

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Tuesday, December 13, 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 – Rev. Jason Yarbrough, First Baptist Church**
- 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) Recognize Master Patrol Officer William L. Odom for 21 Years of Service**
- L) Police Officer Swearing-In Ceremony – George Miles, Municipal Judge**
- M) Employee of the Month Recognition -- Timothy Lee Fox, Mayor**
- N) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from October 25, November 15, November 22, and November 28, 2016 meetings.**
 - 2) Discussion and possible action to approve and adopt Ordinance No. 726, An Ordinance That: (A) Levies And Assesses An Excise (Use) Tax Of Twenty-Six Hundredths Of One Percent (0.26%) Of The Purchase Price Upon The Storage, Use Or Consumption Of Tangible Personal Property That Is Purchased Outside The State Of Oklahoma And Used, Stored Or Otherwise Consumed Within The City Of Glenpool, In Addition To And At A Rate Equivalent To Sales Taxes Levied And Assessed In Accordance With City Of Glenpool Ordinance No. 716, As Adopted By The City Of Glenpool City Council On March 7, 2016, And Approved**

By A Majority Of The Registered, Qualified Voters Of The City Of Glenpool At A Special Election Held For That Purpose In The City Of Glenpool On April 5, 2016; (B) Establishes Purposes For Which Revenues Collected Under This Ordinance May Be Expended; (C) Provides For Such Use Tax To Commence On January 1, 2017; (D) Provides For The Duration Of Such Use Tax To Be Until The Sales Tax Levied And Assessed In Accordance With Said Ordinance No. 716 Shall Be Amended Or Repealed By The Voters Of The City; (E) Provides For Exemptions Thereto; (F) Provides For Collection Of Tax By Retailer Or Vendor Maintaining A Place Of Business Within The State Of Oklahoma Or Both Within And Without The State Of Oklahoma; (G) Prescribes Procedures For The Collection And Remittance Of Such Use Tax And Penalties For The Failure To Do So; (H) Includes Such Other Provisions, Terms And Conditions As Necessary For The Effective Implementation And Enforcement Of Said Ordinance; And Declares An Emergency.
(Julie Casteen, Finance Director)

- 3) Discussion and possible action to approve Emergency Clause, WHEREAS, the immediate operation of the provisions of Ordinance No. 726 is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, and to ensure that they received the benefits of taxes levied and collected thereunder on its effective date of January 1, 2017, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.
(Lowell Peterson, City Attorney)
- 4) Discussion and possible action to adopt Ordinance No. 727, An Ordinance That: (A) Levies And Assesses An Excise (Use) Tax Of Twenty-Nine Hundredths Of One Percent (0.29%) Of The Purchase Price Upon The Storage, Use Or Consumption Of Tangible Personal Property That Is Purchased Outside The State Of Oklahoma And Used, Stored Or Otherwise Consumed Within The City Of Glenpool, In Addition To And At A Rate Equivalent To Sales Taxes Levied And Assessed In Accordance With City Of Glenpool Ordinance No. 715, As Adopted By The City Of Glenpool City Council On March 7, 2016, And Approved By A Majority Of The Registered, Qualified Voters Of The City Of Glenpool At A Special Election Held For That Purpose In The City Of Glenpool On April 5, 2016; (B) Establishes Purposes For Which Revenues Collected Under This Ordinance May Be Expended; (C) Provides For Such Use Tax To Commence On January 1, 2017; (D) Provides For The Duration Of Such Use Tax To Be Until The Sales Tax Levied And Assessed In Accordance With Said Ordinance No. 715 Shall Be Amended Or Repealed By The Voters Of The City; (E) Provides For Exemptions Thereto; (F) Provides For Collection Of Tax By Retailer Or Vendor Maintaining A Place Of Business Within The State Of Oklahoma Or Both Within And Without The State Of Oklahoma; (G) Prescribes Procedures For The Collection And Remittance Of Such Use Tax And Penalties For The Failure To Do So; (H) Includes Such Other Provisions, Terms And Conditions As Necessary For The Effective Implementation And Enforcement Of Said Ordinance; And (I) Declares An Emergency.
(Julie Casteen, Finance Director)
- 5) Discussion and possible action to approve Emergency Clause, WHEREAS, the immediate operation of the provisions of Ordinance No. 727 is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, and to ensure that they received the benefits of taxes levied and collected thereunder on its effective date of January 1, 2017, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.
(Lowell Peterson, City Attorney)
- 6) Discussion and possible action to approve Change Order Request No. 3 from Goins Enterprises decreasing the contract price by \$8,979.00.
(Lynn Burrow, Community Development Director)
- 7) Discussion and possible action to approve the Second Amended Interlocal Agreement among the Indian Nations Council Of Governments (INCOG), acting as the statutory Regional 9-1-1 Board for administration of the 9-1-1 Master Service Agreement with AT&T Oklahoma, and its member municipal governments for the purposes of including Broken Arrow as a member and to make certain changes to the cost allocation formula recognizing Broken Arrow's proportionate share in the cost of the 9-1-1 network.
(Dennis Waller, Chief of Police)

- 8) Discussion and possible action to approve the Capital Improvements Agreement between the City of Glenpool and the Tulsa County Board of County Commissioners with respect to funding, in accordance with the July 1, 2015, Vision Authority Resolution, in the amount of \$978,762.00, the construction of competition-rated soccer fields and related improvements on property leased from the South County Recreational Center, authorize the Mayor to execute three originals of such Capital Improvements Agreement, and direct staff to proceed with its implementation.
(Lowell Peterson, City Attorney/Lynn Burrow, Community Development Director)
- 9) Discussion and possible action to adopt Ordinance No. 728, "An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Residential Single Family High Density District (RS-3), Office Low Intensity District (OL) And Commercial Shopping Center District (CS) To Residential Single-Family Highest Density District (RS-4), As Recommended By The Planning Commission Under Application GZ-256; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith."
(Rick Malone, City Planner)
- 10) Discussion and possible action to adopt Ordinance No. 729, "An Ordinance Amending Ordinance No. 458, Approving Planned Unit Development (PUD) Number 34 Zoning District Designation For Single Family Residential Uses; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith."
(Rick Malone, City Planner)
- 11) Discussion and possible action to approve a recommendation from the Glenpool Planning Commission and Technical Advisory Committee for a Plat Waiver submitted by Cowan Group on behalf of PVA Construction on a 50,000 sf tract of land, located south of the SE corner of 121st Street and US 75 Hwy, Phillips Corner Addition.
(Rick Malone, City Planner)
- 12) Discussion and possible action to appoint representative and alternate to the INCOG General Assembly for a two-year term commencing the first day of January.
(Roger Kolman, City Manager/Timothy Fox, Mayor)

O) 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

December 8, 2016

To: Glenpool City Council

Mayor and 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:

Current Contractor Work Progress:

- The tower construction is fully complete and the all facilities associated with the project have been completed and have been placed into full operation.
- Full project contract close-out documentation is anticipated to be completed in December.

South County Soccer Complex:

- Greg Helms & Associates 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.
- Final Construction and bid documents have been completed and approved by Tulsa County. The land lease covering the property to be improved by this projectfor this project has also been fully approved by Tulsa County.
- The project site improvement package was placed out to public bid on November 7th
- A Pre-Bid meeting was held on November 28th.
- Bids will be accepted and read on December 8th.
- A formal presentation of bid results and a recommendation regarding contractor selection, and project phasing will be presented to the City Council on January 2nd, 2017
- The issuance of a Notice to Proceed and actual start of construction is estimated to be on or before February 1st, 2017.

- The anticipated duration of the Phase I improvements is 120 calendar days from a Notice to Proceed.

2016 CDBG Project: Senior Citizen Activity Building Up-grade

- The City of Glenpool has been awarded a Community Development Grant for additional remodel and facility upgrades at the Senior Citizen Activity Building in the amount of \$72,645.00 plus a 10% matching requirement from the City for a project total funding amount available of \$79,909.50
- Formal bids for the project scope of work were accepted September 26th and were presented to and approved by the Council at the October 17th meeting.
- S & J Construction Specialists have been awarded the project for a total bid price of \$79,798.00 and were issued a Notice to Proceed on October 28th.
- The project is to be fully complete by January 28, 2017.

On-going Private Development and/or Building Projects:

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.
- Full project completion and operational start-up is estimated to be by April, 2017.
- The final Certificate of Occupancy is anticipated by October 18th upon final acceptance of certain public waterline improvements constructed to provide domestic and fire protection services to the project.

South Elwood Mini-Storage

- This project is located on the west side of Elwood Avenue approximately 500' north of 151st Street.
- Phase I of the project consists of five mini-storage buildings and an office building.
- The facility is scheduled to be in operation by March, 2017

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.
- The City has received construction plan covering the proposed pedestrian walkway improvements that are estimated to be 65% complete. City Staff is currently reviewing these documents. Regarding anticipated cost and to determine project phasing.
- It is anticipated that the technical design and approval portion of the project will be completed by March, 2017 with construction bidding occurring during the second 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 the end of 2017.

Current Planning Department and Planning Commission Activities:

GBOA-450

- Request for a variance to allow an accessory building in the side yard building setback at 13795 S. Oak St. BOA:12/12/16.

GZ-256/PUD 34

- Request to rezone a 48 acre tract located west of the NW/corner of 141st Street and Peoria Ave from RS-3, OL, and CS to an RS-4 district in order to allow 169 single family lots having a minimum lot width of 65 feet. PC: 11/14/16 Recommend approval to CC: 12/13/16.

SUBDIVISION PLAT WAIVER: "PHILLIPS CORNER"

- Request for the review and possible approval of the Plat Waiver of a portion of Phillips Corner which encompasses a 50,000 square foot tract located south of the SE/corner of 121st Street & US 75 Hwy to allow construction of a hotel. TAC: 11/28/16, PC: 12/12/16, CC: 12/13/16.

SITE PLAN: "PHILLIPS CORNER"

- Request for the review and possible approval of the Site Plan of a portion of Phillips Corner which encompasses a 50,000 square foot tract located south of the SE/corner of 121st Street & US 75 Hwy to allow construction of a hotel. TAC: 11/28/16, PC: 12/12/16, CC: 12/13/16

Lot Split: GLS-218

- Request for the review and possible approval to split off a three-acre tract located at the NE/corner of 141st Street and S. 33rd West Ave. TAC 12/30/16, PC: 1/9/17.

Current Building & Inspection Department Activities: November, 2016:

Current Commercial Projects Permitted for Construction:

- WalMart Re-model Project – Drive thru Pharmacy & Grocery Pickup Area
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- South Elwood Mini-Storage: Located on Elwood Avenue - North of 151st Street
- 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 – November, 2016

- New Residential Permits Issued in November, 2016: 6 Total

• New Commercial Permits Issued in November, 2016:	-0-Total
• Current Active Residential Permits:	70 Total
• Current Active Commercial Permits:	11 Total
• 2015 Residential Permits thru November:	121 Total
• 2016 Residential Permits issued thru November:	92 Total
• 2015 Commercial Permits Issued Thru November:	7 Total
• 2016 Commercial Permits Issued Thru November:	9 Total

Code Enforcement Department: November, 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.

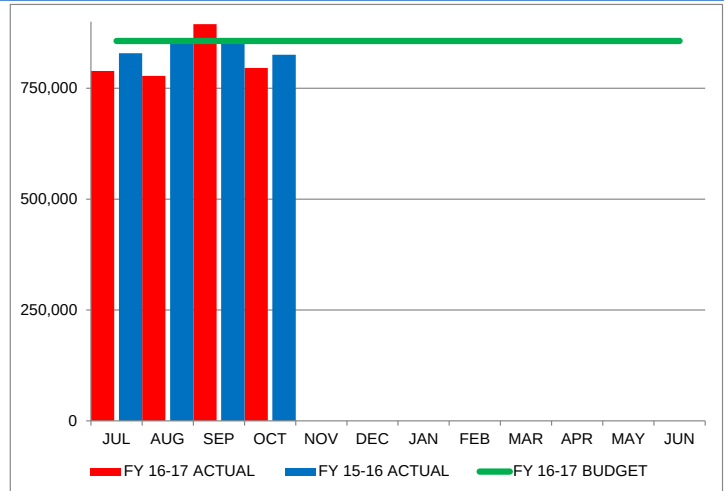
Department Activity for the Month of November:

• Year-to-Date complaint calls received and investigated	1455
• Public nuisance cases remaining open thru November 30 th :	6
• New Code Enforcement cases processed in November:	
1. Calls reporting high grass:	82
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	22
4. Nuisance abatements performed by contractors:	1
5. Notices issued for residences without water service:	-0-
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	3
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	33
10. Dilapidated vacant structures and properties:	10
11. Trash can/receptacle placement:	5
12. Misc. cases:	<u>16</u>
Total New Cases Opened in November:	170

REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

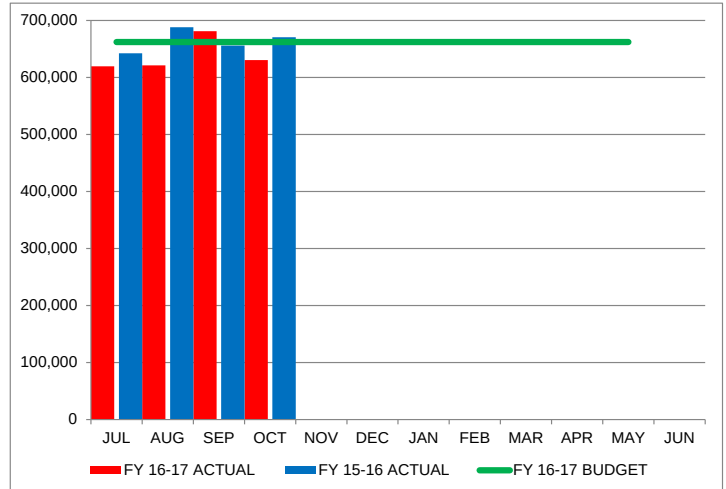
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 856,649	\$ 789,189	\$ (67,460)	-7.9%	\$ 828,909
AUG	856,649	777,840	(78,808)	-9.2%	858,896
SEP	856,649	894,556	37,907	4.4%	850,655
OCT	856,649	795,632	(61,016)	-7.1%	825,619
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 3,426,594	\$ 3,257,217	\$ (169,377)	-4.9%	\$ 3,364,080



Total General Fund revenues YTD through October were -4.9% under budget YTD and -3.2% below prior year.

TAXES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 662,180	\$ 619,710	\$ (42,470)	-6.4%	\$ 642,505
AUG	662,180	621,103	(41,076)	-6.2%	688,006
SEP	662,180	681,226	19,046	2.9%	655,934
OCT	662,180	630,582	(31,598)	-4.8%	670,620
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 2,648,719	\$ 2,552,622	\$ (96,098)	-3.6%	\$ 2,657,065



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

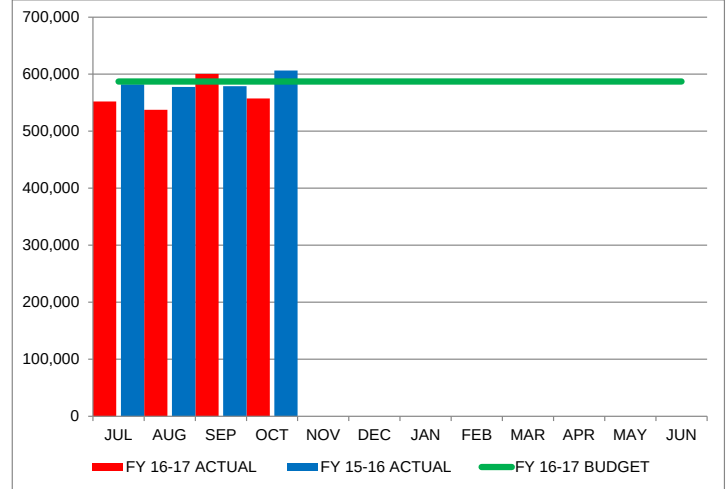
Total tax collections YTD through October fell short of budget by -3.6% and below prior year YTD by -3.9%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 587,180	\$ 552,041	\$ (35,139)	-6.0%	\$ 582,429
AUG	587,180	537,682	(49,498)	-8.4%	577,621
SEP	587,180	600,646	13,466	2.3%	579,037
OCT	587,180	557,472	(29,707)	-5.1%	606,378
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 2,348,719	\$ 2,247,842	\$ (100,877)	-4.3%	\$ 2,345,466

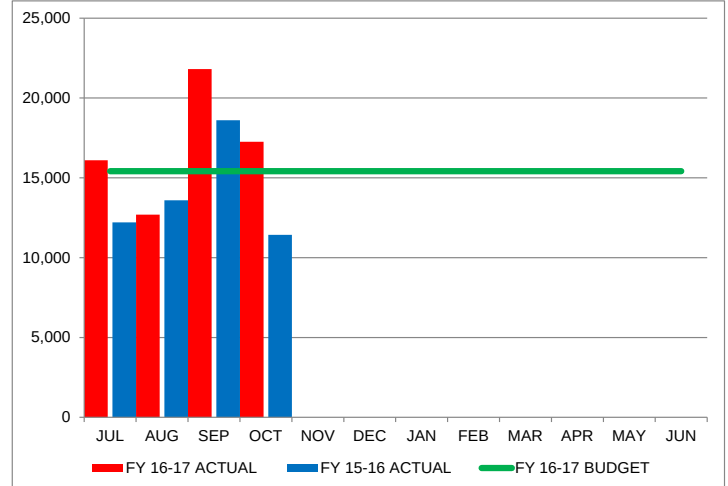


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD were below budget by -4.3%, and fell short of prior year by -4.2%.

USE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 15,417	\$ 16,096	\$ 679	4.4%	\$ 12,215
AUG	15,417	12,696	(2,721)	-17.6%	13,594
SEP	15,417	21,810	6,394	41.5%	18,607
OCT	15,417	17,261	1,844	12.0%	11,425
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 61,667	\$ 67,863	\$ 6,196	10.0%	\$ 55,840



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.

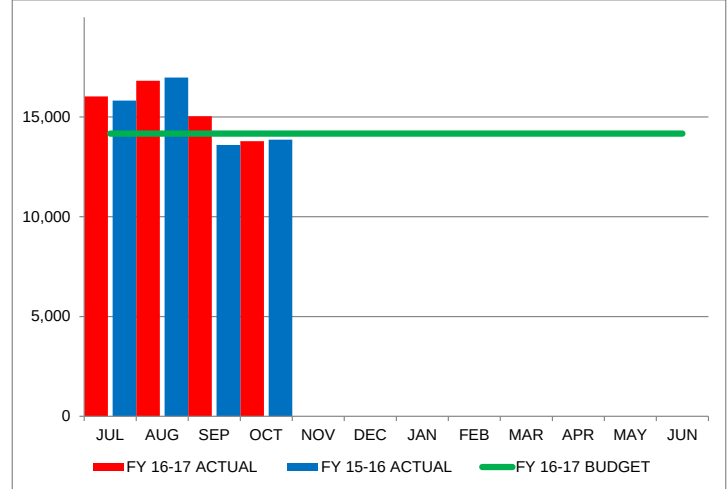
Use tax collections YTD through October exceeded budget by 10.0%, and exceeded prior YTD by 21.5%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

HOTEL/MOTEL TAX

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 14,167	\$ 16,029	\$ 1,862	13.1%			\$ 15,818	
AUG	14,167	16,818	2,651	18.7%			16,976	
SEP	14,167	15,037	870	6.1%			13,597	
OCT	14,167	13,786	(381)	-2.7%			13,862	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 56,667	\$ 61,669	\$ 5,003	8.8%			\$ 60,254	

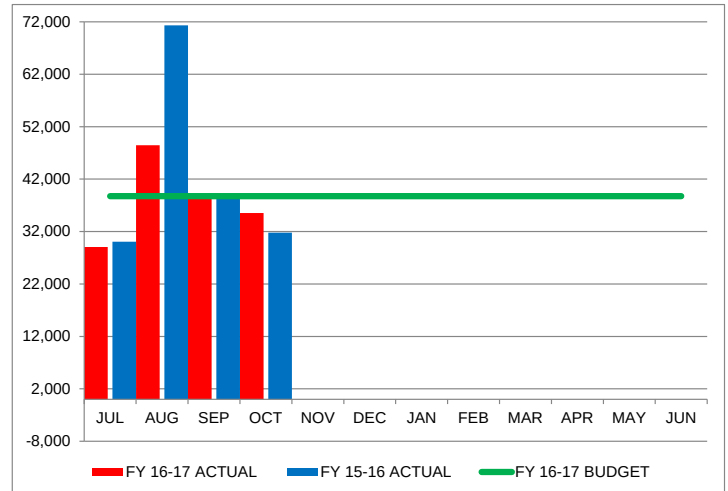


Hotel/Motel tax is a 5% tax collected on the gross revenues of hotel and motel establishments.

Hotel/Motel tax collections YTD through October exceeded budget 8.8%, and exceeded prior YTD by 2.3%.

FRANCHISE TAX

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 38,750	\$ 29,052	\$ (9,698)	-25.0%			\$ 30,052	
AUG	38,750	48,456	9,706	25.0%			71,340	
SEP	38,750	38,398	(352)	-0.9%			38,416	
OCT	38,750	35,540	(3,210)	-8.3%			31,791	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 155,000	\$ 151,446	\$ (3,554)	-2.3%			\$ 171,599	



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.

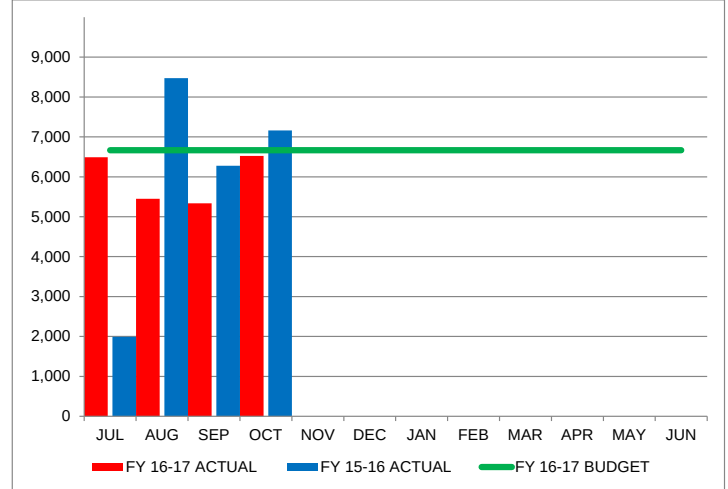
Franchise tax collections YTD through October fell short of budget by -2.3%, and below prior YTD by -11.7%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

E911 FEES

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL			VAR.	% VAR.	ACTUAL	
JUL	\$ 6,667	\$ 6,493	\$	(174)	-2.6%		\$ 1,991	
AUG	6,667	5,451		(1,215)	-18.2%		8,475	
SEP	6,667	5,334		(1,332)	-20.0%		6,277	
OCT	6,667	6,523		(144)	-2.2%		7,163	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 26,667	\$ 23,801	\$	(2,865)	-10.7%		\$ 23,906	

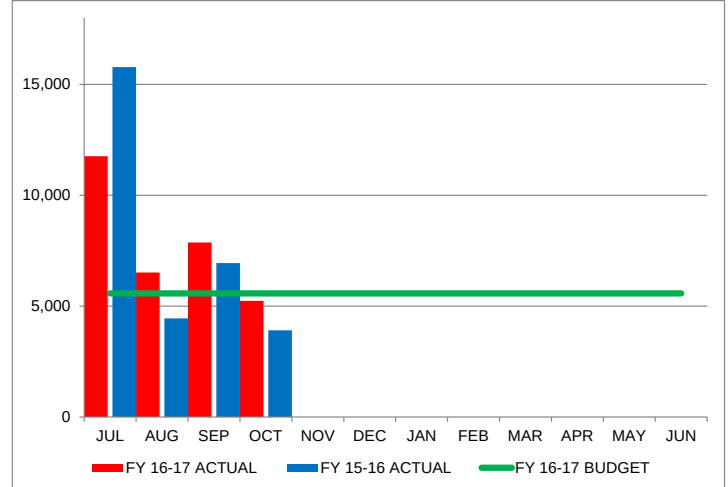


E911 Fees are charges imposed on consumers collected by phone service providers to provide funding for the operation of the 911 emergency response system.

E911 fee collections YTD through October fell short of budget -10.7%, and below prior year by YTD by -0.4%.

LICENSES AND PERMITS

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL			VAR.	% VAR.	ACTUAL	
JUL	\$ 5,575	\$ 11,762	\$	6,187	111.0%		\$ 15,780	
AUG	5,575	6,518		943	16.9%		4,451	
SEP	5,575	7,867		2,292	41.1%		6,940	
OCT	5,575	5,238		(337)	-6.1%		3,913	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 22,300	\$ 31,385	\$	9,085	40.7%		\$ 31,085	



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

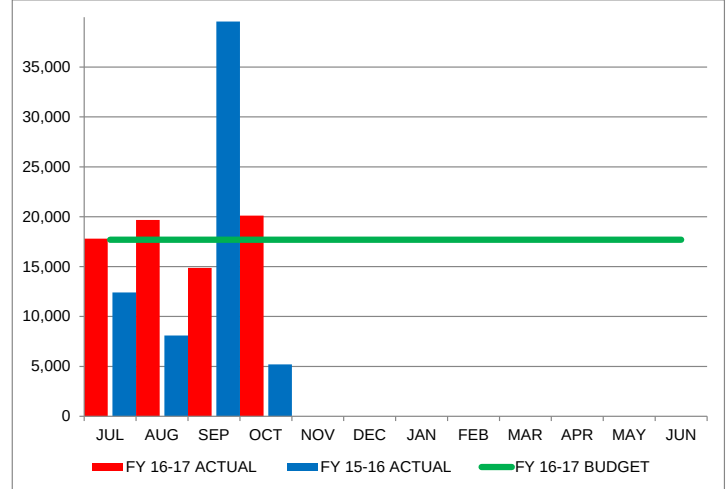
Permits and Fees YTD through October exceeded budget by 40.7%, and exceeded prior year by 1.0%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

CHARGES FOR SERVICES

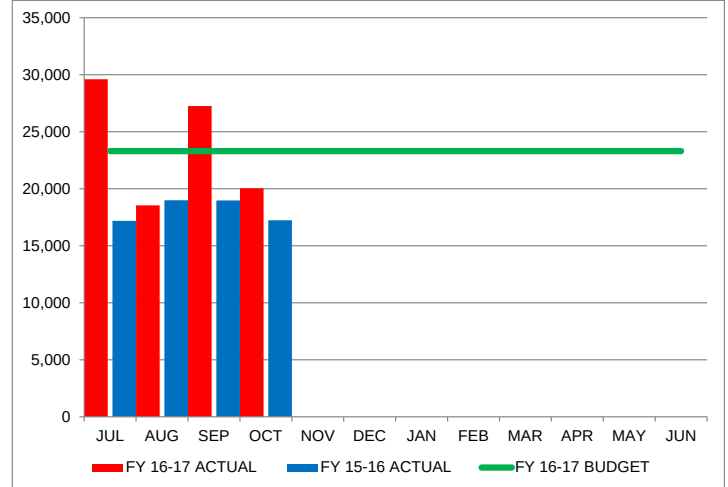
	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 17,696	\$ 17,805	\$ 109	0.6%			\$ 12,405	
AUG	17,696	19,677	1,980	11.2%			8,105	
SEP	17,696	14,871	(2,825)	-16.0%			39,574	
OCT	17,696	20,112	2,416	13.7%			5,198	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 70,785	\$ 72,465	\$ 1,680	2.4%			\$ 65,281	



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 October exceeded budget by 2.4%, and exceeded prior year by 11.0%.

INTERGOVERNMENTAL

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 23,304	\$ 29,599	\$ 6,295	27.0%			\$ 17,193	
AUG	23,304	18,549	(4,754)	-20.4%			18,998	
SEP	23,304	27,256	3,952	17.0%			18,981	
OCT	23,304	20,037	(3,266)	-14.0%			17,241	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 93,215	\$ 95,442	\$ 2,227	2.4%			\$ 72,412	



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. The FY16-17 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been received.

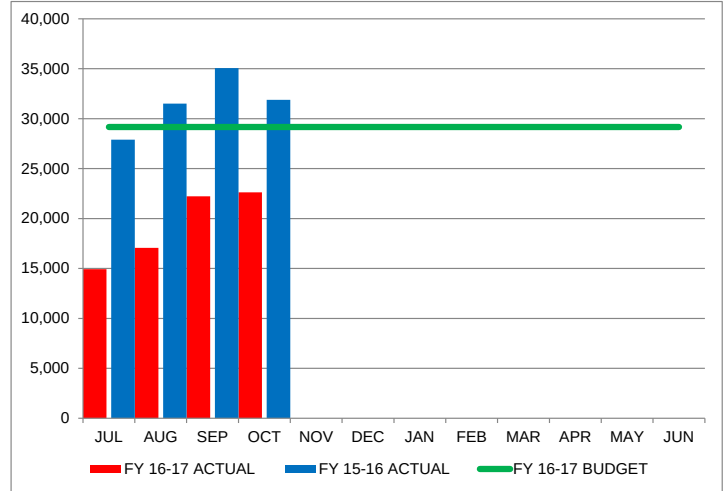
Intergovernmental YTD through October exceeded budget by 2.4%, and exceeded prior year by 31.8%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

FINES AND FORFEITURES

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 29,167	\$ 14,921	\$ (14,246)	-48.8%			\$ 27,905	
AUG	29,167	17,069	(12,098)	-41.5%			31,517	
SEP	29,167	22,234	(6,933)	-23.8%			35,072	
OCT	29,167	22,622	(6,545)	-22.4%			31,896	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 116,667	\$ 76,845	\$ (39,822)	-34.1%			\$ 126,390	

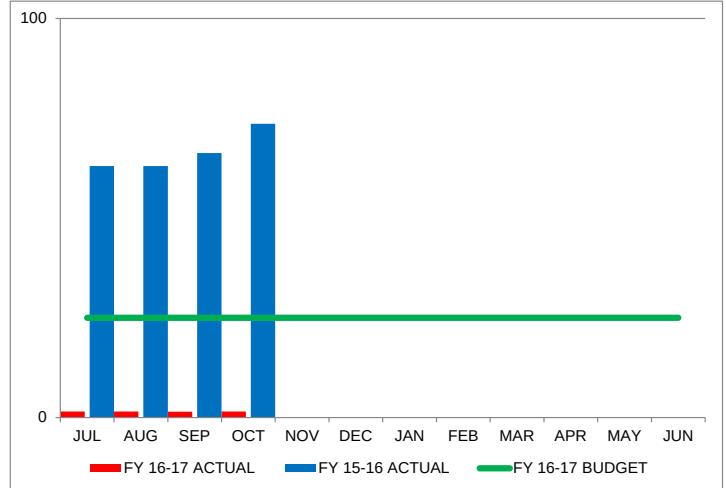


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through October fell short of budget by -34.1%, and were below prior year by -39.2%.

INVESTMENT INCOME

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 25	\$ 2	\$ (23)	-94.0%			\$ 63	
AUG	25	2	(23)	-94.0%			63	
SEP	25	1	(24)	-94.1%			66	
OCT	25	2	(23)	-94.0%			74	
NOV								
DEC								
JAN								
FEB								
MAR								
APR								
MAY								
JUN								
YTD	\$ 100	\$ 6	\$ (94)	-94.0%			\$ 266	



Investment Income is interest on deposits.

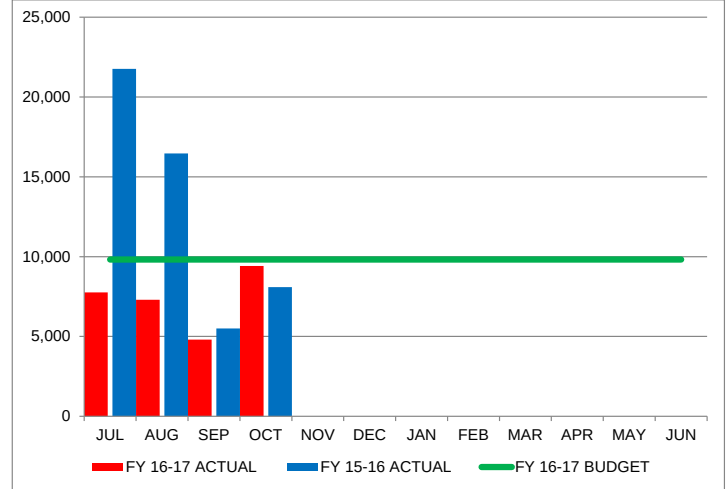
Investment Income YTD through October fell short of budget by -94% and below prior year by -97.7%.

GENERAL FUND REVENUE ANALYSIS - *continued*

October 2016

MISCELLANEOUS/OTHER

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 9,820	\$ 7,765	\$ (2,055)	-20.9%	\$ 21,764
AUG	9,820	7,297	(2,523)	-25.7%	16,464
SEP	9,820	4,808	(2,523)	-25.7%	5,501
OCT	9,820	9,415	(2,523)	-25.7%	8,089
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 39,281	\$ 29,286	\$ (9,624)	-24.5%	\$ 51,818

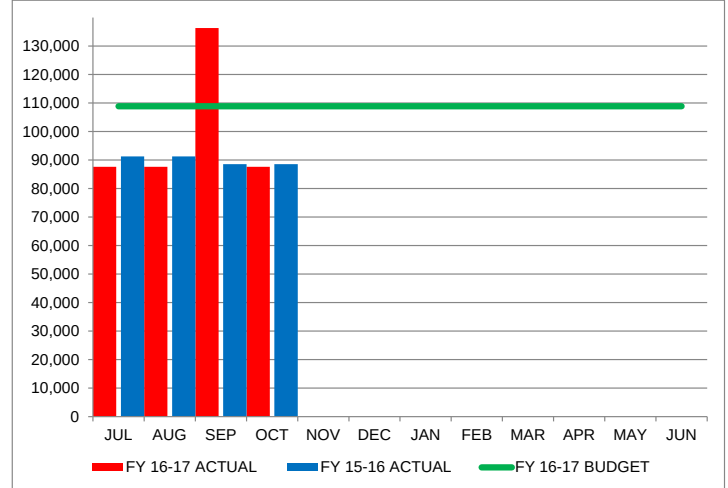


Other Revenue consists of sale of assets, refunds, and rental income for municipal buildings and tower antenna space.

Miscellaneous revenues YTD through October fell short of budget by -24.5%, and prior year by -43.5%.

OTHER FINANCING SOURCES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 108,882	\$ 87,625	\$ (21,257)	-19.5%	\$ 91,293
AUG	108,882	87,625	(21,257)	-19.5%	91,293
SEP	108,882	136,292	27,410	25.2%	88,588
OCT	108,882	87,625	(21,257)	-19.5%	88,588
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 435,527	\$ 399,167	\$ (36,360)	-8.3%	\$ 359,763



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.

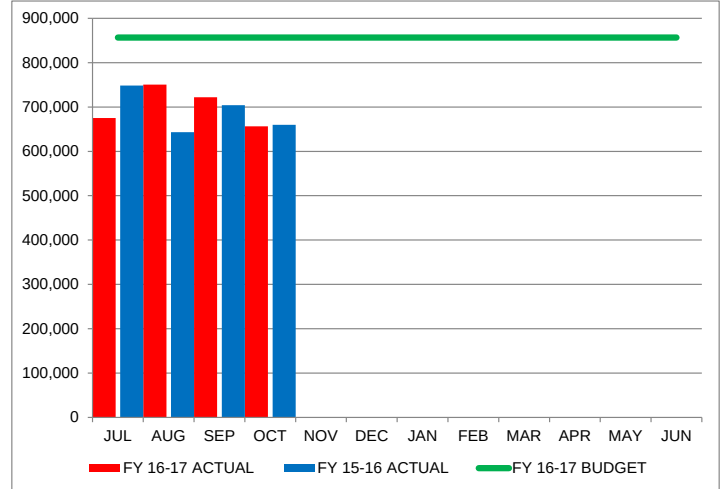
Transfers YTD through October fell short of budget by -8.3%, but were above prior year by 11.0%.

GENERAL FUND EXPENDITURE ANALYSIS

October 2016

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 856,649	\$ 675,333	\$ (181,316)	-21.2%	\$ 748,590
AUG	856,649	750,628	(106,021)	-12.4%	643,106
SEP	856,649	722,016	(134,633)	-15.7%	704,220
OCT	856,649	656,356	(200,293)	-23.4%	660,036
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 3,426,594	\$ 2,804,332	\$ (622,262)	-18.2%	\$ 2,755,952



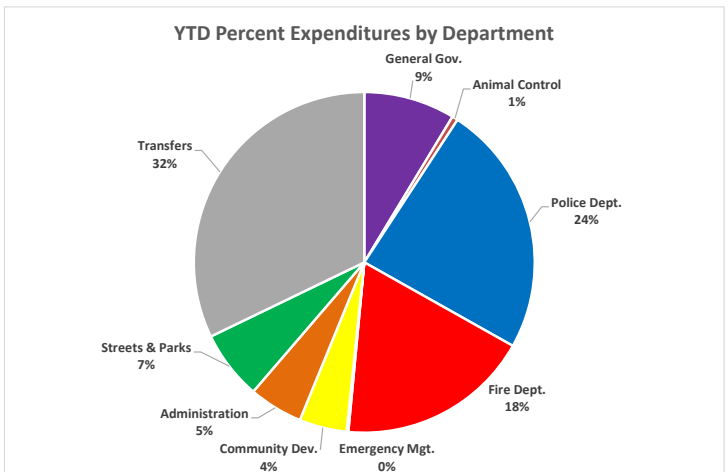
General Fund expenditures YTD were under budget YTD by -18.2%, and 1.8% above prior year YTD.

EXPENDITURES BY DEPARTMENT

	YTD FY17 Budget	YTD FY17 Actual	YTD FY16 Budget	YTD FY16 Actual
General Gov.	\$ 324,758	\$ 242,909	\$ 279,993	\$ 259,498
Animal Control	25,277	15,404	Reported with Police in FY16	
Police Dept.	716,959	671,467	769,160	627,984
Fire Dept.	586,815	514,341	563,880	497,148
Emergency Mgt.	17,667	4,590	7,000	2,002
Community Dev.	194,539	126,564	139,907	131,426
Administration	172,429	143,663	189,833	154,979
Streets & Parks	296,848	183,401	273,274	117,557
Transfers	1,101,271	901,993	1,025,318	965,358
Totals	\$ 3,436,563	\$ 2,804,332	\$ 3,248,365	\$ 2,755,952

Increase over prior year: 5.8% 1.8%

The FY17 General Fund Budget is 5.8% higher than prior year. Actual expenditures YTD are 1.8% above prior year. Excluding transfers, General Fund expenditures YTD are 5.9% above prior year.

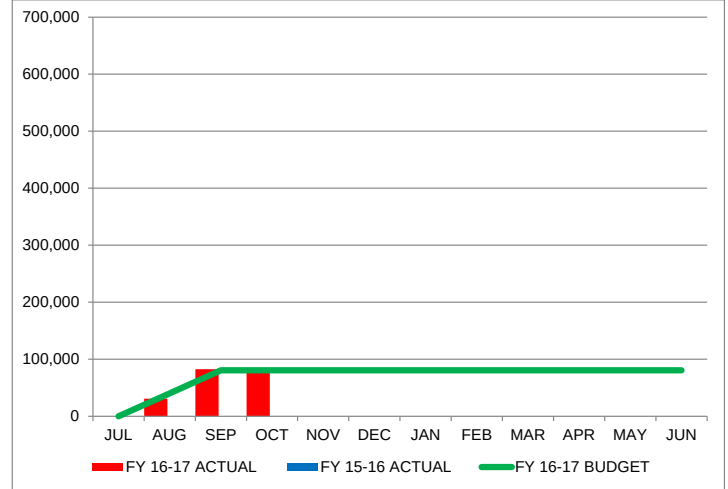


SPECIAL REVENUE FUND: PUBLIC SAFETY PERSONNEL

October 2016

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ -	\$ -	\$ -	0.0%	\$ -
AUG	40,335	31,057	(9,278)	-23.0%	-
SEP	80,676	82,605	1,929	2.4%	-
OCT	80,676	76,668	(4,008)	-5.0%	-
NOV	80,676				
DEC	80,676				
JAN	80,676				
FEB	80,676				
MAR	80,676				
APR	80,676				
MAY	80,676				
JUN	80,676				
YTD	\$ 847,095	\$ 190,330	\$ (11,357)	-1.3%	\$ -

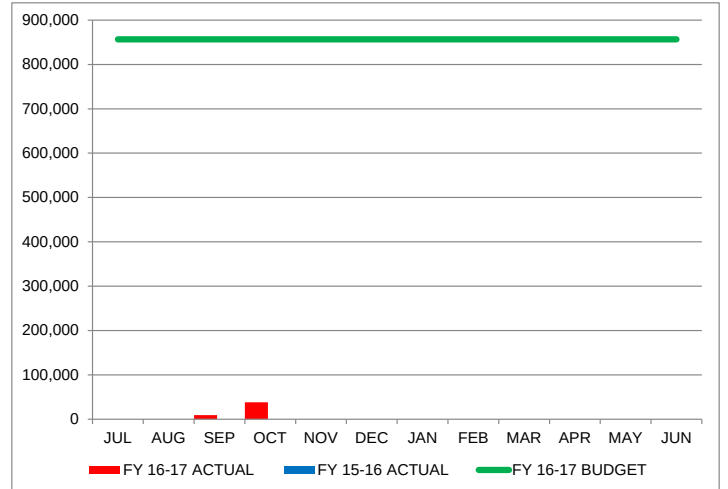


Sales tax collections YTD were below budget by -1.3%.

PUBLIC SAFETY PERSONNEL FUND EXPENDITURE ANALYSIS

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 70,591	\$ -	\$ (70,591)	-100.0%	\$ -
AUG	70,591	-	(70,591)	-100.0%	-
SEP	70,591	9,147	(61,444)	-87.0%	-
OCT	70,591	38,170	(32,421)	-45.9%	-
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 282,365	\$ 47,317	\$ (235,048)	-83.2%	\$ -



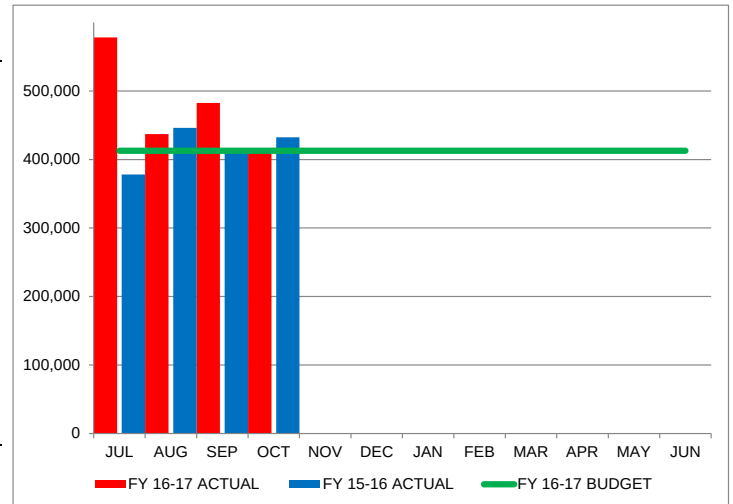
Expenditures YTD through October were -83.2% below budget.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA): OVERALL FUND PERFORMANCE

October 2016

CHARGES FOR SERVICES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 412,779	\$ 578,279	\$ 165,500	40%	\$ 378,224
AUG	412,779	437,131	24,352	6%	446,154
SEP	412,779	482,706	69,926	17%	411,699
OCT	412,779	411,949	(830)	0%	432,549
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
Totals	\$ 1,651,117	\$ 1,910,065	\$ 258,947	15.7%	\$ 1,668,625

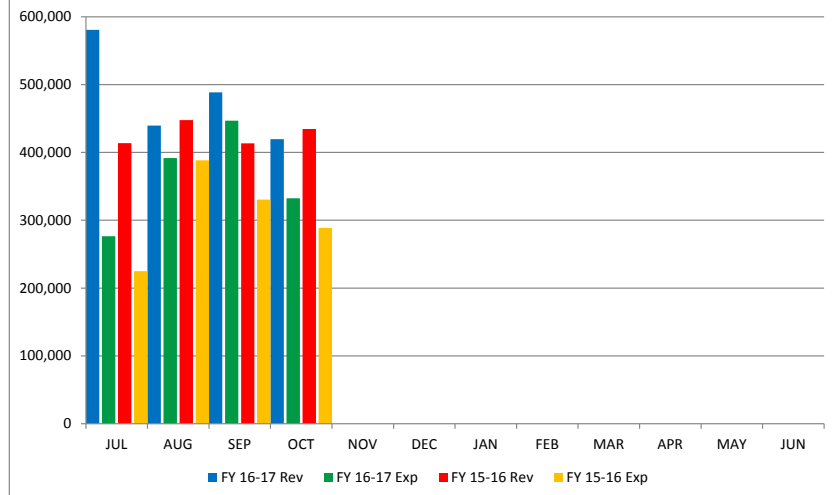


Charges for Services are 15.7% over budget YTD and 14.5% over prior year. Billed consumption was 21,173 thousand gallons compared to 25,959 thousand gallons in October, 2015, representing an 18.4% decrease in volume. Customer accounts increased by 7.5% over prior year, and average rate per gallon increased by 5.3%.

October 2016

REVENUE VS EXPENDITURES*

	FY 16-17 Rev	FY 16-17 Exp	FY 15-16 Rev	FY 15-16 Exp
JUL	\$ 580,661	\$ 276,559	\$ 413,752	\$ 224,858
AUG	439,654	391,840	447,620	388,394
SEP	488,499	446,810	413,432	330,605
OCT	419,431	332,510	434,469	288,624
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 1,928,245	\$ 1,447,718	\$ 1,709,273	\$ 1,232,482



* Excludes transfers and debt principal payments

GUSA Net Income through October was 0.8% above prior year to date.

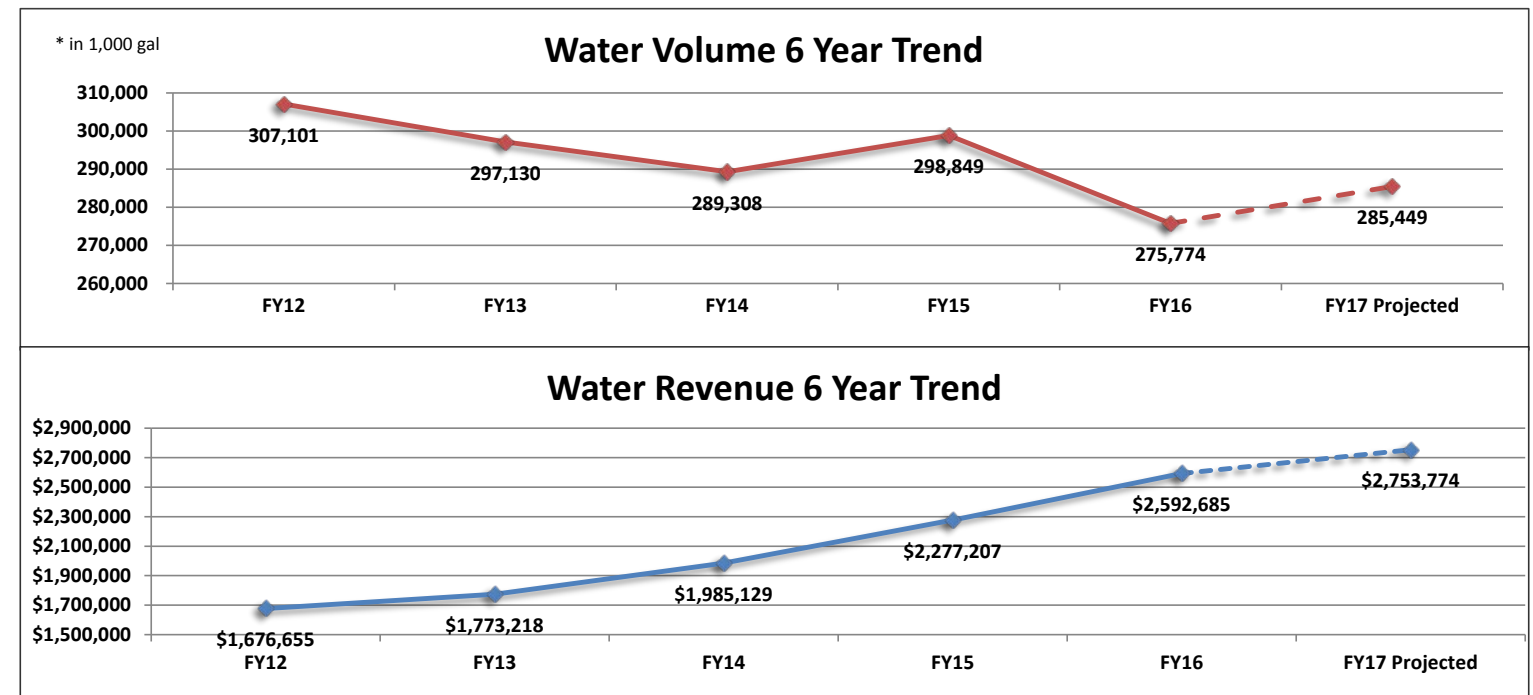
GLENPOOL UTILITY SERVICES AUTHORITY
SCHEDULE OF WATER REVENUES
Fiscal Year Ending June 30, 2017

MONTH	VOLUME (in thousands)					REVENUE				
	ACTUAL	BUDGET	PRIOR YR	% VAR		ACTUAL	BUDGET	PRIOR YR	% VAR	
				BUD	PR YR				BUD	PR YR
July	32,795	24,897	24,650	31.7%	33.0%	\$ 280,846	\$ 221,267	\$ 215,839	26.9%	30.1%
August	25,923	28,319	28,039	-8.5%	-7.5%	240,849	252,521	246,326	-4.6%	-2.2%
September	27,249	24,167	23,928	12.8%	13.9%	270,409	226,363	220,810	19.5%	22.5%
October	21,173	26,219	25,959	-19.2%	-18.4%	217,394	240,503	234,603	-9.6%	-7.3%
November	-	23,144	22,915			-	218,982	213,610		
December	-	23,023	22,795			-	222,034	216,587		
January	-	21,403	21,191			-	211,020	205,843		
February	-	21,210	15,720			-	202,365	173,722		
March	-	21,522	22,472			-	213,973	208,723		
April	-	22,697	22,453			-	221,419	215,882		
May	-	21,939	21,217			-	224,096	210,586		
June	-	23,371	24,435			-	230,387	230,154		
Total	107,140	281,911	275,774	3.4%	4.4%	1,009,498	2,684,930	2,592,685	7.3%	10.0%
YTD	107,140	103,602	102,576	3.4%	4.4%	1,009,498	940,654	917,578	7.3%	10.0%

Additional Information:

	YEAR TO DATE			% VAR	
	ACTUAL	BUDGET	PRIOR YR	BUD	PR YR
# Customers	4,300	4,222	4,001	1.8%	7.5%
Vol per Cust *	6.23	6.13	6.41	1.5%	-2.8%
Average Rate	\$ 9.42	\$ 9.08	\$ 8.95	3.8%	5.3%

* in thousand gallons

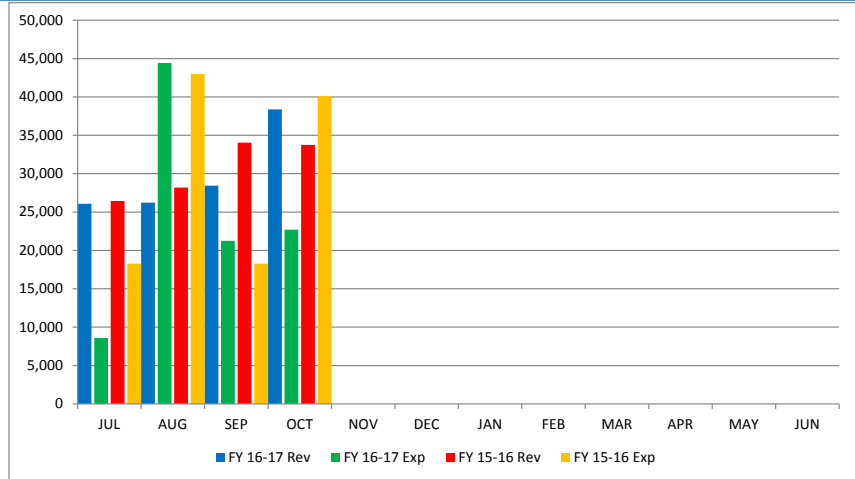


GLENPOOL INDUSTRIAL AUTHORITY (GIA): OVERALL FUND PERFORMANCE

October 2016

TOTAL REVENUE VS EXPENDITURES

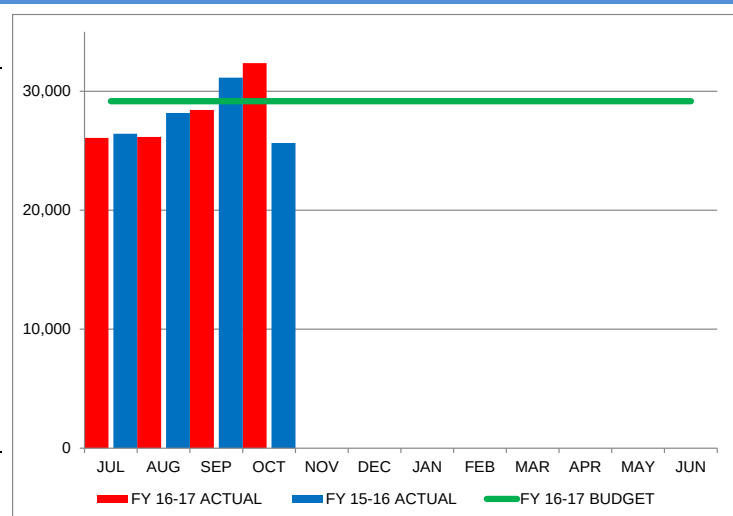
	FY 16-17		FY 15-16	
	Rev	Exp	Rev	Exp
JUL	\$ 26,077	\$ 8,584	\$ 26,440	\$ 18,285
AUG	26,218	44,436	28,179	42,979
SEP	28,430	21,244	34,037	18,285
OCT	38,364	22,707	33,741	40,117
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 119,089	\$ 96,970	\$ 122,397	\$ 119,666



Industrial Authority Net income YTD through October was up \$19,387 over prior year, primarily due lower maintenance costs compared to prior year.

CONFERENCE CENTER RENTAL FEES

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 29,167	\$ 26,077	\$ (3,090)	-11%	\$ 26,440	
AUG	29,167	26,168	(2,999)	-10%	28,179	
SEP	29,167	28,430	(737)	-3%	31,150	
OCT	29,167	32,374	3,207	11%	25,650	
NOV						
DEC						
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
Totals	\$ 116,668	\$ 113,049	\$ (3,619)	-3.1%	\$ 111,419	



Conference Center revenues from Rental Fees through October were under budget by -3.1%, but up 1.5% over prior year YTD.

**MINUTES
CITY COUNCIL
SPECIAL WORKSHOP
October 25, 2016**

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

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

Also present were Gary Mitchell, Kendig Keast Collaborative; Alan Woodcock, 1338 E. 146th Place, Glenpool, Oklahoma.

- A) Mayor Fox called the meeting to order at 6:36 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Business**

1) Discussion concerning issues/needs related to Comprehensive Plan and Zoning/Subdivision Regulation Updates.

Rick Malone, City Planner introduced Gary Mitchell, Kendig Keast Collaborative. Mr. Mitchell provided a Power Point presentation which encompassed an overview of the expectations for the Comprehensive Plan (CP) project, as well as identifying possible considerations for the Plan. Members of the Council and Planning Commission submitted areas of interest for consideration. Mr. Alan Woodcock expressed his concern that the schedule CP process did not provide for enough public input meetings.

D) Adjournment.

- Meeting was adjourned at 7:45 p.m.

Date

Mayor

ATTEST:

City Clerk

MINUTES

CITY COUNCIL MEETING

November 15, 2016

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

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

Also present was Rev. Rick Tabisz, King of Kings Lutheran Church.

- A) Mayor Fox called the meeting to order at 6:30 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rick Tabisz, King of Kings Lutheran Church offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow offered a status update on the water tower project, the soccer complex and the senior citizen building improvement project.
 - Mr. Burrow also updated the City Council on the progress of various private and public construction projects throughout the city; the status of the ODOT grant project; provided the number of residential and commercial building permits issued in October; as well as information concerning activities in the Planning, Building, and Code Enforcement Departments.
- F) Treasurers Report – Julie Casteen, Finance Director**
 - Mrs. Casteen presented a comprehensive report for September revenues and expenditures in all Funds.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman offered a status update on the Move Glenpool Forward sales tax initiative.
 - Consideration of lodging tax increase.
 - He announced that the Christmas parade is scheduled for December 3 at 2:00 p.m.
- H) Mayor Report – Timothy Fox, Mayor**
 - Reported that he and City Manager Kolman attended a reception with Senator James Lankford as key-note speaker.
 - He and Mr. Kolman also attended the State of the City address by Tulsa Mayor Dewey Bartlett. Mr. Bartlett reported that Tulsa is in great shape. Mayor Fox explained how Glenpool benefits from a healthy metro economy.

I) Council Comments

- Councilor Kearns announced that the Chamber of Commerce Golden Ticket drawing will be held on December 3.
- Councilor Lund announced that the Glenpool Warrior Wrestling tournament will also be on December 3 at 1:00 p.m.

J) Public Comments

- None.

K) Firefighter Swearing-In Ceremony

- The newest members to the Glenpool Fire Department were administered the Oath of Office by Susan White, City Clerk.

L) Employee of the Month Recognition

- Jenni Renfro, Utility Billing Supervisor was recognized as the September Employee of the Month

M) Recognize Simple Simons for 30 Years of Service to Glenpool

- Simple Simons was recognized for a long-standing relationship in Glenpool. President and co-owner B.J. Dumond received a shadow box to commemorate their many years of community involvement.

N) Scheduled Business

1) Discussion and possible action to approve minutes from October 17, 2016 meeting.

MOTION: Councilor Agee moved, second by Councilor Kearns to approve minutes for October 17, 2016 as presented.

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

AGAINST: None

ABSTAIN: Councilor Lund

Motion carried.

2) Discussion and possible action to approve Engagement Letter from Anne Elfrink, CPA for Agreed Upon Procedures for fiscal years ending June 30, 2017 and 2018, jointly with the Glenpool Utility Services Authority and Creek County Rural Water District II in accordance with the Agreement of Settlement and Release dated May 2015.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve Engagement Letter as presented for AUP for fiscal years ending June 30, 2017 and 2018.

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

AGAINST: None

Motion carried.

3) Discussion and possible action to request purchase of Public Safety Communication Equipment and Communication Services at a cost not to exceed \$1,116,872.37.

Chief Newton requested Council approval of proposals related to the purchase of updated public safety communications system.

MOTION: Councilor Agee moved, second by Councilor Lund to approve purchase of equipment and services, as presented at a cost not to exceed \$1,116,872.37.

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

AGAINST: None

Motion carried.

4) Discussion and possible action to approve Resolution No. 16-11-03 Of The City Of Glenpool, A Resolution Authorizing A Lease-Purchase Agreement For The Purpose Of Financing Public Safety Communication Equipment, With Government Capital Corporation In The Amount Of \$580,870 For A Five Year Term At A Fixed Interest Rate Of 2.90%.

This item was a follow-up to item 3 (above). Julie Casteen, Finance Director requested approval of Resolution No. 16-11-03 authorizing a five-year lease purchase agreement to finance the public safety communication equipment.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to approve Resolution No. 16-11-03 as presented.

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

AGAINST: None

Motion carried.

5) Discussion and possible action to approve Resolution No. 16-11-04 Of The City Of Glenpool, A Resolution Authorizing A Lease-Purchase Agreement For The Purpose Of Financing Public Safety Communication Equipment, With Government Capital Corporation In The Amount Of \$521,003 For A Twelve Year Term At A Fixed Interest Rate Of 3.65%.

This item was a follow-up to item 3 (above). Julie Casteen, Finance Director requested approval of Resolution No. 16-11-04 authorizing a twelve-year lease purchase agreement to finance the public safety communication infrastructure.

MOTION: Councilor Lund moved, second by Councilor Kearns to approve Resolution No. 16-11-04 as presented.

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

AGAINST: None

Motion carried.

- 6) **Discussion and possible action to approve Resolution No. 16-11-05 Of The City Of Glenpool, A Resolution Authorizing The City Of Glenpool To Enter Into A Certain Vehicle Lease-Purchase Agreement By And Between Oklahoma State Bank As The Lessor And The City Of Glenpool As The Lessee, For The Acquisition Of A Chevrolet Animal Control Truck From Hudiburg Auto Group.**

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve Resolution No. 16-11-05 authorizing the purchase of a replacement Animal Control vehicle through a forty-eight month lease-purchase agreement with Oklahoma State Bank in the amount of \$26,320 with a fixed interest rate of 1.98%.

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

AGAINST: None

Motion carried.

- 7) **Discussion and possible action to approve the acceptance of \$3,708 in funding from the Office of Justice Programs Bureau of Justice Assistance BVP program to be used for the purchase of twelve bullet-proof vests.**

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve the acceptance of \$3,708 in funding from the Office of Justice Programs Bureau of Justice Assistance BVP Program to be used for the purchase of twelve bullet-proof vests.

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

AGAINST: None

Motion carried.

- 8) **Discussion and possible action to adopt Resolution No. 16-11-01, A Resolution Of The City Council Of The City Of Glenpool Amending The 2016-2017 Annual Budget In Compliance With The Municipal Budget Act For The Purpose Of Appropriating \$1,128,192 In Lease Proceeds In The Public Safety Capital Improvement Fund, With An Increase Of \$1,101,872 To The Budget Of The Emergency Management Department For The Cost Of The Public Safety Communications System Upgrade, And An Increase Of \$26,320 To The Police Department For The Lease-Purchase Of An Animal Control Vehicle; And Appropriating An Additional \$3,708 To The General Fund Budget Of The Police Department For The Purchase Of Bulletproof Vests, Funded By \$3,708 From The Office Of Justice Programs Bureau Of Justice Assistance Bulletproof Vest Partnership; And Appropriating An Additional \$60 To The General Fund Budget Of The Police Department For The Purchase Of Police Equipment, Funded By A Donation From Katisha Nightingale.**

MOTION: Councilor Kearns moved, second by Vice-Mayor Ceesay to approve Resolution No. 16-11-01 as presented.

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

AGAINST: None

Motion carried.

9) Discussion and possible action to approve 2017 Meeting Calendar.

MOTION: Councilor Kearns moved, second by Councilor Agee to amend the meeting time to 6:00 p.m. and approve as amended.

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

AGAINST: None

Motion carried.

10) Discussion and possible action to approve Letter of Agreement between the City of Glenpool and Rolling Meadows Housing, LLC, and to accept deed of dedication from Rolling Meadows Housing, LLC. of an easement for the purpose of maintaining sanitary sewer facilities and improvements.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Lund to approve the proposed Letter of Agreement between the City and Rolling Meadows Housing, LLC and upon completion of the identified equipment upgrades accept the sanitary sewer improvements and easement Deed of Dedication.

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

AGAINST: None

Motion carried.

11) Discussion and possible action to approve the proposed Lease Agreement between the City of Glenpool and Tulsa County for the soccer field and related grounds located on a portion of the premises of the South County Recreational Facility at 13800 S. Peoria; authorize the Mayor to sign the same; and direct staff to proceed with the Capital Improvements Agreement for the proposed soccer fields and related amenities.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Agee to approve the Lease Agreement as presented, authorize the Mayor to sign it and direct staff to proceed with the Capital Improvements Agreement.

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

AGAINST: None

Motion carried.

12) Discussion and possible action to approve and adopt Resolution No. 16-11-02, A Resolution Of The City Of Glenpool, Oklahoma, Approving Participation With The State Of Oklahoma Department Of Transportation To Install Stop Signs Preliminary To The Installation Of Traffic Control Signalization At 151st Street and US Hwy 75.

MOTION: Councilor Kearns moved, second by Councilor Lund to approve Resolution No. 16-11-02 as presented.

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

AGAINST: None

Motion carried.

Mayor Fox declared a recess at 8:09 p.m. to convene into the subsequent scheduled Trust meetings before continuing to item 13 Executive Session. The meeting was reconvened at 8:29 p.m.

13) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, discipline, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, the midterm performance evaluation of the Glenpool City Manager as provided by Section 12.C. of the Fiscal Year 2016-2017 City Manager Employment Agreement.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to enter into Executive Session for the purpose stated above.

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

AGAINST: None

Motion carried.

14) Possible action to reconvene in Regular Session.

MOTION: Councilor Agee moved, second by Councilor Lund to reconvene in Regular Session.

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

AGAINST: None

Motion carried.

O) Adjournment.

- Meeting was adjourned at 9:52 p.m.

Date

Mayor

ATTEST:

City Clerk

**MINUTES
CITY COUNCIL MEETING
SPECIAL SESSION
November 22, 2016**

The Special 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, Patricia Agee, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor.

Staff present: Roger Kolman, City Manager; and Lowell Peterson, City Attorney

Also present was Alan Woodcock.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) The roll was called and Mayor Fox declared a quorum present.**
- C) Scheduled Business**
- 1) Discussion and possible action to select three nominees to serve as members-at-large on the forthcoming TIF District Review Committee, selected from the following list of seven names submitted by Councilor Brandon Kearns, as the City Council representative and Chair of the Review Committee:**
- Earl Henry
David Freeland
Alan Woodcock
Don Keeman
Joey Kelley
Marvin Manns
Oscar Pound**
- MOTION:** Councilor Kearns moved, second by Councilor Agee to submit the seven names identified (above) to the TIF District Review Committee, with the City Council nominees indicated as follows: Earl Henry, Alan Woodcock, and Oscar Pound.
- FOR:** Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns
- AGAINST:** None
- Motion carried.**
- D) Adjournment.**
- Meeting was adjourned at 6:10 p.m.

Date

Mayor

ATTEST:

City Clerk

**MINUTES
CITY COUNCIL MEETING
SPECIAL SESSION
November 28, 2016**

The Special Session of the Glenpool City Council was held at Glenpool Conference Center, 1st Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Brandon Kearns, Councilor and Jacqueline Triplett-Lund, Councilor were absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; and Susan White, City Clerk

Also present were Gary Mitchell and Randall Anderson with Kendig Keast Collaborative; Carolyn Back and Jim Beach with Wallace Engineering.

- A) Mayor Fox called the meeting to order at 6:46 p.m.**
- B) The roll was called and Mayor Fox declared a quorum present.**
- C) Scheduled Business**

Mayor Fox declared that the order of the agenda would be modified to proceed with business related to Item 2 then devote the remainder of the meeting to Item 1.

- 1) Community Outreach Workshop, facilitated by Kendig Keast Collaborative for the purpose of soliciting public input into the City of Glenpool Comprehensive Plan revision process.**

Gary Mitchell facilitated discussion among the audience and presented a slide show concerning the Comprehensive Plan revision process.

- 2) Discussion and possible action to authorize payment of delinquent ad valorem tax bills in the amount of \$5,069.37, including principal, interest and penalties, accrued on property located at 14522 S. Broadway, Glenpool, OK, known as the Glenpool Area Emergency Medical Services District ambulance facility, as directed by judgement of the Tulsa County District Court in a certain foreclosure action, such accrued tax bills having been left unpaid by the previous mortgagor of the premises, subject to a lien in favor of mortgagee City of Glenpool, and constituting a senior lien on the premises, which lien the City of Glenpool now wishes to discharge.**

Lowell Peterson, City Attorney recommended Council authorize payment of delinquent ad valorem taxes as part of the foreclosure action to regain ownership of the property located at 14522 S. Broadway, Glenpool, OK.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to authorize payment of delinquent ad valorem taxes in the amount of \$5,069.37 accrued on property located at 14522 S/ Broadway, Glenpool, OK, currently known as the GEMS ambulance facility.

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

AGAINST: None

ABSENT: Councilor Lund; Councilor Kearns

Motion carried.

- D) Adjournment.**

- Meeting was adjourned at 8:26 p.m.

Date

Mayor

ATTEST:

City Clerk

CITY OF GLENPOOL ORDINANCE NO.726

AN ORDINANCE THAT: (A) LEVIES AND ASSESSES AN EXCISE (USE) TAX OF TWENTY-SIX HUNDREDTHS OF ONE PERCENT (0.26%) OF THE PURCHASE PRICE UPON THE STORAGE, USE OR CONSUMPTION OF TANGIBLE PERSONAL PROPERTY THAT IS PURCHASED OUTSIDE THE STATE OF OKLAHOMA AND USED, STORED OR OTHERWISE CONSUMED WITHIN THE CITY OF GLENPOOL, IN ADDITION TO AND AT A RATE EQUIVALENT TO SALES TAXES LEVIED AND ASSESSED IN ACCORDANCE WITH CITY OF GLENPOOL ORDINANCE NO. 716, AS ADOPTED BY THE CITY OF GLENPOOL CITY COUNCIL ON MARCH 7, 2016, AND APPROVED BY A MAJORITY OF THE REGISTERED, QUALIFIED VOTERS OF THE CITY OF GLENPOOL AT A SPECIAL ELECTION HELD FOR THAT PURPOSE IN THE CITY OF GLENPOOL ON APRIL 5, 2016; (B) ESTABLISHES PURPOSES FOR WHICH REVENUES COLLECTED UNDER THIS ORDINANCE MAY BE EXPENDED; (C) PROVIDES FOR SUCH USE TAX TO COMMENCE ON JANUARY 1, 2017; (D) PROVIDES FOR THE DURATION OF SUCH USE TAX TO BE UNTIL THE SALES TAX LEVIED AND ASSESSED IN ACCORDANCE WITH SAID ORDINANCE NO. 716 SHALL BE AMENDED OR REPEALED BY THE VOTERS OF THE CITY; (E) PROVIDES FOR EXEMPTIONS THERETO; (F) PROVIDES FOR COLLECTION OF TAX BY RETAILER OR VENDOR MAINTAINING A PLACE OF BUSINESS WITHIN THE STATE OF OKLAHOMA OR BOTH WITHIN AND WITHOUT THE STATE OF OKLAHOMA; (G) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH USE TAX AND PENALTIES FOR THE FAILURE TO DO SO; (H) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF SAID ORDINANCE; AND (I) DECLARES AN EMERGENCY

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

SECTION 1. CITATION AND CODIFICATION. This Ordinance shall be known and may be cited as "City of Glenpool Use Tax Ordinance No. 726 of 2016."

SECTION 2. AUTHORITY TO LEVY AND ASSESS USE TAX IN ADDITION TO STATE USE TAX.

- A. Pursuant to Section 1411 of the Oklahoma Use Tax Code, Title 68, Oklahoma Statutes, Sections 1401 through 1411, as amended, there is hereby levied, in addition to all other taxes in effect in the City of Glenpool, Oklahoma, and there shall be paid by every person using, storing or consuming tangible personal property within the

City of Glenpool, an excise tax on such use, storage, or consumption of tangible personal property purchased outside the State of Oklahoma and brought into the City of Glenpool at the rate of twenty-six hundredths of one percent (0.26%) of the purchase price of such tangible personal property.

- B. This authorization to levy and impose a municipal use tax shall be in addition to the State use tax levied by Section 1402 of the Oklahoma Use Tax Code.
- C. Such tax shall be paid by every person using, storing or consuming, within the City of Glenpool, tangible personal property purchased or brought into the City of Glenpool; *provided that* the tax levy imposed by this Ordinance shall not be levied against tangible personal property intended solely for use outside the City of Glenpool, but which is stored in the City of Glenpool pending shipment outside the City or which is temporarily retained in the City for the purpose of fabrication, repair, testing, alteration, maintenance or other service.
- D. The use tax levied pursuant to this Ordinance shall be paid at the time of importation or storage of the property within the City, *provided that* this use tax shall be assessed only upon property purchased outside the State of Oklahoma.
- E. Any person liable for payment of the use tax levied by this Ordinance may deduct from such tax any City of Glenpool municipal sales tax previously paid on such goods or services. However, the amount deducted shall not exceed the amount that would have been due if the use tax imposed by the City of Glenpool had been levied on the sale of such goods or services

SECTION 3. DEFINITIONS. In addition to such definitions of words, terms or phrases adopted in the text of this Ordinance, the definitions of words, terms or phrases contained in the Oklahoma Use Tax Code, Title 68, Oklahoma Statutes, Sections 1401 through 1411, as amended, are hereby adopted by reference and made a part of this Ordinance.

SECTION 4. TAX COLLECTOR DEFINED. The term "Tax Collector" as used herein means, as applicable, the department of the City government or the Oklahoma Tax Commission duly designated according to contract pursuant to Section 2702 of Title 68 of the Oklahoma Statutes, as amended, and authorized by law to assess, collect and enforce administer the collection of the use tax hereby levied and remit the same to the City of Glenpool.

SECTION 5. CLASSIFICATION OF TAXPAYERS. For the purpose of this Ordinance, the classification of taxpayers hereunder shall be as prescribed by State law for purposes of the Oklahoma Use Tax Code.

SECTION 6. STATE PERMITS. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to Section 1364 of the Oklahoma Streamlined Sales and Use Tax Act, Title 68, Oklahoma Statutes, Sections 1354.14 through 1377, as amended, are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

SECTION 7. PURPOSE OF REVENUES. Pursuant to Section 2701 of Title 68 of the Oklahoma Statutes, the use tax levied and assessed under this Ordinance shall be used

by the City of Glenpool for such general and special purposes of municipal government as the Oklahoma Legislature may levy and collect for purposes of State government, subject to any applicable statutory limitations or exemptions.

SECTION 8. EFFECTIVE DATE AND TERM OF TAX. The twenty-six hundredths of one percent (.26%) sales use tax hereby levied, shall take effect on January 1, 2017, being the same date that the twenty-six hundredths of one percent (0.26%) sales levied in accordance with City of Glenpool Ordinance No. 716 shall go into effect and being the first day of a calendar quarter, and shall be and remain in effect thereafter until such time as Ordinance No. 716, levying and assessing the equivalent sales tax, is repealed by a vote of the electors of the City at an election held for such purpose.

SECTION 9. EXEMPTIONS. There are hereby specifically exempted from the use tax levied by this Ordinance all items that are exempt from State use tax under Section 1404 of the Oklahoma Use Tax Code, including without limitation the use of tangible personal property specifically exempted from taxation under the Oklahoma Sales Tax Code.

SECTION 10. TAX DUE DATE - RETURNS - RECORDS. The tax levied hereunder shall be due and payable to the Tax Collector at the time and in the manner and form prescribed for payment of the State use tax under the Oklahoma Use Tax Code, to include without limitation Section 1405 of the Oklahoma Use Tax Code.

SECTION 11. TAX CONSTITUTES DEBT. Taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors, and may be collected by suit in the same manner as any other debt.

SECTION 12. RETAILER'S OR VENDOR'S DUTY TO COLLECT TAX. Except as otherwise provided by any section of the Oklahoma Use Tax Code, every retailer or vendor maintaining places of business both within and without the State of Oklahoma and making sales of tangible, personal property from a place of business outside the State of Oklahoma for use, storage or consumption in the City of Glenpool shall, at the time of making such sales, collect the use tax levied by this Ordinance No. 726 from the purchaser and give to the purchaser a receipt therefor in the manner and form prescribed by the Oklahoma Tax Commission if the Tax Commission shall, by regulation, require such receipt. Each such retailer or vendor shall list with the Oklahoma Tax Commission the name and address of all the retailer's or vendor's agents operating in the City of Glenpool and location of any and all distribution or sales houses or other places of business in said City. Such retailer or vendor shall not collect the use tax levied by this Ordinance from a qualified purchaser who holds a direct payment permit issued pursuant to Section 1364.1 of the Streamlined Sales and Use Tax Administration Act, subject to such regulations and agreements as the Tax Commission may prescribe.

SECTION 13. REVOCATION OF PERMIT FOR NON-COMPLIANCE. Whenever any retailer or vendor not maintaining a place of business in the State of Oklahoma, or both within and without this State, and authorized to collect the tax herein levied, fails to comply with any of the provisions of this Ordinance or the Oklahoma Use Tax Code or any order, rules or regulations of the Tax Commission, the Tax Commission may, upon notice and hearing

as provided for in Section 1408 of the Oklahoma Sales Tax Code, by order revoke the use tax permit, if any, issued to such retailer or vendor, and if any such retailer or vendor is a corporation authorized to do business in this State may, after notice and hearing above provided, cancel said corporation's license to do business in this State and shall issue a new license only when such corporation has complied with the obligations under this Ordinance, the Oklahoma Use Tax Code, or any order, rules or regulations of the Tax Commission.

SECTION 14. RETURNS AND REMITTANCES - DISCOUNTS. Returns and remittances of the tax hereby levied and collected shall be made to the Tax Collector at the time and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Use Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Use Tax Code for collection of State use tax.

SECTION 15. INTEREST AND PENALTIES - DELINQUENCY. The provisions of Title 68, Oklahoma Statutes, Section 217, as amended, and of Title 68, Oklahoma Statutes, Sections 1401, *et seq.*, as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the use tax levied by this Ordinance; *provided that*, the failure or refusal of any taxpayer to make and transmit the reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five days, the taxpayer shall forfeit his claim to any discount allowed under this Ordinance.

SECTION 16. WAIVER OF INTEREST AND PENALTIES. The interest or penalty or any portion thereof accruing by reason of a taxpayer's failure to pay the City's use tax herein levied may be waived or remitted in the same manner as provided for such waiver or remittance as applied in administration of the State sales tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and, to accomplish the purposes of this Section 16, the applicable provisions of such Section 220 are hereby adopted by reference and made a part of this Ordinance.

SECTION 17. ERRONEOUS PAYMENTS - CLAIM FOR REFUND. **Refund of** erroneous payment of the City use tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedure, and under the same limitations of time, as provided for administration of the State use tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this Section, the applicable provisions of such Section 227 are hereby adopted by reference and made a part of this Ordinance.

SECTION 18. FRAUDULENT RETURNS. In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose for avoiding or escaping payment for any tax or portion thereof rightfully due under this Ordinance shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

SECTION 19. RECORDS CONFIDENTIAL. The confidential and privileged nature of the records and files concerning the administration of the City use tax is legislatively

recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, are hereby adopted by reference and made fully effective and applicable to administration of the City use tax as if here set forth fully herein.

SECTION 20. PROVISIONS CUMULATIVE. The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

SECTION 21. PROVISIONS SEVERABLE. The provisions of this Ordinance are hereby declared to be severable and, if any section, subsection, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by any court of competent jurisdiction such decision shall not affect any other section, subsection, paragraph, sentence or clause hereof.

SECTION 22. AMENDMENTS. The City Council of the City of Glenpool may, by subsequent ordinances duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing Ordinance No. 717 or this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax herein provided, nor the term, nor the purpose of the tax herein provided, shall be changed without a corresponding change of Ordinance No. 717 effected by approval by the qualified electors of the City as provided by law.

SECTION 23. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed and of no effect.

SECTION 24. An emergency is declared and the effective date of this Ordinance is set by separate action.

PASSED AND APPROVED by the City Council of the City of Glenpool this 13th day of December 2016.

Timothy Lee Fox, Mayor

ATTEST:

[SEAL]

Susan White, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

Lowell L. Peterson, City Attorney

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of Ordinance No. 726 is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, and to ensure that they received the benefits of taxes levied and collected thereunder on its effective date of January 1, 2017, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 13th day of December 13, 2016.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

CITY OF GLENPOOL ORDINANCE NO.727

AN ORDINANCE THAT: (A) LEVIES AND ASSESSES AN EXCISE (USE) TAX OF TWENTY-NINE HUNDREDTHS OF ONE PERCENT (0.29%) OF THE PURCHASE PRICE UPON THE STORAGE, USE OR CONSUMPTION OF TANGIBLE PERSONAL PROPERTY THAT IS PURCHASED OUTSIDE THE STATE OF OKLAHOMA AND USED, STORED OR OTHERWISE CONSUMED WITHIN THE CITY OF GLENPOOL, IN ADDITION TO AND AT A RATE EQUIVALENT TO SALES TAXES LEVIED AND ASSESSED IN ACCORDANCE WITH CITY OF GLENPOOL ORDINANCE NO. 715, AS ADOPTED BY THE CITY OF GLENPOOL CITY COUNCIL ON MARCH 7, 2016, AND APPROVED BY A MAJORITY OF THE REGISTERED, QUALIFIED VOTERS OF THE CITY OF GLENPOOL AT A SPECIAL ELECTION HELD FOR THAT PURPOSE IN THE CITY OF GLENPOOL ON APRIL 5, 2016; (B) ESTABLISHES PURPOSES FOR WHICH REVENUES COLLECTED UNDER THIS ORDINANCE MAY BE EXPENDED; (C) PROVIDES FOR SUCH USE TAX TO COMMENCE ON JANUARY 1, 2017; (D) PROVIDES FOR THE DURATION OF SUCH USE TAX TO BE UNTIL THE SALES TAX LEVIED AND ASSESSED IN ACCORDANCE WITH SAID ORDINANCE NO. 715 SHALL BE AMENDED OR REPEALED BY THE VOTERS OF THE CITY; (E) PROVIDES FOR EXEMPTIONS THERETO; (F) PROVIDES FOR COLLECTION OF TAX BY RETAILER OR VENDOR MAINTAINING A PLACE OF BUSINESS WITHIN THE STATE OF OKLAHOMA OR BOTH WITHIN AND WITHOUT THE STATE OF OKLAHOMA; (G) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH USE TAX AND PENALTIES FOR THE FAILURE TO DO SO; (H) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF SAID ORDINANCE; AND (I) DECLARES AN EMERGENCY

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

SECTION 1. CITATION AND CODIFICATION. This Ordinance shall be known and may be cited as "City of Glenpool Use Tax Ordinance No. 727 of 2016."

SECTION 2. AUTHORITY TO LEVY AND ASSESS USE TAX IN ADDITION TO STATE USE TAX.

- A. Pursuant to Section 1411 of the Oklahoma Use Tax Code, Title 68, Oklahoma Statutes, Sections 1401 through 1411, as amended, there is hereby levied, in addition to all other taxes in effect in the City of Glenpool, Oklahoma, and there shall be paid by every person using, storing or consuming tangible personal

property within the City of Glenpool, an excise tax on such use, storage, or consumption of tangible personal property purchased outside the State of Oklahoma and brought into the City of Glenpool at the rate of twenty-nine hundredths of one percent (0.29%) of the purchase price of such tangible personal property.

- B. This authorization to levy and impose a municipal use tax shall be in addition to the State use tax levied by Section 1402 of the Oklahoma Use Tax Code.
- C. Such tax shall be paid by every person using, storing or consuming, within the City of Glenpool, tangible personal property purchased or brought into the City of Glenpool; *provided that* the tax levy imposed by this Ordinance shall not be levied against tangible personal property intended solely for use outside the City of Glenpool, but which is stored in the City of Glenpool pending shipment outside the City or which is temporarily retained in the City for the purpose of fabrication, repair, testing, alteration, maintenance or other service.
- D. The use tax levied pursuant to this Ordinance shall be paid at the time of importation or storage of the property within the City, *provided that* this use tax shall be assessed only upon property purchased outside the State of Oklahoma.
- E. Any person liable for payment of the use tax levied by this Ordinance may deduct from such tax any City of Glenpool municipal sales tax previously paid on such goods or services. However, the amount deducted shall not exceed the amount that would have been due if the use tax imposed by the City of Glenpool had been levied on the sale of such goods or services

SECTION 3. DEFINITIONS. In addition to such definitions of words, terms or phrases adopted in the text of this Ordinance, the definitions of words, terms or phrases contained in the Oklahoma Use Tax Code, Title 68, Oklahoma Statutes, Sections 1401 through 1411, as amended, are hereby adopted by reference and made a part of this Ordinance.

SECTION 4. TAX COLLECTOR DEFINED. The term "Tax Collector" as used herein means, as applicable, the department of the City government or the Oklahoma Tax Commission duly designated according to contract pursuant to Section 2702 of Title 68 of the Oklahoma Statutes, as amended, and authorized by law to assess, collect and enforce administer the collection of the use tax hereby levied and remit the same to the City of Glenpool.

SECTION 5. CLASSIFICATION OF TAXPAYERS. For the purpose of this Ordinance, the classification of taxpayers hereunder shall be as prescribed by State law for purposes of the Oklahoma Use Tax Code.

SECTION 6. STATE PERMITS. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to Section 1364 of the Oklahoma Streamlined Sales and Use Tax Act, Title 68, Oklahoma Statutes, Sections 1354.14 through 1377, as amended, are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

SECTION 7. PURPOSE OF REVENUES. Pursuant to Section 2701 of Title 68 of the Oklahoma Statutes, the use tax levied and assessed under this Ordinance shall be used by the City of Glenpool for such general and special purposes of municipal government as the Oklahoma Legislature may levy and collect for purposes of State government, subject to any applicable statutory limitations or exemptions.

SECTION 8. EFFECTIVE DATE AND TERM OF TAX. The twenty-nine hundredths of one percent (.29%) use tax hereby levied, shall take effect on January 1, 2017, being the same date that the twenty-nine hundredths of one percent (0.29%) sales levied in accordance with City of Glenpool Ordinance No. 716 shall go into effect and being the first day of a calendar quarter, and shall be and remain in effect thereafter until such time as Ordinance No. 715, levying and assessing the equivalent sales tax, is repealed by a vote of the electors of the City at an election held for such purpose.

SECTION 9. EXEMPTIONS. There are hereby specifically exempted from the use tax levied by this Ordinance all items that are exempt from State use tax under Section 1404 of the Oklahoma Use Tax Code, including without limitation the use of tangible personal property specifically exempted from taxation under the Oklahoma Sales Tax Code.

SECTION 10. TAX DUE DATE - RETURNS - RECORDS. The tax levied hereunder shall be due and payable to the Tax Collector at the time and in the manner and form prescribed for payment of the State use tax under the Oklahoma Use Tax Code, to include without limitation Section 1405 of the Oklahoma Use Tax Code.

SECTION 11. TAX CONSTITUTES DEBT. Taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors, and may be collected by suit in the same manner as any other debt.

SECTION 12. RETAILER'S OR VENDOR'S DUTY TO COLLECT TAX. Except as otherwise provided by any section of the Oklahoma Use Tax Code, every retailer or vendor maintaining places of business both within and without the State of Oklahoma and making sales of tangible, personal property from a place of business outside the State of Oklahoma for use, storage or consumption in the City of Glenpool shall, at the time of making such sales, collect the use tax levied by this Ordinance No. 727 from the purchaser and give to the purchaser a receipt therefor in the manner and form prescribed by the Oklahoma Tax Commission if the Tax Commission shall, by regulation, require such receipt. Each such retailer or vendor shall list with the Oklahoma Tax Commission the name and address of all the retailer's or vendor's agents operating in the City of Glenpool and location of any and all distribution or sales houses or other places of business in said City. Such retailer or vendor shall not collect the use tax levied by this Ordinance from a qualified purchaser who holds a direct payment permit issued pursuant to Section 1364.1 of the Streamlined Sales and Use Tax Administration Act, subject to such regulations and agreements as the Tax Commission may prescribe.

SECTION 13. REVOCATION OF PERMIT FOR NON-COMPLIANCE. Whenever any retailer or vendor not maintaining a place of business in the State of Oklahoma,

or both within and without this State, and authorized to collect the tax herein levied, fails to comply with any of the provisions of this Ordinance or the Oklahoma Use Tax Code or any order, rules or regulations of the Tax Commission, the Tax Commission may, upon notice and hearing as provided for in Section 1408 of the Oklahoma Sales Tax Code, by order revoke the use tax permit, if any, issued to such retailer or vendor, and if any such retailer or vendor is a corporation authorized to do business in this State may, after notice and hearing above provided, cancel said corporation's license to do business in this State and shall issue a new license only when such corporation has complied with the obligations under this Ordinance, the Oklahoma Use Tax Code, or any order, rules or regulations of the Tax Commission.

SECTION 14. RETURNS AND REMITTANCES - DISCOUNTS. Returns and remittances of the tax hereby levied and collected shall be made to the Tax Collector at the time and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Use Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Use Tax Code for collection of State use tax.

SECTION 15. INTEREST AND PENALTIES - DELINQUENCY. The provisions of Title 68, Oklahoma Statutes, Section 217, as amended, and of Title 68, Oklahoma Statutes, Sections 1401, *et seq.*, as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the use tax levied by this Ordinance; *provided that*, the failure or refusal of any taxpayer to make and transmit the reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five days, the taxpayer shall forfeit his claim to any discount allowed under this Ordinance.

SECTION 16. WAIVER OF INTEREST AND PENALTIES. The interest or penalty or any portion thereof accruing by reason of a taxpayer's failure to pay the City's use tax herein levied may be waived or remitted in the same manner as provided for such waiver or remittance as applied in administration of the State sales tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and, to accomplish the purposes of this Section 16, the applicable provisions of such Section 220 are hereby adopted by reference and made a part of this Ordinance.

SECTION 17. ERRONEOUS PAYMENTS - CLAIM FOR REFUND. Refund of erroneous payment of the City use tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedure, and under the same limitations of time, as provided for administration of the State use tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this Section, the applicable provisions of such Section 227 are hereby adopted by reference and made a part of this Ordinance.

SECTION 18. FRAUDULENT RETURNS. In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose for avoiding or escaping payment for any tax or portion thereof rightfully due under this

Ordinance shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

SECTION 19. RECORDS CONFIDENTIAL. The confidential and privileged nature of the records and files concerning the administration of the City use tax is legislatively recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, are hereby adopted by reference and made fully effective and applicable to administration of the City use tax as if here set forth fully herein.

SECTION 20. PROVISIONS CUMULATIVE. The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

SECTION 21. PROVISIONS SEVERABLE. The provisions of this Ordinance are hereby declared to be severable and, if any section, subsection, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by any court of competent jurisdiction such decision shall not affect any other section, subsection, paragraph, sentence or clause hereof.

SECTION 22. AMENDMENTS. The City Council of the City of Glenpool may, by subsequent ordinances duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing Ordinance No. 715 or this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax herein provided, nor the term, nor the purpose of the tax herein provided, shall be changed without a corresponding change of Ordinance No. 715 effected by approval by the qualified electors of the City as provided by law.

SECTION 23. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed and of no effect.

SECTION 24. An emergency is declared and the effective date of this Ordinance is set by separate action.

PASSED AND APPROVED by the City Council of the City of Glenpool this 13th day of December 2016.

Timothy Lee Fox, Mayor

ATTEST:

[SEAL]

Susan White, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

Lowell L. Peterson, City Attorney

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of Ordinance No. 727 is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, and to ensure that they received the benefits of taxes levied and collected thereunder on its effective date of January 1, 2017, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 13th day of December 13, 2016.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



MEMORANDUM

**TO: HONORABLE MAYOR, CITY COUNCIL,
AND GUSA BOARD OF TRUSTEES**

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

**RE: ACCEPTANCE of CONSTRUCTION CONTRACT CHANGE ORDER
REQUEST NO. 3: GOINS ENTERPRISES, INC. – GLENPOOL WATER
STORAGE TOWER PROJECT**

DATE: DECEMBER 7, 2016

BACKGROUND

This item is for City Council and Glenpool Utility Services Authority Board of Trustees consideration and action regarding the review and approval of a construction Contract Change Order request submitted by Goins Enterprises, Inc. in the amount of **(\$8,979.00)**. This request identifies and covers a series of final unit cost deductions resulting from the close-out tabulation performed by Cowan Group Engineering and City Staff on the completed Vision 2025 water tower and waterline improvement project. The attached change order request itemizes and tabulates the various contract credits involved with the final project accounting. As noted, the items shown in red are the credited amounts being deducted from the current total contract amount. Note that the original Contract Price for the project was \$2,202,414.00. Change Orders 1 & 2 previously approved during the construction of the project raised the original Contract Price to \$2,230,995.00. Change Order No. 3 will lower that total to \$2,222,016.00 or \$19,602.00 more than the original Contract Price. That overall net change amount equals 0.9% of the original Contract Price.

Recommendation:

Staff recommends approval of Construction Change Order Request No. 3 that decreases the final Contract Price \$8,979.00 resulting in a final Contract Price of \$2,222,016.00.

Attachments:

- A. Goins Enterprises, Inc.: Contract Change Order Request No. 3

CONTRACT CHANGE ORDER

Change Order No.:	#03	Engineer:	Cowan Group Engineering, LLC
Date:	December 7, 2016	Address:	5416 S. Yale, Suite 210
Bid Number:	GLP-15001		Tulsa, OK 74135
		Phone:	918.949.6171
Project Name:	Glenpool Water System Improvements	Email:	russ@cowangroup.co
	Glenpool, OK		
Contractor:	Goins Enterprises Inc.	Owner (Grantor):	City of Glenpool & GUSA
Address:	3255 N. County Lane 252	Address:	12205 S. Yukon Ave.
	Joplin, MO 64801		Glenpool, OK 74033
Phone:	1.417.659.6082	Phone:	918.322.5409
Email:	contact@goinsent.com	Email:	lburrow@cityofglenpool.com

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS

C.O. ITEM	PAY REQ. ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Pay Item Quantity Adjustment							
1	6	Seeding Method A	AC	\$19,500.00	0	0.26	\$5,070.00
2	24	Fire Hydrant Extension - 6"	EA	\$650.00	1	0	(\$650.00)
3	48(B)	Raise Water Valve Nut	VF	\$50.00	4	0	(\$200.00)
4	50	8" Check Valve, RJ	EA	\$6,600.00	3.00	2	(\$6,600.00)
5	53	8" 90 Degree Bend, RJ	EA	\$1,300.00	4	3	(\$1,300.00)
6	62	Seeding Method A	AC	\$19,500.00	0	0.20	\$3,900.00
7	68	12" 45 Degree Bend, RJ	EA	\$1,600.00	8	4	(\$6,400.00)
8	73	12"x8" Reducer, RJ	EA	\$1,600.00	1	0	(\$1,600.00)
9	74(A)	Raise Water Valve Nut	VF	\$50.00	8	3	(\$250.00)
10	75(A)	Fire Hydrant Extension - 24"	EA	\$949.00	1	0	(\$949.00)
							\$0.00
							\$0.00
Net Change Order Amount							(\$8,979.00)
Original Contract Amount							\$2,202,414.00
Total of Previous Change Order(s)							\$28,581.00
Total Contract Amount To Date							\$2,222,016.00

This Change Order No Change Contract Time by 0 Days
(Adjusted Completion Date: November 11, 2016)

Description:

This change order is being processed to adjust the total contract amount for the acknowledged final quantity adjustments. All of the items are adjustments to bid pay items. As all of the items were bid pay items, there is no adjustment to the amount of Change Order Pay Item Quantities per the Oklahoma Competitive Bid Act Section 121.B. The pay items added to the project scope of work per previous Change Orders that were not bid were valued at \$37,648.00 which represents an adjustment of 1.71% from the contract bid amount.

CONTRACT CHANGE ORDER

Change Order No.: #03
Date: December 7, 2016
Bid Number: GLP-15001
Project Name: Glenpool Water System Improvements

RECOMMENDED:		Cowan Group Engineering, LLC
	Engineer Signature	Engineer
BY:	Russell K. Fischer	Project Engineer
	Printed Name	Title
		<u>12/07/2016</u>
		Date
ACCEPTED:		Goins Enterprises Inc.
	Contractor Signature	Contractor
BY:	Carrie Goins	President
	Printed Name	Title
		<u>12/07/2016</u>
		Date
APPROVED:		City of Glenpool
	Owner Signature	Owner
BY:		
	Printed Name	Title
		Date
APPROVED:		Glenpool Utility Services Authority (GUSA)
	Owner Signature	Owner
BY:		
	Printed Name	Title
		Date

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: December 13, 2016
Subject: Second Amended Interlocal Agreement Creating the Regional 9-1-1 Board

Background:

The Interlocal Agreement creating the Regional 9-1-1 Board (the "Agreement") was approved by the Attorney General on June 19, 2006.

The Indian Nations Council Of Governments (INCOG), under the Oklahoma 9-1-1 Management Act in Title 63 of the Oklahoma Statutes as an organization created by interlocal agreement for the purpose of sharing public safety answering point duties and whose members are municipal governments, has been designated since May 2008 as the Regional 9-1-1 Board for administration of the 9-1-1 Master Service Agreement under which AT&T Oklahoma provides equipment and related 9-1-1 emergency call services for Rogers County, the cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa, and the Town of Skiatook.

In 2009, the Interlocal Agreement was first amended to include Bixby as a member and to make certain changes to the cost allocation and annual budget deadlines. On September 7, 2016, the Regional 9-1-1 Board voted to include Broken Arrow, Oklahoma as a member. The proposed Second Amended Interlocal Agreement recognizes that action. The cost allocation formula for Broken Arrow and Rogers County is also amended to reflect the agreement of all the parties. Specifically, the Board has agreed that all members of the Regional Board share proportionally to their population in the cost of the 9-1-1 network, which enables the regional interoperability between the parties. All member parties *except Broken Arrow and Rogers County* also share proportionally in other 9-1-1 related costs including equipment, database, end office trunks, selective routing, Phase II and other charges not related to the network. Broken Arrow and Rogers County each pay 100 percent of those charges attributable to each of their 9-1-1 centers.

Staff Recommendation:

Staff recommends that the Council approve the attached Second Amended Interlocal Agreement Creating the Regional 9-1-1 Board.

Attachments:

- Second Amended Interlocal Agreement Creating the Regional 9-1-1 Board

SECOND AMENDED INTERLOCAL AGREEMENT

The Interlocal Agreement creating the Regional 9-1-1 Board (the "Agreement") was approved by the Attorney General on June 19, 2006. In 2009, this Agreement was first amended to include Bixby as a member and to make certain changes to the cost allocation and annual budget deadlines.

On September 7, 2016, the Regional 9-1-1 Board voted to include Broken Arrow, Oklahoma as a member. The cost allocation formula for both Broken Arrow and Rogers County is amended here to reflect the agreement of all the parties.

In consideration of mutual promises herein contained, the First Amended Interlocal Agreement is hereby amended by striking the entire agreement and substituting the following:

THIS AGREEMENT is entered into by and among the following parties:

City of Bixby	City of Owasso
City of Broken Arrow	City of Sand Springs
City of Claremore	City of Sapulpa
City of Collinsville	City of Skiatook
City of Glenpool	City of Tulsa
City of Jenks	Rogers County
(hereafter "Members")	

WHEREAS pursuant to 74 O.S. §1001 et seq., the Members are authorized to enter into an Interlocal Agreement for the purpose of jointly cooperating for their mutual advantage; and

WHEREAS the Members desire to share in the costs of 9-1-1-related equipment, networking and database services in order to save money and enhance interoperability in case of a mass emergency,

THEREFORE, in consideration of the mutual obligations and benefits described herein, the parties hereby enter into this Agreement as follows.

I. REGIONAL 9-1-1 BOARD CREATED

A. There is hereby created by this Agreement a Board to be known as the Regional 9-1-1 Board, (Board) consisting of duly appointed representatives from each of the Members. The Board shall have the powers and duties outlined below. Quorum, voting procedures, representation on the Board, attendance, minutes of the meeting, officers, terms of office, committees, and all other operational issues shall be specifically regulated in the by-laws of the Board, which must be approved by the Board by a majority vote of the Members. A representative of the Indian Nations Council of Governments (INCOG) shall be a nonvoting member of the Board.

B. The Board shall designate the time and place of all meetings, which shall be held no less frequently than quarterly and which shall be conducted in compliance with the Oklahoma Open Meetings Act.

II. PURPOSE

A. The purpose of the Regional 9-1-1 Board shall be to cooperate in the efficient administration of all 9-1-1 related duties in the jurisdictions represented by the Members. The Board shall procure 9-1-1 equipment and services in order to receive and to route correctly 9-1-1 calls to the appropriate jurisdiction. Costs for the purchase and on-going use of that equipment and services shall be shared among the Members in the manner more specifically set out below.

B. Each Member, not the Board, will be responsible for the daily operation of its 9-1-1 center, the delivery of 9-1-1 services, and interacting with vendors regarding equipment or service problems in its 9-1-1 center.

C. The Members may also share administrative, monitoring, mapping, addressing, database maintenance, training or other functions as the Board recommends from time to time, in a manner more specifically set out in a memorandum of understanding.

D. The Board may also share information on legislative policy and best practices with its Members, jurisdictions that subcontract with Members for 9-1-1 services, and representatives of other jurisdictions attending Board meetings.

III. PAYMENT OF COSTS

A. Each Member shall pay its share of equipment and other agreed-to costs in the manner set out in the Annual Budget adopted by the Board.

B. Members agree to make monthly payments to the Board, c/o INCOG, for its share of the total costs of maintaining the regional 9-1-1 system as calculated by the annual budget. Payments shall be mailed or delivered to the authorized notice address for the Board.

C. The Board will revise its population calculations, cost sharing proportions and cost allocation formula annually, using population estimates provided by INCOG.

D. Nothing in this Agreement imposes or implies any duty for any Member to indemnify the Board or any other Member or to contribute more than its agreed upon share as outlined in this Agreement or in a memorandum of understanding entered into by the Members.

IV. MEMORANDA OF UNDERSTANDING

The Members may, from time to time, agree to share other 9-1-1-related duties including, but not limited to contract administration, contract monitoring, mapping, addressing, training or other administrative duties. The Board may recommend memoranda of understanding setting forth the additional duties, the proposed proportional cost and terms for cost sharing, however, no Member shall be obligated to participate in or to pay for additional duties until it has approved each memorandum of understanding and its governing body has appropriated sufficient funds to pay the additional costs.

V. BUDGETING

On or before March 1, the Board shall adopt by resolution a proposed budget for the upcoming fiscal year. The budget shall include revised population estimates for the upcoming year, an itemization of annual equipment costs, an itemization of each jurisdiction's proportional share of the equipment costs, a detailed explanation for any and all additional costs to be shared during the upcoming fiscal year, and the proportional share of those costs attributable to each jurisdiction.

As of the date of this Agreement, the Board has agreed that all parties share proportionally in the cost of the 9-1-1 network, which enables the regional interoperability between the parties. All parties with the exception of Broken Arrow and Rogers County also share proportionally in other 9-1-1 related costs including equipment, database, end office trunks, selective routing, Phase II and other charges not related to the network. Broken Arrow and Rogers County each pay 100 percent of those charges that are attributable to each of their 9-1-1 centers.

VI. DUTIES OF THE BOARD

A. The duties of the Board shall include the following:

1. Procure 9-1-1 equipment and services.
2. Enter into contracts with vendors for the delivery of 9-1-1 equipment or services.
3. Monitor contract performance by vendors.
4. Regularly provide information on performance by vendors, equipment and services.

5. Calculate and review cost allocations to assure fair and accurate distribution of costs among Members.
6. Resolve all disputes among Members regarding cost allocations.
7. Facilitate sharing of 9-1-1 functions among Members.
8. Enter into contracts with non-member jurisdictions for the sharing of 9-1-1 network facilities and equipment.
9. Recommend any memoranda of understanding prior to approval by the Members.
10. Review all requests to participate in the Regional 9-1-1 Board by other jurisdictions and make recommendations to the Members regarding the approval of such requests.
11. Adopt by-laws consistent with this Agreement. Adopt policies and procedures as directed by the Members.
12. Share 9-1-1 information, monitor and propose legislative initiatives and share best practices among Members and non-member jurisdictions that attend Board meetings.
13. Perform other tasks consistent with the purpose and intent of this Agreement and any memoranda of understanding entered into by the Members.

VII. PROPERTY ACQUISITION/HOLDING

The parties agree that no real property shall be acquired jointly during the course of this Agreement. Personal property that is acquired during the term of this Agreement and any renewals thereof shall be the property of the Regional 9-1-1 Board. The Board may own, maintain, upgrade, sell, lease, alter or dispose of the personal property at any time by action of the Board. Any property owned by the Board at the time of dissolution of the Board or upon termination of this Agreement shall become the property of the Members and former Members in undivided shares equal to the proportion of cost paid for the property by each Member and former Member as compared to the total cost paid by all Members and former Members.

VIII. DURATION/TERMINATION

A. This Agreement will become effective from the date of approval or deemed approval by the Attorney General (Effective Date) and will continue through June 30, 2017 (Initial Term). This Agreement shall be automatically renewed by each Member for one-year periods commencing on July 1 of each year and continuing through June 30 of the following year subject to the following conditions:

1. Renewal of this Agreement for each Member is subject to the Member's annual appropriation of sufficient funds for the Member's fiscal year (July 1 to June 30) to pay the costs allocated to the Member for that fiscal year. In the event that a Member does not appropriate or budget sufficient funds to pay its

allocated share of costs for a fiscal year under this Agreement, the Agreement will not be renewed by the Member.

2. A Member must deliver written notice to terminate or not to renew its membership in the Regional 9-1-1 Board to the Board in an open meeting at least sixty days prior to the end of the fiscal year. Termination of all obligations for the terminating or non-renewing Member will occur on the last day of the fiscal year in which the notice was received, provided that the provisions of the next paragraph are met.

3. Should a Member elect to terminate or not to renew its membership, the Board, in cooperation with the terminating or nonrenewing Member and any equipment vendors with which the Board has contracted for the purchase of equipment, will value the cost remaining to be paid for the purchase of equipment. The terminating or nonrenewing Member shall, subject to appropriation of funds by its governing body, pay its share of that cost to the Board.

B. Termination of membership in the Regional 9-1-1 Board will not alter any contractual rights or obligations a Member may have with a vendor.

IX. ADDITION OF MEMBERS/ DISSOLUTION OF BOARD

A. New members of the Regional 9-1-1 Board may be added by a majority vote of the current Members. New members shall pay the share of costs of the regional 9-1-1 system in an amount to be determined by the Board. Such proportional cost may include an adjustment to compensate existing and former Members for previous costs paid. This Agreement may be amended to add Members as the need arises.

B. This Agreement may be terminated and the Regional 9-1-1 Board may be dissolved by a majority vote of its Members.

X. NOTICE

A. Any notice to be given under this Agreement will be deemed given on the date of personal delivery or upon the date of mailing if mailed by certified mail, return receipt requested, with proper postage thereon, to a Member at the address indicated below the signature of each Member and to the Board at the following address:

REGIONAL 9-1-1 BOARD
c/o INCOG
2 W. 2nd Suite 800
TULSA, OK 74103

B. The authorized notice address for the Board or a Member may be changed by giving written notice to the Board and all Members.

XI. ADDITIONAL TERMS

This Agreement may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Upon execution of the parts, duplicate signature pages shall be sent to INCOG. INCOG shall compile the original, forward it to the Attorney General's office for approval and distribute fully executed copies to each Member.

APPROVED this 13th day of December 2016.

Timothy Lee Fox, Mayor
City of Glenpool

ATTEST

Susan White, City Clerk

(SEAL)

Contact Person and Address for
Notices required under this Agreement:

Dennis Waller, Chief of Police
14536 S. Elwood
Glenpool, OK 74033
(918) 322-8110

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: Lowell Peterson, City Attorney
Lynn Burrow, Director of Community Development

Date: December 13, 2016

Subject: Soccer Complex Project, Capital Improvements Agreement

Background:

On September 9, 2003, in a special election, the electors of Tulsa County approved three propositions to fund capital projects within the County for the purposes of promoting economic development, constructing educational, health care and events facilities, and enhancing community enrichment. The funding mechanism approved for these projects is a temporary (January 1, 2004 to January 1, 2017) one-cent increase in the Tulsa County sales tax (the "Vision Sales Tax"). The use of the revenues generated by this additional tax is limited to projects named in the election resolution calling the special election, and similar projects should there be a surplus of funds collected over funds committed.

In order to facilitate oversight and implementation of the projects funded from this dedicated tax, Tulsa County formed the Vision 2025 Trust Authority (the "Authority"). The Authority's primary function is to review and recommend to the Board of County Commissioners projects to be funded with Vision Sales Tax monies. The Board of County Commissioners makes the final decision as to which projects are to be funded.

During the first few years of Vision 2025, the non-Tulsa beneficiary constituents of the Authority approved an expedited commitment of funds in the amount of \$45,500,000 to complete the BOK Center and Cox Convention Center projects, thereby helping the City of Tulsa to achieve its economic development goals. In consideration of that temporary forbearance of claim to the Vision Sales Tax revenues, the Authority promised that the next \$45,500,000 in excess Vision Sales Tax, after the completion of projects already approved, would be allocated back to the suburban cities to fund their own economic development projects.

By resolution dated October 27, 2014, the Authority determined that there would exist excess funds generated by the Vision Sales Tax in an amount of at least \$45,500,000, and that the first \$45,500,000 of such excess funds would be allocated to projects for the benefit of the beneficiary communities.



Among others, the purposes and amounts toward which the excess funds could be allocated included projects approved in the original ballot Proposition 3 for education, health care and events facilities in the amount of \$16,502,470.

The Authority allocated the above amount for Proposition 3 to fund projects for the benefit of the beneficiary communities based upon the proportional population of each community residing in Tulsa County.

The proportionate share approved for Glenpool included the sum of \$978,762 for education, health care and events facilities. The communities were given the opportunity to submit specific project requests to INCOG on behalf of the Authority until June 30, 2015. The Glenpool Ad Hoc Committee determined that the project for which an application would be submitted in connection with the Proposition 3 funds is Soccer Playing Fields and related improvements at the South County Recreation Facility, 13800 S. Peoria.

By Resolution No. 15-06-02, adopted June 1, 2015, the City Council approved the City's application for Vision 2025 Proposition 3 Funding from Tulsa County, in the full amount of the \$978,762 available for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County at 13800 S. Peoria, and to be leased by the City of Glenpool for nominal rent for a term of 25 years, subject to renewal for an additional 25 years.

By its resolution in February of 2016, the Vision Authority voted to approve Glenpool's application for excess Vision Sales Tax funding of the proposed soccer fields.

Funding for any of the approved Vision projects is provided in accordance with the terms and conditions of a "Capital Improvements Agreement" between the City and the Tulsa County Board of County Commissioners.

The Capital Improvements Agreement, in the form submitted with this report, has been approved by the County and will be executed by the BOCC upon its approval and execution by the City.

Staff Recommendation:

Staff recommends that the Council approve the Capital Improvements Agreement, authorize the Mayor to sign it and direct staff to proceed with its implementation for the proposed soccer fields and related amenities.

Attachments:

- Capital Improvements Agreement with the Tulsa County BOCC

GLENPOOL SOCCER FIELDS PROJECT

CAPITAL IMPROVEMENTS AGREEMENT

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF GLENPOOL, OKLAHOMA

Dated _____, 2016

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Exhibit “D”	Authorization and Certificate of Project Manager
Exhibit “E”	Construction Advance Request
Exhibit “F”	Non-Construction Advance Request

CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF GLENPOOL, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax to fund educational, health care and events facilities for the purpose of promoting economic development within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment within Tulsa County, Oklahoma, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On July 1, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Nine Hundred Seventy-eight Thousand Seven Hundred Sixty-two and no/100ths Dollars (\$978,762.00) for the construction of the capital improvements described within Exhibit "A" attached hereto (the "Improvements") on land described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for the purpose of funding the costs of the construction of the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. “Advance” shall mean any Construction Advances or Non-Construction Advances.

1.2. “Application and Certificate for Payment” means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. “Approved Budget” means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. “Architect” means the architect(s) who execute the Architect/Engineer Agreement.

1.5. “Architect/Engineer Agreement” means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. “Authorization and Certificate of Program Manager” means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit “C” hereto.

1.7. “Authorization and Certificate of Project Manager” means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit “D” hereto.

1.8. “Bidding Documents” means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. “Builder’s Risk Insurance” means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under “extended coverage” policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. “Certificate of Completion” means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. “Change Orders” mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. “Completion Date” means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. “Construction Advance” means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. “Construction Advance Request” means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit “E.”

1.15. “Construction Contracts” means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. “Construction Schedule” means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. “Contracting Party” means the City of Glenpool, Oklahoma.

1.18. “Contractors” means the contractors who execute Construction Contracts.

1.19. “Cost of Construction” means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any interest in land, obligations incurred for labor and materials and to architects, project

managers, contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$978,762.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. "Non-Construction Advance" means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. “Opinion of Contracting Party’s Counsel” means an opinion from the Contracting Party’s counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party’s counsel’s knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party’s counsel’s best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. “Payment and Performance Bonds” means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. “Plans” means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. “Program Manager” means Program Management Group, L.L.C.

1.36. “Project” means the Improvements and the Land.

1.37. “Project Manager” means the project manager or construction manager who executes the Project Manager Agreement.

1.38. “Project Manager Agreement” means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. “Resolution” means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. “Termination Event” shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement, if any;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7 Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after December 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before December 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (2.151%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Glenpool, Oklahoma
12205 S. Yukon Avenue
Glenpool OK 74033
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

THE CITY OF GLENPOOL,
OKLAHOMA, a municipal corporation

Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY

By _____
Name _____
Title _____ Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Construction of regulation size competitive soccer fields to be constructed on property at the South County Recreation Center located at 13800 S. Peoria, Glenpool, Oklahoma.

EXHIBIT "B"

DESCRIPTION OF LAND

A tract of land described as being a part of the Southeast One Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows: to-wit:

Commencing at a Point, said point being the Northeast Corner of said SE/4; thence S 00°06'52" E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00°06'52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89°34'38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00°06'52" W a distance of 355.00 feet to a point; thence N 89°34'38" E a distance of 60.00 feet to a point, thence N 00°06'52" W a distance of 305.00 feet to a point; thence S 89°34'38" W a distance of 590.00 feet to a point; thence S 00°06'52" E a distance of 660.00 feet to a point; thence N 89°34'38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres more-or-less.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Glenpool Soccer Fields Pad Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____
Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Glenpool, Oklahoma (the "Contracting Party") in connection with the Glenpool Soccer Fields Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Glenpool, Oklahoma
Glenpool, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), regarding the Glenpool Soccer Fields Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Glenpool, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF GLENPOOL, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Glenpool, Oklahoma
Glenpool, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), regarding the Glenpool Soccer Fields Project by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Glenpool, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

STAFF REPORT

TO: Glenpool City Council

FROM: Rick Malone, City Planner

DATE: December 13th 2016

RE: GZ-256/PUD 34 Request by K & S Developments, Inc. for approval of a Zone Change FROM RS-3 (Residential Single Family High Density district), OL (Office Low Intensity District) & CS (Commercial Shopping Center District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 34 Zoning District designation for Single Family Residential Uses on the following described Property:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°34'38" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1280.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°34'38" WEST ALONG SAID SOUTHERLY LINE FOR 764.23 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 653.40 FEET; THENCE SOUTH 89°34'38" WEST AND PARALLEL WITH SAID SOUTHERLY LINE FOR 320.00 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH SAID WESTERLY LINE FOR 67.36 FEET; THENCE SOUTH 89°34'38" WEST FOR 283.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III SUBDIVISION; THENCE NORTH 00°03'17" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III, FOR 999.27 FEET; THENCE NORTH 89°34'38" EAST ALONG THE SOUTHERLY LINE (BLOCKS 7 THRU 13) OF GLENN ABBEY SUBDIVISION AND PARALLEL WITH AND 1720.00 FEET NORTHERLY OF AS MEASURED PERPENDICULARLY TO SAID SOUTHERLY LINE FOR 1655.44 FEET; THENCE SOUTH 00°06'52" EAST AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 660.0 FEET; THENCE SOUTH 89°34'38" WEST PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 290.00 FEET; THENCE SOUTH 00°06'52" EAST PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1060.02 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND CONTAINING 48.8 ACRES MORE OR LESS.

General Location: West of the northwest corner of 141st Street and Peoria Avenue.

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Development Text
4. Development Map
5. Ordinance No. 728, Adopting GZ-256 Change of Zone
6. Ordinance No. 729, Adopting PUD # 34

INTRODUCTION

The subject property is designated Low Intensity Residential Special District #6 to allow Low Intensity- Residential Land Uses by the Glenpool Comprehensive Plan. The property is currently zoned RS-3 (Residential Single Family High Density), OL (Office Low Intensity District) & CS (Commercial Shopping Center District). The applicant is requesting an RS-4/Planned Unit Development Number 34 Zoning District for the development of "Glenn Hills" a planned community to be comprised of single family residential uses that are found to be in accordance with the Low Intensity Plan Category.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach to the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

Planned Unit Development 34 is comprised of 48.8 acres and will allow for a maximum development of 169 single-family residential lots. The development is designed and planned with individual phased subdivision developments that can be structured for inclusion within a master planned development under a single homeowners association.

The surrounding property is developed as noted below:

- North of the subject tract is developed as Glenn Abbey Subdivision, Blks 1-6, containing 26 acres and split into 83 lots. Glenn Abbey Subdivision, Blks 7-13, contains 28 acres and is split into 91 lots zoned RS-3 and RS-4 and developed for single family residential use with 65' wide lots.
- East of the subject property are soccer fields and the South County Recreation Facility, Glenshire Court Apartments and vacant land zoned RD and CS.
- South of the subject tract is vacant land zoned AG and OL.
- West of the subject tract contains Kendalwood IV and Kendalwood III Amended; fully developed single family subdivisions, Warrior Self-Storage and a Baptist church. Development interests are also looking at this area largely for residential use.

CRITERIA AND FINDINGS

A PUD is permitted on any tract or tracts located within a residential district or districts. In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the unified treatment of the development of the tract. The regulations of the general zoning district remain applicable except as specifically modified pursuant to the provisions of the Glenpool Zoning Code.

The review of the proposed PUD shall determine that the proposal is consistent with the Comprehensive Plan, harmonizes with the existing and expected development of surrounding areas, is a unified treatment of the development possibilities of the project site and is consistent with the stated purposes and standards of Chapter 11, Planned Unit Development of the Glenpool Zoning Code.

- "Glenn Hills" will be developed to the standards of the RS-4 Zoning District.
- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths should substantially conform to the submitted conceptual master plan.
- The front building lines will be established at 25 feet except that lots with an exterior side yard facing a street may be established at 15 feet.

- Rear yard setbacks are established at 20 feet in depth.
- Side yard setbacks are set as five feet on each side providing for a minimum separation of 10 feet between dwelling units.
- The maximum height for structures within the development is consistent with the zoning code to a maximum height of 35 feet.
- "Glenn Hills" will be established with a minimum living space of at least 1,400 square feet. Square footage shall be computed for living space, exclusive of porches, patios, and garages. In the event of a dwelling having more than one story, there shall be a minimum of 1,800 square feet of floor space with a minimum of 1,500 square feet on the first story, exclusive of porches, patios, and garages.

In recognition of the potential for phasing of "Glenn Hills", the entrance on 141st Street is required to be complete before any building permits may be issued to eliminate construction traffic from using the streets from adjacent subdivisions in accordance with City of Glenpool policies and standards may be implemented in future phases.

Consistently with other new developments in the City of Glenpool, structural requirements and restrictions will be imposed. The highlights of these requirements are:

1. No exposed stem walls.
2. All roofs must have a minimum roof pitch of 6/12 and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
3. Masonry. All dwellings shall have at least fifty percent (50%) of the remaining exterior walls (up to the first floor plate line) thereof comprised of brick, stone or masonry siding; provided, however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In particular cases, the Declarant reserves the right to permit Dryvit brand or similar exterior construction material in lieu of brick or stone.
4. No detached accessory structure will be allowed on any lot within Glenn Hills.
5. No building fence or wall shall be erected unless approved by the development's Architectural Committee.
6. The front elevation of all residential lots and side elevation of any corner residential lot must be professionally landscaped and all yard areas are to be sodded upon completion of the residence.
7. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
8. Patio Roof. All patio roofs shall be integral parts of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
9. Driveways. All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
10. Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.
11. Roof Pitch/Materials. Roof pitch shall be a minimum of 6/12 pitch and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
12. Heating and Air Conditioning Requirements. All residences in Glenn Hills shall be constructed with central heat and air systems. No portable, window or wall- type heating or air conditioning units shall be permitted.

13. Individual subdivisions within "Glenn Hills" master plan development will require mandatory participation in a Glenn Hills Homeowners Association. The Homeowners Association will be responsible for maintenance and upkeep of all reserve areas within the development.
14. The Glenn Hills development includes various amenities to include a community pool, playground area, a fitness park, walking trails, small sports park, and water features. These amenities are to be utilized and maintained by the Homeowners Association.
15. The development is designed with an extensive landscape package along 141st Street South. This plan includes a 25-foot-wide Reserve Area for a walking trail and plantings of evergreen screenings along the perimeter. The landscape area will be separated from the residential development with the construction of a screening fence that will include some masonry products.
16. The PUD conditions are to be made a part of the Declaration of Covenants, Conditions and Restrictions for the Glenn Hills subdivision plat.

The proposed Planned Unit Development is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code. Conditions to the approval of "Glenn Hills Addition" will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Sketch Plat that accompanied the request for Planned Unit Development Number 34.

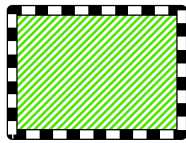
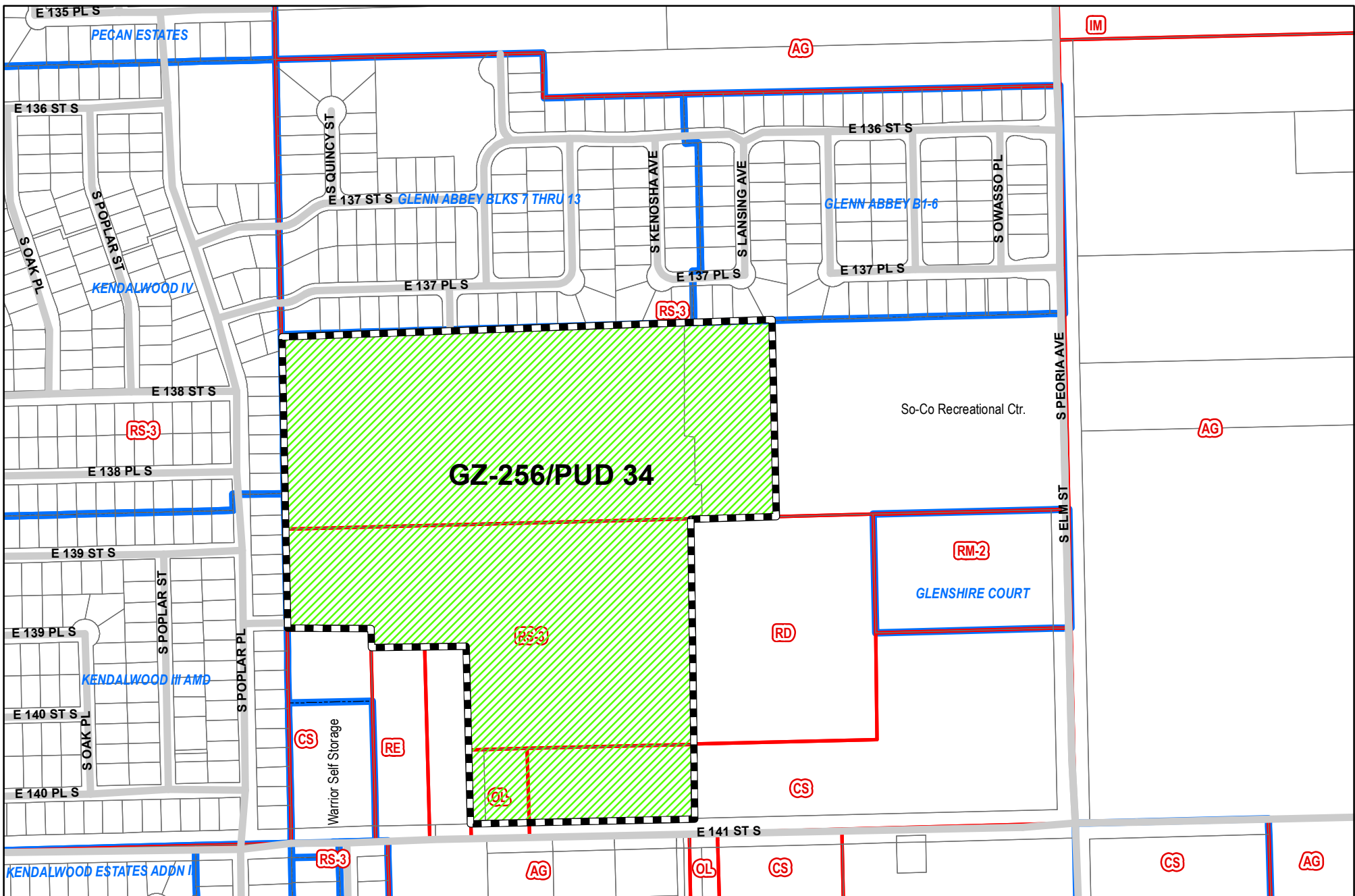
<u>Subdivision:</u>	<u>Developed:</u>	<u>Zoning:</u>	<u>Acres:</u>	<u>Lots:</u>	<u>Per Acre:</u>	<u>Width:</u>	<u>SF:</u>	<u>% Brick:</u>	<u>Landscaping:</u>
Max Zoning Densities Allowed Per Zoning Code:		RS-3	1		4.01	75'			
		RS-4	1		5.19	65'			
Glenn Hills	Pending	RS-4 (Proposed)	48.8	169	3.46	65	1,400	50%	Street
Glenn Abbey Blks 1-6	2007	RS-3	26.21	83	3.17	65'	1,500	90%	Street
Glenn Abbey Blks 7-13	2014	RS-4/PUD	28.07	91	3.24	65	1,500	90%	Street
Kendalwood IV	1984	RS-3	74.68	304	4.07	65'	None	None	None
Kendalwood III Amd	1981	RS-3	44.9	194	4.32	65'	None	None	None

RECOMMENDATION

Staff supports and recommends approval of request GZ-256 to change the zoning from an RS-3 (Residential Single Family High Density district), OL (Office Low Intensity District) & CS (Commercial Shopping Center District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 34 Zoning District designation. The proposed development is consistent with the requirements of Chapter 9 of the Glenpool Zoning Code and the Glenpool Comprehensive Plan, and harmonizes with the existing and expected development of the surrounding areas as per the Text and Exhibits "A" – "I" submitted by the applicant or revised by the Planning Commission during its review.

PLANNING COMMISSION RECOMMENDATION

After review on November 14th, 2016, and after hearing the staff recommendation and presentation from the applicant K & S Development, the members of the Planning Commission discussed how this development would blend into the existing residential subdivisions abutting this site. After discussing the building size, percent of masonry and side yard setbacks the Planning Commission recommends to the City Council approval of GZ-256 and PUD 34 subject to the development plan and submitted exhibits A-I with a minimum square footage of 1,500 s.f., 50% Masonry and 5-foot side yard setbacks.



Subject
Tract

GZ-256/PUD 34
RS-3, OL & CS to RS-4

STR
12-17-12



1984 Kendalwood IV

2014 Glenn Abbey Blks 7-13
91 Lots/28 Acres 65' wide lots 1,500sf min house
90% Masonry Tamko Heritage 8/12 Pitch
Front side yard abutting street professionally landscaped.

2007 Glenn Abbey Blks 1-6
83 Lots/26 Acres 65' wide lots 1,500sf min house
90% Masonry Tamko Heritage 8/12 Pitch
Front side yard abutting street professionally landscaped.

1981 Kendalwood III
194 Lots/44 Acres 65' wide lots

2001 Warrior Self Storage

2005 So-Co Rec Center

GLENSHIRE COURT

1992 Glenshire Court Apts.

CHANCELLOR, GREGORY & DAN CHARLES &

GLENPOOL REAL ESTATE INVESTMENT

WEBBER, JOHN A JR

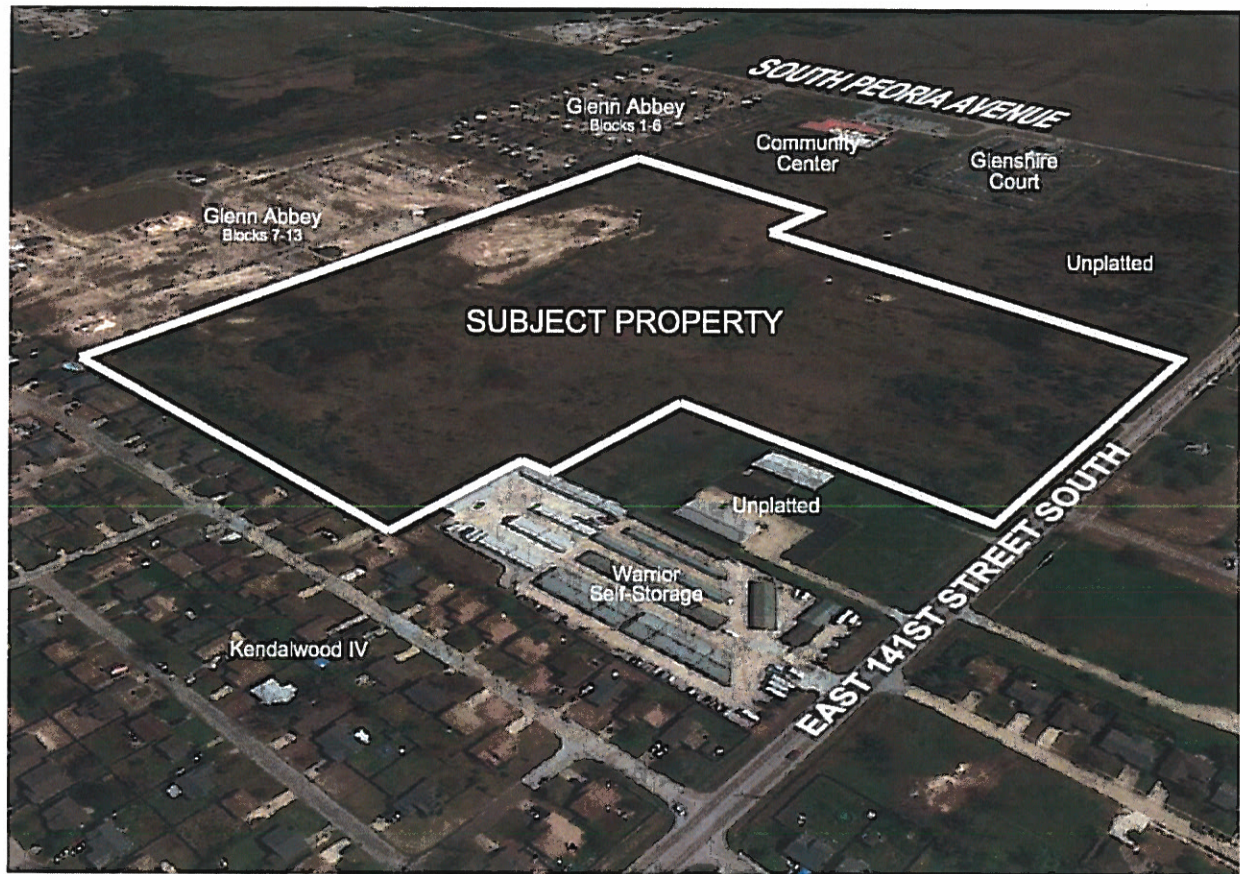
WEBBER, JOHN A JR & ANN M

Legend

 Tulsa_Co_Parcels

 Glenpool_TulsaSubdivisions

Glenn Hills



Planned Unit Development

October 2016

Simmons

H O M E C O L L E C T I O N S

Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

11063D S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356



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Development Concept

Glenn Hills is a single-family, phased development on a 48-acre tract of presently undeveloped land within the City of Glenpool. The project site will front 141st E. Avenue between Elm Street and Elwood Street. The development will abut the existing Glenn Abbey and Kendalwood subdivisions and have sidewalk access to the Glenpool Community Center.

A property owners association will be formed for the neighborhood and homeowner dues established for the maintenance of the neighborhood and amenities. Covenants for the neighborhood have been prepared to set forth minimum dwelling sizes, percent of masonry, and other criteria which establish and maintain a quality development.

Glenn Hills will be a professionally planned neighborhood with a landscaped entry and recreational areas. Plans for the neighborhood include a landscaped splash park and picnic area with parking, playground, stocked fishing ponds with decorative fountains, and walking paths with access to the Glenpool Community Center.

Development Standards

Land Area	48.8 acres
Permitted Uses: RS-4 Single-family Residential Development	
Max Number of Dwelling Units:	175+/- (approximately 3.6 Dwelling Units/acre)
Minimum Lot Width:	65 feet
Minimum Lot Area:	7,800 s.f.
Maximum Building Height:	35 feet
Off-Street Parking:	Two (2) enclosed off-street parking spaces per dwelling unit
Minimum Yard Setback Requirements:	
Front:	25 feet
Side (except corner lot)	5 feet (each side) or 10 feet one side and 0 feet on the other side provided no side yard shall be less than the width of any utility easement located within the Lot and along the side lot line
Rear:	20 feet

Development Standards

Bulk and Area Requirements

Minimum lot width:65 feet

Minimum lot area:7,800 square feet

Minimum land area per dwelling unit:8,400 square feet

Maximum structure height:35 feet

Minimum livability space per dwelling unit: Minimum square feet on each lot shall not be less than 72% x 4,000 square feet= 2,880 square feet. A minimum of 1,120 square feet of open space shall be provided for each lot in the common open area.

Required common area livability space: 169 lots X 1,120 square feet require 4.35 acres or 189,280 square feet.

Provided common area livability space: 195,147 square feet or 4.48 acres as defined on the "PUD Plat Concept" attached as Exhibit A to this PUD. Detailed calculations may change during the final plat process; however, the required common area livability space will not be changed without amendment to the PUD.

Front Yard abutting a public street:25 feet

Rear yard:20 feet

Rear yard abutting an arterial street:30 feet

Side yard: 5 feet and 5 feet (10 feet total)

All other yards abutting a public street: 15 feet unless a side entry garage is proposed. If a side entry garage is proposed, the building wall containing the garage door shall be set a minimum of 25 feet from the street right of way.

Residential lot density calculation:

Maximum residential lots allowed (2,128,433.86 / 8,400 square feet): 253

Residential lots proposed: 169

Signs

A maximum of two entry identification signs shall be permitted with a maximum of 64 square feet of display signage surface. Additional signage for amenities will be allowed with a maximum of 16 square feet.

Access and Circulation

Access to the subject tract will vary with phased construction. The initial phase will begin with access from both Glenn Abbey and Kendalwood IV neighborhoods and ultimately access from East 141st Street South.

Drainage and Utilities

Onsite wet and dry detention facilities will be designed and incorporated into the subdivision. These detention facilities will also be used for landscaped open space and stocked fishing pond for the recreation and enjoyment of the residents.

Environmental Analysis and Topography

The property consists of gently rolling range land with elevations ranging from 755 feet to 730 feet. The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types present on the site. Existing soils consist of Cowera-Bares complex (3-5 percent slopes), Dennis silt loam (3-5 percent slopes), Dennis-Pharoah complex (1-3 percent slopes), Dennis-Radley complex (0-12 percent slopes), and Okemah-Parsons-Pharoah complex (0-1 percent slopes)

Amenities

Included in this development will be a professionally landscaped splash pad with playground (Exhibit 'C'), a professionally landscaped masonry entry (similar to Exhibit 'D'), walking trails, stocked fishing pond with fountain, picnic tables, and grass play area.

Covenants

Building standards are set forth in the attached covenants (Exhibit 'F') to establish aesthetically pleasing homes as shown on the attached exhibits 'E'.

Homeowners' Association

Purpose and Powers of the Association: This Association is formed for the purposes not involving pecuniary gain or profit, incidentally or otherwise, to the members thereof, and shall

have no capital stock. The purposes for which the Association is formed are to enhance and protect the value, desirability and attractiveness of the real property described as follows:

All Phases of Glenn Hills, a Subdivision of the City of Glenpool, Tulsa County, Oklahoma, according to the recorded plat thereof (hereinafter referred to as "GLENN HILLS)

and to promote the health, safety and welfare of the residents, owners and tenants of lots within GLENN HILLS, and any additional property as may hereafter be annexed to the jurisdiction of this Association, and for these purposes to:

a) own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs and common areas (including splash pad, playground, pond and pond fountain maintenance), facilities and structures of any and all kinds for the use and benefit of the members of the Association.

In the event the Association fails to maintain these areas in a proper and safe manner, the City of Glenpool will have the right to maintain these areas and bill each member of the Glenn Hills Homeowners' Association for that cost. Should payment by any member not occur, the City of Glenpool and/or the Glenn Hills Homeowners' Association may place a lien on the delinquent member's personal property within this platted area;

b) exercise such powers pertaining to GLENN HILLS, including architectural plan review, as may from time to time be vested in or granted to the Association;

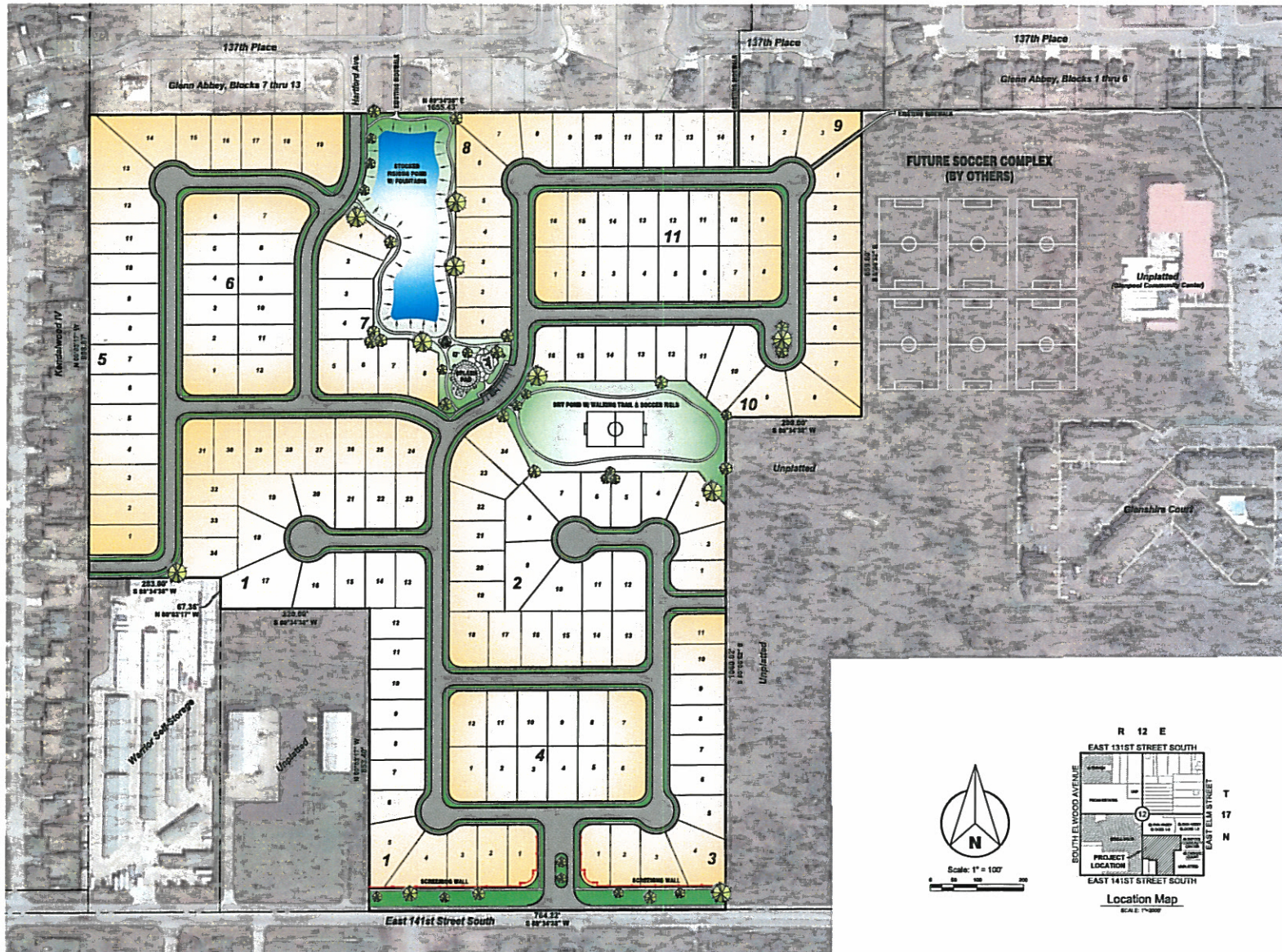
c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments made for acquisition, construction, maintenance and operation of common facilities, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

e) borrow money, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Oklahoma General Corporation Act by law now or hereafter have or exercise.

Final documents on the Homeowners' Association of Glenn Hills will be filed with the final plat and include the maintenance agreement and other specific rights and requirements for the Association members.



Glenpool, Oklahoma

Glenn Hills

RS-4 Residential Subdivision
PUD PLAT CONCEPT

Subdivision Statistics

SUBDIVISION CONTAINS ONE HUNDRED AND SIXTY-ONE (161) LOTS IN ELEVEN (11) BLOCKS AND FIVE (5) RESERVE AREAS

GROSS SUBDIVISION AREA: 48.8 ACRES, 141, (FROM BEST AVAILABLE DATA)

General Notes

MINIMUM LOT SIZE = 65'x120'

SIDEWALK TRAIL SYSTEM CONNECTIVITY TO GLENPOOL COMMUNITY CENTER REQUIRED PER GLENN ABBEY PLAT NO. 28



EXHIBIT 'A'

Simmons
HOME COLLECTIONS

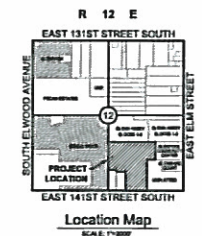
Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN
11000 S. Glenhurst Dr. #201
Tulsa, Oklahoma 74133
Phone: (918) 756-8358

Glenn Hills

RS-4 Residential Subdivision

**SIDEWALK TRAIL SYSTEM CONNECTIVITY TO
GLENPOOL COMMUNITY CENTER REQUIRED PER
GLENN ABBEY PLD NO. 28**



Simmons
HOME COLLECTIONS



Select
design
DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

11003D & Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

Glenn Hills

RS-4 Residential Subdivision

PHASING EXHIBIT

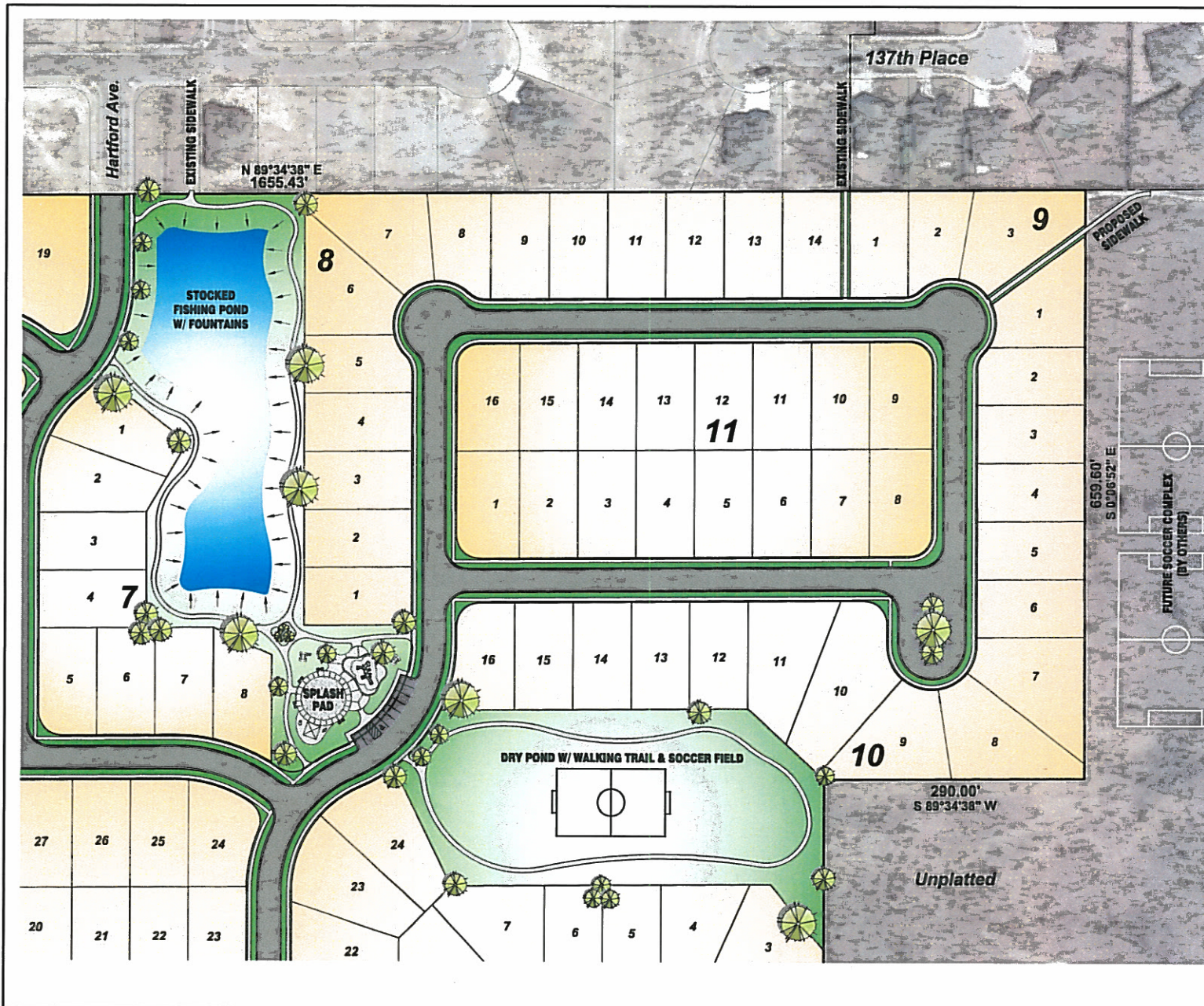
GROSS SUBDIVISION AREA: 33.8 ACRES, M41
(FROM BEST AVAILABLE DATA)

GROSS SUBDIVISION AREA: 19.9 ACRES, M₁
(FROM BEST AVAILABLE DATA)



Simmons
HOME COLLECTIONS

110830 S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8354



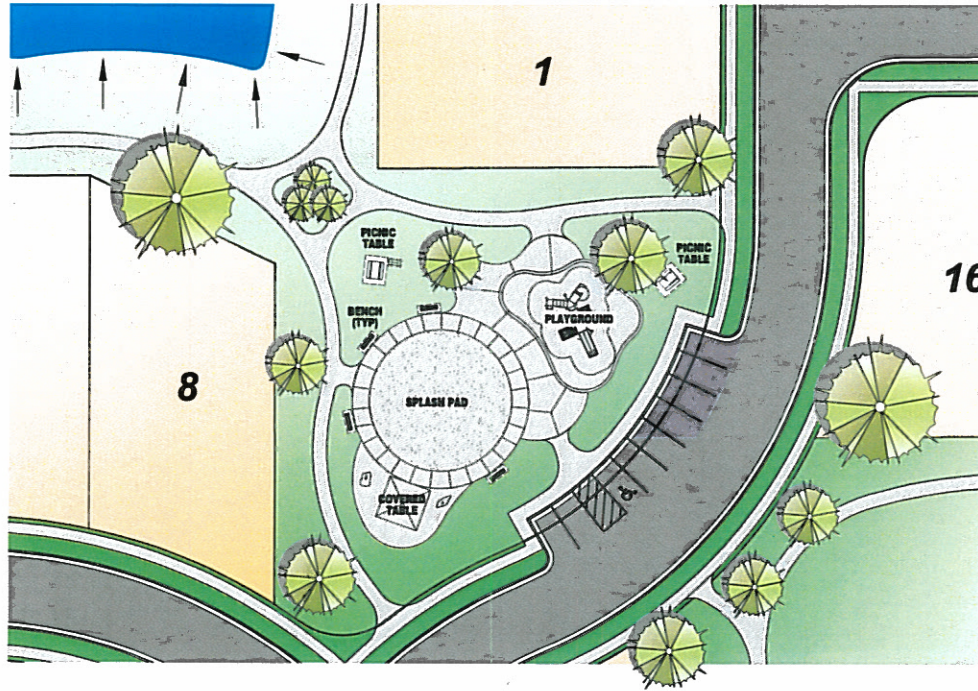
Glenpool, Oklahoma
Glenn Hills
 RS-4 Residential Subdivision
 AMENITIES DETAIL



EXHIBIT 'B'

Simmons
 HOME COLLECTIONS

Select
design
DEVELOPMENT ANALYSIS
 PROJECT MANAGEMENT
 DRAFTING & DESIGN
 115533 S Memorial Dr #201
 Tulsa, Oklahoma 74133
 Phone: (918) 796-5354



Glenpool, Oklahoma

Glenn Hills

RS-4 Residential Subdivision

**SPLASH PAD / PLAYGROUND
& OUTDOOR AMENITIES CONCEPT**



EXHIBIT 'C'

Simmons
HOME COLLECTIONS

Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN
11000 S Memorial Dr #551
Tulsa, Oklahoma 74133
Phone: (918) 796-8306



Glenpool, Oklahoma

Glenn Hills

RS-4 Residential Subdivision

ENTRY FEATURE CONCEPT

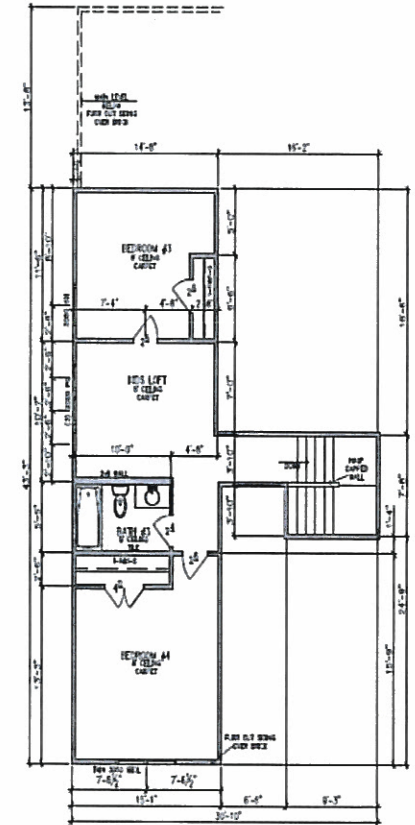
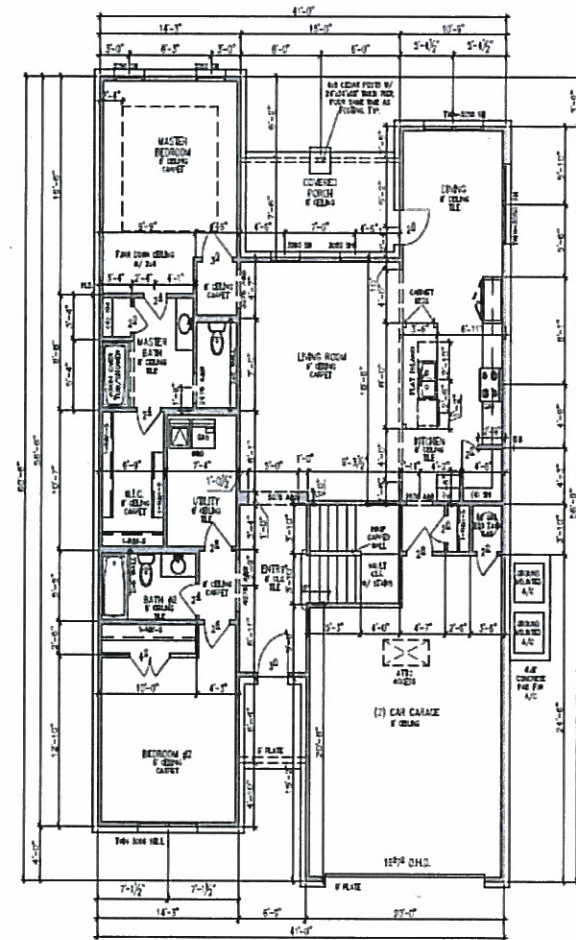


EXHIBIT 'D'

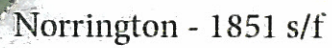
Simmons
HOME COLLECTIONS

Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
GRADING & DESIGN
11200 E. Mainway Dr. #101
Tulsa, Oklahoma 74113
Phone: (918) 798-2356

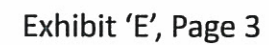


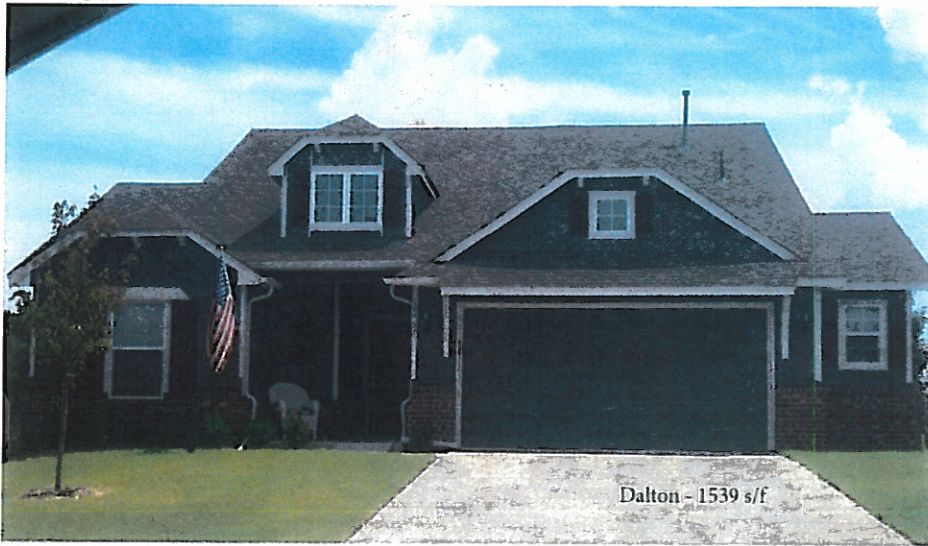
The Maxwell - Four Bedrooms/Three Baths - 2,369 s.f. - Base price \$221,000



NOTES:

- *2x8 HEADER @ INTERIOR DOORS
- 2x12 HEADER @ EXTERIOR DOORS
- SLOPE CONCRETE PATIOS AWAY FROM HOUSE
- NOTE: FIBERGLASS ON SIDES OF HOUSE





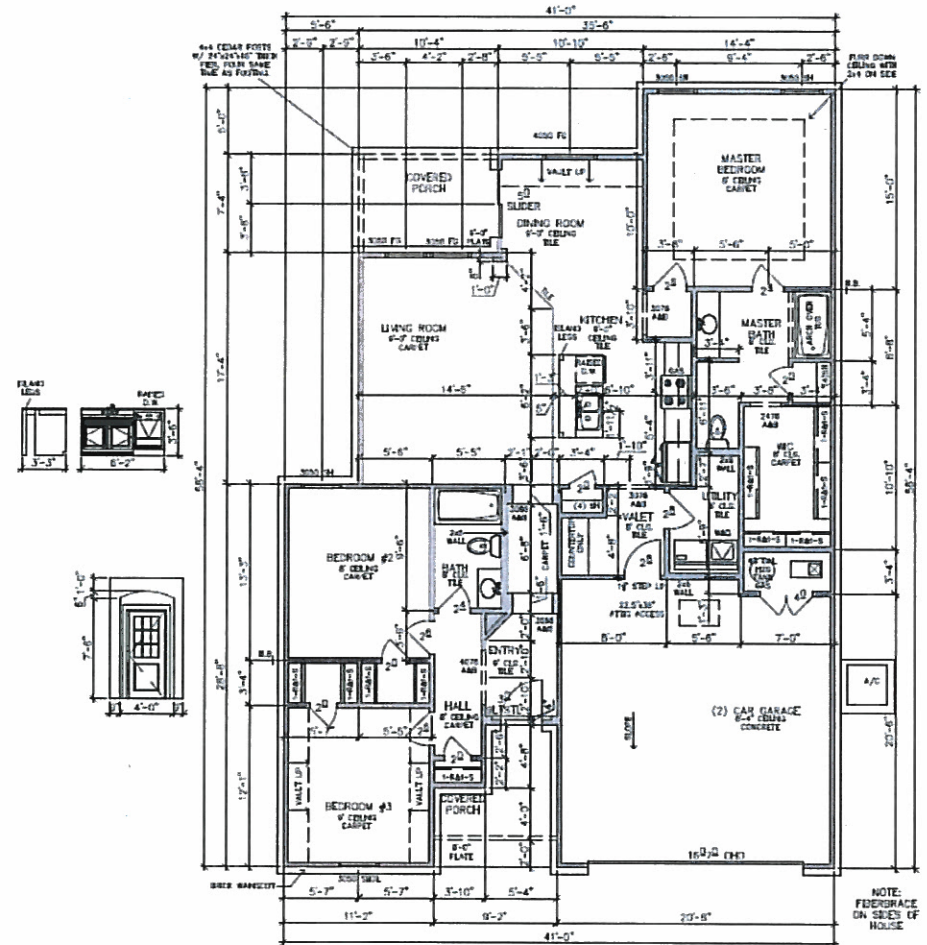
Dalton - 1539 s/f

Dalton Traditional Elevation - Three bedrooms/Two baths - 1,539 s.f., Base price \$163,700



Dalton - 1539 s/f

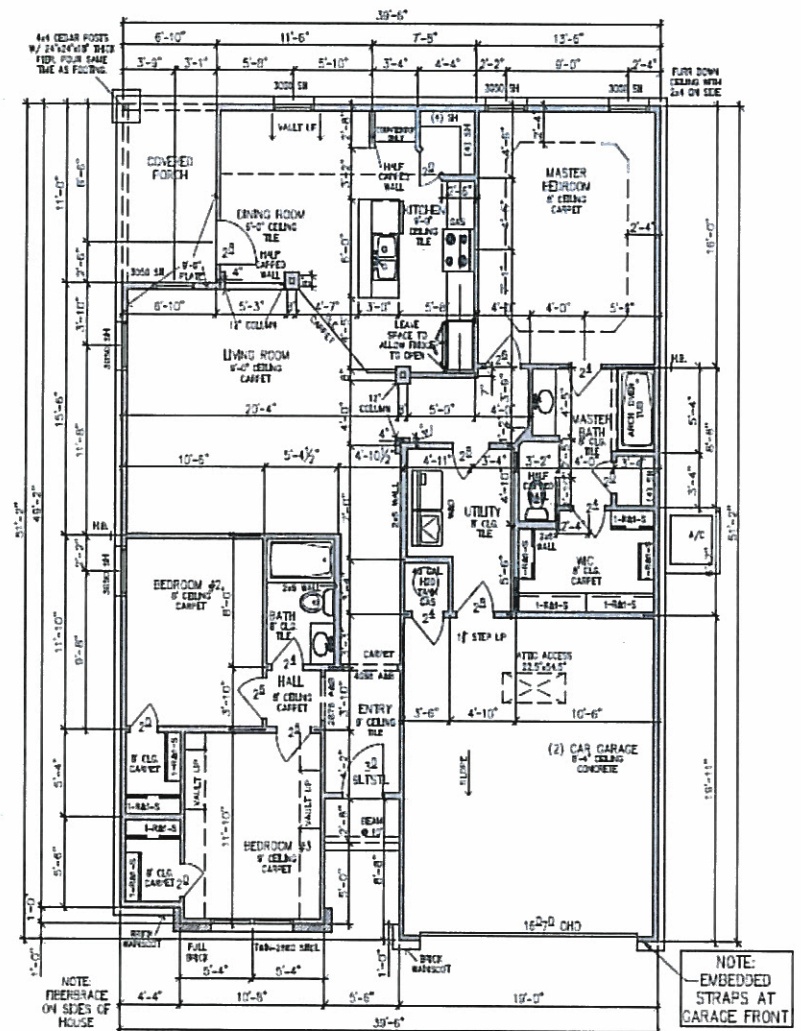
Dalton Classic Elevation - Three bedrooms/Two baths - 1,539 s.f., Base price \$163,700





Belmont - 1522 s/f

Belmont Classic Elevation – Three bedrooms/Two Baths - 1,522 s.f., Base price \$167,200





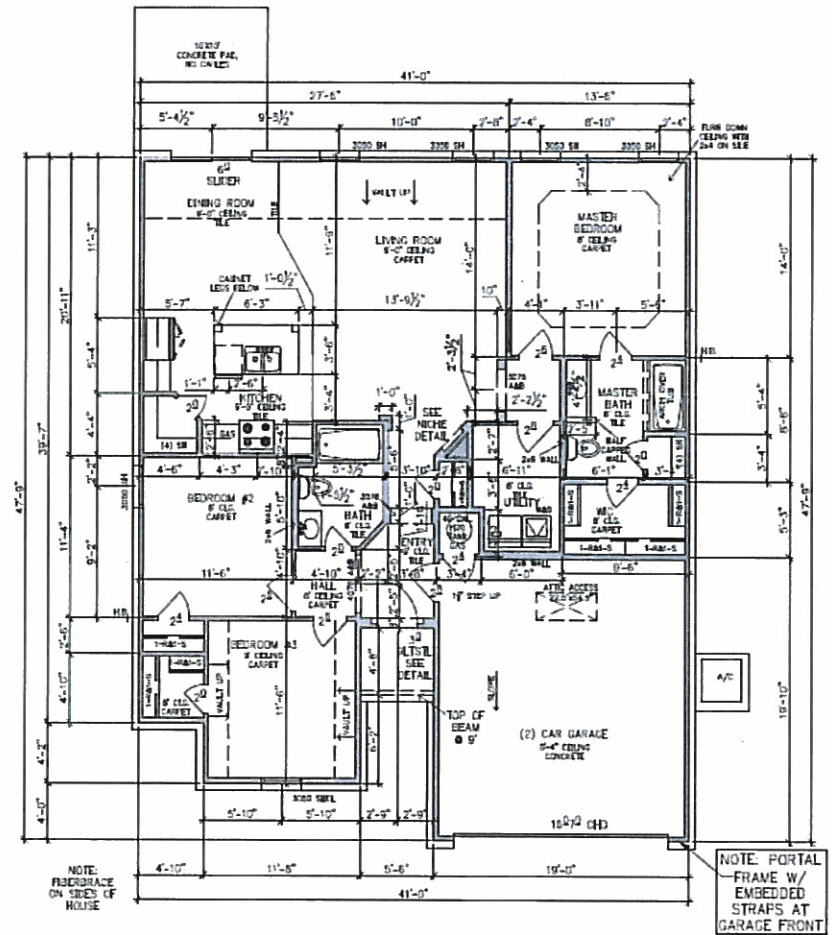
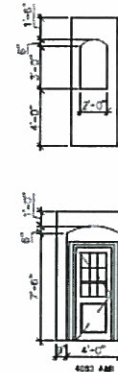
Bentley - 1433 s/f

Bentley Traditional Elevation—Three bedrooms/Two baths - 1,433 s.f., Base price \$161,950



Bentley - 1433 s/f

Bentley Traditional Elevation—Three bedrooms/Two baths - 1,433 s.f., Base price \$161,950



Glenn Hills

RS-4 Residential Subdivision

AERIAL TOPOGRAPHY

SUBDIVISION CONTAINS ONE HUNDRED AND SIXTY-NINE (169) LOTS IN ELEVEN (11) BLOCKS AND FIVE (5) RESERVE AREAS

General Notes

**SIDEWALK TRAIL SYSTEM CONNECTIVITY TO
GLENNPOOL COMMUNITY CENTER REQUIRED PER
GLENN ASSEY PUD NO. 28**



Simmons
HOME COLLECTIONS



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PROJECT MANAGEMENT
DRAWING & DESIGN

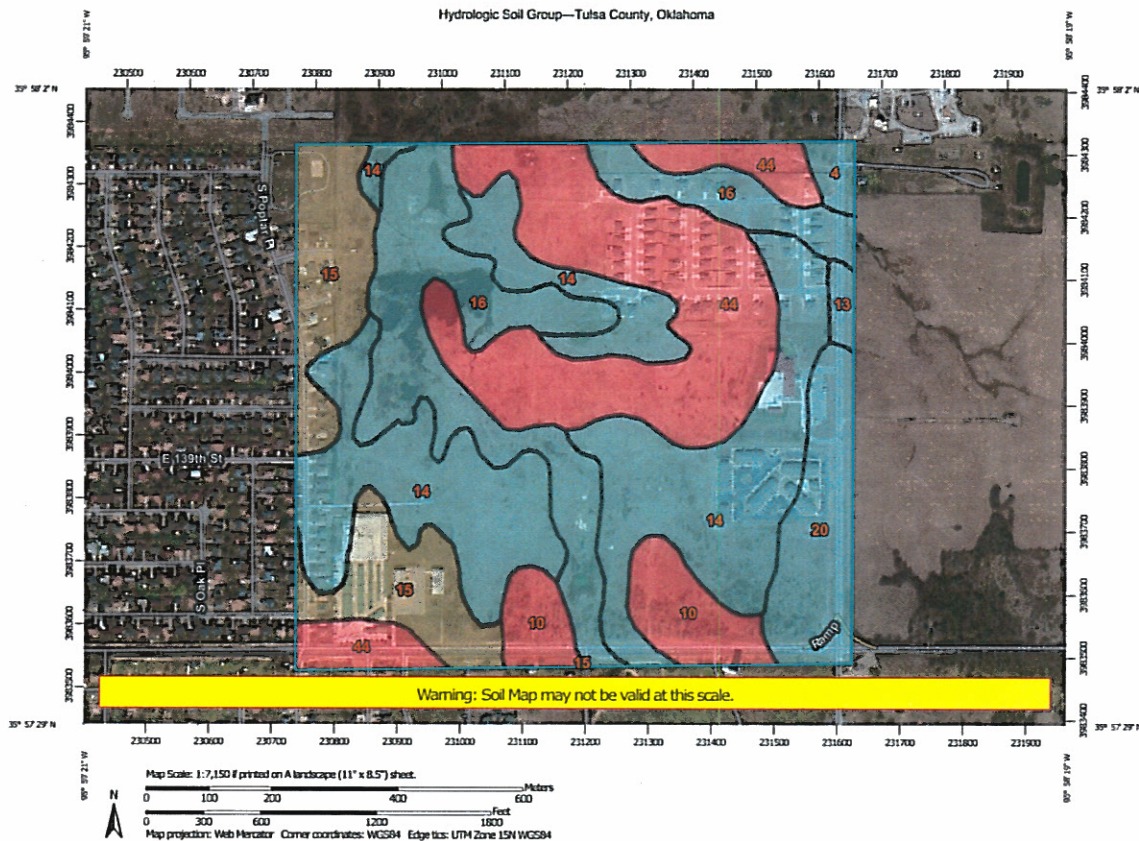
11063D S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

Glenpool, Oklahoma

Glenn Hills

RS-4 Residential Subdivision
SOIL SURVEY

Hydrologic Soil Group—Tulsa County, Oklahoma



Map Unit Legend

Tulsa County, Oklahoma (OK143)			
Map Unit Symbol	Map Unit Name	Acres in ACI	Percent of ACI
4	Bates-Coweta complex, 3 to 5 percent slopes	1.8	1.0%
10	Coweta-Bates complex, 3 to 5 percent slopes	10.8	5.9%
13	Dennis silt loam, 3 to 5 percent slopes	1.3	0.7%
14	Dennis silt loam, 3 to 5 percent slopes, eroded	57.8	31.5%
15	Dennis-Pharoah complex, 1 to 3 percent slopes	21.9	11.9%
16	Dennis-Radley complex, 0 to 12 percent slopes	33.7	18.3%
20	Eram-Coweta complex, 5 to 15 percent slopes	12.5	6.8%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	43.6	23.8%
Totals for Area of Interest		183.5	100.0%

USDA
Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/4/2016
Page 1 of 4

EXHIBIT 'G'

Simmons
HOME COLLECTIONS

Select
design
DESIGN CONSULTING ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN
11000 S Memorial Dr #501
Tulsa, Oklahoma 74123
Phone: (918) 756-8306

EXHIBIT 'H'

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GLENN HILLS**

THIS DECLARATION, made this _____ day of October, 2016, by K&S DEVELOPMENTS, INC., an Oklahoma corporation hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows, to-wit:

ALL OF GLENN HILLS, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

hereinafter referred to as "Glenn Hills"; and

WHEREAS, Declarant is presently improving and developing residential lots, together with a "Common Area", as hereinafter defined, within Glenn Hills; and

WHEREAS, Declarant may construct or provide on the "Common Area" a splash park, private park area, drainage facilities with stalked fishing ponds, walking trails and landscaped areas for the use and enjoyment of the owners of the lots and dwelling units within Glenn Hills and any future subdivisions within the Glenn Hills [PUD]; and

WHEREAS, Declarant will convey the lots within Glenn Hills subject to certain covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Glenn Hills. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to Glenn Hills Homeowners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

2. "Glenn Hills" shall mean and refer to that certain real property hereinbefore described.
3. "Common Area" shall mean that portion, including easements, of Glenn Hills owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, which Common Area is specifically described as follows:

Reserve Areas as shown on the plat of Glenn Hills, Plat No.

as well as the park area, playground equipment, splash park and clubhouse/community building located within Glenn Hills [PUD] for the common use and benefit of all lot owners within any subdivision phase of the Glenn Hills development.

4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded plat of Glenn Hills with the exception of the Common Area.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Glenn Hills, including contract sellers, but excluding others having such interest merely as security for the performance of an obligation.
7. "Declarant" shall mean and refer to K&S Developments, Inc., an Oklahoma corporation, its successors and assigns.
8. "Secretary" shall mean and refer to the Secretary of the Association.
9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
10. "Articles" shall mean and refer to the Articles of Incorporation (including any amendments or changes thereto) pursuant to which the Association, as hereinabove defined, is or has been formed.
11. "Bylaws" shall mean and refer to the existing Bylaws of the Association, including any amendments or changes thereto.

ARTICLE II

POWERS OF ASSOCIATION AND MEMBERSHIP

1. **POWERS OF THE ASSOCIATION:** The Association, in addition to all other rights, powers and duties provided herein and as contained in its Articles of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes.

2. **MEMBERSHIP:** Any Owner of a Lot in Glenn Hills, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within Glenn Hills and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in future or other phases of the Glenn Hills [PUD], each to be a separate Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to their respective recorded plats thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Glenn Hills. Ownership of a Lot shall be the sole qualification for membership with respect to those property owners in Glenn Hills.

ARTICLE III **VOTING RIGHTS**

1. **VOTING CLASSES.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. After the Turnover Date described below, Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

Class B: The Class B Members shall be the Declarant and its assignee builder of the residential structure thereon who does not occupy such structure as his principal residence. The Class B Members shall be entitled to five hundred (500) votes each; provided, that the Class B membership of a particular Class B Member shall cease and be converted to Class A membership on the earlier to occur of:

- (a) the date all Lots in each subdivision of Glenn Hills [PUD] (as opposed to just those Lots in the Subdivision) so platted have been sold by such Class B Member; or
- (b) December 31, 2038; or
- (c) such date as Declarant (in its sole discretion) executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Declarant has elected to convert the Class B membership to Class A membership.

2. **DECLARANT CONTROL OF ASSOCIATION.** The Declarant, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 2 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association as provided for herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' Lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting of the manner in which collected assessments have been spent.

ARTICLE IV **PROPERTY RIGHTS**

1. **MEMBERS' EASEMENTS OF ENJOYMENT:** Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the Common Area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within Glenn Hills, subject, however, to the following provisions:
- (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of Glenn Hills;
 - (b) Subject to the provisions of Article V hereof, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the Declarant. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
 - (c) Upon the conversion of all Class B Membership into Class A Membership, the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2)

of the votes of the Class A membership in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors but only after said Board receives written consent from the Declarant;

- (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
 - (i) with respect to voting rights, for any period during which any assessment against his Lot remains unpaid; provided, however, the Association shall give written notice to the deficient Member, or
 - (ii) with respect to use and easement of the Common Area, for any period during which any assessment against his or her Lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.
 - (e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Area.
2. **DELEGATION OF USE OF COMMON AREA:** Any Member may delegate, in accordance with the Bylaws of the Association, his right to use, but not ownership of his easement right to, the Common Area and facilities and improvements situated thereon, to his or her family members and guests, and to tenants who reside in Glenn Hills.
3. **TITLE TO THE COMMON AREA:** The Declarant herein reserves the right and easement to enter upon the Common Area and construct, repair and maintain improvements therein. Maintenance of the Common Area shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the Common Area, the Declarant shall have the right, but not the obligation, to maintain the Common Area in a reasonable manner and the Association shall reimburse the Declarant for such expenses upon demand. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, subject only to any easements and restrictions of record, either prior to or upon the conversion, in the Declarant's sole discretion, of its Class B membership to Class A membership pursuant to the provisions of Article III. Conveyance of the Common Area to the Association shall not be refused by the Association.
4. **DAMAGE TO COMMON AREA:** If, due to the act or omission of any Owner, his family, tenants, contract purchasers, guests, licensees or other invitees, the Common Area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:** Except for annual assessments described in paragraph 3 below, no special assessments shall be assessed against or attach to any Lot owned by Declarant or any builder of the residential structure thereon who does not occupy such structure as his principal residence within Glenn Hills [PUD]. The Declarant and each builder of the residential structure on any Lot within Glenn Hills [PUD] who does not occupy such structure as its principal residence shall pay the annual assessment described in Paragraph 3 below. All other Owners of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:
 - (a) annual assessments or charges provided for herein, and
 - (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents within Glenn Hills [PUD] and promoting the habitability of residential structures and enhancing property values in any subdivision within Glenn Hills [PUD] including, but not limited to the improvement and maintenance of the Common Area and improvements thereon, including (without limitation) ad valorem taxes, drainageways and easements, driveways, parking areas, fences and walls, and landscaped areas.
2. **ANNUAL ASSESSMENTS:** The annual assessment on any Lot owned by any Owner of a Lot in Glenn Hills (including the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence), commencement of which is provided for in Article V, Section 5, for the first year shall in an amount determined by the Board of Directors to be necessary to adequately maintain and support all Common Areas and shall be due and payable as the Board of Directors shall direct in the annual notice of assessment. The annual assessment on Lots owned by Owners (other than the Declarant and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment assessed against Lots within Glenn Hills greater than 15% from the previous years' annual assessment amount

shall require the affirmative vote of a majority of those Owners of Lots in Glenn Hills who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operating costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the Owners of Lots in Glenn Hills shall be used exclusively for the maintenance and repair of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

4. **SPECIAL ASSESSMENT:** In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in Glenn Hills [PUD] shall require the affirmative vote of the Class B Members and one-half (1/2) of the Owners of such Lots who are Class A Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed; provided, however, the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence who own Lots within Glenn Hills [PUD] shall not be subject to any Special Assessment.
5. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES:** The annual assessment provided for herein shall commence on date of conveyance of title to that Lot to the Owner of such Lot. Thereafter, the form and means of written notice of the annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the Owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce a lien filed against the Owner's property; and other actions designated to obtain payment for financial obligation owed by an Owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent Owner including, but not

limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in pursuing its efforts to collect delinquent assessments from an Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Notwithstanding any provision herein to the contrary, this paragraph 6 shall not apply to the Declarant.

7. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
8. **EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

ARTICLE VI **USES OF LAND**

1. **LOT USE :** All residential Lots of Glenn Hills shall be used for single-family residential purposes subject to the terms, conditions, and provisions of [PUD], which are the uses permitted by right or special exception in RS-4 Zoning Districts. No residential Lot shall be used for any business, commercial or manufacturing purpose, and no business or building of any kind whatsoever shall be erected or maintained thereon, except single-family residences. Provided, an Owner may utilize a "home office" for business purposes as long as business visitors, guests, and customers do not visit the Owner's Lot, and commercial vehicles do not regularly deliver supplies or materials and such business activities are conducted in a manner which does not interfere with the peaceful use and enjoyment of surrounding Owners. Provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained (including a temporary parking lot) by a builder for a fixed time period, at the Declarant's sole discretion. No Lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any Lot, which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a Lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in Glenn Hills, except that the Declarant or its designee(s) may use a mobile home as a temporary sales office.

2. **RESERVE AREA:** "Reserve Area", as reflected on the recorded plat of Glenn Hills, shall be used as Common Area only. The Common Area has been granted by Declarant as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within Glenn Hills and subdivisions within Glenn Hills [PUD]. Drainage facilities constructed in said Common Area shall be in accordance with standards prescribed by the City of Glenpool and plans and specifications approved by the City Engineer of the City of Glenpool. Said drainageway area and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Glenpool. In the event the Association should fail to adequately and properly maintain said drainageway area and facilities, the City of Glenpool may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All lot owners within each phase of Glenn Hills [PUD] shall have access to the park area, playground equipment, swimming pool and clubhouse within any common area of each phase of the Glenn Hills [PUD]. Access by any lot owner within any phase of the Glenn Hills [PUD] to a particular common area of the Glenn Hills [PUD] shall be subject not only to membership in the Association, but also to payment of the assessments (including special assessments) described in Article V hereof.
3. **NUISANCE:** No noxious or offensive activity of any kind shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities expressly prohibited on Lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.
4. **ANIMALS:** No animals, livestock, or poultry of any kind shall be kept on any Lot except for a total of three (3) household, domestic pets and the suckling young of said animals; provided, however, that no more than two (2) adult dogs shall be maintained on any Lot. Excessive barking by any dog shall, in the sole opinion of the Declarant or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the Owner thereof to a fine levied by the Association in an amount determined by the Association in accordance with its established rules and regulations (not to exceed \$100.00 per day), and/or to such other actions as the Association may determine appropriate. The amount of such fine, if not paid by its due date, shall become a lien upon the Owner's Lot and subject to enforcement and foreclosure as set forth in Article V hereof. Animals shall not be kept, bred or maintained for any commercial purposes. Whenever in the opinion of the Declarant or Board of Directors or authorized committee of the Association, an animal is deemed offensive to surrounding property Owners and/or a nuisance to the public, the Owner of such animal shall remedy such excessive noise or nuisance within forty-eight (48) hours from the date notice (oral or written) is delivered to such Owner by the Declarant or the Association. All animals must be fenced in or kept on a leash. Animal shelters, subject to the rules and regulations of the Association, shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. No exotic animals shall be permitted on any Lot or the Common Areas; provided, however, domestic pets shall be permitted within the Common Areas subject to the

rules and regulations of the Association. Unleashed animals shall not be permitted to roam on the Common Area, any park areas or reserve areas, and at the option of the Declarant or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

5. **MAINTENANCE:** All Lots and improvements thereon, including but not limited to, the residential structure, out building, if any, fences, if any, landscaping and other improvements shall be kept at all times in a neat, attractive, healthful and sanitary condition. All Lots shall be kept free from rubbish, litter and noxious weeds. All structures, landscaping and improvements placed upon any Lot shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement in favor of Declarant and/or its designees for access to make reasonable grading and repair work, as well as to allow for the free flow of storm water across portions of such Lot; such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the Lot being entered, and with advance notice to such Owner. Such easement shall not permit entry into any residence or garage, and any damage caused to the Lot or adjoining property entered by virtue of use of such easement shall be repaired at the sole expense of the Owner whose property was the object of the repair work. All yard equipment shall be screened from view of neighboring lots, streets, or other property. Maintenance of residential structures and Lots shall also comply with rules and regulations published by the Association, including, but not limited to architectural control requirements; provided, however, the Declarant reserves control over all architectural requirements relating to the construction of all improvements until such time as the Lot or Common Area containing such structure is transferred to an Owner occupant or the Association, respectively. Upon such transfer to an Owner occupant or the Association, as the case may be, no building, residence, fence, wall or other structural or landscaping improvement shall be commenced, erected or maintained upon any of the Lots within Glenn Hills, nor shall any exterior addition to or change or alteration therein, or change in the exterior appearance thereof, or major change in landscaping be made, until such matter is approved in writing by the Association's Board of Directors.
6. **WIND GENERATORS; SOLAR COLLECTORS:** No wind generators or solar collectors shall be installed on the Common Area or any other reserve. Further, no wind generators or solar collectors shall be installed on any Lot or residence thereon without the prior written approval of the Declarant or the Association in advance of its installation.
7. **CLOTHES LINES:** The drying of clothes on any Lot in public view is prohibited.
8. **STORAGE:** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage on any Lot shall be permitted; provided, however, building materials may be stored on a Lot for a period of thirty (30) days prior to the start of construction and construction shall be completed within nine (9) months after the pouring of the footing.
9. **WASTE:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all Lots shall be kept in a clean, neat and orderly.

manner which shall be kept on such Lot and stored from public view, until such day as may be designated for collection of such containers or material. All Lots and all easements thereon shall be kept clean, neat and mowed to the street by the Owner of said Lot. All residential waste containers must be removed from the curbside and screened from roadway view within twelve (12) hours after refuse collection vehicles empty the containers.

11. **COMPLIANCE WITH LAWS:** Each Owner shall comply with all laws, statutes, ordinances, rules and regulations of Federal, state or municipal governments or authorities, including the municipal codes of the City of Glenpool, and requirements applicable to use, zoning, occupancy of the Lot and premises and maintenance of improvement thereon. Furthermore, the Plat of Glenn Hills and all construction and other activity relative thereto shall be subject to and in conformity with the [PUD] and any supplements or addendums thereto.

ARTICLE VII

ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

1. **PLANS AND SPECIFICATIONS:** A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant or its agent prior to the commencement of any construction upon each and all of the Lots in Glenn Hills. In addition, unless waived by the Declarant in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish property values in the neighborhood, the following standards shall apply to all dwellings in Glenn Hills:
 - (a). **Dwelling Size.** All dwellings shall have a minimum living space of at least 1,400 square feet. Square footage shall be computed for living space, exclusive of porches, patios, and garages. In the event of a dwelling having more than one (1) story, there shall be a minimum of 1,800 square feet of floor space with a minimum of 1,400 square feet on the first story, exclusive of porches, patios, and garages.
 - (b). **Masonry.** All dwellings shall have at least fifty percent (50%) of the remaining exterior walls (up to the first floor plate line) thereof comprised of brick, stone or masonry siding; provided, however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In particular cases, the Declarant reserves the right to permit Dryvit brand or similar exterior construction material in lieu of brick or stone.
 - (c). **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
 - (d). **Patio Roof.** All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.

(e). Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.

(f). Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.

(g). Roof Pitch; Materials. Roof pitch shall be a minimum of 6/12/ pitch and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.

(h). Sodding; Landscaping. The front, back and side yards of each lot shall be fully sodded upon the completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.

(i). Heating and Air Conditioning Requirements. All residences in Glenn Hills shall be constructed with central heat and air systems. No portable, window or wall-type heating or air conditioning units shall be permitted.

2. **NO WARRANTY AS TO PLANS**: Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Declarant is herein authorized to grant the waiver and the Declarant did, in fact, grant the waiver. It is the responsibility of each Lot Owner, and not the Declarant, to insure that such Owner's grantor and/or builder has caused the subject Lot, and all improvements thereto, to be in full compliance with all relevant codes, covenants and restrictions imposed upon Glenn Hills.

3. **SET-BACK LINES AND LOT DIMENSIONS**: No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard:	25 feet
Corner Lot Side Yards:	15 feet
Side Yards (except corner lot):	5 feet (each side) or 10 feet one side and 0 feet on the other side provided no side yard shall be less than the width of any utility easement located within the Lot and along the side lot line

Back yard:

20 feet

The frontage and minimum depth of a Lot shall be as shown on the recorded Plat for Glenn Hills. No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in [PUD], a Lot shall comply with the bulk and area requirements of the RS-4 Residential Single Family District as set forth within the Glenpool Zoning Ordinance.

4. **FENCES:** No front yard fence shall be erected on any Lot closer to any street than the front of the main structure without the prior written approval of the Declarant. Except as described below, all fences shall be six (6) feet in height and made of wood privacy fencing. No fences shall be constructed upon walkways or access easements, which would impair or hinder the intended use thereof. A fence must be erected and well-maintained between each house from the side of the house extending to each respective owner's lot line. Said fence should be installed so as to prevent a view into the back yard of a lot from the street fronting the lot. No fences shall be constructed on overland drainage areas or upon walkway or access easements which would impair or hinder the intended use thereof. Furthermore, wood privacy fences shall, if necessary, be trimmed at the bottom of the fence so as to permit storm water to run under the fence to an area with a lower grade of elevation. Interior Fencing or Walls shall not extend beyond that point nearest the street at each end corner of the residence on the Lot. On corner lots, side yard fences shall be installed and well-maintained, so as to prevent a view into the back yard from the street running along the side of the structure. Side yard fences can be no closer to the street than five (5) feet from the property line for that side yard.

(a) The Declarant reserves the right and easement, in its sole discretion, to construct fence of its choosing along the property lines of the Subdivision, which fence shall be maintained by the Association.

(b) In the event a side or rear fence is constructed adjacent to a Reserve Area, the Owners of such Lots shall construct a woodrail with attached black coated chainlink fence along such side and/or rear yard(s) which abuts a Reserve.

(c) The Declarant, in its sole discretion, reserves the right and easement (but in no event shall be obligated) to construct a fence of its choosing within any Reserve shown on the Plat which shall be maintained by the Homeowner's Association.

(d) All other fences shall be a wood privacy except the Declarant may, in its sole discretion, approve in writing the use of an alternative fencing material on a case by case basis. No barbed wire, meshed or other metal fencing is allowed in any area of the Subdivision. No fence over six feet (6') tall is permitted unless approved by the Declarant in writing. Fences located on exterior sides of corner Lots facing a street shall not extend beyond seven and one-half (7.5') feet from the exterior sidelines and shall be wood privacy fencing.

(e) All fencing shall be approved by the Declarant in writing prior to its construction; provided, however, upon the transfer of a Lot to an Owner occupant, the construction, repair

or replacement of any fence and the materials used therefor upon such Lot shall be approved by the Association in writing prior to such construction, repair or replacement. All fences within Glenn Hills shall be neatly maintained by the Owner thereof. The Declarant reserves the right, but shall not be obligated, to enter upon such Lots in order to maintain, repair or stain such fencing in a manner which the Declarant, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the Lot Owner as a lien and shall be governed by Article V hereof.

5. **OUTBUILDINGS**: No portable storage or other out buildings are allowed.
6. **ANTENNAE**: No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any Lot without the written approval of the Declarant. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure and shall not be visible from streets in front of said structure.
7. **NOISE POLLUTION**: Each builder of residences on the Lots will cause adequate noise pollution control measures to be incorporated into the design and construction of the single-family residences as may be required by the City of Glenpool, or any other governmental (state or federal) body or agency.

ARTICLE VIII

PARKING, STORAGE AND EASEMENTS

1. **VEHICLES, BOATS, RVS**: No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored on any residential lot for more than forty-eight (48) hours during any seventy-two (72) hour period, except in a garage or otherwise completely screened from view of neighboring lots, streets or other property by privacy fencing not to exceed 6 feet in height. Vehicles shall not be kept, parked or stood on the yard. Residents' Vehicles (or Vehicles under their dominion and control) shall not be parked or stood in any street, nor in any other manner which impairs or impedes sidewalk use. It is intended that lot owners keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles.
3. **EASEMENTS**: The Declarant reserves for itself, for the Association and for the Owner of each Lot the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance. The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross the Common Area, shall have an easement to do so provided that said Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition at the expense of the said Owner and hold Declarant and Association harmless from any damage caused by such activity, provided, where necessary, for an adjacent

Property Owner to enter property to maintain a fence, party wall or other improvement constructed on the boundary of the Owner's Lot, the procedures set forth in Article VI, paragraph 5 above shall apply.

4. **DRAINAGE.** Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Declarant expressly reserves the right to enter upon each Lot for the purpose of resolving or curing drainage issues related to adjacent or nearby Lots.

ARTICLE IX

RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No re-arranging, re-subdividing or re-platting of Glenn Hills may be done without the prior written consent of the Declarant until such time as it has sold all the Lots, after which consent of the Association shall be required for such action.

ARTICLE X

SIGNS AND BILLBOARDS

No signs or billboards are allowed on a Lot without the prior written approval of the Declarant; provided that one sign of not more than five (5) square feet advertising the sale or rent of said Lot, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, shall be permitted. Notwithstanding the foregoing, the Declarant, or its designees, may display such signage as the Declarant, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Declarant or its designees.

ARTICLE XI

DECLARANT'S RESERVED RIGHTS

1. **GENERAL:** In addition to any rights or powers reserved to Declarant or granted to Declarant under the provisions of the Glenn Hills Deed of Dedication or this Declaration, Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the Declarant's Authority as set forth herein shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to all Lots and/or other property within Glenn Hills, after which the provisions of this Article and the rights and powers of the Declarant shall vest in the Association; provided, however, nothing shall prohibit the Declarant from transferring any of Declarant's rights and/or authority to the Association prior to Declarant being divested of title to all Lots and other property with Glenn Hills, all as Declarant and the Association shall mutually agree by express written agreement.
2. **PROMOTION OF GLENN HILLS:** In connection with the promotion, sale or rental of any improvements upon any property in Glenn Hills: (a) Declarant shall have the right and

power, within its sole discretion and for as long as Declarant owns any Lot, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to such property as Declarant may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Declarant may deem advisable; and (b) Declarant and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common and reserve areas at any time without fee or charge.

3. **CONSTRUCTION ON PROPERTY WITHIN THE ADDITION:** Declarant is hereby granted the right and power to make such improvements to any property within Glenn Hills as Declarant deems to be necessary or appropriate. The Declarant may permit builders and other contractors access to and upon the Common Area as Declarant may wish and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right of ingress, egress and parking on the Common Area and the right to store construction equipment and materials on the Common Area without the payment of any fee or charge whatsoever.
4. **OTHER RIGHTS:** Declarant shall have the right and power to execute all documents and do all other acts and things affecting Glenn Hills which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration, including, but not limited to, the right to designate another entity of the Declarant's choice including, without limitation, the Association, to assume or exercise the rights herein reserved to the Declarant.

ARTICLE XII **MISCELLANEOUS**

1. **ENFORCEMENT:** The Declarant, Association, or any Owner, whether acting jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; provided, however, the Declarant and the Association shall not be obligated to enforce any condition, covenant, restriction, reservation, lien or charge through legal proceedings or otherwise. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **REMEDIES:** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the Declarant, Association and any Owner shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof against any Owner or third party, the prevailing party shall be entitled to an award of reasonable attorneys' fees, expenses and costs.

3. **VARIANCE:** The Declarant, in its sole and reasonable discretion, shall have the right to grant approvals required by these covenants, conditions and restrictions, and to waive or vary these covenants, conditions and restrictions based upon conditions peculiar to an Owner's particular Lot or circumstances. Until such time as the Declarant has sold all of its Lots in Glenn Hills, the Association shall have the right to grant such approval, waiver or variance upon the prior written consent of the Declarant. Provided, however, any variance granted by the Declarant or the Association shall be in the interest of the Owner requesting such variance, consistent and in harmony with the construction and architectural guidelines and restrictions within Glenn Hills, shall not interfere with the peaceful use and enjoyment of their property by adjoining Lot Owners, and shall not decrease the property values in the neighborhood. Notwithstanding anything herein to the contrary, the Declarant shall have no liability for variances which do not conform to the standards set forth herein, in law or in equity.
4. **CORRECTION ASSESSMENT:** In the event that the Owner of any Lot shall violate any covenant herein, the Board of Directors of the Association or the Declarant shall have the right, upon five (5) days advance notice to the Owner of the Lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said Lot and to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the Lot and shall be a lien on such Lot, which may be enforced and foreclosed as contained in Article V herein.
5. **FLOOD CONTROL AND EASEMENTS:** The flood control and drainage easements which may be granted by Declarant in Glenn Hills are for drainage purposes. It shall be the responsibility of the Owners of the Lots on which such easements are located to maintain such easement for drainage purposes until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of drainage, provided, further, that no obstruction(e.g., no barbecue pits, swimming pools, etc.) trash or other debris shall be placed on or within said easements, nor shall any fill, change of grade, creation of channel, or other work be carried on without permission of the City of Glenpool, Department of Engineering. No grading, scraping, excavation or other re-arranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. No obstruction shall be placed on any Lot which would direct storm water onto another Owner's Lot or onto any Common Area.
6. **NO WAIVER:** The failure of the Declarant, Association, Owner or any grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
7. **SEVERABILITY:** Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8. **DISCLAIMER OF WARRANTY:** Except as expressly provided in writing, Declarant makes no warranty, express or implied, regarding Glenn Hills, including (without limitation) any Common Area or improvement therein, the sufficiency of utilities, the stormwater management design, the workmanship, design or materials used in every improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.
9. **BINDING EFFECT; AMENDMENT:** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Declarant, Association and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended, in whole or in part, modified, added to or changed at any time during the first ten (10) year period by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots, and thereafter at any time by an instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Declarant reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:
- (a). **SPECIAL AMENDMENT.** This Declaration may be amended unilaterally by Declarant at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Declarant believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to any such amendment on behalf of each Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Declarant to make, execute and record such amendments. The right and power of the Declarant to make such amendments hereunder shall terminate at such time as Declarant has sold all of its Lots in Glenn Hills [PUD].
- (b). **GENERAL AMENDMENTS:** Upon the conversion of all Class B membership into Class A membership, (i) the provisions of this paragraph 9 may be amended only by an instrument executed by all of the Owners; and (ii) any provision

relating to the rights of Declarant may be amended only with the written consent of Declarant. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this _____ day of October, 2016.

K&S DEVELOPMENTS, INC.
an Oklahoma corporation

By: _____
Pete Kourtis, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

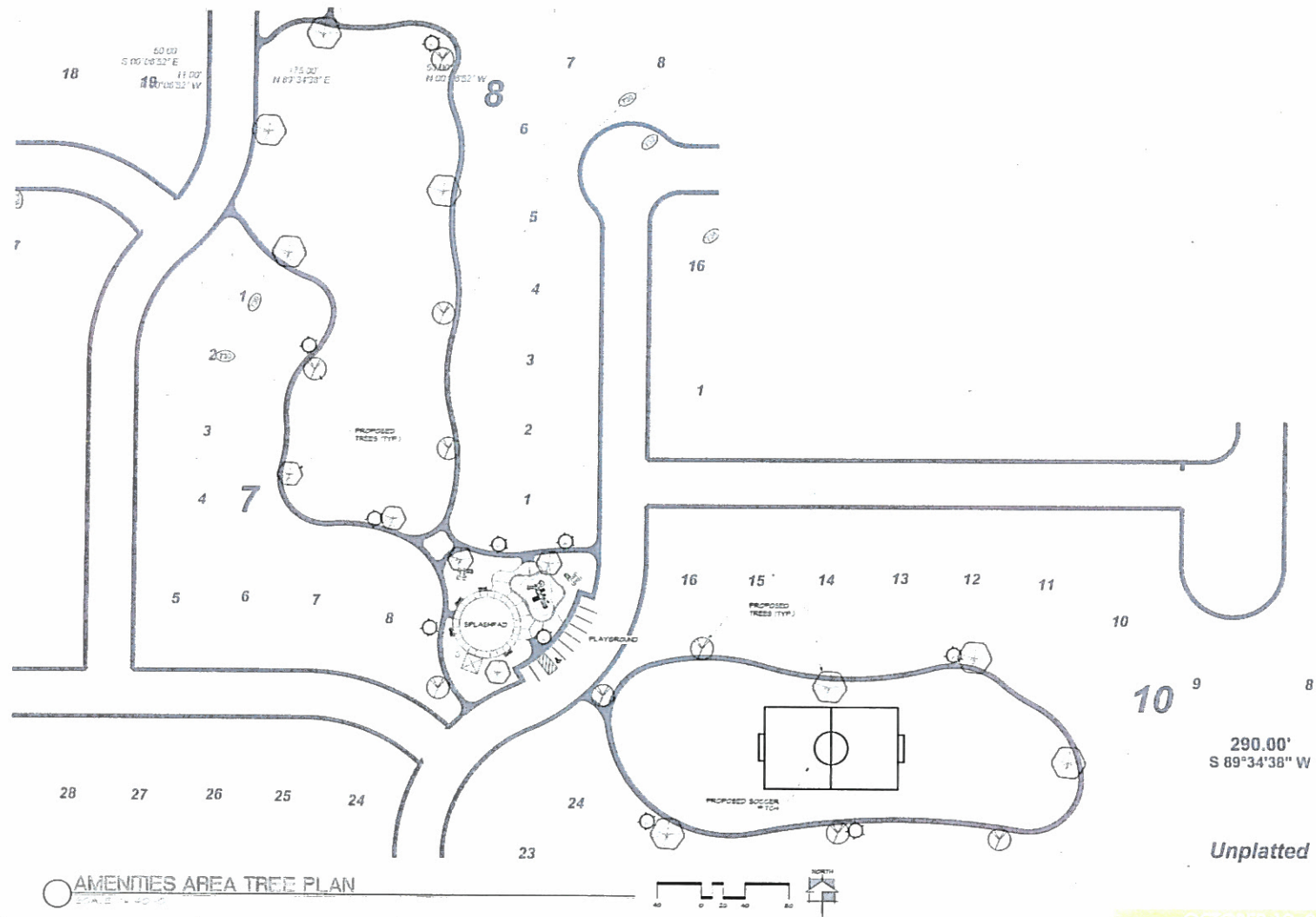
Before me, the undersigned, Notary Public, in and for said County and State, on this _____ day of October, 2016, personally appeared Pete Kourtis, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as President of K&S Developments, Inc., an Oklahoma corporation, 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 said Company, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

Notary Public

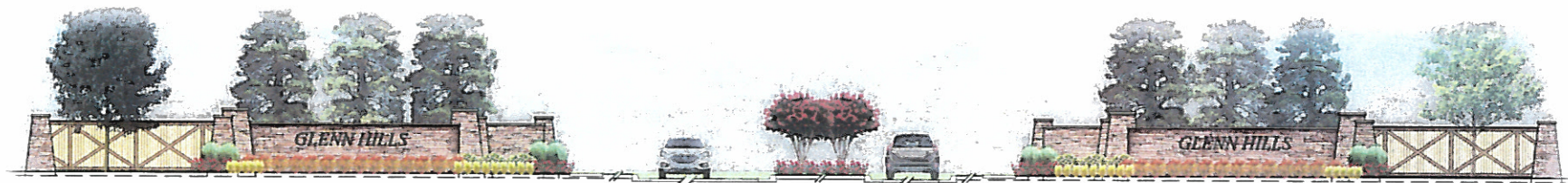
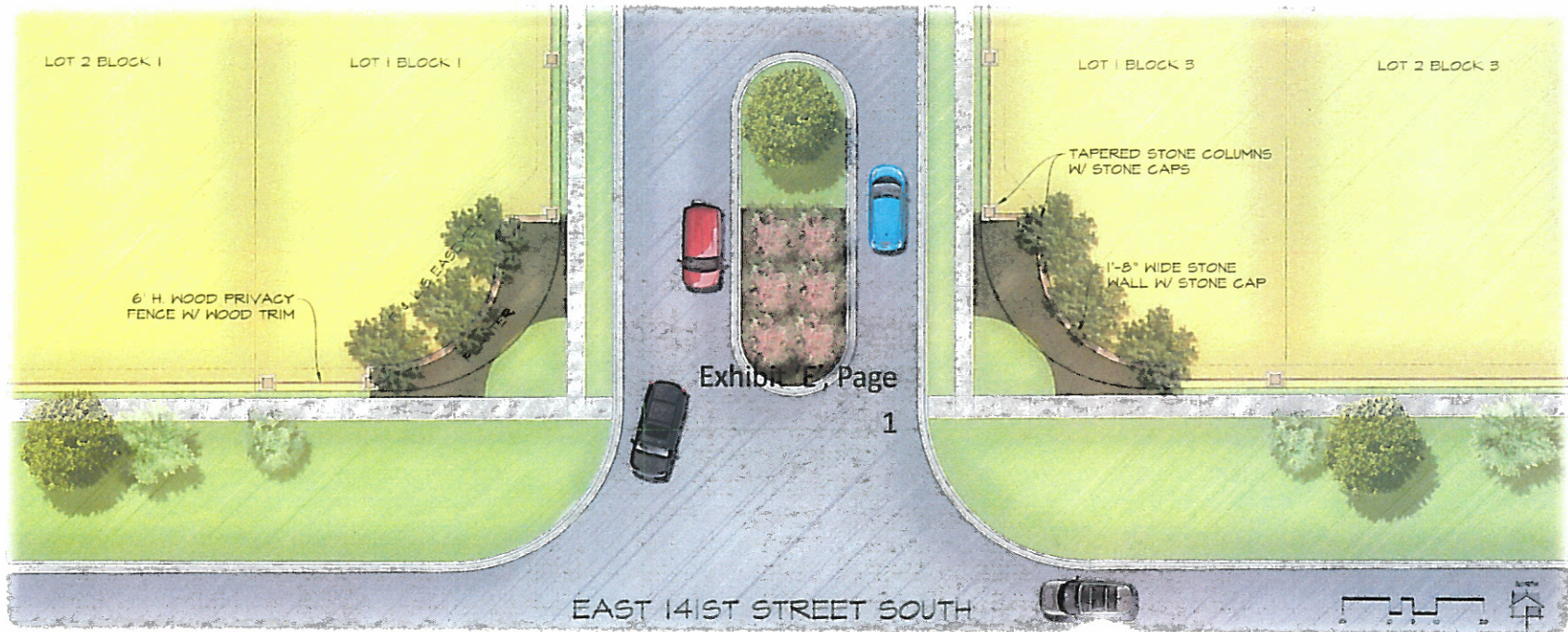
My Commission Expires:

Commission No.: _____

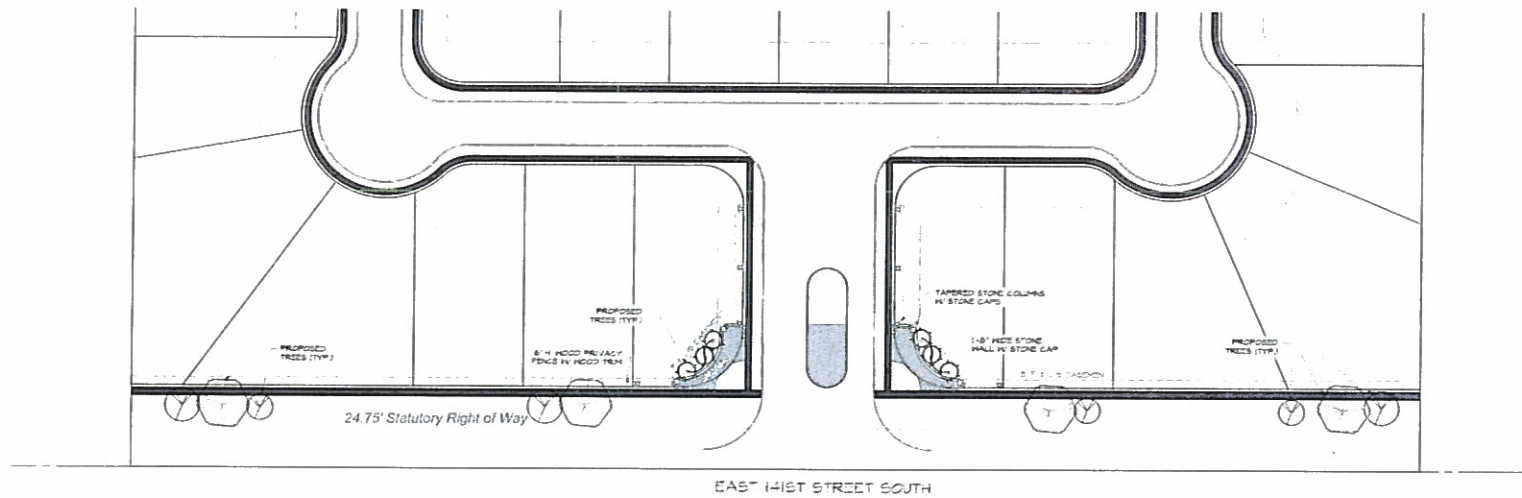


PDG
PLANNING DESIGN GROUP

GLENN HILLS - AMENITIES LANDSCAPING



CITY OF GLENPOOL LANDSCAPE REQUIREMENTS
 10' FENCE HEIGHT - 6' FENCE POSTS - 6' FENCE PICKETS
 10' FENCE HEIGHT - 6' FENCE POSTS - 6' FENCE PICKETS
 10' FENCE HEIGHT - 6' FENCE POSTS - 6' FENCE PICKETS
 10' FENCE HEIGHT - 6' FENCE POSTS - 6' FENCE PICKETS

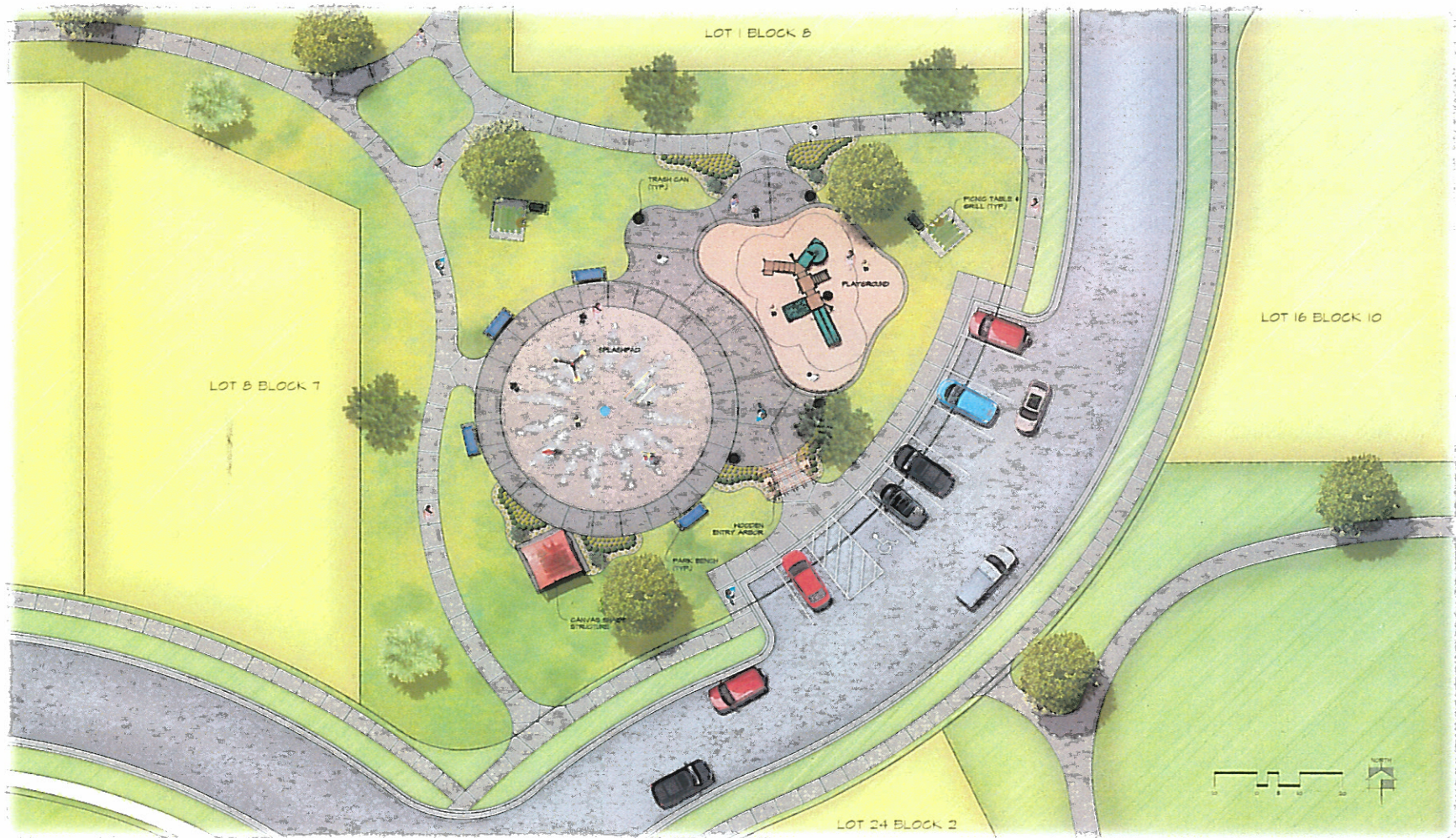


○ STREET FRONTAGE LAYOUT & TREE PLAN

PDG
 PLANNING DESIGN GROUP

GLENN HILLS - ENTRY LANDSCAPING

OCTOBER 19, 2016
 GLENPOOL, OKLAHOMA



PDG
PLANNING DESIGN GROUP

GLENN HILLS - AMENITIES AREA

OCTOBER 19, 2016
GLENPOOL, OKLAHOMA

ORDINANCE NO. 728

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM RESIDENTIAL SINGLE FAMILY HIGH DENSITY DISTRICT (RS-3), OFFICE LOW INTENSITY DISTRICT (OL) AND COMMERCIAL SHOPPING CENTER DISTRICT (CS) TO RESIDENTIAL SINGLE-FAMILY HIGHEST DENSITY DISTRICT (RS-4), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-256; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-256 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

WHEREAS, the City Council has reviewed said Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

SECTION 1: That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

General Location: West of the northwest corner of 141st Street and Peoria Avenue, and more particularly described as:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°34'38" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1280.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°34'38" WEST ALONG SAID SOUTHERLY LINE FOR 764.23 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 653.40 FEET; THENCE SOUTH 89°34'38" WEST AND PARALLEL WITH SAID SOUTHERLY LINE FOR 320.00 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH SAID WESTERLY LINE FOR 67.36 FEET; THENCE SOUTH 89°34'38" WEST FOR 283.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III SUBDIVISION; THENCE NORTH 00°03'17" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF

AMENDED PLAT OF KENDALWOOD III, FOR 999.27 FEET; THENCE NORTH 89°34'38" EAST ALONG THE SOUTHERLY LINE (BLOCKS 7 THRU 13) OF GLENN ABBEY SUBDIVISION AND PARALLEL WITH AND 1720.00 FEET NORTHERLY OF AS MEASURED PERPENDICULARLY TO SAID SOUTHERLY LINE FOR 1655.44 FEET; THENCE SOUTH 00°06'52" EAST AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 660.0 FEET; THENCE SOUTH 89°34'38" WEST PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 290.00 FEET; THENCE SOUTH 00°06'52" EAST PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1060.02 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND CONTAINING 48.8 ACRES MORE OR LESS.

Be amended from Residential Single Family High Density District (RS-3), Office Low Intensity District (OL) and Commercial Shopping Center District (CS) to Residential Single-Family Highest Density District (RS-4).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 13th day of December 2016.

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

ORDINANCE NO. 729

AN ORDINANCE AMENDING ORDINANCE NO. 458, APPROVING PLANNED UNIT DEVELOPMENT (PUD) NUMBER 34 ZONING DISTRICT DESIGNATION FOR SINGLE FAMILY RESIDENTIAL USES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City Council of Glenpool has adopted Ordinance No. 728, "An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Residential Single Family High Density District (RS-3), Office Low Intensity District (OL) And Commercial Shopping Center District (CS) To Residential Single-Family Highest Density District (RS-4), As Recommended By The Planning Commission Under Application GZ-256; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith," as a necessary prerequisite for approving and adopting this PUD Ordinance No. 729 and

WHEREAS, the City Council has reviewed the Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

SECTION 1: That the PUD Overlay District of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

General Location: West of the northwest corner of 141st Street and Peoria Avenue, and more particularly described as:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°34'38" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1280.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°34'38" WEST ALONG SAID SOUTHERLY LINE FOR 764.23 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 653.40 FEET; THENCE SOUTH 89°34'38" WEST AND PARALLEL WITH SAID SOUTHERLY LINE FOR 320.00 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH SAID WESTERLY LINE FOR 67.36 FEET; THENCE SOUTH 89°34'38" WEST FOR 283.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III SUBDIVISION; THENCE NORTH 00°03'17" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT

OF KENDALWOOD III, FOR 999.27 FEET; THENCE NORTH 89°34'38" EAST ALONG THE SOUTHERLY LINE (BLOCKS 7 THRU 13) OF GLENN ABBEY SUBDIVISION AND PARALLEL WITH AND 1720.00 FEET NORTHERLY OF AS MEASURED PERPENDICULARLY TO SAID SOUTHERLY LINE FOR 1655.44 FEET; THENCE SOUTH 00°06'52" EAST AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 660.0 FEET; THENCE SOUTH 89°34'38" WEST PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 290.00 FEET; THENCE SOUTH 00°06'52" EAST PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1060.02 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND CONTAINING 48.8 ACRES MORE OR LESS.

Be approved as PUD #34 in accordance with all applicable regulations of the City of Glenpool.

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 13th day of December 2016.

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

MEMORANDUM

TO: THE GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
PLAT WAIVER OF" PHILLIPS CORNER ADDITION HOTEL SITE"

DATE: December 13th, 2016

Background:

This is a Plat Waiver request from Cowan Group representing PVA Construction on a 50,000 sf tract that is located to the south of the SE/corner of 121st Street and US 75 Highway. All property upon rezoning is subject to a platting requirement before the tract is allowed to be developed. This is done so all the requirements of the subdivision regulations are satisfied, i.e. extend water and sewer, access to a dedicated street, storm water detention among others. This property was previously zoned CS and platted in 2006 as Phillips Corner Addition which satisfied the requirements listed above. A Comfort Inn hotel was built on the north end of the plat and, a commercial strip center was built in the middle of the plat facing US 75 highway. Meanwhile the bulk of the platted site has remained vacant. After discussion with staff, the property owner rezoned the vacant portions of the platted Addition (including the subject tract) from CS to CG zoning in order to make it appealing for future development and compatible with various uses, like the ones at the SW/corner of 121st Street and US 75 Highway in Southwest Crossroads Addition. When this rezoning was done, it became subject to platting again. It is the applicant's request to waive the platting requirement because it has been met by the Phillips Corner Addition plat and re-platting would not be beneficial to either the City of Glenpool or the owners.

Zoning Code Excerpt:

11-4-9: PLATTING REQUIRED:

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows: For any land which has been rezoned upon application of a private party.... no building permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat,..... Provided, that the city council, pursuant to their exclusive jurisdiction over subdivision plats, may remove the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat. (Ord. 665, 9-17-2012; amd. 2013 Code)

Technical Advisory Committee:

The Technical Advisory Committee met on Tuesday, December 2nd, 2016. The TAC members determined that all the necessary requirements for platting have been achieved by previous platting.

Staff Recommendation:

Staff supports the TAC finding and also recommends that the platting requirement be waived.

Planning Commission Recommendation:

The Planning Commission has scheduled this request for review at its meeting on 12/12/16, the date immediately before submission to the City Council. Staff will report the findings and recommendation of the Planning Commission verbally to the Council on 12/13/16.

Attachments:

1. Letter of Request for the plat waiver
2. Case Map

GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

[] ZONING [] PUD [] PUD AMENDMENT [x] PLAT WAIVER

12205 S. Yukon Ave, 2nd Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

www.glenpoolonline.com

APPLICATION INFORMATIONRECEIVED BY: RAM DATE FILED: 12/1/16 TAC DATE: 12/12/16 HEARING DATE: 12/13/16 CASE NUMBER N/A

[] RES [x] NON-RES [] COMBO RELATED ZONING OR PUD #: _____ BUILDING PERMIT APPLICATION NUMBER _____

NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATIONADDRESS OR DESCRIPTIVE LOCATION: South of Comfort Inn off Casper Street TRACT SIZE: _____LEGAL DESCRIPTION: Part of Lot 1 Block 1 Phillips Corner GlenpoolPRESENT USE: Vacant PRESENT ZONING CG by GZ-245 S-T-R 2/17/12**INFORMATION ABOUT YOUR PROPOSAL**PROPOSED NEW ZONING: N/A DEV. AREAS AFFECTED BY PUD AMENDMENT: N/A PUD PROPOSAL ATTACHED [] Y [x] NPROPOSED USE: Plat Waiver NATURE OF PUD AMENDMENT: Plat Waiver

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Cowan Group Engineering</u>	NAME: <u>PVA Construction LLC</u>
ADDRESS <u>5416 S. Yale Suite 210</u>	ADDRESS <u>4400 South Yellow Pine Ave</u>
CITY, ST, ZIP <u>YULSA OK 74135</u>	CITY, ST, ZIP <u>Broken Arrow OK 74011</u>
DAYTIME PHONE <u>918 949 6171</u>	DAYTIME PHONE <u>918-490-1348</u>
EMAIL <u>borrick@cowangroup.co</u>	EMAIL <u>vip4455@cox.com</u>
FAX <u>918 949 6174</u>	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>[Signature]</u> <u>12/12/16</u> <u>VP of PVA Construction LLC</u>	

DOES OWNER CONSENT TO THIS APPLICATION [x] Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Consulting Engineer**APPLICATION FEES**

BASE APPLICATION FEE	\$		\$100.00
ADDITIONAL FEE	\$	APPLICATION SUBTOTAL	\$
NEWSPAPER PUBLICATION	BILLED LATER		
SIGNS	\$50.00 X =	\$	
300' PROPERTY OWNERS MAILING & POSTAGE	1.00 + \$ =	\$	NOTICE SUBTOTAL
RECEIPT NUMBER:		TOTAL AMOUNT DUE	\$ \$100.00

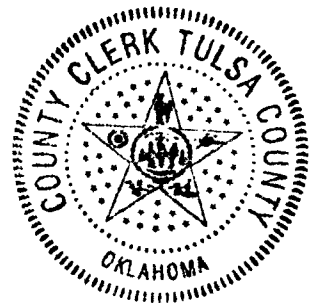
APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

DISPOSITION

PC REC.	COUNCIL ACTION
	DATE/VOTE <u>12/13/16</u>
DATE/VOTE <u>12/12/16</u>	ORDINANCE NO.
PLAT NAME <u>Phillips Corner</u>	PLAT WAIVER [x] Y [] N



000898562001



Legend:

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
SS/E = SANITARY SEWER EASEMENT
SD/E = STORM DRAINAGE EASEMENT
RW/E = RESTRICTED WATER LINE EASEMENT
L/E = LANDSCAPING EASEMENT
RW = RIGHT-OF-WAY

▨ = MUTUAL ACCESS EASEMENT (M.A.E.)

* = PLUGGED OIL WELL

PLAT No.
6061

Phillips Corner

PART OF THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 2,
TOWNSHIP 17 NORTH, RANGE 12 EAST, CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA

Owner/Developer:
TARO Developers, L.L.C.
An Oklahoma Limited Liability Company
224 East 8th Street
Tulsa, Oklahoma 74119
Phone: (918) 743-3456

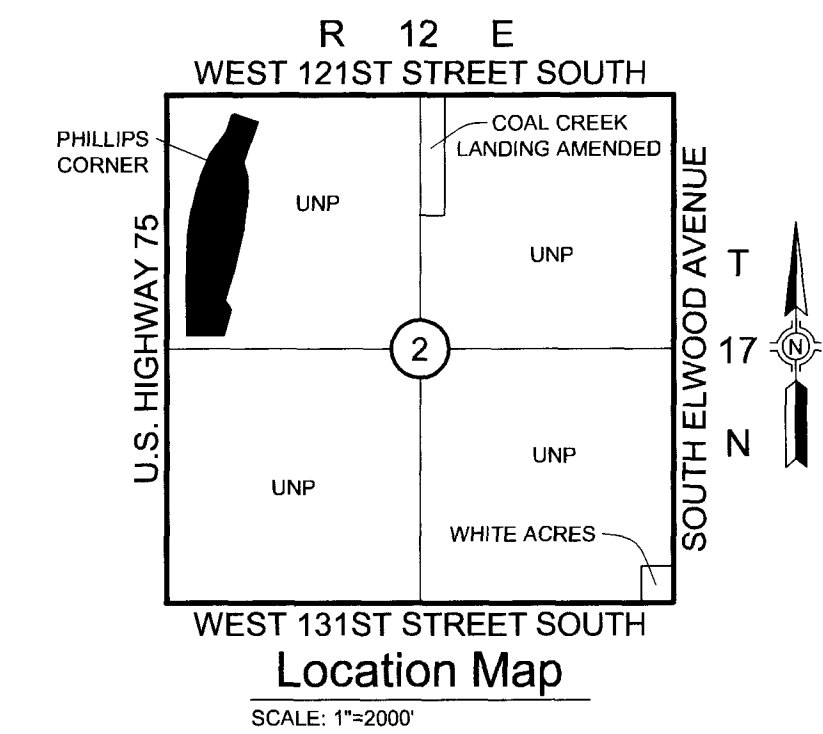
Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2007
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600

Subdivision Statistics:

SUBDIVISION CONTAINS FIVE (5) LOTS IN ONE (1)
BLOCK AND FIVE (5) RESERVE AREAS.

SUBDIVISION CONTAINS 27.723 TOTAL ACRES.

RESERVE AREA "A" CONTAINS 2.220 ACRES.
RESERVE AREA "B" CONTAINS 1.376 ACRES.
RESERVE AREA "C" CONTAINS 0.057 ACRES.
RESERVE AREA "D" CONTAINS 3.576 ACRES.
RESERVE AREA "E" CONTAINS 2.723 ACRES.



Monumentation:

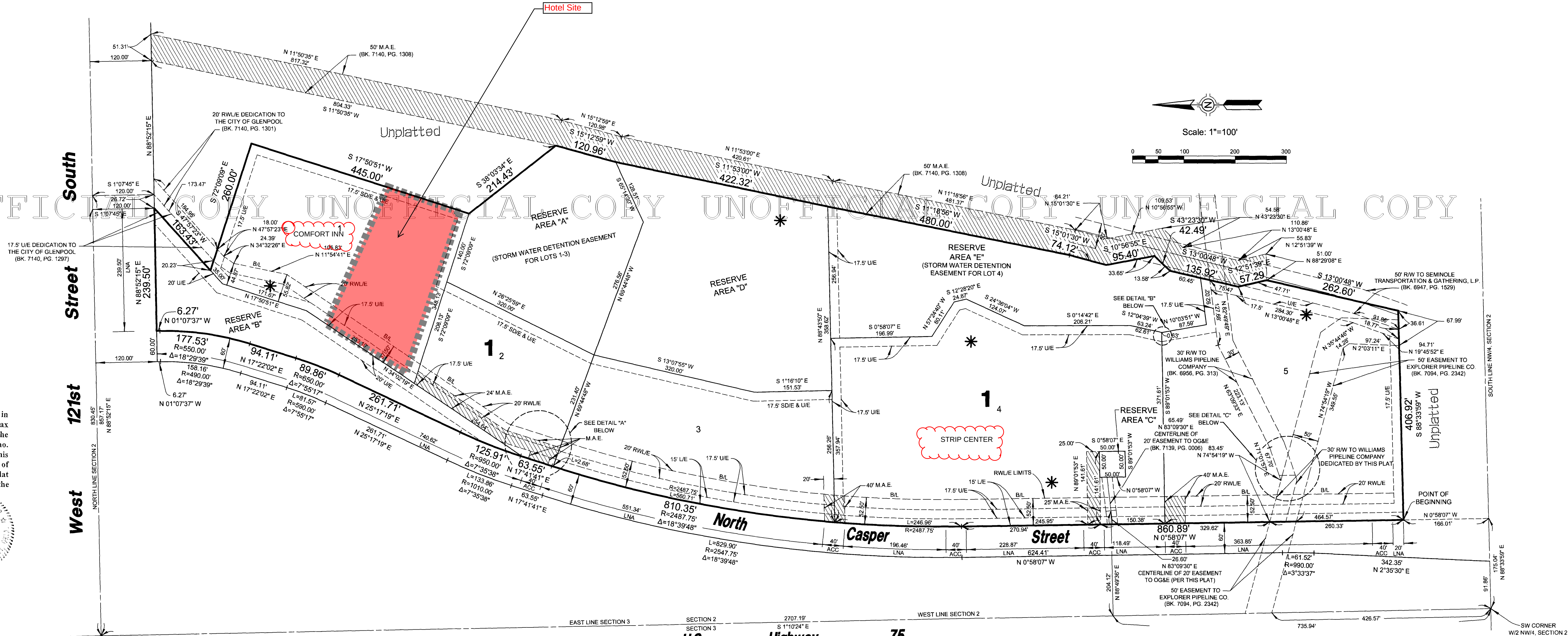
IRON PINS SET AT ALL PROPERTY CORNERS.

Basis of Bearing:

BASIS OF BEARING IS ASSUMED USING THE
WEST LINE OF SECTION 2 AS S 1°10'24" E

Note:

CITY OF GLENPOOL PLAT APPROVAL SIGNATURES
FOR THIS SUBDIVISION ARE LOCATED ON SHEET 3
OF THIS PLAT SET.



CERTIFICATE

I hereby certify that all real estate taxes involved in
this plat have been paid as reflected by the current tax
rolls. Security as required has been provided in the
amount of \$ 33.00 per trust receipt no.
rec to be applied to 20 06 taxes. This
certificate is NOT to be construed as payment of
20 06 taxes in full but is given in order that this plat
may be filed on record. 20 06 taxes may exceed the
amount of the security deposit.

Dated 11-Dec-06

Dennis Semler

Tulsa County Treasurer

By: Carol Dennis

Deputy

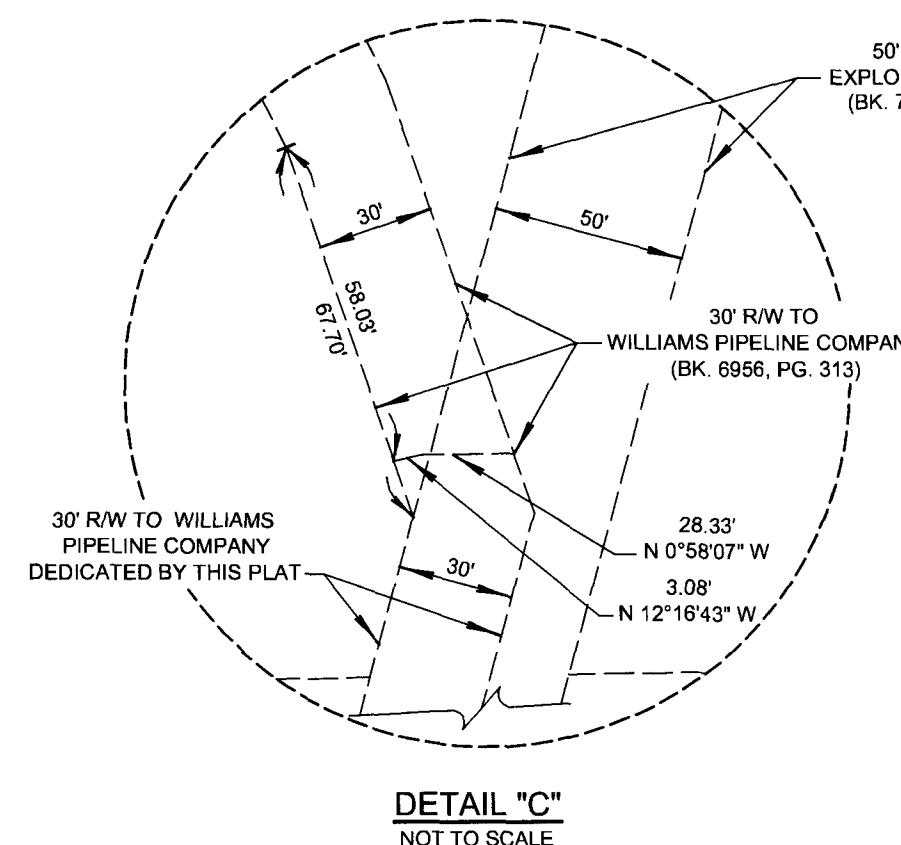
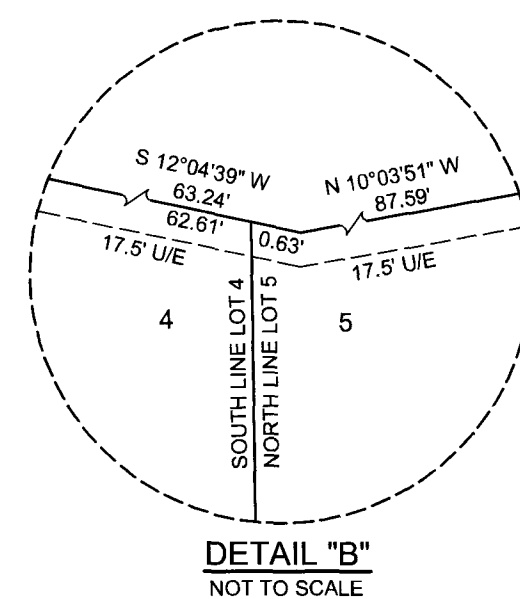
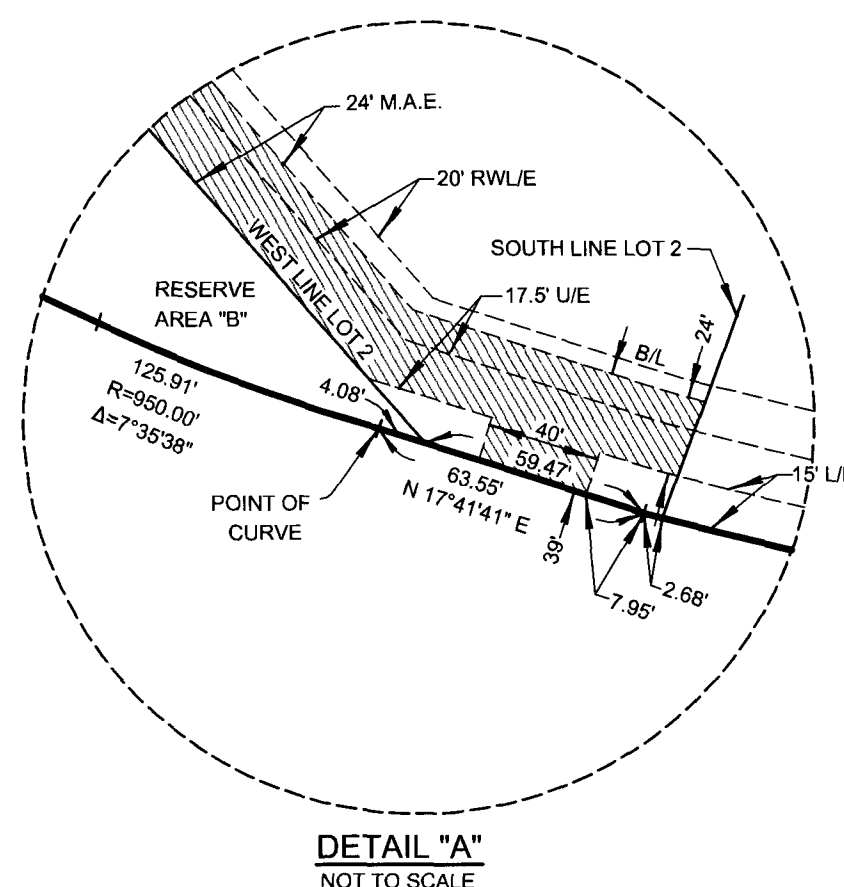
STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

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

Dated the 11 day of December, 2006
Earlene Wilson, Tulsa County Clerk

Deputy

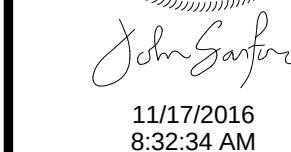
LOT	BLOCK	LOT SIZE (SQUARE FEET)
1	1	131,823.71
2	1	70,952.94
3	1	122,914.57
4	1	247,002.15
5	1	201,398.07



- NOTES:
- SANITARY SEWER SERVICE BY A GRAVITY FLOW LINE IS AVAILABLE TO A LIMITED PORTION OF LOT 5 AT THE TIME OF PLATTING. PUMPING TO THE GLENPOOL SANITARY SEWER SYSTEM MAY BE REQUIRED.
 - ON-SITE STORM WATER DETENTION FOR LOT 5 IS REQUIRED AT THE TIME OF BUILDING PERMIT APPLICATION FOR THE DEVELOPMENT OF LOT 5.
 - ALL STORM WATER RUNOFF FROM LOTS 2-3 AND THE IMPERVIOUS AREAS OF LOT 1 SHALL DRAIN TO THE DETENTION FACILITY LOCATED IN RESERVE AREA "A".
 - ALL STORM WATER RUNOFF FROM LOT 4 SHALL DRAIN TO THE DETENTION FACILITY LOCATED IN RESERVE AREA "E".

JSA
ARCHITECTS

JOHN SANFORD, AIA
NCARB



HOTEL GLENPOOL, OKLAHOMA

[illegible]

A100

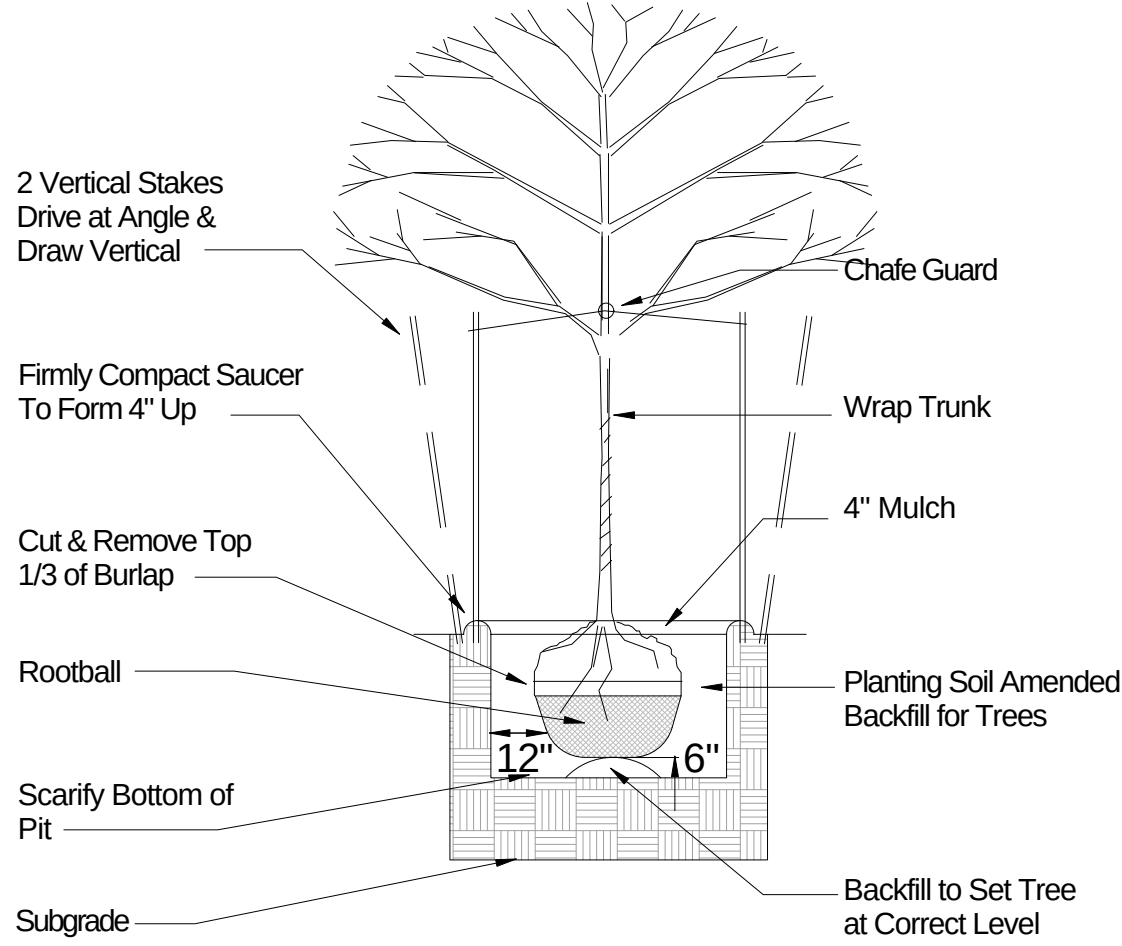


PARKING	
	2
PARKING SPACE	43
Grand total: 45	45

FLOOR TO LOT RATIO: 0.254

IBC 2015
BUILDING CLASSIFICATION: R-1
CONSTRUCTION TYPE: V-A
NOTE: BUILDING FULLY SPRINKLERED
NFPA 13R

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Deciduous Tree Planting Detail

Scale : None

PLANT LEGEND - SHRUBS, GRASSES, PERENNIALS & GROUNDCOVER:

KEYNOTE	TYPE AND FORM	MATURE SIZE	CHARACTERISTICS / COMMENTS	INSTALLED SIZE	CONTAINER	SUGGESTED SPECIES: SEE NOTE BELOW
1	NARROW UPRIGHT GROWING SHRUB OR BAMBOO	3' - 7' HT	THESE PLANTS ARE INTENDED TO GROW TOGETHER WITH A TREES TO CREATE A GREEN EDGE AROUND THE PATIO AREA OR OUTSIDE OF THE WINDOWS AT THE INSIDE POOL. THE PLANTS SHOULD MATCH AND MAINTAIN THEIR UPRIGHT FORM.	36" MIN.	5 GALLON	NANDINA DOMESTICA HEAVENLY BAMBOO
2	LOW GROWING FLOWERING PERENNIAL	18" HT.	LOW GROWING, FLOWERING, NON-INVASIVE	1 GALLON, FULL	1 GALLON	HEMEROCALLIS 'STELLA D'ORO' STELLA D'ORO DAYLILY
3	NARROW UPRIGHT GROWING ORNAMENTAL GRASS, BAMBOO, OR SHRUB	3' - 7' HT	THE PLANTS SHOULD MATCH AND MAINTAIN THEIR UPRIGHT FORM DUE TO THE NARROW SPACE.	42" MIN.	5 GALLON	NUZZA OR BLUE BAMBOO, NANDINA DOMESTICA HEAVENLY BAMBOO
4	ORNAMENTAL GRASS, OR SHRUB ACCENT PLANT	3' - 4' HT	NON-INVASIVE, CLUMP FORMING GRASSES OR SHRUB	18" MIN.	3 GALLON	NORTH OR EAST FACING: PRUNUS LAUROCEARASUS 'OTTO LUYKEN' OTTO LUYKEN LAUREL
5	LOW GROWING FLOWERING PERENNIAL	18" HT.	LOW GROWING, FLOWERING, NON-INVASIVE	1 GALLON, FULL	1 GALLON	COREOPSIS 'MOONBEAM' MOONBEAM COREOPSIS
6	GROUNDCOVER	18" HT.	SINGLE SPECIES OF DENSE GROWING GROUNDCOVERS THAT DOES NOT REQUIRE EXTENSIVE MAINTENANCE TO KEEP IT WITHIN ITS AREA. SPACE PLANTS TIGHTLY FOR INSTANT EFFECT	1 GALLON, FULL	1 GALLON	LIRIODIE MUSCARI 'BIG BLUE' BIG BLUE LILYBURY
7	LOW GROWING FLOWERING PERENNIAL OR GROUNDCOVER	18" HT.	LOW GROWING, FLOWERING, NON-INVASIVE. SHOULD BE A COLORED OR TEXTURAL ACCENT TO DIRECT VISUAL ATTENTION TOWARD THE SOIL	1 GALLON, FULL	1 GALLON	DIANTHUS S. 'FIREWITCH' FIREWITCH DIANTHUS
8	LOW GROWING GRASSLIKE PERENNIAL OR GROUNDCOVER	18" HT.	LOW GROWING, NON-INVASIVE, TOUGH	1 GALLON, FULL	1 GALLON	LIRIODIE MUSCARI 'BIG BLUE' BIG BLUE LILYBURY
9	MED / LOW GROWING ORNAMENTAL SHRUB	36" HT.	ORNAMENTAL SHRUB THAT PROVIDES INTEREST FROM ITS LEAF, FRUIT, LEAF COLOR, TEXTURE, AND/OR HABIT. MAXIMUM HEIGHT SHALL NOT INTERFERE VISION OF DRIVE.	15" MIN.	3 GALLON	NANDINA DOMESTICA HARBOUR ORNAMENT HARBOUR ORNAMENT HEAVENLY BAMBOO
10	LOW GROWING ORNAMENTAL GRASS	24" HT.	NON-INVASIVE, CLUMP FORMING ORNAMENTAL GRASS	2 GALLON, FULL	2 GALLON	ERAGROSTIS SPECTABILIS LOVE GRASS
11	MEDIUM SIZE ORNAMENTAL GRASS	36" - 48" HT.	NON-INVASIVE, CLUMP FORMING ORNAMENTAL GRASS	2 GALLON, FULL	2 GALLON	MULHENDERGIA CAPILLARIS PINK MULH GRASS
12	LOW TO MEDIUM SIZE EVERGREEN SHRUB	36" - 48" HT.	TOUGH, URBAN TOLERANT EVERGREEN SHRUB	18" MIN.	3 GALLON	PRUNUS LAUROCEARASUS 'OTTO LUYKEN' OTTO LUYKEN LAUREL
13	UPRIGHT GROWING MEDIUM SIZE EVERGREEN SHRUB	42" - 60" HT.	TOUGH, URBAN TOLERANT EVERGREEN SHRUB	18" MIN.	3 GALLON	NANDINA DOMESTICA HEAVENLY BAMBOO
14	UPRIGHT GROWING MEDIUM SIZE ACCENT SHRUB	3' - 5' HT	ACCENT SHRUB THAT PROVIDES INTEREST FROM ITS FLOWER, FRUIT, LEAF COLOR, TEXTURE, AND/OR HABIT.	24" MIN.	5 GALLON	NORTH OR EAST FACING: HYDRANGEA QUERCIFOLIA 'SNOW QUEEN' SNOW QUEEN DAWLEAF HYDRANGEA
15	LOW TO MEDIUM SIZE SHRUB	36" - 36" HT.	TOUGH, URBAN TOLERANT, LOW MAINTENANCE.	18" MIN.	3 GALLON	NORTH OR EAST FACING: QUICKS MICROPHYLLA 'WINTER GEM' WINTER GEM SORBOLOS
16	LOW TO MEDIUM SIZE EVERGREEN SHRUB	36" - 48" HT.	TOUGH, URBAN TOLERANT EVERGREEN SHRUB, ALLOW TO GROW TOGETHER INTO A HEDGE	24" MIN.	7 GALLON OR B&B	NORTH OR WEST FACING: DRIMYS JAPANESE LITTLE LITTLE PRINCESS SPIREA
17	LOW GROWING SHRUB	18" - 36" HT.	TOUGH, URBAN TOLERANT SHRUB, LOW MAINTENANCE	18" MIN.	3 GALLON	HYPERICUM CALYCEUM AMORH REAR
18	LOW TO MEDIUM SIZE COLORFUL SHRUB	24" - 36" HT.	TOUGH, URBAN TOLERANT SHRUB, LOW MAINTENANCE. SHOULD BE SELECTED FOR ITS COLOR, SUGGESTED VIA FREQUENT FLOWERS OR FOLIAGE COLOR	18" MIN.	3 GALLON	ROSA 'KNOCKOUT' KNOCKOUT ROSE
19	LOW GROWING FLOWERING PERENNIAL	18" HT.	LOW GROWING, FLOWERING, NON-INVASIVE	1 GALLON, FULL	1 GALLON	NORTH OR EAST FACING: LIRIODIE MUSCARI 'BIG BLUE' BIG BLUE LILYBURY
20	GROUPINGS OF VARIOUS LOW COLORFUL SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES	18" - 36" HT.	THIS AREA SHOULD BE INSTALLED WITH A VARIETY OF LOW SHRUBS, PERENNIALS, AND ORNAMENTAL GRASSES. A LARGE VARIETY OF SPECIES SHOULD BE CHOSEN THAT WILL PROVIDE FOUR SEASON INTEREST BASED ON BLOOM TIME, TEXTURE OR FOLIAGE COLOR. PLANTS SHOULD BE CHOSEN TO HAVE SOME THING IN BLOOM FROM SPRING TO FALL. SPACE PLANTS TIGHTLY TOGETHER FOR IMMEDIATE IMPACT. MAXIMUM SPACING IS ON CENTER FOR (5) GALLON PERENNIALS.	1 GALLON TO 3 GALLON, FULL	1 GALLON TO 3 GALLON	VARIOUS LOCALLY APPROPRIATE SPECIES SEE LIST TO CHARACTERISTICS / COMMENTS

SUGGESTED SPECIES NOTE:

THESE SUGGESTED SPECIES ARE PROVIDED ONLY AS A GUIDE TO REINFORCE THE DESIGN INTENT. THE INDICATED PLANTS MAY OR MAY NOT BE APPROPRIATE FOR LOCAL CONDITIONS. SOME SPECIES INDICATED WHILE ZONE APPROPRIATE, MAY NOT BE WELL SUITED FOR MOUNTAINOUS, DESERT, OR WEST COAST MICROCLIMATES. THE SPECIES SELECTION SHOULD BE MADE BASED ON THE DESIGN INTENT TO MEET SITE SPECIFIC CONDITIONS (INCLUDING SOILS, PH, SOLAR ORIENTATION, WIND CONDITIONS, MICROCLIMATE, ELEVATION, SUSCEPTIBILITY TO DISEASE, EXPECTED RAINFALL, IRRIGATION CAPABILITIES, AND LOCAL CODES) BY AN EXPERIENCED LANDSCAPE DESIGNER FAMILIAR WITH LOCAL CONDITIONS.

PLANT LEGEND - TREES:

KEYNOTE	TYPE AND FORM	MATURE SIZE	CHARACTERISTICS / COMMENTS	INSTALLED SIZE	CONTAINER	SUGGESTED SPECIES:
1	SPECIMEN TREE	6' - 8' HT. 120 SP.	THIS IS INTENDED TO BE A DOMINANT UPRIGHT TREE. IT IS CONSIDERED AN EYE-CATCHING SPECIMEN BY ITS UNIQUE AND INTERESTING CHARACTERISTICS SUCH AS: HABIT, BARK, LEAF COLOR, TEXTURE, OR COMBINATION THEREOF. THE HIGHEST PRIORITY AND BIGGEST MUST BE INTEREST IN FORM, SHAPE, HABIT, IT MAY BE SINGLE OR MULTI-TRUNK. TOLERANT OF URBAN CONDITIONS.	MIN. 4" CALIPER OR 12" HT. IN MULTI-TRUNK	B&B OR MIN. 48" B&B	PAVIA SERRATA 'PRIMA' PAVIA WEEDING EUROPEAN BEECH
2	CANOPY TREE - MODERATELY TO UPRIGHT	20' - 35' HT. 20' - 35' SP.	THIS TREE IS INTENDED TO FORM A 'CEILING' TO THE PATIO AREA. THE TREE MUST HAVE A MINIMUM OF 1' CLEAR TRUNK. THE BRANCHING SHOULD HAVE A SPREADING HABIT THAT ENABLES IT TO INTERFERE WITH THE LIGHTING EFFECT.	MIN. 4" CALIPER	B&B OR MIN. 48" B&B	ACER CAMPESTRE REDWOOD MAPLE
3	UPRIGHT GROWING CANOPY TREE	30' HT. CANOPY TREE	SINGLE TRUNK, NO FLESHY FRUIT, SEEDLESS OR MINIMAL SEEDS, NOT WEEDY, NO SAP DROPS, STRONG BRANCHED, SLOW TO MODERATE GROWTH RATE, TOLERANT OF URBAN CONDITIONS.	MIN. 3 1/2" CALIPER	B&B OR MIN. 36" B&B	ZELENYA SERRATA 'VILLAGE GREEN' VILLAGE GREEN JAPANESE ELSTON
4	MEDIUM TO LARGE SHADE TREE	40' HT. 120 SP.	SINGLE TRUNK, NO FLESHY FRUIT, SEEDLESS OR MINIMAL SEEDS, NOT WEEDY, NO SAP DROPS, STRONG BRANCHED, SLOW TO MODERATE GROWTH RATE, TOLERANT OF URBAN CONDITIONS.	MIN. 3 1/2" CALIPER	B&B OR MIN. 36" B&B	LILMUS + 'HOMESTEAD' HOMESTEAD LILM
5	MEDIUM SIZE ORNAMENTAL TREE	20' - 35' HT. 20' - 35' SP.	SINGLE TRUNK OR MULTI-TRUNK, CLUMPED FORM, FLOWERING, NOT WEEDY, NO FLESHY FRUIT	MIN. 3 1/2" CALIPER OR 4" HT. TRUNKED	B&B OR MIN. 36" B&B	LAGERSTROMIA INDICA CRAPE WHITE
6	MEDIUM UPRIGHT TO OVAL SHAPED SHADE TREE	15' HT. 120 SP.	SINGLE TRUNK, SEEDLESS OR MINIMAL SEEDS, NOT WEEDY, NO SAP DROPS, STRONG BRANCHED, TOLERANT OF URBAN CONDITIONS.	MIN. 3 1/2" CALIPER	B&B OR MIN. 36" B&B	ACER RUBRUM RED MAPLE
7	SMALL SPECIMEN TREE	10' HT. 8' SP.	SMALL SPECIMEN TREE OR LARGE SHRUB. IT IS CONSIDERED AN INTERESTING SPECIES BY ITS UNIQUE AND INTERESTING CHARACTERISTICS SUCH AS HABIT, BARK, FOLIAGE, TEXTURE OR COMBINATION THEREOF. A FORM SHOULD BE SELECTED THAT DOES NOT OVERHANG THE SIDEWALK. IT SHOULD HAVE SOME BROAD LEAF INTEREST.	6" HT.	B&B OR 12" B&B	ACER PALMUTUM 'BURGUNDY LACE' BURGUNDY LACE JAPANESE MAPLE

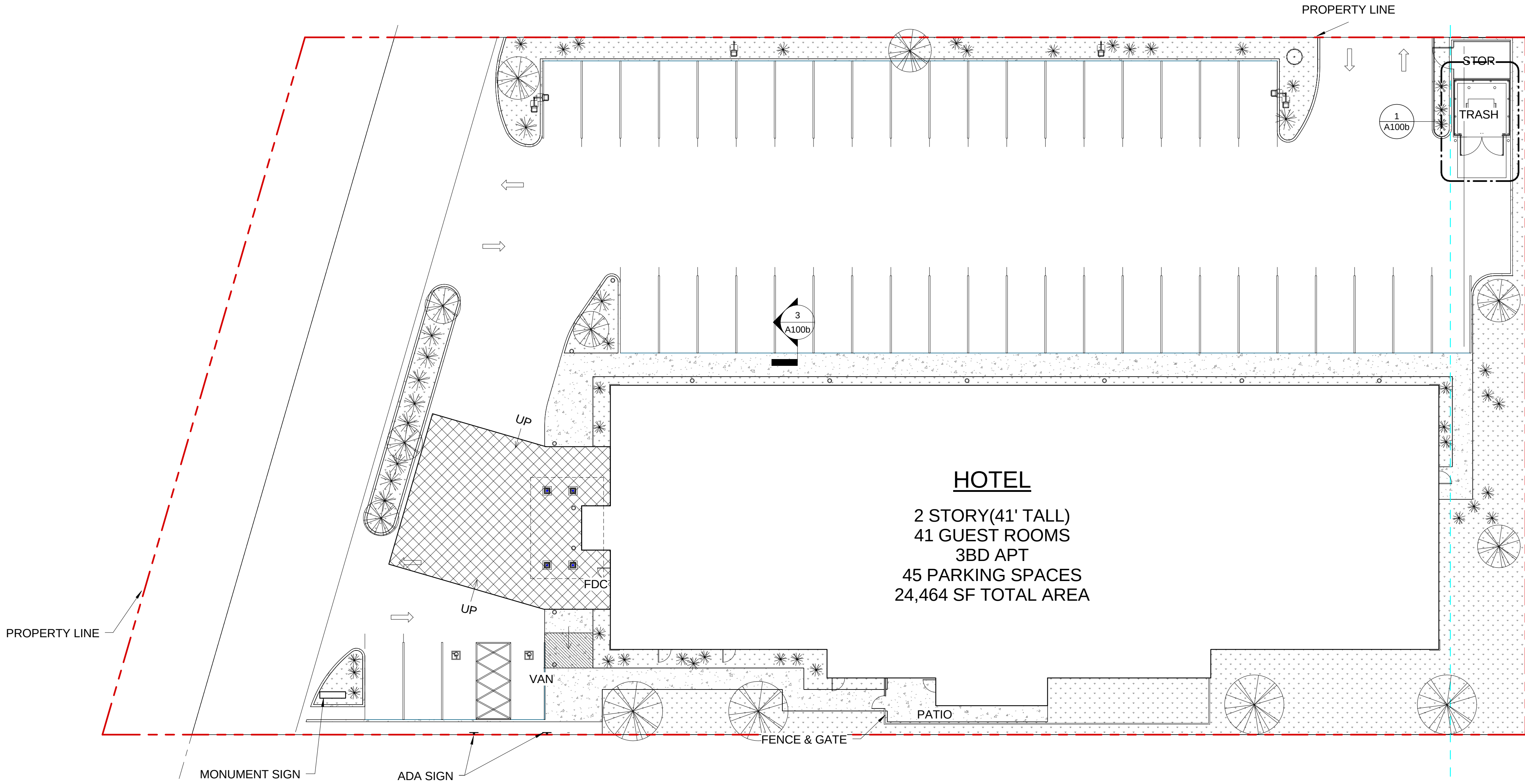
SUGGESTED SPECIES NOTE:

THESE SUGGESTED SPECIES ARE PROVIDED ONLY AS A GUIDE TO REINFORCE THE DESIGN INTENT. THE INDICATED PLANTS MAY OR MAY NOT BE APPROPRIATE FOR LOCAL CONDITIONS. SOME SPECIES INDICATED, WHILE ZONE APPROPRIATE, MAY NOT BE WELL SUITED FOR MOUNTAINOUS, DESERT, OR WEST COAST MICROCLIMATES. THE SPECIES SELECTION SHOULD BE MADE BASED ON THE DESIGN INTENT TO MEET SITE SPECIFIC CONDITIONS (INCLUDING SOILS, PH, SOLAR ORIENTATION, WIND CONDITIONS, MICROCLIMATE, ELEVATION, SUSCEPTIBILITY TO DISEASE, EXPECTED RAINFALL, IRRIGATION CAPABILITIES, AND LOCAL CODES) BY AN EXPERIENCED LANDSCAPE DESIGNER FAMILIAR WITH LOCAL CONDITIONS.

LOT COVERAGE:

HOTEL 12,683.47
CONCRETE: 4,431.25
LANDSCAPE: 6,990.59
ASPHALT: 18,622.97

FLOOR TO LOT RATIO: 0.254



1 LANDSCAPE PLAN
1/16" = 1'-0"

THESE DRAWINGS ARE PRELIMINARY IN NATURE AND INTENDED FOR REVIEW AND PERMITTING. DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT ARCHITECT'S AND ENGINEER'S SIGNATURE AND THEIR DATE OF ISSUE FOR CONSTRUCTION.

JSA
ARCHITECTS

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JHNSANFORD@AOL.COM
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JOHN SANFORD, AIA
NCARB



John Sanford

11/17/2016
8:32:43 AM

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

HOTEL
GLENPOOL, OKLAHOMA

PERMIT NO:

No.	Description	Date

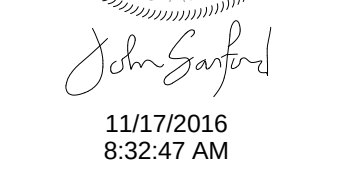
SHEET

A100L
LANDSCAPE PLAN

CODE		COLOR SCHEME			
		A-PREFERRED	B-ALTERNATE	C-ALTERNATE	D-ALTERNATE
ST1	STUCCO 1	CRISP LINEN #611Y 89/040	CRISP LINEN #611Y 89/040	CRISP LINEN #611Y 89/040	CRISP LINEN #611Y 89/040
ST2	STUCCO 2	RUSSIAN WHITE #20Y 68/102	SILVER SCREEN #30Y 72/009	WOODWIND #20Y 74/055	WOODWIND #20Y 74/055
ST3	STUCCO 3	SABLE SANDS #20Y 38/225	WEXFORD FOG #30Y 40/029	MANILLA TAN #20Y 61/127	PATE SHELL #20Y 54/342
ST4	STUCCO 4 (ALT. ONLY)	OLIVE BROWN #20Y 12/163	BLACK SWAN #50Y 06/077	OLIVE BROWN #20Y 12/163	OLIVE BROWN #20Y 12/163
STN	STONE	MATCH STUCCO 3	MATCH STUCCO 3	MATCH STUCCO 3	MATCH STUCCO 3
CST	CAST STONE	MATCH STUCCO 1	MATCH STUCCO 1	MATCH STUCCO 1	MATCH STUCCO 1
ALL	ALUMINUM LOUVER	CLEAR ANOIZED	CLEAR ANOIZED	CLEAR ANOIZED	CLEAR ANOIZED
ALW	ALUMINUM WINDOWS	CLEAR ANOIZED	CLEAR ANOIZED	CLEAR ANOIZED	CLEAR ANOIZED

JSA
ARCHITECTS

JOHN SANFORD, AIA
NCARB

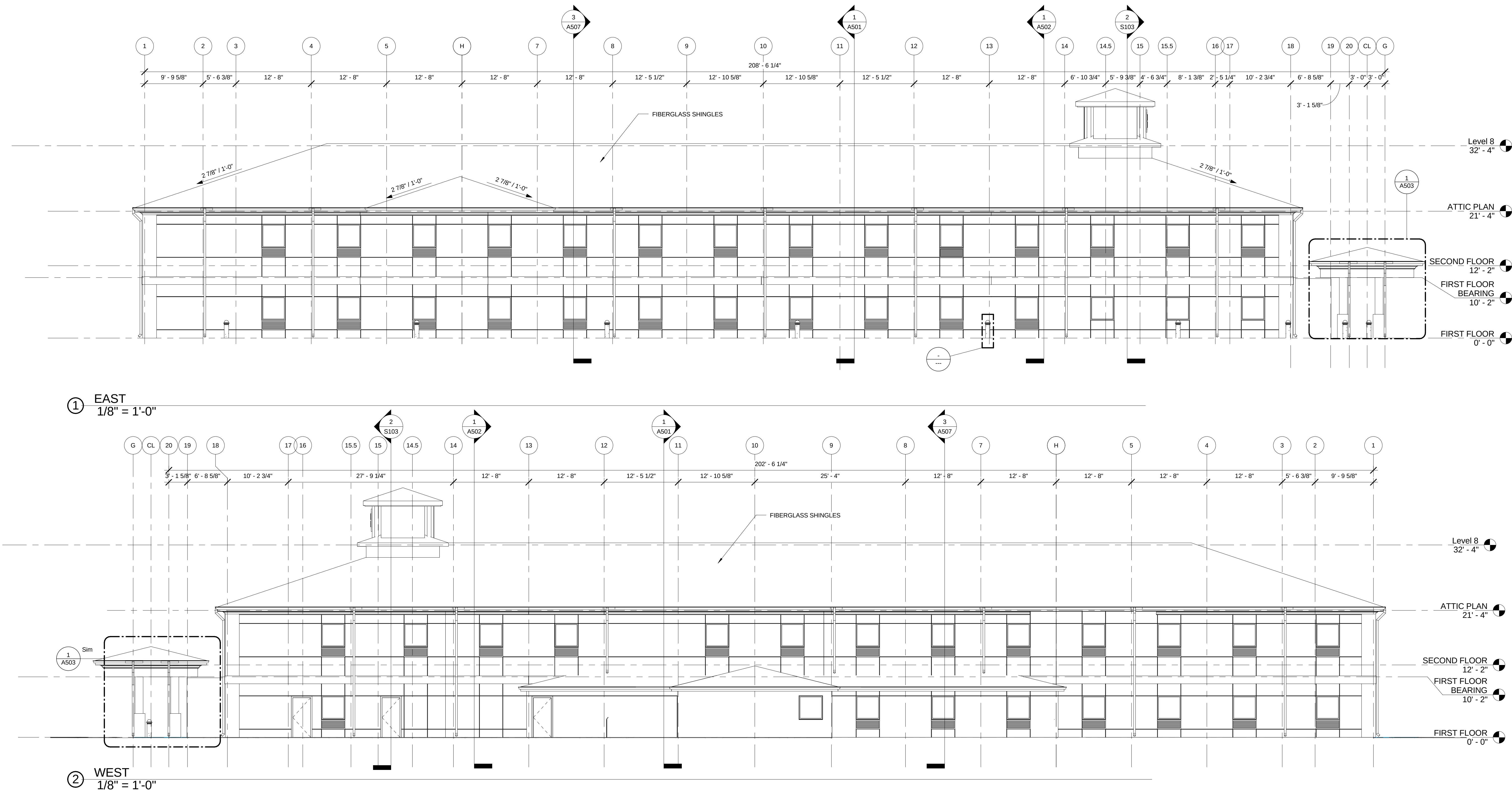


PERMIT NO:

SHEET

A200

EXTERIOR
ELEVATIONS

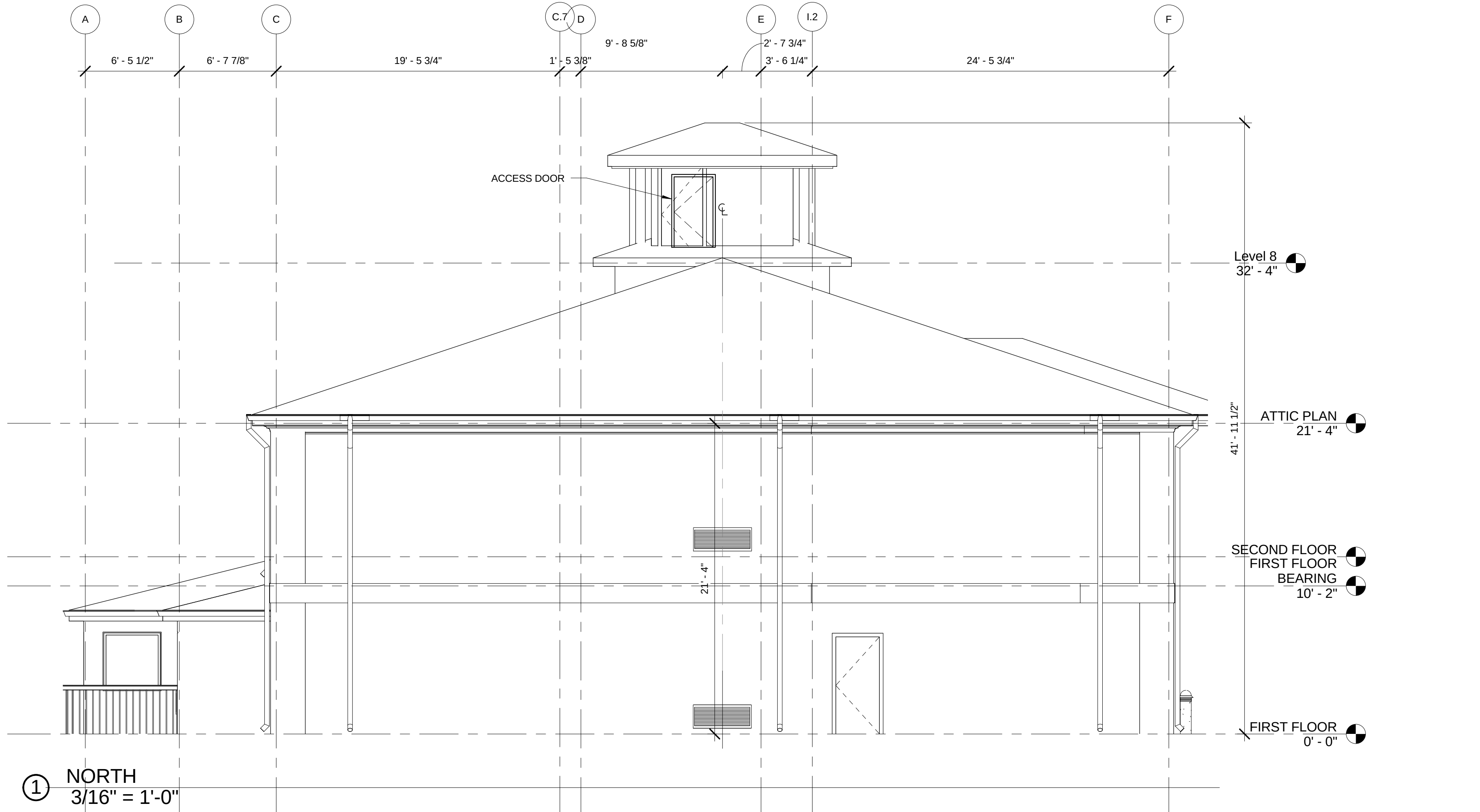


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EXTERIOR FINISH SCHEDULE

CODE		COLOR SCHEME			
		A-PREFERRED	B-ALTERNATE	C-ALTERNATE	D-ALTERNATE
ST1	STUCCO 1	CRISP LINEN #61YY 89/040	CRISP LINEN #61YY 89/040	CRISP LINEN #61YY 89/040	CRISP LINEN #61YY 89/040
ST2	STUCCO 2	RUSSIAN WHITE #20YY 68/102	SILVER SCREEN #30YY 72/009	WOODWIND #20YY 74/055	WOODWIND #20YY 74/055
ST3	STUCCO 3	SABLE SANDS #20YY 38/225	WEXFORD FOG #30GY 40/029	MANILLA TAN #20YY 61/127	PATE SHELL #20YY 54/342
ST4	STUCCO 4 (ALT. ONLY)	OLIVE BROWN #20YY 12/163	BLACK SWAN #50GY 06/077	OLIVE BROWN #20YY 12/163	OLIVE BROWN #20YY 12/163
STN	STONE	MATCH STUCCO 3	MATCH STUCCO 3	MATCH STUCCO 3	MATCH STUCCO 3
CST	CAST STONE	MATCH STUCCO 1	MATCH STUCCO 1	MATCH STUCCO 1	MATCH STUCCO 1
ALL	ALUMINUM LOUVER	CLEAR ANODIZED	CLEAR ANODIZED	CLEAR ANODIZED	CLEAR ANODIZED
ALW	ALUMINUM WINDOWS	CLEAR ANODIZED	CLEAR ANODIZED	CLEAR ANODIZED	CLEAR ANODIZED

NOTE: MATCH THE INDICATED STUCCO COLORS. COLORS ARE FROM THE ICI PAINTS CATALOG.



① NORTH
3/16" = 1'-0"



② SOUTH
3/16" = 1'-0"

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JSA
ARCHITECTS

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11/17/2016
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HOTEL
GLENPOOL, OKLAHOMA

PERMIT NO:

No.	Description	Date

SHEET

A202
EXTERIOR
ELEVATIONS



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | www.INCOG.org

November 21, 2016

Honorable Tim Fox
Mayor of Glenpool
12205 S. Yukon Avenue
Glenpool OK 74033

Re: Appointments to INCOG Board of Directors and General Assembly

Dear Mayor Fox:

According to the INCOG Bylaws, "the officers and members of the Board of Directors shall hold office for a term of two (2) years, said term commencing on the first day of January on each odd-numbered year, following their selection." The representative must be an elected official.

We are requesting that the City of Glenpool designate its representative, and an alternate if desired, to the INCOG Board of Directors for the upcoming two-year term. Currently, you are the Glenpool representative on the INCOG Board of Directors, and Roger Kolman and Lowell Peterson are the alternates.

Also, the INCOG By-laws provide for the appointment of a representative to the INCOG General Assembly. Each participating member may appoint one elected official as a representative to the General Assembly. The General Assembly typically meets once a year. Currently, you are the Glenpool representative to the General Assembly and Roger Kolman is the alternate.

Please notify us of your INCOG Board and General Assembly appointments in writing or by email to lhensch@incog.org by January 3, 2017, if possible. If you have any questions, please do not hesitate to contact me or Linda Hensch, at (918) 584-7526. We look forward to continuing to work with you in the coming year.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rich Brierre", is written over a horizontal line.

Rich Brierre
Executive Director

RB/lh

cc: Roger Kolman
Lowell Peterson

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Tuesday, December 13, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from November 15, 2016 meetings.
 - 2) Presentation and discussion concerning the National League of Cities Service Line Warranty Program.
(Roger Kolman, City Manager/Ashley Shiwarski, Utility Service Partners, Inc.)
 - 3) Discussion and possible action to approve Change Order Request No. 3 from Goins Enterprises decreasing the contract price by \$8,979.00.
(Lynn Burrow, Community Development Director)
- E) Adjournment

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

Signed: _____
Clerk



Public Works Director's Report

December 13, 2016

To: Glenpool Utility Services Authority Board Members,

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

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- Received the letter for the ODEQ annual CEI inspection, we are working on the response letter at this time.
- Received the new discharge permit from ODEQ.
- No sewer backups were reported.

Water Distribution:

- Meter reading started on October 30th.
- Meter reading was completed on November 10th.
- Total rereads for October were 150 of which 10 were incorrect reads and 2 were sent out for 2nd re reads.
- 256 Service Orders, 12 Blue tags were issued by the water billing dept.
- 10 New construction meters were set and 6 meter replacements.
- 427 Line locates were issued by call Okie.
- 24 Field work orders were issued.
- 124 turned off for nonpayment.

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
November 15, 2016**

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

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

A) Chairman Fox called the meeting to order at 8:09 p.m.

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

C) Public Works Director Report - Wes Richter, Director of Public Works

- Mr. Richter stated routine waste water treatment reports were submitted to ODEQ.
- Mr. Richter provided specific data regarding routine Water Department activities.

D) Scheduled Business:

1) Discussion and possible action to approve minutes from October 3, and October 17, 2016 meetings.

MOTION: Trustee Kearns moved, second by Trustee Agee to approve minutes as presented.

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

AGAINST: None

Motion carried.

2) Discussion and possible action to approve Engagement Letter from Anne Elfrink, CPA for Agreed Upon Procedures for fiscal years ending June 30, 2017 and 2018, jointly with the City of Glenpool and Creek County Rural Water District II in accordance with the Agreement of Settlement and Release dated May 2015.

MOTION: Trustee Kearns moved, second by Trustee Agee to approve Engagement Letter from Ann Elfrink, CPA for AUP for FY June 30, 2017 and 2018.

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

AGAINST: None

Motion carried.

3) Discussion and possible action to approve 2017 Meeting Calendar.

MOTION: Trustee Kearns moved, second by Trustee Agee to amend 2017 Calendar to reflect a 6:00 p.m. meeting time, otherwise approve as presented.

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

AGAINST: None

Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 8:15 p.m.

Date

Chairman

ATTEST:

Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:30 p.m. immediately following the Glenpool Utility Service Authority meeting, Tuesday, December 13, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from November 15, 2016 meetings.
- D)** Adjournment.

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

Signed: _____
City Clerk

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING
November 15, 2016**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Jacqueline Triplett-Lund; Patricia Agee; and Brandon Kearns.

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

A) Timothy Fox, Chairman called the meeting to order at 8:15 p.m.

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

C) Scheduled Business

1) Discussion and possible action to approve minutes from October 3, and October 17, 2016 meetings.

MOTION: Trustee Agee moved, second by Trustee Kearns to approve minutes as presented.

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

AGAINST: None

Motion carried.

2) Discussion and possible action to approve 2017 Meeting Calendar.

MOTION: Trustee Kearns moved, second by Trustee Lund to amend 2017 Calendar to reflect a 6:00 p.m. meeting time, otherwise approve as presented.

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

AGAINST: None

Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 8:17 p.m.

Date

Chairman

ATTEST:

Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority meeting, Tuesday, December 13, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from November 15, 2016 meetings.
- F)** Adjournment.

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

Signed: _____
District Administrator/Secretary



Brian Cook
Chief of Operations
PO Box 2398
Owasso, OK 74055
Office: 918.609.5827
Email: bcook@mercy-regional.com

To: Honorable Chair and GEMS Board Members

From: Brian Cook, Chief of Operations

Date: December 7, 2016

Ref: EMS Report November 10, 2016 – December 6, 2016

During the time period of November 10, 2016 through December 6, 2016 we logged 109 EMS responses. Only 70 incidents were transported to a hospital while 20 patients refused transport. Five calls were cancelled; four calls were logged as no patient found and we provided one scene standby at a house fire. We called for mutual aid eight times and provided mutual aid once.

Our response time compliance was 98% as we were late twice. One call was south of 191st and it took twelve minutes. The second call we were late on was call number 5095 and it was off 201st Street south and we were given the wrong address and once we arrived in the area the house was difficult to locate because there were no visible house numbers posted.

We have prepared for winter and the possibility of inclement weather. All of our ambulances have been equipped with aggressive snow tires and we will run them through the winter months. This has proven to be the best option for traveling in snow and ice.

CRun	Call Date	Destination	Dispatched	En Route	On Scene
16-4144	11/10/2016 4:49	ST. FRANCIS S	11/10/2016 4:50	11/10/2016 4:52	11/10/2016 4:56
16-4149	11/10/2016 6:29	ST. FRANCIS T	11/10/2016 6:29	11/10/2016 6:30	11/10/2016 6:33
16-4153	11/10/2016 9:44	ST. FRANCIS T	11/10/2016 9:45	11/10/2016 9:45	11/10/2016 9:52
16-4154	11/10/2016 9:54	ST. FRANCIS T	11/10/2016 9:59	11/10/2016 9:59	11/10/2016 10:02
16-4157	11/10/2016 10:07	CANCELLED E	11/10/2016 10:07	11/10/2016 10:07	
16-4158	11/10/2016 10:08	CANCELLED E	11/10/2016 10:08	11/10/2016 10:08	
16-4182	11/10/2016 15:51	ST. FRANCIS S	11/10/2016 15:52	11/10/2016 15:54	11/10/2016 15:56
16-4187	11/10/2016 19:14	ST. JOHN TUL	11/10/2016 19:15	11/10/2016 19:16	11/10/2016 19:18
16-4189	11/10/2016 21:11	HILLCREST MI	11/10/2016 21:12	11/10/2016 21:12	11/10/2016 21:15
16-4196	11/11/2016 8:07	ST. FRANCIS T	11/11/2016 8:07	11/11/2016 8:08	11/11/2016 8:10
16-4198	11/11/2016 9:04	ST. FRANCIS T	11/11/2016 9:06	11/11/2016 9:08	11/11/2016 9:14
16-4223	11/11/2016 18:21	SIGNED PATIE	11/11/2016 18:21	11/11/2016 18:22	11/11/2016 18:26
16-4225	11/11/2016 19:10	SIGNED PATIE	11/11/2016 19:10	11/11/2016 19:10	11/11/2016 19:16
16-4253	11/12/2016 20:39	NO PATIENT F	11/12/2016 20:40	11/12/2016 20:40	11/12/2016 20:46
16-4254	11/12/2016 21:17	SIGNED PATIE	11/12/2016 21:17	11/12/2016 21:18	11/12/2016 21:21
16-4268	11/13/2016 17:36	SIGNED PATIE	11/13/2016 17:38	11/13/2016 17:38	11/13/2016 17:43
16-4298	11/14/2016 11:22	ST. FRANCIS S	11/14/2016 11:22	11/14/2016 11:24	11/14/2016 11:30
16-4310	11/14/2016 14:09	ST. FRANCIS T	11/14/2016 14:09	11/14/2016 14:10	11/14/2016 14:10
16-4313	11/14/2016 16:02	OSU MEDICAL	11/14/2016 16:03	11/14/2016 16:03	11/14/2016 16:06
16-4319	11/14/2016 16:49	CANCELLED E	11/14/2016 16:50	11/14/2016 16:51	
16-4320	11/14/2016 17:53	SIGNED PATIE	11/14/2016 17:53	11/14/2016 17:53	11/14/2016 17:56
16-4324	11/14/2016 21:21	ST. FRANCIS T	11/14/2016 21:21	11/14/2016 21:21	11/14/2016 21:22
16-4330	11/15/2016 0:39	SIGNED PATIE	11/15/2016 0:40	11/15/2016 0:40	11/15/2016 0:43
16-4332	11/15/2016 1:27	ST. FRANCIS T	11/15/2016 1:28	11/15/2016 1:28	11/15/2016 1:30
16-4336	11/15/2016 4:50	ST. JOHN TUL	11/15/2016 4:51	11/15/2016 4:51	11/15/2016 4:55
16-4340	11/15/2016 7:24	HILLCREST SO	11/15/2016 7:25	11/15/2016 7:27	11/15/2016 7:31
16-4380	11/16/2016 8:38	ST. JOHN SAP	11/16/2016 8:39	11/16/2016 8:39	11/16/2016 8:44
16-4392	11/16/2016 13:30	HILLCREST SO	11/16/2016 13:30	11/16/2016 13:30	11/16/2016 13:35
16-4396	11/16/2016 13:54		11/16/2016 13:54	11/16/2016 14:10	
16-4405	11/16/2016 18:15	ST. FRANCIS T	11/16/2016 18:15	11/16/2016 18:16	11/16/2016 18:19
16-4408	11/16/2016 20:43	ST. FRANCIS T	11/16/2016 20:44	11/16/2016 20:44	11/16/2016 20:47
16-4414	11/17/2016 0:40	ST. JOHN TUL	11/17/2016 0:40	11/17/2016 0:40	11/17/2016 0:47
16-4415	11/17/2016 2:56	NO PATIENT F	11/17/2016 2:57	11/17/2016 2:58	11/17/2016 3:04
16-4419	11/17/2016 7:39	ST. FRANCIS T	11/17/2016 7:40	11/17/2016 7:45	11/17/2016 7:52
16-4439	11/17/2016 12:00	ST. FRANCIS S	11/17/2016 12:00	11/17/2016 12:01	11/17/2016 12:03
16-4445	11/17/2016 13:38	SIGNED PATIE	11/17/2016 13:38	11/17/2016 13:40	11/17/2016 13:43
16-4484	11/18/2016 11:36	ST. FRANCIS T	11/18/2016 11:36	11/18/2016 11:37	11/18/2016 11:37
16-4498	11/18/2016 17:51	ST. FRANCIS T	11/18/2016 17:51	11/18/2016 17:51	11/18/2016 17:54
16-4499	11/18/2016 21:35	ST. FRANCIS T	11/18/2016 21:36	11/18/2016 21:36	11/18/2016 21:49
16-4500	11/19/2016 0:20	ST. FRANCIS T	11/19/2016 0:20	11/19/2016 0:20	11/19/2016 0:24
16-4516	11/19/2016 11:15	ST. JOHN TUL	11/19/2016 11:17	11/19/2016 11:18	11/19/2016 11:22
16-4519	11/19/2016 12:37	SIGNED PATIE	11/19/2016 12:37	11/19/2016 12:37	11/19/2016 12:49
16-4521	11/19/2016 13:20	SIGNED PATIE	11/19/2016 13:21	11/19/2016 13:22	11/19/2016 13:25
16-4522	11/19/2016 15:25	CANCELLED B	11/19/2016 15:27	11/19/2016 15:27	
16-4542	11/20/2016 9:22	ST. FRANCIS T	11/20/2016 9:24	11/20/2016 9:24	11/20/2016 9:30
16-4551	11/20/2016 13:53	SIGNED PATIE	11/20/2016 13:54	11/20/2016 13:54	11/20/2016 13:54
16-4559	11/20/2016 19:51	HILLCREST SO	11/20/2016 19:51	11/20/2016 19:52	11/20/2016 19:57
16-4560	11/20/2016 23:29	ST. FRANCIS T	11/20/2016 23:30	11/20/2016 23:33	11/20/2016 23:36
16-4583	11/21/2016 13:26	HILLCREST SO	11/21/2016 13:28	11/21/2016 13:29	11/21/2016 13:31
16-4594	11/21/2016 16:07	ST. FRANCIS S	11/21/2016 16:08	11/21/2016 16:08	11/21/2016 16:12
16-4599	11/21/2016 19:36	ST. JOHN TUL	11/21/2016 19:37	11/21/2016 19:37	11/21/2016 19:43
16-4601	11/21/2016 19:52	ST. FRANCIS T	11/21/2016 19:54	11/21/2016 19:54	
16-4605	11/22/2016 3:19	ST. FRANCIS T	11/22/2016 3:20	11/22/2016 3:22	11/22/2016 3:27
16-4629	11/22/2016 15:21	SIGNED PATIE	11/22/2016 15:22	11/22/2016 15:22	11/22/2016 15:22
16-4644	11/22/2016 22:08	HILLCREST SO	11/22/2016 22:09	11/22/2016 22:09	11/22/2016 22:10
16-4649	11/23/2016 8:14	HILLCREST MI	11/23/2016 8:14	11/23/2016 8:14	11/23/2016 8:21
16-4678	11/23/2016 14:27	SIGNED PATIE	11/23/2016 14:28	11/23/2016 14:29	11/23/2016 14:32
16-4684	11/23/2016 17:51	HILLCREST SO	11/23/2016 17:51	11/23/2016 17:52	11/23/2016 17:54

16-4687	11/23/2016 18:39 SIGNED PATIE	11/23/2016 18:39	11/23/2016 18:41	11/23/2016 18:43
16-4697	11/24/2016 4:16 ST. JOHN TUL	11/24/2016 4:16	11/24/2016 4:18	11/24/2016 4:23
16-4700	11/24/2016 8:30 ST. FRANCIS T	11/24/2016 8:32	11/24/2016 8:33	11/24/2016 8:36
16-4702	11/24/2016 9:41 ST. FRANCIS T	11/24/2016 9:43	11/24/2016 9:44	11/24/2016 9:44
16-4708	11/24/2016 13:15 ST. JOHN TUL	11/24/2016 13:17	11/24/2016 13:18	11/24/2016 13:20
16-4716	11/24/2016 17:14 ST. FRANCIS T	11/24/2016 17:16	11/24/2016 17:16	11/24/2016 17:17
16-4718	11/24/2016 18:26 ST. JOHN TUL	11/24/2016 18:28	11/24/2016 18:30	11/24/2016 18:32
16-4728	11/25/2016 5:29 SIGNED PATIE	11/25/2016 5:30	11/25/2016 5:32	11/25/2016 5:35
16-4734	11/25/2016 10:16 ST. JOHN TUL	11/25/2016 10:16	11/25/2016 10:17	11/25/2016 10:19
16-4745	11/25/2016 12:28 ST. FRANCIS T	11/25/2016 12:28	11/25/2016 12:29	11/25/2016 12:30
16-4769	11/25/2016 21:32 SIGNED PATIE	11/25/2016 21:34	11/25/2016 21:34	11/25/2016 21:37
16-4775	11/26/2016 1:00 ST. FRANCIS T	11/26/2016 1:01	11/26/2016 1:02	11/26/2016 1:08
16-4779	11/26/2016 8:15 ST. JOHN TUL	11/26/2016 8:16	11/26/2016 8:19	11/26/2016 8:20
16-4781	11/26/2016 9:48 ST. FRANCIS S	11/26/2016 9:49	11/26/2016 9:49	11/26/2016 9:51
16-4800	11/27/2016 2:00 SIGNED PATIE	11/27/2016 2:00	11/27/2016 2:02	11/27/2016 2:05
16-4828	11/27/2016 23:07 ST. FRANCIS T	11/27/2016 23:08	11/27/2016 23:11	11/27/2016 23:14
16-4830	11/27/2016 23:49 CANCELLED E	11/27/2016 23:50	11/27/2016 23:50	
16-4863	11/28/2016 14:33 ST. FRANCIS T	11/28/2016 14:33	11/28/2016 14:34	11/28/2016 14:37
16-4865	11/28/2016 14:59 ST. JOHN TUL	11/28/2016 15:01	11/28/2016 15:01	11/28/2016 15:09
16-4881	11/29/2016 1:56 ST. FRANCIS S	11/29/2016 1:56	11/29/2016 1:57	11/29/2016 2:00
16-4884	11/29/2016 5:14 SIGNED PATIE	11/29/2016 5:15	11/29/2016 5:17	11/29/2016 5:18
16-4894	11/29/2016 10:14 ST. FRANCIS T	11/29/2016 10:15	11/29/2016 10:15	11/29/2016 10:18
16-4908	11/29/2016 12:34 ST. FRANCIS S	11/29/2016 12:34	11/29/2016 12:35	11/29/2016 12:37
16-4921	11/29/2016 16:08 ST. FRANCIS T	11/29/2016 16:08	11/29/2016 16:09	11/29/2016 16:15
16-4922	11/29/2016 17:17	11/29/2016 17:20	11/29/2016 17:20	
16-4928	11/29/2016 20:12 SIGNED PATIE	11/29/2016 20:13	11/29/2016 20:13	11/29/2016 20:15
16-4967	11/30/2016 18:23 SIGNED PATIE	11/30/2016 18:23	11/30/2016 18:24	11/30/2016 18:26
16-4968	11/30/2016 18:46 ST. FRANCIS T	11/30/2016 18:47	11/30/2016 18:47	11/30/2016 18:50
16-5011	12/01/2016 17:35 NO PATIENT F	12/01/2016 17:36	12/01/2016 17:37	12/01/2016 17:39
16-5015	12/01/2016 19:00 CANCELLED B	12/01/2016 19:03		
16-5016	12/01/2016 20:07 ST. FRANCIS T	12/01/2016 20:08	12/01/2016 20:08	12/01/2016 20:08
16-5026	12/02/2016 3:12 ST. JOHN TUL	12/02/2016 3:12	12/02/2016 3:15	12/02/2016 3:18
16-5046	12/02/2016 10:57 ST. FRANCIS T	12/02/2016 10:57	12/02/2016 10:59	12/02/2016 11:01
16-5065	12/02/2016 15:40 ST. FRANCIS T	12/02/2016 15:40	12/02/2016 15:41	12/02/2016 15:43
16-5071	12/02/2016 18:46 ST. FRANCIS T	12/02/2016 18:46	12/02/2016 18:48	12/02/2016 18:54
16-5076	12/02/2016 22:33 ST. FRANCIS T	12/02/2016 22:34	12/02/2016 22:35	12/02/2016 22:39
16-5081	12/03/2016 1:35 SIGNED PATIE	12/03/2016 1:35	12/03/2016 1:37	12/03/2016 1:40
16-5083	12/03/2016 2:53 ST. JOHN TUL	12/03/2016 2:54	12/03/2016 2:54	12/03/2016 2:58
16-5091	12/03/2016 10:55 NO PATIENT F	12/03/2016 10:55	12/03/2016 10:55	12/03/2016 10:57
16-5095	12/03/2016 12:24 ST. FRANCIS C	12/03/2016 12:25	12/03/2016 12:27	12/03/2016 13:06
16-5097	12/03/2016 13:12 UNK	12/03/2016 13:14	12/03/2016 13:14	
16-5098	12/03/2016 13:33 UNK	12/03/2016 13:34	12/03/2016 13:34	
16-5122	12/04/2016 12:08 ST. FRANCIS T	12/04/2016 12:10	12/04/2016 12:10	12/04/2016 12:15
16-5134	12/04/2016 21:11 ST. FRANCIS T	12/04/2016 21:13	12/04/2016 21:14	12/04/2016 21:19
16-5136	12/04/2016 21:24	12/04/2016 21:25	12/04/2016 21:42	
16-5137	12/04/2016 21:35	12/04/2016 21:36	12/04/2016 21:36	
16-5156	12/05/2016 11:21 ST. FRANCIS T	12/05/2016 11:22	12/05/2016 11:22	12/05/2016 11:22
16-5185	12/05/2016 23:00 SIGNED PATIE	12/05/2016 23:01	12/05/2016 23:01	12/05/2016 23:03
16-5194	12/06/2016 9:29 SIGNED PATIE	12/06/2016 9:30	12/06/2016 9:30	12/06/2016 9:34
16-5206	12/06/2016 11:41 SCENE STAND	12/06/2016 11:43	12/06/2016 11:43	12/06/2016 11:49
16-5228	12/06/2016 20:36 ST. FRANCIS T	12/06/2016 20:36	12/06/2016 20:38	12/06/2016 20:41

Transport	Arrived	Clear	Unit
11/10/2016 5:35	11/10/2016 5:57	11/10/2016 6:16	MEDIC 401
11/10/2016 6:58	11/10/2016 7:23	11/10/2016 7:46	MEDIC 401
11/10/2016 10:21	11/10/2016 10:49	11/10/2016 11:25	MEDIC 401
11/10/2016 10:25	11/10/2016 10:50	11/10/2016 11:28	MEDIC 110
		11/10/2016 10:14	MEDIC 101
		11/10/2016 10:13	MEDIC 102
11/10/2016 16:21	11/10/2016 16:39	11/10/2016 16:55	MEDIC 401
11/10/2016 19:43	11/10/2016 20:02	11/10/2016 20:36	MEDIC 401
11/10/2016 21:38	11/10/2016 22:04	11/10/2016 22:42	MEDIC 401
11/11/2016 8:30	11/11/2016 8:53	11/11/2016 9:08	MEDIC 401
11/11/2016 9:30	11/11/2016 10:01	11/11/2016 10:39	MEDIC 110
		11/11/2016 18:47	MEDIC 401
		11/11/2016 19:31	MEDIC 401
		11/12/2016 21:00	MEDIC 401
		11/12/2016 21:56	MEDIC 401
		11/13/2016 17:57	MEDIC 401
11/14/2016 11:49	11/14/2016 12:14	11/14/2016 12:39	MEDIC 401
11/14/2016 14:26	11/14/2016 14:47	11/14/2016 15:05	MEDIC 401
11/14/2016 16:28	11/14/2016 16:49	11/14/2016 17:06	MEDIC 401
		MUTUAL AID RECIEVED	
		11/14/2016 18:12	MEDIC 401
11/14/2016 21:31	11/14/2016 21:45	11/14/2016 22:13	MEDIC 401
		11/15/2016 1:04	MEDIC 401
11/15/2016 1:49	11/15/2016 2:14	11/15/2016 2:37	MEDIC 401
11/15/2016 5:33	11/15/2016 5:54	11/15/2016 6:15	MEDIC 401
11/15/2016 7:48	11/15/2016 8:08	11/15/2016 8:31	MEDIC 401
11/16/2016 8:59	11/16/2016 9:10	11/16/2016 9:26	MEDIC 401
11/16/2016 14:16	11/16/2016 14:16	11/16/2016 14:38	MEDIC 401
		MUTUAL AID RECIEVED	
11/16/2016 18:49	11/16/2016 19:14	11/16/2016 19:45	MEDIC 401
11/16/2016 21:11	11/16/2016 21:34	11/16/2016 21:56	MEDIC 401
11/17/2016 1:19	11/17/2016 1:51	11/17/2016 2:22	MEDIC 401
		11/17/2016 3:09	MEDIC 401
11/17/2016 8:18	11/17/2016 8:45	11/17/2016 9:14	MEDIC 401 (S. of 191st)
11/17/2016 12:31	11/17/2016 12:50	11/17/2016 13:12	MEDIC 401
11/17/2016 14:19	11/17/2016 14:19	11/17/2016 14:19	MEDIC 401
11/18/2016 12:03	11/18/2016 12:23	11/18/2016 12:42	MEDIC 401
11/18/2016 18:23	11/18/2016 18:43	11/18/2016 19:06	MEDIC 401
11/18/2016 22:33	11/18/2016 22:54	11/18/2016 23:17	MEDIC 401
11/19/2016 0:45	11/19/2016 1:04		MEDIC 401
11/19/2016 11:43	11/19/2016 11:57	11/19/2016 12:37	MEDIC 401
		11/19/2016 13:13	MUTUAL AID GIVEN
		11/19/2016 13:53	MEDIC 401
		11/19/2016 16:07	MEDIC 401
11/20/2016 9:54	11/20/2016 10:20	11/20/2016 10:51	MEDIC 401
		11/20/2016 15:16	MEDIC 401
11/20/2016 20:20	11/20/2016 20:42	11/20/2016 21:10	MEDIC 401
11/20/2016 23:59	11/21/2016 0:20	11/21/2016 0:39	MEDIC 401
11/21/2016 13:52	11/21/2016 14:11	11/21/2016 14:36	MEDIC 401
11/21/2016 16:30	11/21/2016 16:53	11/21/2016 17:11	MEDIC 401
11/21/2016 20:02	11/21/2016 20:25	11/21/2016 21:12	MEDIC 401
		MUTUAL AID RECIEVED	
11/22/2016 4:00	11/22/2016 4:21	11/22/2016 4:50	MEDIC 401
		11/22/2016 15:42	MEDIC 115
11/22/2016 22:33	11/22/2016 22:52	11/22/2016 23:21	MEDIC 401
11/23/2016 8:59	11/23/2016 8:59	11/23/2016 9:18	MEDIC 401
		11/23/2016 14:46	MEDIC 401
11/23/2016 18:11	11/23/2016 18:29	11/23/2016 18:48	MEDIC 401

11/23/2016 18:53	11/23/2016 18:53	11/23/2016 18:53	MEDIC 110
11/24/2016 4:43	11/24/2016 5:03	11/24/2016 5:26	MEDIC 401
11/24/2016 8:56	11/24/2016 9:17	11/24/2016 9:53	MEDIC 401
11/24/2016 10:01	11/24/2016 10:21	11/24/2016 10:36	MEDIC 102
11/24/2016 13:35	11/24/2016 13:56	11/24/2016 14:09	MEDIC 401
11/24/2016 17:32	11/24/2016 18:05	11/24/2016 18:14	MEDIC 401
11/24/2016 18:57	11/24/2016 19:20	11/24/2016 19:38	MEDIC 102
		11/25/2016 6:01	MEDIC 401
11/25/2016 10:34	11/25/2016 10:53	11/25/2016 11:09	MEDIC 401
11/25/2016 12:50	11/25/2016 13:11	11/25/2016 13:40	MEDIC 401
		11/25/2016 21:48	MEDIC 401
11/26/2016 2:00	11/26/2016 2:26	11/26/2016 2:50	MEDIC 401
11/26/2016 8:38	11/26/2016 8:56	11/26/2016 9:18	MEDIC 401
11/26/2016 10:16	11/26/2016 10:33	11/26/2016 11:02	MEDIC 401
		11/27/2016 2:29	MEDIC 401
11/27/2016 23:35	11/28/2016 0:03	11/28/2016 0:15	MEDIC 401
			CANCELLED
11/28/2016 15:06	11/28/2016 15:22	11/28/2016 15:52	MEDIC 401
11/28/2016 15:26	11/28/2016 15:50	11/28/2016 16:22	MEDIC 102
11/29/2016 2:24	11/29/2016 2:43	11/29/2016 3:01	MEDIC 401
		11/29/2016 5:41	MEDIC 401
11/29/2016 10:42	11/29/2016 11:05	11/29/2016 11:37	MEDIC 401
11/29/2016 12:59	11/29/2016 13:17	11/29/2016 13:47	MEDIC 401
11/29/2016 17:06	11/29/2016 17:25	11/29/2016 18:01	MEDIC 401
			MUTUAL AID RECIEVED
		11/29/2016 20:54	MEDIC 401
		11/30/2016 18:41	MEDIC 401
11/30/2016 19:05	11/30/2016 19:30	11/30/2016 19:50	MEDIC 401
		12/01/2016 17:43	MEDIC 401
			CANCELLED
12/01/2016 20:24	12/01/2016 20:43	12/01/2016 21:10	MEDIC 401
12/02/2016 3:25	12/02/2016 3:44	12/02/2016 4:08	MEDIC 401
12/02/2016 11:26	12/02/2016 11:50	12/02/2016 12:09	MEDIC 401
12/02/2016 16:11	12/02/2016 16:36	12/02/2016 16:57	MEDIC 401
12/02/2016 19:18	12/02/2016 19:36	12/02/2016 19:36	MEDIC 401
12/02/2016 23:06	12/02/2016 23:21	12/02/2016 23:45	MEDIC 401
		12/03/2016 2:21	MEDIC 401
12/03/2016 3:43	12/03/2016 3:43	12/03/2016 3:43	MEDIC 401
		12/03/2016 11:00	MEDIC 401
12/03/2016 13:19	12/03/2016 13:52	12/03/2016 14:02	MEDIC 401
			MUTUAL AID RECIEVED
			MUTUAL AID RECIEVED
12/04/2016 12:53	12/04/2016 13:22	12/04/2016 13:55	MEDIC 401
12/04/2016 21:32	12/04/2016 21:47	12/04/2016 22:14	MEDIC 401
			MUTUAL AID RECIEVED
			MUTUAL AID RECIEVED
12/05/2016 11:46	12/05/2016 12:09	12/05/2016 12:51	MEDIC 401
		12/05/2016 23:31	MEDIC 401
		12/06/2016 10:18	MEDIC 401
		12/06/2016 13:05	MEDIC 401
12/06/2016 21:05	12/06/2016 21:32	12/06/2016 22:02	MEDIC 401

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator/Secretary
Date: December 13, 2016
Subject: District Administrator Report

Activities are proceeding as normal which translates to “no news is good news” at this time. I wish to brief you on the status of the GEMS Audit. Julie Casteen, GEMS Treasurer and I have a meeting planned for next week with Ms. Wooldridge from the OSAI office. Ms. Wooldridge has requested to discuss a couple of the initial findings. She explained that she has recently been assigned EMS Districts and is attempting to get caught up on the outstanding audits.

Beyond that, I have nothing further to report.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
Regular Meeting
November 15, 2016

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

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager, was also present.
Also present was Brett Copple with Mercy Regional EMS.

- A) **Chairman Fox called the meeting to order at 8:20 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
- Brett Copple, Manager presented the report for October. Mercy logged 184 responses.
 - Mercy representatives met with residents at Red Bud Assisted Living to inform them and answer questions regarding the MercyCare program.
 - Representatives joined in the activities at the Spooktackular Fest as well as the Pecan Estates fall festival.
- D) **District Administrator Report - Susan White, Adm., Sec.**
- Ms. White updated the Board on the status of the audit.
 - She extended her appreciation to the First Responders and Mercy Regional crews for their outstanding assistance in a recent life-threatening event involving a Glenpool teen. The life of the teen was preserved through the quick and professional action of both responding agencies.
- E) **Scheduled Business**
- 1) **Discussion and possible action to approve minutes from October 3, and October 25, 2016 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion Carried
- 2) **Discussion and possible action to approve 2017 Meeting Calendar.**
MOTION: Trustee Kearns moved, second by Trustee Agee to amend 2017 Calendar to reflect a 6:00 p.m. meeting time, otherwise approve as presented.
FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund
AGAINST: None
Motion Carried
- F) **Adjournment.**
- There being no further business, the meeting was adjourned at 8:28 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman