

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

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

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Rick Tabisz, King of Kings Lutheran 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) Firefighter Swearing-In Ceremony – George Miles, Municipal Judge**
- L) Employee of the Month Recognition -- Timothy Lee Fox, Mayor**
- M) Recognize Simple Simons for 30 Years of Service to Glenpool -- Timothy Lee Fox, Mayor**
- N) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from October 17, 2016 meeting.
 - 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.
(Roger Kolman, City Manager)

- 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.
(Paul Newton, Fire Chief)
- 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%.
(Julie Casteen, Finance Director)
- 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%.
(Julie Casteen Finance Director)
- 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.
(Julie Casteen, Finance Director)
- 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.
(Julie Casteen, Finance Director)
- 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.
(Julie Casteen, Finance Director)
- 9) Discussion and possible action to approve 2017 Meeting Calendar.
(Susan White, City Clerk)
- 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.
(Lynn Burrow, Community Development Director)
- 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.
(Lynn Burrow, Community Development Director and Lowell Peterson, City Attorney)
- 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.
(Lynn Burrow, Community Development Director)

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.
(Lowell Peterson, City Attorney)

14) Possible action to reconvene in Regular Session.
(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

November 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:

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

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

Current Contractor Work Progress:

- 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 on or before November 11th.

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.
- A presentation of the current status of this design work has been presented to The Tulsa County Parks Department for review and approval. The approval from the Tulsa County Staff was obtained on October 5th.
- A Board of Adjustment action for a required zoning code variance was heard and approved at the October 10th BOA meeting.

- A formal presentation of the final project design to the City Council occurred at the October 17th meeting.
- Final Construction and bid documents will be complete by November 8th and will be in position to be advertised for bid November 10th.
- It is anticipated that the project will be bid by approximately December 8th.
- Actual Construction of the project is likely not to start until January, 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:

Dumond Business Office: (Commercial Development and Building Project)

- This project is located in MonTapp Addition on the east side of Yukon Avenue and immediately north of the Bonnet Dental Clinic.
- The project consists of the development of a 1.9 acre site and the construction of a 6,000 s.f. single story office building serving as the corporate headquarters of Simple Simons Pizza Company.
- The project is fully complete and the final Certificate of Occupancy was issued October 31st.

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.

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

Mayor Tim Fox, Vice-Mayor Mamadou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund

City Manager Roger Kolman, City Clerk Susan White

www.glenpoolonline.com

- 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 preliminary construction plan covering the proposed pedestrian walkway improvements and is currently reviewing these documents.
- It is anticipated that the technical design and approval portion of the project will be completed by February, 2016 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-448

- Request for a special exception to allow a carport at 15045 S. Yukon Ave. BOA meeting 11/14/16.

GBOA-449

- Request for a variance to allow a gravel parking lot at 12209 S. Yukon Ave - Holiday Inn Express Hotel. BOA meeting 11/14/16.

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: 10/10/16, *Continued to 11/14/16 Planning Commission Meeting to give the applicant time to submit additional information requested by staff during their review.*

GZ-257/PUD 35

- Request to rezone a 46 acre tract located north of the NE/corner of 151st Street (Hwy 67) and Elwood Ave from RS-3 to a RS-4 district in order to allow 139 single family lots having a minimum lot width of 65 feet. PC: 10/10/16, *Continued to 11/14/16 Planning Commission Meeting to give the applicant time to submit additional information requested by staff during their review*

Preliminary Subdivision Plat: Elwood Corner

- Request for the review and possible approval of the Preliminary Subdivision Plat of Elwood Corner which encompasses a 46 acre tract located north of the NE/corner of 151st

Street (Hwy 67) and Elwood Ave (if GZ-257/PUD 35 are approved) to allow 139 single family lots having a minimum lot width of 65 feet. TAC: 10/28/16, PC: 10/10/16, *Continued to 11/14/16 Planning Commission Meeting to give the applicant time to submit additional information requested by staff during their review.*

Preliminary Subdivision Plat: South 75 Business Park (Phase II)

- Request for the review and possible approval of the Preliminary Subdivision Plat of South 75 Business Park (Phase II) located at the SE/corner of 166th Street and US Highway 75 containing approximately 39.65 acres. TAC 10/28/16, PC: 11/14/16.

Current Building & Inspection Department Activities: October, 2016:

Current Commercial Projects Permitted for Construction:

- WalMart Remodel Project – Drive thru Pharmacy & Grocery Pickup Area
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- Dumond Office Building: Located in MonTapp Addition
- 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 – October, 2016

- | | |
|--|-----------|
| • New Residential Permits Issued in October, 2016: | 16 Total |
| • New Commercial Permits Issued in October, 2016: | 1 Total |
| • Current Active Residential Permits: | 69 Total |
| • Current Active Commercial Permits: | 13 Total |
| • 2015 Residential Permits thru October: | 114 Total |
| • 2016 Residential Permits issued thru October: | 86 Total |
| • 2015 Commercial Permits Issued Thru October: | 6 Total |
| • 2016 Commercial Permits Issued Thru October: | 9 Total |

Code Enforcement Department: October, 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 October:

• Year-to-Date complaint calls received and investigated	1285
• Public nuisance cases remaining open thru October 31 st :	14
• New Code Enforcement cases processed in October:	
1. Calls reporting high grass:	74
2. Structures damaged by fire:	1
3. Notices issued for vehicles illegally parked:	46
4. Nuisance abatements performed by contractors:	6
5. Notices issued for residences without water service:	3
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	8
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	64
10. Dilapidated vacant structures and properties:	10
11. Trash can/receptacle placement:	5
12. Misc. cases:	<u>45</u>
Total New Cases Opened in October:	262







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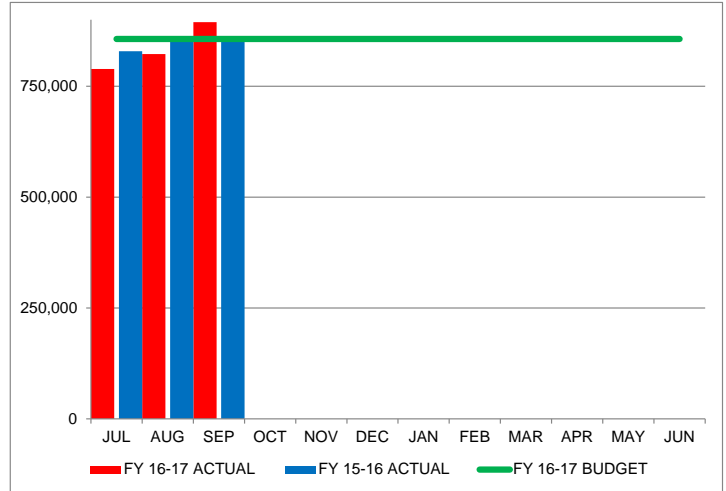
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REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

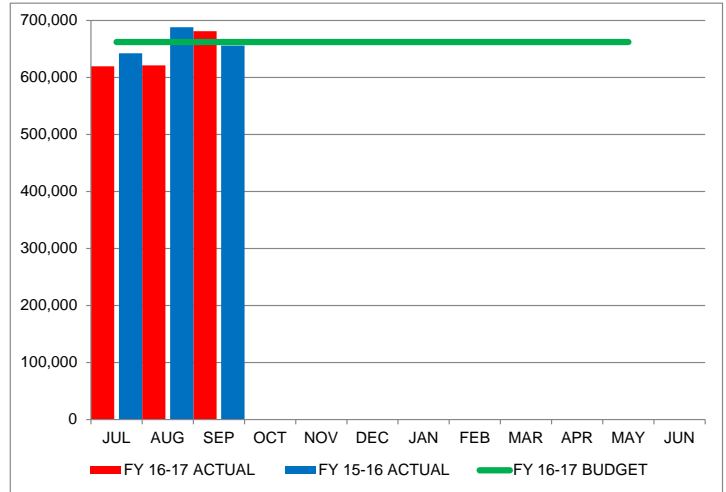
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 856,649	\$ 789,189	\$ (67,460)	-7.9%	\$ 828,909
AUG	856,649	822,593	(34,055)	-4.0%	858,896
SEP	856,649	894,556	37,907	4.4%	850,723
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YTD	\$ 2,569,946	\$ 2,506,338	\$ (63,608)	-2.5%	\$ 2,538,528



Total General Fund revenues YTD through September were -2.5% under budget YTD and -1.3% 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
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YTD	\$ 1,986,540	\$ 1,922,040	\$ (64,500)	-3.2%	\$ 1,986,445

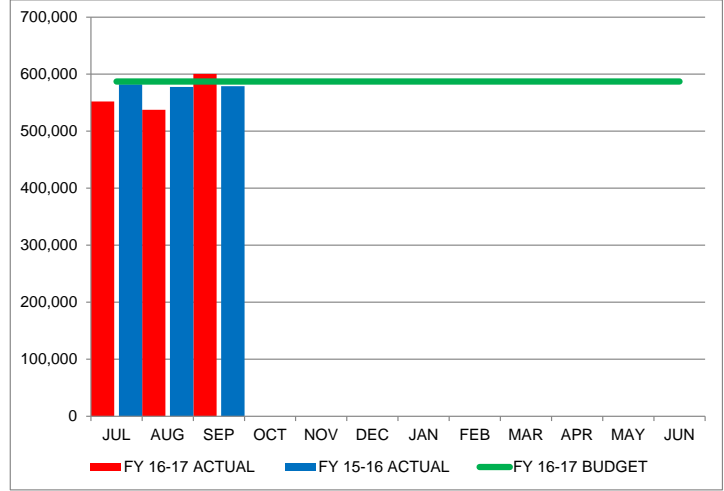


Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

Total tax collections YTD through September fell short of budget by -3.2% and below prior year YTD by -3.2%.

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
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YTD	\$ 1,761,540	\$ 1,690,370	\$ (71,170)	-4.0%	\$ 1,739,087

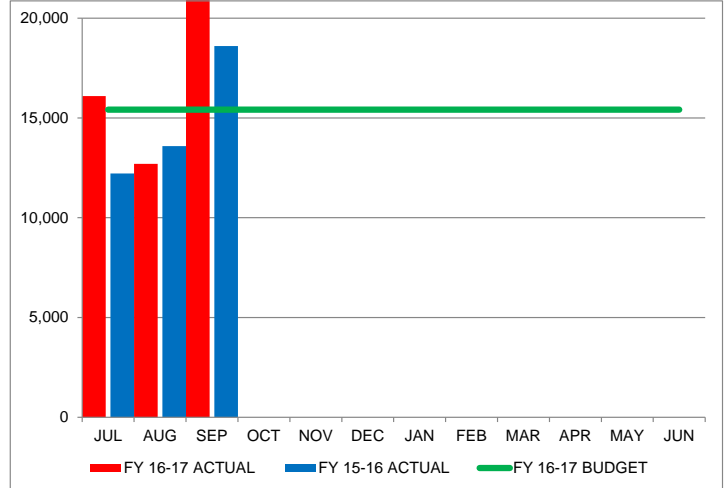


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD were below budget by -4.0%, and fell short of prior year by -2.8%.

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
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YTD	\$ 46,250	\$ 50,602	\$ 4,352	9.4%	\$ 44,415

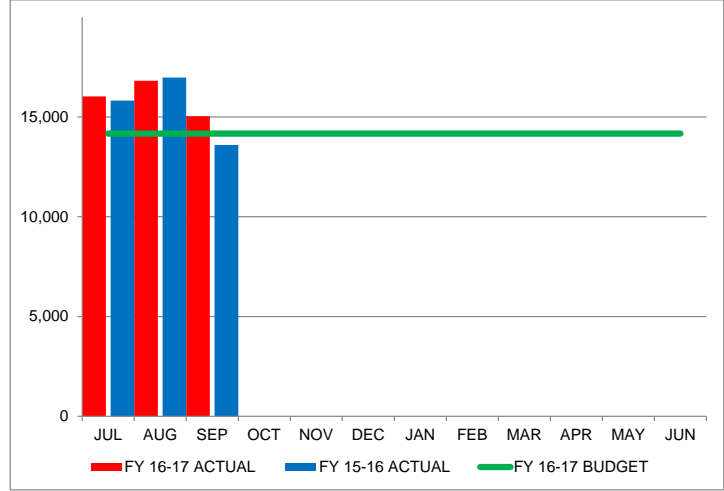


Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. This tax is applied in lieu of the sales tax because the goods were originally bought outside the state. Because use tax is often related to construction activity, collections can fluctuate widely from month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

Use tax collections YTD through September exceeded budget by 9.4%, and exceeded prior YTD by 13.9%.

HOTEL/MOTEL TAX

	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	
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YTD	\$ 42,500	\$ 47,883	\$ 5,383	12.7%	\$ 46,392	

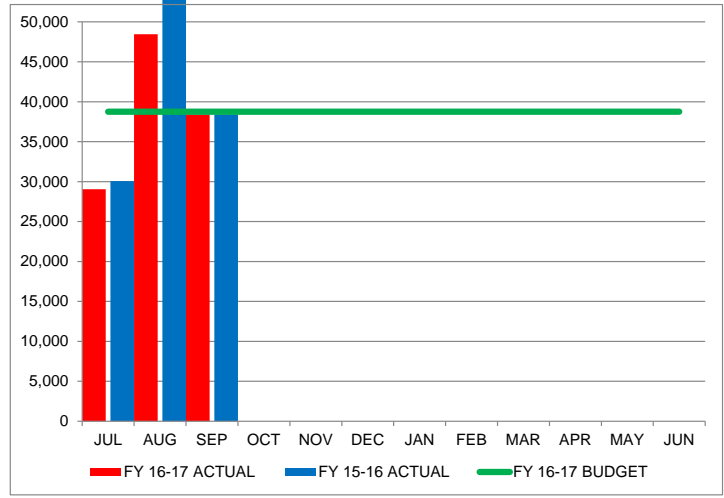


Hotel/Motel tax is a 5% tax collected on the gross revenues of hotel and motel establishments.

Hotel/Motel tax collections YTD through September exceeded budget 12.7%, and exceeded prior YTD by 3.2%.

FRANCHISE TAX

	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	
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YTD	\$ 116,250	\$ 115,906	\$ (344)	-0.3%	\$ 139,807	

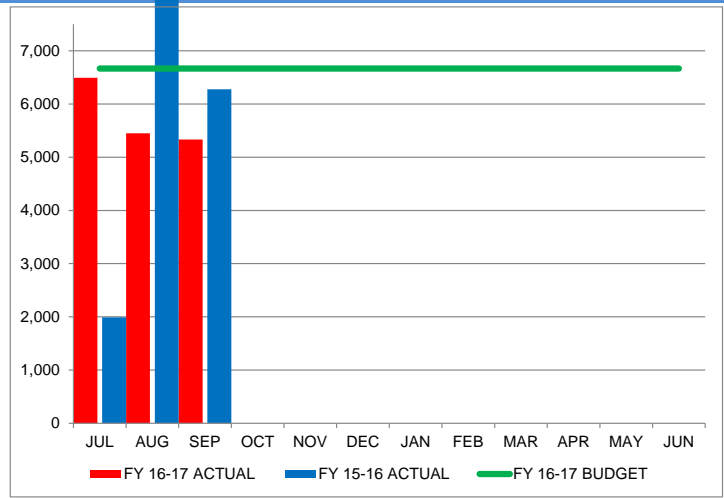


Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

Franchise tax collections YTD through September was on target with budget, but fell short of prior YTD by -17.1%.

E911 FEES

	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	
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YTD	\$ 20,000	\$ 17,279	\$ (2,721)	-13.6%	\$ 16,743	

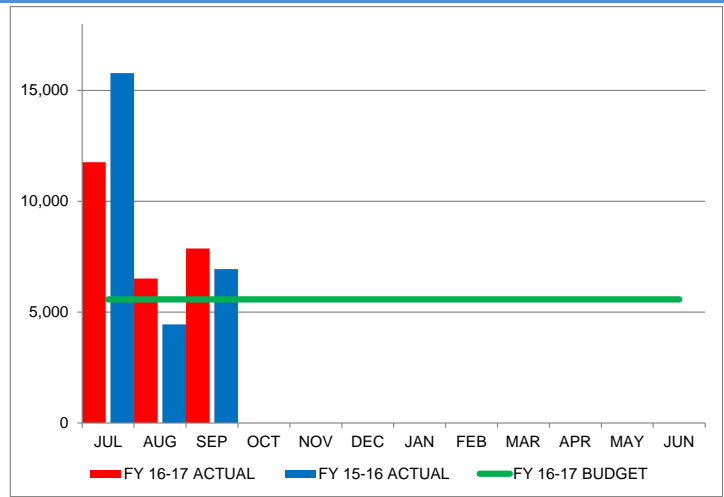


E911 Fees are charges imposed on consumers collected by phone service providers to provide funding for the operation of the 911 emergency response system.

E911 fee collections YTD through September fell short of budget -13.6%, but exceeded prior year by YTD by 3.2%.

LICENSES AND PERMITS

	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	
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YTD	\$ 16,725	\$ 26,147	\$ 9,422	56.3%	\$ 27,172	



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

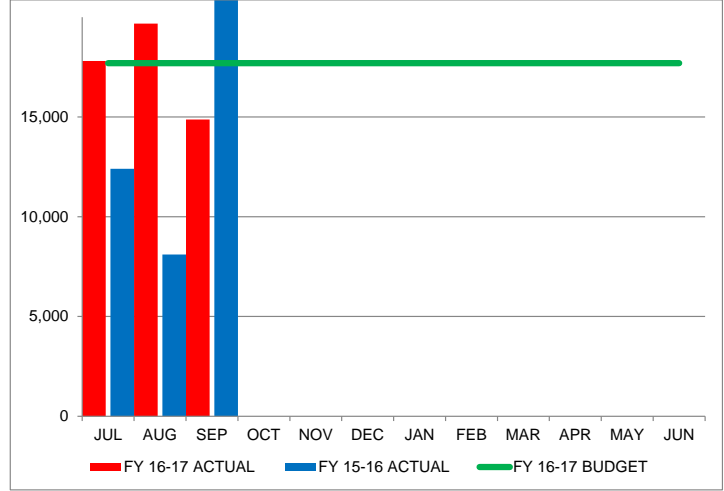
Permits and Fees YTD through September exceeded budget by 56.3% but fell short of prior year by -3.8%.

GENERAL FUND REVENUE ANALYSIS - continued

SEPTEMBER 2016

CHARGES FOR SERVICES

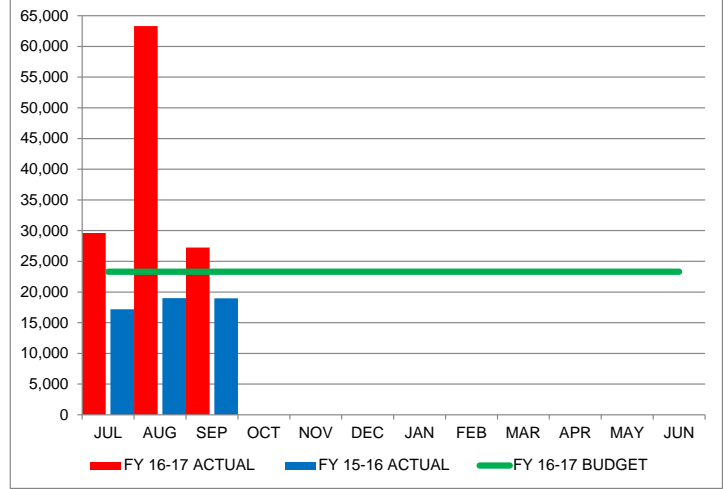
	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 17,696	\$ 17,805	\$ 109	0.6%	\$ 12,405	
AUG	17,696	19,677	1,980	11.2%	8,105	
SEP	17,696	14,871	(2,825)	-16.0%	39,574	
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YTD	\$ 53,089	\$ 52,353	\$ (736)	-1.4%	\$ 60,084	



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 September fell short of budget by -1.4%, and below prior year by -12.9%.

INTERGOVERNMENTAL

	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	63,303	39,999	171.6%	18,998	
SEP	23,304	27,256	3,952	17.0%	18,981	
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YTD	\$ 69,911	\$ 120,158	\$ 50,247	71.9%	\$ 55,171	

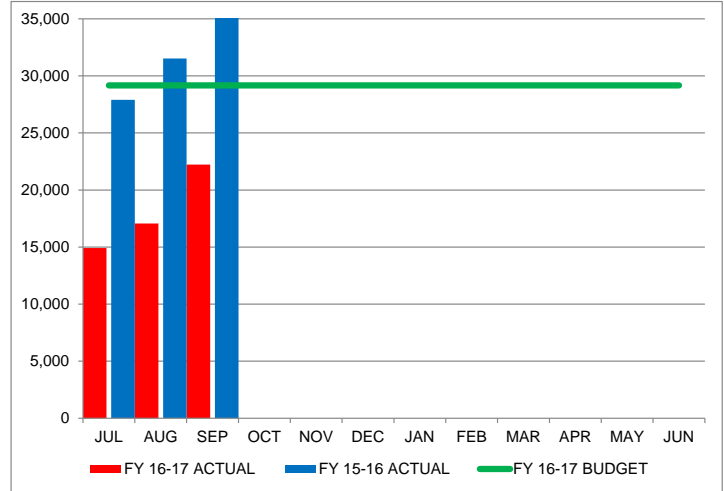


Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. The FY16-17 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been received.

Intergovernmental YTD through September exceeded budget by 71.9%, and exceeded prior year by 117.8%.

FINES AND FORFEITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 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
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YTD	\$ 87,500	\$ 54,223	\$ (33,277)	-38.0%	\$ 94,494

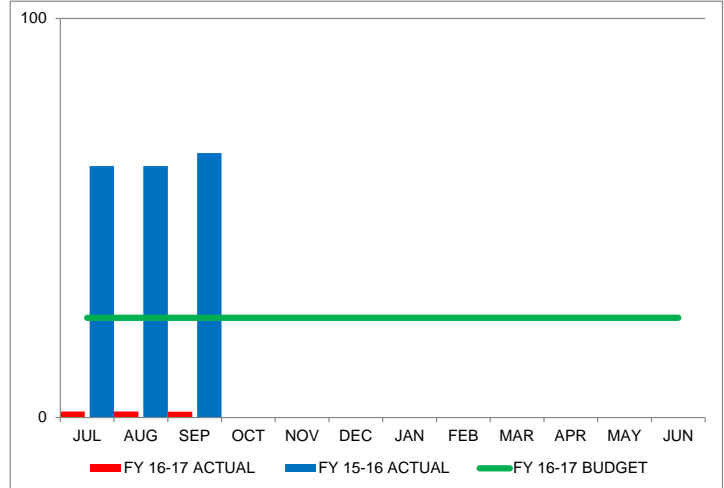


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through September fell short of budget by -38.0%, and were below prior year by -42.6%.

INVESTMENT INCOME

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 25	\$ 2	\$ (23)	-94.0%	\$ 63
AUG	25	2	(23)	-94.0%	63
SEP	25	1	(24)	-94.1%	66
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APR					
MAY					
JUN					
YTD	\$ 75	\$ 4	\$ (71)	-94.0%	\$ 192

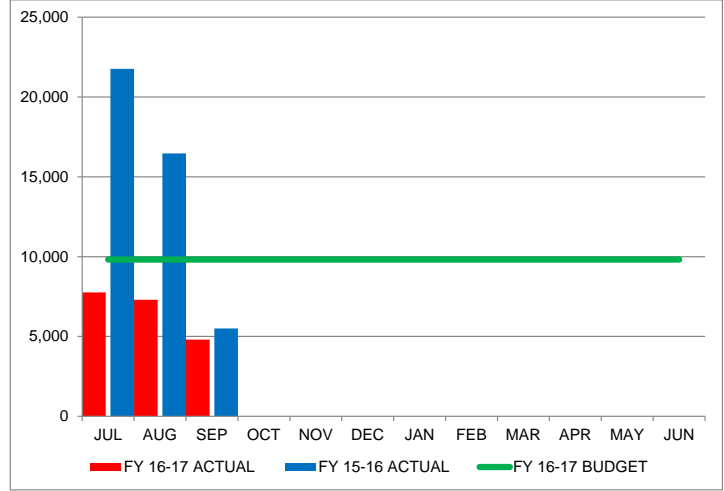


Investment Income is interest on deposits.

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

MISCELLANEOUS/OTHER

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	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						
NOV						
DEC						
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
YTD	\$ 29,461	\$ 19,871	\$ (7,101)	-24.1%	\$ 43,728	

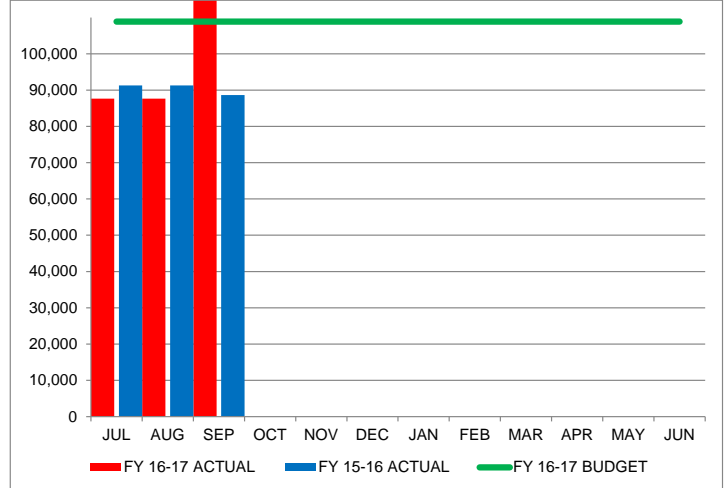


Other Revenue consists of sale of assets, refunds, and rental income for municipal buildings and tower antenna space.

Miscellaneous revenues YTD through September fell short of budget by -24.1%, and prior year by -54.6%.

OTHER FINANCING SOURCES

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	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%	88,655	
OCT						
NOV						
DEC						
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
YTD	\$ 326,645	\$ 311,542	\$ (15,103)	-4.6%	\$ 271,242	



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.

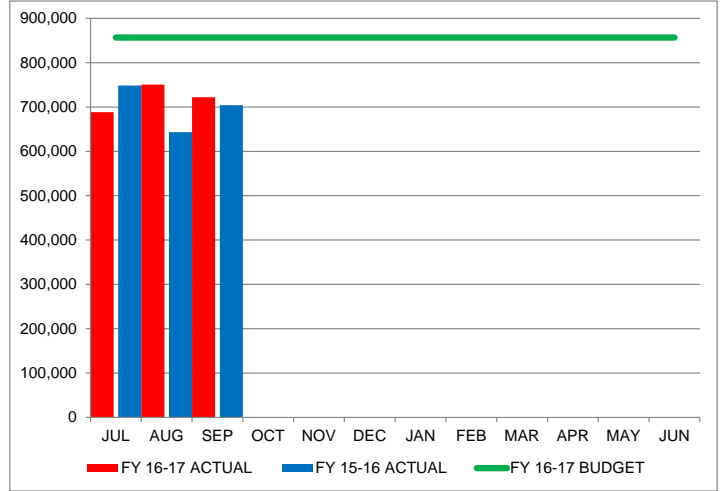
Transfers YTD through September fell short of budget by -4.6% , but were above prior year by 14.9%.

GENERAL FUND EXPENDITURE ANALYSIS

SEPTEMBER 2016

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 856,649	\$ 688,215	\$ (168,433)	-19.7%	\$ 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					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 2,569,946	\$ 2,160,859	\$ (409,086)	-15.9%	\$ 2,095,916



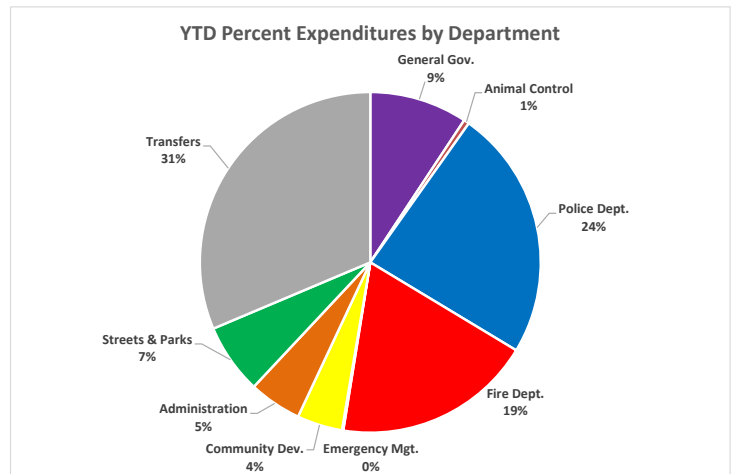
General Fund expenditures YTD were under budget YTD by -15.9%, and 3.1% above prior year YTD.

EXPENDITURES BY DEPARTMENT

	YTD 2017 Budget	YTD 2017 Actual	YTD 2016 Budget	YTD 2016 Actual
General Gov.	\$ 243,569	\$ 200,724	\$ 209,995	\$ 209,598
Animal Control	18,958	11,157	Reported with Police in FY16	
Police Dept.	536,777	514,977	576,870	473,266
Fire Dept.	440,111	408,406	422,910	384,254
Emergency Mgt.	13,250	2,789	5,250	1,747
Community Dev.	145,905	92,945	104,930	99,489
Administration	129,322	108,152	142,375	120,174
Streets & Parks	216,102	144,051	204,956	87,679
Transfers	825,953	677,609	768,989	719,709
Totals	\$ 2,569,946	\$ 2,160,809	\$ 2,436,274	\$ 2,095,916

Increase over prior year: 5.5% 3.1%

Excluding transfers, General Fund expenditures YTD are 7.2% above prior year.

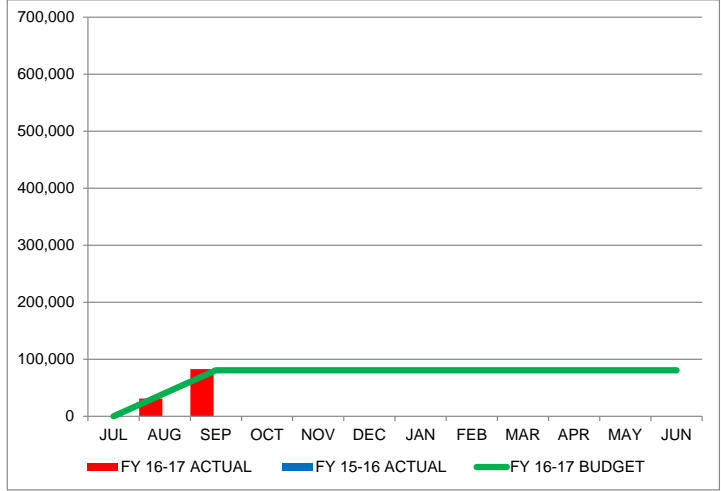


**SPECIAL REVENUE FUND:
PUBLIC SAFETY PERSONNEL**

SEPTEMBER 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				
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	\$ 113,662	\$ (7,349)	-0.9%	\$ -

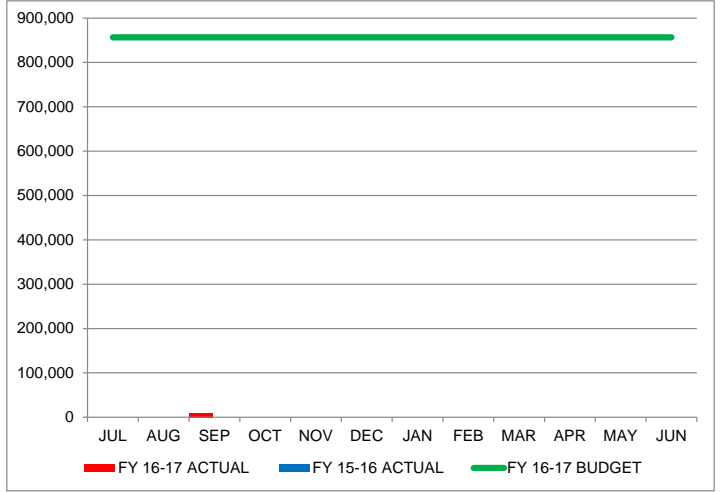


Sales tax collections YTD were below budget by -0.9%.

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					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 211,774	\$ 9,147	\$ (202,626)	-95.7%	\$ -



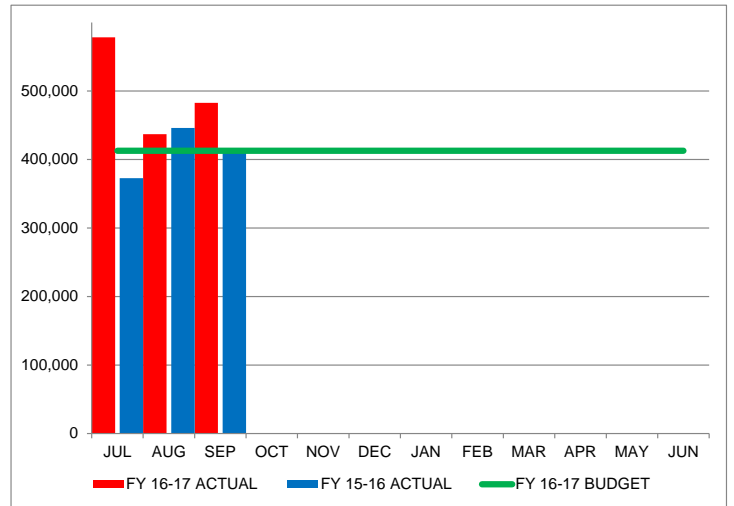
The only expenditures YTD through September were for equipment and supplies. Expenditures through September were -95.7% below budget.

**GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE**

SEPTEMBER 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%	\$ 372,872
AUG	412,779	437,057	24,278	6%	446,154
SEP	412,779	482,706	69,926	17%	411,699
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
Totals	\$ 1,238,338	\$ 1,498,041	\$ 259,703	21.0%	\$ 1,230,725

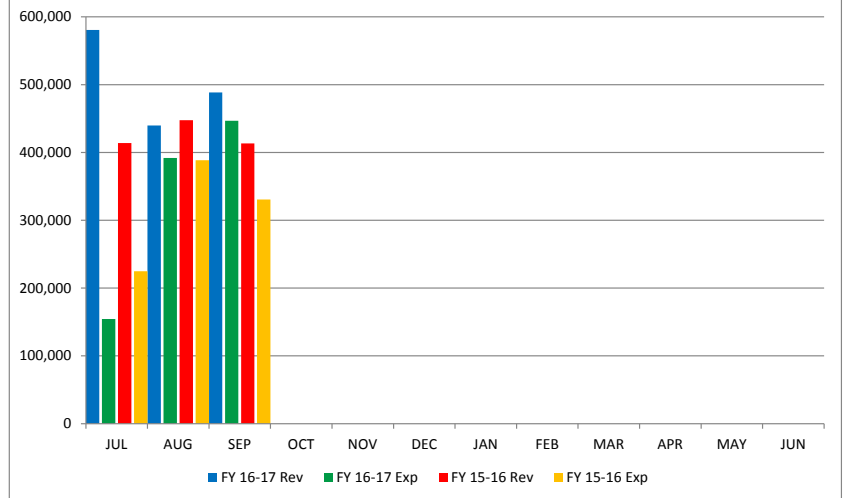


Charges for Services are 21.0% over budget YTD and 21.7% over prior year. Billed consumption was 27,249 thousand gallons compared to 23,928 thousand gallons in September, 2015, a 13.9% increase in volume. Customer accounts increased by 7.4% over prior year, and average rate per gallon increased by 3.4%.

SEPTEMBER 2016

REVENUE VS EXPENDITURES*

	FY 16-17 Rev	FY 16-17 Exp	FY 15-16 Rev	FY 15-16 Exp
JUL	\$ 580,661	\$ 154,314	\$ 413,752	\$ 224,858
AUG	439,654	391,840	447,620	388,394
SEP	488,499	446,810	413,432	330,605
OCT				
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 1,508,814	\$ 992,964	\$ 1,274,804	\$ 943,858

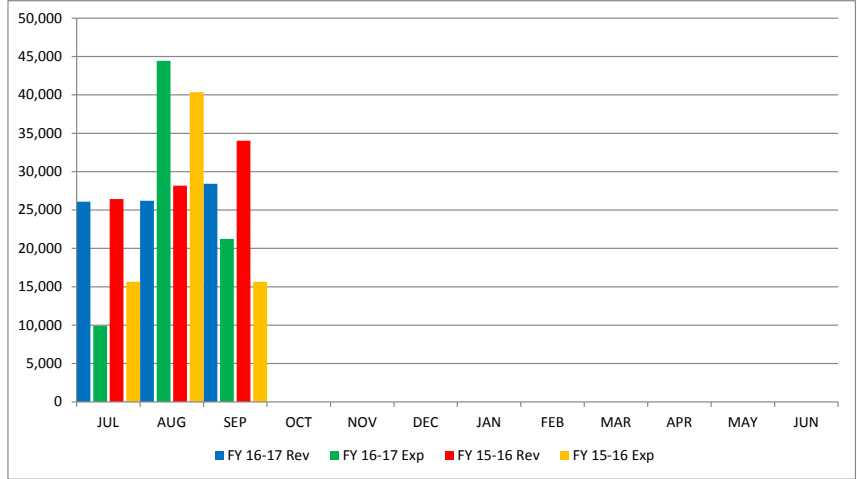


* Excludes transfers and debt principal payments

GUSA Net Income through September was 55.9% above prior year to date.

TOTAL REVENUE VS EXPENDITURES

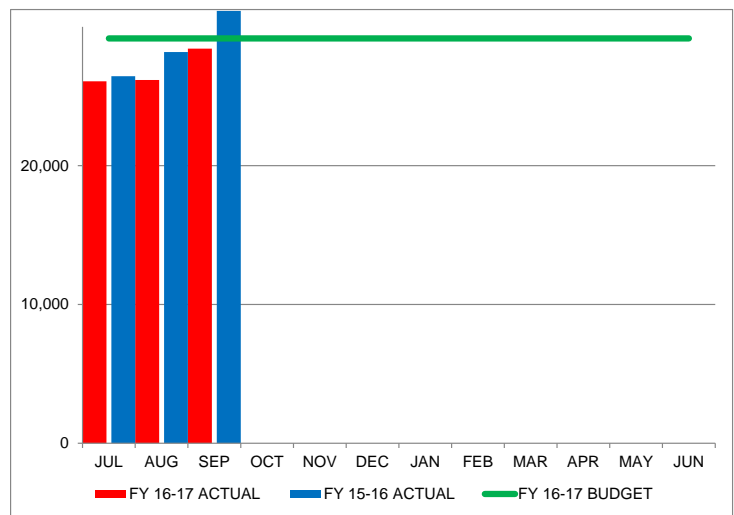
	FY 16-17		FY 15-16	
	Rev	Exp	Rev	Exp
JUL	\$ 26,077	\$ 9,892	\$ 26,440	\$ 15,660
AUG	26,218	44,436	28,179	40,354
SEP	28,430	21,244	34,037	15,660
OCT				
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 80,725	\$ 75,572	\$ 88,656	\$ 71,674



Industrial Authority Net income YTD through September was down -69.7% over prior year, primarily due increased 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						
NOV						
DEC						
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
Totals	\$ 87,501	\$ 80,675	\$ (6,826)	-7.8%	\$ 85,768	



Conference Center revenues from Rental Fees through September were under budget by -7.8%, and down -1.4% over prior year YTD.

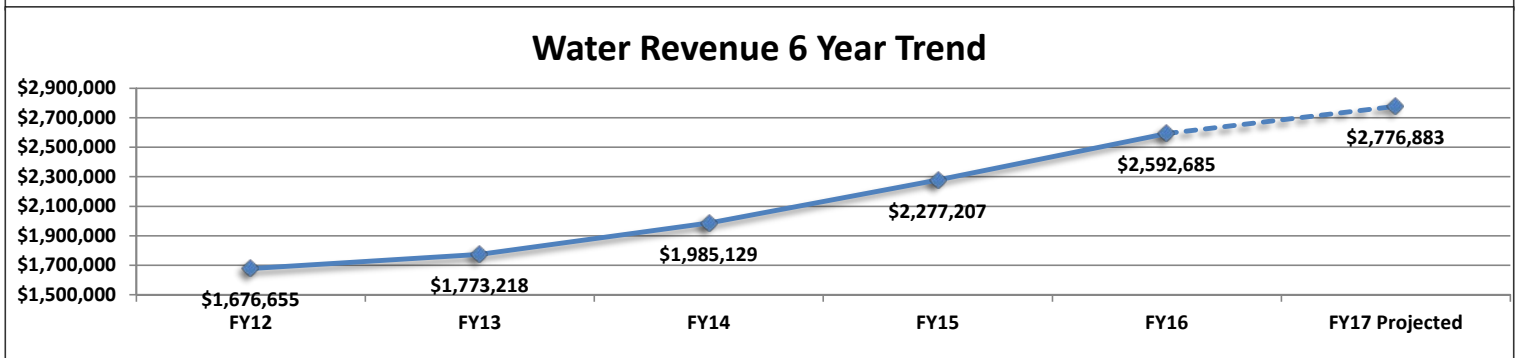
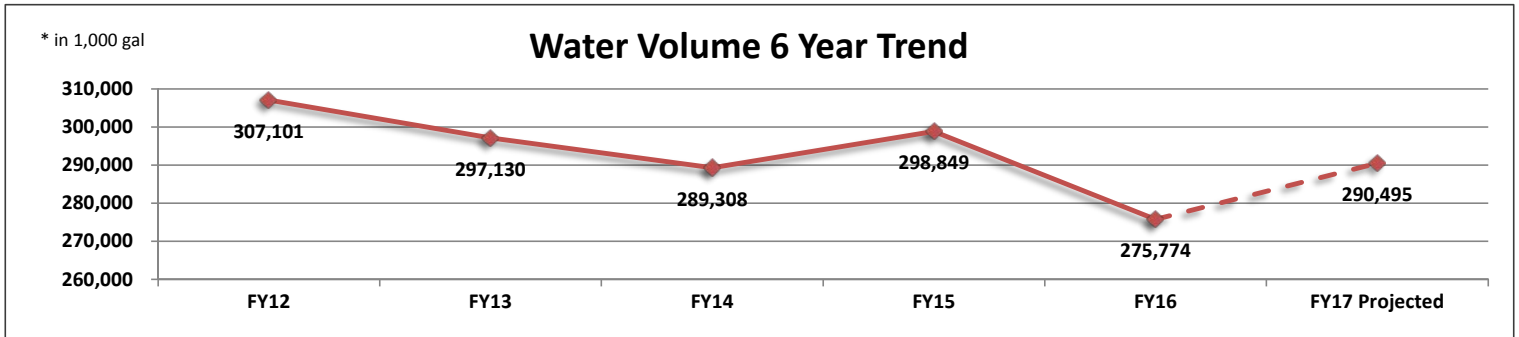
**GLENPOOL UTILITY SERVICES AUTHORITY
SCHEDULE OF WATER REVENUES
Fiscal Year Ending June 30, 2017**

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	-	26,219	25,959			-	240,503	234,603		
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	85,967	281,911	275,774	61.5%	63.2%	792,104	2,684,930	2,592,685	67.2%	71.4%
YTD	85,967	77,383	76,617	11.1%	12.2%	792,104	700,151	682,975	13.1%	16.0%

Additional Information:

	YEAR TO DATE			% VAR	
	ACTUAL	BUDGET	PRIOR YR	BUD	PR YR
# Customers	4,293	4,211	3,998	2.0%	7.4%
Vol per Cust *	6.67	6.13	6.39	9.0%	4.5%
Average Rate	\$ 9.21	\$ 9.05	\$ 8.91	1.8%	3.4%

* in thousand gallons





To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: November 15, 2016
Subject: City Manager's Report

Move Glenpool Forward:

In April 2016, the residents of Glenpool voted to provide the city access to an additional 1.1% in retail sales taxes split among three separate, but interdependent, propositions. Proposition 3, permanently funding the costs necessary to hire, equip and employ seven additional firefighters and five additional police officers went into effect on July 1, 2016 and created an additional .55% sales tax. To date, all seven of the firefighters have been hired and have joined their engine companies as full-time firefighters. Three of the five police officers have been hired and are currently working under the tutelage of field training officers. Candidates for the final two police officer positions have been identified, and are currently undergoing background review before being hired as officers with the Glenpool Police Department. All five police officer positions are expected to be filled by mid-December 2016.

The other two propositions, capturing an expiring Tulsa County sales tax of .55%, go into effect on January 1, 2017 and have a twenty year life. Proposition 1 (.29%) is targeted at infrastructure and other quality of life projects across the city during its effective term. The tax for proposition 1 is projected to raise approximately \$11.7 million in revenues over twenty years. Proposition 2 (.26%) is reserved for acquiring vehicles, equipment and other projects necessary to support the operations of the city's public safety agencies. The tax resulting from the adoption of that proposition is expected to generate approximately \$10.5 million over twenty years.

The accompanying Exhibit A will serve as a report card of sorts over the life of Propositions 1 and 2, showing the voters the progress that has been made with the taxes they approved. This report card will be provided on a regular basis, probably quarterly, until the taxes expire. Please note that the firefighting equipment and apparatuses that were detailed during the public meetings on Proposition 2 have been consolidated into one line item, similar to that of the item for the Police Department's replacement vehicles. This is done as a matter of convenience to avoid having to regularly move budgetary funding among the different vehicles proposed by the Fire Department over the life of the tax.

At an upcoming Council meeting, the Council will be asked to take official action to prioritize funding for each of the projects over the life the Propositions. Several of the projects have been marked as IP, indicating that staff has begun to put substantial work into the project to bring it to fruition.

Lodging Tax Increase:

In 2007, the citizens of Glenpool approved Ordinance 581, creating the city's lodging tax and setting the applicable rate at 5%. Since then, visitors to Glenpool have paid approximately \$800,000 to the city which has been used for the purposes of promoting economic development, leisure, culture and tourism in Glenpool.

Most of the cities and towns in the Tulsa metro area currently levy a lodging tax (See Exhibit B). The tax rates among those cities range from 4% to 7% and generally have the same restrictions placed upon the revenues as does Glenpool.



In the first few years the tax was levied, there was only one motel operating within Glenpool's corporate limits, but over the last few years two more hotel/motels have opened, significantly increasing the gross lodging taxes collected annually (See Exhibit C). A portion of the gross lodging taxes collected from the two new hotel/motels was refunded to the individual hotel developers under development agreements required to assist with public infrastructure. Both of those agreements have since expired.

Amending the ordinance

Like all tax related issues, the City Council would be required to adopt an ordinance that sets the parameters for an increase in the lodging tax and a resolution calling for an election at which the qualified electors would either approve or deny the implementation of the new tax. Once adopted and approved by the voters, the new tax would become effective on the first day of the first calendar quarter following the election unless a later effective date is specified.

Possible Opposition

In 2014, the City of Broken Arrow attempted to increase its Lodging Tax from 4% to 7%, a measure which failed, partially due to the opposition of area hotel/motel owners. The main argument against the increase was that it would drive potential guests across the municipal border into Tulsa where the lodging tax rate was only 5%. While no scientific evidence of the potential shift in hotel location choice was provided by the hotel/motel owners, it is a likely argument that would be used in Glenpool should the Council choose to move forward with an increase in the tax.

Conclusion

The tax election held in April 2016 showed overwhelming support by Glenpool residents for the projects that were included within the scope of each of the three propositions. It is possible that a tax that theoretically is mostly paid by people from outside Glenpool would have widespread support if the additional tax revenue could be tied to projects that are in demand by Glenpool's residents.

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date
Proposition 1 (.29%)					
Signalization/Infras. 151st Street	NS	2,000,000	-	2,000,000	-
Economic Development Projects	NS	1,035,337	-	1,035,337	-
Wastewater Treatment Plant	NS	550,000	-	550,000	-
Soccer Complex Lighting	NS	150,000	-	150,000	-
Turf Equipment Parks	NS	30,000	-	30,000	-
Radio Read Meter Conversion	NS	850,000	-	850,000	-
Snow Plow	NS	150,000	-	150,000	-
Storm Water Imp. Eden South	NS	500,000	-	500,000	-
Storm Water Imp. Main/Hwy 75	NS	100,000	-	100,000	-
Storm Water Imp. 141st/Hwy 75	NS	100,000	-	100,000	-
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-
Storm Water Imp. Vancouver	NS	50,000	-	50,000	-
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-
Kendalwood Park Rehab	NS	200,000	-	200,000	-
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-
Signalization 141/Elwood	NS	410,000	-	410,000	-
Signalization 121/Elwood	NS	150,000	-	150,000	-
Lane Impr. 121st fr Hwy 75 to Elwood	NS	635,000	-	635,000	-
Lane Impr. Elwood fr 141st to 151st	NS	2,350,000	-	2,350,000	-
Lane Impr. Warrior Road	IP	750,000	-	750,000	-
		11,672,837	-	11,672,837	-
Proposition 2 (.26%)					
Public Safety Radio System	IP	1,250,000	-	1,250,000	-
Police Vehicles	IP	3,000,000	-	3,000,000	-
PD Mobile Computer System	NS	208,000	-	208,000	-
Firing Range/Training Center	NS	100,000	-	100,000	-
PD Capital Improvements	NS	1,100,000	-	1,100,000	-
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	-
Firefighter Air packs	IP	250,000	-	250,000	-
		10,548,000	-	10,548,000	-
Total Props 1 and 2		22,220,837	-	22,220,837	-

Proposition 3 (.55%)

Hire 7 additional Firefighters C
 Hire 5 additional Police Officers IP

NS= Project not yet started, IP= Project in progress, C= Project is complete

City of Glenpool
 Comparative Lodging tax Rates

Exhibit B

<u>Entity</u>	<u>Code Ref</u>	<u>Adopted</u>	<u>Rate</u>	<u>Purpose per Ordinance</u>
Broken Arrow	Sec 22-112	1993	4%	Leisure, culture, tourism
Jenks	Sec 7-15-2		5%	Economic Development
Bixby	Sec 2-5g-2	2007	5%	Economic development, culture, recreation, tourism
Sapulpa	Sec 7-606	2006	5%	Economic development, leisure, tourism, general purposes
Coweta	Sec 7-802		5%	Economic development, culture, tourism
Tulsa	Sec 44-101		5%	Economic development, tourism
Owasso	Sec 7-602	2008	5%	Economic development, culture, tourism
Catoosa	Sec 3-6-3	1992	5%	General purpose
Claremore	Sec 39.82		5%	Tourism, building maintenance
Glenpool	Sec 2-3c-2	2007	5%	Economic development, leisure, culture, tourism
Sand Springs	Sec 3-12-020	1994	7%	Economic development, culture, tourism

Historical Hotel Tax Revenue Data

Year	City Revenue	Taxable Sales	Reimbursements		Net Revenue
			Comfort Inn	Holiday Inn	
2007-2008	\$ 44,590	\$ 891,800	\$ -	\$ -	\$ 44,590
2008-2009	44,605	892,090	-	-	44,605
2009-2010	44,362	887,232	(5,013)	-	39,349
2010-2011	74,623	1,492,452	(18,295)	-	56,327
2011-2012	87,580	1,751,603	(26,108)	-	61,473
2012-2013	91,486	1,829,713	(26,953)	-	64,533
2013-2014	104,052	2,081,043	(29,984)	-	74,068
2014-2015	155,786	3,115,717	(29,718)	(44,216)	81,852
2015-2016	167,391	3,347,811	(13,929)	(76,959)	76,503
Total	\$ 814,473	\$ 16,289,463	\$ (150,000)	\$ (121,174)	\$ 543,299

Projected Hotel Tax FY17

Year	City Revenue	Taxable Sales	Reimbursement Agreements	Net Revenue
2016-2017	\$ 170,000	\$ 3,400,000	\$ (7,634)	\$ 162,366

Proposed Hotel Tax Increase

	Existing Rate	Proposed Hotel Tax Rate	
	5%	6%	7%
Estimated Revenue	\$ 170,000	\$ 204,000	\$ 238,000
Reimbursements*	\$ (7,634)	\$ (7,634)	\$ (7,634)
Net Revenue	\$ 162,366	\$ 196,366	\$ 230,366
Variance over existing rate	-	\$ 34,000	\$ 68,000

*Amount due to Holiday Inn collected from FY16 revenues. Reimbursements end with this payment.

MINUTES
CITY COUNCIL MEETING
October 17, 2016

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Jacqueline Triplett-Lund, Councilor arrived at 8:03 p.m.

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

Also present were Jason Yarbrough, Glenpool First Baptist Church and Mike Neal, Tulsa Regional Chamber.

- A) Mayor Fox called the meeting to order at 6:33 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Jason Yarbrough, First Baptist 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 reporting that the tower construction project is complete and contract close-out is anticipated on or before November 1.
 - Soccer Complex design documents are scheduled for action later in the meeting. Anticipated project bid date is approximately November 15, 2016. Construction expected to commence after January 1, 2017.
 - CDBG grant for Senior Citizens Activity Building improvements was awarded. Contractor will be selected by Council on October 17.
 - Mr. Burrow also updated the City Council on the progress of various private and public construction projects throughout the city; provided the number of residential and commercial building permits issued in September; 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 August revenues and expenditures in all Funds.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman announced that the Whataburger is open.
 - The ICSC Dallas conference went well. Vendors expressed genuine interest in Glenpool.
 - The Comprehensive Plan review project is scheduled.
 - The American Waste recycling experiment is going very well.

- Mr. Kolman made a presentation to the Glenn Abbey HOA last weekend. He offered to make similar presentations to other Glenpool HOAs.

H) Mayor Report – Timothy Fox, Mayor

- Mayor Fox offered comments about the positive reception the Glenpool delegation received while at ICSC in Dallas. He thanked Roger Kolman and Mandy Vavrinak for their hard work.
- Mayor Fox promoted the Spooktackular Fest slated for Sunday evening, October 23.
- He also announced that several area churches were hosting family friendly events during the Halloween season.

I) Council Comments

- Glenpool Public Schools Fall Break is October 20-21. The Glenpool Warriors will host East Central HS, Thursday night, October 20 at 7:30 p.m.

J) Public Comments

- None.

K) Employee of the Month Recognition

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

L) Scheduled Business

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

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve minutes for October 3, 2016 as presented.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

2) Discussion and possible action to adopt Ordinance No. 724, An Ordinance Amending Title 10, Building And Development; Chapter 2, Building Codes And Regulations; Article A, Building Codes; Section 1, Adoption Of Codes (§ 10-2A-1); Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to adopt Ordinance No. 724 as presented.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

- 3) **Discussion and possible action to adopt Emergency Clause, Whereas it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 724, An Ordinance Amending Title 10, Building And Development; Chapter 2, Building Codes And Regulations; Article A, Building Codes; Section 1, Adoption Of Codes (§ 10-2A-1); Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency, more particularly that Title 11 § 14-107(B) of the Oklahoma statutes requires the City of Glenpool to adopt and enforce codes adopted by the Oklahoma Uniform Building Code Commission by scheduled effective dates, an emergency is hereby declared to exist, by reason whereof said Ordinance No. 724 shall take effect and be in full force from and after its passage as provided by law.**

Lowell Peterson, City Attorney recommended the Council adopt the Emergency Clause stating, "Although we are bound by the November 1 effective date, we cannot enforce without local legislation."

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to adopt Emergency Clause associated with Ordinance No. 724.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

- 4) **Discussion and possible action to adopt Resolution No. 16-10-01, A Resolution Of The City Of Glenpool, Oklahoma, Signifying The City Council's Endorsement Of The Tulsa Regional Chamber's "2017 One Voice Legislative Agenda," And Establishing And Supporting State And Federal Legislative Priorities Concerning Items Of Mutual Municipal Interest That The Tulsa Regional Chamber Of Commerce Will Advocate To The Region's State And Federal Legislative Members.**

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to adopt Resolution No. 16-10-01 as presented.

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

AGAINST: Councilor Kearns

ABSENT: Councilor Lund

Motion carried.

- 5) **Discussion and possible action to approve membership in Tulsa's Future III Initiative for regional economic development in partnership with the Tulsa Regional Chamber of Commerce.**

Mike Neal, Tulsa Regional Chamber gave a presentation concerning Tulsa's Future III Initiative and encouraged the Council's consideration to partner with Tulsa Regional Chamber of Commerce in the Initiative.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve membership in Tulsa's Future III Initiative for regional economic development in partnership with the Tulsa Regional Chamber of Commerce.

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

AGAINST: None
ABSENT: Councilor Lund
Motion carried.

- 6) **Discussion and possible action to enter into a Construction Contract with S & J Construction Specialists, LLC for the purpose of conducting work related to 2016 CDBG Project, involving improvements to the Senior Citizens Activity Building, in an amount not to exceed \$79,798.00.**

MOTION: Councilor Kearns moved, second by Councilor Agee to enter into a contract with S & J Construction Specialists, LLC for stated purpose, in an amount not to exceed \$79,798.00.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

- 7) **Discussion and possible action to approve South County Soccer Complex Development Plan.**

Mr. Lynn Burrow, Community Development Director submitted plans and led in a discussion concerning the proposed South County Soccer Complex.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve proposed South County Soccer Complex Development Plan.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

- 8) **Discussion and possible action to accept ownership and maintenance of public waterline improvements recently installed for the purpose of water service to the newly constructed Whataburger restaurant located at 12110 S. Waco, Southwest Crossroads Addition, Glenpool, Oklahoma.**

MOTION: Councilor Kearns moved, second by Councilor Agee to accept ownership and maintenance of public waterline improvements for water service to Whataburger restaurant at 12110 S. Waco.

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

AGAINST: None

ABSENT: Councilor Lund

Motion carried.

Mayor Fox declared a ten minute recess at 7:53 p.m.

Councilor Lund arrived and Mayor Fox declared the meeting reconvenes from the recess at 8:03 p.m.

- 9) **Discussion and possible action to enter into Executive Session for the purpose of conferring with one or more consultants to the City of Glenpool on matters**

pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice one or more businesses to locate within the corporate limits of the City of Glenpool, because public disclosure of the matter discussed would interfere with the development of products or services or public disclosure would violate the confidentiality of the business, pursuant to Title 25, § 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).

Lowell Peterson, City Attorney recommended that the City's Economic Development consultants, Mandy Vavrinak and Rickey Hayes should be invited into the Executive Session.

MOTION: Councilor Kearns moved, second by Councilor Agee to enter into Executive Session with Mandy Vavrinak and Rickey Hayes for the purpose stated in Item 9.

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

AGAINST: None

Motion carried.

Council convened into Executive Session at 8:06 p.m.

10) Discussion and possible action to reconvene in Regular Session.

MOTION: Councilor Kearns moved, second by Councilor Lund to reconvene in Regular Session at 9:01 p.m.

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

AGAINST: None

Motion carried.

11) Discussion and possible action to approve Resolution No. 16-10-02, A Resolution Of The City Of Glenpool, Oklahoma (The "City") Declaring The City's Intent To Consider Approval Of A Project Plan And Creation Of A Tax Increment District Pursuant To The Local Development Act; Directing Preparation Of A Project Plan; Appointing A Review Committee; Directing The Review Committee To Make Findings As To Eligibility Of Designated Project Area And Financial Impact, If Any, On Taxing Jurisdictions Within The Proposed District; Directing The Review Committee To Make A Recommendation With Respect To The Proposed Project Plan; Directing The Planning Commission To Make A Recommendation With Respect To The Proposed Project Plan; And Containing Other Provisions Relating Thereto.

MOTION: Councilor Lund moved, second by Councilor Kearns to approve Resolution No. 16-10-02 as presented.

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

AGAINST: None

Motion carried.

12) Discussion and possible action to appoint a member to serve as Chairperson of the TIF Review Committee.

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to appoint Councilor Brandon Kearns to serve as Chairperson of the TIF Review Committee.

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

AGAINST: None

Motion carried.

13) Discussion and possible action to approve retainer agreement engaging Hilborne & Weidman, PC, as bond counsel and Lowell Peterson as local counsel to provide legal services in support of creating the proposed Tax Increment Financing District and providing funds to promote investment, development and economic growth within the City of Glenpool, as authorized by Resolution No. 16-10-02, adopted this date, for a fee of \$30,000.00, such funds to be reimbursed to the City as an eligible project cost.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve retainer agreement engaging Hilborne & Weidman, PC, as bond counsel and Lowell Peterson as local counsel for legal services in support of creating the proposed Tax Increment Financing District.

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

AGAINST: None

Motion carried.

J) Adjournment.

- Meeting was adjourned at 9:12 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: November 15, 2016
Subject: Agreed Upon Procedures Engagement

Background:

In May 2015 the City of Glenpool/Glenpool Utility Service Authority ('City') and Creek County Rural Water District No. 2 ('District') entered into an agreement of settlement and release ('Agreement') regarding ongoing litigation. In part, that agreement created a process for, and a requirement, to engage an independent certified public accountant to review the process, procedures, and reports generated by each utility regarding services provided to customers in certain areas of the Glenpool fence line.

Anne Elfrink, CPA completed the first of the annual agreed upon procedures engagements and issued a report thereon to the parties to the Agreement detailing her firm's findings from that engagement. The City's staff, as well as the District's staff, were pleased with the work that Ms. Elfrink's firm did in the initial engagement, and are recommending that the firm be engaged to perform the work for the years ended June 30, 2017 and 2018 as well. The City will be required to reaffirm the engagement for the 2018 fiscal year to avoid obligating funds beyond one year.

The proposed fees for the two annual periods are \$9,900 and \$10,200 which will be evenly split between the City and the District.

Staff Recommendation:

Staff recommends approval of the engagement letter for Agreed Upon Procedures to be performed by Anne Elfrink, CPA.

Attachments:

Anne Elfrink, CPA engagement letter

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCP, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

October 24, 2016

City of Glenpool/Glenpool Utility Service Authority and
Creek County Rural Water District No. 2
12205 S. Yukon Ave.
Glenpool, OK 74033

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2 for the audit period of July 1, 2016 through June 30, 2017, with an option to reaffirm the agreement for the audit period of July 1, 2017 through June 30, 2018.

SCOPE OF SERVICES

We will apply the agreed-upon procedures described below to be performed in accordance with the applicable attestation standards of the American Institute of Certified Public Accountants and the fieldwork reporting standards in *Government Auditing Standards*. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the schedule below for any purpose. If, for any reason, we are unable to complete the procedures, we will describe the restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on the financial statements, underlying data, or the procedures being conducted to prepare such statements. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2. It should not be used by anyone other than the specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the parties.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The specific procedures to be performed are:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by the Auditor in writing.
2. We will obtain building permit records for all new construction within the Permissive Area during the Auditable Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.
3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Auditable Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. We will document our understanding in writing.
2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.
3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. We will compare the calculation above to the actual amounts paid to Glenpool for the Auditable Period and reconcile any differences noted.

Procedures Applicable to Creek-2 and Glenpool

- I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling*, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.
2. We will perform any other procedures we reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

We understand that your employees will assist in locating documents and obtaining data files we request.

The documentation for this engagement is the property of Anne Marie Elfrink, MS, CPA and constitutes confidential information. This documentation will be retained for a minimum of five years after the report release date.

Our fee for these services will be a flat baseline fee of \$9,900 for the audit period covering July 1, 2016 through June 30, 2017 plus \$10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area. If reaffirmed, our fee for these services will be a flat baseline fee of \$10,200 for the audit period covering July 1, 2017 through June 30, 2018 plus \$10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area.

Our invoice for these fees will be rendered upon delivery of our final report and is payable on presentation. However, if we are prevented from continuing our work due to delays in availability of client staff or information, or any other mechanism outside of the jurisdiction and control of our firm, we will bill for services rendered on a monthly basis at our standard rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If an expansion of scope beyond those specific procedures identified above is necessary, we will discuss it with you before we incur additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Glenpool and Creek County Rural Water District No. 2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Anne Marie Elfrink, MS, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool and Creek County Rural Water District No 2 for the audit period of July 1, 2016 through June 30, 2017.

FOR THE CITY OF GLENPOOL:

By: _____

Title: _____

Date: _____

FOR THE GLENPOOL UTILITY SERVICE AUTHORITY:

By: _____

Title: _____

Date: _____

FOR THE CREEK COUNTY RURAL WATER DISTRICT NO. 2:

By: _____

Title: _____

Date: _____

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 09/23/16
Re: Communication Proposal

Background:

Approximately eight years ago, the City of Glenpool was notified that our current communications system (EDACS) was approaching its “end of life”. At that time, the Fire and Police departments began evaluating existing and emerging technologies in an effort to plan for eventual replacement of the system.

During these evaluations emphasis was placed on providing excellent coverage of our response area, interoperability with our mutual aid partners and compliance with Federal Communications Commission guidelines for Project 25 (P-25).

Upon identifying a suitable replacement for our aging system and establishing an estimated budget, staff began the process of educating elected officials and the public about our needs and the challenges associated with such an endeavor. Thankfully, the citizens of Glenpool approved a funding vehicle that will allow us to complete this project.

The proposed system mirrors that of our adjoining neighbors and allows Glenpool to become an equal partner within a larger communications network. This proposal will allow a multi-faceted approach utilizing both existing and emerging technologies that were unavailable to our responders in the past. As proposed, the new system will provide a minimum of 95% operational coverage.

Completion of this project will involve multiple vendors. A breakdown of each follows:

Harris Communications

System engineering, infrastructure, dispatch consoles and 800MHz radios.

Infrastructure	\$715,919.00
Mobile Assets	\$938,506.00
System Discount	(\$716,835.00)
Vendor Total	\$937,590.00

Motorola Solutions

Fixed assets, interoperability radios. \$ 65,279.37

Wireless Technologies

Fixed assets, interoperability radios, infrastructure and mobile asset installations.

Infrastructure Installation	\$ 50,000.00
Mobile Asset Installations	\$ 11,325.00
Vendor Total	\$ 61,325.00

Command Communications

Paging, Mobile Assets \$ 37,678.00

Contingency \$ 15,000.00

Project Total **\$1,163,197.37**

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

Staff Recommendation:

Staff recommends acquisition of equipment and services as noted in this report.

System Description

Overview

Harris Corporation, Communications Systems Division (Harris) is proud to offer the City of Glenpool, Oklahoma (the City) a firm fixed price proposal for a Land Mobile Radio (LMR) solution that meets the City's coverage needs. As a 1-site, 800 MHz, P25^{IP} Phase 2 addition to the existing Broken Arrow Communications Regional Network (Broken Arrow), Glenpool will enjoy the power of VIDA – Voice, Interoperability & Data Access. The Harris VIDA core at Broken Arrow makes use of a unified network architecture that provides one unified IP network, controlled from multiple locations by individual servers.

Glenpool has unique needs for a communications system and Harris has taken the time to address those needs with the customized solution presented here. The proposed solution is not designed with a pre-determined end-of-life, but designed for long-term deployment and low total cost of ownership.

The solution for Glenpool includes Harris' P25 compliant MASTR V trunked base station, next generation Symphony Console, latest portable radio, the XL-200P, and BeOn, the application that brings land mobile radios and smartphones together.



The Harris Advantage

With the Harris design, the City of Glenpool will gain the following capabilities:

- **Project 25 (P25) Phase 2** – The proposed P25 base stations (MASTR V), as well as the portable and mobile radios, are P25 Phase 2 ready today.
- **Coverage Guarantee** – Users will be provided reliable, 95% portable outdoor and mobile coverage. Guaranteed.
- **Improved Interoperability** – The new P25 network will allow interoperable communications with cooperating agencies, from neighboring conventional analog to P25 systems, through interfaces like the Interoperability Gateway and the P25 Inter-RF Subsystem Interface (ISSI).
- **BeOn** – The BeOn application brings full Push-to-Talk (PTT) services to smart phones, tablets, or PC operating on broadband networks—whether 3G and 4G commercial cellular, WiFi, or Public Safety LTE.
- **Expandable** – The scalability of the proposed P25 network allows Glenpool to meet emerging needs. The proposed architecture can easily expand to accommodate additional users, enhanced coverage, and features as the City's needs change in a cost effective manner.

Proposed System Offering

Harris will provide the City of Glenpool a 1-site, 5-channel, 800 MHz P25 Phase 2 System, utilizing the existing geographically-redundant VIDA Core at Broken Arrow. The proposed system block diagram is shown in 0. In addition, Harris has included two new Symphony IP Consoles, as well as a variety of mobiles and portables, and two Interoperability Gateways with 12 talkpaths each (24 talkpaths total for interconnectivity to Glenpool conventional sources). All new system components are proposed, including new antenna systems.

Proposed System Components

The following equipment and services have been included as part of this proposal:

- VIDA Core Licenses to accommodate the proposed equipment on the existing Broken Arrow VIDA Core
- One, 5-Channel 800 MHz P25 Phase 2 site
- Two, next-generation Symphony IP Dispatch Consoles and Backup Control Stations
- Subscriber devices, including:
 - Police Portables – (35) XL-200 Portables, Multi-band (VHF, UHF & 7/800 MHz), LTE (Public Safety Band 14 and Commercial VZW Bands 4 & 13)
 - ♦ P25 Trunking
 - ♦ Phase 2
 - ♦ AES/DES Encryption with Over-the-Air-Rekeying (OTAR)
 - ♦ Li-Polymer Battery
 - ♦ ½ - Wave Antenna and spare ¼ - Wave Antenna (136-870 MHz)
 - ♦ Standard Speaker Microphone
 - ♦ Belt Clip
 - ♦ One-bay, tri-chemistry charger
 - ♦ Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
 - Additional Police Portable Accessories
 - ♦ (1) Six-bay charger
 - ♦ (30) Earpieces for use with speaker microphones
 - Police Mobiles – (30) XG-75 Scan Mobiles, 7/800 MHz
 - ♦ P25 Trunking
 - ♦ Phase 2
 - ♦ AES Encryption with OTAR

- ◆ Remote Mount Control Unit
- ◆ Microphone
- ◆ Standard Roof Mount Antenna, 7/800 MHz
- ◆ Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
- Fire Portables – (42) XL-200 Portables, Multi-band (VHF, UHF & 7/800 MHz), LTE (Public Safety Band 14 and Commercial VZW Bands 4 & 13)
 - ◆ P25 Trunking
 - ◆ Phase 2
 - ◆ AES/DES Encryption with OTAR
 - ◆ Li-Polymer Battery
 - ◆ ½ - Wave Antenna and spare ¼ - Wave Antenna (136-870 MHz)
 - ◆ Fire Speaker Microphone
 - ◆ Belt Clip
 - ◆ One-bay, tri-chemistry charger
 - ◆ Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
- Additional Fire Portable Accessories
 - ◆ (3) Six-bay chargers
- Fire Mobiles – (16) XG-100 Mobiles, (VHF, UHF, & 7/800 MHz)
 - ◆ P25 Trunking
 - ◆ Phase 2
 - ◆ AES/DES Encryption with OTAR
 - ◆ Touchscreen Remote Mount Control Unit
 - ◆ Microphone
 - ◆ Antenna, Multi-band, 136-870 MHz
 - ◆ CH-100 Option Cable
 - ◆ Five Year Warranty (includes 2 year extended warranty in addition to 3 year standard warranty)
- Public Works Portables – (8) XG-15 Scan Portables, 7/800 MHz
 - ◆ P25 Trunking
 - ◆ Phase 2
 - ◆ Li-Ion Battery

- ◆ ¼ - Wave Antenna and spare ½ - Wave Antenna (7/800 MHz)
- ◆ UDC Cover
- ◆ Belt Clip
- ◆ One-bay, tri-chemistry charger
- ◆ Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
- (4) XL-200 Portables, Multi-band (VHF, UHF & 7/800 MHz)), LTE (Public Safety Band 14 and Commercial VZW Bands 4 & 13)
 - ◆ P25 Trunking
 - ◆ Phase 2
 - ◆ AES/DES Encryption and OTAR
 - ◆ Li-Ion Battery
 - ◆ ½ - Wave Antenna and spare ¼ - Wave Antenna (136-870 MHz)
 - ◆ Standard Speaker Microphone
 - ◆ Belt Clips
 - ◆ One-bay, tri-chemistry charger
 - ◆ Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
- (50) XG-75 Portable/Mobile feature upgrades from EDACS to P25 Trunking
- (50) XG-75 Portable/Mobile feature upgrades for Phase 2 TDMA
- (50) XG-75 Portable/Mobile feature upgrades for P25 AES Operation
- (50) XG-75 Portable/Mobile feature upgrades for P25 Over-the-Air-Rekeying (OTAR)
- (20) BeOn User Licenses (Android or iOS)
- (2) Network First Interoperability Gateway, (24) total talkpaths
- Services including system engineering, project management, installation, and shipping

Site Specific Equipment

Glenpool Site

The following RF site equipment will be installed at this location:

- (5) 7/800 MHz MASTR V Phase 2 channels
- (1) combiner, multicoupler, and tower top amplifier
- (1) 7/800 MHz transmit antenna
- (1) 7/800 MHz receive antenna
- Coax, cables, and connectors associated with antenna system
- Site Access Router

City of Glenpool Dispatch Center

The following dispatch and interoperability equipment will be installed at this location:

- (2) Symphony IP Dispatch Consoles
 - Windows 8 Symphony PC Application
 - Remote Baton software
 - (4) Speakers
 - 21.5" HD Monitor
 - Mouse
 - Keyboard
 - Footswitch
 - Desk microphone
 - 6-wire jackbox
- (2) Backup Control Stations
 - XG-75 Scan Mobiles, 7/800 MHz, with CS7000 Control Station
 - P25 Trunking
 - Phase 2
 - AES Encryption with OTAR
 - Desktop Microphone
 - Yagi Antenna, 7/800 MHz

- Five Year Warranty (includes 3 year extended warranty in addition to 2 year standard warranty)
- (10) Earbud style headsets
- (2) Network First Interoperability Gateways, (24) total talkpaths
- Site Access Router

Backhaul

The City is to provide all backhaul connectivity connecting Glenpool to the existing VIDA Core at Broken Arrow. The following sections describe the required specifications for this connectivity.

Bandwidth Requirements

A minimum fiber (or broadband) bandwidth equivalency of (2) T1 links, or (1) T1 link per connected location, is required in order to add the Glenpool transmitter site and dispatch location to the Broken Arrow Core.

Fiber Connectivity Requirements

Harris requires all fiber connections meet the following specifications:

- **Physical interface:** Physical interfaces will be copper Ethernet at either 100Mbps/full duplex no-negotiation or 1Gbps/full duplex
- **Latency:** Latency within the system will need to stay constant to avoid jitter. For standard implementations, latency should be less than 150 msec.
- **Jitter:** Overall jitter will average 0 and never build up to more than 60 msec. Streams with excessive jitter will result in packet loss and Harris will not be responsible for voice quality issues.

WAN Connectivity Requirements

To guarantee the quality of voice through the VIDA network, all WAN links will need to strictly adhere to the following requirements. All of these requirements are necessary to provide a guaranteed level of service for voice. Failure to adhere to these requirements could result in poor audio for which Harris cannot be held accountable.

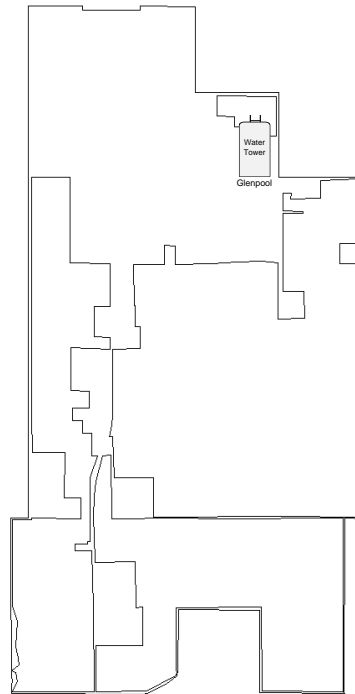
Packet Loss

Due to the connectionless nature of UDP, and thus voice packets, minimal packet loss is tolerable in the VIDA network but could result in degraded voice quality or loss of voice. Harris will not be held responsible for degraded voice quality that comes from the result of packet loss in the customer provided transport network.

Latency

Latency within the system will need to stay constant to avoid jitter. For standard implementations, latency should be less than 150 msec.

Figure 5. Boundary



Approach

Harris turned to the existing FCC site license (WQAV657) to steer the coverage design and ensure the design presented here is realistic and licensable. The service area contours of each site are well within the existing maximum licensed Effective Radiated Power (ERP) of 150 Watts. Therefore, Harris is confident the City of Glenpool will not have any issues relicensing frequencies, which requires an emission designator update to the new P25 modulation. See the list of assumptions included with this proposal for more details.

Figure 6. Licensed Frequencies

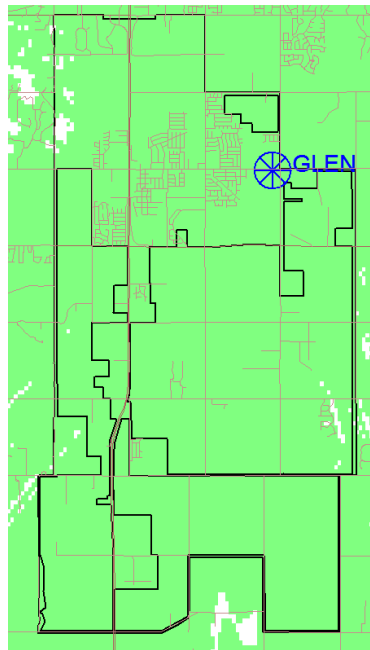
Frequency (MHz)	Max ERP (W)	Frequency Separation (kHz)
851.1875	150	-
851.7250	150	537.5
852.2625	150	537.5
853.0750	150	812.5
853.8500	150	775.0

The coverage maps show predicted 800 MHz, P25 Phase 2, DAQ 3.4 digital voice coverage. Figure 8 identifies the Glenpool maps (#1-8) included with this proposal. The maps predict signal strength on the talk-out and talk-back side. The City should note that both talk-out and talk-back coverage meets the desired performance for the service area at 95% outdoor coverage.

The figure below shows the coverage for portable talk-out coverage outdoor. In each of the maps, the following color codes apply:

- City boundary – Black
- Primary, secondary, and local routes – Brown
- Areas where the predicted reliability is equal to or greater than 95% for DAQ 3.4 communication – Green
- Areas predicted to have less than DAQ 3.4 communication or communication with less than 95% reliability – White

Figure 7. Guaranteed Glenpool Portable Outdoor Coverage



Coverage Guarantees

In a covered area analysis of the proposed system (as defined in TSB-88.1D), Harris is able to guarantee every test tile with greater than 95% reliability. Therefore, a bounded area design is being proposed. The design is based on the boundary previously shown in Figure 6, and the guarantee is the amount of that boundary that will be covered. For example, stating the proposed design is based on 95% bounded area coverage means ALL area of the boundary will be tested and 95% of the test tiles will pass.

Harris coverage guarantees are the same for both P25 Phase 1 and Phase 2 and are based on the site location, antenna locations on the water tower, site transmit and receive antenna subsystem equipment configurations, and the transmit ERP level.

Harris' coverage guarantees are the same for P25 Phase 1 and P25 Phase 2.

RAPTR Version 27.2.366

Monday, October 24, 2016 16:35:56

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

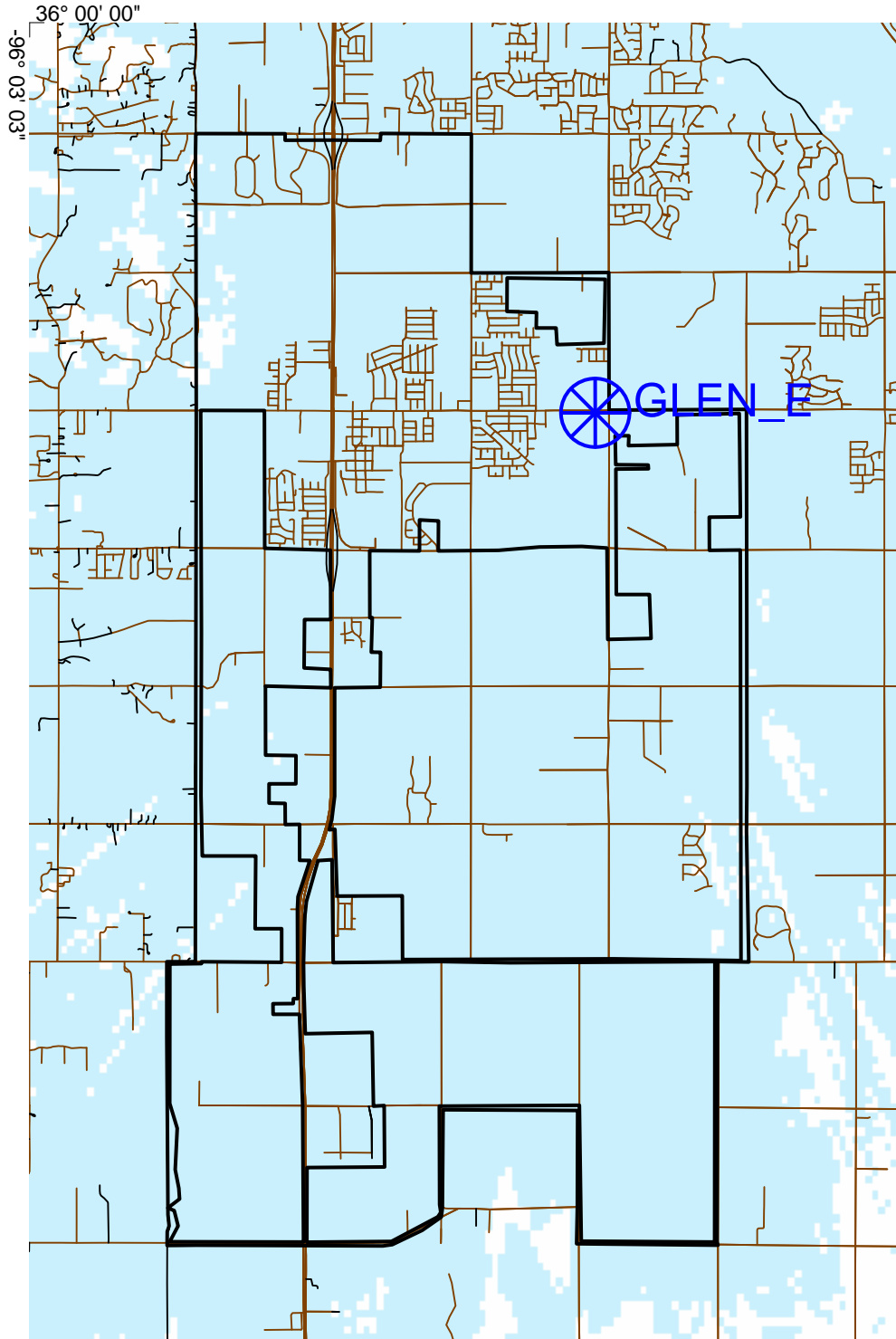
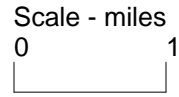
MBP: 16142

Figure: 01 - Glenpool EDACS PTO Outdoor- For Information Only

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.2.366

Monday, October 24, 2016 16:36:58

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

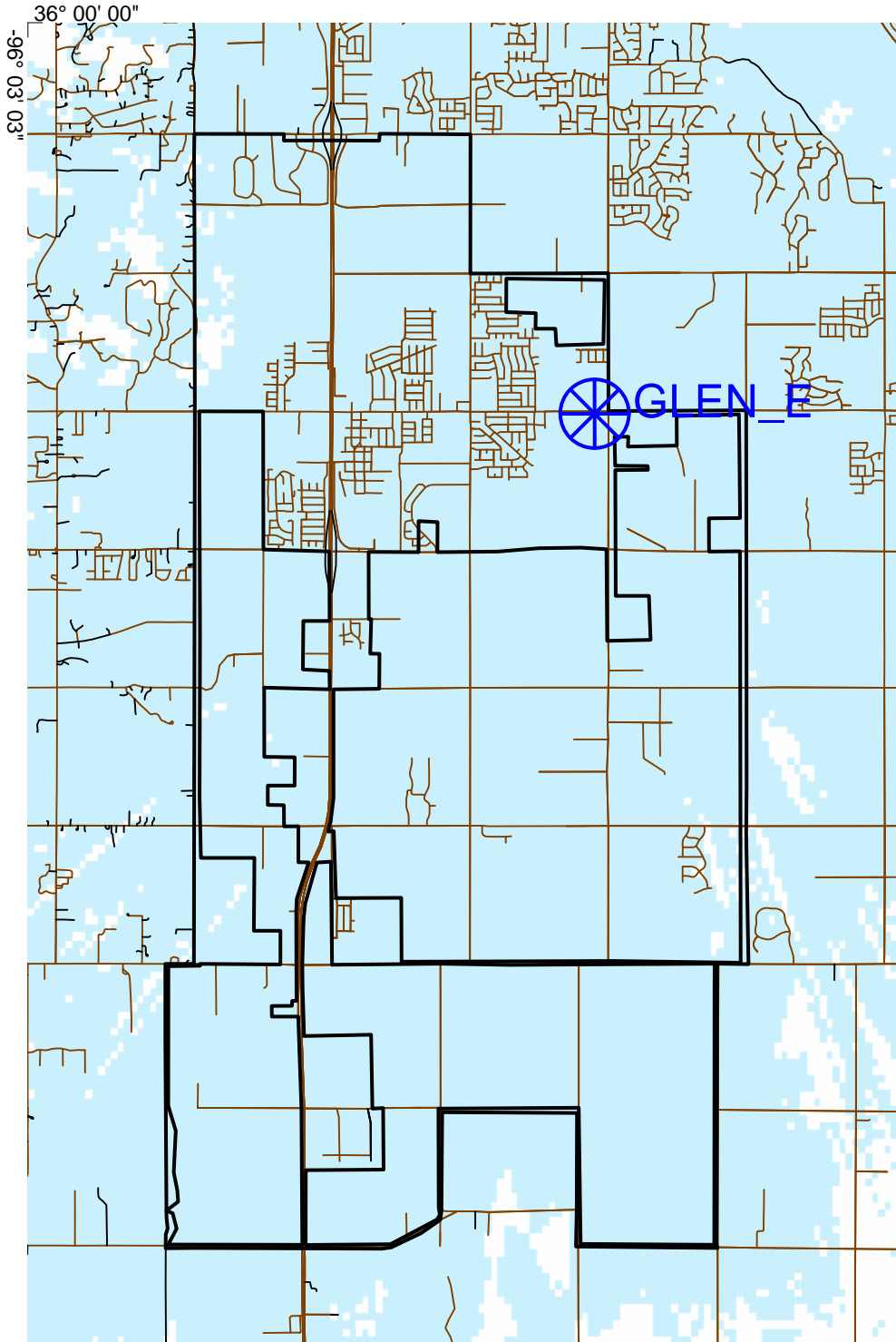
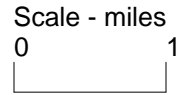
MBP: 16142

Figure: 02 - Glenpool EDACS PTB Outdoor - For Information Only

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.2.366

Monday, October 24, 2016 16:37:36

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

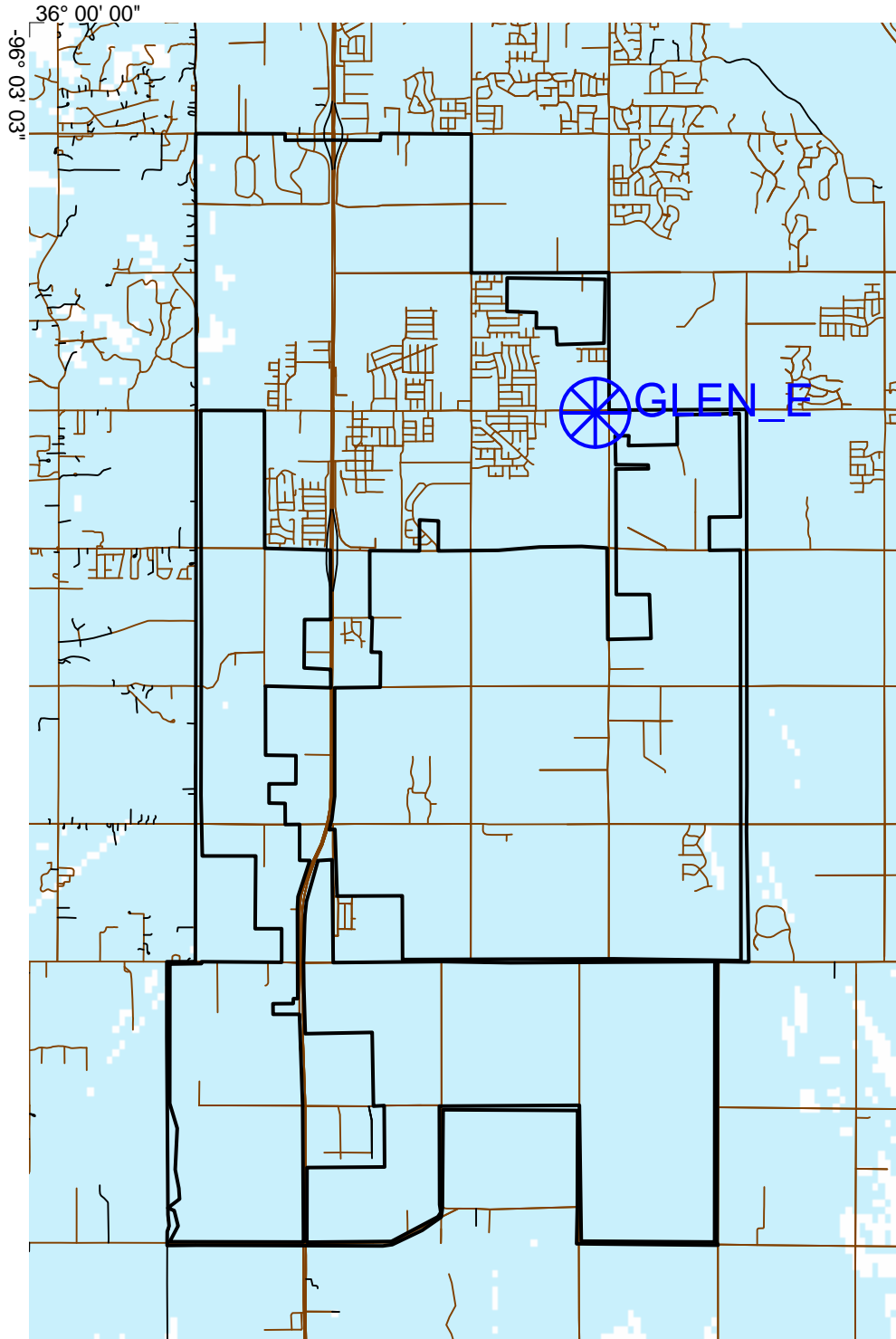
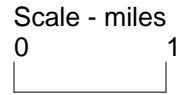
MBP: 16142

Figure: 03 - Glenpool EDACS MTO Outdoor - For Information Only

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.2.366

Monday, October 24, 2016 16:38:18

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

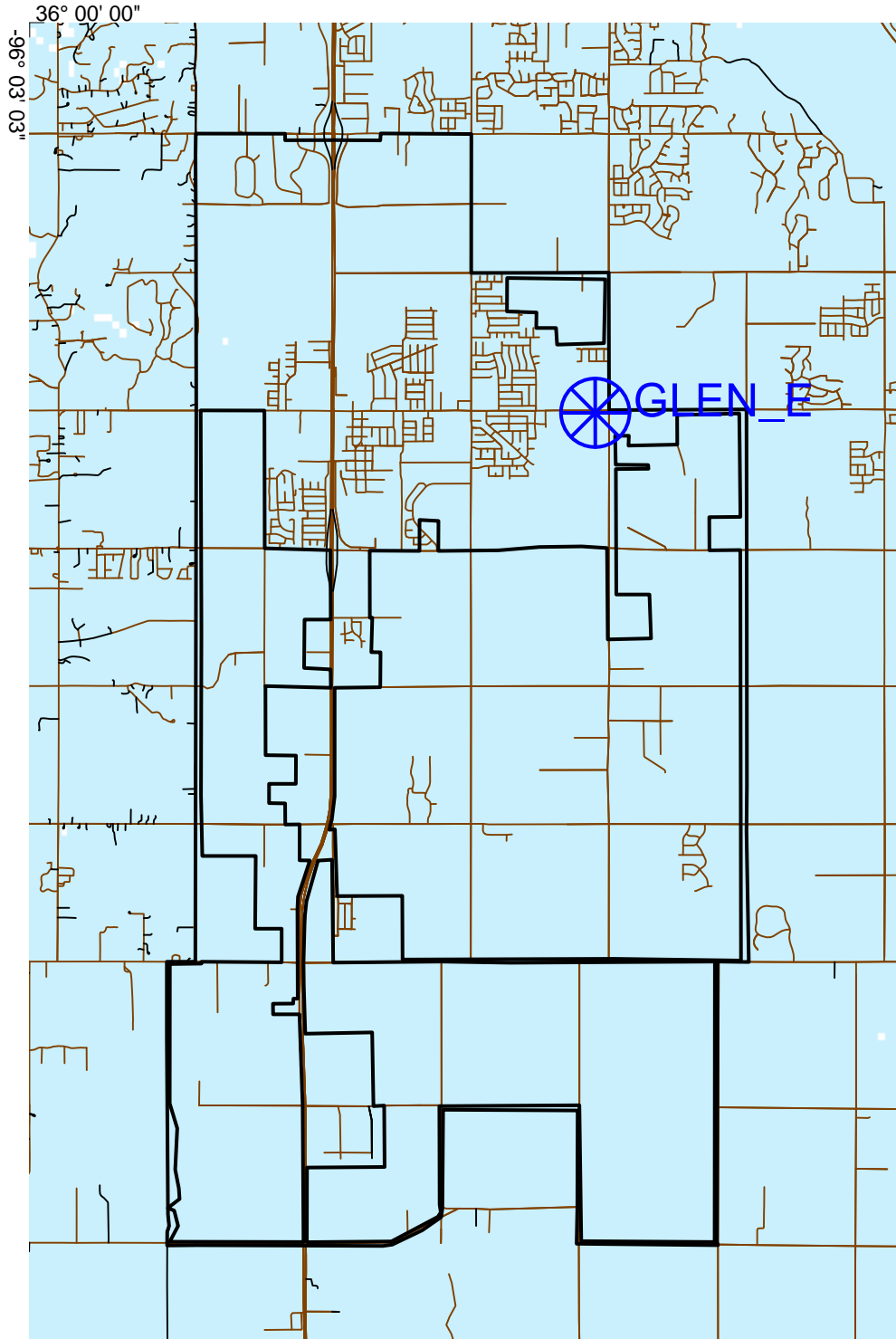
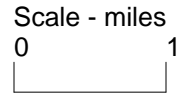
MBP: 16142

Figure: 04 - Glenpool EDACS MTB Outdoor - For Information Only

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RF Integrity

RAPTR Version 27.4.377

Monday, July 25, 2016 16:18:18

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

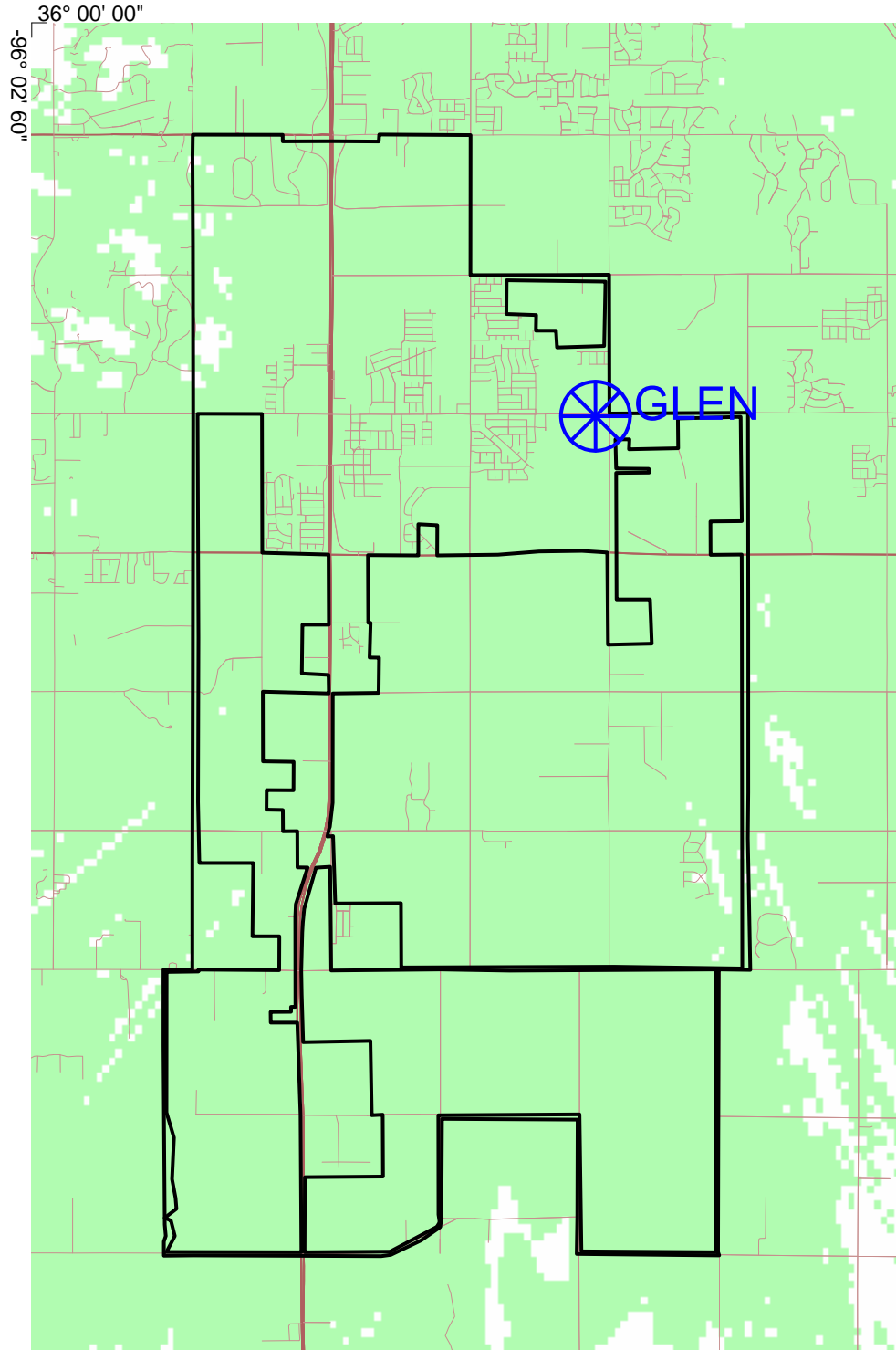
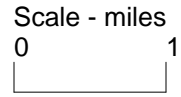
MBP: 16142

Figure: 01 - Glenpool PTO Outdoor

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.4.377

Monday, July 25, 2016 16:18:08

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

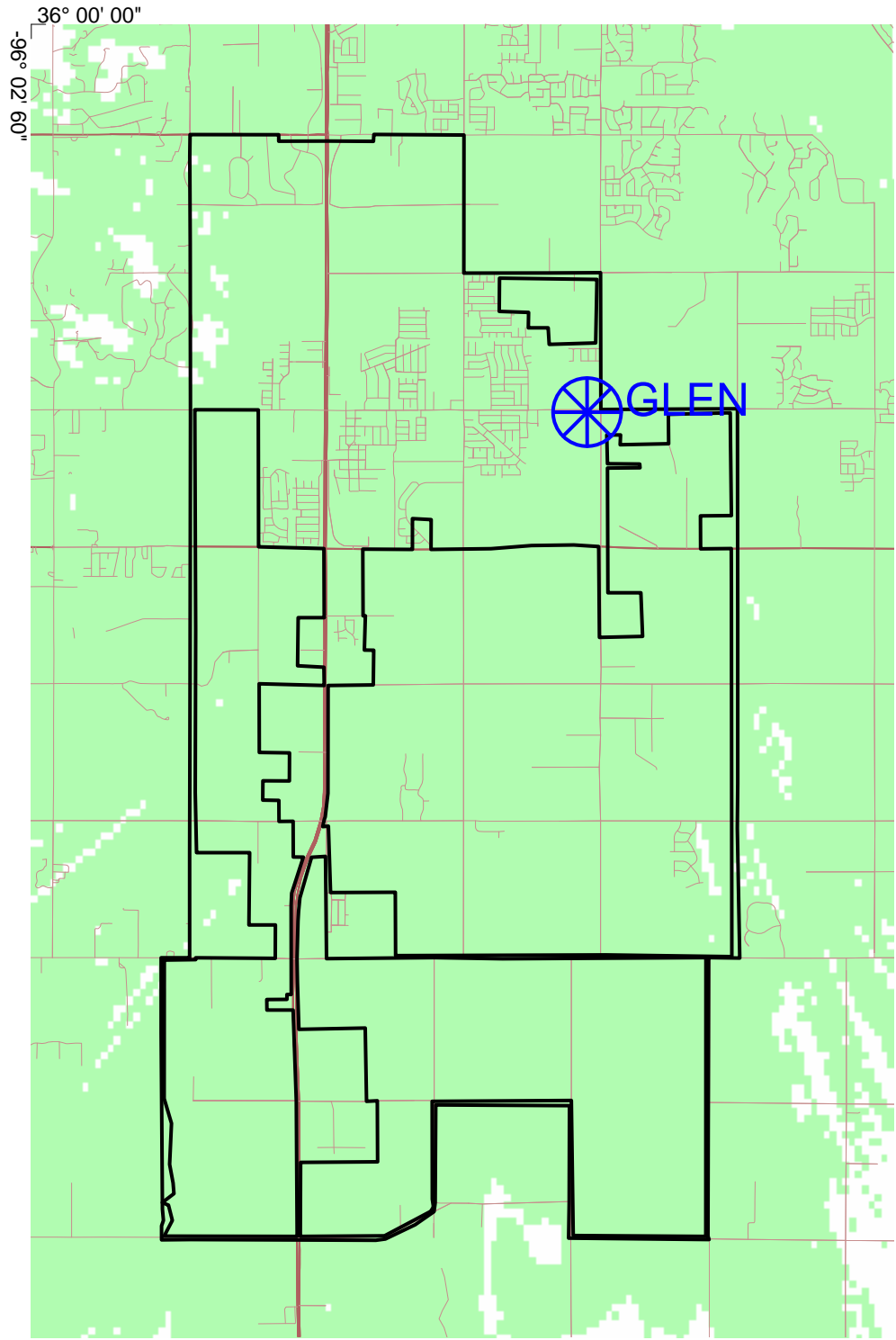
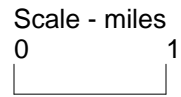
MBP: 16142

Figure: 02 - Glenpool PTB Outdoor

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.4.377

Monday, July 25, 2016 16:17:58

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

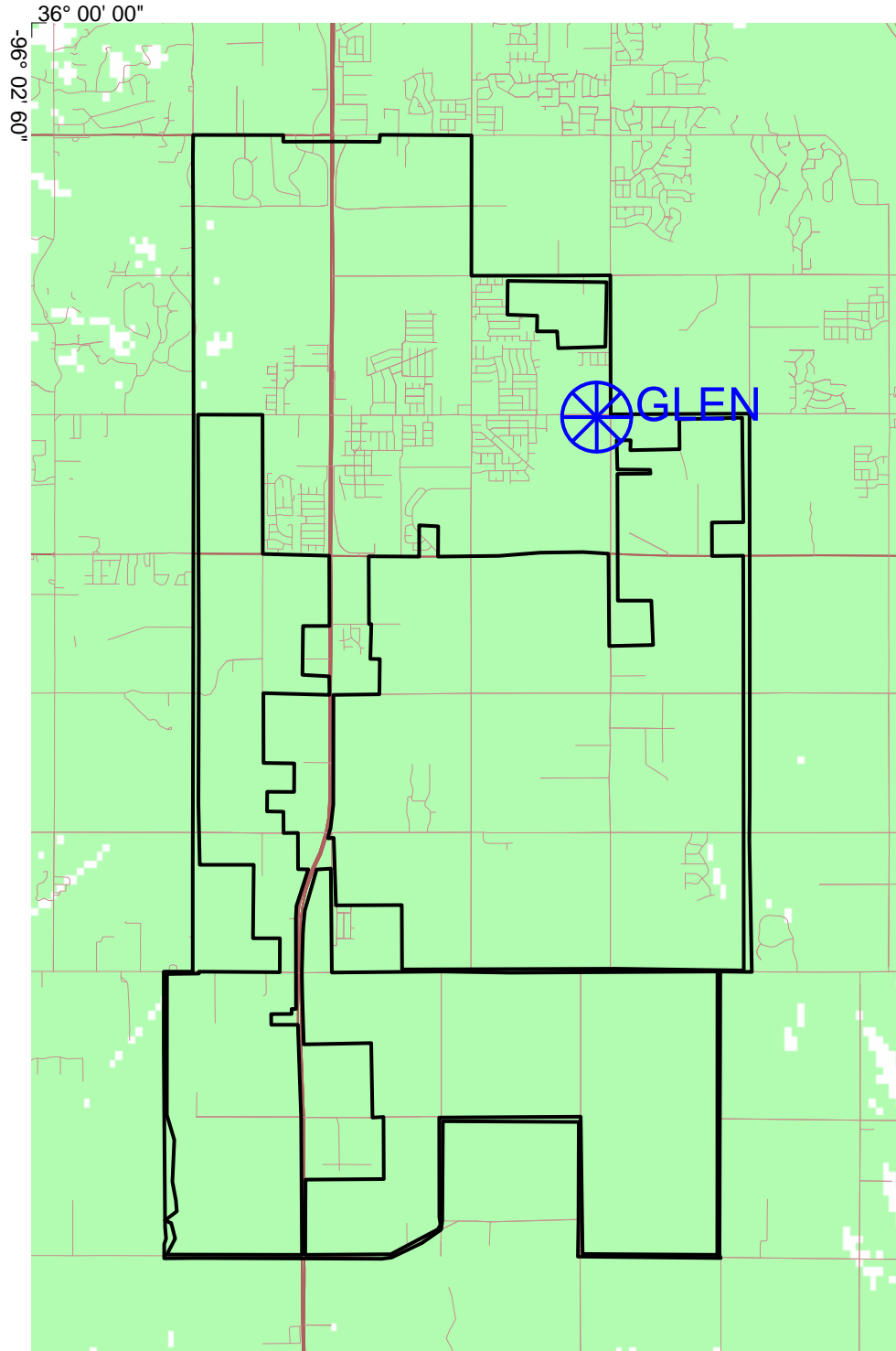
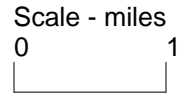
MBP: 16142

Figure: 03 - Glenpool MTO Outdoor

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.4.377

Monday, July 25, 2016 16:17:50

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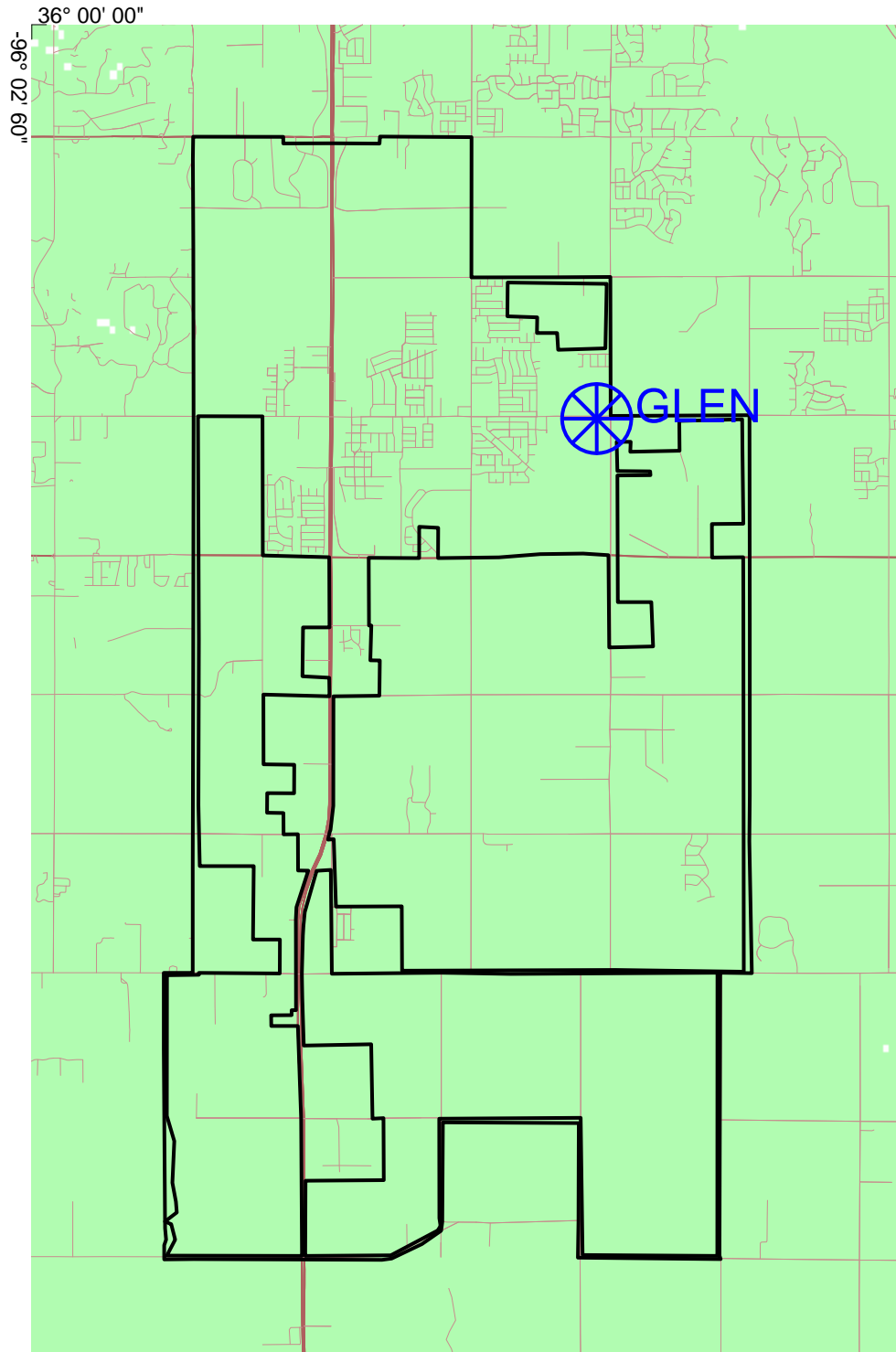
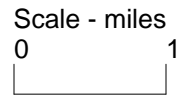
MBP: 16142

Figure: 04 - Glenpool MTB Outdoor

Engineer: L9R7

Map type - 1:80,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RF Integrity

RAPTR Version 27.4.377

Monday, July 25, 2016 16:16:40

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

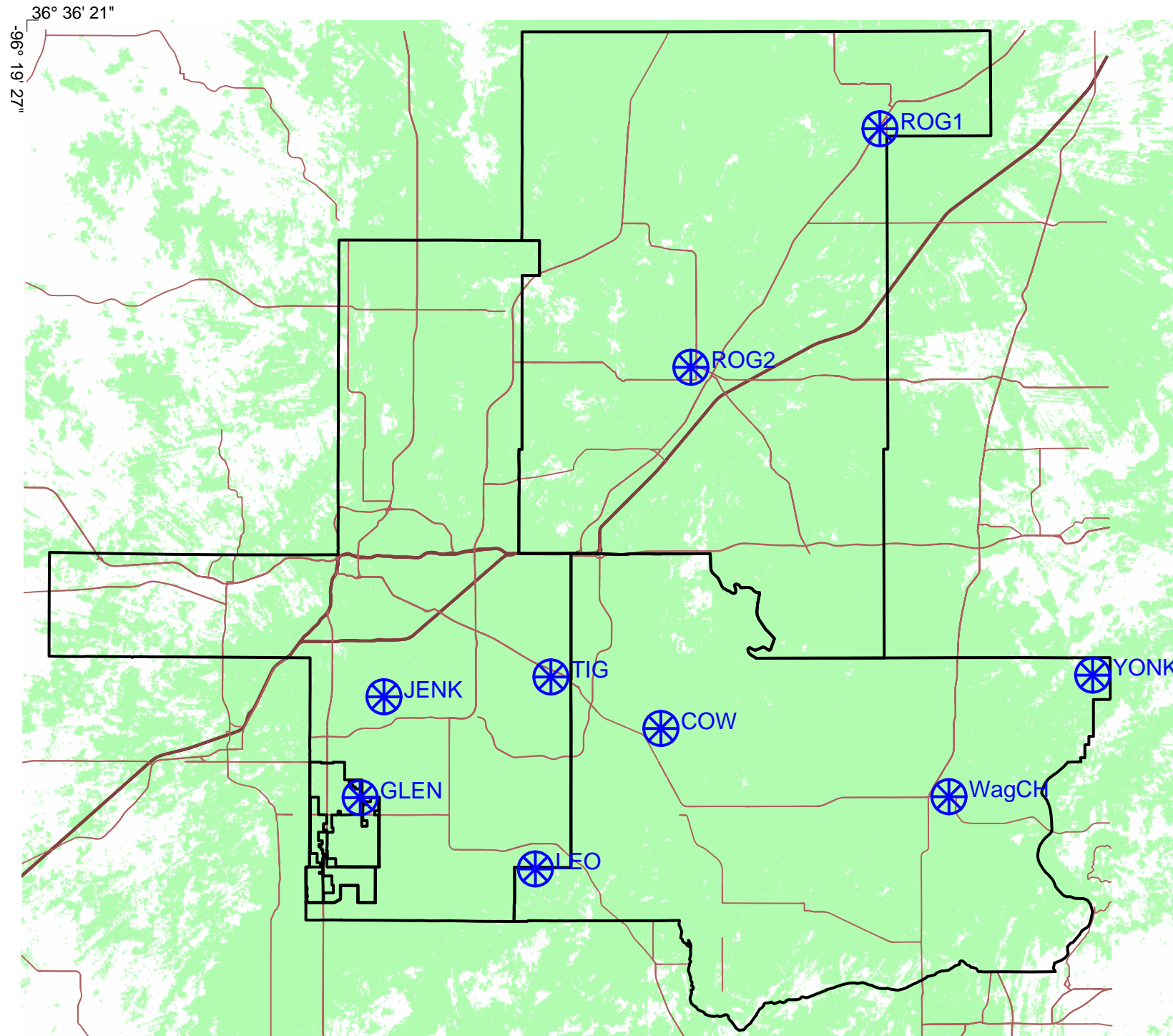
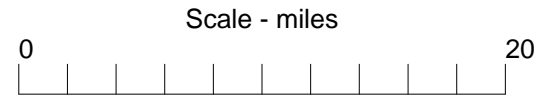
MBP: 16142

Figure: 05 - BACRN PTO Outdoor - INFORMATION ONLY

Engineer: L9R7

Map type - 1:500,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RAPTR Version 27.4.377

Monday, July 25, 2016 16:15:28

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

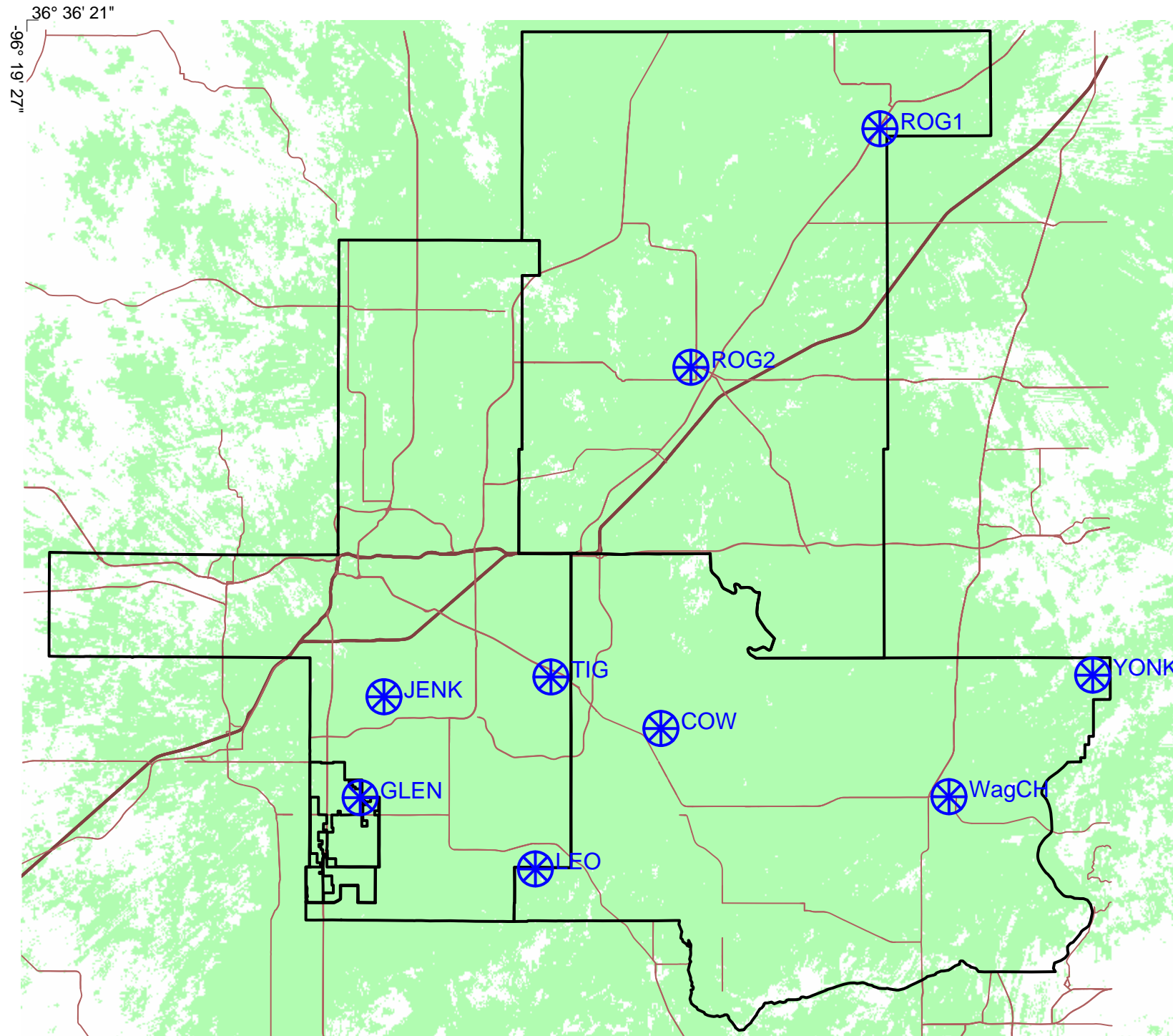
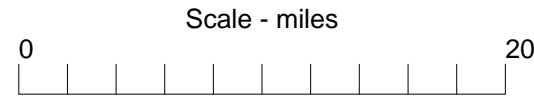
MBP: 16142

Figure: 06 - BACRN PTB Outdoor - INFORMATION ONLY

Engineer: L9R7

Map type - 1:500,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



RF Integrity

RAPTR Version 27.4.377

Monday, July 25, 2016 16:14:16

Project: 16142_City_of_Glenpool_OK_P25_Portable_V001

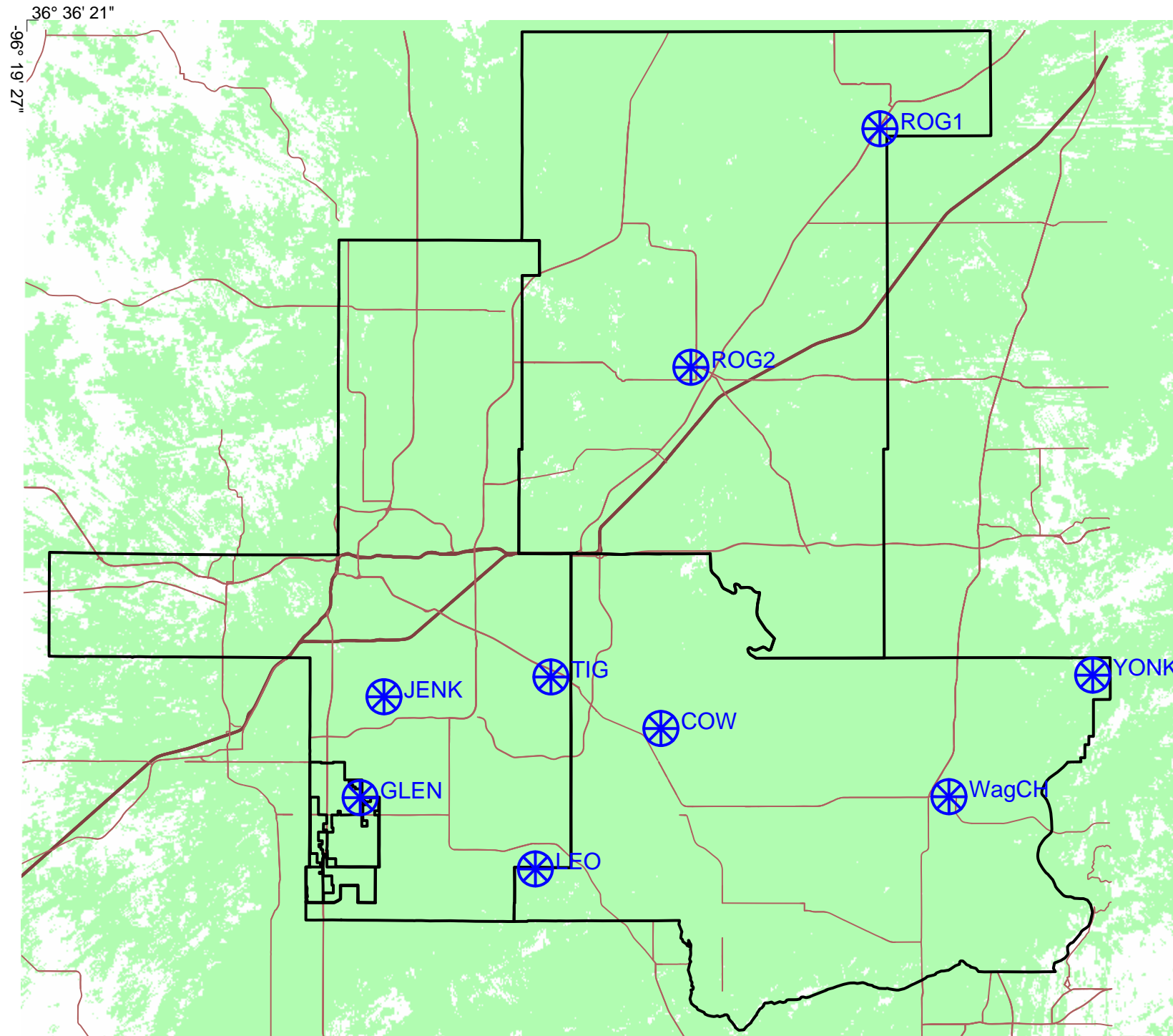
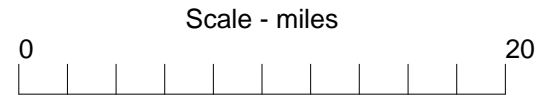
MBP: 16142

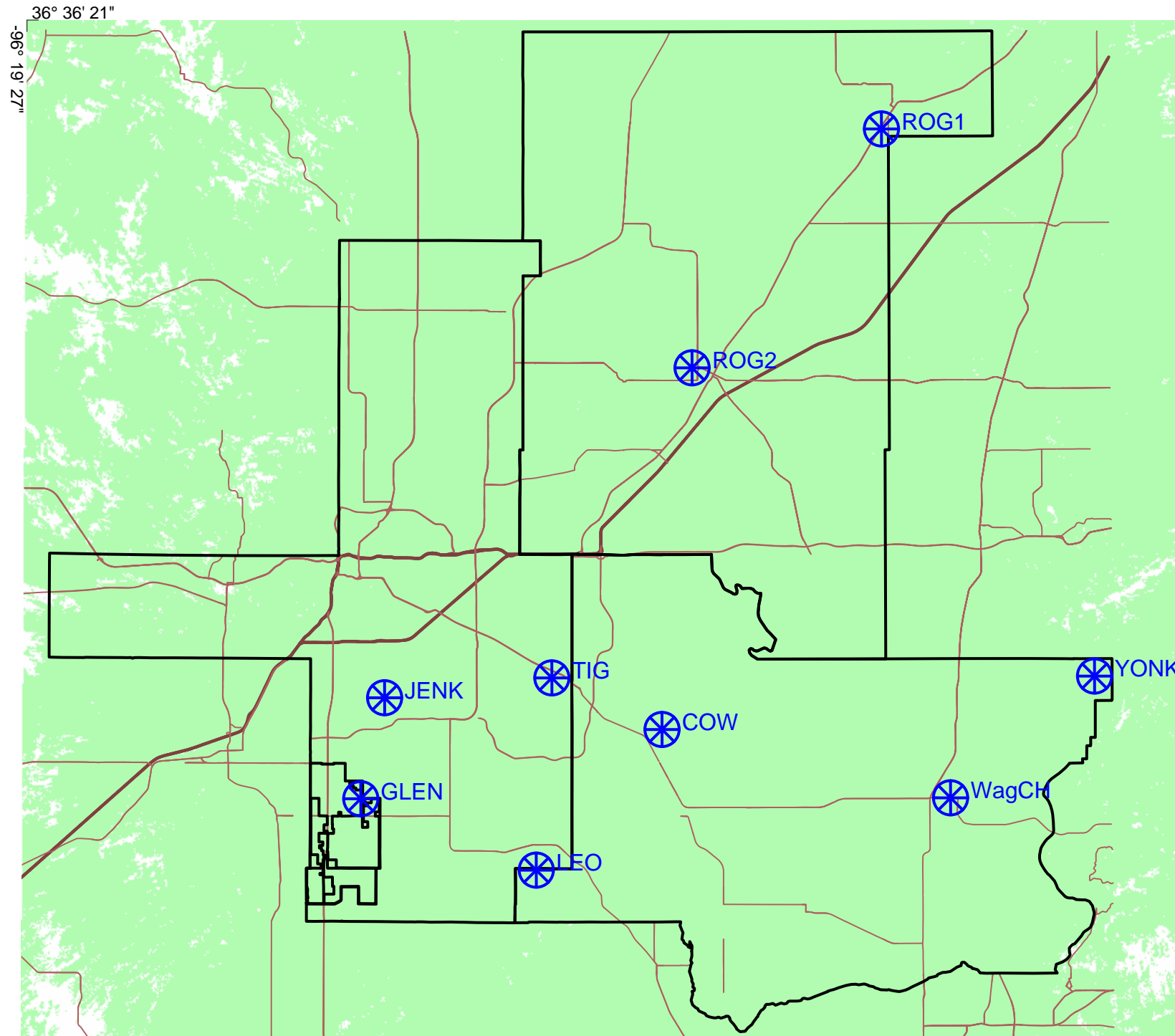
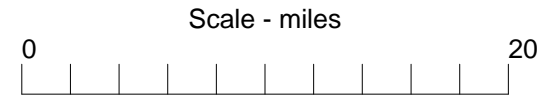
Figure: 07 - BACRN MTO Outdoor - INFORMATION ONLY

Engineer: L9R7

Map type - 1:500,000

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.





Pricing Summary

Firm Fixed Price Disclaimer

Harris is pleased to provide the City of Glenpool with the following firm fixed price proposal. Pricing is valid for 90 days from submittal date of August 17, 2016. This offer is based upon the enclosed Terms and Conditions provided in the Contractual Documentation Section.

<i>P25 Trunked LMR System</i>	Price
P25 Trunked System Subtotal <ul style="list-style-type: none"> ▪ VIDA Core Licenses to accommodate the proposed equipment on the existing Broken Arrow VIDA Core ▪ One, 5-Channel 800 MHz P25 Phase 2 site ▪ Two, next-generation Symphony IP Dispatch Consoles and Backup Control Stations ▪ (2) Network First Interoperability Gateway, (24) total talkpaths ▪ Services including system engineering, project management, installation, and shipping 	\$715,919
<i>Subscriber Units</i>	
Subscriber Units Subtotal <ul style="list-style-type: none"> ▪ Police Portables – (35) XL-200 Portables, Multiband (VHF, UHF & 7/800 MHz, LTE) ▪ Police Mobiles – (30) XG-75 Scan Mobiles, 7/800 MHz ▪ Fire Portables – (42) XL-200 Portables, Multiband (VHF, UHF & 7/800 MHz, LTE) ▪ Fire Mobiles – (16) XG-100 Mobiles, (VHF, UHF & 7/800 MHz) ▪ Public Works Portables – (8) XG-15 Scan Portables, 7/800 MHz ▪ (4) XL-200 Portables, Multiband (VHF, UHF & 7/800 MHz, LTE) 	\$938,506

<ul style="list-style-type: none"> ▪ (50) XG-75 Portable/Mobile feature upgrades from EDACS to P25 Trunking ▪ (50) XG-75 Portable/Mobile feature upgrades for Phase 2 TDMA ▪ (50) XG-75 Portable/Mobile feature upgrades for P25 AES Operation ▪ (50) XG-75 Portable/Mobile feature upgrades for P25 Over-the-Air-Rekeying (OTAR) ▪ (20) BeOn User Licenses (Android or iOS) ▪ Multiple accessories as described in System Description ▪ 5 year warranty included for all proposed radios 	
SYSTEM TOTAL	\$1,654,380
Less System Discount	(716,835)
PROJECT TOTAL	\$937,545



Quote Number: QU0000376597

Effective: 16 SEP 2016

Effective To: 16 OCT 2016

Bill-To:

BROKEN ARROW, CITY OF
220 S FIRST ST
BROKEN ARROW, OK 74012
United States

Attention:

Name: Mark Ketchum
Email: MKetchum@BrokenArrowOK.Gov

Sales Contact:

Name: Joseph Warner
Email: Joseph.Warner@motorolasolutions.com
Phone: (312) 801-4721

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: Net 30 Due

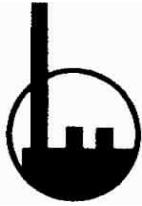
Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	13	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$6,834.00	\$5,021.49	\$65,279.37
1a	13	W22BA	ADD: PALM MICROPHONE			
1b	13	G442AJ	ADD: O5 CONTROL HEAD			
1c	13	G66AV	ADD: DASH MOUNT			
1d	13	G24AX	ADD: 3 YEAR SERVICE FROM THE START LITE			
1e	13	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1f	13	G843AH	ADD: AES ENCRYPTION APX			
1g	13	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
1h	13	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1i	13	G89AC	ADD: NO RF ANTENNA NEEDED	-	-	-
1j	13	G831AD	ADD: SPKR 15W WATER RESISTANT			
1k	13	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1l	13	G51AU	ENH: SMARTZONE OPERATION APX6500			
1m	13	G361AH	ADD: P25 TRUNKING SOFTWARE			
1n	13	GA00580AA	ADD: TDMA OPERATION			

Total Quote in USD

\$65,279.37

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order



WIRELESS TECHNOLOGIES, INC.

Morris D. Strom
 P. O. Box 691762
 Tulsa, Oklahoma 74169

mdstrom@sbcglobal.net
 (918) 665-1244 Voice
 (918) 665-1264 Fax

Job Name Harris Inter OP System Dispatch Ctr
Contact Paul Newton
Contact No. _____
Contact Email _____

Bill To:

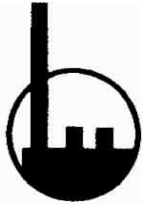
City of Glenpool

Glenpool, OK

Ship To:

This proposal is for the Inter OP System to be installed in the
dispatch room. This is a material and labor quote.

Date	Ship Via	F.O.B.	Invoice Terms	Tax Rate
9/8/16				
Purchase Order #	Payment Terms			Delivery
Qty	U/M	Part # Description	Unit Sale	Total Sale
1	ea	Rack, Shelves, Mounting Devices and all Hardware for 1 Rack Install		-
1	ea	1/2" Hardline Exterior 1/4" Superflex Interior of Bldg, Connectors, Grounding, Etc		-
8	ea	VHF & UHF Radios to be Purchased		-
29	ea	All Antennas, UHF, VHF, 800, Grounding and Devices		-
3	ea	Power Supplies Mounted in Rack		-
1	ea	All Labor required for tower work and install of rack system.		-
1	ea	Total Price		50,000.00
				-
Thank you for allowing us to serve you. Morris D. Strom Acceptance				Subtotal \$ 50,000.00 Tax - Freight Total Order \$ 50,000.00
Signature _____		Date _____		



WIRELESS TECHNOLOGIES, INC.

Morris D. Strom
 P. O. Box 691762
 Tulsa, Oklahoma 74169

mdstrom@sbcglobal.net
 (918) 665-1244 Voice
 (918) 665-1264 Fax

Job Name Harris Mobile Radio Installs
Contact Paul Newton
Contact No. _____
Contact Email _____

Bill To:

City of Glenpool

Glenpool, OK

Ship To:

This proposal is for the labor for installing the radio's in
police and fire vehicles.

Date	Ship Via	F.O.B.	Invoice Terms	Tax Rate
9/7/16				
Purchase Order #		Payment Terms		Delivery

Qty	U/M	Part # Description	Unit Sale	Total Sale
1	ea	Labor to Install Harris Radio in Fire Trucks Labor only all material provided	400.00	400.00
1	ea	Labor to Install Radios in Police Cars Labor Only	325.00	325.00
				-
				-
				-
				-
				-

Thank you for allowing us to serve you.

Morris D. Strom

Acceptance

Signature _____ Date _____

Subtotal	\$	725.00
Tax		-
Freight		
Total Order	\$	725.00

Command Communications

416 Woodline Drive
 Spring, TX 77386
 1-877-263-2666-Phone
 1-866-929-4585-Fax



Estimate

DATE	ESTIMATE ...
7/5/2016	e16-2227

NAME / ADDRESS
City of Glenpool FD Attn: Chief Paul Newton PO Box 70 Glenpool, OK 74033

P.O. NO.	PROJECT	

DESCRIPTION	QTY	COST	TOTAL
Unication G4 7/800Mhz P25 Digital Trunking Pager/Receiver	44	850.00	37,400.00T
Amplified Charger / Station Alerting Box	1	149.00	149.00T
3yr Extended Warranty	1	129.00	129.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00

Thank you for your business.	TOTAL \$37,678.00
------------------------------	--------------------------



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: November 9, 2016
Subject: Approval of Public Safety Communications System Lease-Purchase Agreements

Background:

The Public Safety Capital Fund, funded by a 0.26% sales tax which becomes effective January 1, 2017, was established to allow for the purchase of capital equipment and improvements related to public safety operations. The primary need facing the City in that area is the replacement of our outdated Public Safety Communications System. Chief Paul Newton has led the effort to design and implement the new system at a cost of \$ 1,101,828.

Financing proposals were solicited from several financial institutions. The best terms were quoted by Government Capital Corporation in Southlake Texas. The recommended lease term is 5 years for the portable equipment and 12 years for the infrastructure. Two separate leases will be executed. A summary of the financing quotes is attached for your review.

Staff Recommendation

Staff recommends the following Council action:

1. Approval of Resolution No. 16-11-03 authorizing a lease-purchase agreement with Government Capital Corporation in the amount of \$580,870 for a 5-year term at a fixed interest rate of 2.90%
2. Approval of Resolution No. 16-11-04 authorizing a lease-purchase agreement with Government Capital Corporation in the amount of \$521,003 for a 12-year term at a fixed interest rate of 3.65%

Attachment

1. Summary of system costs
2. Financing proposals
3. Two (2) Equipment Lease-Purchase Agreements with Government Capital Corporation
4. Resolution No 11-16-03
5. Resolution No 11-16-04

OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT **No. 7588** (hereafter referred to as "Agreement") dated as of **November 15, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Glenpool**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. This Agreement will become effective upon the execution hereof by Lessee and Lessor and upon approval of the Agreement by the Board of the Lessee. The term of this Agreement will extend for the Lessee's 2016-17, 2017-18, 2018-19, 2019-2020, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28 and 2028-29 fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current 2028-29 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this agreement by reference. The Lessee agrees the Board of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending June 30, 2029. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending June 30, 2029. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

3. Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.



(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

(j) The parties assume that Lessor can exclude the interest component of the Lease Payments from Federal gross income. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G or, if the invoice price of the Equipment is less than \$100,000, a form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If applicable, any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

12. Purchase Option/Payment. Upon payment of the purchase price, plus interest as provided on Exhibit B, the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable purchase price, plus interest, according to the attached Exhibit B. However, should Lessee have no purchase option or right to prepay the Lease according to the Option to Purchase column of the attached Exhibit B, any attempt to do so shall constitute an Event of Default. The purchase price shall convert to a nominal interest rate that shall not exceed 3.95%

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee. In the event of a non-appropriation or Event of Default by Lessee, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and Lessee will peaceably surrender possession of the Equipment to Lessor.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2016. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

22. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

23. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessor. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in 2016.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____
Print Name _____
Print Title _____

Lessee: City of Glenpool

Roger Kolman, City Manager
12205 S Yukon Avenue
Glenpool, OK 74033

Witness Signature _____
Print Name _____
Print Title _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA LEASE-PURCHASE AGREEMENT **NO.7588** (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
Dated as of November 15, 2016

DESCRIPTION

PUBLIC SAFETY COMMUNICATION EQUIPMENT

Harris

P25 Trunked System

VIDA Core Licenses to accommodate the proposed equipment
on the existing Broken Arrow VIDA Core

One, 5-Channel 800 MHz P25 Phase 2site

Two, next-generation Symphony IP Dispatch Consoles and Backup Control Stations

(2) Network First Interoperability Gateway, (24) total talk paths

Services including system engineering, project management, installation, and shipping

Motorola

APX6500 7/800 MHZ MID POWER MOBILE

QTY

13	M25URS9PW1AN
13	W22BA - PALM MICROPHONE
13	G442AJ - O5 CONTROL HEAD
13	G66AV - DASH MOUNT
13	G298AS - ASTRO 25 OTAR W/ MULTIKEY
13	G843AH - AES ENCRYPTION APX ASTRO DIGITAL CAI
13	G806BE - OPERATION
13	G444AE - APX CONTROL HEAD SOFTWARE
13	G89AC - NO RF ANTENNA NEEDED
13	G831AD - SPKR 15W WATER RESISTANT
13	GA00235AA - NO GPS ANTENNA NEEDED, SMARTZONE OPERATION
13	G51AU - APX6500
13	G361AH - P25 TRUNKING SOFTWARE
13	GA00580AA - TDMA OPERATION

Wireless Technologies

QTY

1	Rack, Shelves, Mounting Devices & Hardware
1	½" Hardline Exterior ¼" Superflex Interior of Building, Connectors, Grounding, Etc
8	VHF & UHF Radios to be Purchased
29	All Antennas, UHF, VHF, 800, Grounding & Devices
3	Power Supplies Mounted in Rack

PROPERTY LOCATIONS:

Glenpool City Hall
12205 S Yukon Avenue
Glenpool, OK 74033

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
OKLAHOMA LEASE PURCHASE AGREEMENT **No.7588** (THE "AGREEMENT") BY AND BETWEEN

Lessor: Government Capital Corporation *and*

Lessee: City of Glenpool

Schedule dated as of November 23, 2016

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	11/23/2017	\$54,392.49	\$19,016.61	\$35,375.88	N/A
2	11/23/2018	\$54,392.49	\$17,725.39	\$36,667.10	N/A
3	11/23/2019	\$54,392.49	\$16,387.04	\$38,005.45	N/A
4	11/23/2020	\$54,392.49	\$14,999.84	\$39,392.65	N/A
5	11/23/2021	\$54,392.49	\$13,562.01	\$40,830.48	N/A
6	11/23/2022	\$54,392.49	\$12,071.70	\$42,320.79	\$295,143.45
7	11/23/2023	\$54,392.49	\$10,526.99	\$43,865.50	\$249,457.69
8	11/23/2024	\$54,392.49	\$8,925.90	\$45,466.59	\$202,424.20
9	11/23/2025	\$54,392.49	\$7,266.37	\$47,126.12	\$154,003.22
10	11/23/2026	\$54,392.49	\$5,546.26	\$48,846.23	\$104,153.82
11	11/23/2027	\$54,392.49	\$3,763.38	\$50,629.11	\$52,833.87
12	11/23/2028	\$54,392.49	\$1,915.39	\$52,477.10	\$1.00
Grand Totals		\$652,709.88	\$131,706.88	\$521,003.00	

Interest Rate: 3.65%

Accepted By Lessee: _____

Roger Kolman, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

OKLAHOMA LEASE-PURCHASE AGREEMENT NO.7588 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Glenpool

Dated as of November 15, 2016

I, Susan White, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Glenpool, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Lease-Purchase Agreement dated as of, November 15, 2016 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Roger Kolman	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2016.

By Lessee:

Susan White, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Roger Kolman, City Manager, of City of Glenpool ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of November 15, 2016, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**.

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2016.

By Lessee:

Roger Kolman, City Manager

For Lessee: City of Glenpool

ESCROW AGREEMENT

OKLAHOMA LEASE-PURCHASE AGREEMENT No. 7588 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
TAX ID #23-7196935 Dated as of November 15, 2016

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of, November 15, 2016 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Glenpool ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$521,003.00 ("Escrow Amount") for deposit by Agent in the City of Glenpool Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on November 30, 2017 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation
BY: _____
Authorized Signer

LESSEE: City of Glenpool
BY: _____
Roger Kolman, City Manager

AGENT: _____
BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1
OKLAHOMA LEASE-PURCHASE AGREEMENT **NO.7588** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
Dated as of November 15, 2016

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of November 15, 2016 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Glenpool as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE# _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check*** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

Lessee: City of Glenpool

By: _____
Roger Kolman, City Manager

Lessor: Government Capital Corporation

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Glenpool as Lessee under that certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2016.

By Lessee:

Roger Kolman, City Manager

For Lessee: City of Glenpool

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	► _____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	► _____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	► _____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT **No. 7589** (hereafter referred to as "Agreement") dated as of **November 15, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Glenpool**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. This Agreement will become effective upon the execution hereof by Lessee and Lessor and upon approval of the Agreement by the Board of the Lessee. The term of this Agreement will extend for the Lessee's 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current 2016-17 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this agreement by reference. The Lessee agrees the Board of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending June 30, 2022. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending June 30, 2022. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

3. Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.



(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

(j) The parties assume that Lessor can exclude the interest component of the Lease Payments from Federal gross income. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G or, if the invoice price of the Equipment is less than \$100,000, a form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If applicable, any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

12. Purchase Option/Payment. Upon payment of the purchase price, plus interest as provided on Exhibit B, the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable purchase price, plus interest, according to the attached Exhibit B. However, should Lessee have no purchase option or right to prepay the Lease according to the Option to Purchase column of the attached Exhibit B, any attempt to do so shall constitute an Event of Default. The purchase price shall convert to a nominal interest rate that shall not exceed 3.20%

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee. In the event of a non-appropriation or Event of Default by Lessee, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and Lessee will peaceably surrender possession of the Equipment to Lessor.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2016. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

22. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

23. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessor. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in 2016.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____
Print Name _____
Print Title _____

Lessee: City of Glenpool

Roger Kolman, City Manager
12205 S Yukon Avenue
Glenpool, OK 74033

Witness Signature _____
Print Name _____
Print Title _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA LEASE-PURCHASE AGREEMENT **NO.7589** (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Glenpool
Dated as of November 15, 2016

DESCRIPTION

Harris Mobile Assets

QTY	
35	Police Portables –XL-200Portables, Multiband (VHF, UHF & 7/800 MHz, LTE)
30	Police Mobiles –XG-75 ScanMobiles, 7/800 MHz
42	Fire Portables –XL-200 Portables, Multiband (VHF, UHF & 7/800 MHz,LTE)
16	Fire Mobiles –XG-100 Mobiles,(VHF, UHF & 7/800 MHz)
8	Public Works Portables –XG-15Scan Portables, 7/800 MHz
4	XL-200 Portables, Multiband (VHF,UHF & 7/800 MHz, LTE)
50	XG-75 Portable/Mobile feature upgrades from EDACS to P25Trunking
50	XG-75 Portable/Mobile feature upgrades for Phase 2 TDMA
50	XG-75 Portable/Mobile feature upgrades for P25 AES Operation
50	XG-75 Portable/Mobile feature upgrades for P25 Over-the-Air-Rekeying (OTAR)
20	BeOn User Licenses (Android oriOS)

Command Communications

QTY	
44	Unication G4 7/800 MHZ P25 Digital Trunking Pager Receiver
1	Amplified Charger / Station Alerting Box

Wireless Technologies

QTY	
1	Rack, Shelves, Mounting Devices & Hardware
1	½" Hardline Exterior ¼" Superflex Interior of Building, Connectors, Grounding, Etc
8	VHF & UHF Radios to be Purchased
29	All Antennas, UHF, VHF, 800, Grounding & Devices
3	Power Supplies Mounted in Rack

PROPERTY LOCATIONS:

Glenpool City Hall
12205 S Yukon
Glenpool, OK 74033

EXHIBIT B

>> **SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE** <<
OKLAHOMA LEASE PURCHASE AGREEMENT No. 7589 (THE "AGREEMENT") BY AND BETWEEN

Lessor: Government Capital Corporation *and*

Lessee: City of Glenpool

Schedule dated as of November 23, 2016

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	11/23/2017	\$126,473.69	\$16,845.23	\$109,628.46	N/A
2	11/23/2018	\$126,473.69	\$13,666.00	\$112,807.69	N/A
3	11/23/2019	\$126,473.69	\$10,394.58	\$116,079.11	\$245,017.55
4	11/23/2020	\$126,473.69	\$7,028.29	\$119,445.40	\$123,811.74
5	11/23/2021	\$126,473.69	\$3,564.35	\$122,909.34	\$1.00
Grand Totals		\$632,368.45	\$51,498.45	\$580,870.00	

Interest Rate: 2.90%

Accepted By Lessee: _____
Roger Kolman, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

OKLAHOMA LEASE-PURCHASE AGREEMENT NO.7589 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Glenpool

Dated as of November 15, 2016

I, Susan White, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Glenpool, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Lease-Purchase Agreement dated as of, November 15, 2016 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Roger Kolman	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2016.

By Lessee:

Susan White, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Roger Kolman, City Manager, of City of Glenpool ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of November 15, 2016, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**.

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2016.

By Lessee:

Roger Kolman, City Manager

For Lessee: City of Glenpool

ESCROW AGREEMENT

OKLAHOMA LEASE-PURCHASE AGREEMENT No. 7589 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
TAX ID #23-7196935 Dated as of November 15, 2016

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of, November 15, 2016 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Glenpool ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$580,870.00 ("Escrow Amount") for deposit by Agent in the City of Glenpool Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on November 30, 2017 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation
BY: _____
Authorized Signer

LESSEE: City of Glenpool
BY: _____
Roger Kolman, City Manager

AGENT: _____
BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1
OKLAHOMA LEASE-PURCHASE AGREEMENT NO.7589 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and Lessee, City of Glenpool
Dated as of November 15, 2016

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of November 15, 2016 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Glenpool as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE# _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check*** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

Lessee: City of Glenpool

By: _____
 Roger Kolman, City Manager

Lessor: Government Capital Corporation

By: _____
 Authorized Signer

ACCEPTANCE CERTIFICATE

City of Glenpool as Lessee under that certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2016.

By Lessee:

 Roger Kolman, City Manager

For Lessee: City of Glenpool

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

RESOLUTION No. 16-11-03

A RESOLUTION AUTHORIZING AN OKLAHOMA LEASE-PURCHASE AGREEMENT
FOR THE PURPOSE OF FINANCING **"PUBLIC SAFETY COMMUNICATION EQUIPMENT"**
WITH GOVERNMENT CAPITAL CORPORATION AN AMOUNT NOT TO EXCEED \$580,870.

WHEREAS, the City of Glenpool desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between City of Glenpool and Government Capital Corporation (the "Agreement"), for the purpose of financing **"Public Safety Communication Equipment"**. City of Glenpool desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Roger Kolman, City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY OF GLENPOOL:

Section 1. That the City of Glenpool enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing **"Public Safety Communication Equipment"**.

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between the City of Glenpool and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. The aggregate original principal amount of the Agreement shall not exceed the amount stated above and shall bear interest as set forth in the Agreement and the Agreement shall contain such options to purchase by the City as set forth therein.

Section 4. The City's obligations under the Agreement shall be subject to annual appropriation or renewal by the Governing Body as set forth in the Agreement and the City's obligations under the Agreement shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State.

Section 5. That the City of Glenpool designates Roger Kolman, City Manager, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between the City of Glenpool and Government Capital Corporation.

PASSED AND APPROVED by the Board of City of Glenpool in a meeting held on the _____day of _____, 2016.

Lessee: City of Glenpool

Witness Signature

Tim Fox, Mayor

Susan White, City Clerk

RESOLUTION NO. 16-11-04

A RESOLUTION AUTHORIZING AN OKLAHOMA LEASE-PURCHASE AGREEMENT
FOR THE PURPOSE OF FINANCING **"PUBLIC SAFETY COMMUNICATION EQUIPMENT"**
WITH GOVERNMENT CAPITAL CORPORATION IN AN AMOUNT NOT TO EXCEED \$521,003.00.

WHEREAS, the City of Glenpool desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between City of Glenpool and Government Capital Corporation (the "Agreement"), for the purpose of financing **"Public Safety Communication Equipment"**. City of Glenpool desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Roger Kolman, City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY OF GLENPOOL:

Section 1. That the City of Glenpool enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing **"Public Safety Communication Equipment"**.

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between the City of Glenpool and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. The aggregate original principal amount of the Agreement shall not exceed the amount stated above and shall bear interest as set forth in the Agreement and the Agreement shall contain such options to purchase by the City as set forth therein.

Section 4. The City's obligations under the Agreement shall be subject to annual appropriation or renewal by the Governing Body as set forth in the Agreement and the City's obligations under the Agreement shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State.

Section 5. That the City of Glenpool designates Roger Kolman, City Manager, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of November 15, 2016, by and between the City of Glenpool and Government Capital Corporation.

PASSED AND APPROVED by the Board of City of Glenpool in a meeting held on the _____day of _____, 2016.

Lessee: City of Glenpool

Witness Signature

Tim Fox, Mayor

Susan White, City Clerk



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: November 9, 2016
Subject: Approval of Animal Control Vehicle Lease Purchase Agreement

Background:

The need for the replacement of unit 400 Animal Control truck was discussed during the September 6, 2016 Council meeting. After researching used vehicle options, Chief Dennis Waller obtained quotes for a new vehicle to be purchased off the State of Oklahoma Contract.

The cost to purchase a new Chevrolet half-ton regular cab truck from Hudiburg Auto Group in Midwest City is \$20,425.00. The addition of vehicle graphics, equipment and a slide-in animal box brings the purchase price to \$26,120.00. The lease agreement also provides for a \$200.00 loan document fee.

Financing proposals were solicited from several financial institutions. The most favorable terms were quoted by Oklahoma State Bank in Vinita. The recommended lease term is 4 years at a 1.98% fixed interest rate, with a \$200.00 loan document fee and a monthly payment of \$570.79. A summary of the financing quotes is attached for your review.

Staff Recommendation

Staff recommends the following Council action:

- Approval of Resolution No. 11-16-05 authorizing the purchase of a replacement Animal Control vehicle through a 48-month lease-purchase agreement with Oklahoma State Bank in the amount of \$26,320 with a fixed interest rate of 1.98%.

Attachment

1. Memo from Chief Waller
2. Vehicle Specifications from State of Oklahoma Contract
3. Financing proposals
4. Equipment Lease-Purchase Agreement with Oklahoma State Bank
5. Resolution No. 11-16-05



DENNIS WALLER
Chief of Police

GLENPOOL POLICE DEPARTMENT

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



BART HARRIS
Assistant Chief of Police

To: Glenpool City Council

From: Dennis Waller

Date: 10/06/2016

Re: ACO Truck

Mayor and Council,

I have been looking for a used truck to use as an Animal control vehicle but unable to find a low mileage truck in good shape for a reasonable price. Mr. Kolman and I discussed this and he advise that I go on the state bid list and get the price for a new vehicle. I contacted Hudiburg Auto Group out of Midwest City who is a state bid contractor and told them what I was looking for, a Chevrolet half ton regular cab, they quoted me a price of \$20,425.00 for a truck matching the specs we asked for. This truck has a standard bed which is an 8' bed making the slide in box a little different than the one we had been looking at for a short bed, therefore this changed the cost to \$5,195.00 plus the extra items we need such as graphics, a few lights and installation of radio bringing the total cost to \$26,120.00.

Staff recommends we approve this cost not to exceed \$26,120.00.

Dennis Waller

Chief of Police

Glenpool, Ok.

Category #25101507

Item # 100009422
1/2 Ton Regular Cab

Dealer Name: HUDIBURG AUTO GROUP
Make Bidding: CHEVROLET
Model Bidding: C1500 REGULAR CAB 2X4
Model Code: CC15703

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	6500# GVW
Wheelbase/CA	List	119"/42CA
Bed	Standard Bed - 6 1/2'	6 1/2 FOOT BED
Engine		
Engine Type (Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	5.3 L / 355 HP / Direct Injection / 8 Cyl
Alternate Fuel Engine	List Type	Dealer Install CNG
Transmission		
Automatic	Automatic/List Type	Six Speed Automatic
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	Rear Wheel Drive
Differential Type/Ratio	Reg. / List Ratio	3:08 Gears
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	150 Amp
Battery min. (CCA)	Mfg. Std. List Size	600 CCA
Fuel		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	26 Gal
Exterior		
Paint	One Color Paint	One Color
Doors & Windows		
Doors	4 Doors	Two Doors
Door Locks	Power Locks, Keyless Entry	PCR Package Add Heated Power Mirrors
Windows	Power Windows	Power Windows
Mirrors	Power Mirrors	Power Mirrors
Floor		
Floor Covering	Vinyl/Rubber	Std
Interior		
Air Conditioning	Front AC Req.	Std
Radio	AM/FM	Std
Tilt & Cruise	Tilt Wheel & Cruise Control	Std
Seats		
Seating Capacity min.	2 Passenger	Three Passenger
Seats	Cloth Bench Seat	Std
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	4 Wheel Disc Brakes
Restraint System All Pass	Req.	Std
Air Bags Both Sides	Req.	Std
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	P255/70R17 All Season
Spare	Full Size Spare	Std
Warranty		
Bumper to Bumper Warranty	List Warranty	3 Years / 36000 Miles
Drive Train Warranty	List Warranty	5 Years / 100,000 Miles
PURCHASE PRICE:		\$20,425
MSRP FOR BASE PRICE:		\$29,467

Rates Quotes - ACO Truck

10/27/2016

Vehicle/Equipment Cost (with \$200 loan doc fee) \$ 26,320.00

Financial Institution	Rate	Monthly Payment (4 years)	Total Annual Payment	Total Lease Payments
Oklahoma State Bank	1.98%	\$ 570.79	\$ 6,849.48	\$ 27,397.92
Community Partners	3.90%	\$ 593.10	\$ 7,117.20	\$ 28,468.80
Government Capital	4.40%	\$ 612.56	\$ 7,350.72	\$ 29,402.88

Hudiburg Auto Group
6000 Tinker Diagonal
Midwest City, OK 73110
405-737-3389
405-740-9546

Quote

Date: October 04, 2016

Quote #: 742

Prepare By: Dee Roberson

Name: Dennis Waller

Email: dwaller@cityofglenpool.com

Company: City of Glenpool

Phone: _____

Vehicle Being Quoted: 2017 Chevy Regular Cab Truck

Description	Cost
SW035 OK State Contract	
2017 Chevy Regular Cab Truck 2WD	\$20,425
Truck is a 2WD with a 8' bed.	
5.3 Liter Engine with a 6 speed transmission	
Truck has PW. PL. and PM	
Cloth Seats / Vinyl No Charge	

Total Cost \$20,425

Notes:

Please let me know if you have any questions.



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

Standard Equipment

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



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

Full Size Truck

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

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

Small Size Truck

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

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

Available Options

- * Stainless Steel Outer Skin-----\$610.00
- * Stainless Steel Inner Skin & Floor, per stall-\$210.00
- * Stainless Steel Door Hinges-----\$75.00
- * Stainless Steel Door Latches, each-----\$22.00
- * Heavy duty rubber floor mats, per stall-----\$35.00
- * 12 Volt Exhaust Fan, 100 cfm-----\$189.00
- * 12 Volt Exhaust Fan, 1000 cfm-----\$289.00
- * Insulation, 1" thick with inner aluminum liner,
 priced per stall-----\$104.00
- * Partition gate between stalls, ea-----\$82.00
- * Removable divider between rear stalls-----\$144.00
- * Safety Bar Doors, ea-----\$187.00
- * Interior Lights, ea-----\$36.00
- * Rear Flood Lights, ea-----\$79.00
- * Air Conditioner, truck engine powered-----\$1,625.00
- * Heater-----\$180.00
- * Installation with AC or Heater -----\$700.00
- * Installation without AC or Heater -----\$300.00
- * Amber Strobe Light, each-----\$125.00
- * Back Up Alarm-----\$81.00

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

**Oklahoma State Bank
as Lessor**

and

**City of Glenpool
as Lessee**

Dated as of November 15, 2016

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of November 15, 2016 and entered into between Oklahoma State Bank, 120 W Canadian Ave., PO Box 278, Vinita, OK, 74301 ("Lessor") and City of Glenpool, 12205 S Yukon Avenue, Glenpool, OK, 74033 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Oklahoma to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Oklahoma.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Oklahoma Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that

legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and Lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 30 days of the due date thereof shall be subject to a late payment charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than Ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of

Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. Title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement.

Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect; and
- (c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance

of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; and (v) the applicable Purchase Price of the Equipment. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such

waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended, in writing, by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

LESSEE

Oklahoma State Bank

City of Glenpool

By: _____

By: _____

Print Name: Charlie Enyart

Print Name: Roger Kolman

Title: Loan Officer

Title: City Manager

(SEAL)

(SEAL)

ATTEST:

ATTEST:

By: _____

By: _____

Print Name: _____

Print Name: Susan White

Title: _____

Title: City Clerk

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

<u>Qty.</u>	<u>Description</u>
1	2017 Chevrolet 2WD Regular Cab Truck

Together with all accessions, additions and attachments thereto.

The Equipment is located at: City of Glenpool Public Safety Building

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of City of Glenpool, a brief statement about why the Equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the Equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this Equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

The Equipment is being purchased for the sole purpose of fulfilling essential Animal Control enforcement/public safety functions. The Equipment is expected to remain in service for a minimum of 10 years. This Equipment is replacing a vehicle which served the same function, which has been in service for approximately seven years (purchased used). The Equipment was selected from the Oklahoma Statewide Contract list provided by the Oklahoma Department of Central Services, which builds their list through competitive bidding. Payments for the lease purchase agreement will be made from the City of Glenpool's Public Safety Capital Equipment Fund, which is funded by a sales tax dedicated for the purchase of public safety equipment.

City of Glenpool

By: _____
Roger Kolman

Title: City Manager

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

RENTAL PAYMENT SCHEDULE

RATE: 1.98%

EQUIPMENT: \$26,120.00 + \$200.00 DOC FEE = \$26,320.00

	Date	Payment	Interest	Principal	Balance
Loan	11/15/2016				26,320.00
1	12/15/2016	570.77	42.83	527.94	25,792.06
2016 Totals		570.77	42.83	527.94	
2	01/15/2017	570.77	43.37	527.40	25,264.66
3	02/15/2017	570.77	42.49	528.28	24,736.38
4	03/15/2017	570.77	37.57	533.20	24,203.18
5	04/15/2017	570.77	40.70	530.07	23,673.11
6	05/15/2017	570.77	38.53	532.24	23,140.87
7	06/15/2017	570.77	38.91	531.86	22,609.01
8	07/15/2017	570.77	36.79	533.98	22,075.03
9	08/15/2017	570.77	37.12	533.65	21,541.38
10	09/15/2017	570.77	36.22	534.55	21,006.83
11	10/15/2017	570.77	34.19	536.58	20,470.25
12	11/15/2017	570.77	34.42	536.35	19,933.90
13	12/15/2017	570.77	32.44	538.33	19,395.57
2017 Totals		6,849.24	452.75	6,396.49	
14	01/15/2018	570.77	32.62	538.15	18,857.42
15	02/15/2018	570.77	31.71	539.06	18,318.36
16	03/15/2018	570.77	27.82	542.95	17,775.41
17	04/15/2018	570.77	29.89	540.88	17,234.53
18	05/15/2018	570.77	28.05	542.72	16,691.81
19	06/15/2018	570.77	28.07	542.70	16,149.11
20	07/15/2018	570.77	26.28	544.49	15,604.62
21	08/15/2018	570.77	26.24	544.53	15,060.09
22	09/15/2018	570.77	25.33	545.44	14,514.65
23	10/15/2018	570.77	23.62	547.15	13,967.50
24	11/15/2018	570.77	23.49	547.28	13,420.22
25	12/15/2018	570.77	21.84	548.93	12,871.29
2018 Totals		6,849.24	324.96	6,524.28	
26	01/15/2019	570.77	21.64	549.13	12,322.16
27	02/15/2019	570.77	20.72	550.05	11,772.11
28	03/15/2019	570.77	17.88	552.89	11,219.22
29	04/15/2019	570.77	18.87	551.90	10,667.32

30	05/15/2019	570.77	17.36	553.41	10,113.91
31	06/15/2019	570.77	17.01	553.76	9,560.15
32	07/15/2019	570.77	15.56	555.21	9,004.94
33	08/15/2019	570.77	15.14	555.63	8,449.31
34	09/15/2019	570.77	14.21	556.56	7,892.75
35	10/15/2019	570.77	12.84	557.93	7,334.82
36	11/15/2019	570.77	12.33	558.44	6,776.38
37	12/15/2019	570.77	11.03	559.74	6,216.64
2019 Totals		6,849.24	194.59	6,654.65	
38	01/15/2020	570.77	10.45	560.32	5,656.32
39	02/15/2020	570.77	9.51	561.26	5,095.06
40	03/15/2020	570.77	8.02	562.75	4,532.31
41	04/15/2020	570.77	7.62	563.15	3,969.16
42	05/15/2020	570.77	6.46	564.31	3,404.85
43	06/15/2020	570.77	5.73	565.04	2,839.81
44	07/15/2020	570.77	4.62	566.15	2,273.66
45	08/15/2020	570.77	3.82	566.95	1,706.71
46	09/15/2020	570.77	2.87	567.90	1,138.81
47	10/15/2020	570.77	1.85	568.92	569.89
48	11/15/2020	570.77	0.88	569.89	0.00
2020 Totals		6,278.47	61.83	6,216.64	
Grand Totals		27,396.96	1,076.96	26,320.00	

City of Glenpool

By: _____
Roger Kolman

Title: City Manager

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

Re: Equipment Lease-Purchase Agreement, dated November 15, 2016 (the "Agreement") between Oklahoma State Bank ("Lessor") and City of Glenpool ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description: **2017 Chevrolet 2WD Truck**
Equipped with animal box, lighting and communications equipment

City of Glenpool

By: _____
 Roger Kolman

Title: City Manager

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT
OPINION OF COUNSEL
(On Counsel's Letterhead)

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

As counsel for the City of Glenpool ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated November 15, 2016, by and between Lessee and Oklahoma State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Glenpool and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1 _____ to June 30 _____

Dated: November 15, 2016

By: _____

Susan White

Title: Clerk of Lessee

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the City of Glenpool (the "Lessee") held on November 15th, 2016, the attached Official Resolution 16-11-05 was introduced and adopted for the acquisition of one (1) Chevrolet 2WD Regular Cab Truck, equipped animal box, lighting and communications equipment.

Secretary/Clerk of Lessee

Attachments:

Official Resolution 16-11-05

Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor “and/or its assigns” Loss Payee.**
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming “Lessor and/or its Assigns” as an Additional Insured and with the following minimum coverage:**

Equipment Description: 2017 Chevrolet Truck VIN TBA

**\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability**

Insurance Agent (provide name, address and telephone number):

Oklahoma Municipal Assurance Group (OMAG)
3650 S Boulevard, Edmond, OK 73013
(405) 657-1400

Proof of insurance coverage or a “Self-Insurance” Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated November 15, 2016 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the City of Glenpool as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2016 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of Glenpool

By: _____
Roger Kolman

Title: City Manager

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Accounts Payable

Name of Lessee: City of Glenpool

Street/P.O. Box 12205 S Yukon Ave

City, State, Zip Glenpool, OK 74033

Equipment Lease-Purchase Agreement between Oklahoma State Bank as Lessor and City of Glenpool as Lessee dated November 15, 2016

Equipment Description: **2017 Chevrolet Truck VIN TBA**

Purchase Order or other information that must be on the invoice:

2017 ACO Truck

Name and phone number of person to contact if payment is not received by due date:

Name: Julie Casteen, or successor Finance Director

Phone Number (918) 209-4628

RESOLUTION NO. 16-11-05 OF THE CITY OF GLENPOOL

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.

WHEREAS, a true and real need exists for the acquisition of a truck to replace Unit 400, formerly in use by the City of Glenpool Animal Control Department; and

WHEREAS, On September 15, 2015, the State of Oklahoma approved State Contract SW035, which provides contract pricing for the purchase of light duty trucks from several manufacturers; and

WHEREAS, The City has determined that the Chevrolet ½ ton regular cab truck best enables the Animal Control Department to perform its lawful and necessary functions for the price of \$26,120, including equipment; and

WHEREAS, The City has received proposals from Hudiburg Auto Group, an authorized vendor under State of Oklahoma Contract SW035; and

WHEREAS, the City has received proposals from Oklahoma State Bank, Government Capital Corporation and Community Leasing Partners for financing arrangements in the form of a lease-purchase agreement stating different payment options and interest rates; and

WHEREAS, the City has determined that the financing option most advantageous to the City is that proposed by Oklahoma State Bank for a lease term of 48 months at 1.98% interest rate, and a \$200 documentation fee; and

WHEREAS, the City of Glenpool desires to finance the vehicle by entering into a Vehicle Lease Purchase Agreement with Oklahoma State Bank as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the quote from Oklahoma State Bank dated November 15, 2015; and

WHEREAS, the City Council for the City of Glenpool has taken all necessary and appropriate steps under applicable law to arrange for the acquisition and financing of the needed vehicle.

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

§ 1. The terms of said Agreement are in the best interests of the City of Glenpool for the acquisition of the vehicle.

§ 2. The City Council shall and hereby does approve the purchase of the vehicle at a cost not to exceed \$26,120, inclusive of the documentation fee, in accordance with all other terms and conditions of the agreement.

§ 3. The City Council shall and hereby does direct its counsel to review the Agreement and make such modifications to said Agreement only as necessary to assure compliance with the State of Oklahoma Constitutional and statutory law and local ordinances, prior to execution of the Agreement in substantially the form attached hereto and incorporated herein by reference.

§ 4. The City Council shall and hereby does designate and authorize City Manager Roger Kolman to execute and deliver, and City Clerk Susan White to attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

§ 5. The City shall and hereby does covenant that it will perform or cause to be performed all acts within its power which are or may be necessary to ensure that the interest portion of the rental payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

§ 6. The City shall and hereby does certify that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2016 calendar year and hereby designates the Agreement as a “qualified tax-exempt obligation”, as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

§ 7. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

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

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: November 9, 2016
Subject: Acceptance of Bulletproof Vest Funding

Background:

The City has been awarded funding through the Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) to offset the cost of providing our public safety officers replacement bullet proof vests. The funding is for 12 replacement vests at a total cost of \$7,416, for which the City is required to match half of the amount. The matching funds are budgeted in the FY17 budget; a supplemental appropriation for the BVP funding award will be presented in a separate item to amend the budget.

There is no formal agreement for accepting the funding, and no reporting requirements other than providing documentation of purchase receipts to obtain reimbursement. Records must be maintained for a minimum of three years following the close of the FY17 audit.

Staff Recommendation

Staff recommends the following Council action:

Motion 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 (12) bulletproof vests.

Attachment

Bureau of Justice Assistance Fact Sheet



BJA Fact Sheet

FS 000396 • UPDATED AUGUST 2016

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

DENISE E. O'DONNELL, DIRECTOR

Bulletproof Vest Partnership Initiative

By Joseph Husted, BJA Policy Advisor, and
Linda Hammond-Deckard, BJA Policy Advisor

Program Overview

Enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181) and reauthorized by the Bulletproof Act of 2000 (Public Law 106-517), the Bulletproof Vest Partnership (BVP) Program is a U.S. Department of Justice initiative designed to provide critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. Administered by the Office of Justice Programs' Bureau of Justice Assistance (BJA) since 1999, BVP has awarded \$412 million to over 13,000 jurisdictions throughout the nation to assist them in purchasing more than 1.2 million bulletproof vests.¹

Through the BVP Program, states, units of local government, and tribal governments are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.² Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding, up to 50 percent of the amount they request. Any remaining funds are distributed on a pro rata basis to jurisdictions with more than 100,000 residents. In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice (NIJ) body armor standards, as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the following web page: www.ojp.gov/nij/topics/technology/body-armor.

The period for submitting applications for BVP funds normally begins during the first quarter of the calendar year.

¹ Office of Justice Programs, retrieved June 29, 2016 from www.ojp.gov/bvvpbasi.

² The term *law enforcement officer* refers to any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to prevent, detect, or investigate any violation of criminal law, or to supervise criminal offenders. This encompasses full-time, part-time, and auxiliary personnel, whether paid or volunteer, and includes police officers, sheriffs' deputies, correctional officers, parole and probation officers, and pre-trial services officers.

³ National Law Enforcement and Corrections Technology Center, retrieved July 29, 2013 from www.justnet.org/body_armor/index.html.

⁴ IACP/DuPont™ Kevlar® Survivors' Club®, retrieved July 29, 2013 from www2.dupont.com/Kevlar/en_US/uses_apps/protection_vests/survivors_club.html.

⁵ Office of Justice Programs, retrieved July 29, 2013 from www.ojp.gov/bvvpbasi.

MESSAGE FROM THE DIRECTOR

For 30 years, bullet-resistant body armor has protected law enforcement officers from ballistic and non-ballistic incidents.³ As recorded by the IACP/DuPont™ Kevlar® Survivors' Club®, more than 3,000 officers have survived potentially fatal and/or disabling injuries because they were wearing body armor.⁴ Based on data collected and recorded by Bureau of Justice Assistance (BJA) staff, in Fiscal Year (FY) 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers in 20 different states—an increase of 13.7 percent over FY 2011.⁵

As a partner with law enforcement agencies across the United States, BJA

continued on p. 2

KEY POINTS

- The Bulletproof Vest Partnership initiative provides critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing body armor for sworn law enforcement officers.
- BVP reimburses jurisdictions for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- All purchased body armor must comply with the most current National Institute of Justice's body armor standards, available at www.ojp.gov/nij/topics/technology/body-armor.
- Applications for BVP funds must be submitted during the annual open application period.

continued on p. 2

MESSAGE (cont.)

takes the issue of officer safety very seriously. The consistent wearing of body armor is similar to the use of seatbelts and should be given the same priority by every jurisdiction. *Body armor, like seatbelts, saves lives.* Beginning in FY 2011, in order to receive BVP funds, every law enforcement agency must have a written mandatory body armor wear policy. A focus on safety should be maintained at all levels within the organization and be reinforced through supervision, training, and policy. We all must strive to reduce preventable injuries and deaths.

We at BJA are honored to administer this program as a way to serve our public safety officers and keep them safe, just as they protect each of us every day.

KEY POINTS (cont.)

- Beginning in FY 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
- To receive BVP funds, every law enforcement agency **must** implement a written mandatory body armor wear policy. *A mandatory wear concepts and issues paper* and a *model policy* are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1-877-758-3787. Only jurisdictions or law enforcement agencies eligible for the BVP Program may receive the *model policy* and *issues paper*.
- More information about the BVP Program is available at www.ojp.gov/bvpbasi.

CONTACT US

Bulletproof Vest Partnership Initiative
Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW.
Washington, DC 20531
Toll free: 1-877-758-3787
E-mail: vests@usdoj.gov
Web site: www.ojp.gov/bvpbasi

FS~000396

Application and Funding Process

The entire application-through-payment process for the BVP Program is managed via the online BVP system. To participate in BVP, state, local, and tribal jurisdictions must follow five steps:

1. **Register as a Jurisdiction:** Jurisdictions that have never participated in BVP can register at any time throughout the year by contacting BVP Customer Support at 1-877-758-3787 or via e-mail at vests@usdoj.gov. Only jurisdictions are eligible to receive funding through the BVP Program. If an eligible jurisdiction (states, some counties, and larger local municipalities) has more than one law enforcement agency (LEA), each LEA should register in the BVP system and create its own application, and the aggregate application will be submitted by the jurisdiction on behalf of all of its LEAs. Once registered with the BVP Program, jurisdictions are responsible for regularly updating their own critical information.
2. **Register and Associate a User ID:** BVP users must register for a new BVP account/user ID and associate it with an existing agency before agency details can be viewed. Users can register for the BVP Program at the following web site: <https://grants.ojp.usdoj.gov/bvp/login/userRegistration.jsp>.
3. **Submit Application:** For information on how to apply for funding, please e-mail vests@usdoj.gov. When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers. Applications may be submitted only during the annual, 6-week open application period.

Funding decisions are made within 3 months after the application period closes. Applicants are notified via e-mail regarding approved funding levels. Unlike other payment programs, funds are not disbursed until the vests are received and the jurisdiction submits a request for payment through the BVP system.
4. **Purchase Vests:** BVP funds may only be used to purchase vests that meet the current NIJ bullet- and stab-resistant body armor standards. Lists of vest models that meet the current NIJ standards are available at the following web pages: www.justnet.org/body_armor/index.html.

Special Note: BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle. BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.

5. **Submit Receipt Information:** Once vests are received, jurisdictions can submit a request for payment through the BVP system at www.ojp.gov/bvpbasi. Recipients have up to 2 years from the date of the award to submit payment requests. Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: November 9, 2016
Subject: Supplemental Appropriations – Public Safety Capital Fund and General Fund

Background:

The approval of lease-purchase agreements for the Public Safety Communications System and for the Animal Control Truck requires a supplemental appropriation in the Public Safety Capital Improvement Fund to account for the lease proceeds and to capitalize the expense of the equipment.

In addition, the acceptance of the Bulletproof Vest Partnership funding requires a supplemental appropriation in the General Fund to recognize the revenues and expenditures.

In addition, the City has been gifted with a donation of \$60 from Katisha Nightingale from the sale of Blue and Black Rustic Cuff bracelets in recognition of our Police Officers. The donation will go toward the purchase of police equipment.

Staff Recommendation

Staff recommends the following Council action:

1. Approval of a Supplemental Appropriation in the Public Safety Fund totaling \$1,128,192 as outlined in the attached resolution.
2. Approval of Supplemental Appropriations in the General Fund totaling \$3,768 as outlined in the attached resolution.

Attachments

Authorizing Resolution No. 16-11-01

RESOLUTION NO. 16-11-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL AMENDING THE FY2016-2017 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 SYTEM 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 BULLET PROOF 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.

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

WHEREAS, The Glenpool City Council duly adopted by resolution, following notice and public hearing thereon, the Annual Budget for FY2016-2017 at a special session on June 14, 2016; and

WHEREAS, The need to enter into lease-purchase agreements to fund the cost of replacing the Public Safety Emergency Communications System has been identified but was not budgeted; and

WHEREAS, The need to enter into a lease-purchase agreement to fund the cost of replacing Animal Control Vehicle unit 400 has been identified but was not budgeted; and

WHEREAS, The City has been approved for funding of \$3,708 from the Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership, which has been designated for the purchase of twelve (12) bulletproof vests; and

WHEREAS, The City has received a donation of \$60 from the Katisha Nightingale, which has been identified as needed for Police equipment; and

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

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

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

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

	SOURCE	USE
Public Safety Capital Fund		
Lease Proceeds	\$1,128,192	
Emergency Management Department:		
Communications Equipment, account 51-6-07-6364		\$1,101,872
Police Department:		
Capital Equipment, account 51-6-03-6333		\$ 26,320
General Fund		
General Revenues:		
Police Grant, account 01-5-00-5252	\$ 3,708	
Police Department:		
Police Equipment, account 01-6-03-6357		\$ 3,708
General Revenues:		
Donations, account 01-5-00-5351	\$ 60	
Police Department:		
Police Equipment, account 01-6-03-6357		\$ 60

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

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



Date: November 15, 2016

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2017 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

The attached meeting schedules represent the City Council meetings as well as the Trust Authorities and GEMS. They are identical to 2016 in frequency and convening time for each public body. I have also provided a calendar which identifies proposed meeting dates for each body, holidays and Planning Commission/BOA proposed meetings.

Attached

- 2017 Meeting Schedules
- 2017 Meeting Calendar

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL CITY COUNCIL
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 3, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
JANUARY 17, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
FEBRUARY 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
FEBRUARY 21, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
MARCH 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
MARCH 20, 2017	6:30 P.M.	GLENPOOL CITY HALL
APRIL 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
APRIL 17, 2017	6:30 P.M.	GLENPOOL CITY HALL
MAY 1, 2017	6:30 P.M.	GLENPOOL CITY HALL
MAY 15, 2017	6:30 P.M.	GLENPOOL CITY HALL
JUNE 5, 2017	6:30 P.M.	GLENPOOL CITY HALL
JUNE 19, 2017	6:30 P.M.	GLENPOOL CITY HALL
JULY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
JULY 17, 2017	6:30 P.M.	GLENPOOL CITY HALL
AUGUST 7, 2017	6:30 P.M.	GLENPOOL CITY HALL
AUGUST 21, 2017	6:30 P.M.	GLENPOOL CITY HALL
SEPTEMBER 5, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
SEPTEMBER 18, 2017	6:30 P.M.	GLENPOOL CITY HALL
OCTOBER 2, 2017	6:30 P.M.	GLENPOOL CITY HALL
OCTOBER 16, 2017	6:30 P.M.	GLENPOOL CITY HALL
NOVEMBER 14, 2017*	6:30 P.M.	GLENPOOL CITY HALL
DECEMBER 12, 2017*	6:30 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

Meetings held at GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:

GLENPOOL CITY COUNCIL
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409

Filed in the office of the City Clerk on the 15th day of November 2016

Signed: _____

2017 Meeting Schedule

Key (Public Body):

	Glenpool City Council
	Glenpool City Council, GEMS, GUSA, & GIA
	Glenpool City Council, GEMS, GUSA, GIA, & Glenpool Cemetery Trust Authority

Regularly Scheduled Mondays

	1st & 3rd Mon: Nov & Dec
	Holidays
	City Holidays (Observed)
	Glenpool Planning Commission/BOA

January						
S	M	T	W	T	F	S
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29	30	31				

February						
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26	27	28				

March						
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April						
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30						

May						
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28	29	30	31			

June						
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July						
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August						
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September						
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29	30	31				

November						
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December						
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24	25	26	27	28	29	30
31						



MEMORANDUM

**TO: HONORABLE MAYOR AND CITY COUCIL
CITY OF GLENPOOL**

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

**RE: ACQUISITION OF ROLLING MEADOWS SANITARY SEWER
LIFTSTATION AND RELATED FACILITIES**

DATE: OCTOBER 25, 2016

BACKGROUND

This item is for Council consideration and action regarding proposed upgrades to, and acquisition of, certain sanitary sewer facilities currently in service at Rolling Meadows Apartments. The City of Glenpool approved the Subdivision Plat for Rolling Meadows Apartments in February, 2011 which was then filed of record on April 6, 2011. It was originally anticipated that both Lots 1 and 2 created by the subdivision plat would be developed and owned by Rolling Meadows Apartments, LP and that the subject sanitary sewer lift station and related facilities serving the addition as a whole would be owned by this entity and privately maintained accordingly.

Since the initial development of the property and the construction of the apartment project, Lot 2 has been sold to, and further developed by, Master Craft Floor Covering, Inc. Since that time, it has come to the attention of our Public Works Department that there have been several occasions where the lift station experienced mechanical failures and was not being maintained properly resulting in several large sewage overflows. After several of these overflow events, residents of the apartment project contacted ODEQ sighting public nuisance concerns. As a result, ODEQ issued a formal Notice of Violation (NOV) to the owner of the apartment project at which point, out of concern for public health and safety, the City became involved with the repair of the lift station and the cleanup of the sewage overflow.

Considering this history of mechanical issues and significant sewage overflows, Staff feels it would be prudent for the City to accept ownership and maintenance responsibilities of the lift station, the associated 4" ID discharge force main, and a certain 8" ID sewer line and associated easement serving the adjacent Mastercraft Carpet facility. However, before the City would be in position to accept that ownership and assume the associated maintenance of these facilities, certain upgrades will be needed to bring the lift station more in line with City design standards.

The attached quote obtained from Beytco, Inc. outlines the various elements that will need to be addressed - along with the associated costs. As noted, the cost of the necessary upgrades totals \$13,675. The owners of Rolling Meadows Apartments have agreed to pay this cost per the terms set out in the attached Letter of Agreement. The agreement specifies that, upon payment to the City the amount specified in the quote from Beytco, the City will contract for and manage the associated work to complete the upgrades to the lift station. After the upgrade work has been completed, the actual transfer of ownership of the facilities will then be achieved by the delivery to the City of the fully executed Deed of Dedication and associated easement documents as attached.

Staff Recommendation:

Staff recommends that the Council approve the proposed Letter of Agreement between the City and Rolling Meadows Housing, LLC and upon the completion of the required equipment upgrades itemized in the proposal from Beytco, accept the sanitary sewer improvements and associated easement as specified in the attached Deed of Dedication.

Attachment:

- A. Letter of Agreement
- B. Quote from Beytco, Inc.
- C. Deed of Dedication
- D. Exhibit A
- E. Exhibit B
- F. Final Subdivision Plat – Rolling Meadows Apartments (for reference only)



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

October 18, 2016

[Via Email to bdavidson@wilhoitproperties.com](mailto:bdavidson@wilhoitproperties.com) and mzimmerman@wilhoitproperties.com

Robert C. Davidson, Chief Financial Officer & Chief Operating Officer
Matt Zimmerman, Construction Group
Wilhoit Properties | Zimmerman Properties | Zimmerman Properties Construction
1730 E. Republic Road, Suite F

**RE: Sanitary Sewer Lift Station and Related Infrastructure,
Rolling Meadows Apartments
612 W. 146th Street S., Glenpool, OK 74033**

Dear Messrs. Davidson and Zimmerman,

This letter is to follow-up on our conversations to date regarding the lift station and related infrastructure at Rolling Meadows Apartments, in the City of Glenpool. More specifically, I am responding to your recent proposal and the City's counteroffer, as follows:

1. Modify the construction provision whereby Rolling Meadows Apartments, LP would pay the City of Glenpool \$13,675 and the City would be fully responsible for performing the work and supervising the subcontractor. Our concern is that we did not develop the scope of work, nor did we bid the job or have any understanding of the subcontractor qualifications and it would make more sense for the City to handle that given their knowledge of the matter.

Comment: The City is agreeable to receiving from Rolling Meadows Apartments, LP, a check in the amount of \$13,675.00, made payable to the City of Glenpool, the proceeds of which will be held in escrow pending completion of the valve vault and lift station upgrades in accordance with the terms of a quote from Beytco, Inc., dated August 11, 2016, (copy attached hereto and incorporated herein); *provided that*, in the event that reasonably necessary and validated costs actually paid to Beytco, Inc., exceed the amount of the quote, Rolling Meadows Apartments, LP, will pay such additional amount to the City; and, in the event that such costs are less than the amount of the quote, the City will reimburse Rolling Meadows Apartments, LP, the difference. For the purpose of payments by a private entity (Rolling Meadows Apartments, LP) to a contractor for

improvements to the private entity's real and personal property, the City's sole function will be to act as escrow. At no time will proceeds of the check become public monies.

2. Granting the easement would be acceptable and I understand that scope of work is already underway.

Comment: In consideration of Rolling Meadows Apartments, LP's undertaking payment for the valve vault and lift station upgrades, and upon completion of such upgrades to the satisfaction of the City, payment of the contractor and reconciliation of accounts, the City will agree to take possession of a general utility easement that includes the sanitary sewer lift station now owned and operated by Rolling Meadows Apartments at the captioned address, along with an approximately 20 ft. x 20 ft. surface on which the lift station is located; associated infrastructure, to include an 8-inch sewer line extending 210.78 feet +/- to the eastern boundary of the premises, along with a 15 ft. general utility easement for access thereto; and associated equipment and fixtures, all as more particularly described in a Deed of Dedication in the form attached to and incorporated in this letter. "Exhibit A" referenced and incorporated into the Deed of Dedication has been drafted by Kaw Valley Engineering, as attached. The Deed of Dedication, together with Exhibit A, will have the effect of amending the Final Plat for Rolling Meadows Apartments, dated February 11, 2011, and recorded in the land records of the Tulsa County Clerk as Document # 6377 on April 6, 2011. A copy of the Final Plat is also attached for reference. Kaw Valley's enclosure styled as "10/10/16 5321 EXBA SITE" illustrates the effect on the Deed of Dedication/Exhibit A, but without the formalities of the plat amendment process.

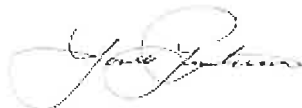
3. Dedicating the equipment to the City would be acceptable but wanted to determine if this would be done via an amendment to the final plat or otherwise.

Comment: All applicable items of real and personal property being transferred from Rolling Meadows Apartments, LP, to the City of Glenpool shall be included within the terms of the foregoing Deed of Dedication and Exhibit A.

In summation: Full payment for the services of Beytco, Inc., to the satisfaction of the City shall be a condition precedent for the City's taking possession of the described property by way of the Deed of Dedication, including Exhibit A.

If your foregoing proposal, as I have amended it, is acceptable, please indicate your agreement by signature below. Thank you for your cooperation and patience in resolving this matter.

Respectfully Yours,



Lowell Peterson
City Attorney

Rolling Meadows Apartments, LP
c/o Wilhoit Properties
October 18, 2016
Page 3

CC: Roger Kolman, City Manager
Lynn Burrow, City Engineer
Rick Malone, City Planner
Kyle Kippes, P.E.
Kaw Valley Engineering, Inc.
14700 W. 114th Terrace
Lenexa, Kansas 66215
kipsaw@kveng.com

Enclosures: Quote from Beytco, Inc.
Deed of Dedication
"Exhibit A"
Final Plat, Recorded April 6, 2011
"10/10/16 5321 EXBA SITE"

AGREED AND ACCEPTED on behalf of ROLLING MEADOWS APARTMENTS, LP,
By: Rolling Meadows Housing, LLC, its General Partner
By: Zimmerman Properties, LLC, its Managing Member
By: Zimmerman Investments, L. L. C., its Managing Member

Vaughn C. Zimmerman, Trustee of the
Vaughn C. Zimmerman Revocable Trust
U/A dated May 5, 1995, as restated

Date

Title: Managing Member

BEYTCO, INC.

QUOTE
October 24, 2016

TO: City of Glenpool
P.O. Box 70
Glenpool, OK 74033
Phone: (918) 322-5409
Wes Cell: (918) 807-2158

RE: Repair Rolling Meadows Valve Vault and Lift Station

SUBJ: Repair Valve Vault and Lift Station

1. **BEYTCO, INC.** proposes to provide the supervision and labor to:

- Install 2 new 4" D.I. pipe from wet well to valve vault.
- Install 2 new 4" check valves.
- Install 2 new 4" gate valves.
- New D.I. piping on the force main side to outside of valve vault.
- Install 4" bypass valve, meter can, and quick coupling.
- Inside of valve vault piping 4' below grade.
- 2 days of bypass pumping.

Total **\$10,875.00**

- Fence on east, west, and north sides of lift station to match existing with 8' gate.

Total **\$2,800.00**

2. **BEYTCO, INC.:** proposal includes:

- All required materials and labor.
- Applicator's qualifications.
- Pre-installation conference.
- Insurance certificates for general liability, automotive, and workman's comp.

3. **City of Glenpool:** is responsible for the following:

- Access to job site.
- Job P.O

4. **BEYTCO, INC.:** proposal does not include:

- Bond – if required, add 3% of bid.
- City, State or Railroad permits.

5. **Thank you for the opportunity to quote your work.**

Respectfully,



Brent Beatty

P.O. Box 658 Sapulpa, Oklahoma 74067 Cell: (918) 697-3245 Fax: (918) 227-1727

**DEED OF DEDICATION
GENERAL UTILITY EASEMENT and CONVEYANCE OF ALL FIXTURES, IMPROVEMENTS AND
APPURTENANCES ASSOCIATED THEREWITH**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between **ROLLING MEADOWS APARTMENTS, L.P.**, a State of Missouri limited partnership with its registered office at 221 Bolivar Street, Jefferson City, MO 65101, herein called "**Grantor**", and the **CITY OF GLENPOOL**, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee.**"

Grantor, as the record owner of legal and equitable title of the following described real estate, along with all fixtures and improvements to such real estate and located thereon, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for utility (sanitary sewer line and lift station) purposes and for such additional purposes as are described herein, a permanent right-of way through, over, under and across the following described property, together with all appurtenances thereto:

[See Attached "Exhibits A & B"]

TOGETHER WITH any and all improvements, fixtures or personal property of any kind ("appurtenances"), without limitation, located there on or attached thereto as of and forever following the date of this instrument.

For use as a permanent, public general utility easement by the Grantee; and

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all, public utilities, including without limitation storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all appurtenances thereto, including pavement, poles, wires, conduit, pipes, valves, meters and equipment for each of such utilities and appurtenances and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid; and

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of the above-described premises and appurtenances for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that, from the date of this instrument forward, no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises except by Grantee and/or its agents, employees or franchisees as Grantor deems necessary; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be

determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee. In the event Grantor fails to remedy such violation within no more than 30 days following delivery of notice, Grantee or Grantee's franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land;

TO HAVE AND TO HOLD such general utility easement, and appurtenances thereto, unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest therein, in exclusive possession, together with all and singular the appurtenances thereto belonging or in any wise appertaining forever.

Grantor further agrees and acknowledges that this Deed of Dedication, together with "Exhibits A & B," effectively amends the FINAL PLAT of Rolling Meadows Apartments, recorded in the land records of the Tulsa County Clerk as Document # 6377, on April 6, 2011, to conform to and incorporate the general utility easement conveyed by this Deed of Dedication.

Dated this ____ day of November 2016.

**ROLLING MEADOWS APARTMENTS, L.P.,
GRANTOR**

By: Rolling Meadows Housing, LLC, its General Partner
By: Zimmerman Properties, LLC, its Managing Member
By: Zimmerman Investments, LLC, its Managing Member

By: _____
Printed Name: Vaughn C. Zimmerman, Trustee of the
Vaughn C. Zimmerman Revocable Trust U/A
dated May 5, 1995, as restated

Title of Authorized Representative: Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned, a Notary Public, in and for said County and State on this the ___ day of November 2016, personally appeared Vaughn C. Zimmerman, Trustee of the Vaughn C. Zimmerman Revocable Trust U/A dated May 5, 1995, as restated known or satisfactorily proven to me to be the identical person who subscribed the name of the maker thereof and the Grantor identified therein to the foregoing instrument and representing himself to be duly authorized to do so, and acknowledged to me that he is the Managing Member of Zimmerman Investments, L.L.C., the Managing Member of Zimmerman Properties,

LLC, the Managing Member of Rolling Meadows Housing, LLC, the General Partner of Rolling Meadows Apartments, LP, and that he executed the same as the free will and voluntary act and deed of said limited partnership for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

ACCEPTED BY CITY COUNCIL, as statutory governing body of the City of Glenpool, Oklahoma, and as GRANTEE for purposes of the foregoing instrument,

By: _____
Timothy Lee Fox, Mayor

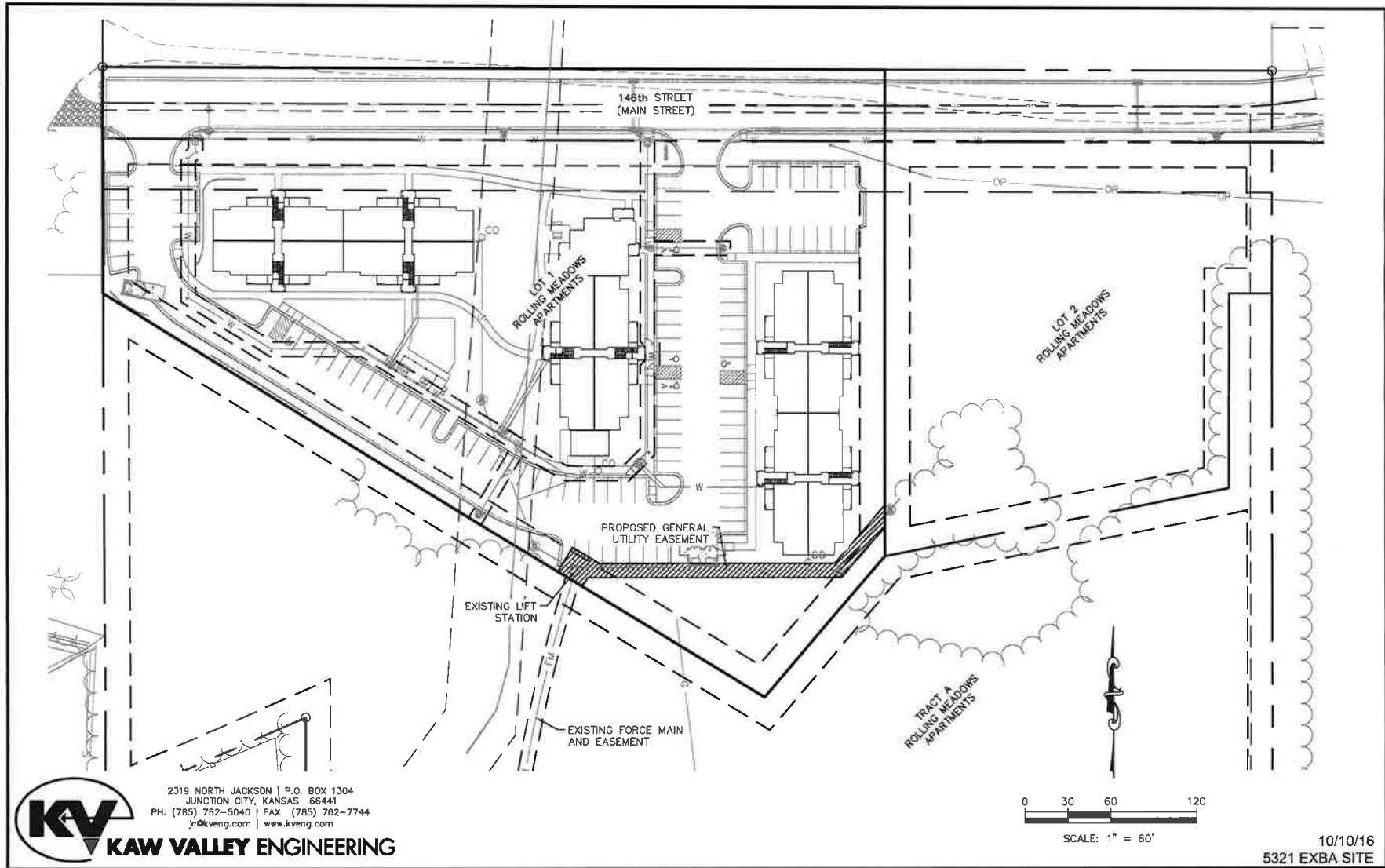
ATTEST:

Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



DESCRIPTION: (GENERAL UTILITY EASEMENT)

A TRACT OF LAND IN LOT 1, ROLLING MEADOWS APARTMENTS AS RECORDED IN THE COUNTY CLERKS OFFICE AS DOCUMENT 6377 TO THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA, PREPARED BY JASON R. LOADER, PS 1759 ON OCTOBER 14, 2016, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°00'06"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 253.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'06"E ALONG SAID EAST LINE, A DISTANCE OF 15.36 FEET; THENCE S40°37'20"W, A DISTANCE OF 46.87 FEET; THENCE S90°00'00"W, A DISTANCE OF 176.85 FEET; THENCE S16°44'30"W, DISTANCE OF 7.12 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE N58°42'37"W ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET; THENCE N16°44'30"E, A DISTANCE OF 20.00 FEET; THENCE S58°42'37"E, A DISTANCE OF 21.94 FEET; THENCE N90°00'00"E, A DISTANCE OF 163.91 FEET; THENCE N40°37'20"E, A DISTANCE OF 53.93 FEET TO THE POINT OF BEGINNING. CONTAINING 2,620 SQUARE FEET, MORE OR LESS.

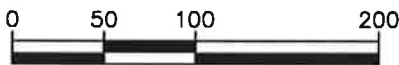
CERTIFICATION:

I, JASON R. LOADER, BEING A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THIS EASEMENT DESCRIPTION WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY BELIEF AND ABILITY.

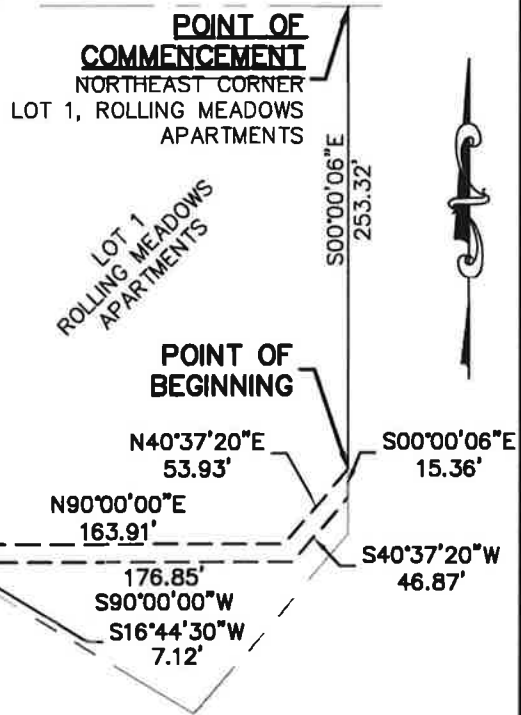
THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



JASON R. LOADER
OKLAHOMA PS NO. 1759
LoaderJ@kveng.com



SCALE: 1" = 100'



ROLLING MEADOWS APARTMENTS

EXHIBIT "A"

PROJECT #: C10D5321

GLENPOOL, OKLAHOMA

GENERAL UTILITY EASEMENT

10/14/2016

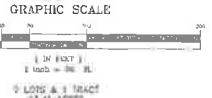
5321GENEASE



KAW VALLEY ENGINEERING

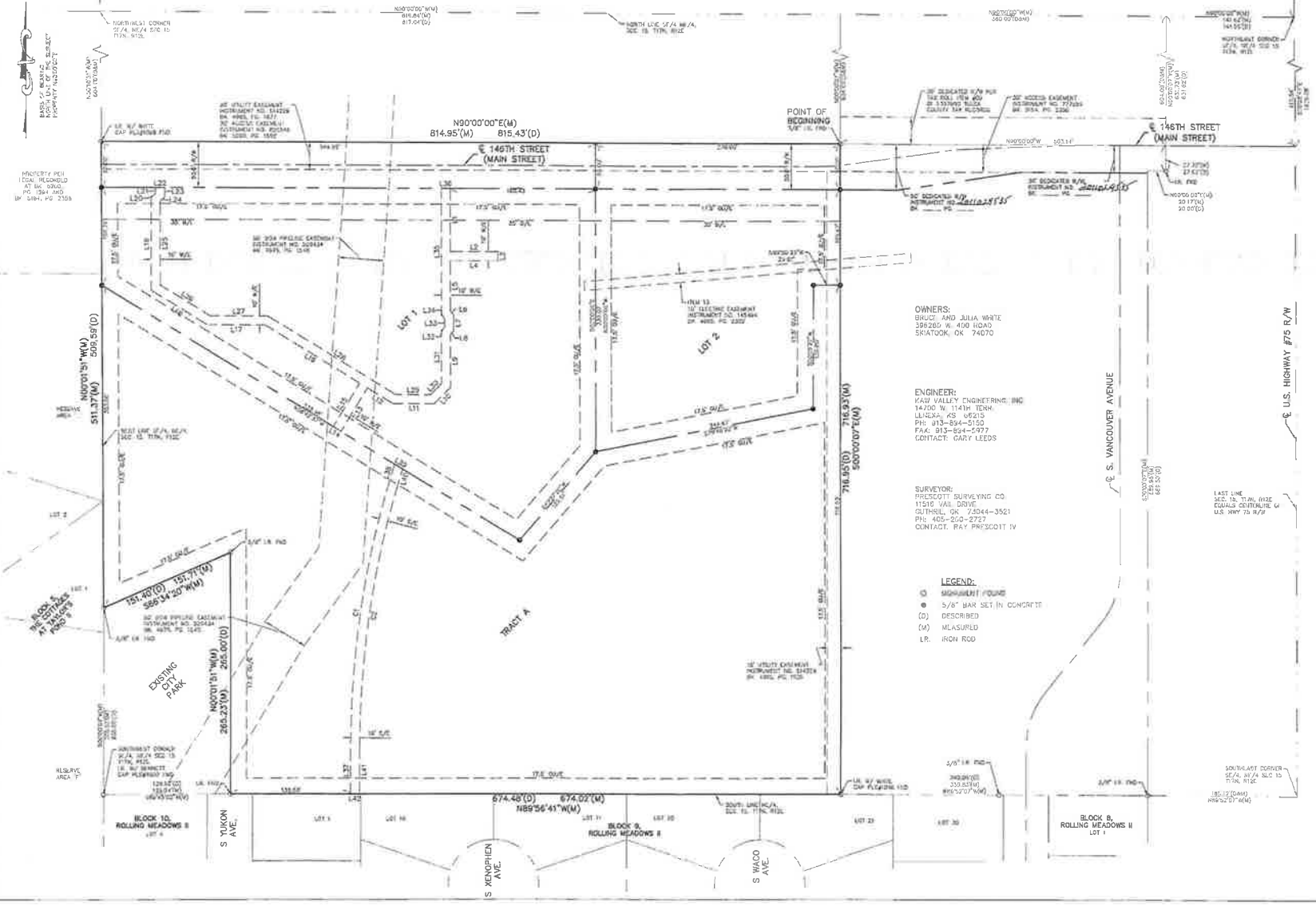
2319 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com

THIS DOCUMENT IS THE PROPERTY OF K&V ENGINEERING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF K&V ENGINEERING, INC.



A FINAL PLAT OF ROLLING MEADOWS APARTMENTS

IN THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 17 NORTH,
RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN,
CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA



WATER EASEMENT LINE TABLE

Line #	Direction	Length
L1	S0° 00' 00.00"E	68.73
L2	N09° 00' 00.00"E	52.73
L3	S0° 00' 00.00"E	10.00
L4	N09° 00' 00.00"W	52.73
L5	S0° 00' 00.00"E	55.59
L6	S45° 00' 00.00"E	4.95
L7	S0° 00' 00.00"E	18.12
L8	S45° 00' 00.00"W	4.95
L9	S0° 00' 00.00"E	50.10
L10	S45° 00' 00.00"W	25.36
L11	N09° 00' 00.00"W	45.58
L12	N58° 42' 36.62"W	33.26
L13	S31° 17' 23.36"W	58.40
L14	N58° 42' 36.62"W	10.00
L15	N31° 17' 23.36"E	58.40
L16	N58° 42' 36.62"W	128.62
L17	N09° 00' 00.00"W	63.54
L18	N58° 42' 36.62"W	72.47
L19	N0° 00' 00.00"E	101.80
L20	N45° 00' 00.00"E	7.07
L21	N0° 00' 00.00"E	5.33
L22	N09° 00' 00.00"E	10.00
L23	S0° 00' 00.00"E	10.47
L24	S45° 00' 00.00"W	7.07
L25	S0° 00' 00.00"E	92.03
L26	S58° 42' 36.62"E	64.04
L27	N09° 00' 00.00"E	63.54
L28	S58° 42' 39.82"E	165.08
L29	N09° 00' 00.00"E	39.64
L30	N58° 00' 00.00"E	17.07
L31	N0° 00' 00.00"E	56.10
L32	N45° 00' 00.00"E	4.95
L33	N0° 00' 00.00"E	9.83
L34	N45° 00' 00.00"W	4.95
L35	N0° 00' 00.00"E	139.50
L36	N30° 00' 00.00"E	10.00

SANITARY SEWER EASEMENT LINE TABLE

Line #	Direction	Length
L37	N0° 00' 00.00"E	52.320
L38	N15° 44' 29.98"E	22.144
L39	S58° 42' 36.62"E	10.331
L40	S16° 44' 29.98"W	19.548
L41	S0° 00' 00.00"E	52.334
L42	N8° 55' 01.23"W	10.000

SANITARY SEWER EASEMENT CURVE TABLE

Curve #	Length	Radius	Delta
C1	283.698	1005.000	18.7417
C2	290.736	1085.000	18.7417

OWNERS:
BRUCE AND JULIA WHITE
395203 W. 400 ROAD
SKIATOOK, OK 74070

ENGINEER:
K&V VALLEY ENGINEERING, INC
14700 W. 114TH TERR.
LEWESDA, OK 74025
PH: 813-894-5150
FAX: 813-894-5977
CONTACT: GARY LEEDS

SURVEYOR:
PRESCOTT SURVEYING CO.
11510 WAL DOVE
GUTHRIE, OK 73044-3521
PH: 405-202-2727
CONTACT: RAY PRESCOTT IV

- LEGEND:
- MEASUREMENT POINTS
 - 5/8" BAR SET IN CONCRETE
 - (D) DESCRIBED
 - (M) MEASURED
 - LR IRON ROD

ROLLING MEADOWS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BRUCE WHITE AND JULIA WHITE, INDIVIDUALLY HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE NORTH-EAST QUARTER OF SECTION 17, NORTH, RANGE 12 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-EAST CORNER OF SAID NORTH-EAST QUARTER, THENCE 90°08'47" ALONG THE EAST LINE OF SAID NORTH-EAST QUARTER IN DISTANCE OF 1922.08 FEET, THENCE 180°00'00" IN DISTANCE OF 565.14 FEET TO THE POINT OF BEGINNING, THENCE 50°07'07" E A DISTANCE OF 716.03 FEET TO A POINT BEING ON THE NORTH LINE OF BLOCK 9, ROLLING MEADOWS II, AS NOW RECORDED, THENCE 189°58'11" ALONG SAID NORTH LINE A DISTANCE OF 674.02 FEET, THENCE 180°15'11" W IN DISTANCE OF 294.24 FEET, THENCE 58°24'20" W A DISTANCE OF 131.71 FEET TO A POINT BEING ON THE EAST LINE OF BLOCK 9, THE COFFAGES AT TAYLOR'S POND II, AS NOW RECORDED, THENCE 180°15'21" ALONG SAID EAST LINE AND EXTENSION THEREOF A DISTANCE OF 311.37 FEET, THENCE 180°00'00" E A DISTANCE OF 614.95 FEET TO THE POINT OF BEGINNING, CONTAINING 500.477 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS AND TRACTS, IN CONFORMITY WITH THE ACCOMPANYING P.L.A. AND HAS DESIGNATED THE SUBDIVISION AS "ROLLING MEADOWS APARTMENTS", AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "GUY" OR "ORIGINAL UTILITY EASEMENT", "W/E" OR "WATERLINE EASEMENT" AND "S/E" OR "SANITARY SEWER EASEMENT" OR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, AND ALL OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND FROM THE UTILITY EASEMENTS AND RIGHT OF WAY FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT/TRACT OWNED AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND DISTRIBUTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING.

B. UNDERGROUND SERVICES

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMITTED EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STALDIARDS SHALL BE SERVED BY UNDERGROUND CABLE AND BLOSSOMING THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE STREETS AND EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PANELS, TRANSFORMERS, AS SOURCES OF SUPPLY AT ADJACENT LOTS, MAY ALSO BE LOCATED IN EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDISTAL OR TRANSFORMER OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT/TRACT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT IN SAID LOT/TRACT AND A 1 FOOT STRIP EXTENDING 2 1/2 FEET ON EACH SIDE OF THE SERVICE CABLE OR GAS LINE, EXTENDING FROM THE SERVICE PEDISTAL, TRANSFORMER OR GAS MAIN, TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF THE UNDERGROUND GAS, ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT/TRACT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS/HER LOT/TRACT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS, ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS/HER AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS, ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
6. WATER AND SEWER SERVICE.
7. THE OWNER OF THE LOT/TRACT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND PUBLIC SEWER MAINS LOCATED ON HIS LOT/TRACT.
8. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTIGUOUS EXISTING GROUND OR THE INSTALLATION OF A PUBLIC WATER MAIN OR PUBLIC SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND PUBLIC SEWER MAINS, SHALL BE PROHIBITED.
9. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER, PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
10. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
11. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT/TRACT AGREES TO BE BOUND HEREBY.
12. SURFACE DRAINAGE.
13. EACH LOT/TRACT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM THE LOTS AND PARCELS ADJACENT AND FROM PUBLIC STREETS AND EASEMENTS, AND LOT/TRACT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS/HER LOT/TRACT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT/TRACT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

SECTION II

DEVELOPMENT RESTRICTIONS

A. RESIDENTIAL DEVELOPMENT AREA:

LOT 1 SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE: LOT 1 IN SAID SUBDIVISION SHALL ONLY BE USED FOR MULTI-FAMILY RESIDENCES.

2. ACCESS LIMITATION:

LOT 1 ACCESS SHALL BE AS APPROVED BY THE CITY OF GLENPOOL ON AN APPROVED SITE PLAN SUBMITTED FOR SAID LOT.

3. YARDS AND SETBACKS:

LOT 1 YARDS AND SETBACKS SHALL BE AS APPROVED BY THE CITY OF GLENPOOL ON AN APPROVED SITE PLAN SUBMITTED FOR SAID LOT, AND AS SHOWN ON THE FACE OF THIS PLAT (WHICHEVER IS MORE RESTRICTIVE).

B. COMMERCIAL DEVELOPMENT AREA:

LOT 2 SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE:

LOT 2 IN SAID SUBDIVISION SHALL ONLY BE USED FOR COMMERCIAL/INDUSTRIAL DEVELOPMENT AS ALLOWED BY CURRENT ZONING. LOT 2 SHALL BE REQUIRED TO OBTAIN SITE PLAN APPROVAL FOR ANY DEVELOPMENT ON SAID LOT.

2. ACCESS LIMITATION:

LOT 2 ACCESS SHALL BE AS APPROVED BY THE CITY OF GLENPOOL ON AN APPROVED SITE PLAN SUBMITTED FOR SAID LOT.

3. YARDS AND SETBACKS:

LOT 2 YARDS AND SETBACKS SHALL BE AS APPROVED BY THE CITY OF GLENPOOL ON AN APPROVED SITE PLAN SUBMITTED FOR SAID LOT, AND AS SHOWN ON THE FACE OF THIS PLAT (WHICHEVER IS MORE RESTRICTIVE).

C. INACT AREAS:

INACT A SHALL NOT BE USED FOR DEVELOPMENT AND SHALL BE MAINTAINED IN ITS CURRENT NATIVE CONDITION AS A NATURAL DRAINAGE COURSE AND VEGETATED AREA.

UTILITIES MAY BE CONSTRUCTED WITHIN TRACT A AS SET FORTH IN SECTION I OF THESE RESTRICTIONS.

SECTION III

A. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THEREON, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREON SO STATED SHALL RUN TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PROVISIONS OF THE CITY OF GLENPOOL ZONING CODE AND SHALL RUN TO THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA. IF THE UNDERGROUND OWNER OR ITS SUCCESSORS OR AGENTS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT.

B. DURATION:

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LOTS/TRACTS AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY:

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

OWNER'S CERTIFICATION

IN WITNESS WHEREOF, BRUCE WHITE AND JULIA WHITE, HAS EXECUTED THIS INSTRUMENT THIS 29 DAY OF JANUARY 2011.

BRUCE WHITE AND JULIA WHITE

By: Bruce White, BRUCE WHITE

By: Julia White, JULIA WHITE

STATE OF OKLAHOMA } COUNTY OF TULSA }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29 DAY OF JANUARY 2011, BY BRUCE WHITE AND JULIA WHITE, THAT THEY WERE THE SAME AS THEIR FREE AND VOLUNTARY ACT AND

MY COMMISSION EXPIRES 12-22-2013

SURVEYOR'S CERTIFICATION

I, RAY PRESCOTT IV, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LANDS DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "ROLLING MEADOWS APARTMENTS", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND METHODS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

RAY PRESCOTT IV, 1811 BETHUNE DRIVE, OKLAHOMA CITY, OKLAHOMA 73104-3406, REG. NO. CA1745 EXPIRES 6/2/2013

STATE OF OKLAHOMA } COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 29 DAY OF JANUARY 2011, PERSONALLY APPEARED RAY PRESCOTT IV, TO WHOM TO BE THE CENTRAL PERSON WHO SIGNED HIS NAME AS PROFESSIONAL LAND SURVEYOR, THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE WAS THE SAME AS HIS FREE AND VOLUNTARY ACT AND INTENT AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES 10/1/13

FINAL PLAT CERTIFICATION OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON 1/26/11

I HEREBY CERTIFY THAT ALL REAL ESTATE TAXES INVOLVED IN THIS PLAT HAVE BEEN PAID AS REFLECTED BY THE CURRENT TAX ROLL. SECURITY AS REQUIRED HAS BEEN PROVIDED IN THE AMOUNT OF \$ 1,000.00 PER ACRE RECEIPT ON 1/26/11. TO BE APPLIED TO 2011 TAXES. THIS CERTIFICATE IS NOT TO BE CONSIDERED IN PAYMENT OF 2011 TAXES UNLESS A BILL IS GIVEN BY THE CITY OF GLENPOOL AND MAY BE FILED ON RECORD. 30 11/16/11

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER. CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT.

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

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

Date: November 15, 2016

Subject: Soccer Complex Project

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 or 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 50 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.

A precondition for issuance of the Capital Improvements Agreement for the soccer fields is approval and execution by the City and the County of the previously mentioned lease for a defined portion of the South County Recreational Facility grounds.

The proposed Lease 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.

Essential Terms of The Proposed Lease Agreement Include:

- The leased premises consist of approximately 8 ½ acres located at 13800 S. Peoria, and are situated on part of the premises of the South County Recreational Facility;
- To be used for the construction and use of two regulation-size soccer fields and related improvements;
- The Lease is for a Primary Term of 25 years, beginning on the Commencement Date (which corresponds to the date of the forthcoming Capital Improvements Agreement) and ending 25 years thereafter unless renewed;
- There is one 25-year Option to Renew;

- Rental payments during the Primary Term and any renewal term will be \$10.00 per year, payable on each annual anniversary of the Commencement Date;
- “Additional Rent” includes all utilities supplied to or used on the leased premises, whether by the City or its authorized visitors, all premiums for insurance affecting the leased premises, and all operating and maintenance costs;
- The City may construct all approved improvements to the leased premises in accordance with terms, plans, and specifications shown on Exhibits B and C to the Lease, at the City’s cost;
- The City has a right of first refusal to purchase the premises on the same terms and conditions as those contained in any offer to any third party;
- Subject to the County’s prior written approval, and at the City’s sole cost, the City may place a sign on the exterior of the premises and may place a monument type sign upon the entrance to the premises;
- The Lease is subject to Tulsa County’s approval of the plans and specifications for the City’s intended use, submitted as Exhibits to the Lease Agreement, and the City’s receipt of all required permits and approvals from all government authorities having jurisdiction over the leased premises.

Staff Recommendation:

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

Attachments:

- Proposed Lease Agreement with the Tulsa County BOCC
- Visual aids associated with this project will be presented by Lynn Burrow

LEASE AGREEMENT

BY AND BETWEEN

Tulsa County Board of County Commissioners

Tulsa County, Oklahoma

("LANDLORD")

AND

City Council

City of Glenpool, Oklahoma

Tulsa County, Oklahoma

("TENANT")

DATED: _____, 2016

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this ____ day of _____, 2016, by and between Tulsa County, Oklahoma ("Landlord"), and the City of Glenpool, Oklahoma ("Tenant").

BASIC LEASE PROVISIONS

Landlord: Tulsa County, Oklahoma.

Tenant: City of Glenpool, Oklahoma

Premises or Leased Premises: The Real Property consisting of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two (2) regulation-size soccer fields and related improvements ("Premises" or "Leased Premises"), more fully described below and in **Exhibit A** attached hereto and made a part hereof.

Legal Description of Real Property:

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a 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 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.

Permitted Use: The Leased Premises may be used only for competitive soccer playing, training and related purposes and sponsored events (or compatible sporting activities).

Commencement Date of Lease: The Primary Term of this Lease shall commence upon _____, 2016 ("Commencement Date").

Lease Term: This Lease shall be for a Primary Term of 25 years (the "Primary Term"), beginning on the Commencement Date and ending 25 years thereafter unless sooner terminated, extended or renewed as herein provided.

Renewal Terms: One 25-year Option to Renew as set forth in the Standard Lease Provisions.

Base Rent: Primary Term: The Base Rent for the Leased Premises for the Primary Term shall be \$10.00 per year of the Primary Term. The Base Rent shall be payable beginning on the Commencement Date and on each anniversary date for the Primary Term.

Renewal Terms: At the commencement of each Renewal Term, as applicable, Base Rent shall be \$10.00.

Additional Rent: Tenant shall pay as Additional Rent any and all utilities supplied to or used or consumed thereon, all insurance premiums of every nature affecting the Leased Premises, and all operating and maintenance costs thereof as set forth in the Standard Lease Provisions.

Tenant Improvements: Tenant shall construct all tenant improvements to the Leased Premises in accordance with terms, plans, and specifications shown on the attached **Exhibit B** at Tenant's cost as specified in this Lease.

Right of First Refusal: Tenant shall have the right to purchase the Premises on the same terms and conditions as those contained in any offer to any third party, and as provided in Section 1.03 of the Standard Lease Provisions ("Right of First Refusal" or "ROFR").

Signs: Subject to the Landlord's prior written approval thereof, Tenant, at its sole cost and expense, may place a sign on the exterior of the Premises and may place a monument type sign upon the entrance to the Premises, all upon the terms and conditions set forth in the Standard Lease Provisions.

Contingency: This Lease is subject to and contingent upon Landlord's approval of the plans and specifications for Tenant's intended use, and Tenant's receipt of all required permits and approvals from all government authorities having jurisdiction over the Leased Premises for the Tenant's intended use.

STANDARD LEASE PROVISIONS

The following provisions are made a part of the Lease Agreement between Tulsa County, as Landlord, and the City of Glenpool, Oklahoma, as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

ARTICLE 1

Leased Premises

1.1 Leased Premises. Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A**.

1.2 Landlord's Reserved Rights. Except to the extent expressly limited herein, Landlord reserves full rights to control the Leased Premises (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Lease by Landlord:

To enter upon and within the Leased Premises at reasonable hours for reasonable purposes, including inspection of the Leased Premises, to show the Leased Premises to current and prospective mortgage lenders, insurers, and prospective purchasers, tenants and brokers.

In connection with entering the Leased Premises, Landlord shall provide reasonable advance notice to Tenant and take reasonable steps to minimize any interference with Tenant's business. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights of Tenant's agents, officers, employees, or soccer participants and spectators or other persons lawfully using the Leased Premises for any lawful purpose.

1.3 Right of First Refusal to Purchase Leased Premises. During the Primary Term or Renewal Term, as applicable, provided Tenant is not then in default under the terms and provisions of this Lease beyond any applicable notice and/or cure periods, if Landlord receives a bona fide unrelated third party offer to purchase all of Landlord's interest in the Leased Premises which Landlord desires to accept, Landlord shall notify Tenant thereof in writing, setting forth the terms and conditions of such offer. If requested by Tenant, Landlord shall provide Tenant with a true and correct copy of such third party bona fide offer. Tenant shall thereupon have the right to purchase the Premises on the same terms and conditions as those contained in said offer, which right shall be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's said notice ("right of first refusal" or "ROFR"). Notwithstanding the foregoing, Tenant may elect to finance the purchase regardless of whether the third party purchaser was paying the purchase price in cash or cash equivalent. Time is of the essence in the exercise of such right by Tenant. Tenant's failure to give such notice shall be deemed a waiver of its right of first refusal in that instance.

This ROFR shall expire by its own terms at midnight on the last day of the Primary Term or Renewal Term, as applicable, of this Lease, and any title examiner may rely on the expiration date unless a memorandum executed by both Landlord and Tenant is filed of record prior to such date stating that the ROFR under this

paragraph has been effectively exercised by Tenant. In the event said memorandum is not filed of record prior to such date, this ROFR shall be deemed null and void and absolutely without further force and effect.

ARTICLE 2

Term of Lease

2.1 Primary Term. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire twenty-five (25) years after the Commencement Date unless sooner terminated as herein provided.

2.2 Renewal Options. In consideration of the covenants and agreements of Tenant herein contained, Landlord does hereby grant and extend unto Tenant the following options to renew this Lease:

- (a) The option to renew this Lease upon the expiration of the Primary Term for an additional period of twenty-five (25) years commencing on the date next following the date of expiration of the Primary Term (the "First Renewal Term"). Such option shall be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to expiration of the Primary Term, time being specifically of the essence in the exercise of this option.
- (b) If Tenant shall have timely and properly exercised its first option to renew this Lease as set forth in subparagraph (a) immediately above, it shall have the further option to renew this Lease upon the expiration of the First Renewal Term for an additional or second successive twenty-five (25) year renewal term commencing on the date next following the date of expiration of the First Renewal Term (the "Second Renewal Term"). This second option to renew must be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the First Renewal Term, time being specifically of the essence in the exercise of this second option to renew.

Each of the aforesaid renewals of this Lease shall be upon the same terms and conditions as set forth herein for the Primary Term except for this Renewal Options provision and except for the amount of Base Rent to be paid during each such renewal term.

Each of the foregoing options to renew is expressly conditioned as follows: that at the time of the exercise thereof and at the time for commencement of each such Renewal Term this Lease has not been terminated and Tenant is not then in default beyond applicable notice and/or cure periods in any material respect in any of its covenants and agreements herein contained.

Should Tenant fail to exercise any of its above Options to Renew strictly in the time and manner herein provided, any holding over by Tenant after the expiration of the Primary Term or any then current Renewal Term, whichever is applicable, shall not be construed to renew or extend this Lease regardless of the circumstances of Tenant's holding over.

2.3 Lease Years. The first Lease Year of the Term of this Lease shall begin on the Commencement Date and will end on the next following June 30. The second and subsequent Lease Years will be the successive twelve (12) months of the County's Fiscal Year beginning July 1 immediately following the First Lease Year.

2.4 Surrender of Premises. Upon the termination of this Lease, however caused, Tenant shall deliver and surrender the Premises to Landlord in good order, condition and state of repair, ordinary wear

and tear and casualty and condemnation excepted, provided that consideration for the value of improvements made by Tenant may be subject to negotiation between the parties and action by their respective governing bodies.

ARTICLE 3

Rent

3.1 Base Rent during Primary Term. During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises (the "Base Rent") calculated in accordance with the rate provided in the Basic Lease Provisions. The entire annual Base Rent shall be due and payable in advance on the Commencement Date and on each subsequent July 1 during the full term of this Lease.

3.2 Base Rent during Renewal Terms. The Base Rent for the first twelve (12) months of each Renewal Term shall be the same as the preceding Primary Term or Renewal Term. Base Rent for subsequent Lease Years during the remainder of the then current Renewal Term shall be established by separate agreement between the parties.

3.3 Additional Rent. In addition to Base Rent (including increases therein as hereinabove set forth), Tenant shall also timely pay, as Additional Rent, all other sums of money as shall become due and payable by Tenant under the terms of the Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent" or otherwise. Should Tenant default in the timely payment of any such Additional Rent beyond applicable notice and/or cure periods, Landlord shall have the same remedies as are available to Landlord in the event of a default in the payment of any installment of Base Rent.

3.4 Manner of Payment of Rents: Late Payments. All Rents payable by Tenant to Landlord hereunder shall be paid without counterclaim, setoff or deduction of any nature or amount whatsoever, except as explicitly provided in this Lease. All Rents to be paid to Landlord hereunder shall be made payable to Landlord and mailed or delivered to Landlord at Landlord's notice address pursuant to Section 18.2 of this Lease, unless Landlord designates in writing a different mailing address or a different payee for said Rents. Landlord may by written notice to Tenant designate a different payee or a different mailing address for such Rents. In the event Tenant should fail to make payment of any installment of Base Rent or other payment required to be made to Landlord hereunder within five (5) days after becoming due, Tenant agrees: (a) immediately to pay to Landlord upon written demand therefor a late payment charge in a sum equal to ten percent (10%) of the unpaid amount of each such delinquent Rent installment or payment or, in lieu thereof, and at the option of Landlord exercised by written notice to Tenant, (b) immediately to pay to Landlord upon written demand therefor interest on the unpaid amount of each such Rent installment or payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum; PROVIDED HOWEVER, that neither the terms of this paragraph nor the payment of any such late charge or interest shall, in any manner or to any degree, limit Landlord in the enforcement of any remedy or the exercise of any right provided or granted Landlord by the terms of this Lease or by law, nor shall any of the provisions of this paragraph or payment of any such late charge or interest stay or be construed as a waiver, in whole or in part, of any such remedies or rights of Landlord. If Tenant fails twice during any 12-month period to make any Rent payment when due, Landlord may require by giving written notice to Tenant that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

3.5 Rent Taxes and Charges. Tenant further agrees to pay with each installment of Base Rent any excise or sales tax or other charge levied by any governmental authority upon the Rent payable hereunder or the receipt thereof.

3.6 Net-Net-Net Lease. It is specifically understood and agreed by Tenant that this Lease is what is commonly designated as a Net-Net-Net or Triple Net (“NNN”) Lease. It is the express intent of Landlord and Tenant that all Rents and other payments payable under the terms of this Lease shall be absolutely net to Landlord and that each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof, shall be borne by Tenant and Tenant shall hold Landlord harmless therefrom. Such expenses include but are not limited to all utilities, insurance, maintenance, upkeep, operations of interior and exterior, including the building, landscaping, roof, HVAC, structure and management. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole expense and responsibility of Tenant without any expense, risk, liability or obligation whatsoever to or upon Landlord or Landlord's successors or assigns or any mortgagee of Landlord.

Provided however, that Tenant shall not be responsible for (i) expenses that are subject to reimbursement by insurance carriers or other third parties; or (ii) costs incurred as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements, including this Lease.

3.7 Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party; or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law.

ARTICLE 4

Use of Premises

4.1 Uses of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Lease Provisions.

Landlord acknowledges and accepts during the Term of the Lease that the Premises shall be used and occupied by Tenant as soccer fields and related uses. The Premises shall be limited to a maximum of two (2) competitive soccer fields, unless there is a written amendment to this Lease specifying more or fewer.

Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof.

4.2 Parking. Tenant's use of parking facilities on any portion of Landlord's property at 13800 S. Peoria, Glenpool, Oklahoma, 74033, shall not exceed the combined parking capacity of one or more parking lot(s) depicted on **Exhibit C**, to be constructed by Tenant at its cost and donated to Landlord, together with such additional parking as may be provided in accordance with the terms of a separate cross-parking agreement to be entered between the Parties. All use of Premises must be limited to the existing parking lot capacity or such alternate parking as shall be provided by such cross-parking agreement. Landlord shall notify Tenant in writing of any violation of the parking restrictions and, in such case, Landlord may require Tenant to schedule only one field for use and one field to be vacant during each session of play to allow for the transition of teams and spectators.

4.3 Third Party Rental. Tenant shall allow the use of the Premises to parties who are in good standing with Tenant, meet the usage, insurance and payment obligations of this Lease, or in accordance with such other criteria as may be set by Tenant, and subject to availability of the fields. Tenant shall schedule the usage of the fields and shall charge no more than the approved Tulsa County fee for soccer field use at other Tulsa County properties. Landlord shall be responsible to communicate the approved fees and any change in the fees to Tenant. Tenant shall be responsible for collecting all fees from all parties using the Premises.

4.4 Remediation Obligations. If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Tenant shall promptly remediate as required by all applicable Federal, State, or local laws, rules, ordinances, regulations, and orders, and take all necessary actions, at its sole cost and expense, to return Premises to the condition that existed before the introduction of Hazardous Substances, and Tenant shall indemnify, hold harmless and defend Landlord therefore.

ARTICLE 5

Assignment and Subletting

5.1 Assignment or Subletting. Except as otherwise permitted by this Lease, Tenant shall not: (a) assign or in any other manner transfer this Lease or any estate or interest therein; (b) permit any assignment of this Lease or any estate or interest therein by operation of law; (c) sublet the Premises or any part thereof; (d) grant any license, concession, or other right of occupancy of any portion of the Premises without written consent of Landlord; or (e) permit the use of the Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any assignment or subletting permitted by Landlord, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the payment of Rents and for the performance of Tenant's other obligations under this Lease. Tenant hereby authorizes any permitted assignee or subtenant to make payments of Rents directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any assignee or subtenant shall constitute a novation or a release of Tenant or any guarantor of Tenant. Receipt by Landlord of Rents from any assignee, subtenant, or occupant of the Premises shall not waive any prohibition of assignment and subletting. Any attempted assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void.

If Tenant requests Landlord's consent to an assignment of the Lease or to a subletting of Premises, Tenant shall give Landlord at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, Landlord may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event Landlord does give its consent to an assignment of this Lease or a subletting of the Premises, Tenant shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of Landlord, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE 6

Maintenance and Repair of Premises; Utilities

6.1 Maintenance and Repairs. At all times during the Primary Term of this Lease and any renewals and extensions hereof, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Premises and all parts and portions thereof, including but not limited to (as applicable) the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of Tenant's sanitary sewer line to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, and all other improvements, and shall bear all costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses, except as otherwise explicitly provided herein.

Tenant shall, at Tenant's expense and as applicable, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of other property of the County. Tenant shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

Notwithstanding the foregoing, Landlord, at Landlord's sole expense, shall be responsible for repair and maintenance costs resulting from a repair that is determined by Landlord or by a trier of fact to be a design or construction defect unless such repairs or maintenance are caused by the actions or inactions of Tenant or any assignee of Tenant.

Tenant agrees throughout the Primary Term of this Lease and any renewals and extensions hereof, at Tenant's sole cost, risk and expense, (a) to take good care of the Premises, including, without limitation, any improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property of Tenant therein; and (b) to keep all of the Premises in good order and condition and promptly, at Tenant's sole cost and expense, to make all necessary repairs to the Leased Premises and all parts thereof, interior and exterior, structural and non- structural, ordinary as well as extraordinary, foreseen as well as unforeseen except as specifically provided above. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be at least equal in quality and class to the original condition of the Premises and related improvements. Tenant shall keep and maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish.

6.2 Utilities. At all times during the Primary Term of this Lease and any renewals or extensions hereof, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Premises or any part thereof on account of any expenses or charges for any

of said utility services and shall save Landlord harmless therefrom. Any utility deposits or utility connection fees or charges required by any government entity or by any public utility company furnishing utility services to the Premises, shall be deposited and/or paid by Tenant.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

ARTICLE 7

Alteration and Installation of Trade Fixtures

7.1 Alterations. Tenant may from time to time during the term of this Lease or any renewals or extensions hereof, but at Tenant's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of Landlord. Relocation or removal of non-bearing walls or partitions, if applicable, shall not be deemed a material structural change requiring Landlord's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of Landlord or not, shall be: (a) made at Tenant's sole cost, risk and expense and Landlord held harmless therefrom; (b) made in a good and workmanlike manner; (c) made in compliance with all applicable governmental laws, ordinances, regulations or other requirements; (d) made free of any liens or rights of lien; (e) made using materials at least equal to that of the original construction and shall, unless Landlord elects otherwise in writing at the time it approves the alteration or improvement, become Landlord's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Lease, however such termination may occur, all without reimbursement to Tenant for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the Premises and related improvements constituting any part of the Premises as such value existed immediately before such change or alteration nor shall the same materially impair the structural strength thereof of any structure on the Premises nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by Landlord or Landlord's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by Tenant to perform any such change, addition or alteration shall be the sole agent of Tenant and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of Landlord or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by Tenant, with or without the consent of Landlord, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of Tenant, its agents, employees, contractors or subcontractors shall be discharged of record by Tenant within ten (10) days thereafter at Tenant's sole cost and expense and Landlord held harmless therefrom.

Any renovations or remodeling of the Premises shall be at Tenants sole cost, risk and expense and shall be subject to the limitations, conditions and requirements set forth in this Section concerning the manner in which any such work is to be performed and concerning the effect thereof.

7.2 Trade Fixtures. Tenant shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Premises may be removed by it from time to time during the term of this Lease or any renewals or extensions hereof and upon the expiration of this Lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

ARTICLE 8

Tenant Signs

8.1 Erection and Maintenance of Signs. Tenant shall have the right to erect, place and maintain on the Premises, at its sole cost, risk and expense, any sign or signs designating the name and type of business being conducted on the Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign including the method of attachment or installation. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by Tenant at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of Tenant (which shall be at its sole cost, risk and expense), Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

8.2 Removal of Signs. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs. Installations, modifications, repairs and removal of signs, Tenant's name and logo shall be made by Tenant in such manner as to avoid injury, defacement or overloading of any portion of the Premises and any damages caused by such installation, modification, repair or removal of the signs, name and logo of Tenant shall be promptly repaired by Tenant at its sole cost and expense.

ARTICLE 9

Taxes and Assessments

9.1 Impositions. Landlord and Tenant are tax exempt entities and, as such, no taxes or other impositions related to the Premises shall be due or payable from Tenant.

9.2 Exclusions. Nothing in this Lease shall require Tenant to pay any capital levy, franchise, succession or transfer tax of Landlord or any income or excess profits tax levied upon Landlord.

9.3 Receipts. Intentionally omitted.

9.4 Tenant's Contest of Imposition. Intentionally omitted

9.5 Tenant's Fixtures/Personal or Real Property Tax. As Tenant is a tax-exempt entity, this Section is intentionally omitted.

ARTICLE 10

Insurance and Indemnification

10.1 Casualty Insurance. Tenant agrees, at Tenant's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Lease and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Premises and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. Tenant specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. Tenant shall endorse its insurance policies to name Landlord as additional insured.

10.2 Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease and any renewals and extensions thereof, to maintain for the mutual benefit of Landlord and Tenant, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by Tenant, in such amounts per occurrence and in the annual aggregate as meet the requirements of the Governmental Tort Claims Act. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured. The general public liability insurance policy to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.3 Worker's Compensation Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code). The Worker's Compensation Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.4 Business Automobile Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard form (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. Intentionally omitted.

10.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon the execution of this Lease and in any event no later than prior to the Commencement Date, Landlord and Tenant shall deliver to the other party certificates duly issued by their respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will endeavor to provide prior written notice of at least thirty (30) days' notice of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each party reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by Tenant hereunder shall designate Landlord as an additional insured as their respective interests may appear and may be carried under blanket policies maintained by Tenant if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by Landlord hereunder may provide for such deductible as is customarily provided for in insurance maintained by Landlord with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall (i) contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 11 below, and (ii) provide for the benefit of Landlord, Tenant and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and (iii) shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. The loss, if any under any fire and extended coverage policy or policies provided for in this Article 10 shall be adjusted with the insurance company or companies by the Landlord and Tenant and the loss as so adjusted shall be paid to Landlord and deposited and held by Landlord in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of Landlord/Tenant. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, invitees or employees.

Landlord shall indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with Landlord's acts or omissions, or the acts or omissions of Landlord's employees, invitees, agents, or contractors, on or about the Premises.

10.9 Tenant's Insurance on Its Property. Tenant shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of Landlord or Landlord's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Lease shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured party.

ARTICLE 11

Damage or Destruction of Premises and Related Improvements

11.1 Repair or Replacement of Premises and Related Improvements. In the event that the Premises or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, Tenant covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of Tenant or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, Tenant agrees:

- (a) That if the cost of such repairs, replacement, rebuilding or restoration exceeds the sum of One Hundred Thousand Dollars (\$100,000.00), the same shall be conducted under the supervision of a licensed architect or engineer selected by Landlord;
- (b) No such work shall be undertaken until Tenant shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof; and
- (c) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, Landlord, upon written request from Tenant, shall furnish Tenant with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and
- (d) If any materialmen's or mechanics' or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by Landlord within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by either Landlord or Tenant, or mortgagee of either, on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by the Landlord and Tenant and used by Landlord and Tenant from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if within one (1) year prior to the expiration of the Primary Term of this Lease or during any extension or renewal hereof, the Premises shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the property area of the Premises untenable for its intended use and provided that, at the time of such destruction or damage, Tenant shall not be in default hereunder beyond any applicable notice and/or cure periods, Tenant shall have the option of: (a) causing Landlord to restore, repair, replace, rebuild or alter the Premises and related improvements as aforesaid, provided, Tenant

advises Landlord in writing of its intent to exercise its option to renew the Lease, or (b) of terminating this Lease, PROVIDED, Tenant shall, within ninety (90) days after such destruction or damage, give Landlord notice as of the date, to be specified in said notice, which date shall not be fewer than ten (10) days from the date of said notice, that Tenant elects to terminate this Lease. In the event of such termination, Landlord shall not be required to restore, repair, replace, rebuild or alter the Premises and related improvements or to pay the cost thereof. If Tenant does not elect to cause Landlord to restore the Premises and related improvements, but instead to terminate this Lease, the Tenant will nevertheless be obligated upon such termination to assist the Landlord in recovery of the proceeds of Landlord's insurance covering the Premises and improvements. Tenant's right to terminate this Lease as in this paragraph provided shall be subject to the condition that Tenant pay all Rents and all of the financial obligations payable by Tenant hereunder up to the date specified in the notice of termination given by Tenant to Landlord, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of Tenant's Obligations. Except as hereinabove specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay all Rents and financial obligations payable under the terms of this Lease or to relieve Tenant from any of its other obligations hereunder and Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of Tenant, except to the extent Landlord shall have received insurance proceeds for such Rent or as expressly provided in this Lease.

ARTICLE 12

Eminent Domain

12.1 Substantial Taking. If the whole or any substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Premises shall occur and the Rent, and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date. If only a portion of the Premises shall be taken in condemnation or sold to a condemning authority by Landlord under threat of condemnation, but such taking or sale prevents the practical use of the remaining portion thereof for the permitted purposes, then this Lease shall terminate upon ten (10) days written notice of termination given by Tenant to Landlord, such notice to be given not less than thirty (30) days following the date of possession of that portion of the Premises so taken or sold is required by the condemning authority.

12.2 Partial Taking. If a taking of only a portion of the Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Premises forming a part of the Premises. The taking of all or any part of the Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

12.3 Disposition of Award or Sale Proceeds. If the Premises or any part thereof is taken under any governmental law, ordinance or regulation or by exercise of the right of eminent domain or is sold by Landlord under threat of eminent domain proceedings, the entire award or the entire sales proceeds or damages to the Premises, including the Premises and leasehold improvements forming a part of the Premises, shall be the sole property of Landlord, and Tenant does by these presents hereby assign unto Landlord all of Tenant's right, title and interest in any joint award pursuant to any such eminent domain proceedings or sales proceeds paid pursuant to threat of eminent domain proceedings, and Tenant authorizes and empowers Landlord in Tenant's name to receipt and give credit therefor and to make, execute and deliver in Tenant's name any release or other instruments that may be required to recover any such award or sale proceeds. Provided, any damages awarded as compensation for loss of business by Tenant and cost of removal or relocation of Tenant's business shall belong to it.

ARTICLE 13.

Subordination; Non Disturbance

13.1 Subordination to Mortgage; Non-disturbance of Tenant. Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 Attornment by Tenant. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 14

Estoppel Certificate

14.1 Execution and Delivery of Estoppel Certificate. Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by

Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;
- (b) Tenant has accepted possession and now conducts business in the Premises;
- (c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied;
- (d) That Tenant has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Lease as of the date of such certificate;
- (e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and
- (f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 15.

Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 Right to Perform Tenant's Covenants. Tenant agrees that if it shall at any time fail to pay any Imposition, or to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of Tenant agreed by it herein to be made or performed, then Landlord or any mortgagee of Landlord may, but shall not be obligated to do so, and without further notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained and without waiver of any other remedy or right granted Landlord by the terms of this Lease:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by Tenant and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on Tenant's part to be made or performed as in this Lease provided,

All sums so paid by Landlord or Landlord's mortgagee and all costs and expenses incurred by Landlord or Landlord's mortgagee in performing or causing to be performed acts on Tenant's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by Landlord or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per

annum from the date of making such expenditure by Landlord or its mortgagee, at the option of Landlord or its mortgagee, shall be payable by Tenant to Landlord or to Landlord's mortgagee, whichever is applicable, as Additional Rent hereunder and shall be due and payable on demand, and Tenant agrees to pay any such sum or sums with interest as aforesaid. Landlord shall have, in addition to any other right or remedy of Landlord granted by law, the same rights and remedies in the event of nonpayment of any such Additional Rent by Tenant as in the case of default by Tenant in the payment of Base Rent payable under the terms hereof. Neither Landlord nor Landlord's mortgagee shall be required to inquire into the correctness of the amount or validity of any Imposition or lien which may be paid by Landlord or its mortgagee hereunder and shall have full authority in Landlord's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 16

Default of Tenant

16.1 Events of Default. The following events shall be deemed to be Events of Default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.
- (c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets.
- (d) Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due.
- (e) Tenant shall make a general assignment for the benefit of its creditors.
- (f) Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law.
- (g) Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.
- (h) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.
- (i) If an Order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Tenant a bankrupt or insolvent, or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant, or of all or substantially all of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

16.2 Remedies of Landlord. Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remediating or restoring the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and relet the Premises and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Premises or otherwise.
- (c) Without terminating this Lease, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant or Tenant's property from such action, whether caused by the negligence of Landlord, or Landlord's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents due to Landlord hereunder or of any of the damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord shall take reasonable steps to mitigate Landlord's damages. Failure or delay by Landlord to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by Tenant of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, Tenant hereby waives the defense that Landlord has a speedy or adequate remedy at law.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's

fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

ARTICLE 17

Default of Landlord

17.1 Default of Landlord. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other persons; and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any officer, administrator, employee or agent of Landlord shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Premises. In no event shall Landlord or any officer, administrator, employee or agent of Landlord be liable to Tenant for any indirect, special or consequential damages.

ARTICLE 18

Miscellaneous Provisions

18.1 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of any applicable term of this Lease and without execution of a new lease agreement, it shall be deemed to be occupying the Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment hereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.

18.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (a) personally delivered to the intended recipient(s) at the addresses specified below; (b) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (c) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the

date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Landlord:

Attn: Chairperson Tulsa County Board of County Commissioners
500 S. Denver
Tulsa, Oklahoma 74107

If to Tenant:

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

18.3 Applicable Law. This Lease shall be governed by and enforced and construed exclusively under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.

18.4 Recording – Memorandum of Lease. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

18.5 Insufficient Payment or Delay in Payment of Rents or Other Financial Obligations. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents or other financial obligations herein agreed to be paid by Tenant shall be deemed to be other than on account of the earliest Rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or any other form payment by Tenant to Landlord shall be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other financial obligation or pursue any other remedy in this Lease or by law provided.

18.6 Quiet Enjoyment. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.

18.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.

18.8 Entirety. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

18.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.

18.10 Duplicate Originals. Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original.

18.11 Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

18.12 Severability. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this Lease.

18.13 Binding Effect. This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

18.14 Approval or Consent. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

18.15 Representations and Warranties.

Landlord represents and warrants that:

- (a) Landlord holds fee simple title to the Premises;
- (b) Landlord has the authority to enter into this Lease and the party signing this Lease on behalf of Landlord has the power and authority to sign this Lease on behalf of Landlord. No consent of any third party is required in order for Landlord to enter into this Lease and perform Landlord's obligations hereunder;
- (c) Neither the execution nor delivery of this Lease by Landlord nor the performance by it pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Landlord is a party;
- (d) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises by the purposes permitted by this Lease;
- (e) There are no underlying or superior leases with respect to the Premises;

Tenant represents and warrants that:

- (a) Tenant has the authority to enter into this Lease and the party signing this Lease on behalf of Tenant has the power and authority to sign this Lease on behalf of Tenant. No consent of any third party is required in order for Tenant to enter into this Lease and perform Tenant's obligations hereunder;

- (b) Neither the execution nor delivery of this Lease by Tenant nor the performance by in pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Tenant is a party;
- (c) There are no actions or proceedings pending or to Tenant's knowledge, threatened against Tenant which may in any manner whatsoever affect the validity or enforceability of this Lease.

As of the _____ day of _____, Landlord and Tenant have signed below to reflect their agreement to this Lease Agreement and such Exhibits as are expressly referenced and incorporated therein.

TULSA COUNTY, Landlord

By: Chairperson
Tulsa County Board of County Commissioners

CITY OF GLENPOOL, Tenant

By: Mayor, Timothy Lee Fox

EXHIBIT A

Leased Premises

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a 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 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 B

Construction Plans

Bid documents include all site improvement plans, plans for the concession building, and all supporting specifications (Exhibit “B”).

EXHIBIT C

Parking Lot

(See terms of Section 4.2)

Bid documents include parking lot construction plans. Each new parking lot will have a separate plan sheet. The bid package has been divided into the "Base Project," as well as a list of Add-Alternate sub-projects that may or may not end up being installed in the first phase of construction, depending on budget constraints. The current Base Project includes a new northwestern parking lot and the southern extension of the existing parking lot. The new lot on the southerly side of the project is to be considered one of the Add-Alternate projects that may, or may not, be constructed in the first phase of the project.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: APPROVAL OF CITY OF GLENPOOL RESOLUTION NO. 16-11-02
REQUESTING ODOT APPROVAL FOR TRAFFIC CONTROL SIGNAGE**

DATE: NOVEMBER 9, 2016

BACKGROUND

This item is for Council consideration and action regarding the review and approval of City of Glenpool Resolution No. 16-11-02. This resolution covers a request to the State of Oklahoma Transportation Commission for consideration and approval to install temporary traffic control signage (stop signs) at the intersection of US Highway 75 and 151st Street. This request will cover the installation of interim stop signs that will control the entry and exiting traffic flow onto and off US Highway 75 from 151st Street. As you may recall, City of Glenpool Resolution No. 16-03-01 was passed by the Council in March, 2016. This resolution covered the City's request for approval to enter into agreements with the State necessary to move ahead with the installation of traffic control signals at this intersection. The resolution and supporting Traffic Impact Study was sent to ODOT in March requesting approval for Federal cost-share funding for these improvements. In the interim, the City requested the installation of stop signs similar to those that were installed at the north-bound off-ramp on US 75 at 121st Street. In response to the request for the temporary stop signs, ODOT is requiring the City Council to formally approve an additional Resolution covering that request – separate from the previous request for actual signalization. The attached Resolution No. 16-11-02 results from this latest request from ODOT in this matter.

Staff Recommendation

At this time, Staff recommends approval of resolution No. 16-11-02 and authorization for Mayor Fox to execute the document on behalf of the City of Glenpool.

Attachments:

- A. Resolution No. 16-11-02
- B. Project Vicinity Mapping

RESOLUTION NO. 16-11-02

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, AGREEING WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION TO MODIFY TRAFFIC CONTROL AT THE RAMPS OF US-75 AND SH-67, CHANGING THE TRAFFIC CONTROL FROM A SINGLE WAY STOP TO AN ALL WAY STOP, AT BOTH THE NORTHBOUND AND SOUTHBOUND RAMPS

WHEREAS, the Oklahoma Department of Transportation (ODOT) and the City of Glenpool (the City) have performed Traffic Studies, finding an All Way Stop to be warranted; and

WHEREAS, because of the difficulty of turning eastbound from the southbound direction, there are issues with southbound ramp traffic backing onto or near the through lanes of US-75 during the PM peak hour; and

WHEREAS, the City herein also requests the All Way Stop as an interim measure, until intersections meet warrants for traffic signals per the Manual on Uniform Traffic Control Devices or some other safety mitigation AND said location qualifies for a safety project on ODOT's priority list or some other funding mechanism.

NOW, THEREFORE, BE IT RESOLVED that ODOT is hereby requested to revise the traffic control and add the appropriately placed signs.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Glenpool and duly signed by the Mayor this ____ day of _____ ,

THE CITY OF GLENPOOL, OKLAHOMA

By: _____
Timothy J Fox - Mayor

ATTEST: _____
Susan White - City Clerk



OFF-RAMP
SIGNAL

PROPOSED ON-RAMP
SIGNAL

US 75 HWY

151st Street

S VANCOUVER AVE
S WACO AVE
S XENOPHON AVE
HW75SB OFF RAMP TO 151 ST

151 ST ON RAMP TO HW75NB

S DOGWOOD ST

S FERN ST

E 149 ST
S FERN CT

S HW75SB EXPY
S HW75NB EXPY
S OKKULGEESB EXPY
S OKKULGEESB EXPY
151 ST ON RAMP TO HW75SB

S HW75NB EXPY
S OKKULGEESB EXPY
S OKKULGEESB EXPY
HW75NB RAMP TO 151 ST



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, November 15, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from October 3, and October 17, 2016 meetings.
 - 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.
(Roger Kolman, Trust Manager)
 - 3) Discussion and possible action to approve 2017 Meeting Calendar.
(Susan White, City Clerk)
- 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

November 15, 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.
- ODEQ was on site on Nov 7th for the annual CEI inspection.
- Responded to the NOV letter from ODEQ stating that all repairs have been completed and the BOD sample results are below the discharge permit limits.
- 2 sewer backups: They were on the customer side.

Water Distribution:

- Meter reading started on September 30th.
- Meter reading was completed on October 13th.
- Total rereads for October were 184 of which 24 were incorrect reads and 5 were sent out for 2nd re reads.
- 233 Service Orders, 12 Blue tags were issued by the water billing dept.
- 9 New construction meters were set and 9 meter replacements.
- 512 Line locates were issued by call Okie.
- 12 Field work orders were issued.
- 197 turned off for nonpayment.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
October 3, 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 and Julie Casteen, Trust Treasurer.

Also present was Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 6:51 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.
 - Maintenance to the diffuser membrane and blower systems has been completed.
- Mr. Richter provided specific data regarding routine Water Department activities.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to approve minutes from September 6, and September 19, 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 (Trustees Agee and Kearns specified approval for only September 6 minutes)
AGAINST: None
ABSTAIN: Trustee Agee, Trustee Kearns (Re: September 19 due to absence)
Motion carried.
- 2) **Discussion and possible action to approve a quote from Tulsa Civil Contractors LLC for sanitary sewer repair at Eden South Addition at a cost not to exceed \$14,500.00.**
Lynn Burrow, Community Development Director described a need to modify and improve the sewer main line serving parts of Eden South addition.
MOTION: Trustee Kearns moved, second by Trustee Agee to approve the Proposal from Tulsa Civil Contractors LLC at a cost not to exceed \$14,500.
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 7:00 p.m.

Date

Chairman

ATTEST:

Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
October 17, 2016

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

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

- A) **Chairman Fox called the meeting to order at 9:11 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business:**
 - 1) **Discussion and possible action to concur in the action to the City Council to accept maintenance of public waterline improvements recently installed for the purpose of water service to the newly constructed Whataburger restaurant located at 12110 S. Waco, Southwest Crossroads Addition, Glenpool, Oklahoma.**
MOTION: Trustee Kearns moved, second by Trustee Agee to concur in the action of the City Council to accept maintenance of public waterline improvements recently installed for the purpose of water service to the newly constructed Whataburger restaurant located at 12110 S. Waco, Southwest Crossroads Addition, Glenpool, Oklahoma.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
- D) **Adjournment.**
 - There being no further business, Chairman Fox declared the meeting adjourned at 9:13 p.m.

Date

Chairman

ATTEST:

Secretary



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: November 15, 2016
Subject: Agreed Upon Procedures Engagement

Background:

In May 2015 the City of Glenpool/Glenpool Utility Service Authority ('City') and Creek County Rural Water District No. 2 ('District') entered into an agreement of settlement and release ('Agreement') regarding ongoing litigation. In part, that agreement created a process for, and a requirement, to engage an independent certified public accountant to review the process, procedures, and reports generated by each utility regarding services provided to customers in certain areas of the Glenpool fence line.

Anne Elfrink, CPA completed the first of the annual agreed upon procedures engagements and issued a report thereon to the parties to the Agreement detailing her firm's findings from that engagement. The City's staff, as well as the District's staff, were pleased with the work that Ms. Elfrink's firm did in the initial engagement, and are recommending that the firm be engaged to perform the work for the years ended June 30, 2017 and 2018 as well. The City will be required to reaffirm the engagement for the 2018 fiscal year to avoid obligating funds beyond one year.

The proposed fees for the two annual periods are \$9,900 and \$10,200 which will be evenly split between the City and the District.

Staff Recommendation:

Staff recommends approval of the engagement letter for Agreed Upon Procedures to be performed by Anne Elfrink, CPA.

Attachments:

Anne Elfrink, CPA engagement letter

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCP, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

October 24, 2016

City of Glenpool/Glenpool Utility Service Authority and
Creek County Rural Water District No. 2
12205 S. Yukon Ave.
Glenpool, OK 74033

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2 for the audit period of July 1, 2016 through June 30, 2017, with an option to reaffirm the agreement for the audit period of July 1, 2017 through June 30, 2018.

SCOPE OF SERVICES

We will apply the agreed-upon procedures described below to be performed in accordance with the applicable attestation standards of the American Institute of Certified Public Accountants and the fieldwork reporting standards in *Government Auditing Standards*. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the schedule below for any purpose. If, for any reason, we are unable to complete the procedures, we will describe the restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on the financial statements, underlying data, or the procedures being conducted to prepare such statements. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2. It should not be used by anyone other than the specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the parties.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The specific procedures to be performed are:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by the Auditor in writing.
2. We will obtain building permit records for all new construction within the Permissive Area during the Auditable Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.
3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Auditable Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. We will document our understanding in writing.
2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.
3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. We will compare the calculation above to the actual amounts paid to Glenpool for the Auditable Period and reconcile any differences noted.

Procedures Applicable to Creek-2 and Glenpool

- I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling*, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.
2. We will perform any other procedures we reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

We understand that your employees will assist in locating documents and obtaining data files we request.

The documentation for this engagement is the property of Anne Marie Elfrink, MS, CPA and constitutes confidential information. This documentation will be retained for a minimum of five years after the report release date.

Our fee for these services will be a flat baseline fee of \$9,900 for the audit period covering July 1, 2016 through June 30, 2017 plus \$10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area. If reaffirmed, our fee for these services will be a flat baseline fee of \$10,200 for the audit period covering July 1, 2017 through June 30, 2018 plus \$10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area.

Our invoice for these fees will be rendered upon delivery of our final report and is payable on presentation. However, if we are prevented from continuing our work due to delays in availability of client staff or information, or any other mechanism outside of the jurisdiction and control of our firm, we will bill for services rendered on a monthly basis at our standard rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If an expansion of scope beyond those specific procedures identified above is necessary, we will discuss it with you before we incur additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Glenpool and Creek County Rural Water District No. 2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Anne Marie Elfrink, MS, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool and Creek County Rural Water District No 2 for the audit period of July 1, 2016 through June 30, 2017.

FOR THE CITY OF GLENPOOL:

By: _____

Title: _____

Date: _____

FOR THE GLENPOOL UTILITY SERVICE AUTHORITY:

By: _____

Title: _____

Date: _____

FOR THE CREEK COUNTY RURAL WATER DISTRICT NO. 2:

By: _____

Title: _____

Date: _____



Date: November 15, 2016

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2017 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

The attached meeting schedules represent the City Council meetings as well as the Trust Authorities and GEMS. They are identical to 2016 in frequency and convening time for each public body. I have also provided a calendar which identifies proposed meeting dates for each body, holidays and Planning Commission/BOA proposed meetings.

Attached

- 2017 Meeting Schedules
- 2017 Meeting Calendar

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
FEBRUARY 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
MARCH 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
APRIL 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
MAY 1, 2017	6:30 P.M.	GLENPOOL CITY HALL
JUNE 5, 2017	6:30 P.M.	GLENPOOL CITY HALL
JULY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
AUGUST 7, 2016	6:30 P.M.	GLENPOOL CITY HALL
SEPTEMBER 5, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
OCTOBER 2, 2016	6:30 P.M.	GLENPOOL CITY HALL
NOVEMBER 14, 2017*	6:30 P.M.	GLENPOOL CITY HALL
DECEMBER 12, 2017*	6:30 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:
TRUSTEES OF THE GLENPOOL UTILITY SERVICE AUTHORITY
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the 15th day of November 2016

Signed: _____

**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, November 15, 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 October 3, and October 17, 2016 meetings.
 - 2) Discussion and possible action to approve 2017 Meeting Calendar.
(Susan White, City Clerk)
- 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
October 3, 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 7:00 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 September 6, 2016 meeting.**

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 proposal from South Tulsa Carpet & Tile for carpet replacement at Glenpool Conference Center at a cost not to exceed \$31,077.50.**

Lea Ann Reed, Glenpool Conference Center Director informed Trustees of the condition of the existing carpet in the hallways at the conference center, noting it had reached the end of its useful life and needed to be replaced. Mrs. Reed informed trustees that \$35,000 was included in the budget for that purpose. She solicited quotes for replacement from four sources. South Tulsa Carpet & Tile submitted a proposal for \$31,077.50. Mrs. Reed recommended Board approval.

MOTION: Trustee Lund moved, second by Trustee Kearns to approve the Proposal from South Tulsa Carpet & Tile at a cost not to exceed \$31,077.50.

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 7:07 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING
October 17, 2016**

The Special 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 9:14 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 concur in the action of the City Council to adopt Resolution No. 16-10-02 for the purposes of creating a Tax Increment Financing District, appointing a Project Plan Review Committee and such other actions necessary and appropriate to implement the proposal described in said Resolution.**

MOTION: Trustee Kearns moved, second by Trustee Lund to concur in the action of the City Council to adopt Resolution No. 16-10-02 for the purposes of creating a Tax Increment Financing District, appointing a Project Plan Review Committee and such other actions necessary and appropriate to implement the proposal described in said Resolution.

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

AGAINST: None

Motion carried.

- 2) Discussion and possible action to concur in the action of the City Council to approve retainer agreement engaging Hilborne & Weidman, PC, as bond counsel and Lowell Peterson as local counsel to provide legal services in support of creating the proposed Tax Increment Financing District and providing funds to promote investment, development and economic growth within the City of Glenpool, as authorized by Resolution No. 16-10-02, adopted this date, for a fee of \$30,000.00, such funds to be reimbursed to the City as an eligible project cost.**

MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to concur in the action of the City Council to approve retainer agreement engaging Hilborne & Weidman, PC, as bond counsel and Lowell Peterson as local counsel.

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 9:17 p.m.

Date

Chairman

ATTEST:

Secretary



Date: November 15, 2016

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2017 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

The attached meeting schedules represent the City Council meetings as well as the Trust Authorities and GEMS. They are identical to 2016 in frequency and convening time for each public body. I have also provided a calendar which identifies proposed meeting dates for each body, holidays and Planning Commission/BOA proposed meetings.

Attached

- 2017 Meeting Schedules
- 2017 Meeting Calendar

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL INDUSTRIAL AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
FEBRUARY 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
MARCH 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
APRIL 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
MAY 1, 2017	6:30 P.M.	GLENPOOL CITY HALL
JUNE 5, 2017	6:30 P.M.	GLENPOOL CITY HALL
JULY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
AUGUST 7, 2016	6:30 P.M.	GLENPOOL CITY HALL
SEPTEMBER 5, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
OCTOBER 2, 2016	6:30 P.M.	GLENPOOL CITY HALL
NOVEMBER 14, 2017*	6:30 P.M.	GLENPOOL CITY HALL
DECEMBER 12, 2017*	6:30 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:

TRUSTEES FROM THE GLENPOOL INDUSTRIAL AUTHORITY

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 15th day of November 2016

Signed: _____

**NOTICE
GLENPOOL CEMETERY TRUST AUTHORITY
MEETING**

A Regular Session of the Glenpool Cemetery Trust Authority will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority meeting, Tuesday, November 15, 2016, at Glenpool City Hall, City Council Chambers, 3rd Floor, 12205 S. Yukon Ave., 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 9, and December 14, 2015.
 - 2)** Discussion and possible action to approve 2017 Meeting Calendar.
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, 2016, at ____:_____ am/pm.

Signed: _____
City Clerk

**MINUTES
GLENPOOL CEMETERY TRUST AUTHORITY
November 9, 2015**

A Regular Session of the Glenpool Cemetery Trust Authority was held at 7:01 p.m., Council Chambers, Glenpool City Hall. Trustees present were: Jennifer Ballew, Patricia Agee, Brandon Kearns, Momodou Ceesay, Vice Chairman and Tim Fox, Chairman.

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

- A) Chairman Fox called the meeting to order at 7:01 p.m.**
- B) Susan White, Secretary called the roll; Chairman Fox declared a quorum present.**
- C) Scheduled Business:**

1) Discussion and possible action to approve minutes from November 10, 2014.

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

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

AGAINST: None

Motion carried.

2) Discussion and possible action to approve 2016 Schedule of Regular Meetings.

MOTION: Trustee Ballew moved, second by Trustee Agee to amend 2016 Schedule to reflect a 6:30 p.m. meeting time; designate Tuesday, November 15, 2016 and Tuesday, December 13, 2016 as meeting dates for those respective months, and approve as amended.

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

AGAINST: None

Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 7:02 p.m.

ATTEST:

Date

Chairman

Secretary

**MINUTES
GLENPOOL CEMETERY TRUST AUTHORITY
December 14, 2015**

A Special Session of the Glenpool Cemetery Trust Authority was held at 8:30 p.m., Council Chambers, Glenpool City Hall. Trustees present were: Jennifer Ballew, Patricia Agee, Brandon Kearns, Momodou Ceesay, Vice Chairman and Tim Fox, Chairman.

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

- A) Chairman Fox called the meeting to order at 8:30 p.m.**
- B) Susan White, Secretary called the roll; Chairman Fox declared a quorum present.**
- C) Scheduled Business:**
 - 1) Discussion and possible action to approve minutes from May 4, 2015 Special Meeting.**
MOTION: Trustee Kearns moved, second by Trustee Agee to approve minutes as presented.
FOR: Trustee Ballew; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
- D) Adjournment**
 - There being no further business, Chairman Fox declared the meeting adjourned at 8:31 p.m.

Date

ATTEST:

Chairman

Secretary



Date: November 15, 2016

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2017 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

The attached meeting schedules represent the City Council meetings as well as the Trust Authorities and GEMS. They are identical to 2016 in frequency and convening time for each public body. I have also provided a calendar which identifies proposed meeting dates for each body, holidays and Planning Commission/BOA proposed meetings.

Attached

- 2017 Meeting Schedules
- 2017 Meeting Calendar

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL CEMETERY TRUST AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
NOVEMBER 14, 2017	6:30 P.M.	GLENPOOL CITY HALL

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:
TRUSTEES OF THE GLENPOOL CEMETERY TRUST AUTHORITY
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the 15th day of November 2016

Signed: _____

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 Cemetery Trust Authority meeting, Tuesday, November 15, 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 October 3, and October 25, 2016 meetings.
 - 2) Discussion and possible action to approve 2017 Meeting Calendar.
(Susan White, District Adm/Sec)
- 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
Director 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, Director of Operations

Date: November 10, 2016

Ref: EMS Report September 27, 2016 – November 09, 2016

During September 27th through November 9, 2016 we logged 184 responses. Of those 184 responses 43 patients refused transport, 13 were cancelled calls, 8 calls required mutual aid from a neighboring EMS service, 1 patient was flown by helicopter and 1 call was logged as no patient found. 21 calls utilized a second Mercy Regional ambulance while the first ambulance was already on a call.

As requested we did send a representative by the nursing home and Redbud Village with information about our subscription program. We now have close to fifty participants in the program.

Crews participated in the Glenpool Spooktacular Fest on October 23rd at the Glenpool Conference Center. We also took an ambulance to the Pecan Estates Fall Festival on October 29th. Both events were a lot of fun and we were able to talk to many citizens and pass out a bunch of candy to little citizens.

CRun	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Clear	Unit
16-2388	9/27/2016 08:40	EMERGENCY SCENE	ST. JOHN TULSA	9/27/2016 08:40	9/27/2016 08:42	9/27/2016 08:43	9/27/2016 09:02	9/27/2016 09:19	9/27/2016 09:44	MEDIC 401
16-2390	9/27/2016 08:46	EMERGENCY SCENE		9/27/2016 08:52	9/27/2016 08:52	9/27/2016 08:52	9/27/2016 09:07	9/27/2016 09:07	9/27/2016 09:07	MUTUAL AID RECIEVED
16-2395	9/27/2016 09:47	EMERGENCY SCENE	HILLCREST SOUTH	9/27/2016 09:47	9/27/2016 09:48	9/27/2016 09:53	9/27/2016 10:18	9/27/2016 10:34	9/27/2016 11:06	MEDIC 102
16-2418	9/27/2016 19:17	EMERGENCY SCENE	ST. JOHN TULSA	9/27/2016 19:18	9/27/2016 19:19	9/27/2016 19:19	9/27/2016 19:37	9/27/2016 20:00	9/27/2016 20:28	MEDIC 401
16-2422	9/27/2016 22:33	EMERGENCY SCENE	OSU MEDICAL CENTER	9/27/2016 22:33	9/27/2016 22:33	9/27/2016 22:35	9/27/2016 22:50	9/27/2016 23:11	9/27/2016 23:33	MEDIC 401
16-2425	9/28/2016 03:24	EMERGENCY SCENE	HILLCREST SOUTH	9/28/2016 03:25	9/28/2016 03:27	9/28/2016 03:31	9/28/2016 04:37	9/28/2016 04:57	9/28/2016 05:18	MEDIC 401
16-2431	9/28/2016 09:11	EMERGENCY SCENE	ST. FRANCIS TULSA	9/28/2016 09:14	9/28/2016 09:14	9/28/2016 09:15	9/28/2016 09:30	9/28/2016 09:51	9/28/2016 10:27	MEDIC 401
16-2438	9/28/2016 10:17	EMERGENCY SCENE	HILLCREST SOUTH	9/28/2016 10:17	9/28/2016 10:18	9/28/2016 10:21	9/28/2016 10:45	9/28/2016 11:04	9/28/2016 11:39	MEDIC 115
16-2452	9/28/2016 14:13	EMERGENCY SCENE	ST. FRANCIS SOUTH	9/28/2016 14:13	9/28/2016 14:14	9/28/2016 14:19	9/28/2016 14:51	9/28/2016 15:21	9/28/2016 16:06	MEDIC 401
16-2470	9/28/2016 23:54	EMERGENCY SCENE	ST. FRANCIS SOUTH	9/28/2016 23:55	9/28/2016 23:56	9/28/2016 23:56	9/29/2016 00:24	9/29/2016 00:44	9/29/2016 01:02	MEDIC 401
16-2471	9/29/2016 00:39	EMERGENCY SCENE	HILLCREST SOUTH	9/29/2016 00:39	9/29/2016 00:39	9/29/2016 00:47	9/29/2016 01:17	9/29/2016 01:37	9/29/2016 02:01	MEDIC 102
16-2476	9/29/2016 07:34	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/29/2016 07:34	9/29/2016 07:36	9/29/2016 07:38	9/29/2016 07:46	9/29/2016 07:46	9/29/2016 07:46	MEDIC 401
16-2485	9/29/2016 10:44	EMERGENCY SCENE	ST. FRANCIS TULSA	9/29/2016 10:47	9/29/2016 10:47	9/29/2016 10:50	9/29/2016 11:41	9/29/2016 12:06	9/29/2016 12:48	MEDIC 401
16-2499	9/29/2016 15:55	EMERGENCY SCENE	ST. FRANCIS TULSA	9/29/2016 15:56	9/29/2016 15:57	9/29/2016 16:00	9/29/2016 16:18	9/29/2016 16:41	9/29/2016 17:00	MEDIC 401
16-2540	9/30/2016 17:34	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/30/2016 17:34	9/30/2016 17:34	9/30/2016 17:39	9/30/2016 17:52	9/30/2016 18:15	9/30/2016 18:33	MEDIC 401
16-2541	9/30/2016 17:50	EMERGENCY SCENE	CANCELLED ENROUTE	9/30/2016 17:51	9/30/2016 17:53	9/30/2016 17:56	9/30/2016 17:56	9/30/2016 17:56	9/30/2016 17:56	MEDIC 110
16-2544	9/30/2016 21:09	EMERGENCY SCENE	ST. JOHN TULSA	9/30/2016 21:10	9/30/2016 21:10	9/30/2016 21:14	9/30/2016 21:46	9/30/2016 22:01	9/30/2016 22:18	MEDIC 401
16-2545	9/30/2016 21:09	EMERGENCY SCENE	CANCELLED ENROUTE	9/30/2016 21:10	9/30/2016 21:10	9/30/2016 21:14	9/30/2016 21:50	9/30/2016 21:50	9/30/2016 21:50	MUTUAL AID RECIEVED
16-2546	9/30/2016 21:09	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/30/2016 21:10	9/30/2016 21:10	9/30/2016 21:14	9/30/2016 21:52	9/30/2016 21:52	9/30/2016 21:52	MEDIC 401
16-2553	10/1/2016 01:48	EMERGENCY SCENE	HILLCREST SOUTH	10/1/2016 01:48	10/1/2016 01:48	10/1/2016 01:53	10/1/2016 02:15	10/1/2016 02:31	10/1/2016 02:52	MEDIC 401
16-2561	10/1/2016 14:57	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/1/2016 14:57	10/1/2016 14:57	10/1/2016 14:57	10/1/2016 15:44	10/1/2016 15:44	10/1/2016 15:44	MEDIC 401
16-2573	10/1/2016 22:55	EMERGENCY SCENE	ST. FRANCIS TULSA	10/1/2016 22:56	10/1/2016 22:56	10/1/2016 22:58	10/1/2016 23:13	10/1/2016 23:33	10/1/2016 23:54	MEDIC 401
16-2577	10/2/2016 02:06	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/2/2016 02:06	10/2/2016 02:10	10/2/2016 02:10	10/2/2016 02:10	10/2/2016 02:10	10/2/2016 02:10	MEDIC 401
16-2580	10/2/2016 06:35	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/2/2016 06:37	10/2/2016 06:38	10/2/2016 06:43	10/2/2016 06:59	10/2/2016 07:21	10/2/2016 07:43	MEDIC 401
16-2583	10/2/2016 09:41	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/2/2016 09:42	10/2/2016 09:42	10/2/2016 09:43	10/2/2016 09:56	10/2/2016 10:17	10/2/2016 10:44	MEDIC 401
16-2600	10/3/2016 01:58	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/3/2016 02:00	10/3/2016 02:03	10/3/2016 02:06	10/3/2016 02:09	10/3/2016 02:09	10/3/2016 02:09	MEDIC 401
16-2636	10/3/2016 18:43	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/3/2016 18:43	10/3/2016 18:44	10/3/2016 1846				MEDIC 401
16-2637	10/3/2016 19:21	EMERGENCY SCENE	HILLCREST SOUTH	10/3/2016 19:21	10/3/2016 19:21	10/3/2016 19:27	10/3/2016 19:48	10/3/2016 20:07	10/3/2016 20:29	MEDIC 401
16-2642	10/3/2016 22:23	EMERGENCY SCENE	ST. FRANCIS TULSA	10/3/2016 22:23	10/3/2016 22:24	10/3/2016 22:41	10/3/2016 22:46	10/3/2016 23:05	10/3/2016 23:29	MEDIC 401
16-2646	10/4/2016 01:13	EMERGENCY SCENE	ST. FRANCIS TULSA	10/4/2016 01:13	10/4/2016 01:13	10/4/2016 01:17	10/4/2016 02:37	10/4/2016 02:37	10/4/2016 03:07	MEDIC 101
16-2655	10/4/2016 07:42	EMERGENCY SCENE	LANDING ZONE	10/4/2016 07:43	10/4/2016 07:45	10/4/2016 07:48	10/4/2016 08:42	10/4/2016 08:42	10/4/2016 08:42	MEDIC 401
16-2671	10/4/2016 11:42	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/4/2016 11:44	10/4/2016 11:44	10/4/2016 11:45	10/4/2016 12:10	10/4/2016 12:31	10/4/2016 12:56	MEDIC 401
16-2677	10/4/2016 13:50	EMERGENCY SCENE	ST. JOHN TULSA	10/4/2016 13:52	10/4/2016 13:52	10/4/2016 13:53	10/4/2016 13:58	10/4/2016 14:17	10/4/2016 14:37	MEDIC 401
16-2680	10/4/2016 14:28	EMERGENCY SCENE	ST. JOHN TULSA	10/4/2016 14:28	10/4/2016 14:29	10/4/2016 14:33	10/4/2016 14:47	10/4/2016 16:16	10/4/2016 16:29	MEDIC 102
16-2685	10/4/2016 15:44	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/4/2016 15:45	10/4/2016 15:45	10/4/2016 15:48	10/4/2016 16:21	10/4/2016 16:21	10/4/2016 16:21	MEDIC 401
16-2693	10/5/2016 01:48	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/5/2016 01:48	10/5/2016 01:49	10/5/2016 01:53	10/5/2016 02:19	10/5/2016 02:19	10/5/2016 02:19	MEDIC 401
16-2724	10/5/2016 19:05	EMERGENCY SCENE	ST. JOHN TULSA	10/5/2016 19:06	10/5/2016 19:07	10/5/2016 19:12	10/5/2016 19:38	10/5/2016 20:02	10/5/2016 20:39	MEDIC 401
16-2728	10/5/2016 23:55	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/5/2016 23:56	10/5/2016 23:58	10/6/2016 00:04	10/6/2016 00:12	10/6/2016 00:30	10/6/2016 00:44	MEDIC 401
16-2752	10/6/2016 13:08	EMERGENCY SCENE	ST. FRANCIS TULSA	10/6/2016 13:08	10/6/2016 13:09	10/6/2016 13:11	10/6/2016 13:27	10/6/2016 13:51	10/6/2016 14:02	MEDIC 401
16-2754	10/6/2016 13:52	EMERGENCY SCENE	CANCELLED ENROUTE	10/6/2016 13:52	10/6/2016 13:52	10/6/2016 13:56	10/6/2016 13:56	10/6/2016 13:56	10/6/2016 13:56	MUTUAL AID RECIEVED
16-2756	10/6/2016 14:22	EMERGENCY SCENE	ST. JOHN TULSA	10/6/2016 14:22	10/6/2016 14:23	10/6/2016 14:25	10/6/2016 14:47	10/6/2016 15:02	10/6/2016 16:02	MEDIC 401
16-2757	10/6/2016 14:34	EMERGENCY SCENE	HILLCREST SOUTH	10/6/2016 14:34	10/6/2016 14:35	10/6/2016 14:37	10/6/2016 15:02	10/6/2016 15:21	10/6/2016 15:47	MEDIC 115
16-2761	10/6/2016 17:40	EMERGENCY SCENE	ST. JOHN TULSA	10/6/2016 17:41	10/6/2016 17:41	10/6/2016 17:45	10/6/2016 18:02	10/6/2016 18:23	10/6/2016 18:52	MEDIC 401
16-2769	10/7/2016 03:14	EMERGENCY SCENE	ST. FRANCIS TULSA	10/7/2016 03:15	10/7/2016 03:17	10/7/2016 03:20	10/7/2016 03:32	10/7/2016 03:50	10/7/2016 04:05	MEDIC 401
16-2777	10/7/2016 09:18	EMERGENCY SCENE	HILLCREST SOUTH	10/7/2016 09:19	10/7/2016 09:20	10/7/2016 09:24	10/7/2016 09:42	10/7/2016 09:59	10/7/2016 10:38	MEDIC 401
16-2782	10/7/2016 09:57	EMERGENCY SCENE	DR OFFICE	10/7/2016 09:57	10/7/2016 09:59	10/7/2016 10:02	10/7/2016 10:14	10/7/2016 10:39	10/7/2016 11:21	MEDIC 110
16-2806	10/7/2016 15:49	EMERGENCY SCENE	ST. FRANCIS TULSA	10/7/2016 15:49	10/7/2016 15:51	10/7/2016 15:52	10/7/2016 16:07	10/7/2016 16:32	10/7/2016 16:45	MEDIC 401
16-2810	10/7/2016 17:00	EMERGENCY SCENE	ST. JOHN TULSA	10/7/2016 17:00	10/7/2016 17:02	10/7/2016 17:08	10/7/2016 17:19	10/7/2016 17:40	10/7/2016 17:58	MEDIC 401
16-2828	10/8/2016 01:43	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/8/2016 01:44	10/8/2016 01:46	10/8/2016 01:48	10/8/2016 02:05	10/8/2016 02:05	10/8/2016 02:05	MEDIC 401
16-2830	10/8/2016 02:33	EMERGENCY SCENE	ST. FRANCIS TULSA	10/8/2016 02:34	10/8/2016 02:34	10/8/2016 02:42	10/8/2016 02:58	10/8/2016 03:25	10/8/2016 03:42	MEDIC 401
16-2842	10/8/2016 12:32	EMERGENCY SCENE	ST. JOHN TULSA	10/8/2016 12:33	10/8/2016 12:34	10/8/2016 12:41	10/8/2016 13:04	10/8/2016 13:22	10/8/2016 14:05	MEDIC 401
16-2864	10/9/2016 09:40	EMERGENCY SCENE	ST. JOHN TULSA	10/9/2016 09:41	10/9/2016 09:43	10/9/2016 09:45	10/9/2016 10:01	10/9/2016 10:20	10/9/2016 10:36	MEDIC 401

16-2868	10/9/2016 12:25	EMERGENCY SCENE	ST. JOHN TULSA	10/9/2016 12:27	10/9/2016 12:28	10/9/2016 12:32	10/9/2016 12:44	10/9/2016 13:05	10/9/2016 13:44	MEDIC 401
16-2875	10/9/2016 15:08	EMERGENCY SCENE	HILLCREST SOUTH	10/9/2016 15:10	10/9/2016 15:10	10/9/2016 15:30	10/9/2016 15:30	10/9/2016 15:47	10/9/2016 16:09	MEDIC 401
16-2877	10/9/2016 16:50	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/9/2016 16:51	10/9/2016 16:52	10/9/2016 16:55	10/9/2016 17:13	10/9/2016 17:13	10/9/2016 17:13	MEDIC 401
16-2882	10/9/2016 19:00	SCENE STANDBY	SIGNED PATIENT REFUSAL	10/9/2016 19:01	10/9/2016 19:03	10/9/2016 19:07	10/9/2016 20:25	10/9/2016 20:25	10/9/2016 20:25	MEDIC 401
16-2885	10/9/2016 19:39	EMERGENCY SCENE	ST. FRANCIS TULSA	10/9/2016 19:40	10/9/2016 19:44	10/9/2016 19:44	10/9/2016 20:12	10/9/2016 20:36	10/9/2016 21:25	MEDIC 102
16-2889	10/9/2016 22:29	EMERGENCY SCENE	OSU MEDICAL CENTER	10/9/2016 22:30	10/9/2016 22:32	10/9/2016 22:35	10/9/2016 22:44	10/9/2016 23:03	10/9/2016 23:17	MEDIC 401
16-2893	10/10/2016 03:43	EMERGENCY SCENE	ST. FRANCIS TULSA	10/10/2016 03:44	10/10/2016 03:45	10/10/2016 03:50	10/10/2016 04:08	10/10/2016 04:23	10/10/2016 04:44	MEDIC 401
16-2895	10/10/2016 10:11	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/10/2016 10:11	10/10/2016 10:12	10/10/2016 10:16	10/10/2016 10:29	10/10/2016 10:29	10/10/2016 10:29	MEDIC 401
16-2897	10/10/2016 10:40	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/10/2016 10:41	10/10/2016 10:41	10/10/2016 10:44	10/10/2016 11:00	10/10/2016 11:15	10/10/2016 11:36	MEDIC 401
16-2904	10/10/2016 12:13	EMERGENCY SCENE	HILLCREST SOUTH	10/10/2016 12:14	10/10/2016 12:14	10/10/2016 12:16	10/10/2016 12:41	10/10/2016 12:54	10/10/2016 13:19	MEDIC 401
16-2919	10/10/2016 18:28	EMERGENCY SCENE	ST. JOHN TULSA	10/10/2016 18:30	10/10/2016 18:30	10/10/2016 18:32	10/10/2016 18:46	10/10/2016 19:09	10/10/2016 19:35	MEDIC 401
16-2924	10/10/2016 23:39	EMERGENCY SCENE	ST. FRANCIS TULSA	10/10/2016 23:40	10/10/2016 23:40	10/10/2016 23:40	10/10/2016 23:55	10/11/2016 00:15	10/11/2016 00:45	MEDIC 401
16-2928	10/11/2016 06:12	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/11/2016 06:13	10/11/2016 06:15	10/11/2016 06:23	10/11/2016 06:44	10/11/2016 06:44	10/11/2016 06:44	MEDIC 401
16-2951	10/11/2016 13:51	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/11/2016 13:51	10/11/2016 13:52	10/11/2016 13:56	10/11/2016 14:21	10/11/2016 14:36	10/11/2016 15:05	MEDIC 401
16-2959	10/11/2016 16:06	EMERGENCY SCENE	ST. FRANCIS TULSA	10/11/2016 16:06	10/11/2016 16:06	10/11/2016 16:07	10/11/2016 16:26	10/11/2016 16:47	10/11/2016 17:19	MEDIC 401
16-2962	10/11/2016 17:07	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/11/2016 17:07	10/11/2016 17:08	10/11/2016 17:13	10/11/2016 17:54	10/11/2016 17:54	10/11/2016 17:54	MEDIC 115
16-2968	10/11/2016 23:38	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/11/2016 23:39	10/11/2016 23:40	10/11/2016 23:44	10/12/2016 00:18	10/12/2016 00:36	10/12/2016 01:18	MEDIC 401
16-2996	10/12/2016 13:03	EMERGENCY SCENE	ST. FRANCIS TULSA	10/12/2016 13:04	10/12/2016 13:04	10/12/2016 13:06	10/12/2016 13:29	10/12/2016 13:53	10/12/2016 14:18	MEDIC 401
16-3012	10/13/2016 01:55	EMERGENCY SCENE	ST. JOHN TULSA	10/13/2016 01:57	10/13/2016 01:57	10/13/2016 02:00	10/13/2016 02:27	10/13/2016 02:45	10/13/2016 03:12	MEDIC 401
16-3020	10/13/2016 06:40	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/13/2016 06:40	10/13/2016 06:43	10/13/2016 06:44	10/13/2016 07:04	10/13/2016 07:04	10/13/2016 07:04	MEDIC 401
16-3037	10/13/2016 11:10	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/13/2016 11:11	10/13/2016 11:14	10/13/2016 11:17	10/13/2016 11:51	10/13/2016 11:51	10/13/2016 11:51	MEDIC 401
16-3053	10/13/2016 20:25	EMERGENCY SCENE	CANCELLED ENROUTE	10/13/2016 20:26	10/13/2016 20:26	10/13/2016 20:29	10/13/2016 20:29	10/13/2016 20:29	10/13/2016 20:29	MEDIC 401
16-3056	10/13/2016 21:14	EMERGENCY SCENE	LIFT ASSIT	10/13/2016 21:15	10/13/2016 21:15	10/13/2016 21:17	10/13/2016 21:28	10/13/2016 21:28	10/13/2016 21:28	MEDIC 401
16-3059	10/13/2016 22:06	EMERGENCY SCENE	ST. JOHN TULSA	10/13/2016 22:07	10/13/2016 22:08	10/13/2016 22:12	10/13/2016 22:27	10/13/2016 22:49	10/13/2016 23:23	MEDIC 401
16-3062	10/13/2016 23:38	EMERGENCY SCENE	HILLCREST SOUTH	10/13/2016 23:39	10/13/2016 23:40	10/13/2016 23:49	10/14/2016 00:18	10/14/2016 00:40	10/14/2016 00:58	MEDIC 401
16-3067	10/14/2016 04:56	EMERGENCY SCENE	CANCELLED ENROUTE	10/14/2016 04:56	10/14/2016 05:02	10/14/2016 05:02	10/14/2016 05:02	10/14/2016 05:02	10/14/2016 05:02	MEDIC 401
16-3074	10/14/2016 10:40	EMERGENCY SCENE	ST. JOHN TULSA	10/14/2016 10:02	10/14/2016 10:02	10/14/2016 10:06	10/14/2016 10:29	10/14/2016 10:50	10/14/2016 11:29	MEDIC 401
16-3112	10/14/2016 21:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/14/2016 21:41	10/14/2016 21:42	10/14/2016 21:47	10/14/2016 22:09	10/14/2016 22:09	10/14/2016 22:09	MEDIC 401
16-3124	10/15/2016 08:57	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/15/2016 08:58	10/15/2016 08:59	10/15/2016 08:59	10/15/2016 09:04	10/15/2016 09:19	10/15/2016 09:31	MEDIC 401
16-3126	10/15/2016 09:23	EMERGENCY SCENE		10/15/2016 09:24	10/15/2016 09:24	10/15/2016 09:48	10/15/2016 09:48	10/15/2016 09:48	10/15/2016 09:48	MUTUAL AID RECIEVED
16-3127	10/15/2016 11:43	EMERGENCY SCENE	ST. FRANCIS TULSA	10/15/2016 11:44	10/15/2016 11:44	10/15/2016 11:46	10/15/2016 12:08	10/15/2016 12:28	10/15/2016 12:43	MEDIC 401
16-3135	10/15/2016 16:16	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/15/2016 16:18	10/15/2016 16:18	10/15/2016 16:21	10/15/2016 16:40	10/15/2016 16:40	10/15/2016 16:40	MEDIC 401
16-3141	10/15/2016 21:08	EMERGENCY SCENE	ST. FRANCIS TULSA	10/15/2016 21:09	10/15/2016 21:10	10/15/2016 21:13	10/15/2016 21:36	10/15/2016 21:58	10/15/2016 22:21	MEDIC 401
16-3143	10/15/2016 21:24	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/15/2016 21:26	10/15/2016 21:26	10/15/2016 21:31	10/15/2016 21:50	10/15/2016 21:50	10/15/2016 21:50	MEDIC 102
16-3146	10/16/2016 00:18	EMERGENCY SCENE	ST. JOHN TULSA	10/16/2016 00:18	10/16/2016 00:19	10/16/2016 00:22	10/16/2016 00:39	10/16/2016 00:57	10/16/2016 01:16	MEDIC 401
16-3147	10/16/2016 00:25	EMERGENCY SCENE		10/16/2016 00:26	10/16/2016 00:28	10/16/2016 00:37	10/16/2016 02:05	10/16/2016 02:05	10/16/2016 02:06	MUTUAL AID RECIEVED
16-3152	10/16/2016 12:46	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/16/2016 12:47	10/16/2016 12:48	10/16/2016 12:51	10/16/2016 13:11	10/16/2016 13:31	10/16/2016 13:53	MEDIC 401
16-3155	10/16/2016 15:18	EMERGENCY SCENE	ST. JOHN SAPULPA	10/16/2016 15:19	10/16/2016 15:19	10/16/2016 15:24	10/16/2016 15:58	10/16/2016 16:11	10/16/2016 16:31	MEDIC 401
16-3157	10/16/2016 16:52	EMERGENCY SCENE	ST. FRANCIS TULSA	10/16/2016 16:53	10/16/2016 16:54	10/16/2016 16:58	10/16/2016 17:10	10/16/2016 17:34	10/16/2016 17:53	MEDIC 401
16-3160	10/16/2016 19:25	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/16/2016 19:26	10/16/2016 19:28	10/16/2016 19:31	10/16/2016 19:45	10/16/2016 19:45	10/16/2016 19:45	MEDIC 401
16-3167	10/17/2016 04:56	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/17/2016 04:59	10/17/2016 04:59	10/17/2016 05:03	10/17/2016 05:16	10/17/2016 05:16	10/17/2016 05:16	MEDIC 401
16-3173	10/17/2016 09:18	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/17/2016 09:19	10/17/2016 09:19	10/17/2016 09:23	10/17/2016 09:47	10/17/2016 10:08	10/17/2016 10:27	MEDIC 401
16-3185	10/17/2016 13:14	EMERGENCY SCENE	ST. JOHN TULSA	10/17/2016 13:16	10/17/2016 13:16	10/17/2016 13:25	10/17/2016 13:36	10/17/2016 13:57	10/17/2016 14:23	MEDIC 401
16-3191	10/17/2016 15:49	EMERGENCY SCENE	ST. JOHN TULSA	10/17/2016 15:49	10/17/2016 15:50	10/17/2016 15:53	10/17/2016 16:17	10/17/2016 16:43	10/17/2016 17:14	MEDIC 401
16-3194	10/17/2016 17:55	EMERGENCY SCENE	ST. FRANCIS TULSA	10/17/2016 17:56	10/17/2016 17:56	10/17/2016 17:58	10/17/2016 18:10	10/17/2016 18:32	10/17/2016 19:04	MEDIC 401
16-3201	10/18/2016 06:31	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/18/2016 06:32	10/18/2016 06:34	10/18/2016 06:38	10/18/2016 06:38	10/18/2016 06:38	10/18/2016 06:38	MEDIC 401
16-3230	10/18/2016 15:13	EMERGENCY SCENE	ST. JOHN TULSA	10/18/2016 15:13	10/18/2016 15:13	10/18/2016 15:20	10/18/2016 15:46	10/18/2016 16:06	10/18/2016 16:37	MEDIC 401
16-3238	10/18/2016 17:46	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/18/2016 17:46	10/18/2016 17:47	10/18/2016 17:49	10/18/2016 18:30	10/18/2016 18:30	10/18/2016 18:30	MEDIC 401
16-3242	10/18/2016 18:43	EMERGENCY SCENE	ST. FRANCIS TULSA	10/18/2016 19:01	10/18/2016 19:01	10/18/2016 19:02	10/18/2016 19:38	10/18/2016 20:02	10/18/2016 20:32	MEDIC 401
16-3284	10/19/2016 16:27	EMERGENCY SCENE	ST. JOHN TULSA	10/19/2016 16:28	10/19/2016 16:28	10/19/2016 16:32	10/19/2016 16:59	10/19/2016 18:09	10/19/2016 18:55	MEDIC 401
16-3286	10/19/2016 17:26	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/19/2016 17:27	10/19/2016 17:28	10/19/2016 17:31	10/19/2016 17:45	10/19/2016 17:45	10/19/2016 17:45	MEDIC 102
16-3287	10/19/2016 17:38	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/19/2016 17:39	10/19/2016 17:39	10/19/2016 17:41	10/19/2016 17:59	10/19/2016 18:25	10/19/2016 19:22	MEDIC 110
16-3289	10/19/2016 18:24	EMERGENCY SCENE	ST. JOHN TULSA	10/19/2016 18:24	10/19/2016 18:26	10/19/2016 18:32	10/19/2016 18:56	10/19/2016 19:20	10/19/2016 19:43	MEDIC 115

16-3325	10/20/2016 14:49	EMERGENCY SCENE	ST. FRANCIS TULSA	10/20/2016 14:49	10/20/2016 14:51	10/20/2016 14:56	10/20/2016 15:33	10/20/2016 15:58	10/20/2016 16:18	MEDIC 401
16-3328	10/20/2016 18:23	EMERGENCY SCENE	ST. FRANCIS TULSA	10/20/2016 18:24	10/20/2016 18:24	10/20/2016 18:28	10/20/2016 18:45	10/20/2016 19:13		MEDIC 115
16-3334	10/21/2016 01:41	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/21/2016 01:41	10/21/2016 01:44	10/21/2016 01:44	10/21/2016 01:44	10/21/2016 01:44		MEDIC 401
16-3337	10/21/2016 05:15	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/21/2016 05:15	10/21/2016 05:15	10/21/2016 05:18	10/21/2016 05:41	10/21/2016 05:58	10/21/2016 06:23	MEDIC 401
16-3351	10/21/2016 10:24	EMERGENCY SCENE	ST. FRANCIS TULSA	10/21/2016 10:24	10/21/2016 10:24	10/21/2016 10:32	10/21/2016 10:53	10/21/2016 11:27	10/21/2016 11:47	MEDIC 401
16-3363	10/21/2016 14:56	EMERGENCY SCENE	CANCELLED ENROUTE	10/21/2016 14:58	10/21/2016 15:00	10/21/2016 15:00	10/21/2016 15:00	10/21/2016 15:00	10/21/2016 15:00	MEDIC 401
16-3367	10/21/2016 15:45	EMERGENCY SCENE	ST. FRANCIS TULSA	10/21/2016 15:45	10/21/2016 15:45	10/21/2016 15:48	10/21/2016 15:58	10/21/2016 16:10	10/21/2016 16:50	MEDIC 401
16-3383	10/22/2016 08:56	EMERGENCY SCENE	ST. JOHN TULSA	10/22/2016 08:58	10/22/2016 08:58	10/22/2016 09:00	10/22/2016 09:20	10/22/2016 09:34	10/22/2016 09:52	MEDIC 401
16-3392	10/22/2016 12:28	EMERGENCY SCENE	ST. FRANCIS TULSA	10/22/2016 12:30	10/22/2016 12:35	10/22/2016 12:35	10/22/2016 12:57	10/22/2016 13:17	10/22/2016 13:56	MEDIC 401
16-3393	10/22/2016 12:31	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/22/2016 12:31	10/22/2016 12:31	10/22/2016 12:36	10/22/2016 12:57	10/22/2016 13:12	10/22/2016 13:58	MEDIC 115
16-3400	10/22/2016 15:49	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/22/2016 15:49	10/22/2016 15:49	10/22/2016 15:50	10/22/2016 16:17	10/22/2016 16:17	10/22/2016 16:17	MEDIC 401
16-3402	10/22/2016 17:50	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/22/2016 17:51	10/22/2016 17:51	10/22/2016 17:55	10/22/2016 18:05	10/22/2016 18:05	10/22/2016 18:05	MEDIC 401
16-3405	10/22/2016 21:01	EMERGENCY SCENE	OSU MEDICAL CENTER	10/22/2016 21:02	10/22/2016 21:02	10/22/2016 21:03	10/22/2016 21:28	10/22/2016 21:41	10/22/2016 22:03	MEDIC 401
16-3406	10/22/2016 21:17	EMERGENCY SCENE	ST. JOHN TULSA	10/22/2016 21:17	10/22/2016 21:17	10/22/2016 21:35	10/22/2016 22:09	10/22/2016 22:29		MEDIC 102
16-3413	10/23/2016 02:09	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	10/23/2016 02:10	10/23/2016 02:15	10/23/2016 02:15	10/23/2016 02:15	10/23/2016 02:15	10/23/2016 02:15	MEDIC 401
16-3415	10/23/2016 05:14	EMERGENCY SCENE	ST. JOHN TULSA	10/23/2016 05:15	10/23/2016 05:18	10/23/2016 05:27	10/23/2016 05:37	10/23/2016 06:02	10/23/2016 06:26	MEDIC 401
16-3416	10/23/2016 09:53	EMERGENCY SCENE	ST. FRANCIS TULSA	10/23/2016 09:53	10/23/2016 09:58	10/23/2016 10:01	10/23/2016 10:18	10/23/2016 10:39	10/23/2016 10:55	MEDIC 401
16-3417	10/23/2016 10:17	EMERGENCY SCENE	ST. FRANCIS TULSA	10/23/2016 10:18	10/23/2016 10:18	10/23/2016 10:30	10/23/2016 10:37	10/23/2016 11:00	10/23/2016 11:40	MEDIC 102
16-3440	10/24/2016 06:49	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/24/2016 06:49	10/24/2016 06:51	10/24/2016 06:55	10/24/2016 07:10	10/24/2016 07:10	10/24/2016 07:10	MEDIC 401
16-3451	10/24/2016 11:08	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/24/2016 11:08	10/24/2016 11:09	10/24/2016 11:13	10/24/2016 11:25	10/24/2016 11:25	10/24/2016 11:25	MEDIC 401
16-3472	10/24/2016 20:15	EMERGENCY SCENE	HILLCREST SOUTH	10/24/2016 20:16	10/24/2016 20:16	10/24/2016 20:19	10/24/2016 20:33	10/24/2016 20:54	10/24/2016 21:20	MEDIC 401
16-3478	10/24/2016 21:14	EMERGENCY SCENE	HILLCREST SOUTH	10/24/2016 21:14	10/24/2016 21:16	10/24/2016 21:28	10/24/2016 21:51	10/24/2016 22:13	10/24/2016 22:46	MUTUAL AID RECIEVED
16-3480	10/24/2016 21:45	EMERGENCY SCENE	ST. FRANCIS TULSA	10/24/2016 21:45	10/24/2016 21:45	10/24/2016 21:48	10/24/2016 22:10	10/24/2016 22:32	10/24/2016 22:54	MEDIC 401
16-3485	10/25/2016 06:42	EMERGENCY SCENE	ST. FRANCIS TULSA	10/25/2016 06:44	10/25/2016 06:46	10/25/2016 06:48	10/25/2016 07:03	10/25/2016 07:32	10/25/2016 07:50	MEDIC 401
16-3493	10/25/2016 10:39	EMERGENCY SCENE	PT IN PD CUSTODY	10/25/2016 10:40	10/25/2016 10:41	10/25/2016 10:46	10/25/2016 11:02	10/25/2016 11:02	10/25/2016 11:02	MEDIC 401
16-3512	10/25/2016 19:31	EMERGENCY SCENE	ST. FRANCIS TULSA	10/25/2016 19:32	10/25/2016 19:32	10/25/2016 19:35	10/25/2016 20:05	10/25/2016 20:25	10/25/2016 20:56	MEDIC 401
16-3513	10/25/2016 19:36	EMERGENCY SCENE	ST. JOHN TULSA	10/25/2016 19:37	10/25/2016 19:38	10/25/2016 19:43	10/25/2016 20:03	10/25/2016 20:28	10/25/2016 20:58	MEDIC 115
16-3525	10/26/2016 09:25	EMERGENCY SCENE	ST. FRANCIS TULSA	10/26/2016 09:25	10/26/2016 09:27	10/26/2016 09:30	10/26/2016 09:55	10/26/2016 10:20	10/26/2016 10:44	MEDIC 401
16-3536	10/26/2016 11:31	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/26/2016 11:31	10/26/2016 11:31	10/26/2016 11:35	10/26/2016 12:09	10/26/2016 12:09	10/26/2016 12:09	MEDIC 401
16-3554	10/26/2016 17:01	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/26/2016 17:02	10/26/2016 17:03	10/26/2016 17:07	10/26/2016 17:32	10/26/2016 18:05	10/26/2016 18:34	MEDIC 401
16-3555	10/26/2016 17:01	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/26/2016 17:02	10/26/2016 17:03	10/26/2016 17:07	10/26/2016 17:34	10/26/2016 17:34	10/26/2016 17:34	MEDIC 401
16-3556	10/26/2016 17:01	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/26/2016 17:02	10/26/2016 17:03	10/26/2016 17:07	10/26/2016 17:34	10/26/2016 17:34	10/26/2016 17:34	MEDIC 401
16-3557	10/26/2016 17:01	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/26/2016 17:02	10/26/2016 17:03	10/26/2016 17:07	10/26/2016 17:34	10/26/2016 17:34	10/26/2016 17:34	MEDIC 401
16-3558	10/26/2016 17:43	EMERGENCY SCENE	ST. FRANCIS CHILDRENS HOSPI	10/26/2016 17:43	10/26/2016 17:43	10/26/2016 17:49	10/26/2016 18:05	10/26/2016 18:29	10/26/2016 19:30	MEDIC 101
16-3566	10/27/2016 00:18	EMERGENCY SCENE	ST. FRANCIS TULSA	10/27/2016 00:18	10/27/2016 00:19	10/27/2016 00:57	10/27/2016 00:57	10/27/2016 01:21	10/27/2016 01:44	MEDIC 401
16-3570	10/27/2016 05:54	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/27/2016 05:55	10/27/2016 05:57	10/27/2016 06:02	10/27/2016 06:34	10/27/2016 06:34	10/27/2016 06:34	MEDIC 401
16-3571	10/27/2016 05:54	EMERGENCY SCENE	HILLCREST SOUTH	10/27/2016 05:55	10/27/2016 05:57	10/27/2016 06:02	10/27/2016 06:33	10/27/2016 06:33	10/27/2016 06:53	MEDIC 401
16-3587	10/27/2016 11:41	EMERGENCY SCENE	CANCELLED ENROUTE	10/27/2016 11:43	10/27/2016 11:46	10/27/2016 11:49	10/27/2016 11:49	10/27/2016 11:49	10/27/2016 11:49	MEDIC 401
16-3589	10/27/2016 12:08	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/27/2016 12:08	10/27/2016 12:11	10/27/2016 12:14	10/27/2016 12:37	10/27/2016 12:59	10/27/2016 13:55	MEDIC 401
16-3601	10/27/2016 15:09	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/27/2016 15:09	10/27/2016 15:09	10/27/2016 15:15	10/27/2016 16:13	10/27/2016 16:13	10/27/2016 16:13	MEDIC 401
16-3611	10/27/2016 22:49	EMERGENCY SCENE	ST. FRANCIS TULSA	10/27/2016 22:50	10/27/2016 22:52	10/27/2016 22:57	10/27/2016 23:17	10/27/2016 23:35	10/28/2016 00:03	MEDIC 401
16-3633	10/28/2016 10:42	EMERGENCY SCENE	HILLCREST SOUTH	10/28/2016 10:45	10/28/2016 10:46	10/28/2016 10:47	10/28/2016 11:11	10/28/2016 11:31	10/28/2016 11:50	MEDIC 401
16-3681	10/29/2016 14:52	EMERGENCY SCENE	ST. FRANCIS TULSA	10/29/2016 14:52	10/29/2016 14:52	10/29/2016 14:57	10/29/2016 15:17	10/29/2016 15:37	10/29/2016 15:58	MEDIC 401
16-3687	10/29/2016 18:04	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/29/2016 18:04	10/29/2016 18:05	10/29/2016 18:10	10/29/2016 18:29	10/29/2016 18:46	10/29/2016 19:26	MEDIC 401
16-3690	10/29/2016 23:21	EMERGENCY SCENE	ST. FRANCIS TULSA	10/29/2016 23:22	10/29/2016 23:23	10/29/2016 23:25	10/29/2016 23:48	10/30/2016 00:04	10/30/2016 00:28	MEDIC 401
16-3698	10/30/2016 13:00	EMERGENCY SCENE	HILLCREST SOUTH	10/30/2016 13:01	10/30/2016 13:03	10/30/2016 13:17	10/30/2016 13:27	10/30/2016 14:04	10/30/2016 14:04	MEDIC 401
16-3699	10/30/2016 13:05	EMERGENCY SCENE	MUTUAL AID	10/30/2016 13:07	10/30/2016 13:07	10/30/2016 13:28	10/30/2016 13:34	10/30/2016 13:56	10/30/2016 14:05	MUTUAL AID RECIEVED
16-3727	10/31/2016 10:29	EMERGENCY SCENE	ST. FRANCIS TULSA	10/31/2016 10:30	10/31/2016 10:31	10/31/2016 10:33	10/31/2016 10:52	10/31/2016 11:15	10/31/2016 11:34	MEDIC 401
16-3746	10/31/2016 14:02	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/31/2016 14:03	10/31/2016 14:04	10/31/2016 14:08	10/31/2016 14:28	10/31/2016 14:52	10/31/2016 15:11	MEDIC 401
16-3755	10/31/2016 19:00	EMERGENCY SCENE	ST. FRANCIS TULSA	10/31/2016 19:01	10/31/2016 19:01	10/31/2016 19:04	10/31/2016 19:24	10/31/2016 19:48	10/31/2016 20:24	MEDIC 401
16-3767	11/1/2016 06:22	EMERGENCY SCENE	ST. JOHN TULSA	11/1/2016 06:24	11/1/2016 06:25	11/1/2016 06:27	11/1/2016 06:50	11/1/2016 07:38	11/1/2016 08:02	MEDIC 401
16-3776	11/1/2016 10:55	EMERGENCY SCENE	OSU MEDICAL CENTER	11/1/2016 10:55	11/1/2016 10:57	11/1/2016 10:59	11/1/2016 11:29	11/1/2016 11:47	11/1/2016 12:07	MEDIC 401
16-3802	11/1/2016 21:16	EMERGENCY SCENE	ST. FRANCIS TUSLA	11/1/2016 21:17	11/1/2016 21:18	11/1/2016 21:22	11/1/2016 22:06	11/1/2016 22:06	11/1/2016 22:25	MEDIC 401

16-3804	11/1/2016 21:33	EMERGENCY SCENE		11/1/2016 21:33	11/1/2016 21:34	11/1/2016 21:55	11/1/2016 22:34	11/1/2016 22:34	11/1/2016 22:34	MUTUAL AID RECIEVED
16-3850	11/2/2016 19:41	EMERGENCY SCENE	CANCELLED ENROUTE	11/2/2016 19:41	11/2/2016 19:46	11/2/2016 19:46	11/2/2016 19:46	11/2/2016 19:46	11/2/2016 19:46	MEDIC 401
16-3858	11/3/2016 01:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/3/2016 01:01	11/3/2016 01:02	11/3/2016 01:05	11/3/2016 01:36	11/3/2016 01:36	11/3/2016 01:36	MEDIC 401
16-3897	11/3/2016 14:45	EMERGENCY SCENE	ST. JOHN TULSA	11/3/2016 14:45	11/3/2016 14:46	11/3/2016 14:48	11/3/2016 15:23	11/3/2016 15:46	11/3/2016 16:13	MEDIC 401
16-3900	11/3/2016 16:36	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/3/2016 16:36	11/3/2016 16:37	11/3/2016 16:39	11/3/2016 16:59	11/3/2016 16:59	11/3/2016 16:59	MEDIC 401
16-3906	11/3/2016 19:13	EMERGENCY SCENE	ST. FRANCIS TULSA	11/3/2016 19:13	11/3/2016 19:13	11/3/2016 19:16	11/3/2016 19:33	11/3/2016 19:56	11/3/2016 20:14	MEDIC 401
16-3909	11/3/2016 21:38	EMERGENCY SCENE	ST. FRANCIS TULSA	11/3/2016 21:38	11/3/2016 21:38	11/3/2016 21:40	11/3/2016 21:50	11/3/2016 22:05		MEDIC 401
16-3911	11/3/2016 21:55	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	11/3/2016 21:57	11/3/2016 22:01	11/3/2016 22:01	11/3/2016 22:01	11/3/2016 22:01		MUTUAL AID RECIEVED
16-3913	11/4/2016 02:01	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/4/2016 02:02	11/4/2016 02:03	11/4/2016 02:05	11/4/2016 02:28	11/4/2016 02:28	11/4/2016 02:28	MEDIC 401
16-3934	11/4/2016 12:12	EMERGENCY SCENE	ST. FRANCIS TULSA	11/4/2016 12:13	11/4/2016 12:14	11/4/2016 12:17	11/4/2016 12:40	11/4/2016 13:02	11/4/2016 13:24	MEDIC 401
16-3950	11/4/2016 16:05	EMERGENCY SCENE	NO PATIENT FOUND	11/4/2016 16:05	11/4/2016 16:05	11/4/2016 16:09	11/4/2016 16:18	11/4/2016 16:18	11/4/2016 16:18	MEDIC 401
16-3953	11/4/2016 17:13	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/4/2016 17:14	11/4/2016 17:14	11/4/2016 17:16	11/4/2016 17:45	11/4/2016 17:45	11/4/2016 17:45	MEDIC 401
16-3957	11/4/2016 20:37	EMERGENCY SCENE	ST. FRANCIS TULSA	11/4/2016 20:37	11/4/2016 20:37	11/4/2016 20:42	11/4/2016 21:03	11/4/2016 21:24	11/4/2016 21:55	MEDIC 401
16-3977	11/5/2016 15:36	EMERGENCY SCENE	ST. JOHN TULSA	11/5/2016 15:37	11/5/2016 15:37	11/5/2016 15:43	11/5/2016 15:58	11/5/2016 16:20	11/5/2016 16:34	MEDIC 401
16-3996	11/6/2016 12:11	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/6/2016 12:14	11/6/2016 12:15	11/6/2016 12:18	11/6/2016 12:33	11/6/2016 12:33	11/6/2016 12:33	MEDIC 401
16-4004	11/6/2016 17:19	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/6/2016 17:21	11/6/2016 17:23	11/6/2016 17:26	11/6/2016 17:47	11/6/2016 17:47	11/6/2016 17:47	MEDIC 401
16-4021	11/7/2016 07:19	EMERGENCY SCENE	ST. FRANCIS TULSA	11/7/2016 07:20	11/7/2016 07:22	11/7/2016 07:26	11/7/2016 07:39	11/7/2016 07:59	11/7/2016 08:21	MEDIC 401
16-4034	11/7/2016 11:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/7/2016 11:02	11/7/2016 11:03	11/7/2016 11:05	11/7/2016 11:37	11/7/2016 11:37	11/7/2016 11:37	MEDIC 401
16-4049	11/7/2016 14:56	EMERGENCY SCENE	ST. FRANCIS TULSA	11/7/2016 14:56	11/7/2016 14:57	11/7/2016 15:02	11/7/2016 15:31	11/7/2016 16:00	11/7/2016 16:22	MEDIC 401
16-4053	11/7/2016 17:37	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/7/2016 17:37	11/7/2016 17:40	11/7/2016 17:49	11/7/2016 18:44	11/7/2016 18:44	11/7/2016 18:44	MEDIC 110
16-4054	11/7/2016 17:58	EMERGENCY SCENE	CANCELLED BY PD OR OTHER S	11/7/2016 17:58	11/7/2016 18:00	11/7/2016 18:00	11/7/2016 18:00	11/7/2016 18:00	11/7/2016 18:00	MEDIC 401
16-4074	11/8/2016 07:36	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/8/2016 07:37	11/8/2016 07:38	11/8/2016 07:42	11/8/2016 07:52	11/8/2016 07:52	11/8/2016 07:52	MEDIC 401
16-4104	11/8/2016 19:42	EMERGENCY SCENE	OSU MEDICAL CENTER	11/8/2016 19:42	11/8/2016 19:42	11/8/2016 19:42	11/8/2016 20:20	11/8/2016 20:40	11/8/2016 20:57	MEDIC 401
16-4112	11/9/2016 07:57	EMERGENCY SCENE	ST. JOHN TULSA	11/9/2016 08:02	11/9/2016 08:02	11/9/2016 08:09	11/9/2016 08:35	11/9/2016 09:04	11/9/2016 09:30	MEDIC 401
16-4120	11/9/2016 07:57	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/9/2016 08:02	11/9/2016 08:02	11/9/2016 08:09	11/9/2016 08:35	11/9/2016 09:04	11/9/2016 09:30	MEDIC 401
16-4140	11/9/2016 20:23	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/9/2016 20:24	11/9/2016 20:24	11/9/2016 20:28	11/9/2016 20:46	11/9/2016 20:46	11/9/2016 20:46	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: November 15, 2016
Subject: District Administrator Report

Audit:

The Oklahoma State Auditor and Inspector's office has not communicated with GEMS staff since September. I sent an email to the Audit Manager on November 3 requesting an update and offering further documentation if necessary. I await a reply.

Emergency Care Services:

It brings me great pleasure to recount for you a recent emergency event involving the assistance of our First Responders and Mercy Regional Ambulance. Their efforts resulted in preserving the life of a local youth. The immediate action and professional emergency care was so impressive that both responding agencies were later called by the receiving hospital emergency room staff to commend them for their life-saving achievements.

I wish to publically applaud both the First Responders from the Glenpool Fire Department and the Mercy Regional Ambulance crew for their outstanding commitment to quality emergency care to the citizens of the GEMS District.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
Regular Meeting
October 3, 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 Brian Cook with Mercy Regional EMS.

- A) **Chairman Fox called the meeting to order at 7:07 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**
 - Brian Cook presented the report for September activities. Mercy responded to 105 calls and maintained 98% response time compliance, averaging five minutes per call.
 - Mercy will be meeting with the new firefighters next week to show them where equipment is located on the ambulance and answering questions.
 - Representatives visited the Senior Citizens Center and brought a presentation concerning the membership services available to the seniors residing in the GEMS District.Chairman Fox expressed his appreciation to Mr. Cook for keeping an ambulance present at the Glenpool football games.
- D) **District Administrator Report - Susan White, Adm., Sec.**
 - Ms. White updated the Board on the status of the audit.
 - She reported that a fact sheet concerning the Mercy Care Ambulance Membership Program was distributed with the September water bills. Trustee Lund recommended providing information to the residents at the nursing home and Redbud Assisted Living.
- E) **Scheduled Business**
 - 1) **Discussion and possible action to approve minutes from September 6, 2016 meeting.**
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
- F) **Adjournment.**
 - There being no further business, the meeting was adjourned at 7:16 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
SPECIAL SESSION
October 25, 2016

The Special Meeting of the Glenpool Area Emergency Medical Service District was held at 7:46 p.m., Council Chambers, Glenpool City Hall. Trustees present: Jacqueline Triplett-Lund; Momodou Ceesay; Tim Fox; Patricia Agee; and Brandon Kearns.

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

- A) Chairman Fox called the meeting to order at 7:46 p.m.**
- B) Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) Schedule Business**
 - 1) Discussion and possible action to appoint one Board Member to the TIF Review Committee.**
MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to appoint Jacqueline Triplett-Lund to the TIF Review Committee.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion Carried
- D) Adjournment.**
 - There being no further business, the meeting was adjourned at 7:47 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman



Date: November 15, 2016

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2017 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

The attached meeting schedules represent the City Council meetings as well as the Trust Authorities and GEMS. They are identical to 2016 in frequency and convening time for each public body. I have also provided a calendar which identifies proposed meeting dates for each body, holidays and Planning Commission/BOA proposed meetings.

Attached

- 2017 Meeting Schedules
- 2017 Meeting Calendar

**2017 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
FEBRUARY 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
MARCH 6, 2017	6:30 P.M.	GLENPOOL CITY HALL
APRIL 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
MAY 1, 2017	6:30 P.M.	GLENPOOL CITY HALL
JUNE 5, 2017	6:30 P.M.	GLENPOOL CITY HALL
JULY 3, 2017	6:30 P.M.	GLENPOOL CITY HALL
AUGUST 7, 2016	6:30 P.M.	GLENPOOL CITY HALL
SEPTEMBER 5, 2017 *	6:30 P.M.	GLENPOOL CITY HALL
OCTOBER 2, 2016	6:30 P.M.	GLENPOOL CITY HALL
NOVEMBER 14, 2017*	6:30 P.M.	GLENPOOL CITY HALL
DECEMBER 12, 2017*	6:30 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:

MEMBERS OF GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 15th day of November 2016

Signed: _____