



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on January 6, 2020, 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

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Jason Yarbrough, First Baptist Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 01 06 20	3 - 9
F) Treasurers Report – John Gonsalves, Finance Director	
1) NOVEMBER TREASURER'S REPORT	10 - 24
G) City Manager Report – David Tillotson, City Manager	
1) CM Report.01062020	25 - 26
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Council Comments	
J) Public Comments	
K) Scheduled Business	
1) Discussion and possible action to approve minutes from December 2, 2019 meeting. (Wendy Knight, City Clerk) Regular Meeting - 02 Dec 2019 - Minutes - Html	27 - 36
2) Ordinance No. 767, GZ-274: Rezone application of 5.26 acres of unplatted land from CG (Commercial General) to IL (Light Manufacturing Research & Development) zoning designation; subject site generally located immediately east of HWY. 75 and west of Union Ave, immediately south of W. 171st Street.	37 - 53
a. Public Hearing on application	
b. Discussion and possible action to adopt Ordinance No. 767, an Ordinance amending Ordinance No. 746, Title 11, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CG (Commercial General) to IL (Light Manufacturing Research and Development), as recommended by the Planning Commission under application GZ-274; and repealing	

all Ordinances or parts of Ordinances in conflict herewith.

(James McHendry, City Planner)

[Ordinance No. 767](#)

- 3) Discussion and possible action directing a public hearing for an annexation request (ANX20-01), a request by the Muscogee Creek Nation to bring 19.60 acres of unplatted lands, generally located east of US Hwy. 75 and west of Union Avenue, along the north side of W. 181st Street, into the corporate limits of the City of Glenpool. 54 - 64
(James McHendry, City Planner)
[20200106_ANX19-01_staff_report](#)
- 4) Discussion and possible action to approve a sales quote from Jim Glover Chevrolet Dealership in an amount not to exceed \$32,624.44 for a 2020 Chevy 3500 1-ton Crew Cab truck for the Streets and Parks Department; and a quote from Arrowhead Truck Equipment in an amount not to exceed \$10,380.00 for the purchase and installation of the supporting truck bed. The total requested amount for these two purchases is \$43,004.24 to be funded from the FY 2018/2019 annual City Budget item 01-6-14-6333 (Vehicle Purchase). 65 - 72
(Lynn Burrow, Community Development Director)
[Memorandum City Council 01 06 20 Parks Department Vehicle Purchase](#)
- 5) Discussion and possible action to appoint Rob Werley to the Metropolitan Environmental Trust Board of Directors as a replacement for Lynn Burrow. 73
(David Tillotson, City Manager)
[Staff Report - MET Appointment](#)
- 6) Discussion and possible action to approve and authorize the Mayor to execute annual issuance by Bancfirst of \$25,000 Letter of Credit, plus incremental increases, in compliance with the Agreement of Settlement, Compromise and Release ("Settlement Agreement") entered into with Creek County Rural Water District #2 in Settlement of Litigation. 74 - 80
(John Gonsalves)
[Letter of Credit](#)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 3, 2020, by 4:00 pm.

Signed: [Wendy Knight](#)

City Clerk



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: January 6, 2020

This report summarizes development improvement related activities within the City of Glenpool, documenting: (1) major public and private projects in the design process; (2) approved projects under construction, (3) current Planning Department items being processed; (4) Building and Field Inspection Department activities, and; (5) Code Enforcement Department cases within the City of Glenpool:

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS:

A. PAVING REHABILITATION PROJECTS

- The asphalt surfacing portion of the Paving Repair and Rehab Project on a section of Longhorn Avenue south of 121st Street has been completed. The balance of the concrete paving portion of this overall project is scheduled to start the week of January 6th and is projected to be fully complete by January 10th.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

A. ELM POINTE II RESIDENTIAL ADDITION: 141ST STREET AND MADISON AVENUE

- The final approved final subdivision plat was recorded in December.
- Residential home construction is anticipated to start in January.

B. BROOKOVER CORNER I & II: COMMERCIAL ADDITION - 151ST STREET & BROADWAY AVENUE

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and is being developed and completed under the terms and conditions specified in a certain TIF District Agreement approved for the project.
- Public improvements serving the subdivision have been accepted by the City.
- Casey's General Store project is fully complete at this time and the facility has begun operations.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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C. GLEN HILLS: BLOCKS 7 THRU 11 (PHASE II): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE

- The start of construction related to public improvements necessary to serve the Phase II portion of the project is currently in progress.
- The full completion of Phase II development improvement construction, City processing of the final subdivision plat, and the start of actual home construction in the Phase II portion of the project is anticipated in April, 2020.

D. THE PINES: RESIDENTIAL ADDITION – 141ST STREET & IRONWOOD AVENUE

- This single-family residential project was developed under development standards established and approved as a portion of PUD No. 37.
- The public improvements installed to serve this addition have been completed and accepted by the City.
- The final subdivision plat has been recorded and building permitting and home construction will commence in January. To date, there have been nine (9) building permit applications received and are being processed currently.

E. SCISSORTAIL: RESIDENTIAL ADDITION – 151ST STREET & POPLAR STREET

- Site development improvement construction on the Phase I portion of the project started in July and is anticipated to be complete in March, 2020

F. SOUTH 75 BUSINESS PARK: PHASE III

- This commercial/industrial project is located along east side of US Highway 75 extending from 161st Street to 166th Street and is being developed under the terms and conditions specified in a certain TIF District Agreement approved for the project.
- Full completion of development related public improvements has been accomplished including acceptance of the public improvements by the City.

G. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- The Site grading and utility service construction started in July and is projected to be complete in March, 2020.
- Building construction on seven (7) individual buildings started in October and will continue through April, 2020.

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H. ASHTON/GRAY RETAIL CENTER:

- This Commercial Development project is located at the southwest corner of the 121st Street and Yukon Avenue intersection consisting of a multi-tenant building structure supported by various on-site parking lot and access drive improvements.
- The commercial building permit was issued for the project in August and the Developer is estimating project completion in March, 2020.

I. GLENPOOL RETAIL CENTER:

- This commercial project is located on the north side of 146th Street - west of Broadway Avenue consisting of a multi-tenant building structure supported by various on-site parking and access drive improvements.
- The commercial building permit was issued for the project in October. At this time, no construction has been started.

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- **GZ-274: REZONING APPLICATION ON 5.26 ACRES OF UNPLATTED LAND** from CG (Commercial General) designation to IL (Light Manufacturing/Industrial) generally located immediately east of US Hwy. 75, west of Union Ave, and immediately south of W. 171st St.

Applicant: David Reed for Phil Byers | Sparks Reed Architecture

Planning Commission recommended approval; to be put on 01/06 Council agenda.

- **SUP 2019-02: SPECIFIC USE PERMIT FOR TELECOMMUNICATIONS TOWER:** Request to allow a Telecommunications Tower on lands zoned AG (agriculture), SUP required per Table 11.3.9 of the City's Zoning Ordinance. In addition to requesting allowance of telecommunications tower on AG zoned lands, with SUP 2019-02, applicant requests approval for subject tower to be granted a maximum height of 150 feet which is allowed only by Planning Commission and Council approval. The subject site is generally located on south side of W.141st St. South, west of US Hwy. 75, on lands occupied by the Collective Church (596 W. 141st St)

Applicant: Carl Dugan | CRB Companies for ATT

Planning Commission item not heard; variance required from BOA, not granted.

B. LOT SPLIT

- **GLS 241:** This lot split application is on 14.7 acres of un-platted land to create 3 AG (Agricultural) zoned lots located north of W. 171st Street South - approx. 0.25-miles west of US Hwy. 75

Ryan Davis, Owner | 3D Holdings, Applicant

- **GLS 240:** lot split application covering a portion of Block 2 Lot 1 (5.82 acres) of Brookover Corner II Addition, creating 3 CG (Commercial General) zoned lots located at the northwest corner of the intersection at US Hwy. 75 and W. 151st Street.

Alan Betchan, AAB Engineering | Eric Waller

- **GLS 242:** lot split application on Lot 2, Block 2 of MonTapp Addition, Section 2, a Replat of Lot 1, Block 2 MonTapp Additional (Plat No. 6331). Located west of South Waco Ave. and north of W. 126th Street S.

Monument Trading LLC, Owner | Muhammad Khan, SMC Consultants, Applicant

- **GLS 243:** lot split application on 10 acres of un-platted land, amending property lines on two AG (Agricultural) zoned tracts, approximately quarter mile east of 33rd W. Avenue on the north side of W. 141st St. S.

Paul Hopkins and Jinger McPeak, Owner

C. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

i. GLEN HILLS BLOCKS 7-11 - K & S DEVELOPMENT INC.

A residential development located west of northwest corner of 141st Street and Peoria Avenue containing 20.04 acres (Phase II). The proposed subdivision contains 79 single family residential lots with development standards established and previously approved as part of PUD No. 34.

- 9/28/18 TAC
- 10/8/18 PC Preliminary Plat Approved
- TBD | Final Plat COG application

ii. FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 4, SUMMIT PROPERTIES, INC.

A residential development at the intersection of 151st St and Poplar St, containing 29.13 acres (Phase I). Proposed subdivision consists of 88 single family residential lots being developed under standards established with PUD No. 39.

- TBD | Final Plat application

iii. TWIN PONDS A PRELIMINARY PLAT - DAN BEALER/SELECT DESIGN

Preliminary plat for Twin Ponds, a detached single-family subdivision located north of W. 181st St. S., 0.5-miles west of US Hwy 75, and consisting of 22.05-acres. The subject project is being developed under the conditions set forth in PUD 41.

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- 8/12/2019 Planning Commission approved Twin Ponds Preliminary Plat and PUD 41
- 9/3/2019 Council approved Twin Ponds Preliminary Plat and PUD 41
- iv. **RE-PLAT OF PART OF LOT 2, BLOCK 1, MONTAPP ADDITION**
This tract is located approximately 900 feet south of W. 121st Street South , east of Yukon Avenue and contains approximately 5.01 acres zoned CG (Commercial General)
 - This project is on the January 13, 2020 Planning Commission meeting Agenda
- v. **THE LAKES AT TWIN MOUNDS**
Preliminary Plat application, The Lakes at Twin Mounds consists of approximately 94-acres, is zoned RS-3 (Residential Single Family - high density), and is located west of US Hwy. 75 - immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).
 - 10/14/2019 Public Hearing at Planning Commission

D. SITE PLAN APPLICATIONS PENDING REVIEW:

- No pending applications at this time.

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: DECEMBER, 2019

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue
- South 75 Business Park: Phase III Public Improvements: 161st Street & Broadway Avenue
- MonTapp Commercial Building: 125th Court - West of Vancouver Avenue
- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue
- Glenpool Retail Center: 146th Street & Broadway Avenue
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in December, 2019	4
New Commercial Permits Issued in December, 2019	1
Current Active Residential Permits	37
Current Active Commercial Permits	20
2018 Residential Permits thru December	30
2019 Residential Permits issued thru December	42
2018 Commercial Permits Issued Thru December	10
2019 Commercial Permits Issued Thru December	13

B. CODE ENFORCEMENT DEPARTMENT: DECEMBER, 2019

Typical Issues Addressed by Code Enforcement Department:

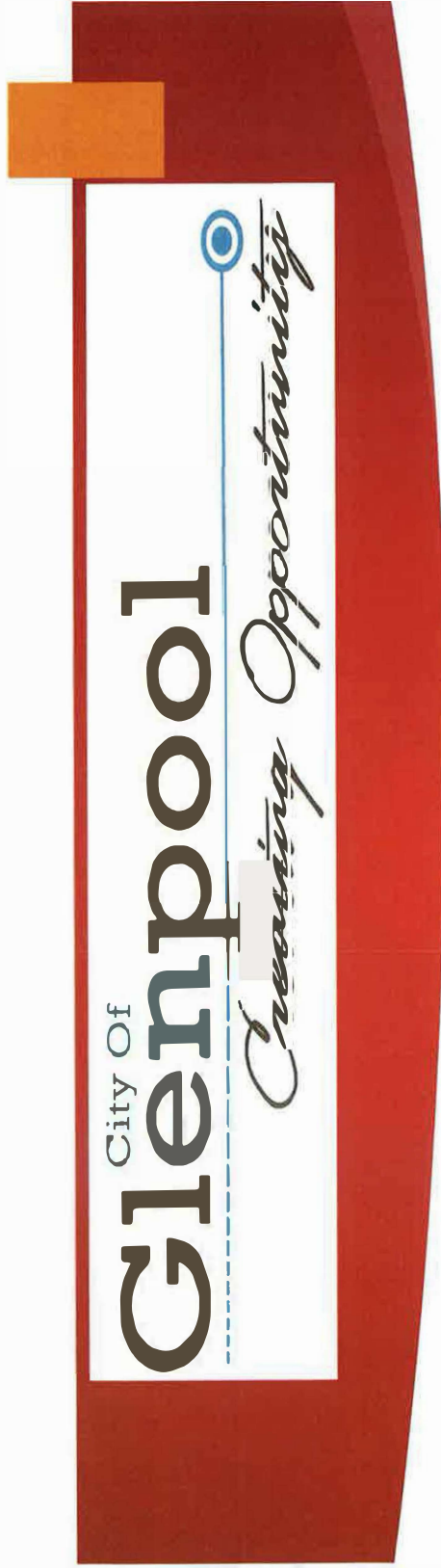
Public Nuisances:

- Inoperable or abandoned vehicles 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 traffic flow
- Bidding and subcontracting involved with nuisance abatement
- Enforcement of Health and Safety Code violations

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DEPARTMENT ACTIVITY FOR THE MONTH: DECEMBER, 2019

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	1359
Open public nuisance cases thru December	12
Code Enforcement Cases - December	
High grass:	-0-
Fire damaged structures:	1
Illegally parked vehicles:	21
Nuisance abatements (contractor):	1
Notices issued for residences with no water service:	1
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	51
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	11
Dilapidated structure/property notices:	1
Trash can/receptacle placement notices:	12
Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	3
Assessment Letters Issued in December	6
Total Assessment Letters Issued in 2019	66



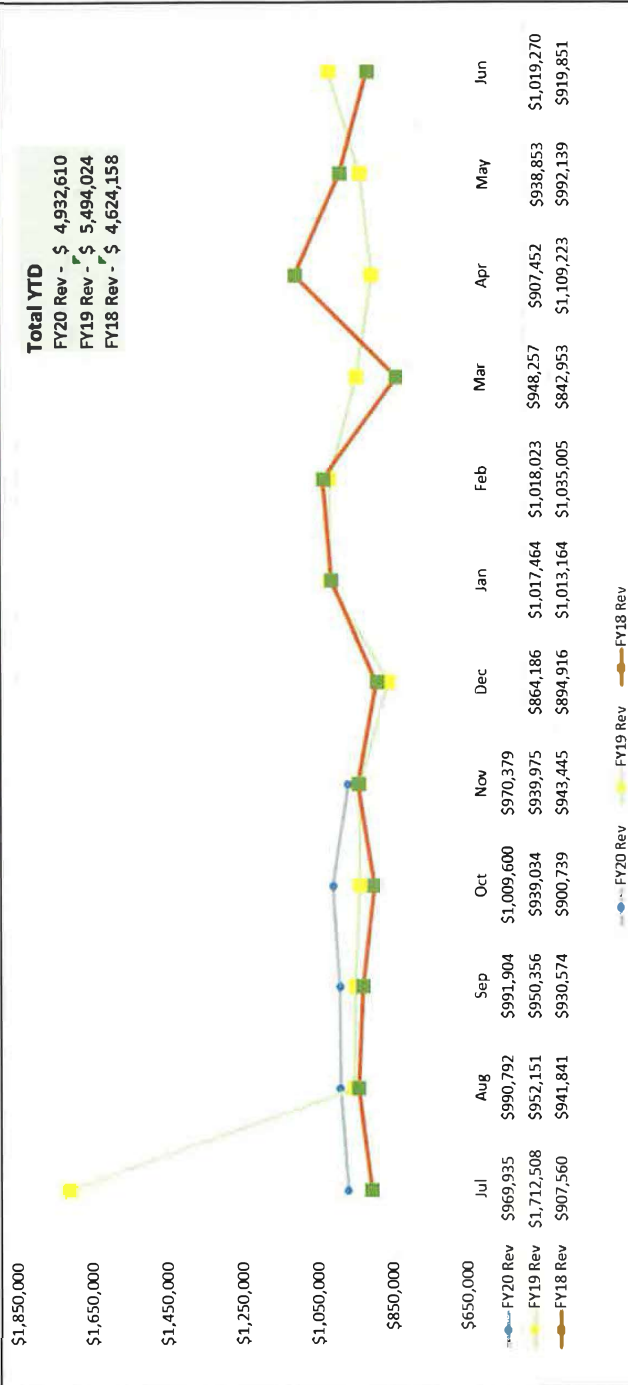
Treasurer's Report NOVEMBER 30TH, 2019

SUMMARY OF REVENUES AND EXPENDITURES AS OF NOVEMBER 2019 5TH MONTH IN FISCAL YEAR 2019-2020 OR 41.67% COMPLETED AS OF NOVEMBER 30TH, 2019

REVENUES AS OF 11/30/19				EXPENDITURES AS OF 11/30/19			
FUND	FY19-20	FY19-20	Target	FY19-20	FY19-20	Target	\$
	BUDGET	ACTUAL YTD	41.67%	BUDGET	ACTUAL	41.67%	
GENERAL FUND	\$11,616,892	\$ 4,932,610	42%	\$11,616,892	\$ 4,716,043	41%	\$ 216,567
GUSA	\$ 9,103,957	\$ 6,011,311	66%	\$ 9,103,957	\$ 2,550,751	28%	\$3,460,560
PARKS & RECREATION	\$ 7,596	\$ 4,379	58%	\$ 7,596	-	0%	\$ 4,379
HOTEL MOTEL TAX	\$ 206,666	\$ 93,388	45%	\$ 206,666	\$ 36,000	17%	\$ 57,388
GIA	\$ 515,360	\$ 183,480	36%	\$ 515,360	\$ 167,762	33%	\$ 15,718
STREETS & INFRASTRUCTURE	\$ 878,173	\$ 252,244	29%	\$ 878,173	\$ 25,511	3%	\$ 226,733
PUBLIC SAFETY CAPITAL	\$ 673,106	\$ 225,116	33%	\$ 673,106	\$ 185,878	28%	\$ 39,238
PUBLIC SAFETY PERSONNEL	\$ 1,279,403	\$ 476,030	37%	\$ 1,279,403	\$ 509,566	40%	\$ (33,537)
TOTAL	\$24,281,153	\$12,178,558		\$24,281,153	\$ 8,191,510		\$3,987,048

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF NOVEMBER 2019
5TH MONTH IN
FISCAL YEAR 2019-
2020 OR 41.67%
COMPLETED AS OF
NOVEMBER 30TH,
2019

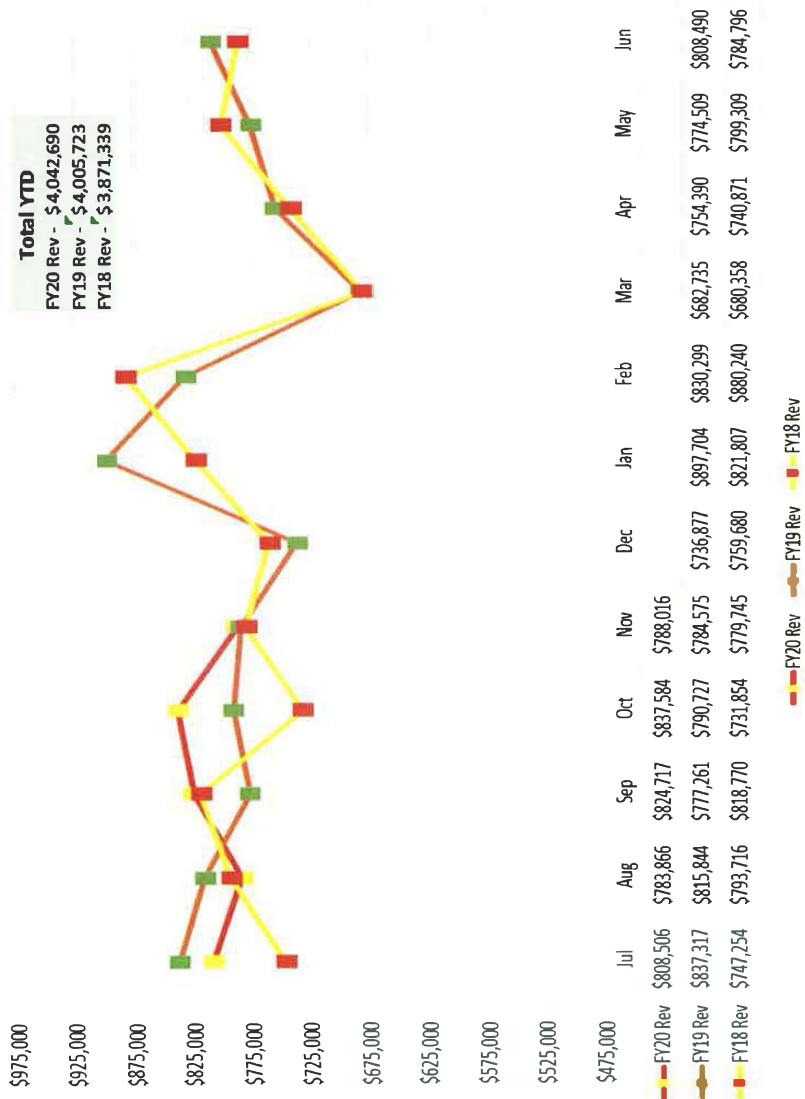
City of Glenpool General Fund Revenues as of SEPTEMBER 30TH, 2019 -10.2% DECREASE COMPARED TO PREVIOUS YTD



In 2018-2019 the TCC building was sold which accounted for the significant increase in revenue for the month of July in the previous year.

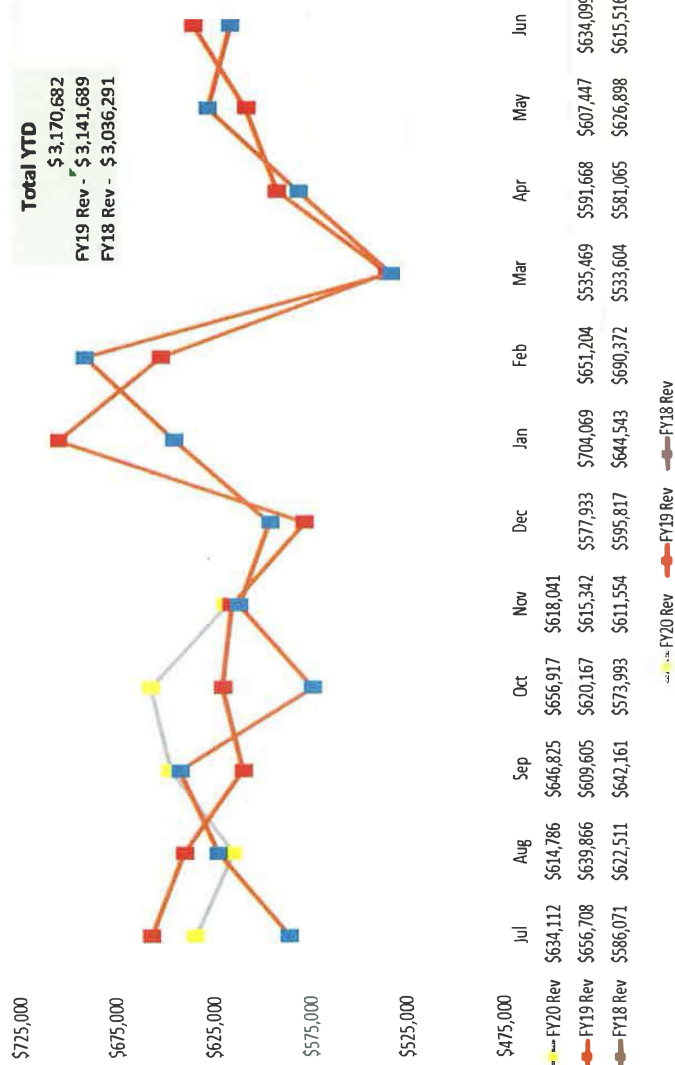
City of Glenpool Sales Tax Revenues - All Funds as of NOVEMBER 30TH, 2019

- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
 - ▲ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
 - ▲ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017
- 0.9% INCREASE COMPARED TO PREVIOUS YTD



City of Glenpool Sales Tax Revenues - General Fund as of NOVEMBER 30TH, 2019

0.9% INCREASE
COMPARED TO
PREVIOUS YTD



City of Glenpool General Fund Expenditures as of NOVEMBER 30TH, 2019

- ▲ General Government includes City Clerk, Finance, and Organizational Expenses
- ▲ Police includes Police, Animal Control and Dispatch
- ▲ Community Services includes Planning, Inspections and Code Enforcement
- ▲ Administration includes City Manager, City Attorney, and Human Resources
- ▲ Non-Departmental includes transfers to other funds

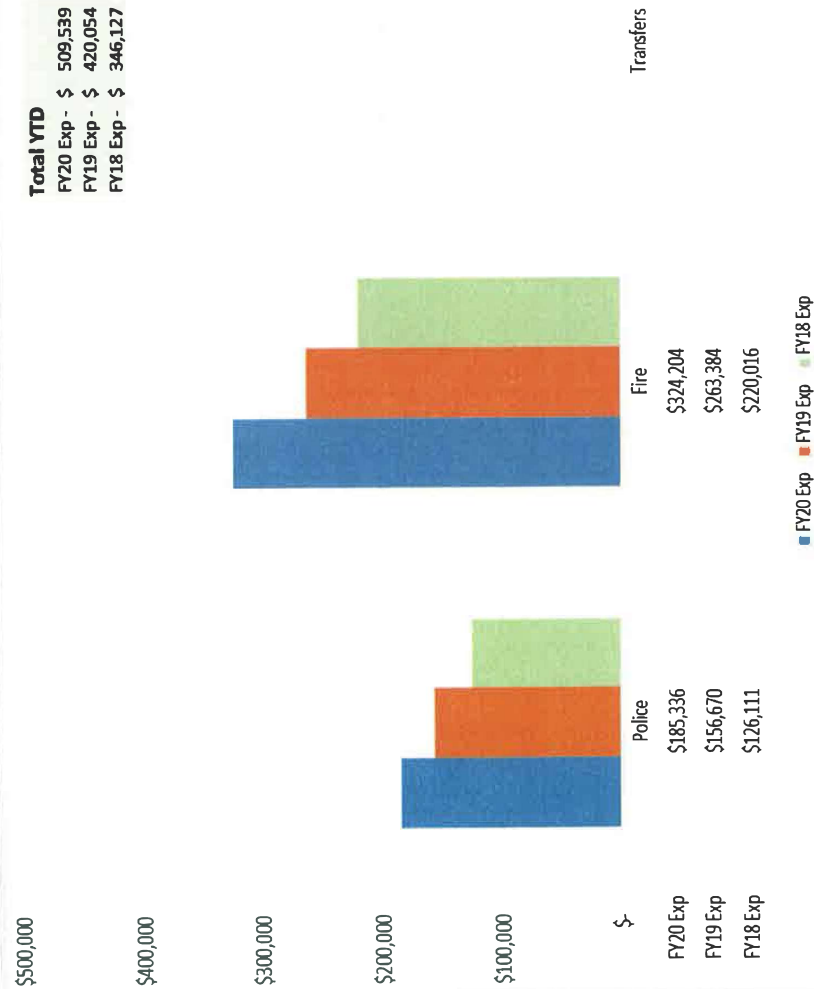


Public Safety Personnel Fund Revenues as of SEPTEMBER 30TH, 2019

- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August of, 2016)
- ▲ 4% INCREASE COMPARED TO PREVIOUS YTD



Total YTD
 FY20 Exp - \$ 509,539
 FY19 Exp - \$ 420,054
 FY18 Exp - \$ 346,127



Public Safety Personnel Fund Expenditures as of NOVEMBER 30TH, 2019

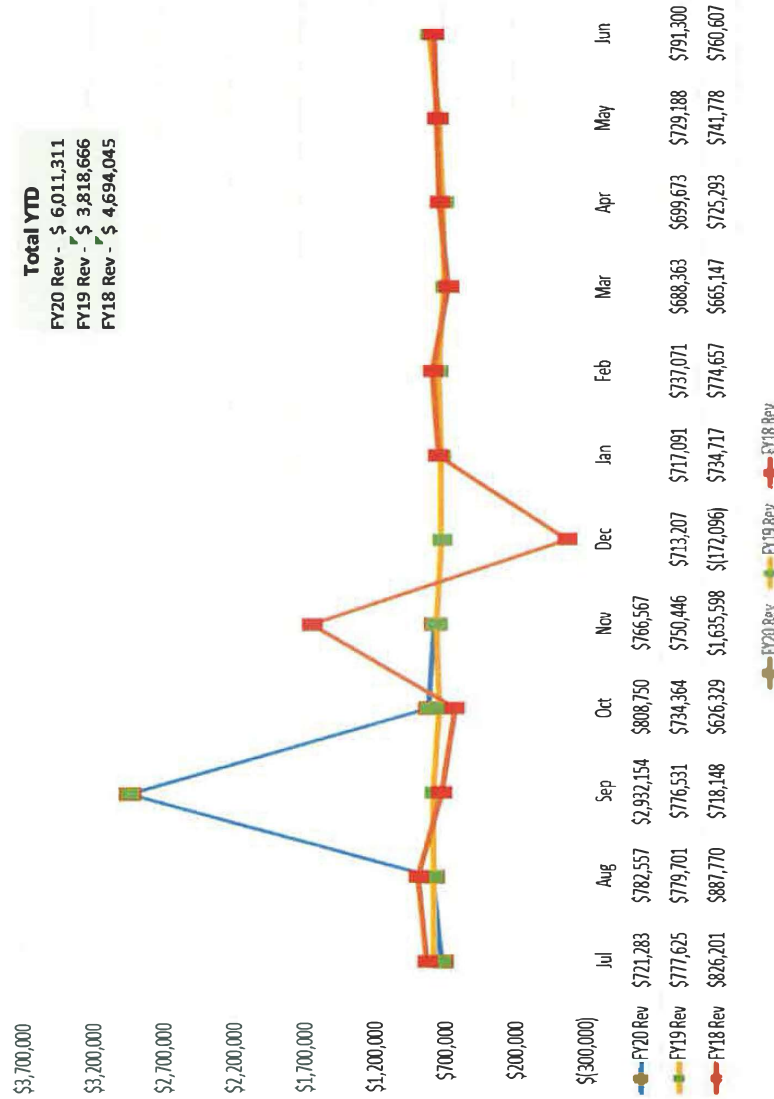
- ▲ Police includes seven officers - personal services and operating expenses
- ▲ Fire includes nine firefighters - personal services and operating expenses

Glenpool Utility Services Authority

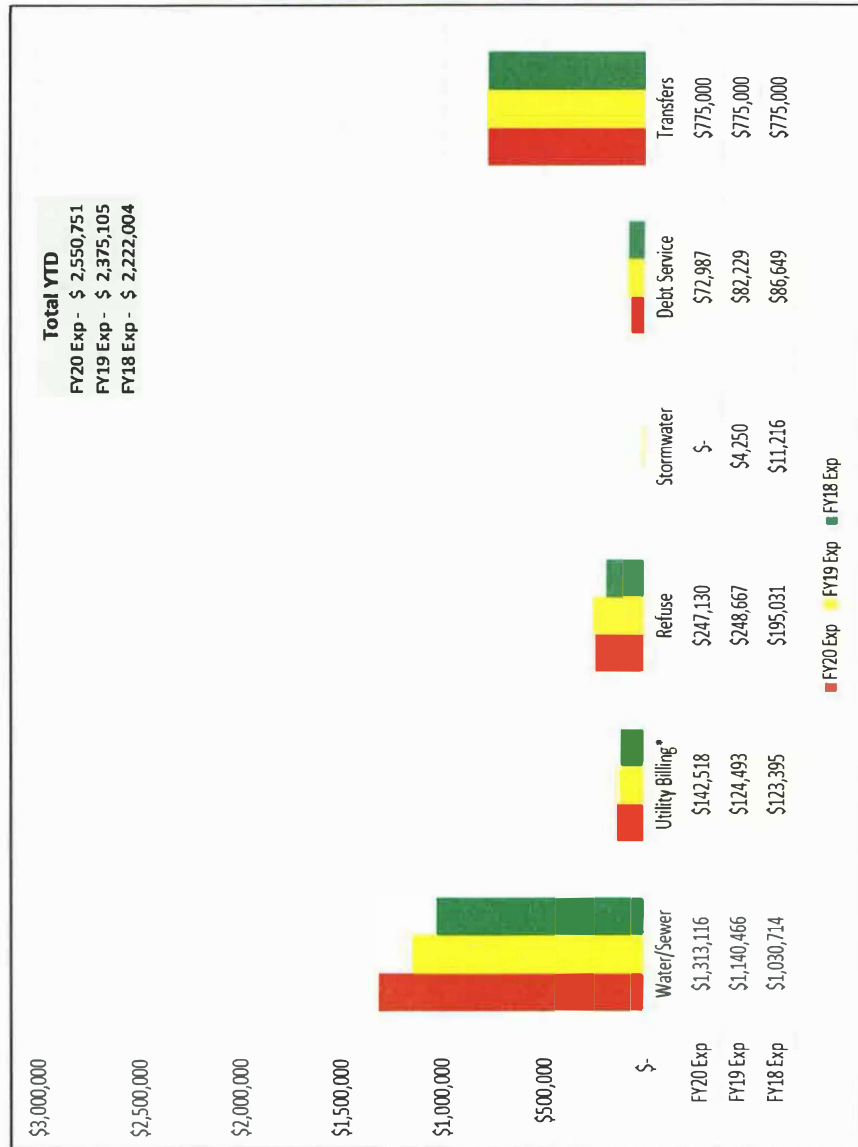
Revenues as of NOVEMBER 30TH, 2019

57.4% INCREASE COMPARED TO PREVIOUS YTD

* INCREASE IN SEPTEMBER IS DUE TO REVENUE RECEIVED FROM REFINANCING THE 2010A,B AND 2011 BONDS



Glenpool Utility Services Authority Expenses as of NOVEMBER 30TH, 2019

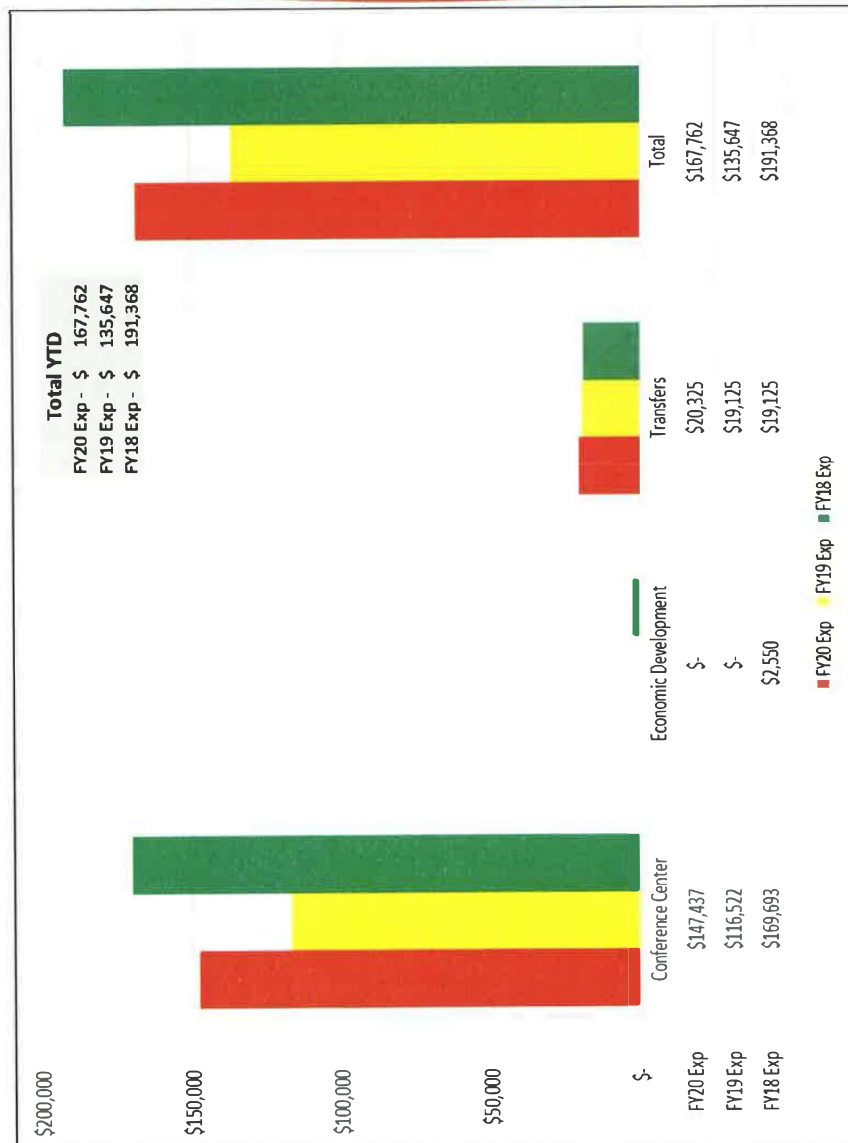


Glenpool Industrial Authority Revenues as of NOVEMBER 30TH, 2019

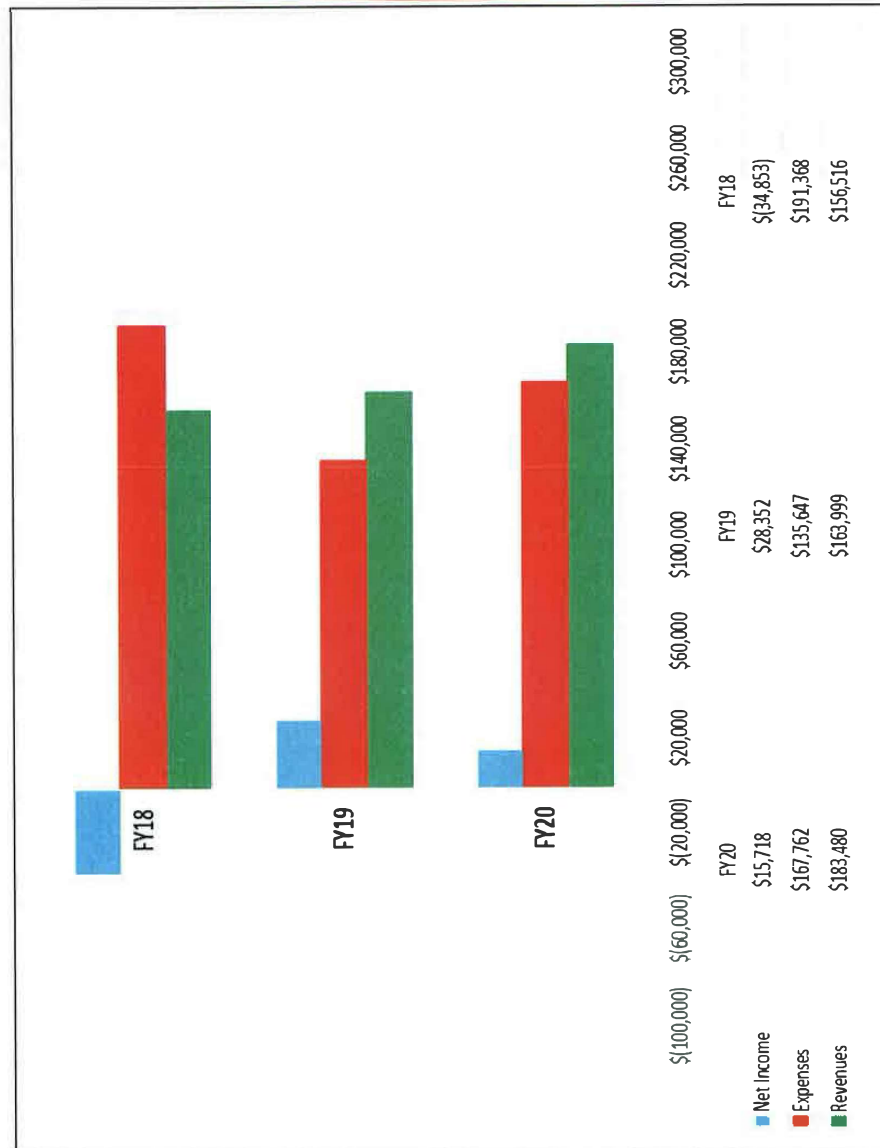
12% INCREASE COMPARED
TO PREVIOUS YTD



Glenpool Industrial Authority Expenses as of NOVEMBER 30TH, 2019



Glenpool Industrial Authority Net Income as of NOVEMBER 30TH, 2019



Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 95,214	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	C	30,000	-	30,000	30,000	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	131,667	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	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	IP	132,500	-	132,500	14,747	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	IP	750,000	-	750,000	613,591	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,762,504	

Proposition 2 (0.26%) 51

Public Safety Radio System	C	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079
Police Vehicles	IP	3,000,000	-	3,000,000	451,483
PD Mobile Computer System	IP	208,000	-	208,000	211,923
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	797,482
Firefighter Air packs	C	250,000	-	250,000	250,000
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,995,967

Total Props 1 and 2

\$ 22,220,837 \$ 62,363 \$ 22,283,200 \$ 4,631,984

Proposition 3 (0.55%) 52

Hire 7 additional Firefighters	C				
Hire 5 additional Police Officers	C				
Two additional Firefighter was hired due to additional fund revenue.					
Two additional Police was hired due to additional fund revenue					
NS= Project not yet started, IP= Project in progress, C= Project is complete					



To: Mayor and Council

From: David Tillotson

Date: January 2, 2020

Re: City Manager Report

Economic Development

Lynn, James, Mandy Vavrinak and I spoke to the Tulsa Home Builders Developers Council in December. We were asked to present information about the state of our housing market and communicate information that would tell the story of why home builders and developers should be considering Glenpool for their future projects. I believe we had a frank and honest conversation with the group that was positive overall.

As expected, there were a few individuals that expressed some concern that our desire for higher-priced homes is not consistent with the market. We assured them that our desire is to create a diverse market mix of homes that will continue to allow young families an opportunity to purchase homes in their price range while accommodating the desire we continue to hear from our current residents that they want larger homes with more amenities. We had a couple of attendees speak to their desire to see larger homes in the market, including one who is a Glenpool resident that spoke passionately about her desire to move into a larger home for her family but struggled finding anything.

We also received a significant number of comments about the perceived difficulty in Glenpool with allowing small lot homes of any price type. The desire I heard from builders in attendance as well as at my conversation with Simmons Homes in November is that builders need to have smaller lots to make the homes profitable for them to build. They told us the profit margin in most homes, especially custom homes, is so tight that lot price makes or breaks the build. We discussed the PUD process we have for smaller lot sizes and the Council's approval of several of those projects recently as examples of our desire to work with developers on projects that benefit both the developer and the City.

I believe this meeting created some much-needed dialogue between Glenpool and the area builders and developers and allowed us to develop, or rekindle, some relationships within this community.

Planning/Goal-Setting Meeting

Just a reminder that we intend to hold a planning session for the Council as part of the January 20th Council meeting. The goal will be to determine a set of priorities for the 2020-2021 Fiscal Year that staff can use to help guide our quarterly Rocks and budgeting process. We will also be discussing longer-term (10-yr) priorities for the City.

IT Updates

All employees are working their way through a video series provided by our IT services provider, Springpoint, to educate them on virus/spam/etc risks and tools and tips to avoid compromising our system. This training is one piece of our larger effort to further protect and secure our network system. With attacks on networks rising, especially on government servers, we believe these efforts are worth the time investment and minor irritations that come with increasing password security and additional training.

Upcoming Events

- The ICSC Texas show is January 8-10.
- The Coalition of Tulsa Area Governments will be having their Legislative Reception on Wednesday, January 22nd.
- The annual Chamber Banquet is set for Saturday, January 25th.
- Susan and I will be attending the OMMS and CMAO conferences on January 28-31.

MINUTES
Regular Meeting
December 2, 2019 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Brandon Kearns
Jacqueline Triplett-Lund
Tim Fox

COUNCIL ABSENT: Momodou Ceesay

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin
Rob Werley

STAFF ABSENT: Lowell Peterson

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:02 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Toby Youngblood, Faith Church**
Codey Lasiter, Faith Church, gave the invocation in Toby Youngblood's absence.
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Director's Report 12 02 19](#)
- F) City Manager Report – David Tillotson, City Manager**
- Simmons homebuilders are putting together statics for residential growth, and will share that report when it is available.

- Reminder of the following upcoming events: City Christmas dinner is Friday, December 6th, at 6:30 p.m.; Parade schedule has changed, and will be Monday, December 9th, at 7:00 p.m.; Black-Gold lights on ceremony at 8:00 p.m. immediately following parade; Coalition of Tulsa Area Government's Legislative Reception is scheduled for Wednesday, January 22nd; and the annual Chamber Banquet will be held on Saturday, January 25th.

Councilor Lund reminded everyone participating in the Christmas parade, that no candy will be thrown due to visibility at night. All candy must be handed out by individuals walking the route.

[City Manager Report](#)

G) Mayor Report – Timothy Lee Fox, Mayor

There was no Mayor report.

H) Council Comments

There were no Council comments.

I) Public Comments

There were no public comments.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from November 4, 2019 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve the minutes as presented.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Regular Meeting - 04 Nov 2019 - Minutes - Html](#)

- 2) Discussion and possible action to approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with

Agreement of Settlement, Compromise and Release ("Settlement Agreement") to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors.
(Wendy Knight, City and GUSA Clerk; Lowell Peterson, City Attorney in absentia)

Ms. Knight presented and recommend Council approval of the Audit Reconciliation Agreement of Compliance pertaining to the Creek-2 Settlement Agreement which Mr. Peterson previously presented at the November 4, 2019 meeting. Legal counsel for both parties, City Council, Glenpool Utility Services Authority Board, and Creek-2 Board of Directors have approved the Agreement.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[STAFF RE REC AGMT 120219](#)

[Reconciliation Agreement Pursuant to Section 10\(f\) - 2019 Auditable Period Report](#)

- 3) Discussion and possible action to approve acceptance of public infrastructure improvements serving *Brookover Corner I & II* additions.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval and acceptance of public infrastructure improvements serving *Brookover Corner I & II* additions. The public improvements include: paving to provide public access to and from 151st Street, Casper Avenue, and along Broadway Avenue; a storm sewer collection and conveyance system, and drainage improvements associated with internal public

streets and lot surface run-off; 8" ID public water main extensions providing domestic water and fire protection service to the addition along Broadway Avenue; and 8" ID public sanitary sewer main extensions providing sewer service at various locations throughout the addition.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve acceptance of public infrastructure improvements serving Brookover Corner I & II additions.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council 12 02 19 Acceptance of Public Improvements Brookover Corner](#)

- 4) Discussion and possible action to authorize release of a certain Irrevocable Letter of Credit, No.190800, issued by the First National Bank and Trust Company of Broken Arrow in the amount of \$453, 661.20 to secure performance by Moab Holdings Glenpool, LLC, of the installation of certain public infrastructure improvements serving the *BrookoverCorner* subdivision in Glenpool as a condition for the City's release of final subdivision plats for recording, such improvements having been completed and accepted by the City Council.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of authorizing the release of a certain Irrevocable Letter of Credit, No.190800, issued by the First National Bank and Trust Company of Broken Arrow in the amount of \$453, 661.20 to secure performance by Moab Holdings Glenpool, LLC, of the installation of certain public infrastructure improvements serving the *Brookover Corner* subdivision in Glenpool as a condition for the City's release of final subdivision plats for recording. The public improvements covered under the original LOC have been fully completed, bonded for maintenance, and accepted by the City of Glenpool for ownership. As such, the City no longer needs this type of security covering improvements that have been fully completed and accepted for ownership.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To authorize release of a certain Irrevocable Letter of Credit, No. 190800, issued by the First National Bank and Trust Company of Broken Arrow in the amount of \$453, 661.20 to secure performance by Moab Holdings Glenpool, LLC, of the installation of certain public infrastructure improvements serving the Brookover Corner subdivision in Glenpool as a condition for the City's release of final subdivision plats for recording, such improvements having been completed and accepted by the City Council.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council 12.02 19 Release of LOC Brookover Corner](#)

- 5) Discussion and possible action to approve acceptance of public improvements constructed to serve *South 75 Business Park - Phase III*, and as covered under the attached Performance and Maintenance Bonds.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval and acceptance of public improvements constructed to serve *South 75 Business Park - Phase III*, and as covered under the Performance and Maintenance Bonds. The Performance and Maintenance Bonds cover 100% of the total cost of all facilities constructed as a portion of the subject public improvements for the required one-year period for the sanitary and storm sewer system improvements, and a two-year period for the Street and related curb inlet drainage improvements from the date of official City acceptance of these facilities.

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve acceptance of public improvements constructed to serve South 75 Business Park - Phase III, and as covered under the attached Performance and Maintenance Bonds.

	For	Against	Abstained	Absent
--	------------	----------------	------------------	---------------

Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council Agenda Item 102 19 Public Improvement Acceptance So. 75 Bus. Park III](#)

- 6) Discussion and possible action to approve acceptance the public improvements serving *Elm Pointe II* addition - PUD No. 38.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval and acceptance of the public improvements serving *Elm Pointe II* addition - PUD No. 38. These improvements include: paving constructed to provide public access from 141st Street and via internal streets; storm sewer collection and conveyance system, and drainage improvements associated with internal public streets; 6" ID public water main extensions providing domestic water and fire protection service to the addition; and 8" ID sanitary sewer main extensions providing sewer service at various locations throughout the addition.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve acceptance the public improvements serving Elm Pointe II addition - PUD No. 38.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council 12 02 19 Acceptance of Public Improvements Elm Pointe II](#)

- 7) Discussion and possible action to approve acceptance of the public

improvements serving *The Pines* addition - PUD No. 37.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of Discussion and acceptance of the public improvements serving *The Pines* addition - PUD No. 37. The improvements include: paving to provide public access from 141st street and via internal streets; storm sewer collection and conveyance system, and drainage improvements associated with access and internal public streets; 6" ID public water main extensions providing domestic water and fire protection service to the addition; and 8" ID sanitary sewer main extensions providing sewer service at various locations throughout the addition.

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve acceptance of the public improvements serving The Pines addition - PUD No. 37.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council 12 02 19 Acceptance of Public Improvements The Pines](#)

- 8) Discussion and possible action to approve acceptance of a General Utility Easement dedication from Charles B. Emde.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval and acceptance of a General Utility Easement dedication from Charles B. Emde. This easement is being dedicated to the public to provide for the installation of a new entry drive to the Oak Street sanitary sewer liftstation. The new and improved method of access to the facility will include the installation of a gate system incorporated into the existing perimeter fence at the facility, as well as the construction of a new gravel access drive from 131st Street. The acceptance of this easement dedication will provide for legal access to the facility across private property owned by the adjacent landowner (Charles B. Emde) as illustrated on the site plan.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve acceptance of a General Utility Easement dedication from Charles B. Emde.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Memorandum City Council 12 02 19 Acceptance of Utility Easement C Emde](#)

- 9) Discussion and possible action to approve council member attendance at the ICSC RECON conference in Las Vegas, on May 17-19, 2020 and authorize the City to pay registration and travel costs for approved council members.
(David Tillotson, City Manager)

Mr. Tillotson presented information regarding the ICSC RECON conference in Las Vegas, on May 17-19, 2020. The City has attended the ICSC RECON conference for the past several years, which allows us to visit with specific retailers, developers and brokers to increase our economic development prospects.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve Mayor Fox and Councilor Calvert attending the ICSC RECON conference in Las Vegas, on May 17-19, 2020 and authorize the City to pay registration and travel costs for those council members.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[ICSC RECON conference](#)

- 10) Discussion of 121st street Widening Project. No action will be taken.
(David Tillotson, City Manager)

A discussion was held regarding the 121st Street Widening Project. Tulsa County will hold a public hearing at the Conference Center on December 10, 2019 at 6:30 p.m. with information regarding this project. The current plan has a dedicated north-bound turn lane (turning west). No action was taken.

[121st street widening project](#)

- 11) Discussion and updates of economic development in the City of Glenpool. No action will be taken.
(David Tillotson, City Manager; Rickey Hayes; Mandy Vavrinak)

A discussion was held regarding economic development in the City of Glenpool. Presentations were made by Rickey Hayes, and Mandy Vavrinak. No action was taken.

[Economic Development Update](#)

[Glenpool 2019 trend update](#)

[Council Glenpool Data MV](#)

- 12) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act).
(David Tillotson, City Manager)

Mr. Tillotson recommended entering into Executive Session for the purpose of conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act).

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To enter into Executive Session at 7:29 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

[Project 36 Ex Sess 120219 Memo](#)

- 13) Discussion and possible action to reconvene in Regular Session.
(Timothy Lee Fox, Mayor)

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To reconvene in Regular Session at 8:38 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay				x
Tim Fox	x			
	4	0	0	1

CARRIED.

K) Adjournment

Mayor Fox declared the meeting adjourned at 8:38 p.m.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES-TYLER MCHENDRY AICP, CITY PLANNER

DATE: JANUARY 06, 2020

ITEM: ORDINANCE 767 | ZONING CASE GZ-274

REQUEST: CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 767
REZONING 5.262 ACRES OF UNPLATTED PROPERTY FROM CG (COMMERCIAL
GENERAL) ZONING DISTRICT TO IL (LIGHT MANUFACTURING RESEARCH AND
DEVELOPMENT)

APPLICANT: DAVID REED, AIA | SPARKS REED

SITE: SITE IS GENERALLY LOCATED IMMEDIATELY EAST OF US HWY. 75 AND WEST OF UNION
AVENUE, IMMEDIATELY SOUTH OF W. 171ST STREET

ZONING: CG

COMP PLAN: STATE HWY 75 CORRIDOR

BACKGROUND

GZ-274 is an application for a rezone of a 5.26 acre unplatted tract of land located immediately east of US Hwy. 75 and west of Union Avenue, immediately south of W. 171st Street. The applicant's rezone proposal to change the zoning from CG (commercial general) to IL (light manufacturing research & development) has been reevaluated for consistency with the City's 2030 PLAN (comprehensive plan). Applicant has indicated plans for the site are to redevelop with a new production and distribution site for Frankoma pottery.

On December 9th of 2019 the Glenpool Planning Commission recommended approval of the requested zone change (GZ-274) 4 to 0. Following the 12/9 Planning Commission, Staff drafted Ordinance 767, which upon adoption, would amend the zoning as recommended by the Planning Commission and requested by the applicant.

ANALYSIS AND DEVELOPMENT REQUIREMENTS

The site is on unplatted lands previously developed with a pre-manufactured home park; residential uses have since ceased at the park and the land has remained vacant from development. From a reviewing FEMA regulated 100-year floodplain (INCOG – Tulsa County Floodplain Map), subject site is not shown within the FEMA regulated 100-year floodplain.

1

SURROUNDING LAND USES

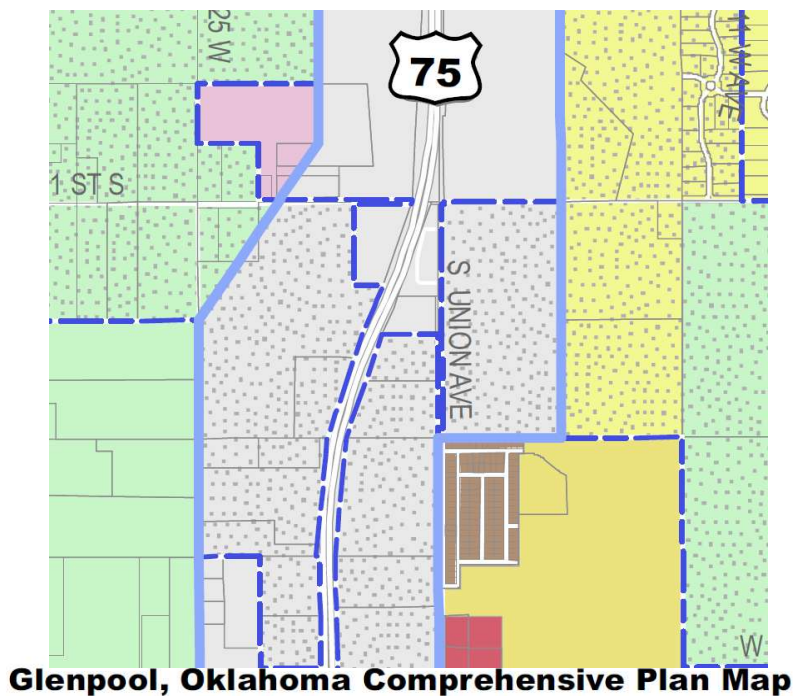
Land use and zoning of properties immediately adjacent to the subject site:

	Zoning	Land Use
North	CG - Commercial General	Mark Allen Chevrolet, Religious Gathering Space (Faith Church) and Undeveloped
South	CG - Commercial General	Construction Company and Global Sign Solutions
East	AG - Agricultural	Farm
West	AG - Agricultural CG - Commercial General	Undeveloped

COMPREHENSIVE PLAN/ZONING

The site is within lands designated by the Comp Plan as *US 75 Corridor*.

The Glenpool 2030 Plan (Comprehensive Plan)



Glenpool, Oklahoma Comprehensive Plan Map

Land Use

- Rural
- Parks and Recreational Open Space
- Estate Residential
- Suburban Residential
- General Residential
- Neighborhood Conservation
- Attached Residential
- Multi-Family Residential
- Suburban Commercial

- General Commercial
 - Industrial Light
 - Industrial Medium
- Districts**
- Special District 1: Old Towne District
 - Special District 2
 - Special District 3
 - Special District 5: Central Business District
 - Special District 6

Corridors

- S.H. 67 Corridor (Former Special District 4)
 - U.S. 75 Corridor
- Note: See Plan text for more background and policy direction for future land use in Corridor and Special District areas.
- Glenpool Annexation Fence Line
 - Glenpool Corporate Limits
 - Unincorporated Area
 - Parcel Boundary

ADOPTED
11/14/2017

EXCERPTS FROM COMPREHENSIVE PLAN

17. The portion of US Highway 75, Beeline Expressway/Okmulgee Expressway (US-75) within Glenpool should be improved and upgraded to interstate highway standards, and development along this corridor should be highway commercial, tourist, office, industrial and high-profile SUPPLEMENTAL REPORT FROM 2017 INTERIM UPDATE (11.14.2017) | Page 8 of 53

INTRODUCTON: The relatively underdeveloped US-75 corridor from SH-67 (151st Street) south to 201st Street is incrementally being recognized and utilized for its commercial and light industrial potential. SUPPLEMENTAL REPORT FROM 2017 INTERIM UPDATE (11.14.2017) | Page 18 of 53

ZONING: RELATIONSHIP TO COMPREHENSIVE PLAN

The primary purpose of zoning regulations is the implementation of the 2030 PLAN. Prior to adopting and amending zoning regulations and zoning and rezoning of land, the actions taken must be evaluated for consistency with the land use designations shown in the 2030 PLAN. Provisions of the Zoning Code must not contradict the intent and purpose of the 2030 PLAN and must not preclude the realization of the goals, objectives and policies of the 2030 PLAN.

This does not mean that zoning districts must duplicate the nomenclature of land use categories exactly, but they should be compatible with the goals, objectives, policies and principles that describe the intent of the various land use categories as designated in the 2030 PLAN. Part IV of this plan includes a new 2030 PLAN Map, as updated since 2010 through the 2016-17 interim update process, and associated descriptions of the land use categories depicted on the Map. Also, in Part IV, with the Map, is Table 21, Future Land Use Designations Relative to Zoning Classifications.

The subject site of GZ-274 is shown in the Comprehensive Plan as being within the US Hwy 75 Corridor. A zoning change from CG to IL at the site would foster lower intensity industrial and commercial uses aligning with the goals for the Comprehensive Plan. The applicant is seeking the zoning change to redevelop the former manufactured home park into a site for the design and manufacturing of Frankoma pottery.

Staff finds the request to rezone the subject site from CG to IL in general conformance with the goals and intent of the City's Comp Plan, the request will support a light industrial use with a retail component on lands designated for high intensity uses.

RECOMMENDATION

A zone change from CG to IL at the subject site, will provide for a land use in line with the types of uses envisioned in the City's Comprehensive Plan for the US Hwy 75 corridor. The City's bufferyard requirements for sites zoned IL will help integrate redevelopment at the site with future land uses. Staff recommends approval of the rezoning of the subject property.

3

RECOMMENDED MOTION

Motion to approve Ordinance 767, changing the zoning of the 5.26-acre unplatted subject site from CG to IL.

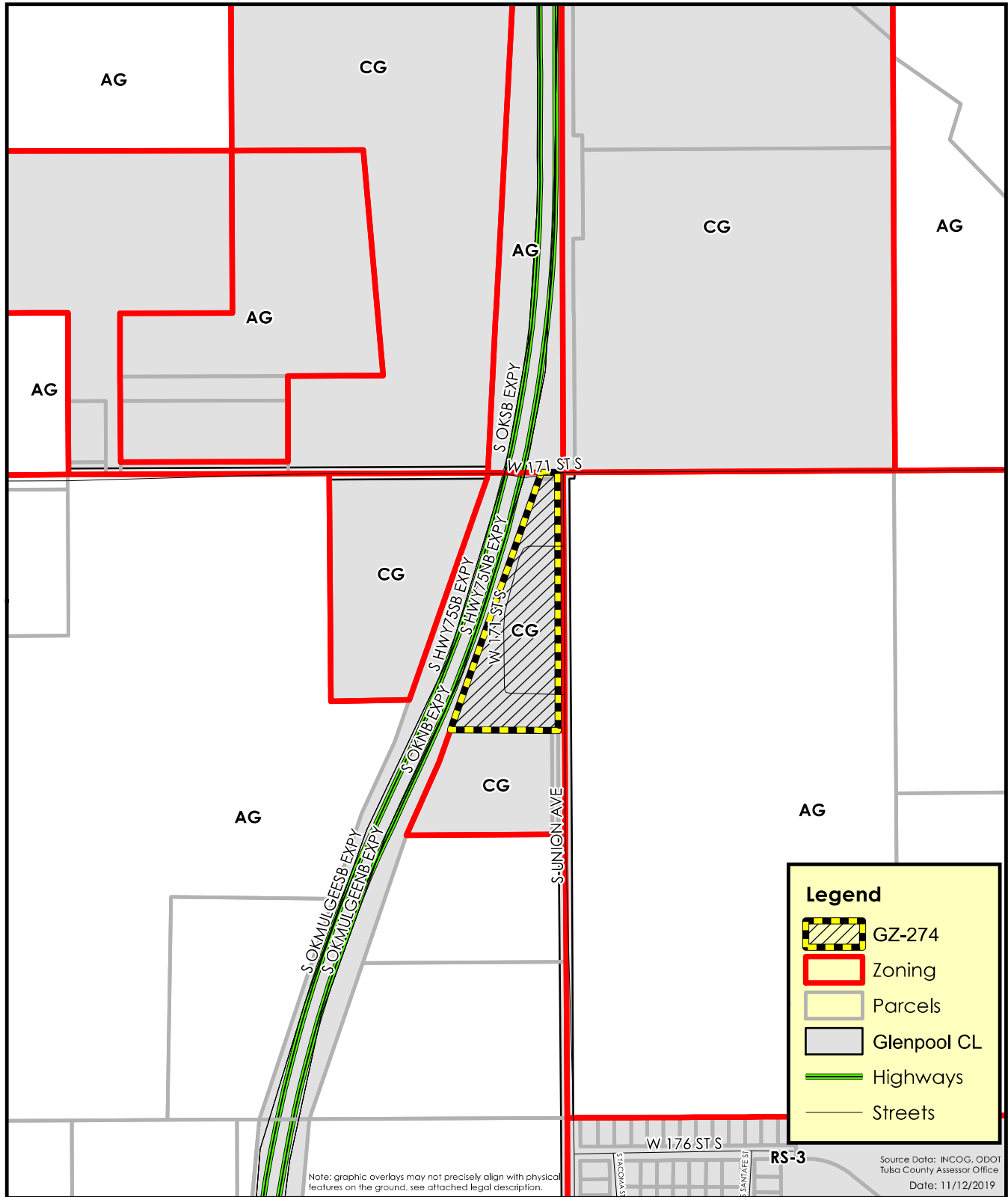
ATTACHMENTS:

1. Aerial Photo
2. Zoning Map
3. Application
4. Concept Site Plan
5. Ordinance 767

PUBLIC HEARING NOTICE:

1. 300-foot radius mailed 2019/11/15
2. Published in Tulsa World 2019/11/15





GZ-274 - proposed change of zoning of 5.262 acres of unplatted property from CG (commercial general) zoning designation to IL (light manufacturing research and development) zoning designation; subject site generally located immediately east of US Hwy. 75 and west of Union Avenue, immediately south of W. 171st Street.



CITY OF GLENPOOL PLANNING COMMISSION**[X] ZONING [] PUD [] PUD AMENDMENT**

12205 S. Yukon Ave - Glenpool, Oklahoma 74033 - (918) 209-4610 - FAX (918) 209-4611

RECEIVED
NOV 01 2019

CASE NUMBER

42-274

BY: [Signature]

www.glenpoolonline.com

APPLICATION INFORMATIONRECEIVED BY: [Signature] DATE FILED: 11/1 TAC DATE: 11/22 PC DATE: 12/09 CITY COUNCIL DATE: _____☐ RES ☒ NON-RES ☐ COMBO RELATED ZONING OR PUD #: _____ BUILDING PERMIT APPLICATION NUMBER: _____☐ GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS: _____**SUBJECT PROPERTY INFORMATION**ADDRESS OR DESCRIPTIVE LOCATION: 17117 S. Union Ave. Glenpool, OK TRACT SIZE: 5.262 AcresLEGAL DESCRIPTION: North 2001 ft of the East half of the Northeast Quarter (E/2 NE/4) of section Thirty-four(34), Township
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, Lying East of the right of way of U.S. Highway No. 169 and 75 Right of way.

PRESENT USE: vacant PRESENT ZONING: CG SEE ATTACHED FULL LEGAL DISCRPTION**INFORMATION ABOUT YOUR PROPOSAL**PROPOSED NEW ZONING: Industrial, Light, Flex Commercial DEV. AREAS AFFECTED BY PUD AMENDMENT: _____ PUD PROPOSAL ATTACHED ☐ Y ☒ NPROPOSED USE: Frankoma Pottery Showroom/office/Manufacture NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	David Reed, AIA	NAME	Phil Byers
ADDRESS	1401 S. Denver Ave.	ADDRESS	17316 S. Union Ave,
CITY, ST, ZIP	Tulsa, OK 74119	CITY, ST, ZIP	Mounds, OK 74047
DAYTIME PHONE	918-884-6007	DAYTIME PHONE	918-230-1354
EMAIL	david@sparksreed.com	EMAIL	philbyers@byerscompany.net
FAX		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE:	<u>[Signature]</u> <u>10/31/19</u>		

DOES OWNER CONSENT TO THIS APPLICATION ☒ Y ☐ N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Buyer's Architect

APPLICATION FEES			
BASE APPLICATION FEE		\$	<u>300</u>
ADDITIONAL FEE	ACRES x SLIDING FEE =	\$	
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT		\$	
SIGNS	\$50 X =	\$	<u>1050</u>
300' PROPERTY OWNERS MAILING & POSTAGE	\$1.00 per Name =	\$	<u>7</u>
RECEIPT NUMBER:		TOTAL AMOUNT DUE	\$ <u>357</u>

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

DISPOSITION

STAFF RECOMMENDATION:	
PC RECOMMENDATION:	PC ACTION DATE/VOTE:
CITY COUNCIL ACTION DATE/VOTE	ORDINANCE NO:
PLAT NAME	PLAT WAIVER ☐ Y ☐ N

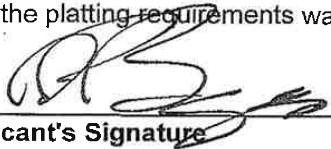
REVISED 7/23/2017

PLATTING REQUIREMENT

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows:

For any land which has been rezoned to a zoning classification other than AG upon application of a private party or for any land which has been granted a special exception by the Board of Adjustment as enumerated within Use Units 2, 4, 5, 8, and 20, no building permit or zoning clearance permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to and approved by the Planning Commission, and filed of record in the office of the County Clerk where the property is situated. Provided that the Planning Commission, pursuant to their exclusive jurisdiction of subdivision plats, may remove the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number _____.


Applicant's Signature

10-24-2019
Date

Glenpool Planning Commission Case Number: _____

- Technical Advisory Committee (TAC) Meeting Date: _____

Glenpool Community Development Conference Room
Glenpool City Hall/Conference Center 2nd Floor
12205 South Yukon Ave, Glenpool, Oklahoma 74033

- Glenpool Planning Commission: Date: _____

Glenpool City Council Chambers
Glenpool City Hall/Conference Center 3rd Floor
12205 South Yukon Ave, Glenpool, Oklahoma 74033

- Glenpool City Council: Date: _____

Glenpool City Council Chambers
Glenpool City Hall/Conference Center 3rd Floor
12205 South Yukon Ave, Glenpool, Oklahoma 74033

A person knowledgeable of the application and the property must attend the meetings listed above to represent the application. Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing.

REVISED 7/23/2017

CITY OF GLENPOOL

REC#: 00472073 11/01/2019 3:36 PM
OPER: MB2 TERM: 031
REF#: GZ-274
PAID BY: DAVID REED

ACCT #: XXXX-XXXX-XXXX-6013
AUTH #: 09028G
TRAN #: 000000002133
TYPE: PURCHASE

TRAN: 566.0000 DEVELOPMENT FEE
DAVID REEDGZ-274
RE-ZONING
01 -5-00-5200
DEVELOPMENT FEES 357.00CR

TENDERED: 357.00 CREDIT CARD
APPLIED: 357.00-

CHANGE: 0.00

BUCKLE UP FOR SAFETY!
CITY HALL (918) 322-5409
WATER DEPT/COURT CLERK (918) 322-5442
POLICE (918) 322-8110 / FIRE 322-2172

LEGAL DESCRIPTION

(AS PROVIDED)

THE NORTH 200.1 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER (E/2 NE/4) OF SECTION THIRTY-FOUR (34), 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, LYING EAST OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 169 AND 75 RIGHT OF WAY.

LESS AND EXCEPT THE EAST 27 FEET THEREOF.

AND LESS AND EXCEPT:

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 1049.25 FEET SOUTH AND 27 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION THIRTY-FOUR; THENCE SOUTH 423.50 FEET; THENCE WEST 607.44 FEET TO THE EASTERLY RIGHT OF WAY OF HIGHWAY NO. 75 AND 169; THENCE NORTHERLY ALONG SAID RIGHT OF WAY FOR 455.12 FEET; THENCE EAST 419.61 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 1474.75 FEET SOUTH AND 27 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION THIRTY-FOUR; THENCE SOUTH 526.25 FEET; THENCE WEST 811.0 FEET TO THE EASTERLY RIGHT OF WAY OF HIGHWAY NO. 75 AND 169; THENCE NORTHERLY ALONG SAID RIGHT OF WAY FOR 552.82 FEET; THENCE EAST 607.44 FEET TO THE POINT OF BEGINNING.

AREA:

SAID TRACT CONTAINS 229,231 SQUARE FEET OR 5.262 ACRES. (AS DETERMINED BY THIS SURVEY)

BASIS OF BEARINGS:

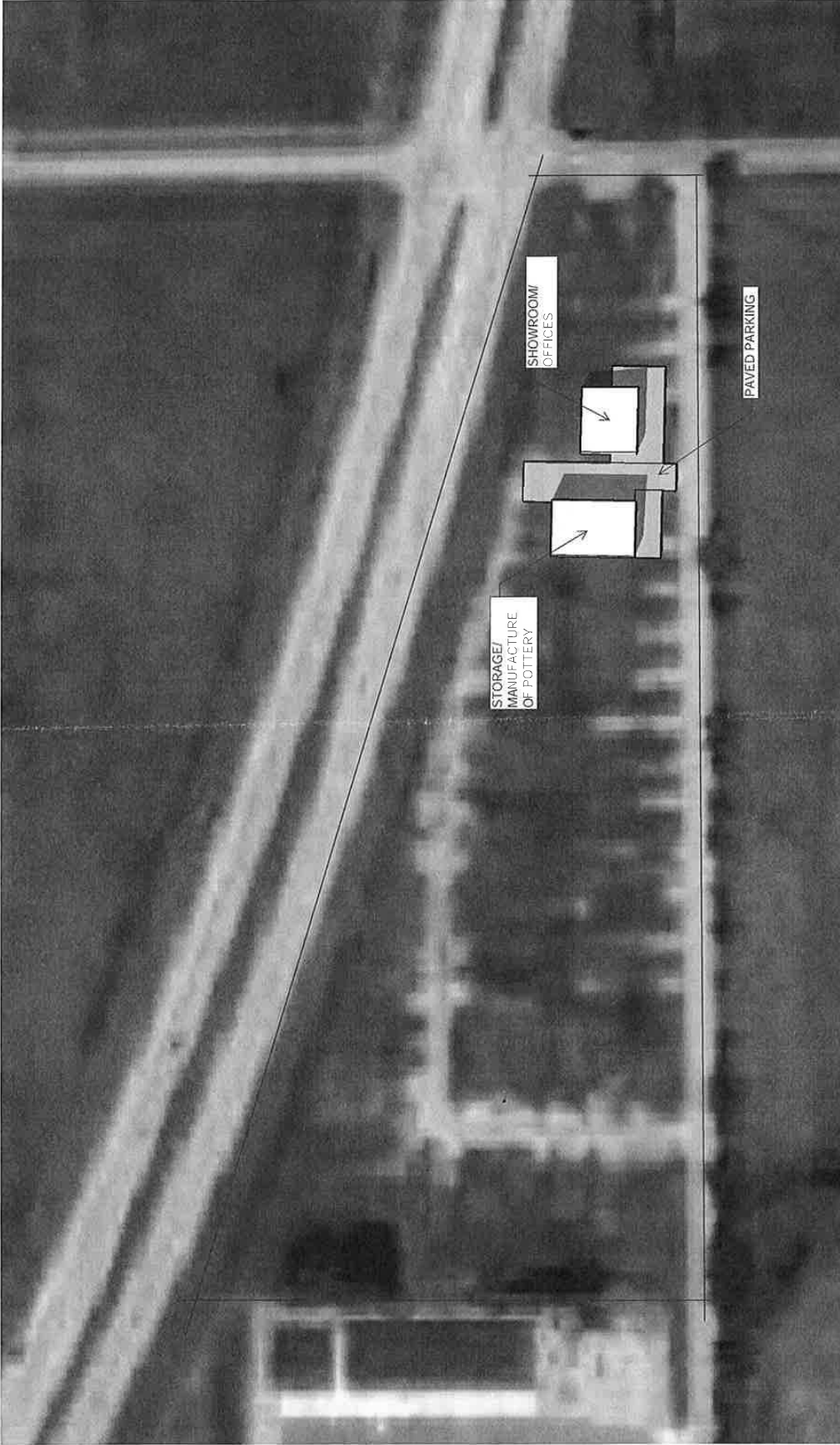
THE BEARINGS CONTAINED HEREIN ARE BASED UPON GPS OBSERVATIONS USING NAD83 OKLAHOMA NORTH STATE PLANE ZONE (3501) COORDINATES.

First title & American title

Tulsa County Abstract Smith Bros
First American



FRANKOMA POTTERY CONCEPTUAL SITE PLAN



SPECIAL CERTIFICATE

The TULSA ABSTRACT & TITLE COMPANY, a duly qualified and bonded abstract Company within and for the County of Tulsa, State of Oklahoma, does hereby certify:

There is shown herein a true and correct list of owners of record;

A 300 foot Radius surrounding a tract of land described as follows:

~ See attached Exhibit "A" for Legal Description ~

As shown by the current years tax rolls as the date of this certificate in the office of the County Treasurer within and for Tulsa County, Oklahoma

AND

That said list also shows the last GRANTEES of record in the Office of the County Clerk within and for Tulsa County, State of Oklahoma.

ADDRESSES given in this report are not certified to.

This certificate certifies to Tulsa County Treasurer 2018 Tax Rolls and last Grantees of record of the Tulsa County Clerk as of **October 25, 2019 at 7:59 A.M.**

IN WITNESS WHEREOF, the TULSA ABSTRACT & TITLE COMPANY has caused these presents to be signed, and its corporate seal to be affixed this **1st day of November, 2019.**

TULSA ABSTRACT & TITLE COMPANY

By


Vice-President

No. 473756



473756

EXHIBIT "A"
LEGAL DESCRIPTION

The North 2001 feet of the **East Half of the Northeast Quarter (E/2 NE/4) of Section Thirty-four (34), 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, lying East of the Right-of-Way of U.S. Highway No. 169 and 75 Right-of-Way.

LESS AND EXCEPT the East 27 feet thereof.

AND LESS AND EXCEPT: A tract of land in the Northeast Quarter (NE/4) of Section Thirty-four (34), 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, being more particularly described as follows, to-wit:

BEGINNING at a point 1049.25 feet South and 27 feet West of the Northeast corner of said Section Thirty-four (34); Thence South 425.50 feet; Thence West 607.44 feet to the Easterly Right-of-Way of Highway No. 75 and 169; Thence Northerly along said Right-of-Way for 465.12 feet; Thence East 419.61 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT: A tract of land in the Northeast Quarter (NE/4) of Section Thirty-four (34), 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, being more particularly described as follows, to-wit:

BEGINNING at a point 1474.75 feet South and 27 feet West of the Northeast corner of said Section Thirty-four (34); Thence South 526.25 feet; Thence West 811.0 feet to the Easterly Right-of-Way of Highway No. 75 and 169; Thence Northerly along said Right-of-Way for 552.82 feet; Thence East 607.44 feet to the POINT OF BEGINNING.



Names and Addresses

D. P. Byers Company, LLC
17315 South Union Avenue
Mounds, OK 74047

Bowling Family Revocable Trust
C/O Walter Perry Bowling and
Delores Bowling, Trustees
P.O. Box 1429
Glenpool, OK 74033-1429

David P. Bowling and
A. Shea Bowling, Trustees
David P. Bowling Trust
P.O. Box 1328
Glenpool, OK 74033

Justin L. Nix Revocable Trust
C/O Justin L. Nix, Trustee
1510 West 171st Street
Glenpool, OK 74033

Faith Free Will Baptist Church
P.O. Box 271
Glenpool, OK 74033

Legal Description

Part of E/2 NE,
Beginning 24.75'S and 27'W NE/C NE, S1024.5'
W419.61' NE approx. 1085.31' along East line U.S.
Hwy 75, E74.6' to POB,
34-17-12
and
Lot 1,
Block 1,
BYERS COMPANY ADDITION

Part of NE,
Beginning 306.80'W NE/C NE, W630' S932.44'
E335.47' curve left 954.19' N24.75' to POB,
34-17-12

NE,
Lying North and West U.S. Hwy 169 and Hwy 75,
Less NW NW NE
and Less Beginning 306.8'W NE/C NE, W630'
S932.44' E335.47' NE 954.19' N24.75' to POB
and Less Beginning 1043.44'E SW/C NE, N911.91'
E494.71' E154' curve left 955.88' W371.54' to
POB,
34-17-12

W/2 NW,
35-17-12

Beginning 301.10'W SE/C SE, W798.07' N400'
E381.25' N925.11' W525.99' N1325.23' E1163.16'
S1387.70; curve right 1266.45' to POB,
Less part NE SE,
Beginning NW/C NE SE, S167.50' NE 292.54'
W240' to POB,
27-17-12



South 75 Business Park, LLC
16400 Dallas Parkway #140
Dallas, TX 75248

W/2 SW,
Less Beginning NW/C SW, S to S line SW, E45.75'
N to pt, E to pt, Nly 421' W35' N1262.6' W43.25' to
POB,
and Less Beginning 43.25' NW/C SW, E approx.
1279.64' S40' W869.96' S54.45' SE1172.61'
S438.82' W1244.89' N58.74' W35' N1222.60' to
POB,
26-17-12

State of Oklahoma
Department of Hwys R/W Division
200 NE 21st Street
Oklahoma City, OK 73105-3204

Part W/2,
Beginning NW/C of Section, S2643.45' S to Pt on
S line Section, E45.75' N to pt, E to pt, Nly 421'
W35' N3906.05' W45.75' to POB.
26-17-12
and
Beginning SE/C SE, W301.1' NEly 2654.4' to N
line SE, E156.7' S2643.5' to POB,
27-17-12
and
12.79 acres for Highway in NE,
34-17-12



ORDINANCE NO. 767

AN ORDINANCE AMENDING ORDINANCE NO. 746, TITLE 11 OF THE CITY CODE OF THE CITY OF GLENPOOL (ZONING REGULATIONS), BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM CG (COMMERCIAL GENERAL) TO IL (LIGHT MANUFACTURING | RESEARCH AND DEVELOPMENT), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-274; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-274 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan, current zoning patterns, established precedent and surrounding use; and

WHEREAS, the City Council has reviewed Application GZ-274 and considered the comments of staff and has concluded Council agrees with the recommendation of the Planning Commission.

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

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

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED BY ORDINANCE NO. 767

North 2001 ft of the East half of the Northeast Quarter (E/2 NE/4) of section Thirty-four (34), 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, Lying East of the right of way of U.S. Highway No. 169 and 75 Right of way. Less and except the east 27 feet thereof.

And Less and except: A tract of land in the northeast quarter (NE/4) of Section thirty-four (34), Township seventeen (17) north, Range twelve (12) east of the Indian base meridian, Tulsa County, State of Oklahoma, According to the US Government being more particularly described as follows, to wit:

Beginning at a point 1049.25 feet south and 27 feet west of the northeast corner of said section thirty-four; thence south 425.50 feet thence west 607.44 feet to the easterly right of way of Highway No. 75 and 169; thence northerly along said right of way for 435.12 feet; thence east 419.61 feet to the point of beginning.

And Less and except: A tract of land in the northeast quarter (NE/4) of section thirty-four (34) township seventeen (17) north range twelve (12) east of the Indian base and meridian Tulsa County, State of Oklahoma a According to the U.S. Government Survey thereof being more particularly described as follows, to wit: Beginning at a point 1474.75 feet south and 27 feet west of the northeast corner of said section thirty-four thence south 526.25 feet; then east 607.44 feet to the point of beginning.

Be, and hereby is, amended from CG (COMMERCIAL GENERAL) TO IL (LIGHT MANUFACTURING | RESEARCH AND DEVELOPMENT).

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

PASSED AND APPROVED by the City Council of the City of Glenpool this 6th day of January 2020.

Timothy Lee Fox, Mayor

Attest:

Wendy Knight, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES-TYLER MCHENDRY AICP, CITY PLANNER

DATE: JANUARY 06, 2020

ITEM: ANX20-01

REQUEST: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO ORDER A PUBLIC HEARING TO BE HELD ON THE PROPOSED ANNEXATION OF A 19.60-ACRE TRACT INTO CITY OF GLENPOOL CORPORATE LIMITS

APPLICANT: PRAG MAHAJAN FOR MUSCOGEE CREEK NATION (HELD BY USA IN TRUST)

SITE: GENERALLY LOCATED EAST OF US HWY 75 AND WEST OF UNION AVENUE ALONG THE NORTH SIDE OF W 181ST STREET

BACKGROUND

ANX20-01 is a request for annexation from the Muscogee Creek Nation to bring in 19.60 acres of AG zoned lands into the City of Glenpool's corporate limits. The site is currently occupied by a CNG fueling station. The applicant's proposed use upon annexation is a commercial operation that will require City water and sewer utilities. All Annexation requests shall be considered and decided by the Glenpool City Council.

PROCESSING THE REQUEST FOR ANNEXATION

The Request for Annexation being presented to City Council is for your consideration to proceed to set a public hearing. Prior to annexing property into the City of Glenpool, Council must direct that a public hearing on the requested annexation be held on a specified date, time and location.

Upon direction of the City Council to hold a public hearing, Staff will mail public hearing notices in accordance with Oklahoma State Statutes, Title 11, Section 21-103, no fewer than fourteen (14) days, nor more than thirty (30) days, in advance of the public hearing.

ANALYSIS

The site is located within the City of Glenpool's fence line and is contiguous to the existing City limits, having received a request for annexation, Staff recommends the Council direct a public hearing be directed to be held on February 3, 2020.

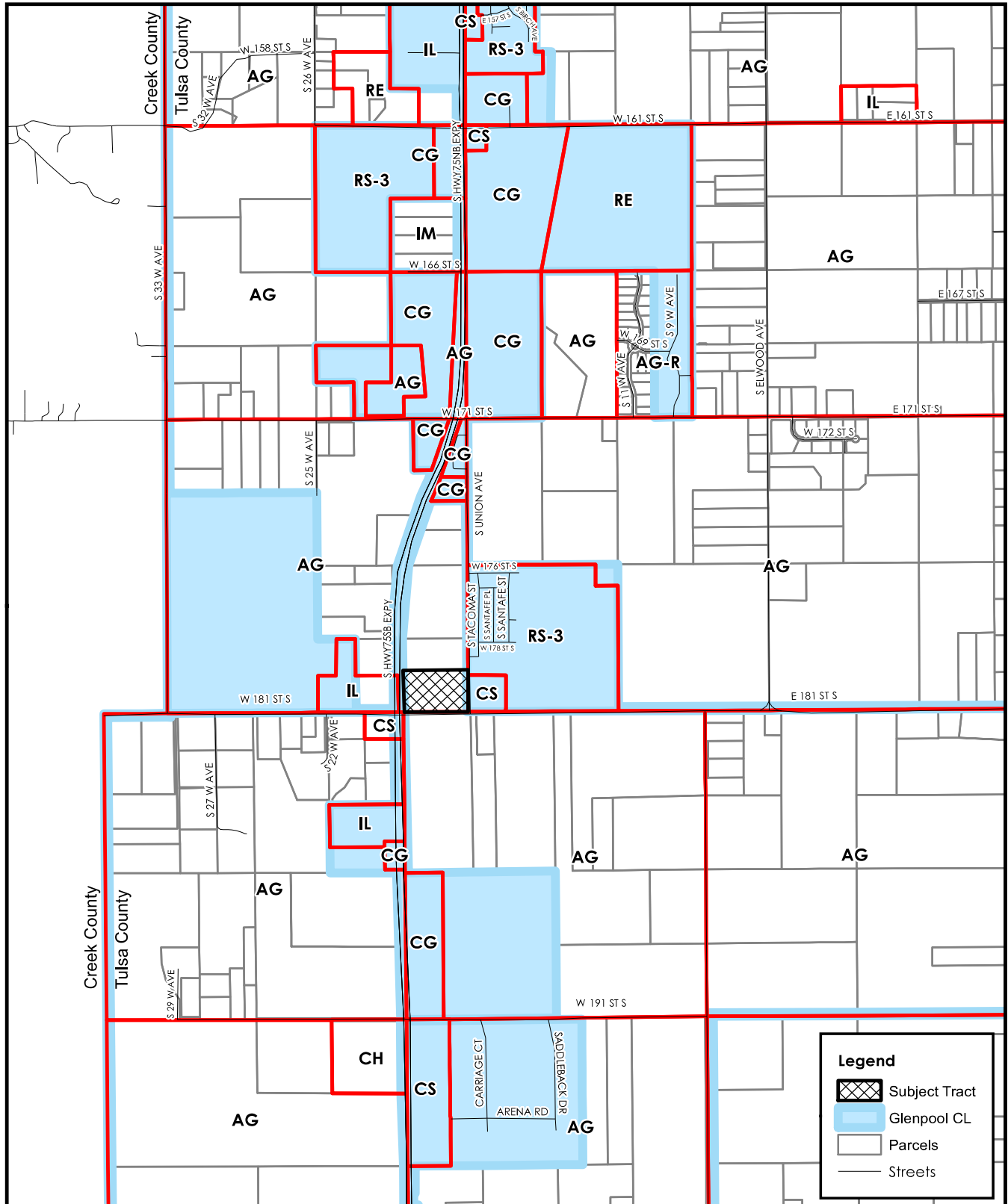
Prior to February 3, 2020, Staff will prepare and publish public hearing notices and draft a staff report with recommendation to be included in your packet materials.

RECOMMENDATION

Motion directing a February 3, 2020 public hearing on ANX20-01.

ATTACHMENTS:

1. Zoning and Corporate Limits Map
2. Request for Annexation



RECEIVED
OCT 16 2019

BY: Harc

CITY OF GLENPOOL
REQUEST FOR ANNEXATION

APPLICANT: Muscogee (Creek) Nation % Prag Mahajan, PE 918-549-2465

Name

Phone Number

Construction Services, PO Box 580, Okmulgee, OK 74447

Address

pmahajan@mcn-nsn.gov

Email Address

OWNER: Muscogee (Creek) Nation % James R. Floyd, Principal Chief 918-732-7601

Name

Phone Number

Office of Principal Chief, PO Box 580, Okmulgee, OK 74447

Address

jfloyd@mcn-nsn.gov

Email Address

COMMON DESCRIPTION: 1921 W 181st Street S, Mounds - One Stop CNG Facility
(Use common descriptive street name & number)

LEGAL DESCRIPTION (INCLUDING SECTION, TOWNSHIP & RANGE)

See attached legal description and Trust Deed

Developed (10)%

Undeveloped (90)%

Platted (0)%

Unplatted (100)%

Size of Area: 19.6 acres Existing Zoning: Agricultural

Current Assessed Valuation: * from Tulsa County Assessor Website

Land: \$ 4,260 Improvements: \$216,162 Total: \$220,422

Is existing and/or anticipated development in conformance with existing zoning districts? Yes ☐ No ☐

The property is held USA in Trust for the Muscogee (Creek) Nation and is
If no, what zoning changes will be requested? not subject to local, city, county, or state
regulatory controls. The Nation adheres to Federal Statutes.

Name of company providing legal description, survey and other information:

Muscogee (Creek) Nation Realty Trust Services

Type of Development Existing: Unmanned compressed natural gas/petroleum
dispensing station

Type of Development Anticipated: Commercial Development

Please identify existing structure/s:

Fuel dispensing units, canopy, underground storage tanks, building
containing controls and monitoring equipment

Application Fee: \$100.00 + publication

I, James R. Floyd, hereby request the annexation of described property into the City of Glenpool.
Principal Chief of the Muscogee (Creek) Nation

James R Floyd
Full Legal Signature

Full Legal Signature

JAMES. R. FLOYD

Name (print)

Name (print)

10/16/2019

Date

Date

NOTE:

1. Application form has to be signed by existing (authorized) legal owner/s of property.
2. A pre-application meeting with city staff is required prior to application being submitted.

OneStop CNG Facility – Legal Description

Beginning at the Southeast Corner of the Southeast Quarter, thence North 750.42 feet, thence Westerly 1167.7 feet, thence South along Highway 752.7 feet, thence East to Point of Beginning all in Section 34, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, less and except all minerals, containing 19.60 acres more or less.

Tulsa County Clerk - EARLENE WILSON
Doc# 2005063842 Pgs 2
Receipt # 799687 06/03/05 12:43:28
Fee 15.00

9080008747



#000799687001*

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the **MUSCOGEE (CREEK) NATION**, P. O. Box 580, Okmulgee, Oklahoma 74447, party of the first part, in consideration of the trust responsibilities to be performed by the United States does hereby grant, bargain, sell, and convey unto the **UNITED STATES OF AMERICA IN TRUST FOR THE MUSCOGEE (CREEK) NATION**, party of the second part, the following described real property and premises, situated in Okmulgee County, State of Oklahoma, to wit:

Beginning at the Southeast Corner of the Southeast Quarter, thence North 750.42 feet, thence Westerly 1167.7 feet, thence South along Highway 752.7 feet, thence East to Point of Beginning all in Section 34, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, less and except all minerals, containing 19.60 acres more or less,

LESS AND EXCEPT a 5.4 acre strip, piece or parcel of land lying in the SE/4 SE/4 of Section 34, T17N, R12E in Tulsa County, Oklahoma as it affects the above described property. Said parcel of land being described by metes and bounds as follows: Beginning at the SW corner of said SE/4 SE/4, thence East along the South line of said SE/4 SE/4, a distance of 194.5', thence N 1° 08' W a distance of 1322.4' to a point on the North line of said SE/4 SE/4, thence West along said North line a distance of 167.8' to the NW corner of said SE/4 SE/4, thence South along the West line of said SE/4 SE/4 a distance of 1322.4' to point of beginning

together with all improvements thereon and appurtenances thereunto belonging and warrant title to the same, subject to any valid, existing lease or right-of-way thereon.

It being understood that the hereinabove described lands are purchased pursuant to the provisions of Section 5 of the Act of June 18, 1934 (48 Stat. 984) and said lands are non-taxable to the extent therein provided.

To have and to hold said described premises unto the said party of the second part, their successors and assigns, forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature.

Signed and delivered this 27 day of May, 2005.

A. D. ELLIS, PRINCIPAL CHIEF
MUSCOGEE (CREEK) NATION

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF OKMULGEE) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of May, 2005, personally appeared A. D. ELLIS to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

NOTARY PUBLIC

My Commission Expires: 1/21/07
My Commission No. 03001174



Return to: Muscogee (Creek) Nation, Realty/Trust Services, P.O. Box 580, Okmulgee, OK 74447

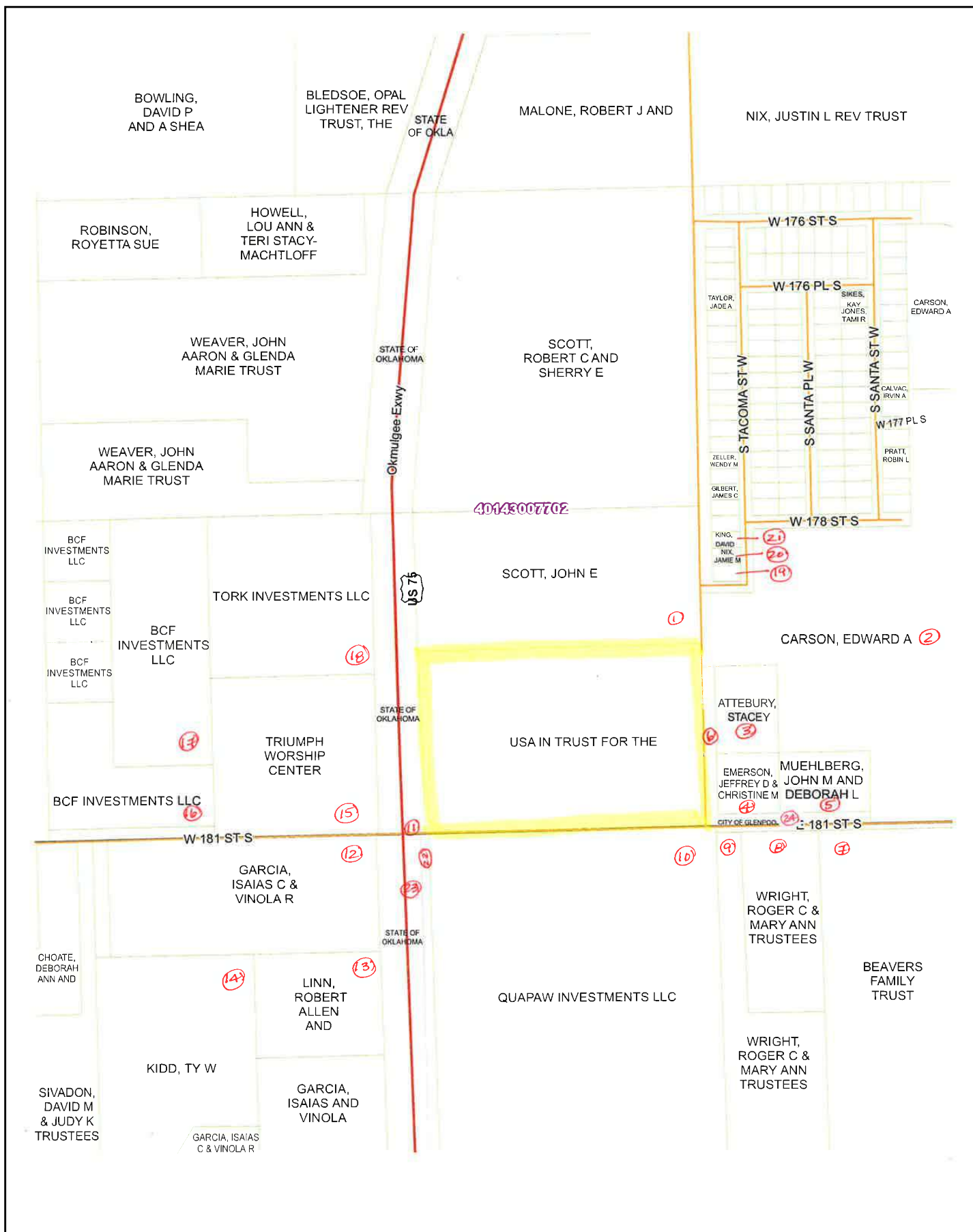
1-25406

[illegible]

Muscogee (Creek) Nation
Geospatial Department
10/14/2019

MUSCOGEE (CREEK) NATION - TRIBAL PROPERTY





10/14/2019

www.countyassessor.info
Tulsa County Records [OK]

Owner Information	
USA IN TRUST FOR THE MUSCOGEE (CREEK) NATION C/O REALTY DPT PO BOX 580 OKMULGEE, OK 744470580	
Property Address	
1921 W 181 ST S MOUNDS 74047	

Building No. 1	Account Number R97234723460110
Sub Name: UNPLATTED	
Lot:	Block:
Area Name: GLENPOOL RURAL	
Section 34	Township: 17N Range: 12E

Building Elements	
Type	Commercial
Style	Shed - Utility
Design	Shed - Utility
Quality	Average
Condition Avg	Interior Finish N/A
Roof	Flat
Exterior Wall	N/A
Foundation	N/A
Heat	None
Beds	0
Baths	0
Total Rooms	0
Garage	N/A
Porch	N/A
Basement	N/A
Year Built	2016
Eff Year Built	2016
Square Footage	600

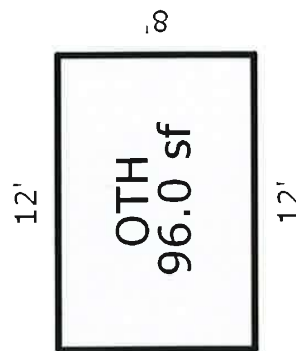
Sales Information			
Sale Date	Sale Price	Book/Page	\$/SF
20050603	0	0/0	0
Grantor:			
Sale Date	Sale Price	Book/Page	\$/SF
20030501	215000	07040/02185	358.33
Grantor: WILLIAMS LENDELL & ALMA L 3414			
Sale Date	Sale Price	Book/Page	\$/SF
00000000	0	0/0	0
Grantor:			

Commercial Elements	
Stories	N/A
Story Height	00
Perimeter	140
Units	0
Rent	000
Class Description	Masonry

Land Information			
Land Use: Exempt Com			
Lots	Acres	SF	Width
0	19.6	853776	0
Description	N/A		depth
			0

Mobile Home Information	
Serial No.	
Make	
Tag No.	LxW 0 x 0

Miscellaneous Structures			
Description	Yrbt	LxW	Units
Paving concrete heavy duty trucks high		X	51444
Canopy - Gas Station Steel Avg	0	X	1392
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0



Sketch by Aera Media

Legal Description

PRT SE SE BEG SECR SE TH N750.42 WLY1167.7 S752.7 E TO POB SEC 34 17 12 19.60ACS

OneStop CNG Facility – Legal Description

Beginning at the Southeast Corner of the Southeast Quarter, thence North 750.42 feet, thence Westerly 1167.7 feet, thence South along Highway 752.7 feet, thence East to Point of Beginning all in Section 34, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, less and except all minerals, containing 19.60 acres more or less.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: VEHICLE PURCHASE: STREETS & PARKS DIVISION
GLENPOOL PUBLIC WORKS DEPARTMENT

DATE: JANUARY 6, 2020

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance of a sales quote solicited and received from Jim Glover Chevrolet Dealership in Tulsa detailing the proposed purchase of a certain 2020 Chevy 3500 1-ton Crew Cab truck in the total amount of \$32,624.44. The attached information also covers an identical sales quote from Carter Chevy in Oklahoma City as a dealer listed on the State accepted bid list for Chevy vehicles in the amount of \$33,983.00 which is the official bid price for this vehicle as accepted by the State of Oklahoma. A third quote was solicited and received from Mark Allen Chevy in the total amount of \$33,500.00 per the attached sales agreement. Additionally, the attached information package includes a quote from Arrowhead Truck Equipment Company in Bixby covering the cost to supply and install a certain hydraulically operated dump-bed with emergency lighting on a 2020 Chevy 3500 Crew Cab chassis and body in the amount of \$10,380.00. These quotes have been requested in order to purchase a vehicle for the Streets and Parks division of the Public Works Department as a replacement for a certain 1995 Ford F350 that is very high in accrued mileage and is in a state of needed repair that exceeds the book value of the vehicle. Staff is requesting approval of the purchase of this replacement vehicle and authorization to utilize Jim Glover Chevrolet for the purchase in the total amount of \$32,624.24. Staff is also requesting approval of the quote from Arrowhead Truck Equipment in the amount of \$10,380.00 for the purchase and installation of the supporting truck bed. The total requested amount for these two purchases is \$43,004.24 to be funded from the approved FY 2018/2019 annual City Budget under item 01-6-14-6333 (Vehicle Purchase).

Staff Recommendation:

Staff recommends approval of the sales quote received from Jim Glover Chevrolet covering the purchase of a 2020 3500 model Chevy 1-ton truck and related truck bed and lighting from Arrowhead Truck Equipment as described for a total purchase price of \$43,004.24.

Attachments:

A. Purchase Quotes: Jim Glover, Carter, and Mark Allen Chevy Dealerships and Arrowhead Truck Equipment Co.

Lynn Burrow

From: Robert Werley
Sent: Monday, December 16, 2019 10:47 AM
To: Lynn Burrow
Subject: FW: Chevrolet 1 ton crew cab 4x4 and chassis quote
Attachments: city of glenpool.pdf

Lynn,

Attached is the quote from Jim Glover Chevrolet. Any questions please let me know. Thanks.

Rob Werley
City of Glenpool
PublicWorks Director
503 W 138th St.
Glenpool, OK 74033
Office: 918-322-3822
Cell: 918-704-3538



From: kevin hunter <kevin.hunter@jimglover.com>
Sent: Monday, December 16, 2019 10:20 AM
To: Robert Werley <rwerley@cityofglenpool.com>
Subject: Re: Chevrolet 1 ton crew cab 4x4 and chassis quote

Rob
Here is your quote for Chevrolet 2020 CK31043 1 TON CREW CAB your fleet price is 32624.44
Thank you
Kev Hunter
Jim Glover Chevy

On Fri, Dec 13, 2019 at 10:08 AM Robert Werley <rwerley@cityofglenpool.com> wrote:

Kevin,

The City of Glenpool Public Works is looking to purchase a 1 ton 4x4 crew cab and chassis to install a dump bed on. Can you provide me a quote for a truck based on the attached specifications? Any questions please feel free to give me a call. Thanks.

Rob Werley



OrderWORKBENCH

Stored Configuration Detail - Config # XMBWV3

BAC: 294271

BFC: 1

Name: JIM GLOVER ON THE RIVER

Current as of 12/16/2019 - 11:00 AM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 294271

Charge-to BFC 1

Ship-to BAC 294271

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet sale price

32,624.44

[Signature]

Fleet Information

Primary FAN: 815669

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Configuration

Description: City of Glenpool

Model Year: 2020

Distrib. Entity: FLT

Allocation Group: CHDCRW

Request ID:

Requested TPW:

MSRP w/DFC †: \$44,453.00

Configuration Date: 12/16/2019

Division: CHEVROLET

Order Type: FBC - Fleet Political

Subdivision

Model: CK31043 - 3500HD

Silverado: Crew Chassis

Cab, 4WD

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment

Group

Primary Color: GAZ - Summit White

Trim: H1T - 1WT/1CX/2CX-Cloth, Jet Black,

Interior Trim

Engine: L8T - Engine: 6.6L, V-8, SIDI



OrderWORKBENCH

Ordered Options: 5N5 Rear Camera Kit for ZW9

Box Delete or Chassis Cab

(SEO)

A52: Seats Front 40/20/40 Split

Bench

AU3: Power Door Locks

DBG Mirrors O/S: Man. Ext &

Folding, Heat, Turn Indicator

G80 Locking Differential, Rear

GT4 Rear Axle: 3.73 Ratio

JL1 Integrated Trailer Brake

Controller

K47: Air Cleaner, High Capacity

KNP Transmission Cooling

System

N2N: Fuel Tank, Dual Front and

Rear, 63.5 Gallon Total

P03: Painted Wheel Trim Skins,

Painted Center Caps

QZT: Tires: LT235/80 R17 All

Terrain, Blackwall

U01: Roof Marker Lamps

V76: Recovery Hooks

ZLQ: Fleet Convenience

Package

Emissions:**Transmission:** MYD - 6-Speed Automatic

9J4: Bumper: Rear Delete

AQQ: Keyless Remote Entry

BG9: Floor Covering: Rubberized Vinyl,

Black

FE9: Federal Emissions

G9Y: GVW Rating 14,000 Lbs Dual Rear

Wheels

IOR: Chevrolet Infotainment, 8" Color

Screen

K34: Cruise Control

KC4: Cooler, Engine Oil

KW7: Alternator, 170 AMP

NQF: Transfer Case: w/ Rotary Dial

Control, Electronic Shift

PYW: Wheels: 17" Steel, Painted—Dual

Rear Wheels

SFW: Back-Up Alarm Calibration (SEO)

V46 Bumper, Front, Chrome

YK6 SEO Processing Option

ZW9: Delete. Pick-Up Box

32,624⁴⁴



† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice

GM Vehicle Locator

Detail Report for Customer

MARK ALLEN CHEVROLET
18837 S HWY 78, GLENPOOL, OK, 74033
918-227-1070

Customer/Company:

Address:

CITY OF GLENPOOL - TRUCK QUOTE

MARK ALLEN CHEVROLET

BY: RICK HUNTER
3500 CREW CAB & CHASSIS 4X4

PURCHASE PRICE -\$33500

Vehicle #1: 2020 Chevrolet 3500HD Silverado	VIN/Order #	MSRP	Stock #
	XG/WTN	\$44,453.00	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK31043-Crew Chassis Cab, 4WD

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1CX/2CX-Cloth, Jet Black, Interior Trim

Engine: L8T-Engine: 6.6L, V-8, SIDI

Transmission: MYD-6-Speed Automatic

Options: 1WT-Work Truck Preferred Equipment Group
5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)
9J4-Bumper: Rear Delete
A52-Seats: Front 40/20/40 Split Bench
AQQ-Keyless Remote Entry
AU3-Power Door Locks
BG9-Floor Covering: Rubberized Vinyl, Black
DBG-Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator
FE9-Federal Emissions
G80-Locking Differential, Rear
G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels
GAZ-Summit White
GT4-Rear Axle: 3.73 Ratio
H1T-1WT/1CX/2CX-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 8" Color Screen
JL1-Integrated Trailer Brake Controller
K34-Cruise Control
K47-Air Cleaner, High Capacity

KC4-Cooler, Engine Oil
KNP-Transmission Cooling System
KW7-Alternator, 170 AMP
L8T-Engine: 6.6L, V-8, SIDI
MYD-6-Speed Automatic
N2N-Fuel Tank, Dual Front and Rear, 63.5 Gallon Total
NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift
P03-Painted Wheel Trim Skins, Painted Center Caps
PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels
QZT-Tires: LT235/80 R17 All Terrain, Blackwall
SFW-Back-Up Alarm Calibration (SEO)
U01-Roof Marker Lamps
V46-Bumper, Front, Chrome
V76-Recovery Hooks
VQ1-Holdback, Fleet Dealer Assistance
YK6-SEO Processing Option
ZLQ-Fleet Convenience Package
ZW9-Delete: Pick-Up Box

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments to the cost of the vehicle pricing information in this summary.

Carter Chevrolet/ OEM**QUOTE**

Dee Roberson 405-737-3389
Email dee@rfsfleet.com

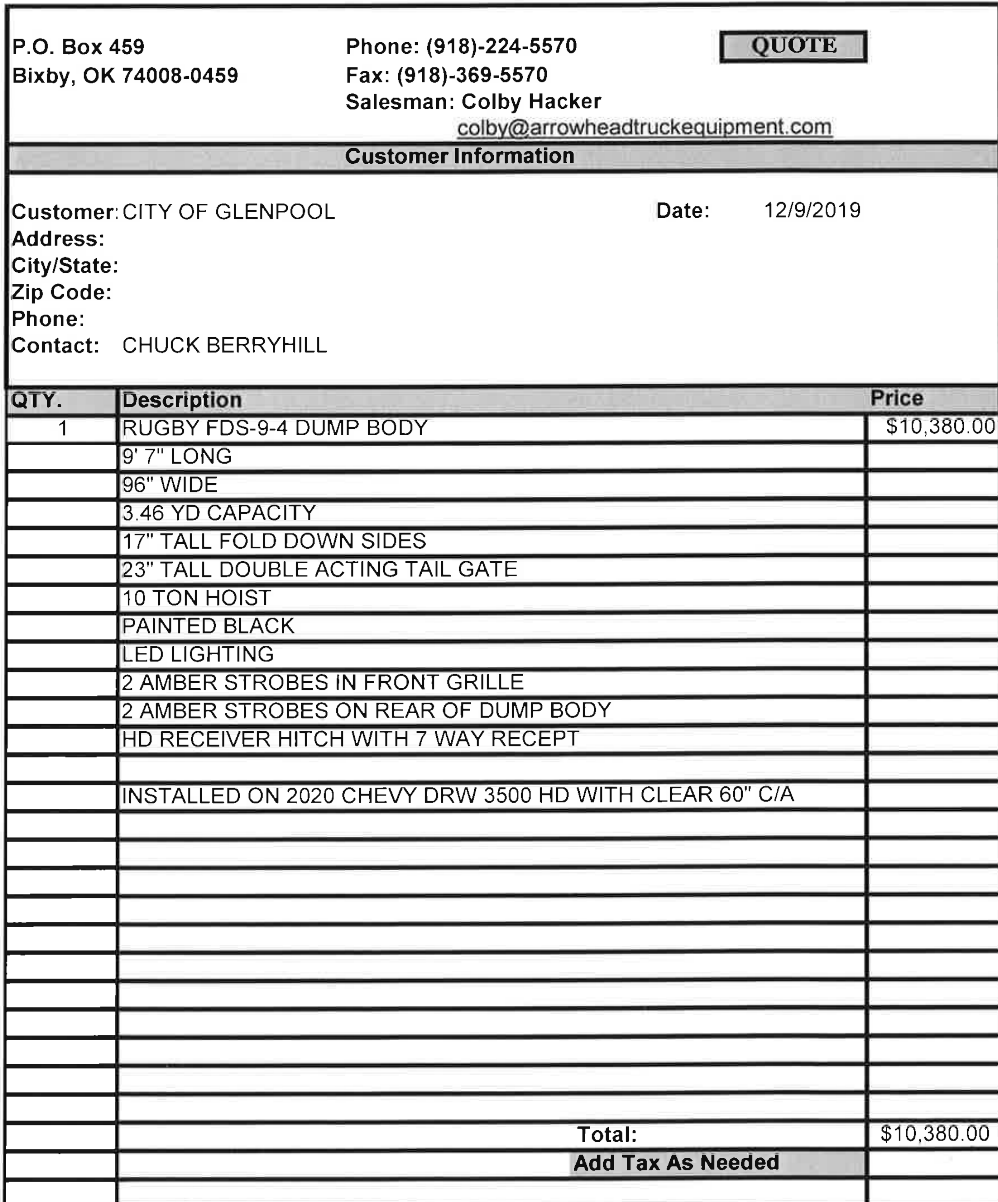
**Bill To**

Rob Werley
City of Glenpool
918-322-3822
Cell 918-704-3538

Quote # DR1210C**Quote Date** 12/10/2019

SW035 State Contract

DESCRIPTION	AMOUNT
2020 Chevy 3500 Crew Cab and Chassis 60" CA 14,000#	29,991.00
Add 4WD and Skid Plate	2,786.00
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline Transmission, 6-speed automatic, heavy-duty Rear axle, 3.73 ratio	0.00
Add Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips	70.00
Add Trailer brake controller, integrated	250.00
Add power trailer mirrors with heated upper glass and Remote Keyless Entry,	595.00
Add Tires, LT235/80R17E all-terrain, blackwall	196.00
Add Chrome Front Bumper	95.00
Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo	0.00
Color White with black Cloth Seats This quote comes with a AT Spare Tire. Std. on State Contract Deduct \$380 if spare not needed	0.00
AC, PL and PW, Cruise and Tilt are Standard	0.00
TOTAL	\$33,983.00





To: Mayor and City Council

From: David Tillotson, CM

Date: December 20, 2019

Re: MET Appointment

Background:

As members of the Metropolitan Environmental Trust (MET) the City holds a position on the MET Board of Directors. Lynn Burrow is our current board member. Rob Werley was the Coweta board representative and held the position of Secretary of the MET Board at this time he came to work for us. Lynn has recommended to me that he would like to appoint Rob to the Board as his replacement. We have been told by the MET that Rob would be able to continue in his position as the Board Secretary.

Staff Recommendation:

Staff recommends the Council appoint Rob Werley to the MET Board of Directors as a replacement for Lynn Burrow.

Attachments:

- None

To: City of Glenpool, Mayor and City Council
Glenpool Utility Services Authority, Chair and Board of Trustees

From: John Gonsalves, Finance Director

Date: January 6, 2020

Subject: Annual Issuance of \$25,000, plus incremental increases, in Compliance with the Agreement of Settlement, Compromise and Release ("Settlement Agreement") entered into with Creek County Rural Water District #2 in Settlement of Litigation

Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool undertook the obligation to make certain payments to Creek-2 in consideration of the right to serve water to areas of the Glenpool city limits that have been or will be annexed after March 2, 2012 (known as the "Permissive Area."

Section 6 (c) of the Settlement Agreement provides for the payment of a one-time Meter Connection Fee for each new metered connection added by Glenpool on and after the Effective Date of the Settlement Agreement within the Permissive Area. The initial amount of this payment was \$800.00 per connection for connections of less than one-inch (1") in diameter and was \$1,200.00 per connection for connections that are one-inch (1") or larger in diameter. The Meter Connection Fee has been, and shall continue to be, adjusted annually by the Consumer Price Index for Urban dwellers ("CPI-U"), starting with the first Payment Adjustment Date in February 2016, for the life of the Agreement.

Section 6 (d) of the Settlement Agreement provides for the payment by Glenpool of a monthly Royalty for each Active Water Connection maintained by Glenpool within the Permissive Area commencing with the first Glenpool Utility Billing Cycle beginning after the Effective Date in the initial amount of \$7.75 per month for each such connection (regardless of pipe size). Like the Meter Connection Fee, the monthly Royalty payment is also adjusted annually on the basis of periodic updates based on the CPI-U throughout the Term of the Agreement.

A critical feature of the Annual Audit Report recently approved by the governing bodies of Glenpool and Creek-2 is that it provides annually for confirmation of, among other things, Glenpool's payments of the foregoing Meter Connection Fees and Royalties.

Section 14(c) of the Agreement provides for the annual issuance of a letter of credit to secure performance of Glenpool's reporting and payment obligations referenced above. If the Audit discloses any deficiency of payments under Sections 6(c) and (d), Creek-2 has the option to rely

on the letter of credit as a means of recovering all or a portion of such deficiency pending any other remedies Creek-2 may be entitled to.

Glenpool is required to maintain, without interruption, said letter of credit for each year of the Term of the Agreement. The performance security covering the first year from the Effective Date of the Agreement was in the amount of \$25,000.00. That amount increases every year throughout the term of the Agreement in such a way that a guaranteed amount of 110% of the amount of the total amount of payments for Meter Connection Fees and monthly Royalty fees, for the immediately preceding audit year is added to the letter of credit. This 110% formula also applies every year for the Term of the Agreement.

Recommendation

The letter of credit to cover any event of default for audit year July 1, 2019 through June 30, 2020 is in the amount of \$25,211.90. Staff recommends that the City Council and the GUSA Board of Trustees approve that amount and authorize Mayor Fox to sign all documents required by BancFirst to ensure issuance of this audit year's letter of credit.

Attachments

- Application and Agreement for Irrevocable Letter of Credit
- Promissory Note in the amount of \$25,211.90
- Disbursement Request and Authorization



APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Amount of Credit	Issue Date	Expiration Date	Loan Number	Letter of Credit Number	Officer ID	Initials
\$25,211.90	10-14-2019	10-14-2020	0070000057	0070000057	CWS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.						

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Beneficiary: Rural Water District No. 2, Creek County
2425 W 121st St
Jenks, OK 74037

APPLICATION FOR LETTER OF CREDIT. Borrower hereby requests Lender indicated above to issue a Letter of Credit substantially in the form attached hereto and incorporated herein by this reference. In issuing the Letter of Credit, Borrower expressly authorizes Lender to make such changes from the terms set forth in this Agreement as the Lender in Lender's sole discretion may deem advisable provided that no such change shall vary the material terms hereof.

INSPECTION OF DRAFTS AND ACCOMPANYING DOCUMENTS. Borrower authorizes Lender to accept, honor, or pay (as applicable) against any draft or other document which on its face appears otherwise in order and is signed, issued, or presented by any party or under the name of any party a) purporting to act with authority (actual or apparent) on behalf of the Beneficiary in whose name the Letter of Credit requires that any draft or document must be drawn, issued, or presented; b) purporting to claim through such Beneficiary; or c) posing as such Beneficiary. Borrower agrees to reimburse Lender any and all amounts which Lender pays under the Letter of Credit notwithstanding any legal or factual insufficiency or infirmity in such party's conduct or documents under clauses a), b), or c) in this paragraph.

REPAYMENT OF DRAFTS. Borrower shall immediately repay Lender upon demand, unless otherwise provided, in United States currency for any amounts paid by Lender under the Letter of Credit. Borrower's obligation to repay Lender for any such amounts paid under the Letter of Credit shall be absolute, unconditional, and irrevocable.

INTEREST. All fees and all other amounts payable under this Agreement shall bear interest from their due date or with respect to any draft presented under the Letter of Credit, from the date of payment of any draft at the interest rate and under the terms set forth in the Note executed in conjunction with this Agreement. The Note shall evidence the obligation of Borrower herein to repay Lender for any amounts paid under the Letter of Credit.

SECURITY INTEREST. To secure the payment and performance of Borrower's obligations and duties described in this Agreement and Related Documents, if any, Borrower grants Lender a security interest in: 1) all goods and documents that come into Borrower's actual or constructive possession, custody, control, or in which Borrower may acquire an interest in connection with the Letter of Credit; 2) all goods and documents that come into Lender's actual or constructive possession, custody or control, or that of any of Lender's correspondents in connection with the Letter of Credit; 3) all of Borrower's right, title and interest in Borrower's accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into Lender's actual or constructive possession, custody or control. Borrower's obligations under this Agreement and Related Documents are also secured by the collateral described in any security instrument(s) executed in connection with this Agreement, and any collateral described in any other security instrument(s) securing this Agreement or all of Borrower's obligations to Lender.

Default. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

RIGHTS OF LENDER ON EVENT OF DEFAULT. If there is an Event of Default as set out in the Default paragraph of this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- to declare any unpaid amounts plus accrued interest under this Agreement and under the Note, if any, and all other present and future obligations of Borrower immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;
- to require Borrower to deposit with Lender the full amount of any additional monies capable of being drawn under the Irrevocable Letter of Credit;
- to collect the outstanding obligations of Borrower;
- to forthwith setoff and/or segregate without notice or demand, Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit amounts maintained with Lender;
- to sell any goods or documents covered by any security interest granted above; and
- to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. Lender's remedies under this paragraph are in addition to those available at common law, including, but not limited to, the right to set-off. The sale of secured goods or documents will be governed by the Uniform Commercial Code for the State of Oklahoma. If the sale does not pay for the whole amount due, Borrower will pay the shortage to Lender immediately. If the sale results in more than the amount due, Lender will pay the surplus to Borrower or those who have a right to it. If the value of the secured goods declines, Borrower will deliver to Lender on Lender's demand additional collateral that is acceptable to Lender.

INSURANCE. If applicable, Borrower, or a third party, will obtain insurance on all goods described in the Letter of Credit. The insurance will cover fire and other usual risks, and any additional risks Lender may request. Borrower authorizes Lender to collect the proceeds of insurance and apply it against any of Borrower's obligations to Lender.

ASSIGNMENT. Borrower shall not be entitled to assign any of Lender's rights, remedies, or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in Lender's sole discretion. Lender shall be entitled to assign some or all of Lender's rights and remedies described in this Agreement without notice to or the prior consent of Borrower in any manner. The obligations under this Agreement shall bind the heirs, executors, administrators, successors and assigns of Borrower, and all rights, benefits and privileges hereby conferred on Lender shall be and hereby are extended to and conferred upon and may be enforced by Lender's successors and assigns.

RESPONSIBILITIES AND LIABILITIES. Neither Lender nor any of Lender's correspondents shall be responsible for, and Borrower's obligation to reimburse Lender shall not be affected by any change of circumstances or conditions or action of any person related to the Letter of Credit or this Agreement including without limitation: a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such drafts, documents, certificates, statements or endorsements between Borrower and the Beneficiary of the Letter of Credit or any other party, even if Lender has received notice of same; b) any failure of any draft to bear any reference or adequate reference to the Letter of Credit; c) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; d) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit; e) any act, error, default, omission or failure in business of the Beneficiary, any correspondent or any other party, or any other act or omission beyond Lender's control; f) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in, the Letter of Credit if assented to, orally or in writing, by Borrower; g) Borrower shall be conclusively deemed to have waived any right to object to such variation unless within three days of receipt of such irregular drafts or documents or notice of such variation, Borrower files written notice with Lender; h) any delay by any party in giving, or

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Loan No: 0070000057

(Continued)

Page 2

failing to give notice of any default under any agreement involving Lender; i) failure by Lender to perfect any interest in or exercise any right with respect to the collateral securing this Agreement or any other security, endorsement, or guarantee it may have for payment of Borrower's obligations; and, j) any amendments to which Borrower has assented.

LIMITED LIABILITY. Lender shall not be responsible to Borrower for, and Lender's right to reimbursement, indemnification, and other payments hereunder shall not be impaired by any act or omission for which an issuer of a letter of credit is relieved of responsibility under the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") or other applicable law. In addition, Borrower acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. Lender shall not be liable for any special, indirect, or consequential damages, unless there is clear and convincing evidence that such damages resulted from Lender's bad faith.

INDEMNITY. Borrower agrees to defend and indemnify Lender (and Lender's directors, officers, employees, attorneys, and agents), on demand and to the fullest extent permitted by law, against each and every claim and liability (and the reasonable costs and legal fees relating thereto) which may arise under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions commenced by the Beneficiary of the Letter of Credit for wrongful dishonor and actions commenced by Borrower to enjoin honor or attach the proceeds of honor.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Borrower's obligations under the Letter of Credit.

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. All prior and contemporaneous representations and discussions concerning such matters either are included in this document or do not constitute an aspect of the agreement of the parties. Except as may be specifically set forth in this Agreement, no conditions precedent or subsequent, of any kind whatsoever, exist with respect to Borrower's obligations under this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Commercial Purposes. This Agreement is being executed for commercial, which includes agricultural, purposes.

Financial Statements. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. To the extent permitted by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. To the extent permitted by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any indebtedness or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver By Borrower. Borrower waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Borrower.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Agreement. The word "Agreement" means this Application and Agreement for Irrevocable Letter of Credit, as this Application and Agreement for Irrevocable Letter of Credit may be amended or modified from time to time, together with all exhibits and schedules attached to this Application and Agreement for Irrevocable Letter of Credit from time to time.

Beneficiary. The word "Beneficiary" means Rural Water District No. 2, Creek County, and Beneficiary's successors and assigns.

Borrower. The word "Borrower" means City of Glenpool, and all other persons and entities signing the Agreement in whatever capacity.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BANCFIRST, its successors and assigns.

Letter of Credit. The words "Letter of Credit" mean a letter of credit in the amount of \$25,211.80 issued on 10-14-2019, by Lender on

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 0070000057

Page 3

behalf of Borrower and in favor of Beneficiary.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT AND BORROWER AGREES TO ITS TERMS. THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT IS DATED OCTOBER 14, 2019.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT.

BORROWER:

CITY OF GLENPOOL

By: _____
Timothy L Fox, Mayor of City of Glenpool

By: _____
Timothy L Fox, Mayor, in connection with this
transaction of City of Glenpool

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**PROMISSORY NOTE
(Continued)**

Loan No: 0070000057

Page 2

reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BANCFIRST, GLENPOOL, 394 EAST 141ST, P. O. BOX 1089, GLENPOOL, OK 74033-1089.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF GLENPOOL

By: _____
Timothy L Fox, Mayor of City of Glenpool

By: _____
Timothy L Fox, Mayor, in connection with this
transaction of City of Glenpool

LoanPro, Ver: 13.2.0.042 Capr, Phoenix USA Corporation 1807, 2015. All Rights Reserved. - OK C:\CRL\PL\030\PC 1A-165188 P1-30



DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$25,211.90	10-14-2019	10-14-2020	0070000057	4A / 28	***	CWS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to a Government Entity for \$25,211.90 due on demand and, if no demand, on October 14, 2020. This is an unsecured renewal of the following described indebtedness: PROMISSORY NOTE #0070000057 DATED OCTOBER 14, 2018 IN THE AMOUNT OF \$25,211.90.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: TO BACK LETTER OF CREDIT #0070000057 DATED OCTOBER 14, 2019 IN THE AMOUNT OF \$25,211.90.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$25,211.90 as follows:

Amount paid to others on Borrower's behalf: \$25,211.90
\$25,211.90 to Rural Water District No 2, Creek County,
Oklahoma as governed by the provisions in the Letter of Credit
#0070000057

Note Principal: \$25,211.90

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$0.00
Other Charges Paid in Cash: \$125.00
\$125.00 Letter of Credit Fee
Total Charges Paid in Cash: \$125.00

AUTOMATIC PAYMENTS. If you have elected to have your loan payment automatically drafted from your BancFirst deposit account, your overdraft privilege amount will be considered when processing your payment.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 14, 2019.

BORROWER:

CITY OF GLENPOOL

By: _____
Timothy L Fox, Mayor of City of Glenpool

By: _____
Timothy L Fox, Mayor, in connection with this
transaction of City of Glenpool