budget for fiscal year 2016-2017, as approved on June 14, 2016, be and hereby is amended as follows:

	SOURCE		USE
General Fund			
Non-Departmental:			
Transfer from Fund Balance, account 01-5-00-5409	\$6,413		
Police Department:			
Police Equipment, account 01-6-03-6357			\$6,413
General Revenues:			
Donations	\$1,500		
Police Department:			
Travel & Training, account 01-6-03-6262			\$1,000
Fire Department:			
Small Tools & Minor Equipment, account 01-6-06-6206			\$500

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of August 2016.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF GLENPOOL, OKLAHOMA, TITLE 3, "BUSINESS AND LICENSE REGULATIONS," CHAPTER 5, "PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS," BY AMENDING THE TITLE OF CHAPTER 5 TO "RESIDENTIAL DOOR-TO-DOOR SOLICITORS AND ITINERANT MERCHANTS," REPEALING SECTIONS 3-5-1, "LICENSE FEES," 3-5-2, "REQUIRED IDENTIFICATION INFORMATION," AND 3.5.3, "PROHIBITED HOURS," AND ADOPTING SECTIONS 3-5-1 THROUGH 3-5-____ AS SET FORTH HEREIN IN ORDER TO CLARIFY TERMINOLOGY, TO FURTHER REGULATE SOLICITORS WHO CONDUCT RESIDENTIAL DOOR-TO-DOOR SALES, TO DISTINGUISH RESIDENTIAL DOOR-TO-DOOR SOLICITATION FROM THE BUSINESS OF ITINERANT MERCHANTS, TO REQUIRE ISSUANCE OF SOLICITORS' AND ITINERANT MERCHANTS' LICENSES, TO ESTABLISH A "NO KNOCK LIST," TO ESTABLISH THE PENALTY UPON CONVICTION OF VIOLATIONS OF THIS CHAPTER; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; ~~AND DECLARING AN EMERGENCY~~ [LP1]

WHEREAS, the City of Glenpool has both a public safety and a fiscal policy interest in identifying and tracking the activity of door-to-door solicitors and itinerant merchants operating within the city limits of the City of Glenpool; and

WHEREAS, the City of Glenpool desires to allow the businesses of door-to-door solicitation and itinerant merchandising within said city limits, but subject to reasonable regulations designed to protect those interests.

THEREFORE, BE IT ORDAINED by the City Council for the City of Glenpool, Oklahoma THAT:

Section 1. The title of Glenpool City Code, Title 3, Chapter 5, shall be and hereby is changed from "Peddlers, Solicitors and Itinerant Merchants" to "Door-to-Door Solicitors and Itinerant Merchants."

Section 2. Sections 3-5-1, "License Fees," 3-5-2, "Required Identification Information," and 3.5.3, "Prohibited Hours," shall be and hereby are repealed.

Section 3. Sections 3-5-1 through 3-5-6 shall be and hereby are adopted as follows:

3-5-1: DEFINITIONS:

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ITINERANT MERCHANT and ITINERANT MERCHANDISING: Any individual person, sole proprietor, firm, partnership, company, corporation or other legally recognized business entity, as well as the agents, officers and employees of any of the foregoing, who engage in the temporary or transient business of selling, offering for sale or taking orders for any goods, services or merchandise, exhibiting the same for sale or exhibiting the same for the purpose of taking orders for sale, which may or may not have a fixed or mobile facility from which the temporary or transient business is conducted and which may or may not hire, retain or otherwise contract with salespersons who engage in residential door-to-door solicitations. No itinerant merchant or itinerant merchandising business will be licensed, permitted or otherwise allowed to conduct its operations in the city for more than six months without renewal of the license provided for by this chapter.

TEMPORARY BUSINESS: Any business operated, transacted or conducted within the city by any individual person, sole proprietor, firm, partnership, company, corporation or other legally recognized business entity, or by the agents, officers or employees of any of the foregoing, for which arrangements have not been made nor contracts entered for the possession, rental or lease, for at least six months, of the premises or facility in, from or upon which such business is operated, transacted or conducted. A temporary business may or may not conduct residential door-to-door solicitations and is licensed under the provisions of this chapter in either case.

TRANSIENT BUSINESS: Any business operated, transacted or conducted within the city by any individual person, sole proprietor, firm, partnership, company, corporation or other legally recognized business entity, or by the agents, officers or employees of any of the foregoing, the principal residence or place of business of which is located away from the city or which has a fixed place of business in a location other than the city, and which moves items or stocks of goods, merchandise or samples into the city for the purpose of selling them, offering them for sale or taking orders for sale, then removing such items or stocks of goods, merchandise or samples, or any unsold portion thereof, away from the city before the expiration of six months. A transient business may or may not conduct residential door-to-door solicitations and is licensed under the provisions of this chapter in either case.

PERMANENT BUSINESS: Any business operated, transacted or conducted within the city by any individual person, sole proprietor, firm, partnership, company, corporation or other legally recognized business entity, or by the agents, officers or employees of any of the foregoing, for more than six months and which is operated upon real property or within an improvement to real property, including without limitation a dwelling, office, showroom, outdoor lot or retail store, where such improvement is being furnished with customary utilities to include water, sewer, electricity, cable electronics and gas, if applicable, and which real property or improvement

thereon is in lawful possession, by ownership or by rental or lease agreement with a term of not less than six months. A permanent business may or may not conduct residential door-to-door solicitations and is licensed under the provisions of chapter 1 of this title in either case, provided that any permanent business that engages in or conducts residential door-to-door solicitation in its course of business shall be separately licensed for that purpose under the provisions of this chapter.

RESIDENTIAL DOOR-TO-DOOR SOLICITOR or SOLICITATION: Any individual person or persons hired or otherwise engaged either independently or by any temporary, transient or permanent business, as those terms are defined in this chapter, for the purpose of directly contacting residences within the city, in their representative capacity as a salesperson(s), for the purpose of selling, offering for sale or taking orders for any goods, services or merchandise. A license for residential door-to-door solicitation may be issued to an individual person acting independently or to a temporary, transient or permanent business that utilizes residential door-to-door solicitation in its course of business.

3-5-2: LICENSES REQUIRED:

A. Itinerant Merchant License:

It shall be unlawful and an offense punishable under this title for any itinerant merchant, as defined in this chapter, to conduct or operate the business of itinerant merchandising, as defined in this chapter, within the city without first obtaining a license as required in this section. The city clerk shall issue to any itinerant merchant a license authorizing such itinerant merchant to conduct or operate the business of itinerant merchandising within the city when the itinerant merchant has fully complied with all provisions of this chapter and has paid the license fee provided herein, which fee shall be compensation to the city for the services required of it and to enable the city to partially defray the expenses of enforcing the provisions of this chapter. The itinerant merchant license shall permit any temporary or transient business to conduct or operate its business within the city for no more than a six-month period without renewal. If an itinerant merchant utilizes residential door-to-door solicitation in its course of business, it shall also obtain a residential door-to-door solicitation license, as provided in subsection (C) of this section.

B. Permanent Business License:

The issuance of a license to establish and operate a permanent business, as defined in this chapter, is required and provided for by chapter 1 of this title, provided that any permanent business that utilizes residential door-to-door solicitation in its course of business shall also obtain a residential door-to-door solicitation license, as provided in subsection (C) of this section.

C. Residential Door-to-Door Solicitation License:

It shall be unlawful and an offense punishable under this title for any itinerant merchant, temporary business, transient business or permanent business, as those terms are defined in

this chapter, to conduct or operate residential door-to-door solicitation, as defined in this chapter, within the city without first obtaining a residential door-to-door solicitation license as required in this section. Residential door-to-door solicitation shall require a special and discreet license supplemental to either of an itinerant merchant license or a permanent business license, as provided in subsections (A) and (B) of this section. Such residential door-to-door solicitation license shall be effective for a period of no more than six months, at which time it shall expire. The issuance of a residential door-to-door solicitation license shall be limited to no more than two consecutive six month periods. After the issuance of two consecutive six-month licenses, a temporary, transient or permanent business conducting residential door-to-door solicitation must refrain from such further residential door-to-door solicitation for a period of six months before applying for another license, provided that the limitation to two consecutive six-month periods of a permanent business that conducts or operates residential door-to-door solicitation in its course of business may be waived in the sole discretion of the city manager or her or his designee.

- C. Itinerant merchants, temporary businesses, transient businesses or permanent businesses that conduct residential door-to-door solicitation shall be governed by the following prohibitions:
1. It shall be unlawful and an offense for any person to engage in residential door-to-door solicitation at any residence or dwelling that is listed on the city clerk's "No-Knock List," or upon which is plainly displayed to public view the words "No Soliciting," "No Solicitation," "No Trespassing," "Keep Out" or words of similar import, indicating such persons are not wanted on the premises. This prohibition shall not apply to any residential door-to-door solicitor who is present by either invitation or consent of an occupant of the residence or dwelling.
 2. It shall be unlawful and an offense for any person to engage in residential door-to-door solicitation at any residence or dwelling where the premises is within a neighborhood regulated by a homeowners' association that has plainly displayed to public view a sign at any or all entrances to the neighborhood stating that residential door-to-door solicitation in the neighborhood is prohibited or otherwise indicating that residents of the neighborhood are not to be disturbed by residential door-to-door solicitors.
 3. It shall be unlawful and an offense for any person to engage in residential door-to-door solicitations except between the hours of 8:00 a.m. and 7:00 p.m. This limitation shall not apply to any residential door-to-door solicitor who is present by invitation or appointment of an occupant of the residence or dwelling.
 4. It shall be unlawful and an offense for any person engaged in residential door-to-door solicitation to remain on the premises of a private residence or dwelling after the owner or occupant has requested such person to leave.
 5. It shall be unlawful and an offense for any person engaged in residential door-to-door solicitation to fail to display prominently, on the front of their person, a residential door-to-door solicitation license identification card issued to them by the city clerk in conjunction with issuance of such license.

6. Every person engaged in residential door-to-door solicitations shall have in their immediate possession a true and correct copy of their residential door-to-door solicitation license and a true and correct photo identification card. It shall be unlawful and an offense for any person engaged in residential door-to-door solicitations to fail to exhibit, upon demand of any occupant of a residence or dwelling or any law enforcement officer, their residential door-to-door solicitation license and/or their photo identification card.
- D. The city clerk shall prepare and maintain a list of all residences or dwellings within the city whose occupants have registered with the city their desire to prevent residential door-to-door solicitations at their address. This list shall be known as the "No-Knock List." Residents of the city who desire to have their addresses placed on the No-Knock List may do so by contacting the city clerk's office^[LP2]. Once a residence is enrolled on the No-Knock List, that address shall be listed for no more than two (2) years, after which a resident may re-enroll that address for a successive two (2) years. Residential door-to-door solicitors must obtain a copy of the No-Knock List from the city clerk's office at the time they obtain a license and are expressly prohibited from soliciting at any address listed on the No-Knock List. They will further be required to contact the clerk for an updated list each seven days. This provision shall not apply to non-profit organizations, groups and associations.^[LP3]

3-5-3: APPLICATION FOR LICENSE:

Any residential door-to-door solicitor shall make application to the city clerk at least ten (10) days prior to the date of contemplated residential door-to-door solicitation to be undertaken within the city, which application shall be in the form of an affidavit, stating the full name and address of the residential door-to-door solicitor, the location of their principal office and place of business, the names and addresses of their officers if it is a corporation, and the partnership name and the names and addresses of all partners if it is a partnership. The application must be accompanied by:

- A. A statement showing the kind and character of goods, services or merchandise to be sold, offered for sale or exhibited.
- B. Evidence that any business organization of which the residential door-to-door solicitor is affiliated is lawfully recognized to do business in the State of Oklahoma and is in good standing.
- C. A current and valid sales tax number from the Oklahoma Tax Commission, together with an account for the payment of all applicable sales taxes and use taxes due as the result of sales activities within the city.
- D. A bond in the sum of five hundred dollars (\$500.00), executed by the residential door-to-door solicitor as principal, with a company authorized to do business in the State of Oklahoma as a surety, which bond shall be payable to the city for the use and benefit of any person entitled thereto and conditioned that the principal and surety shall pay all damages to any person or property caused by or arising from any wrongful or illegal conduct of the residential door-to-

door solicitor while conducting the sale or exhibit in the city. The bond shall remain in full force and effect for the entire duration of the license and for two (2) years thereafter.

3-5-4: EXEMPTIONS:

This chapter is not and shall not be applicable to the following:

- A. Ordinary commercial travelers who sell or exhibit for sale goods or merchandise to parties engaged in the buying and selling and dealing in such goods or merchandise. This exemption shall apply to manufacturers, representatives and persons similarly situated.
- B. Merchants of farm produce, poultry, stock or agricultural products in their natural state.
- C. Sales of goods or merchandise donated by the owners, the proceeds of which are to be applied to any charitable or philanthropic purpose.
- D. Merchants showing and selling their wares within a city park on days designated by the city council or the city manager for that purpose, provided that such merchant has executed a park user agreement as required by title 8, chapter 2 of the code of ordinances of the city of Glenpool.
- E. Merchants who are catering to an entity, individuals or group who have obtained a park user agreement for a city park for a limited period of time not exceeding three (3) days.

3-5-5: FEE FOR LICENSE:

The fee for a residential door-to-door solicitation license, shall be in such amount as established by the city council and shall be posted by the city clerk.

3-5-6: PENALTY:

Any person violating the provisions of this chapter shall, upon conviction, be punished by a fine not exceeding five hundred dollars (\$500.00), excluding costs, fees and assessments. Each day a violation continues shall be a separate offense. Additionally, no subsequent license issued pursuant to section 3-5-3 shall be issued to any itinerant merchant, temporary business, transient business or permanent business for a period of one year following the date of the last violation and no such license shall be issued to any itinerant merchant, temporary business, transient business or permanent business who has fines or fees owing to the city.

Section 3. **PREEXISTING RIGHTS OF ACTION PRESERVED.** The amendment or repeal of any ordinances by the enactment of this ordinance shall not impair, modify, alter, or affect any rights, right of action or cause of action, whether now pending in any court or not, which are now existing or which may arise or come into existence, before the date when this ordinance is effective.

Section 4. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 5. REPEAL OF CONFLICTING ORDINANCES. All ordinances and resolutions or parts of ordinances and resolutions in conflict with this Ordinance shall be and the same are expressly repealed.

Section 6. OPERATIVE CLAUSE. Following passage of this Ordinance by the City Council, with separate approval of its Emergency Clause, this Ordinance shall be operative on and after its adoption as signified below.^[LP4]

Section 7. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health and safety and more particularly to protect residents in the City of Glenpool from being unduly disturbed by residential door-to-door solicitation, by reason which this ordinance shall take effect immediately on and after its passage and approval.^[LP5]

APPROVED by the Glenpool City Council on this ____ day of _____ 2016.

[SIGNATURES]

No-Knock-List

In an effort to minimize unwanted solicitation, the Solicitors Ordinance was recently amended to include a No Knock List option available to all residents living within the city limits of Bixby. Being added to this list prohibits solicitors from visiting your home. The exception to this rule, however, is non-profit organizations such as schools, churches and youth groups. For questions, call the City Clerk's office at 918-366-4430.

Upon registration, your address will be added to the No Knock List. The City requires solicitors purchase a Solicitor's License. The applicant will received a copy of the No Knock List for each sales person, and are required to carry the license, as well as identification. If you have concerns about a vendor, contact the City Clerk's office or the Bixby Police Department at their non-emergency number, 918-366-8294.

First Name *

Last Name *

City *

State *

Zip Code *

Subdivision

Email Address *

Phone Number *

Effective Date

By submitting this form,
you are indicating you wish to
have your address added to the
Bixby No Knock List of addresses
that door-to-door vendors may
not visit. Please note that this
enrollment is effective for 2
years. After that period, you
must renew your enrollment. *

☐

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, August 15, 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) 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.
(Lynn Burrow, Community Development Director)
- D) Adjournment

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

Signed: _____
Clerk



MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL

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

**RE: REVIEW AND APPROVAL - INVOICE FOR FY 2016/2017 M.E.T.
SERVICES ASSESSMENT**

DATE: AUGUST 10, 2016

BACKGROUND

This item is for City Council consideration and action regarding the review and approval of an invoice received from The Metropolitan Environmental Trust Authority for the first one half of the annual assessment for services provided to the City of Glenpool. As noted in the attached documentation, the total annual assessment for FY 2016/2017 is in the amount of \$20,118.75. The Authority invoices the various member communities semi-annually as evidenced by the attached invoice dated July 13, 2016 in the amount of \$10,059.38. It should be noted that the annual assessment amount for each participating community is generally calculated based on population. For Council reference, I have attached a copy of the original Trust Indenture and have highlighted Article III therein. Note that this Article enumerates the original purpose of the Trust - generally associated with the provision of facilities, equipment, and manpower to operate at least one recyclables collection depot in each member community. The assessment also covers each member's share of the costs to sponsor and hold at least two household pollutant collection events – usually held at the Tulsa County fairgrounds. The approved City of Glenpool FY 2016/2017 Operating Budget contains an anticipated amount of \$20,119 for this expenditure listed under Budget Item No. 02-6-19-6281.

Recommendation:

Staff recommends approval of the annual M.E.T. Services Assessment in the total amount of \$20,118.75 and to authorize the City Manager to approve and authorize payment of semi-annual invoices for said services to be paid from Budget Item No. 02-6-19-6281

Attachments:

- A. M.E.T. FY 2016/2017 Services Assessment & Invoice
- B. M.E.T. Trust Indenture - 2005



INVOICE

Date: July 13, 2016
Invoice #: 2012

Bill To:

City of Glenpool
Attn: City Manager
PO Box 70
Glenpool, OK 74033

Remit To:

The M.e.t.
Williams Tower One
One West Third Street, Suite 110
Tulsa, Ok 74103

Description	Amount
First Half of FY 16/17 Assessment for M.e.t. Services	\$10,059.38
<i>M e t. Code 4020</i>	
Amount Due	\$10,059.38

Williams Tower I, One West Third Street, Suite 110 Tulsa, Oklahoma 74103 ** Phone (918)584-0584

City of Glenpool
S.A.&I.427 (1983)

Affidavit for Payments in Excess of \$1,000.00

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states the (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things, of any money or any other thing of value to obtain payment.



(Contractor, supplier, or engineer)
D. Graham Brannin Executive Director
The Metropolitan Environmental Trust

Subscribed and sworn to before me this 13 day of July, 20 16.



Notary Public (or Clerk or Judge)

My Commission Expires:

7-22-17



Note: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of \$1000.00.

THE METROPOLITAN ENVIRONMENTAL TRUST

FY 16/17 BENEFICIARY ASSESSMENTS - APPROVED ON MAY 26, 2016

	<u>BENEFICIARY</u>	<u>FY 16/17</u> <u>ASSESSMENT</u>
1	Bixby	\$ 26,166.71
2	Broken Arrow	\$ 119,499.50
3	Claremore	\$ 28,722.55
4	Collinsville	\$ 20,807.61
5	Coweta	\$ 20,033.87
6	Glenpool	\$ 20,118.75
7	Jenks	\$ 9,887.94
8	Owasso	\$ 14,518.27
9	Sand Spr	\$ 31,845.68
10	Tulsa-City	\$ 471,984.39
11	<u>Tulsa-Co. (unincorp)</u>	<u>\$ 27,084.73</u>
	Total	\$ 790,670.00

METROPOLITAN ENVIRONMENTAL TRUST
TRUST INDENTURE
AS AMENDED

ARTICLE I

The create and establish a trust for the use and benefit of the Cities of Bixby, Broken Arrow, Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, and Tulsa, and the County of Tulsa, for the public purposes hereinafter set forth, under the provisions of Title 60 Oklahoma Statutes section 176 et. seq. as amended and other applicable statutes of the State of Oklahoma.

ARTICLE II

The name of this Trust shall be The Metropolitan Environmental Trust hereinafter referred to as the "Trust". Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

1. To receive from public and private collectors in the region solid waste including refuse, trash, garbage, sludges and other discarded or salvageable solid materials as specified in the Oklahoma Solid Waste Management Act and any amendments successors thereto and process, transfer, transport, convert, recover, recycle, or reclaim such solid waste, fuel and usable materials and products and sell the same and to dispose of non-usable solid waste by burial, incineration or other methods.
2. To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public solid waste processing or disposal systems and facilities and to close and monitor facilities according to regulations either within or without the territorial boundaries of the beneficiaries of the Trust, including but not limited to the purchasing, leasing, construction, installation, equipping, maintenance and operation of such buildings, equipment, machinery and other facilities necessary for the processing of refuse and solid waste, and the purchasing or leasing of transportation vehicles, equipment and facilities.
3. To hold, maintain and administer any leasehold rights in and to physical properties demised to the beneficiaries and to comply with the terms and conditions of any such lease.

4. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public solid waste processing and disposal systems and facilities, and to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for trust purposes.

5. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating public solid waste processing systems and facilities and buildings and other improvements thereto, and all properties, real, personal or mixed, required for execution and fulfilling the trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

6. To expend all funds coming into the hands of the Trustees as revenue or otherwise in the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the costs and expenses thereof, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the beneficiaries hereof.

ARTICLE IV

The Trust shall have duration for the term of duration of the beneficiaries and until such time as its purpose shall have been fully fulfilled or until it shall be terminated as hereinafter provided.

ARTICLE V

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustees and others to be used for trust purposes.

2. Any and all leasehold rights demised to the Trustees by its beneficiaries as authorized and empowered by law.

3. Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust indenture.

4. Cash in hand.

The instruments executed for each project, and each issuance of bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

1. The governing body of each of the beneficiaries of the Trust shall designate one Trustee. Each governing body shall establish the term of office of its trustee and the criteria for removal of its trustee.

Trustees shall serve until their successors have been duly appointed and qualified. Successor Trustees duly appointed and qualified shall, without any further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties and obligations of their predecessors hereunder with like effect as if originally named as Trustee.

2. The Trustees shall, during their terms office, be subject to removal only by action of the District Court of Tulsa County for good cause shown.

3. No Trustee shall be paid any compensation of any kind for his services as a Trustee of this Trust. However, Trustees may be reimbursed for expenses incurred in the performance of their duties hereunder.

4. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiaries, nor personal obligations of the Trustees of the Trust but shall constitute obligations of the Trustees payable solely from the Trust Estate. No indebtedness shall be incurred by the Trustees without the prior approval of two-thirds of the beneficiary governing bodies, both as to the purpose and amount of the indebtedness.

5. The Trustees, the State of Oklahoma, and the Beneficiaries hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

6. Notwithstanding any other provisions of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

7. The Trustees shall adopt bylaws for the conduct of their business, and shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect a Vice Chairman from

their members who shall act as Chairman during the temporary absence or disability of the chairman. If a vacancy occurs in the office of Chairman or Vice Chairman, the Trustees shall elect a successor from their members. The Trustees shall designate the time and place of all regular meetings, which meetings shall be public, except for instances wherein executive sessions are authorized by State law. Except as otherwise provided herein or as required by state law, all actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees present at a meeting where a quorum is present. A quorum of the Trustees is defined as 51 percent of all duly appointed Trustees.

8. The Trustees shall file with the governing bodies of the Beneficiaries a certified copy of the annual audit made of the funds, accounts, and fiscal affairs of the Trust at the time as is required by Section 180.3 Title 60, Oklahoma Statutes Annotated.

9. The governing body of each of the Beneficiaries shall have the right to conduct or have conducted a complete audit of the funds, accounts and fiscal affairs of the Trust at any time at its discretion, and at the expense of the requesting governing body.

10. The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

12. The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon the evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All of such expenditures shall be deemed proper expenses of executing this Trust.

ARTICLE VII

Powers and Duties of the Trustees

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in

addition to the usual powers incident to their office and the powers granted to them by statute and in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges:

1. To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the systems and facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiaries.

2. To employ architectural and engineering firms or consultants as the Trustees deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The costs of such engineers, architects and consultants shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

3. To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works, systems and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustee concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate subject to the provisions of Title 60, Oklahoma Statutes, Section 176, et.seq., as amended; and

(c) Appoint and compensate attorneys, applying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

4. To purchase, lease, or otherwise acquire property, real, personal or mixed; to enter into and execute contracts, leases, and operating agreements.

5. To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, to refund outstanding bonded indebtedness and to execute therefore bonds, notes, or other evidences of

indebtedness, or obligations, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any individuals, partnerships, associations, corporations, and others, including the United States of America or the State of Oklahoma and agencies, authorities or trusts of the United State of America or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the beneficiaries hereof, and lease or sublease land and other property to and from the Beneficiaries or others and constructs, improve, repair, extend, remodel, and quip buildings, improvements, and other facilities thereof and to operate or lease or rent the same to individuals, partnerships, associations, corporations, and others, including the United States of America or the State of Oklahoma and agencies, authorities or Trusts of the United States of America or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiaries hereof, and to do all things to accomplish the purposes set out in Article III of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds or other evidences of indebtedness by mortgages, liens, pledges or other encumbrances of such real and personal property, buildings, improvements and other facilities owned or otherwise acquired, leases or controlled by Trustees, and by rentals, income, receipts and profits there from, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust, or of which the Trustees may become the owners or lessees.

6. To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue furnishing of services and facilities to any persons, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

7. To make and perform contracts of every kind, including management and operating contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and subject to the provisions of Article VII(3) set forth above without limit as to amount to draw, make accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed or trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do; to collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

8. To the extent permitted by State law, to bind others by their duly authorized decisions and actions taken on their behalf, or failures to take action on their behalf, and as provided for in the Trust Agreement.

9. To take whatever actions may be appropriate and whatever actions may be directed by a majority of the Trustees to cure any default by a Beneficiary pursuant to the Trust Agreement.

10. To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income there from.

ARTICLE VIII

Beneficiaries of Trust

1. The Beneficiaries of this Trust shall be the Cities of Bixby, Broken Arrow, Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, and Tulsa, and the County of Tulsa.

2. The Beneficiaries shall have no legal title, claim or right to the Trust Estate, or its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiaries have any authority, power or right whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only the Beneficiaries shall receive the residue of the Trust Estate, to be distributed in accordance with the Trust Agreement.

3. If, after the effective date of the Trust Agreement, governments desire to join with the Beneficiaries of the Trust in accomplishing the purposes of the Trust, provisions may be made for additional beneficiaries to the Trust. Said governments shall make such contributions to the Trust Estate as the Trustees deem appropriate to offset the costs and expenses of additional services, systems and facilities required to serve their portion of additional wastes streams together with an amount reflected previous contributions of the Beneficiaries of initiating, establishing, developing, acquiring, constructing, maintaining or repairing the Trust Estate.

ARTICLE IX

Secretary of Trust

The Trustees shall appoint a Secretary of the Trustees to serve at their will, with compensation as set by themselves. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the principal office of the Trust. All meetings of the Trustees shall, except for instances wherein executive sessions are authorized by State law, be open to the public and conducted in accord with the provisions of the Oklahoma Public Meeting Law and the bonds, records and

minutes of the Trustees shall be considered as public records and available for inspection at all times by an interested party.

ARTICLE X

Termination of Trust

This Trust shall terminate:

1. When the purposes set out in Article III of this instrument shall have been fully executed; or

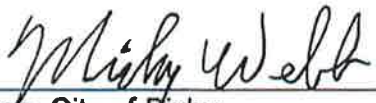
2. In the manner provided by Title 60, Oklahoma Statutes, Section 180, provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to conclude the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE XI

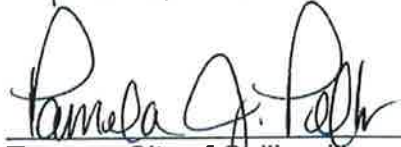
The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, Trustees have hereunto set their hands on the day and year indicated.


Trustee, City of Bixby

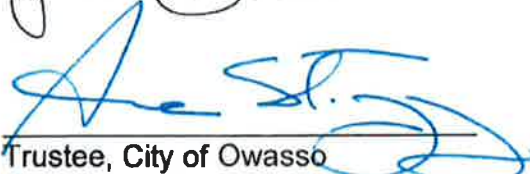

Trustee, City of Broken Arrow


Trustee, City of Claremore

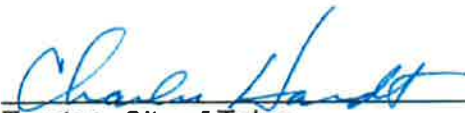

Trustee, City of Collinsville


Trustee, City of Glenpool


Trustee, City of Jenks


Trustee, City of Owasso


Trustee, City of Sand Springs


Trustee, City of Tulsa


Trustee, Tulsa County

11/3/05 (TH)

November 2005 Amendment

Names on signature are:

Micky Webb, Bixby

Tim Miller, Claremore

Shayne Buchanan, Glenpool

Ana Stagg, Owasso

Charles Hardt, City of Tulsa

David Wooden, Broken Arrow

Pam Polk, Collinsville

Kenda Rice, Jenks

Vernon Smith, Sand Springs

Paul Wilkening Tulsa County

AMENDMENT TO DECLARATION OF TRUST METROPOLITAN ENVIRONMENTAL TRUST

Pursuant to the provisions of the Metropolitan Environmental Trust Indenture as Amended, the Board of Trustees, on the 6th day of March, 2008, at a meeting duly called with a quorum present, upon motion made and seconded and passed unanimously, approved the inclusion of Coweta, Oklahoma as a beneficiary of the Trust. On the 3d day of March, 2008, the Coweta City Council approved participation as a beneficiary of the M.e.t. Trust and appointed a representative Trustee on the Board.

AMENDMENTS

The undersigned, being all the Trustees of the Metropolitan Environmental Trust, hereby agree to an amendment to the Trust Indenture as follows.

Article I as amended is stricken and the following language is adopted:

The undersigned Trustors create and establish a trust for the use and benefit of the Cities of Bixby, Broken Arrow, Collinsville, Claremore, Coweta, Glenpool, Jenks, Owasso, Sand Springs, Tulsa, and the County of Tulsa, for the public purposes hereinafter set forth, under the provisions of Title 60 Oklahoma Statutes section 176 et. seq., as amended and other applicable statutes of the State of Oklahoma.

Article VIII Section 1 as amended is stricken and the following language is adopted:

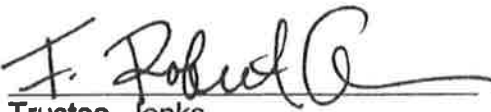
1. The Beneficiaries of this Trust shall be the Cities of Bixby, Broken Arrow, Collinsville, Claremore, Coweta, Glenpool, Jenks, Owasso, Sand Springs, Tulsa and the County of Tulsa.

The Trustees, by their signature below, ratify and reincorporate the changes made to the Trust Indenture and adopt the amendment as identified above. The remainder of the Trust Indenture shall remain in full force and effect.

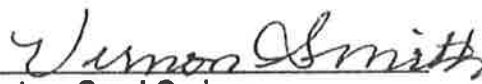
SIGNED, this 1st day of May, 2008.


Trustee, Bixby


Trustee, Broken Arrow

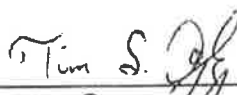

Trustee, Jenks


Trustee, Collinsville


Trustee, Sand Springs


Trustee, Glenpool


Trustee, Tulsa


Trustee, Owasso


Trustee, Tulsa County


Trustee, Claremore


(title)
Acceptance of Beneficial Interest
City of Coweta

March 2008 Amendment

Names on signature are:

Micky Webb, Bixby

Robert Carr, Jenks

Vernon Smith, Sand Springs

Charles Hardt, Tulsa City

Paul Wilkening Tulsa County

David Wooden, BA

Pam Polk Collinsville

David Tillotson, Glenpool

Tim O'Doyle, Owasso

Tim Miller, Claremore

Kathleen Easley, Coweta