

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on January 7, 2019, 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 – Sean Farmer, Kirk Crossing Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Police Officer Swearing-In Ceremony – George Miles, Municipal Judge	
F) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 01 07 19	3 - 34
G) Treasurers Report – John Gonsalves, Finance Director	
1) NOVEMBER TREASURERS REPORT	35 - 49
H) City Manager Report – David Tillotson, City Manager	
I) Mayor Report – Timothy Lee Fox, Mayor	
J) Council Comments	
K) Public Comments	
L) Scheduled Business	
1) Discussion and possible action to approve minutes from December 3, 2018 meeting. (Wendy Knight, City Clerk) Regular Meeting - 03 Dec 2018 - Minutes - Pdf	50 - 183
2) Discussion and possible action to adopt Resolution No. 2019001, Notice Of Election City of Glenpool Oklahoma. A non-partisan general municipal election shall be held on Tuesday, April 2, 2019, for the purpose of electing officers of the City of Glenpool (City Councilors) for Wards 3, 4 and Councilor-At-Large. (Wendy Knight, City Clerk) Staff Memo - 2019001 Election Resolution 2019001 Election Resolution ed LLP 121818	184 - 186
3) Discussion and possible action to approve and execute the Independent Accountant's Report on Applying Agreed-Upon Procedures, presented by Anne Elfrink, CPA, dated December 20, 2018, in accordance with the Settlement Agreement entered into by the City of Glenpool and The Glenpool Utility Services Authority with Creek County Rural Water District #2, dated May 15, 2015.	187 - 194

(John Gonsalves, City Treasurer) (Anne Elfrink CPA, Elfrink and Associates, PLLC)

[Staff Memo re Elfrink AUP Report 010719](#)

[AUP Report 2018](#)

- | | | |
|----|---|-----------|
| 4) | Discussion and possible action to approve a budget amendment for account 50-6-14-6360 (Street Improvements) to satisfy payment requirements for the Public Improvements Reimbursement Agreement with St. Francis Hospital South LLC.
(John Gonsalves, Treasurer)
Budget Amendment St. Francis Payback Agreement | 195 - 215 |
| 5) | Discussion and possible action to make appointments to the INCOG Board of Directors and General Assembly.
(David Tillotson, City Manager)
Staff Report - INCOG Board Appointment
INCOG Letter | 216 - 217 |

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 4, 2019 at 4:00 pm.

Signed: Wendy Knight

City Clerk



Community Development Director's Report

Date: January 7, 2019

To: Glenpool City Council

Mayor and Councilors;

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

On-going City Improvement Projects

Speedy's Sanitary Sewer Liftstation Rehabilitation Project

- This project has been awarded to MSB, LLC located in Oologah
- The Notice to Proceed was issued to the Contractor on August 31st, 2018.
- There have been several delays in material deliveries needed to initiate the construction phase of the project. However, forcemain piping for the project was delivered to the project site November 15th.
- Construction notices were sent November 16th to all property owners that will be impacted by the installation of the forcemain .
- Actual start of construction occurred on November 19th beginning with the installation of forcemain piping at the north end of the project along the south side of 141st Street with work progressing southerly along the east side of Broadway Avenue.
- To-date, the forcemain installation has progressed from the point of discharge along 141st Street to a location on the north side of 146th Street.
- The street crossing on 146th Street will be accomplished the week of January 1st and will be completed in two stages to avoid needing to re-route traffic totally. The goal is to have this particular street crossing fully completed prior to school being back in session on January 7th.
- Barring adverse weather conditions, it is estimated to have the forcemain installation fully complete from 141st Street to the actual liftstation site on 148th street - west of Broadway Ave., by February 1st.
- Full Project completion is not anticipated until July, 2019 due to lengthy delays in the delivery of pumps, motors, and the auxiliary power generator necessary to complete the actual liftstation facility upgrade.

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

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Black Gold Park Senior Center Kitchen Rehabilitation Project: 2018 CDBG

- The project was sent out to bid: October 13, 2018.
- A pre-bid meeting was held: October 25, 2018.
- The actual bid date was November 5, 2018.
- A resulting Construction Contract was approved by Council and awarded to RECO Enterprise, LLC on December 4th, 2018.
- A pre-construction meeting was held on December 19, 2018.
- The anticipated start of construction is January 7, 2019.
- The estimated project completion date is March 15, 2019.

Warrior Road Rehabilitation Project:

- This project is one of the various projects earmarked and approved as part of the Move Glenpool Forward Sales Tax Initiative voted on and approved by the citizens of Glenpool in 2016.
- The project consists of the total removal and replacement of the existing, privately owned, roadway from the intersection with 151st Street north to the intersection at 146th Street.
- Crafton/Tull Engineering has been retained to produce the design documents, permitting, and certain construction management functions associated with the project.
- To-date, the design documents covering the proposed improvements are approximately 70% complete.
- The Engineering Consultants are also working on the various Deed of Dedication type documents needed to convey privately owned (Glenpool School District) property to the City for public street right-of-way prior to expending public funds for the proposed improvements.
- A certain amount of Common Area property located immediately east of the current roadway alignment will need to be conveyed to the City by The Crossings residential addition HOA for right-of-way purposes as well.
- Full completion and permitting of the design documents is scheduled for February, 2019,
- Construction bids will likely be taken in late March or early April, 2019
- Acceptance of the required public street right-of-way dedications is anticipated in April – prior to start of construction.
- Actual construction of a Phase I portion of the overall project is anticipated to start in May and be complete by the start of the 2019/2020 school year in August.
- Additional construction phases will be structured and closely coordinated with the Glenpool School District as necessary to minimize disruption of school related activities.

ODOT Transportation Grant Project:

- This project was originally proposed and applied for through INCOG as part of the Oklahoma Transportation Enhancement Program. This particular program is Federally funded and administered by ODOT.
- The Glenpool application to INCOG/ODOT for project funding was approved by Glenpool City Council by Resolution No.10-12-01
- The Transportation Enhancement Grant was officially applied for in March, 2013 and awarded to the City in April 2014.

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- The original proposal for the project consists of:
 - A. The installation of pedestrian sidewalks and associated landscape and street lighting improvements extending from the Tulsa County Recreation Center on Peoria Ave. connecting with the Glenpool School District campus at 146th Street and Warrior Road via Peoria Ave., 141st Street, Elwood Ave., and 146th Street at an estimated cost of \$688,569.
 - B. The base grant consists of an 80/20% matching fund arrangement where the grant will cover 80% of the overall design and construction costs with a 20% City funded match or a \$550,855/\$137,714 cost-share basis.
- Engineering/Surveying design services were solicited and received in July, 2014 covering the professional services necessary to complete the project.
- As a result, R.L. Shears & Associates Landscape Consultants were contracted with to provide the necessary design services for the project in February of 2015.
- Preliminary construction documents were provided by the design consultant in October 2016 which included a preliminary Engineer's Estimate of Construction Cost that totaled approximately \$1,477,000 plus an additional \$91,000 for engineering design services.
- At that time, the project was placed on a somewhat 'temporary' hold until either additional funding could be secured and/or the scope of the project reduced to keep the project within the original budget.
- At this time, additional funding for the project has not been identified. However, the decision has been made to move ahead with the final design of the project by identifying a baseline scope of work that will keep the project within the original budget, but will also include multiple alternant sub-projects that will be designed and bid at the same time as the base project.
- The current effort is to determine the scope of the base project and to finalize the design for it as well as the various alternate pieces thus creating an overall project scope in phases should additional funding become available in the future.

On-going Private Development and/or Building Projects

Pat's (Jiffy Lube) Car Wash: Southwest Crossroads Addition: 122nd Street & Waco Avenue

- The actual Jiffy Lube portion of the project is fully complete and in operation.
- The full completion of the associated carwash facility is scheduled for some time in January.

Elm Pointe Commercial Center: Elm Pointe Addition: 141st Street & Peoria Avenue

- To-date, there have been building permit applications and permits issued on all eight (8) individual building structures proposed within the project – thus completing the building permitting portion of the project.
- Building construction currently ranges from foundation installation, structural steel erection, to interior tenant type finish-out.
- Construction of associated parking and access drives has started on the east side of the project and will follow westerly as the office/warehouse building construction advances.
- The Developer estimates full completion of the first multi-tenant commercial building fronting onto Peoria Ave. in January, 2019. Interior tenant improvements on the first retail building has started. The first retail business in this building is anticipated to open for business in late January, 2019.

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- Full project completion (all building construction) is anticipated by July, 2019.

Elm Pointe II Residential Addition: 141st Street and Madison Avenue

- All area and street grading for the development has been completed.
- The public sanitary sewer extensions serving the development have been fully completed. The public waterline construction is approximately 30 % complete at this time.
- The storm sewer and stormwater management improvements for the addition have not been started at this time
- Full project completion is estimated to be approximately May, 2019
- The start of actual residential home construction is anticipated during the month of June, 2019.

Brookover Corner: Commercial Complex - 151st Street & Broadway Avenue

- The Developer submitted a project Earth Change Permit limited to the site clearing, grubbing. The process of clearing the site was fully completed in July.
- The Developer has also submitted and has been granted a general Earth Change Permit application covering all rough area and street right-of-way grading. The grading and erosion control associated with the Earth Change Permit is on-going currently.
- The supporting construction documents for the site improvements covering paving, storm water management, and public utility services for the project have been submitted for review and permitting. A second review of these construction documents has been completed by City Staff and returned to the project engineer for final revisions.
- The subdivision platting process has been initiated with the submittal and approval of a Preliminary Plat by the Planning Commission at the July 9th meeting.
- The Developer has indicated the start actual infrastructure improvement installation is anticipated in January following the completion of the rough site grading currently under way.

Glenpool Elementary School: Elwood Avenue & 138th Street

- This project is located at the southeast corner of 138th Street and Elwood Avenue.
- The subdivision platting process for the project has been completed and the final plat has been recorded with Tulsa County.
- All site and building related improvement construction is underway at this time.
- The Glenpool School Administration has predicted a full project completion in the second quarter of 2019 and will be ready for occupancy by the start of the 2019/2020 school year.
- Predicted student load for the first year of operations is approximately 500 Pre-K thru Fifth Grade students.

Glen Hills, Blocks 1 thru 6 (Phase I): Residential Addition - 141st Street & Iroquois Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved as part of PUD No. 34 and is generally located on the north side of 141st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Planning Commission and City Council approval of the final Phase I subdivision plat is scheduled to be completed in December, 2018.

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- Phase I site improvements consisting of clearing, grubbing, rough area grading, and the construction of public improvements necessary to serve the addition (water, sanitary sewer, storm sewer) are currently in the final stages of completion.
- A Pre-Construction meeting covering the start-up of paving operations was held December 19, 2018. Start of paving is scheduled for January 2019 with full completion anticipated in April.
- Full completion of Phase I of the development and the start of actual home construction is anticipated in May, 2019.

Glen Hills, Blocks 7 thru 11: Residential Addition - 141st Street & Iroquois Avenue

- This is the second and last phase of the single-family residential project being developed under the conditions and development standards set forth and approved as part of PUD No. 34.
- Planning Department related processing and approvals have been completed regarding zoning (PUD) and preliminary subdivision platting, covering Phase II of the project.
- All site related improvement plan approvals and permitting for Phase II has been completed.
- Phase II site clearing, grubbing, and rough area grading is underway currently and is approximately 50% complete.
- The construction of public improvements necessary to serve the Phase II portion of the project (water, sanitary sewer, storm sewer, and paving) is anticipated to start during the month of January.
- Full completion of the Phase II development construction, Planning Department processing of the final subdivision plat and the start of actual home construction in the Phase II portion of the overall project is anticipated in July, 2019.

The Pines: Residential Addition - 141st Street & Ironwood Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.
- The submittal of the preliminary and conditional final subdivision plat and all required public infrastructure improvement construction plans occurred the first week in June.
- The final subdivision plat was reviewed and approved by the Planning Commission at the July 9th meeting.
- The construction plan review regarding the public improvements is underway currently with full approval and permitting anticipated in December, allowing construction startup in January, 2019.

Scissortail: Residential Addition – 151st Street & Poplar Street

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 39 and is generally located on the north side of 151st Street at Poplar Street.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.

- Planning Commission and City Council approval of the final Phase I subdivision plat is anticipated to occur in January, 2019.
- Phase I site improvement construction documents consisting of rough & final grading, erosion control, storm water management, waterlines, sanitary sewer, and paving are currently in the final design and permitting phase.
- Full completion of the engineering design and permitting of Phase I improvements is anticipated in December, 2018.

FINAL PLAT: BROOKOVER CORNER: Moab Holdings Glenpool, LLC

This commercial development is at the northeast corner of the intersection of 151st Street and U.S. Highway 75 and contains 51.78 acres. The subdivision contains between 7 and 8 lots and multiple Reserve Areas, primarily for stormwater drainage and detention. Lot-Split application GLS-230 was filed 12/19/2018 pertaining to the former Bethesda Boys Ranch, Inc. property, acquired by Moab Holdings Glenpool, LLC by deed recorded 10/01/2018. Anticipated review and approval schedule for both the Final Plat and Lot-Split applications:

- 01/02/2019 Final Plat application anticipated
- 01/25/2019 TAC Review
- 02/11/2019 Planning Commission consideration for approval.

PLANNED UNIT DEVELOPMENT:

PUD 30 MAJOR AMENDMENT # 1: (PUD 30A “REDBUD GLEN”) A request from Crafton

Tull for approval of Major Amendment # 1 to PUD 30 “Glenpool Center South,” including a Conceptual Development Plan and/or Preliminary Development Plan for property generally located at 423 W. 151st St. S.; the northwest corner of the intersection of 151st St. S. and S. Elwood Ave. This pertains to the north 20 acres of PUD 30, which is zoned and planned for single-family residential development. “Redbud Glen” is proposed to be a gated subdivision with private streets and neighborhood amenities. The primary effect of the proposed Major Amendment is to relax minimum lot width and lot size requirements. The developer and PUD specify the intended price point for houses is in the \$300,000s.

- 11/28/18 TAC Review
- 12/10/18 Planning Commission Conditionally Approved the Conceptual Development Plan only as per Staff recommendations
- TBD PUD Preliminary Development Plan to be submitted and PUD Major Amendment rezoning to proceed upon satisfaction of Planning Commission and Staff recommendations

Current Planning Department and Planning Commission Activities:

SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

FINAL PLAT: GLEN HILLS BLOCKS 1-6: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 28.82 acres (Phase I). This proposed subdivision covers the development

of 86 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Tabled with direction to the Applicant to make the corrections identified by Staff and to correct the minimum house size in the private covenants to 1,500 square feet per the PUD
- 11/14/18 Planning Commission Conditionally Approved
- 12/03/18 City Council Conditionally Approved Final Plat

PRELIMINARY PLAT: GLEN HILLS BLOCKS 7-11: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 20.04 acres (Phase II). This proposed subdivision covers the development of 79 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Approved subject to the corrections identified by Staff and those identified by the Planning Commission, including correcting the minimum house size in the private covenants to 1,500 square feet and provide assurances that construction traffic will only utilize 141st St.
- TBD Final Plat application to be filed

FINAL PLAT: SCISSORTAIL – BLOCKS 1 THRU 4: Summit Properties, Inc.

This residential development is at the intersection of 151st Street and Poplar Street and contains 29.13 acres (Phase I). This proposed subdivision covers the development of 88 single family residential lots under the concepts and development standards established and previously approved in PUD No. 39.

- Final Plat application has not yet been submitted
- Street intersection had to be moved due to discovering major underground fiber optic / communications lines at the initial location; Amendment to the PUD has been determined unnecessary as the street is outside of the PUD; only engineering design and permitting considerations are required for the street intersection relocation
- PUD Minor Amendment approved 11/14/2018; Minor Amendment corrected inaccurately cited land areas for the PUD boundary and areas within and other particulars depending on the cited land areas. No substantive changes were requested or approved.

SPECIFIC USE PERMIT:

SUP-2018-01 (PAT'S CAR WASH/JIFFY LUBE) A request to allow a LED sign in a CG (Commercial Shopping) zoned property located at 12106 South Waco Ave (Adjacent to Jiffy Lube).

- 8/31/18 TAC Review
- 10/8/18 Board of Adjustment Approved 3 Variances to allow a maximum of 200 square feet of display surface area
- 10/8/18 Planning Commission Recommended Conditional Approval as per Staff recommendations

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- 11/05/18 City Council Tabled per Staff recommendation due to informational inconsistency between Applicant and developer (beneficiary of the covenants) and continuing lack of necessary information
- 12/03/18 City Council held a Public Hearing and Approved subject to the submittal of an accurate site plan as recommended by Planning Commission and Staff

Current Building & Inspection Department Activity: December, 2018

Current On-Going Commercial and Residential Projects Permitted for Construction:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition – Phase I: 141st Street & Iroquois Avenue
- Glen Hills Residential Addition – Phase II: 141st St. & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue
- South 75 Business Park Waterline Extension: 156th Street – 168th Street on East Side of US Highway 75
- Speedy's Liftstation Rehab. Project: Forcemain Installation from 141st St. to 148th St.
- Jiffy's Car Wash: 121st St. Between Waco and Yukon Avenue
- MonTapp Commercial Building: 125th Court West of Vancouver Avenue
- Wades RV Building Expansion: 161st St & US Highway 75

Glenpool Residential and Commercial Building Permit Statistics:

- | | |
|---|-----------|
| • New Residential Permits Issued in December, 2018: | -0- Total |
| • New Commercial Permits Issued in December, 2018: | 1 Total |
| • Current Active Residential Permits: | 13 Total |
| • Current Active Commercial Permits: | 15 Total |
| • 2017 Residential Permits thru December: | 80 Total |
| • 2018 Residential Permits issued thru December: | 20 Total |
| • 2017 Commercial Permits Issued Thru December: | 10 Total |
| • 2018 Commercial Permits Issued Thru December: | 9 Total |

Code Enforcement Department:

December, 2018

Typical Issues Addressed by the Code Enforcement Department: Public Nuisances

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

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Department Activity for the Month of December, 2018:

• Year-to-Date citizen complaint calls received and investigated:	834
• Public nuisance cases remaining open thru December:	10
• New Code Enforcement cases processed in December:	
1. Calls reporting high grass:	6
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	13
4. Nuisance abatements performed by contractors:	5
5. Notices issued for residences without water service:	-0-
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	91
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	18
10. Dilapidated vacant structures and properties:	1
11. Trash can/receptacle placement:	10
12. Misc. cases:	<u>14</u>

Total New Cases Opened in December: 158

Real Estate Special Assessment Determinations: December, 2018.

Special Assessment Letters Issued to Title Companies 22

Assessment Letter Fee Collection Notices Issued 18

Speedy's Liftstation Forcemain



Speedy's Liftstation Forcemain



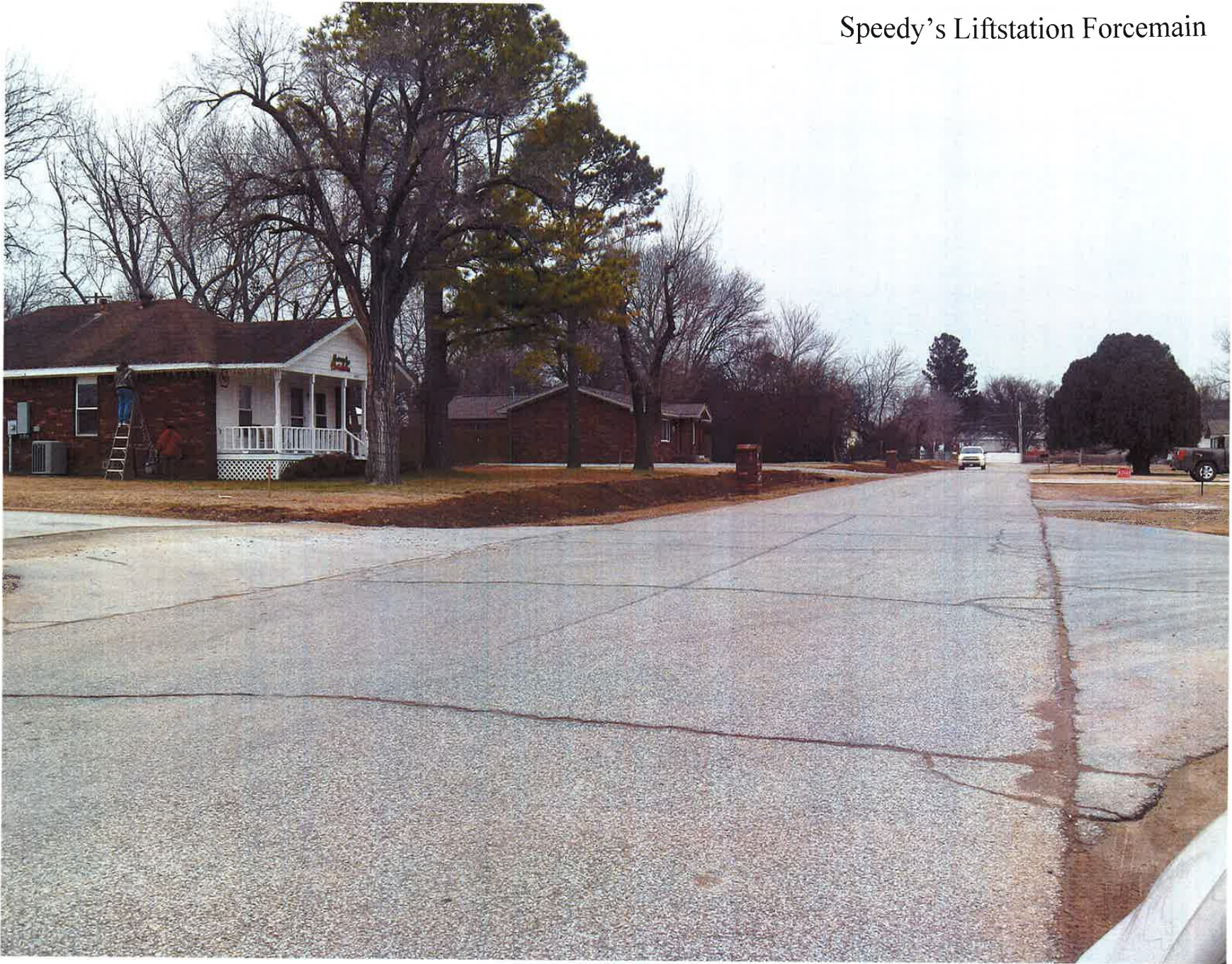
Speedy's Liftstation Forcemain



Speedy's Liftstation Forcemain



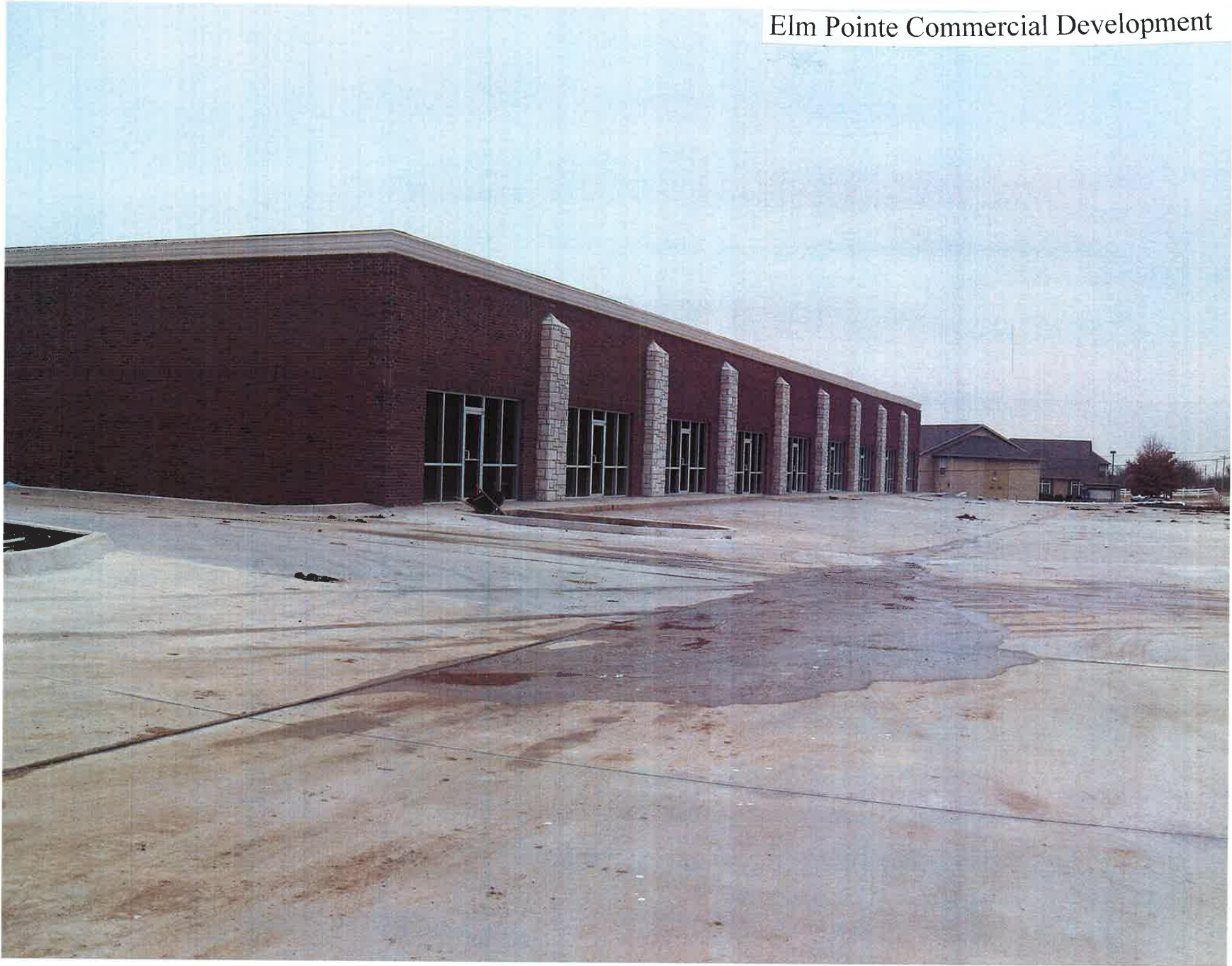
Speedy's Liftstation Forcemain



Elm Pointe Commercial Development



Elm Pointe Commercial Development



Elm Pointe Commercial Development



Brookover Corner



Brookover Corner



Glenpool Elementary School



Glenpool Elementary School



Glenpool Elementary School



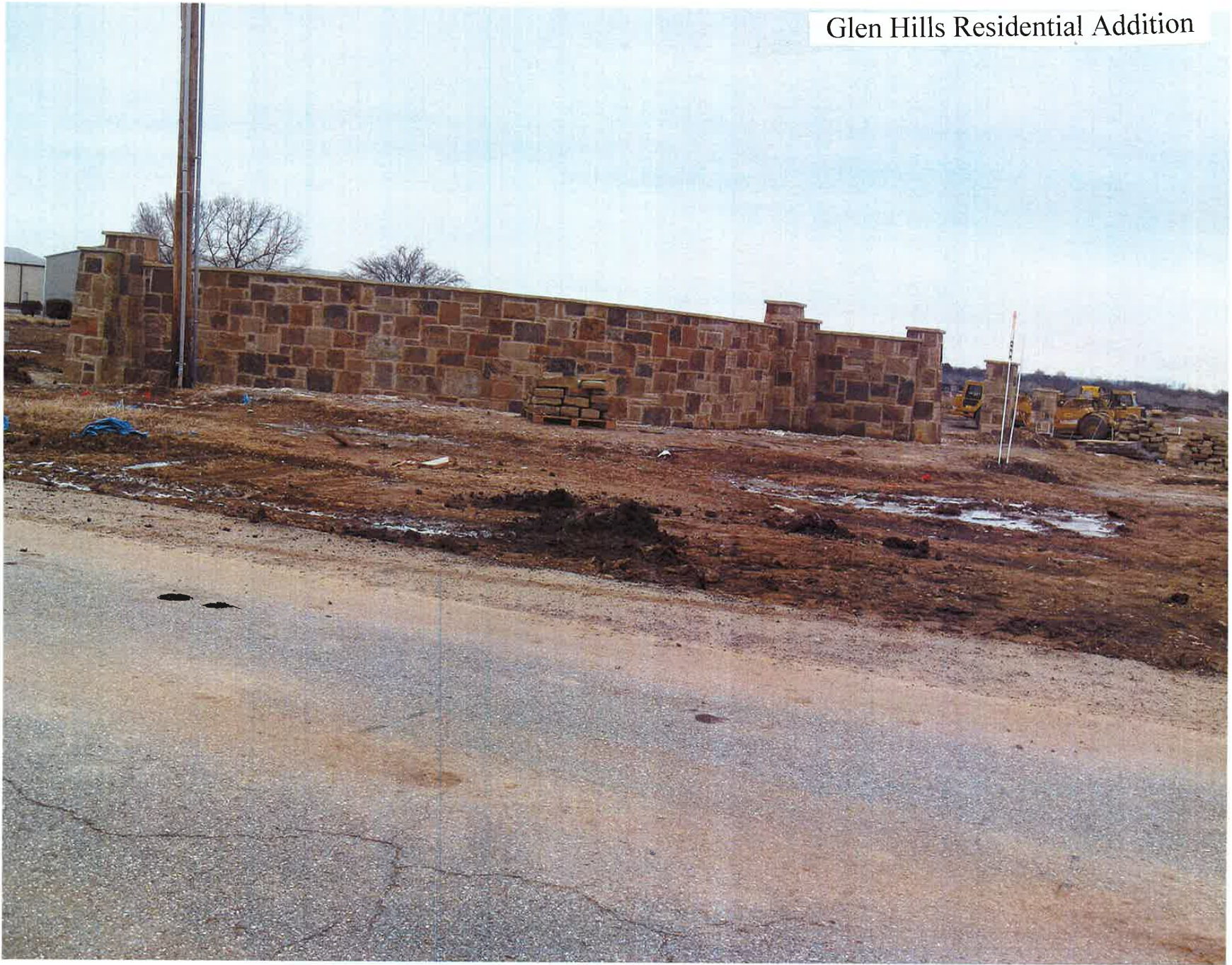
Glenpool Elementary School



Glenpool Elementary School



Glen Hills Residential Addition



Glen Hills Residential Addition



Glen Hills Residential Addition



South 75 Business Park



South 75 Business Park



South 75 Business Park



MonTapp Commercial Building



MonTapp Commercial Building





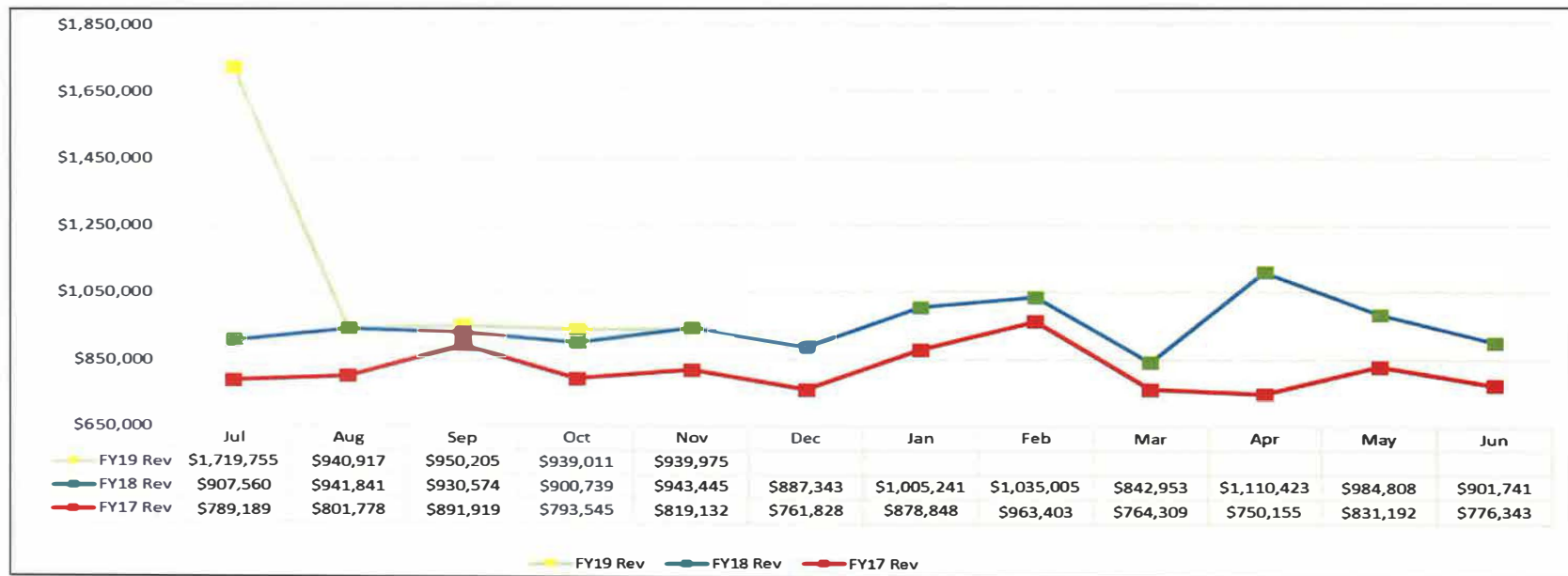
Treasurer's Report November 30th, 2018

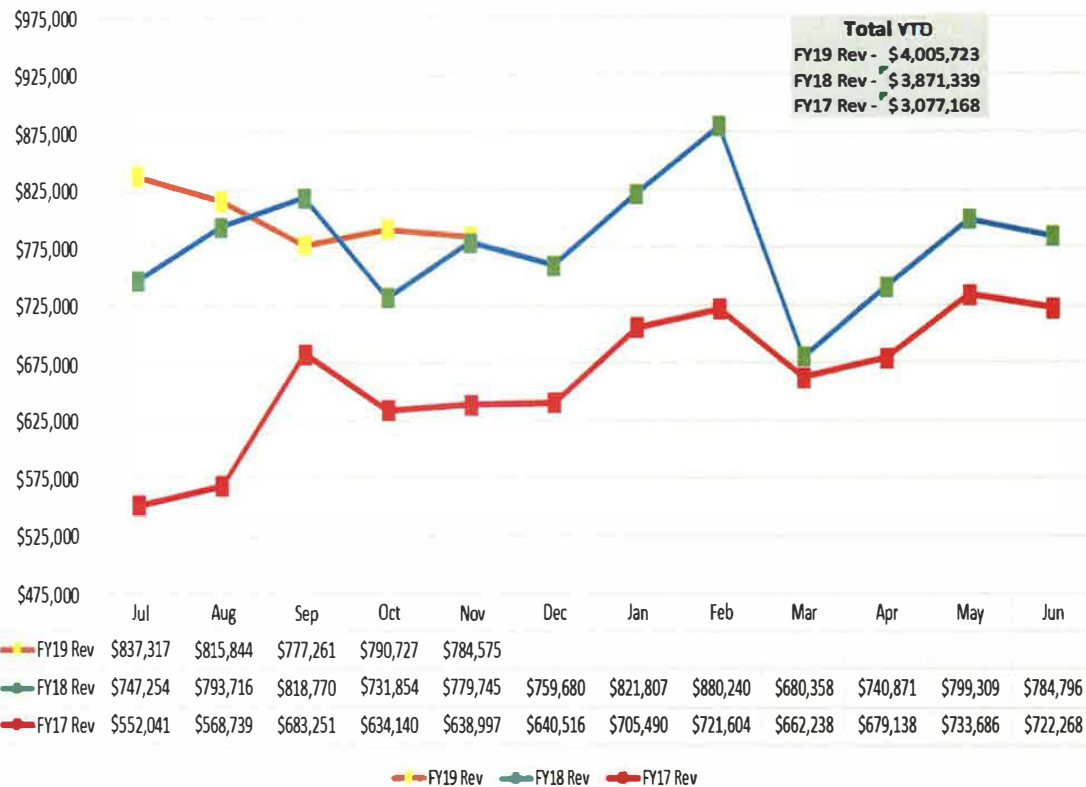
FUND	REVENUES AS OF 11/30/18			EXPENDITURES AS OF 11/30/2018		
	FY18 BUDGET	FY18 ACTUAL YTD	Target 41.67%	FY18 BUDGET	FY18 ACTUAL	Target 41.67%
GENERAL FUND	\$ 11,515,031	\$ 5,494,024	48%	\$ 11,515,031	\$ 4,487,908	39%
GUSA	\$ 9,156,789	\$ 3,818,684	42%	\$ 9,156,789	\$ 2,375,105	26%
PARKS & RECREATION	\$ 10,000	\$ 1,800	18%	\$ 10,000	\$ -	0%
HOTEL MOTEL TAX	\$ 200,000	\$ 98,173	49%	\$ 200,000	\$ 40,000	20%
GIA	\$ 512,882	\$ 163,999	32%	\$ 512,882	\$ 135,647	26%
STREETS & INFRASTRUCTURE	\$ 1,040,617	\$ 240,744	23%	\$ 1,040,617	\$ 180,040	17%
PUBLIC SAFETY CAPITAL	\$ 1,712,548	\$ 215,781	13%	\$ 1,712,548	\$ 172,321	10%
PUBLIC SAFETY PERSONNEL	\$ 1,173,303	\$ 456,102	39%	\$ 1,173,303	\$ 420,054	36%
TOTAL	\$ 25,321,170	\$ 10,489,307		\$ 25,321,170	\$ 7,811,076	

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF NOVEMBER 2018
5TH MONTH IN
FISCAL YEAR 2018-
2019 OR 41.67%
COMPLETED AS OF
NOVEMBER 30TH,
2018

City of Glenpool General Fund Revenues as of NOVEMBER 30TH, 2018

18.7% INCREASE COMPARED TO PREVIOUS YTD

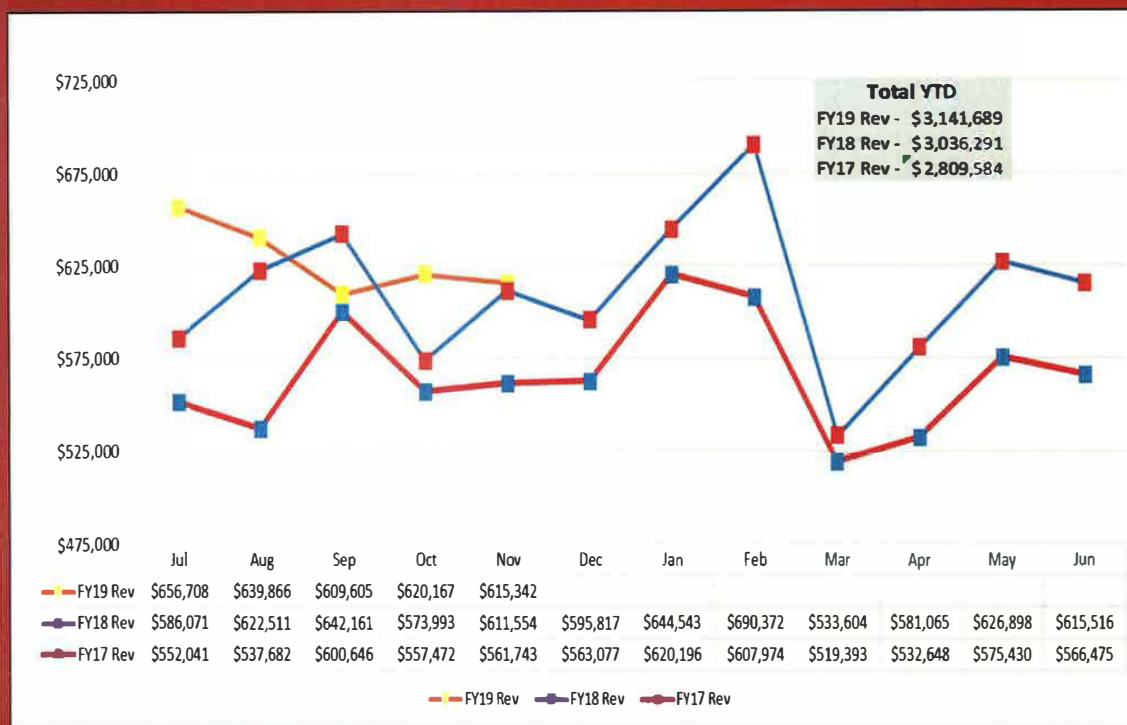




City of Glenpool Sales Tax Revenues - All Funds as of NOVEMBER 30TH, 2018

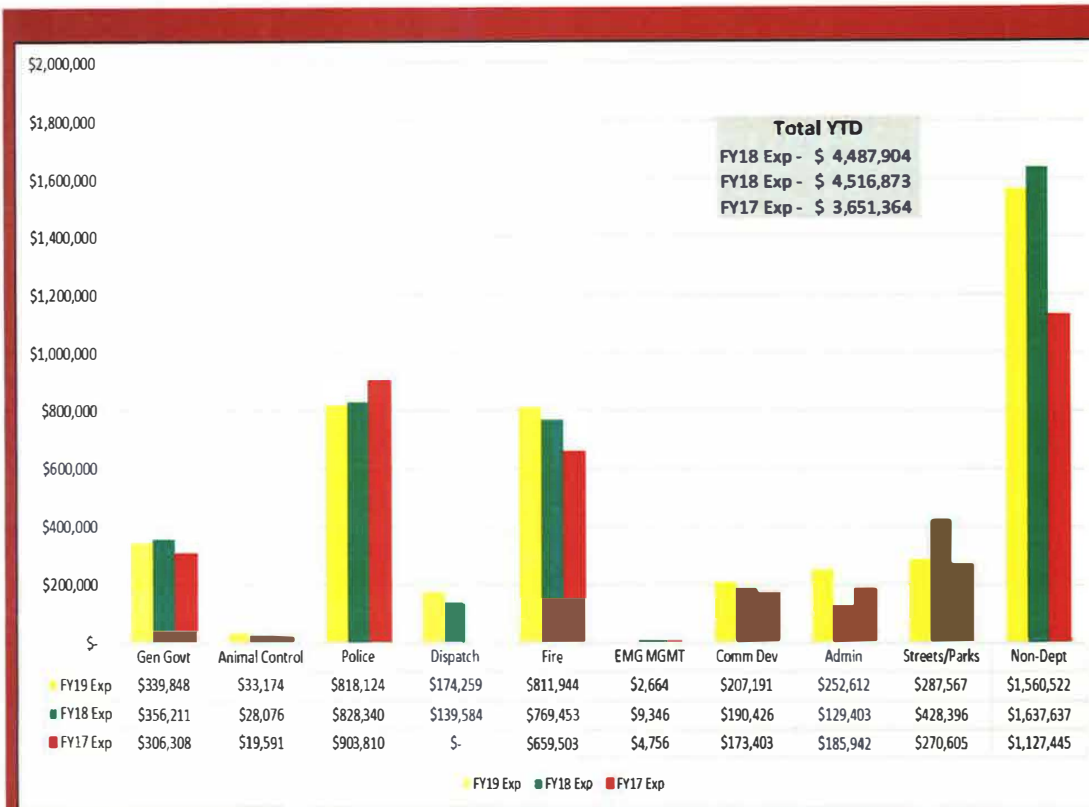
- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- ▶ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- ▶ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

3.5% INCREASE COMPARED TO PREVIOUS YTD



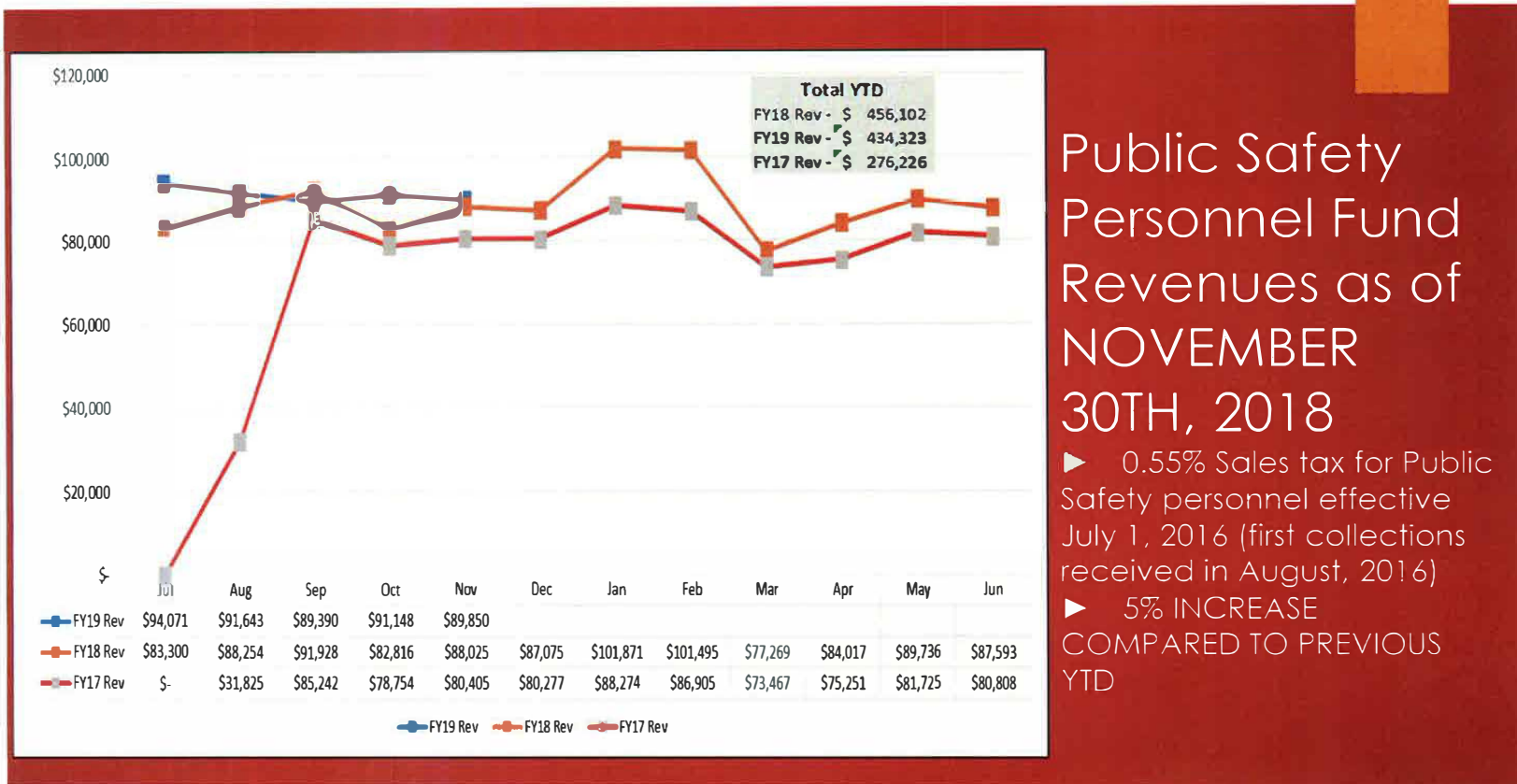
City of Glenpool Sales Tax Revenues - General Fund as of NOVEMBER 30TH, 2018

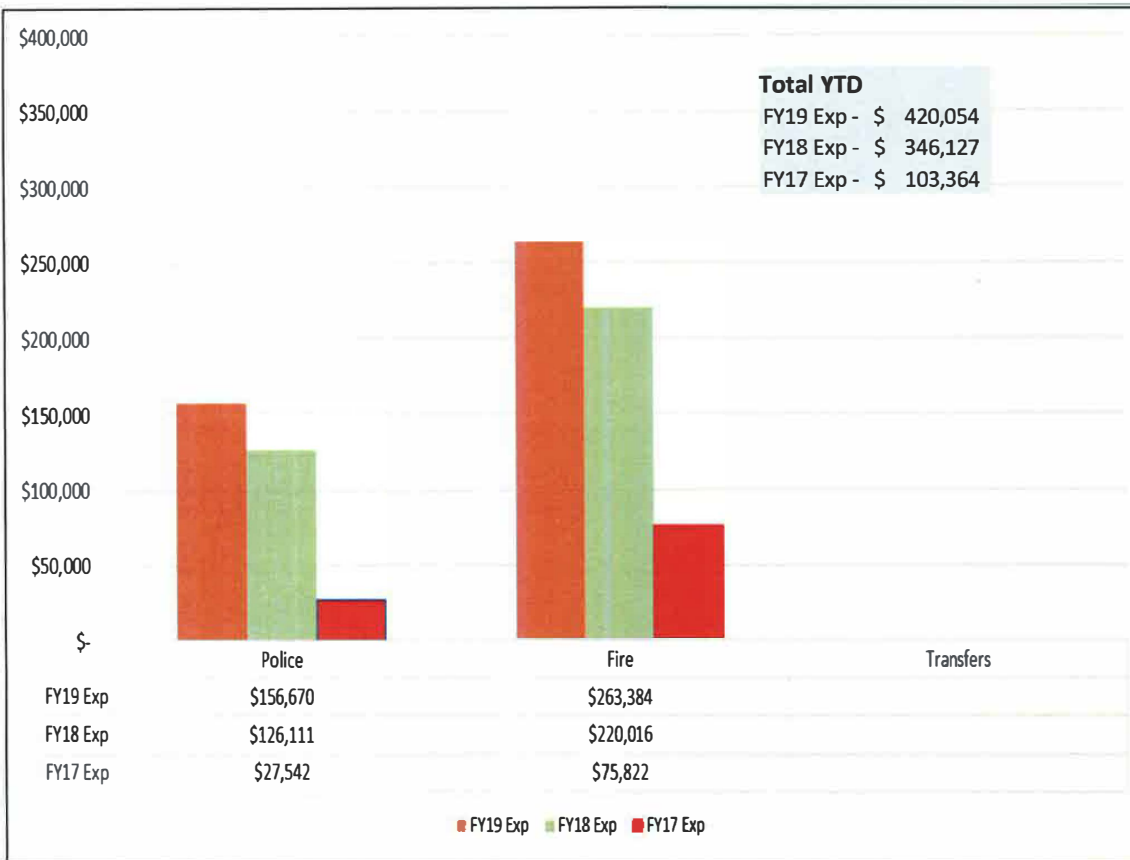
3.5% INCREASE
COMPARED TO
PREVIOUS YTD



City of Glenpool General Fund Expenditures as of NOVEMBER 30TH, 2018

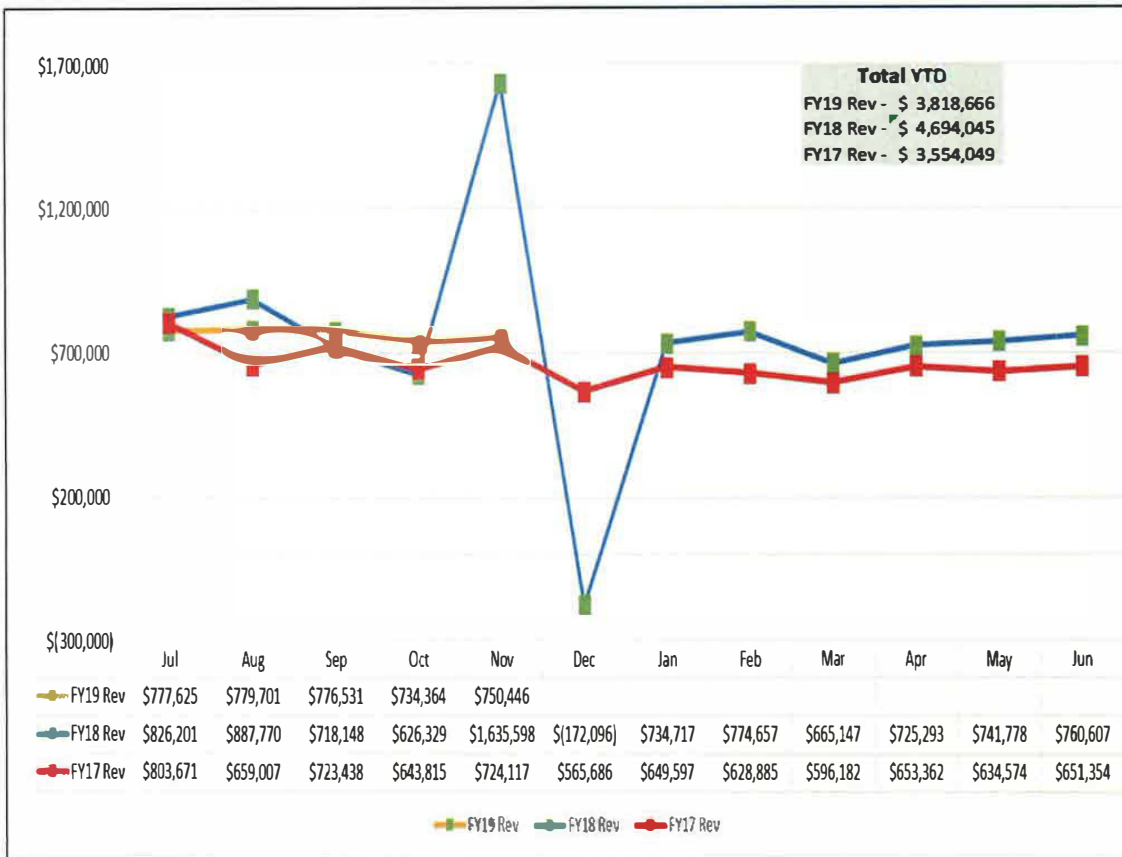
- ▶ General Government includes City Clerk, Finance, and Organizational Expenses
- ▶ Police includes Police, Animal Control and Dispatch
- ▶ Community Services includes Planning, Inspections and Code Enforcement
- ▶ Administration includes City Manager, City Attorney and Human Resources
- ▶ Non-Departmental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



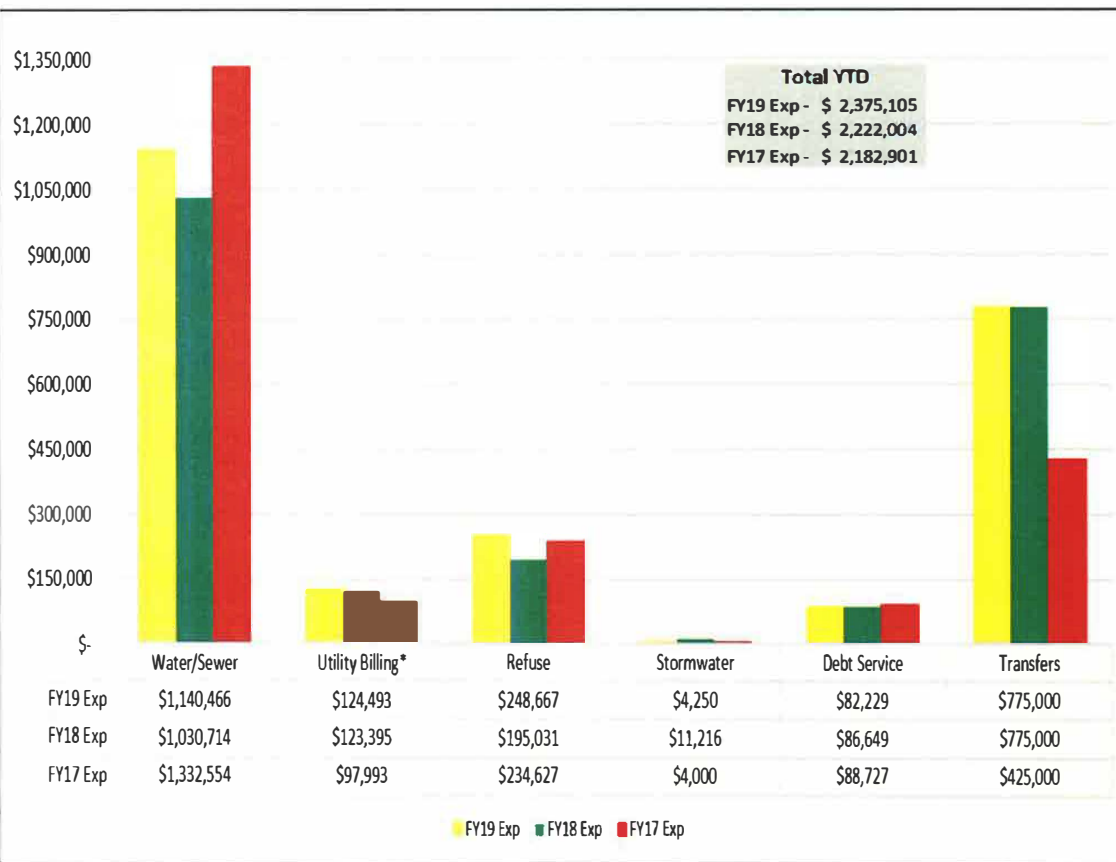


Public Safety Personnel Fund Expenditures as of NOVEMBER 30TH, 2018

- ▶ Police includes five officers - personal services and operating expenses
- ▶ Fire includes seven firefighters - personal services and operating expenses



Glenpool Utility
 Services
 Authority
 Revenues as of
 NOVEMBER
 30TH, 2018
 -18.6% DECREASE
 COMPARED TO
 PREVIOUS YTD



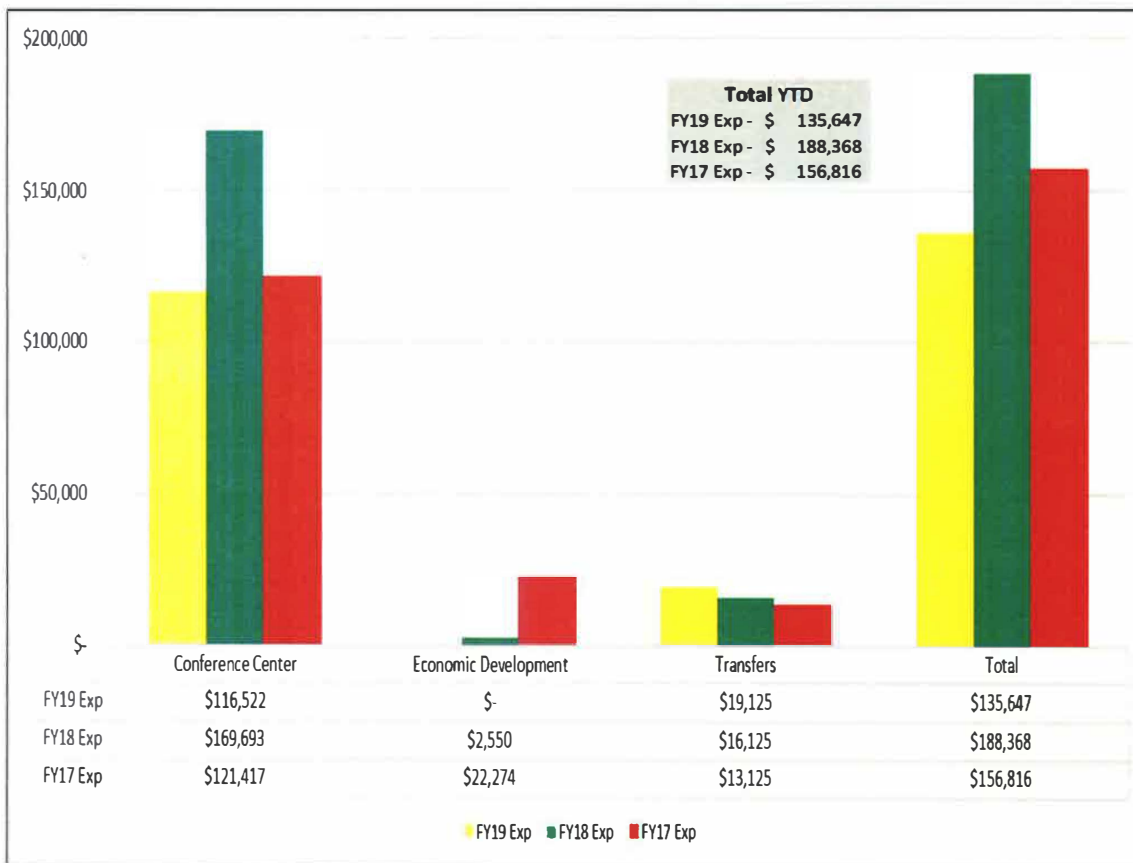
Glenpool
Utility
Services
Authority
Expenses as
of
NOVEMBER
30TH, 2018

Glenpool Industrial Authority Revenues as of NOVEMBER 30TH, 2018



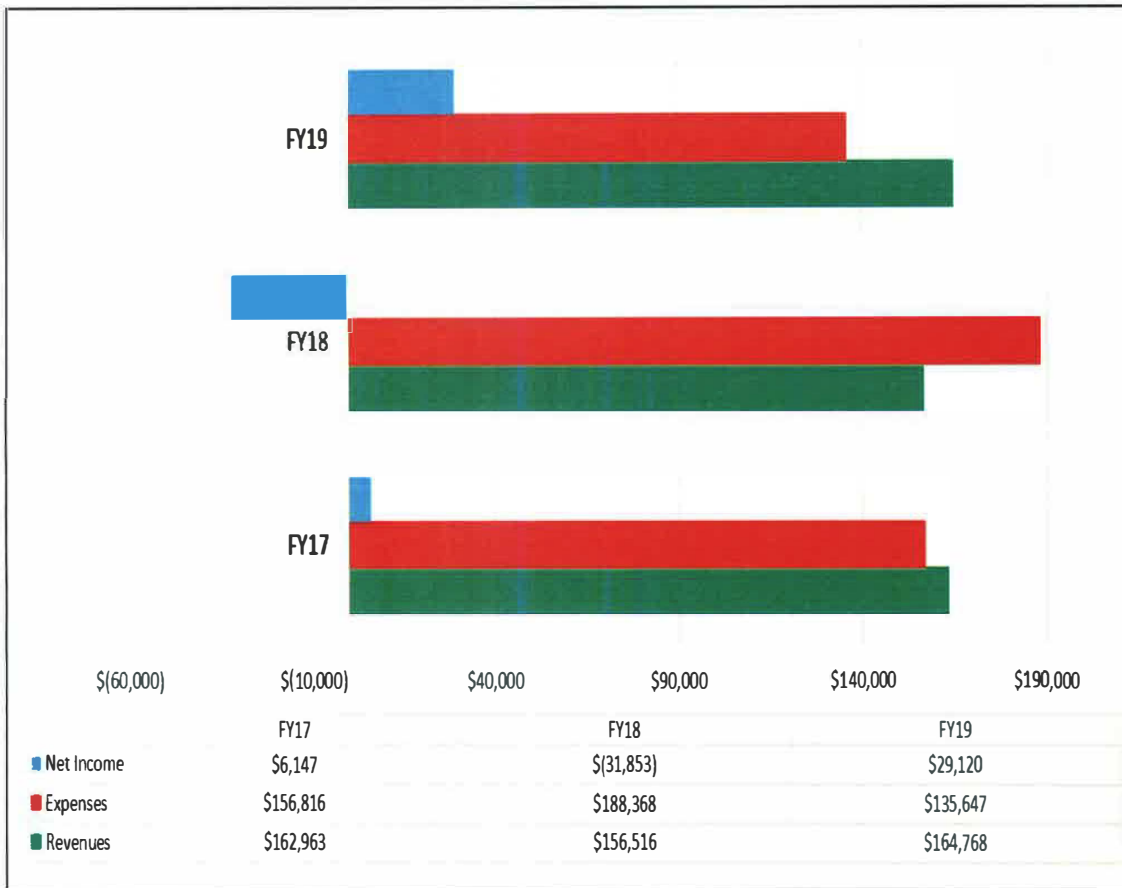
May FY17 includes \$338,902 in development reimbursements from St. Francis

5% INCREASE COMPARED TO PREVIOUS YTD



Glenpool
Industrial
Authority
Expenses as of
NOVEMBER
30TH, 2018

Glenpool Industrial Authority Net Income as of NOVEMBER 30TH, 2018



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		
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	NS	132,500	-	132,500	-	
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	50,448	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,089,399	

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	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	797,482	
Firefighter Air packs	C	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,784,044	
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,558,462	

Proposition 3 (0.55%) 52

Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	C					
NS= Project not yet started, IP= Project in progress, C= Project is complete						

MINUTES
Regular Meeting
December 3, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Brandon Kearns
Jacqueline Triplett-Lund
Momodou Ceesay
Tim Fox

COUNCIL ABSENT: Trish Agee

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Bart Harris
Lea Ann Reed
Wes Richter

STAFF ABSENT: Lynn Burrow

Page

- A) **Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:11 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 – Jason Yarbrough, First Baptist Church**
- D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) **Community Development Report – David Tillotson, City Manager**
[Community Development Director's Report 12 03 18](#)
- F) **Treasurers Report – John Gonsalves, Finance Director**
[OCTOBER TREASURERS REPORT](#)
- G) **City Manager Report – David Tillotson, City Manager**

8 - 34

35 - 49

Page 1 of 134

- Reminder that the Christmas Shop will be held here at the Conference Center on December 10th-12th, which provides clothes and toys for Glenpool families.
- We are preparing for potential winter weather this weekend - our new snow plow and sander are in.
- Black Gold Christmas "lights on" will be Monday, December 10th at 6:00 p.m. The center parking lot where the monument is located will be closed.
- OML dinner is scheduled for tomorrow night at the Conference Center.
- Our employee Christmas party was last week - we had several awards that were given out. We will have presentations from the Council at an upcoming meeting.
- Reminder that there are no other meetings this month, due to the Christmas holiday.

H) Mayor Report – Timothy Lee Fox, Mayor

- Mayor Fox stated that he was impressed with the employee dinner and awards. He said it was good to get the employees families together as a group, and he hopes it continues as an annual event.
- Mayor Fox and Vice-Mayor Ceesay were able to be a part of the Christmas parade.

I) Council Comments

- Councilor Kearns asked if we knew the number of trees the Chamber of Commerce has sold. Mr. Tillotson reported it is between 45-50 at last count. The deadline is tomorrow at 5:00 p.m.
- Vice-Mayor Ceesay stated that he has been re-appointed to the Tulsa County Vision Board, as well as the Tulsa County Criminal Justice Board.

J) Public Comments

There were no public comments.

K) Scheduled Business

- 1) Discussion and possible action to approve minutes from November 5, 2018 meeting.
(Wendy Knight, City Clerk)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve the minutes as presented.

	For	Against	Abstained	Absent
Brandon Kearns	x			
Jacqueline Triplett-	x			

Lund				
Momodou Ceesay	x			
Tim Fox	x			
	4	0	0	0

CARRIED.

- 2) Public Hearing for the purpose of giving consideration to a proposed Specific Use Permit SUP#2018-01, a request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district for Lot 2, Block 1, *Southwest Crossroads Section 2*, generally located at 12106 S. Waco Ave. 50 - 62
- a. Open Duly Advertised Public Hearing - Timothy Fox, Mayor.
 - Hearing opened at 6:37 p.m.
 - b. Presentation of SUP#2018-01 - Erik Enyart, Tanner Consulting
 - Presentation was made by Erik Enyart.
 - c. Facilitate Public Comments - Erik Enyart, Tanner Consulting
 - There were no public comments.
 - d. Close Public Hearing - Timothy Fox, Mayor
 - Hearing closed at 6:41 p.m.

Staff Report SUP#2018-01 - revised for 12-03-18

- 3) Discussion and possible action to approve Specific Use Permit SUP#2018-01, a request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district for Lot 2, Block 1, *Southwest Crossroads Section 2*, generally located at 12106 S. Waco Ave. 63 - 75
- (Erik Enyart, Tanner Consulting)

Mr. Tillotson stated he wanted to clarify concerns regarding documents that had not been sent to us previously from earlier meetings. He said all of that has been dealt with, and staff is satisfied that they have provided everything we need except for an amended site plan involving a utility easement. We are agreeable with moving forward and recommending approval of SUP#2018-01 contingent upon providing a revised site plan.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Specific Use Permit SUP#2018-01, contingent upon staff receiving a revised site plan for the north easement.

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

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

CARRIED.

[Staff Report SUP#2018-01 - revised for 12-03-18](#)

- 4) Discussion and possible action to approve the Final Plat of *Glenn Hills* Blocks 1-6, located west of the northwest corner of 141st Street and Peoria Ave. (Elm Street). 76 - 82
(Erik Enyart, Tanner Consulting)

Mr. Enyart presented and recommended Council approval of the Final Plat of *Glenn Hills* Blocks 1-6, subject to corrections, modifications and conditions of approval.

Alan Woodcock, Glenpool resident; spoke in opposition of this item.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve the Final Plat of Glenn Hills Blocks 1-6, subject to the conditions as recommended by staff.

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

CARRIED.

[Staff Report Final Plat of Glenn Hills Blocks 1-6 - revised for 12-03-18](#)

- 5) Discussion and possible action to approve and authorize the Mayor, acting also as the Chairman of the Board of Trustees of the Glenpool Utility Services Authority, to execute the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rural Water District #2 ("Creek-2"), subject only to non-substantive amendments as may be agreed to between the Glenpool City Attorney and legal counsel for Creek-2, the City Attorney hereby being authorized to determine in good faith what amendments may be deemed non- 83 - 87

substantive, and its effectiveness contingent upon approval and execution by the President of the Board of Directors of Creek-2.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended the Council approve and authorize the Mayor/Chairman of the Board to execute the Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rual Water District #2 ("Creek-2") subject to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

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

CARRIED.

[Staff Report Proposed Third Amendment](#)
[Proposed Third Amendment to Settlement Agreement 120318](#)

- 6) Discussion and possible action to endorse the Tulsa Regional Chamber's OneVoice Legislative Agenda.
(David Tillotson, City Manager)

88

Mr. Tillotson recommended Council endorsement of the Tulsa Regional Chamber's OneVoice Legislative Agenda. Sam Peyton, Tulsa Regional Chamber also spoke, and was available to answer questions.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To endorse the OneVoice Legislative Agenda as presented.

	For	Against	Abstained	Absent
Brandon Kearns	x			

Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	4	0	0	0

CARRIED.

[Staff Report 2019 OneVoice Agenda](#)

- 7) Discussion and possible action to approve Council member attendance at the ICSC RECON conference on May 19-22, 2019. 89
(David Tillotson, City Manager)

Mr. Tillotson presented the information regarding the ICSC RECON conference on May 19-22, 2019.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To send Mayor Fox and Councilor Lund to the ICSC RECON conference.

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

CARRIED.

[ICSC RECON Conference](#)

- 8) Discussion and possible action to approve the contract bid received from 357, Inc. dba RECO Enterprises; the Notice of Contract Award; a construction Contract Agreement for a total amount not to exceed the contract bid price of \$114,875.00; and authorization be given to the City Manager to execute said Notice of Contract Award and the associated Contract Agreement accordingly, for the Senior Citizen Activities Building Improvement Project. 90 - 134
(David Tillotson, City Manager)

Mr. Tillotson recommended Council approval and acceptance the contract bid for the Senior Citizen Activities Building Improvement Project.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve the contract bid received from 357, Inc. dba RECO Enterprises; the Notice of Contract Award; a construction Contract Agreement for a total amount not to exceed the contract bid price of \$114,875.00; and authorization given to the City Manager to execute said Notice of Contract Award and the associated Contract Agreement for the Senior Citizen Activities Building Improvement Project as presented.

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

CARRIED.

[Memorandum City Council Meeting 12 03 18 Senior Center CDBG Project Bid Acceptance](#)

- 9) Discussion of the current status regarding Engineering Design activities associated with the removal and reconfiguration of the existing Warrior Road access drive consisting of demolition, re-grading, paving & drainage improvements, including public street right-of-way acquisition. No action will be taken.
(David Tillotson, City Manager)

A discussion was held regarding Warrior Road. No action was taken.

L) Adjournment

Mayor Fox declared the meeting adjourned at 7:38 p.m.



Community Development Director's Report

Date: December 3, 2018

To: Glenpool City Council

Mayor and Councilors;

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

On-going City Improvement Projects

Speedy's Sanitary Sewer Liftstation Rehabilitation Project

- This project was awarded to MSB, LLC located in Oologah
- The Notice to Proceed was issued to the Contractor on August 31st, 2018.
- There have been several delays in material deliveries to initiate the construction phase of the project, however forcemain piping for the project was delivered to the project site November 15th.
- Construction notices were sent November 16th to all property owners that will be impacted by the installation of the forcemain.
- Actual start of construction occurred on November 19th beginning with the installation of forcemain piping at the north end of the project along the south side of 141st Street with work progressing southerly along the east side of Broadway Avenue.
- Full Project completion is not anticipated until July, 2019 due to lengthy delays in the delivery of pumps, motors, and the auxiliary power generator for necessary for the station upgrades.

Black Gold Park Senior Center Kitchen Rehabilitation Project: 2018 CDBG

- Project was sent out to Bid: October 13, 2018
- Pre-Bid Meeting was held: October 25, 2018
- Bid Date: November 5, 2018
- Anticipated Start of Construction: January 7, 2019
- Estimated Project Completion Date: March 15, 2019

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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On-going Private Development and/or Building Projects

Cathy's Car Wash: Southwest Crossroads Addition: 122nd Street & Waco Avenue

- The actual Jiffy Lube portion of the project is fully complete and in operation.
- The full completion of the associated carwash facility is scheduled for January 1st.

Elm Pointe Commercial Center: Elm Pointe Addition: 141st Street & Peoria Avenue

- To-date, there have been building permit applications and permits issued on all eight (8) individual building structures proposed within the project – thus completing the building portion of the project.
- Building construction currently ranges from foundation installation, structural steel erection, to interior tenant type finish-out.
- Construction of associated parking and access drives has started on the east side of the project and will follow westerly as the office/warehouse building construction advances.
- The Developer estimates full completion of the first multi-tenant commercial building fronting onto Peoria Ave. in January, 2019. Interior tenant improvements on the first retail building has started. The first retail business in this building is anticipated to open for business in late January, 2019.
- Full project completion (all building construction) is anticipated by July, 2019.

Brookover Corner: Commercial Complex - 151st Street & Broadway Avenue

- The Developer submitted a project Earth Change Permit limited to the site clearing, grubbing. The process of clearing the site was fully completed in July.
- The Developer has also submitted and has been granted a general Earth Change Permit application covering all rough area and street right-of-way grading. The grading and erosion control associated with the Earth Change Permit is on-going currently.
- The supporting construction documents for the site improvements covering paving, storm water management, and public utility services for the project have been submitted for review and permitting. A second review of these construction documents has been completed by City Staff and returned to the project engineer for final revisions.
- The subdivision platting process has been initiated with the submittal and approval of a Preliminary Plat by the Planning Commission at the July 9th meeting.
- The Developer has indicated the start actual infrastructure improvement installation is anticipated in December following the completion of the rough site grading currently under way.

Glenpool Elementary School: Elwood Avenue & 138th Street

- This project is located at the southeast corner of 138th Street and Elwood Avenue.
- The subdivision platting process for the project has been completed and the final plat has been recorded with Tulsa County.
- The project site improvement and building construction plans have been fully approved and permitted for construction.
- All site and building related improvement construction is underway at this time.
- The Glenpool School Administration has predicted a full project completion in the second quarter of 2019 and will be ready for occupancy by the start of the 2019/2020 school year.
- Predicted student load for the first year of operations is approximately 500 students.

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Glen Hills, Blocks 1 thru 6 (Phase I): Residential Addition - 141st Street & Iroquois Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34 and is generally located on the north side of 141st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Planning Commission and City Council approval of the final Phase I subdivision plat is scheduled to be completed in December, 2018.
- Phase I site improvements consisting of clearing, grubbing, rough area grading, and the construction of public improvements necessary to serve the addition (water, sanitary sewer, storm sewer, and paving) are currently in the final stages of completion.
- Full completion of Phase I of the development and the start of actual home construction is anticipated in February, 2019.

Glen Hills, Blocks 7 thru 11: Residential Addition - 141st Street & Iroquois Avenue

- This is the second and last phase of the single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34.
- Planning Department related processing and approvals have been completed regarding zoning (PUD) and preliminary subdivision platting, covering Phase II of the project.
- All site related improvement plan approvals and permitting for Phase II has been completed.
- Phase II site clearing, grubbing, and rough area grading is underway currently and is approximately 50% complete.
- The construction of public improvements necessary to serve the Phase II portion of the project (water, sanitary sewer, storm sewer, and paving) is anticipated to start during the month of December.
- Full completion of the Phase II development construction, Planning Department processing of the final subdivision plat and the start of actual home construction in the Phase II portion of the overall project is anticipated in May, 2019.

The Pines: Residential Addition - 141st Street & Ironwood Avenue

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.
- The submittal of the preliminary and conditional final subdivision plat and all required public infrastructure improvement construction plans occurred the first week in June.
- The final subdivision plat was reviewed and approved by the Planning Commission at the July 9th meeting.
- The construction plan review regarding the public improvements is underway currently with full approval and permitting anticipated in December, allowing construction startup in January, 2019.

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Scissortail: Residential Addition – 151st Street &

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 39 and is generally located on the north side of 151st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Planning Commission and City Council approval of the final Phase I subdivision plat is anticipated to occur in January, 2019.
- Phase I site improvement construction documents consisting of rough & final grading, erosion control, storm water management, waterlines, sanitary sewer, and paving are currently in the final design and permitting phase.
- Full completion of the engineering design and permitting of Phase I improvements is anticipated in December, 2018

Current Planning Department and Planning Commission Activities:

SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

FINAL PLAT: GLEN HILLS BLOCKS 1-6: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 28.82 acres (Phase I). This proposed subdivision covers the development of 86 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Tabled with direction to the Applicant to make the corrections identified by Staff and to correct the minimum house size in the private covenants to 1,500 square feet per the PUD
- 11/14/18 Planning Commission Conditionally Approved
- 12/03/18 City Council consideration for Final Plat approval

PRELIMINARY PLAT: GLEN HILLS BLOCKS 7-11: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 20.04 acres (Phase II). This proposed subdivision covers the development of 79 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Approved subject to the corrections identified by Staff and those identified by the Planning Commission, including correcting the minimum house size in the private covenants to 1,500 square feet and provide assurances that construction traffic will only utilize 141st St.
- TBD Final Plat application to be filed

FINAL PLAT: SCISSORTAIL – BLOCKS 1 THRU 4: Summit Properties, Inc.

This residential development is at the intersection of 151st Street and Poplar Street and contains 29.13 acres (Phase I). This proposed subdivision covers the development of 88 single family

Regular Meeting - 03 Dec 2018 Minutes Attachment

residential lots under the concepts and development standards established and previously approved in PUD No. 39.

- Final Plat application has not yet been submitted
- Street intersection had to be moved due to discovering major underground fiber optic / communications lines at the initial location; Amendment to the PUD has been determined unnecessary as the street is outside of the PUD; only engineering design and permitting considerations are required for the street intersection relocation
- PUD Minor Amendment approved 11/14/2018; Minor Amendment corrected inaccurately cited land areas for the PUD boundary and areas within and other particulars depending on the cited land areas. No substantive changes were requested or approved.

SPECIFIC USE PERMIT:

SUP-2018-01 (PAT'S CAR WASH/JIFFY LUBE) A request to allow a LED sign in a CG (Commercial Shopping) zoned property located at 12106 South Waco Ave (Adjacent to Jiffy Lube).

- 8/31/18 TAC Review
- 10/8/18 Board of Adjustment Approved 3 Variances to allow a maximum of 200 square feet of display surface area
- 10/8/18 Planning Commission Recommended Conditional Approval as per Staff recommendations
- 11/05/18 City Council Tabled per Staff recommendation due to informational inconsistency between Applicant and developer (beneficiary of the covenants) and continuing lack of necessary information
- 12/03/18 City Council Public Hearing and Consideration for approval

Current Building & Inspection Department Activity: November, 2018

Current On-Going Commercial and Residential Projects Permitted for Construction:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: 141st Street & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue

Glenpool Residential and Commercial Building Permit Statistics:

- | | |
|---|-----------|
| • New Residential Permits Issued in November, 2018: | 1 Total |
| • New Commercial Permits Issued in November, 2018: | -0- Total |
| • Current Active Residential Permits: | 11 Total |
| • Current Active Commercial Permits: | 15 Total |
| • 2017 Residential Permits thru November: | 77 Total |
| • 2018 Residential Permits issued thru November: | 20 Total |
| • 2017 Commercial Permits Issued Thru November: | 9 Total |
| • 2018 Commercial Permits Issued Thru November: | 8 Total |

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Code Enforcement Department:

November, 2018

Typical Issues Addressed by the Code Enforcement Department: Public Nuisances

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

Department Activity for the Month of November, 2018:

• Year-to-Date citizen complaint calls received and investigated:	759
• Public nuisance cases remaining open thru November:	17
• New Code Enforcement cases processed in November:	
1. Calls reporting high grass:	49
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	12
4. Nuisance abatements performed by contractors:	10
5. Notices issued for residences without water service:	-0-
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	147
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	38
10. Dilapidated vacant structures and properties:	3
11. Trash can/receptacle placement:	16
12. Misc. cases:	<u>24</u>
Total New Cases Opened in November:	298

Real Estate Special Assessment Determinations: November, 2018.

Special Assessment Letters Issued to Title Companies 28

Assessment Letter Fee Collection Notices Issued 26

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

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

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



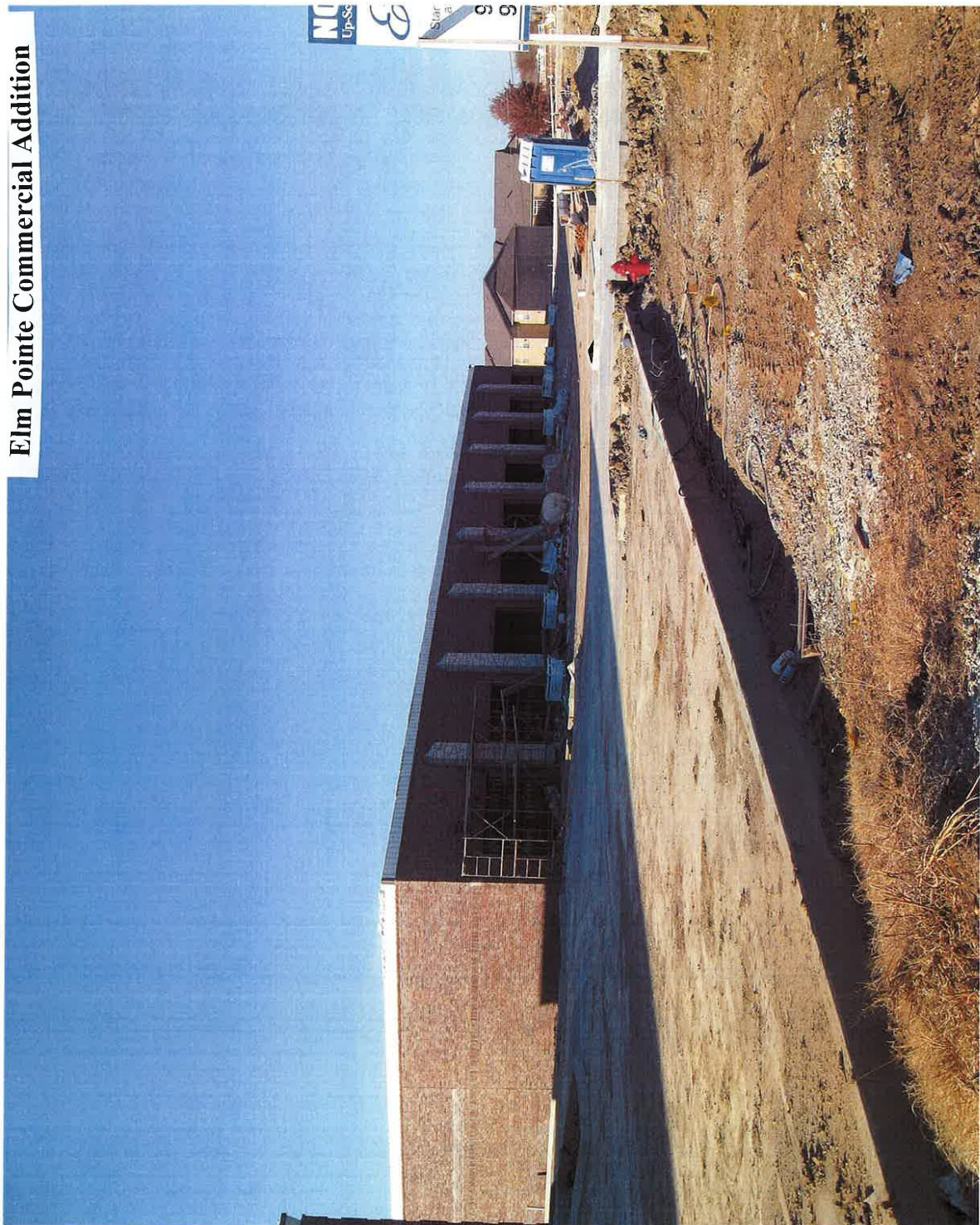
Jiffy Lube Car Wash

Jiffy Lube Car Wash



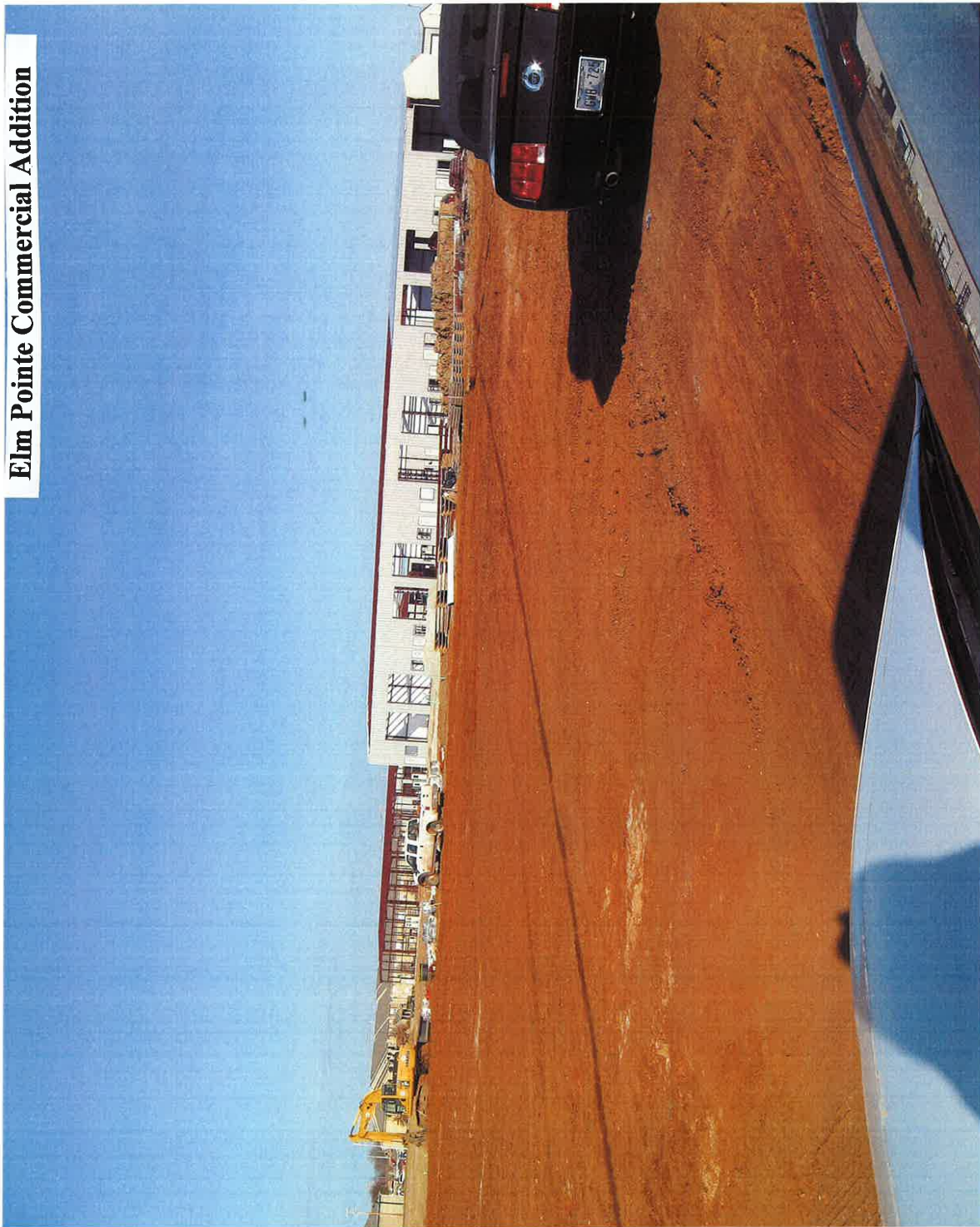


Jiffy Lube Car Wash



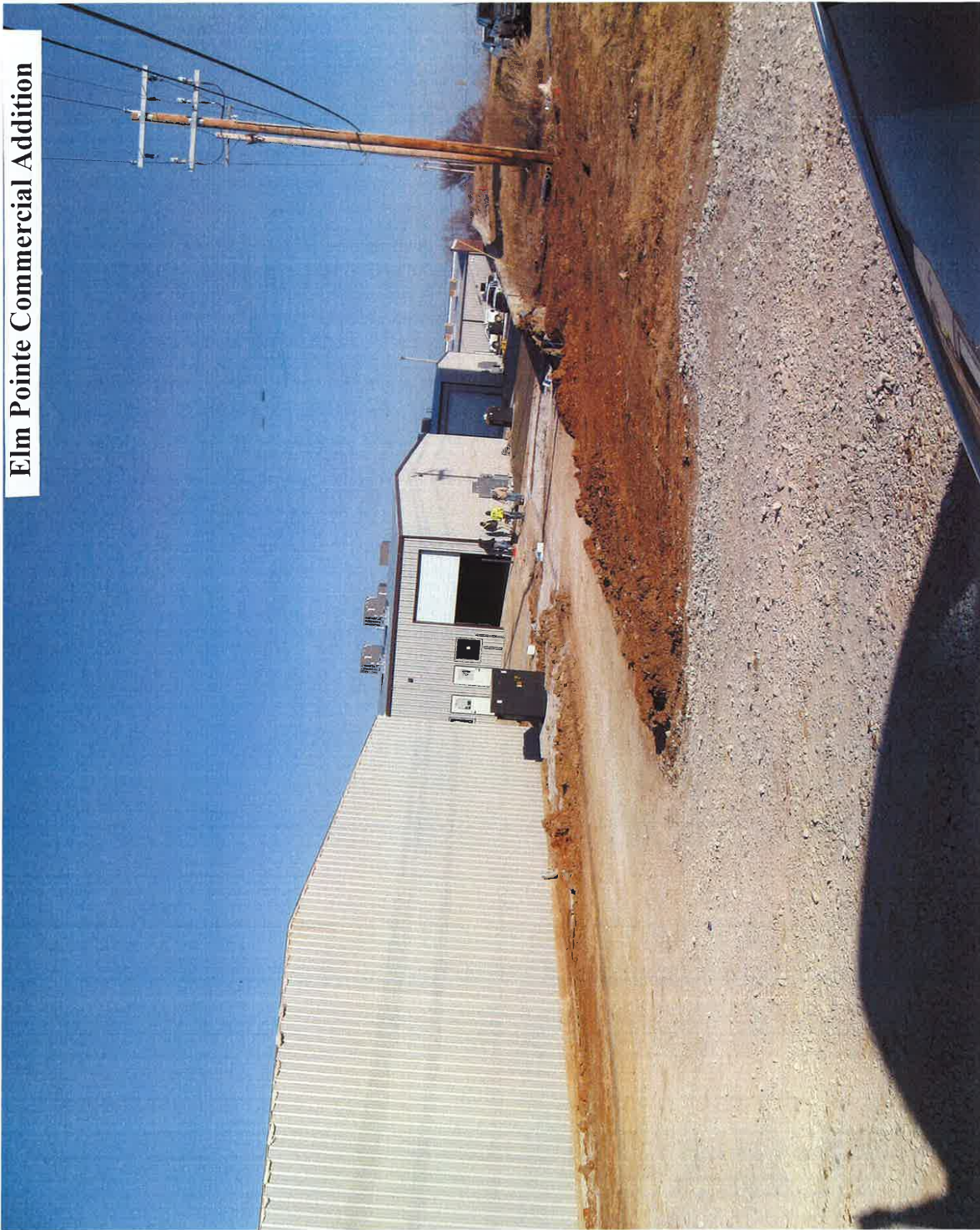




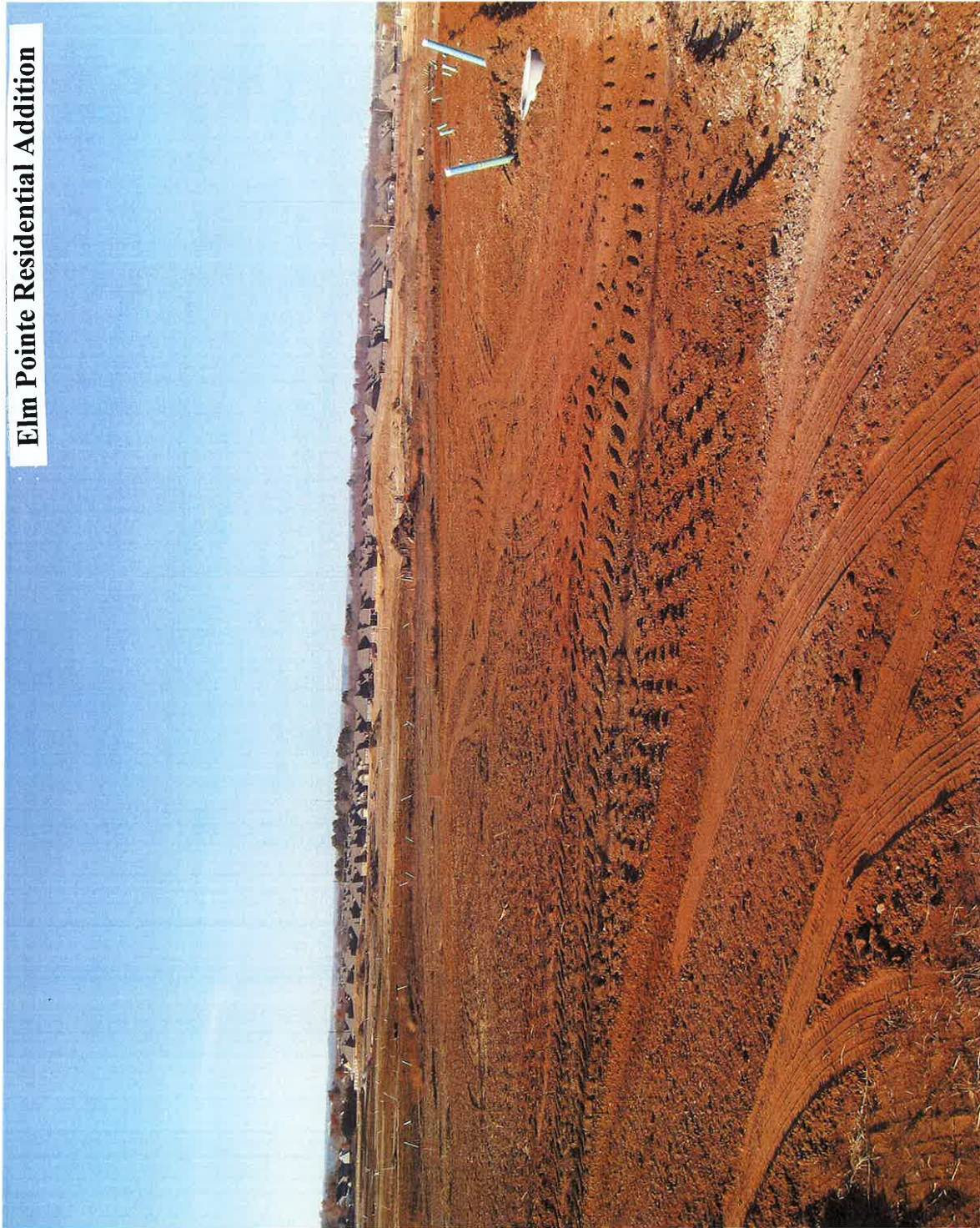


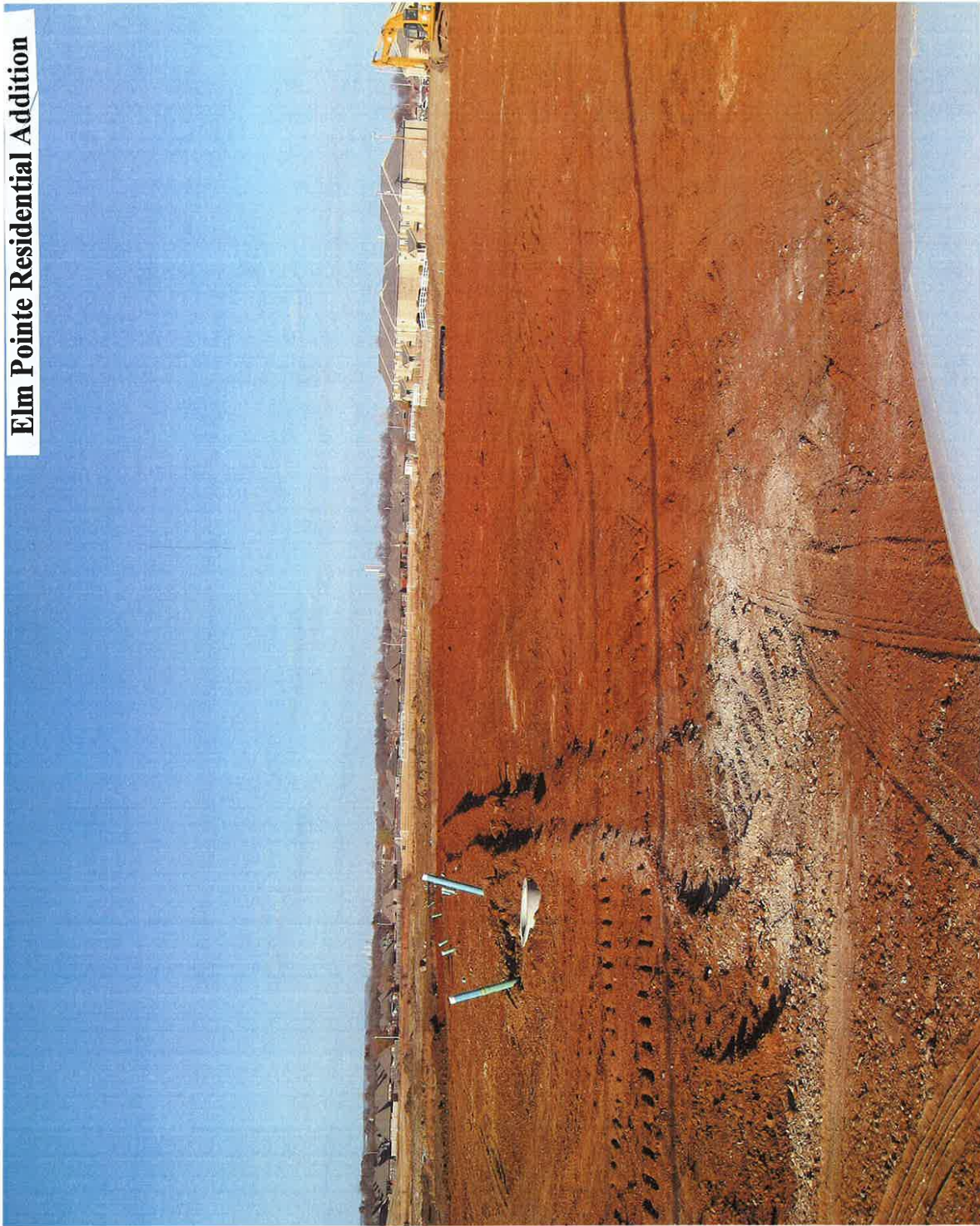
Elm Pointe Commercial Addition

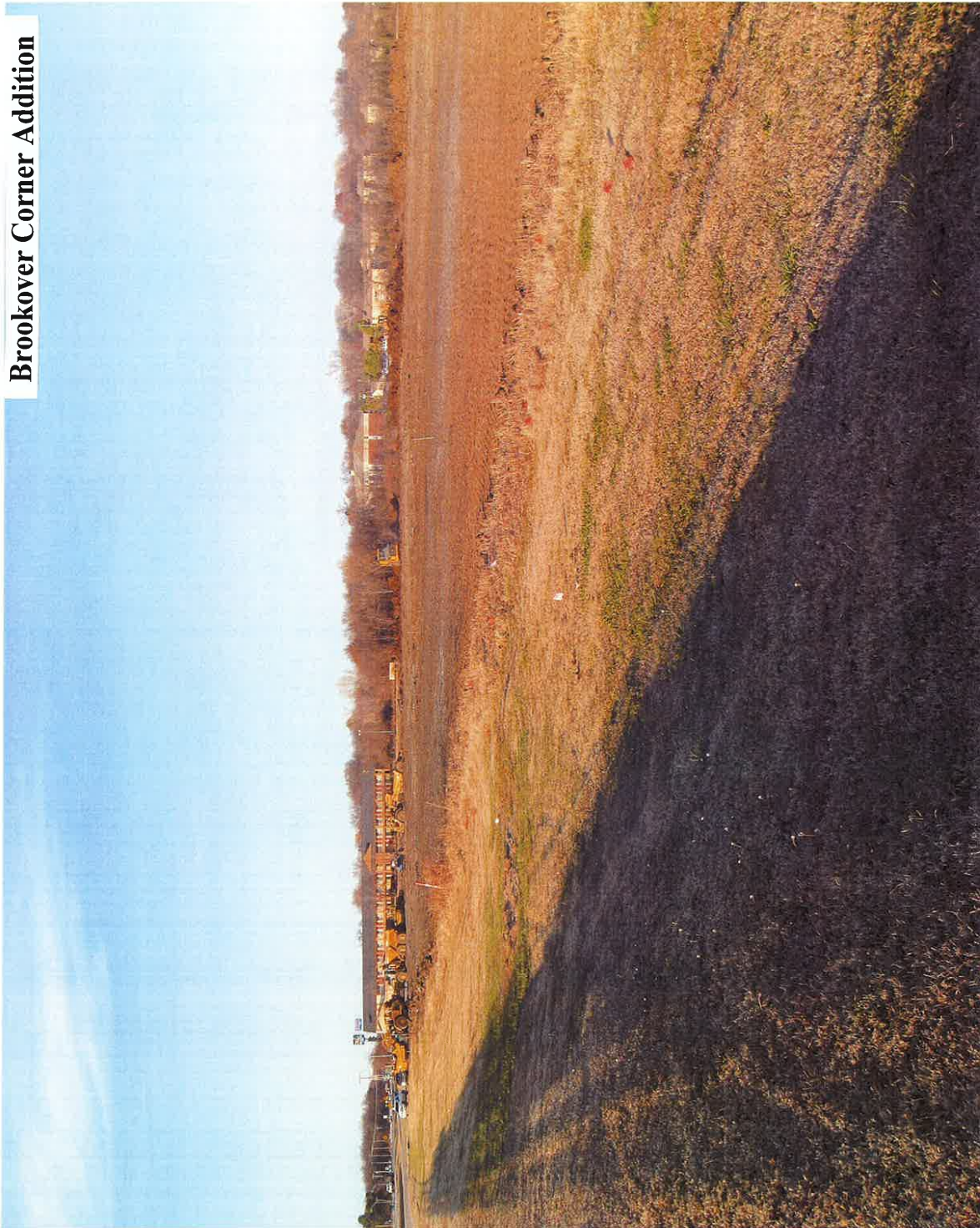
Elm Pointe Commercial Addition



Elm Pointe Residential Addition



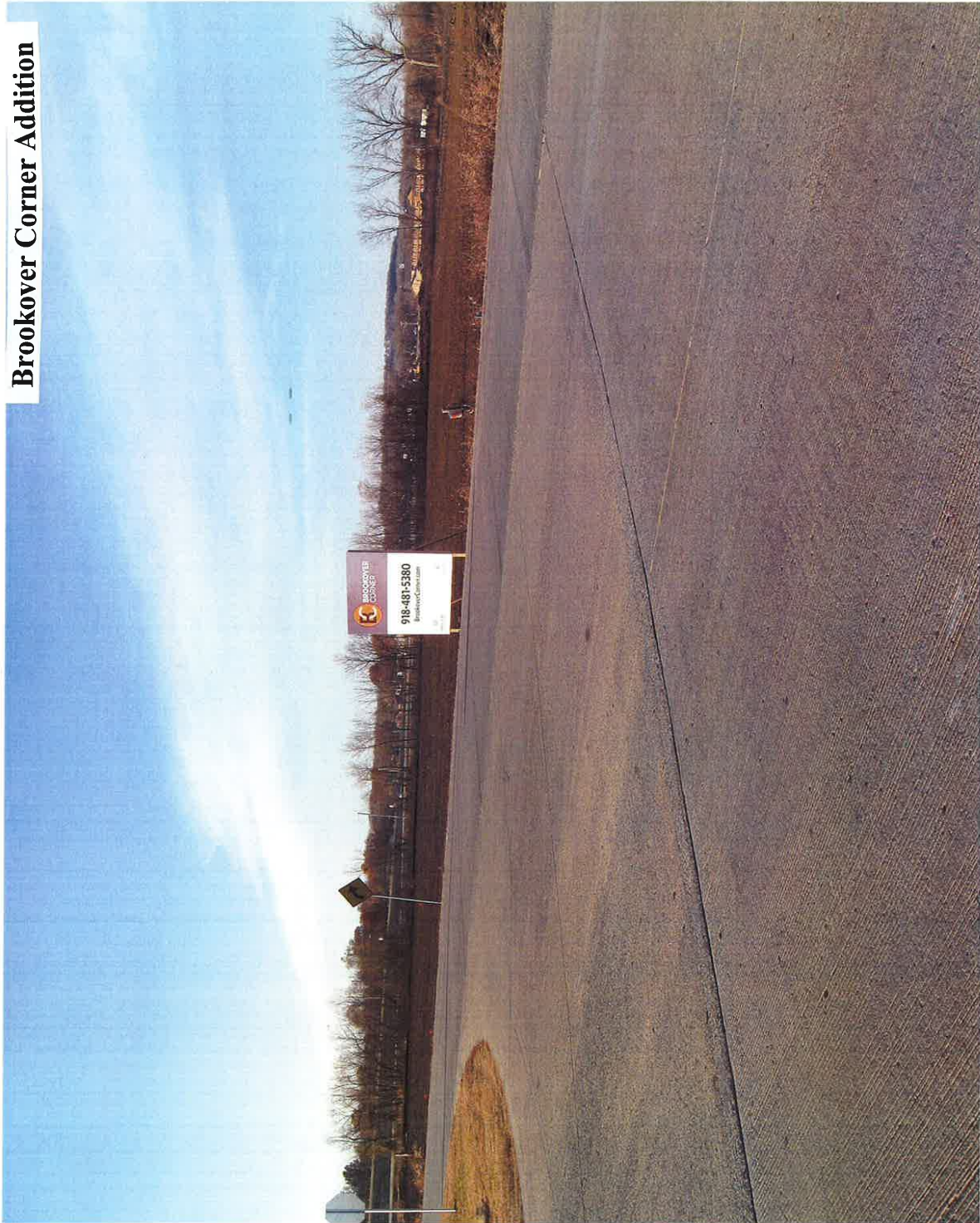




Brookover Corner Addition



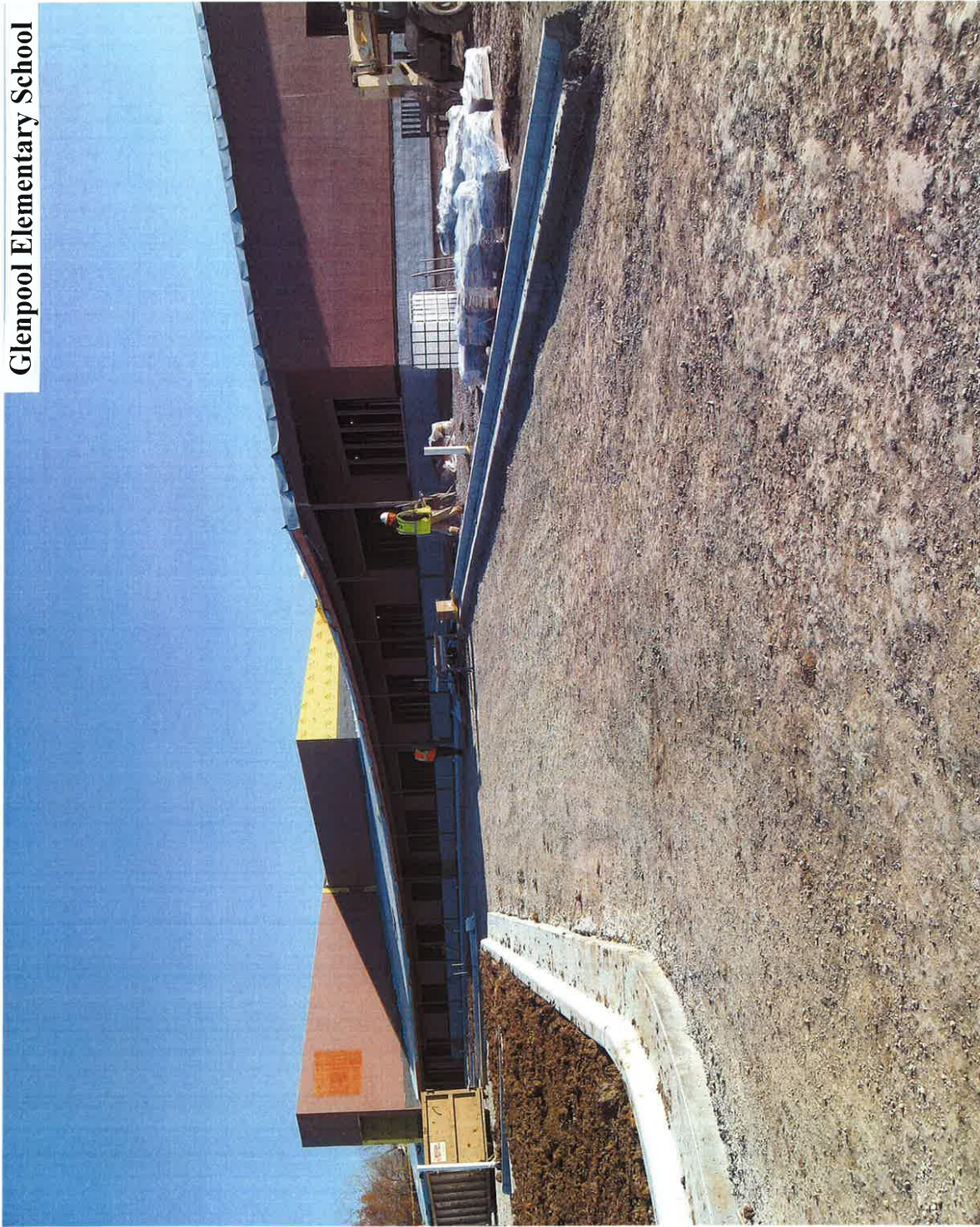
Brookover Corner Addition



Glenpool Elementary School

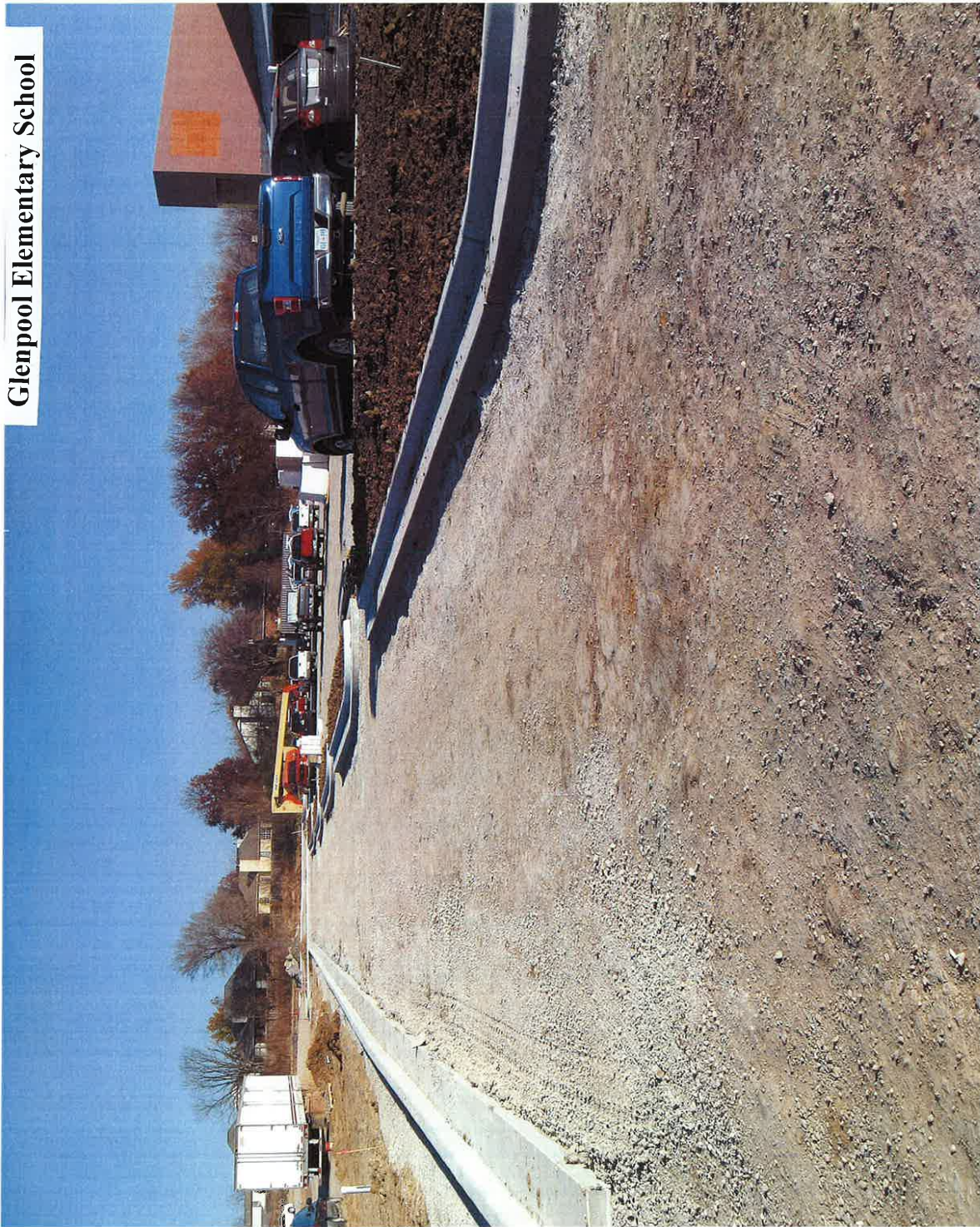


Glenpool Elementary School



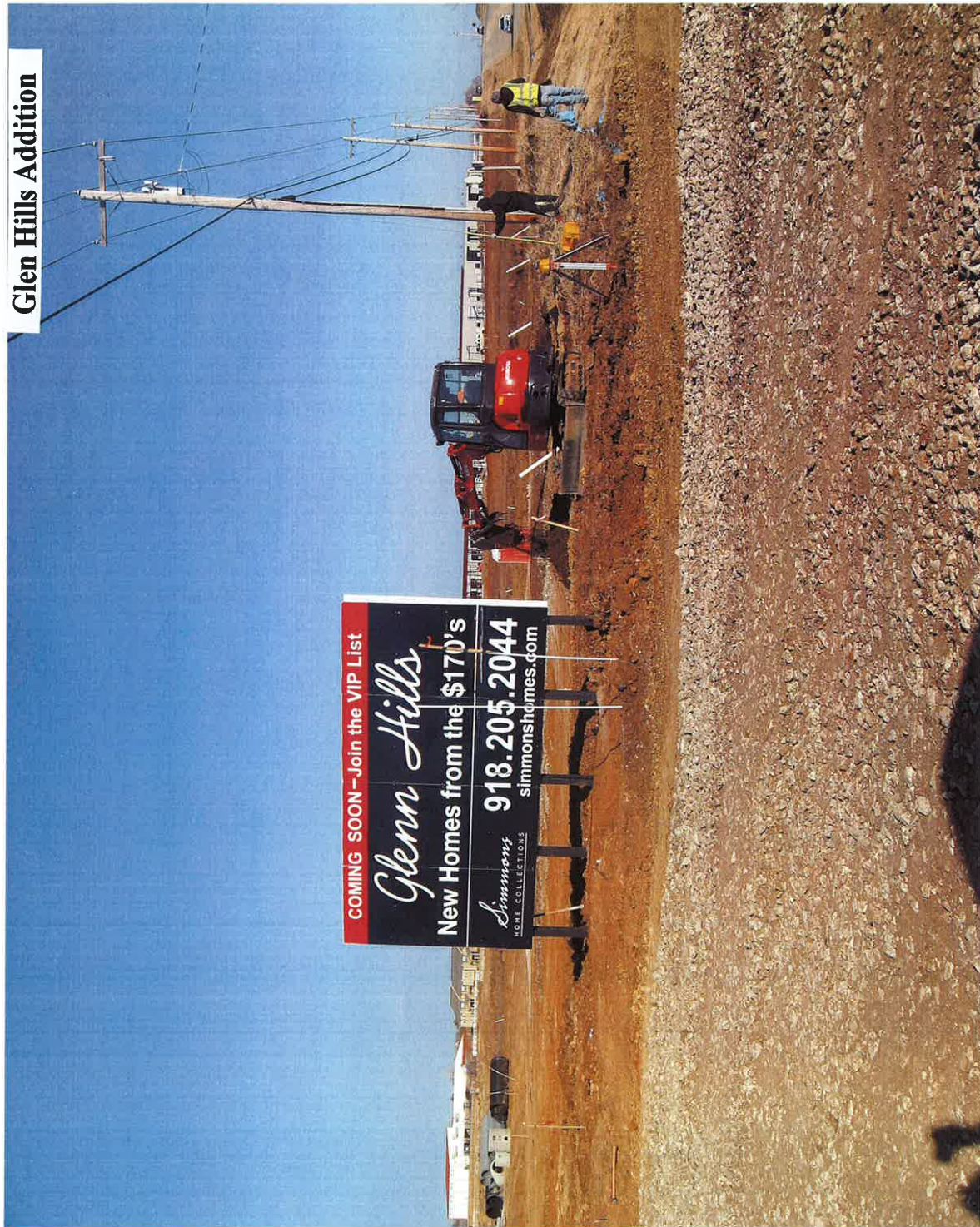
Glenpool Elementary School



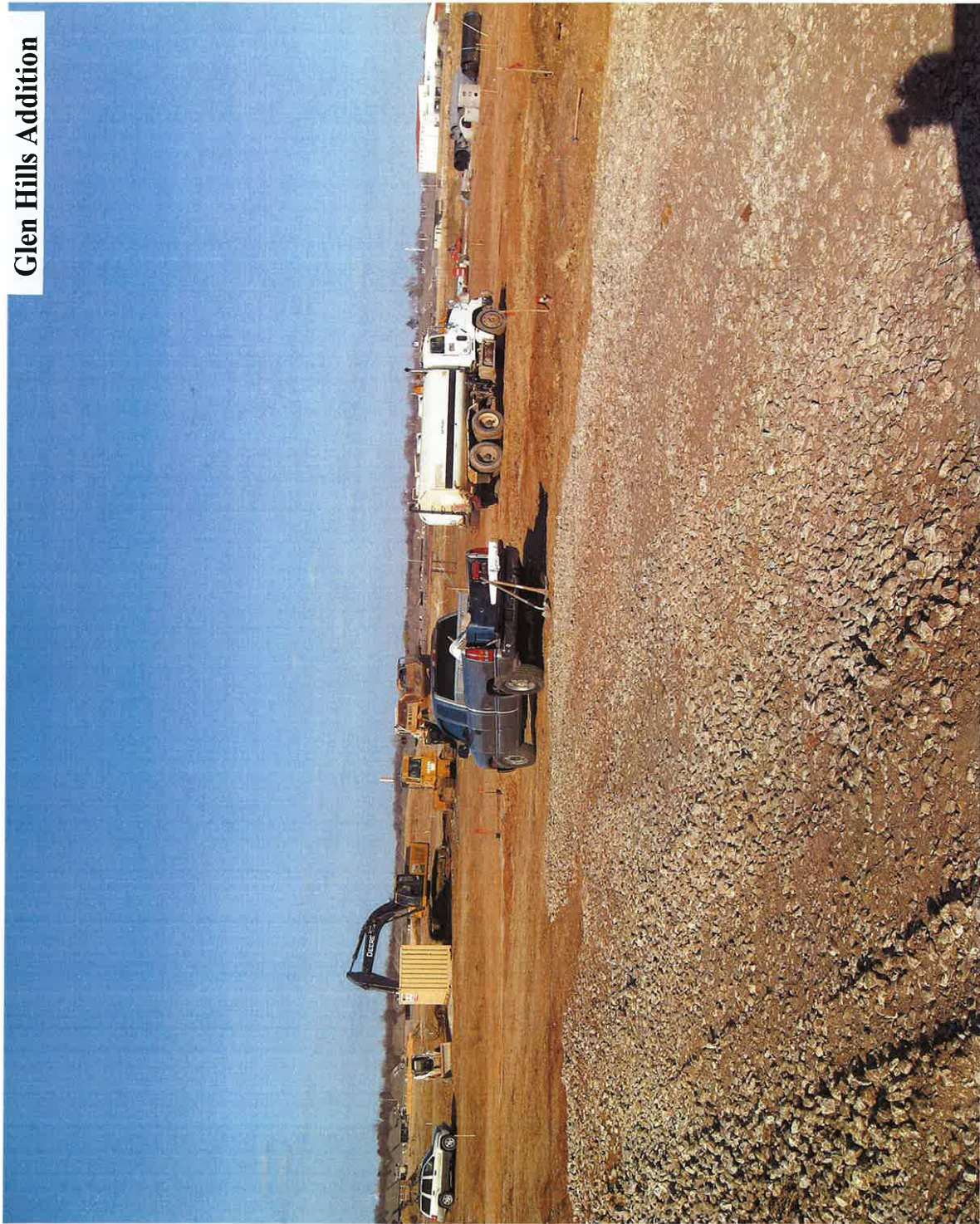


Glenpool Elementary School

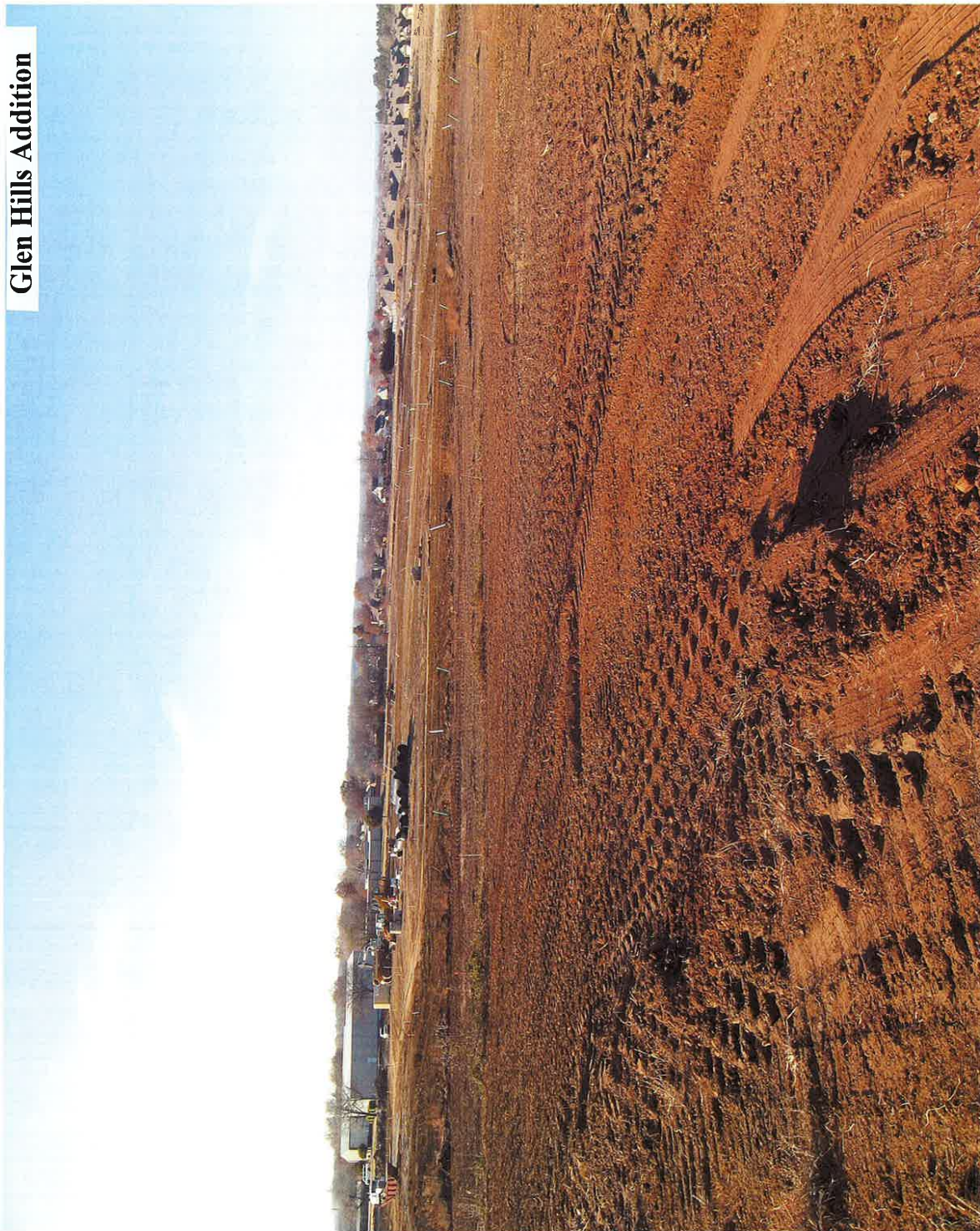
Glen Hills Addition



Glen Hills Addition









Treasurer's Report October 31st, 2018

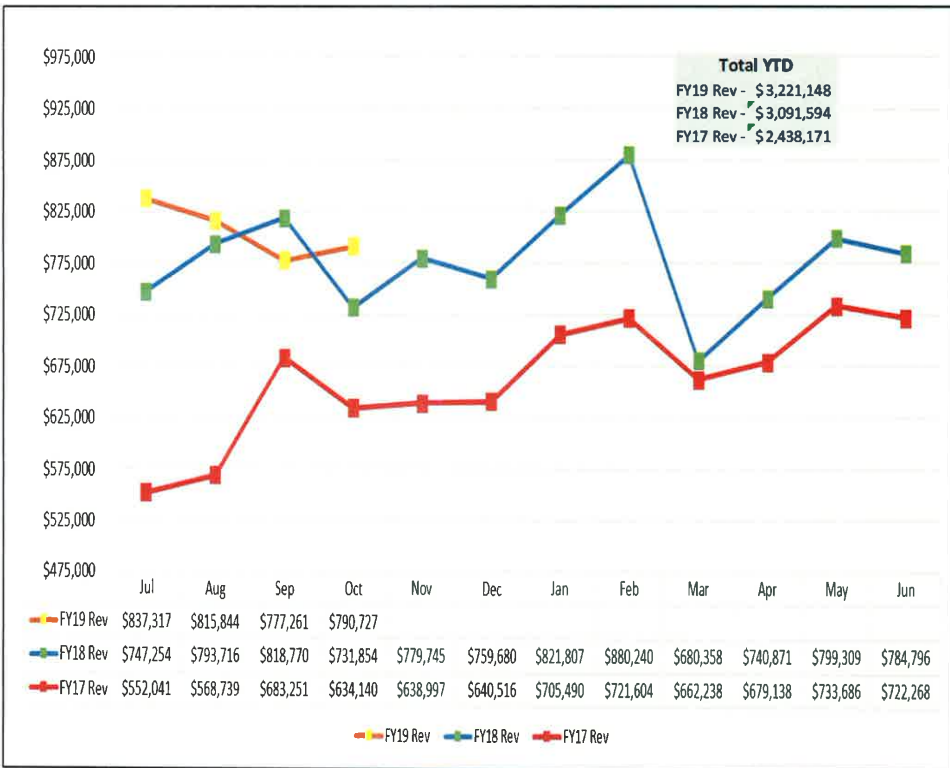
FUND	REVENUES AS OF 10/31/18			EXPENDITURES AS OF 10/31/2018		
	FY18 BUDGET	FY18 ACTUAL YTD	Target 33.33%	FY18 BUDGET	FY18 ACTUAL	Target 33.33%
GENERAL FUND	\$ 11,515,031	\$ 4,553,878	40%	\$ 11,515,031	\$ 3,366,907	29%
GUSA	\$ 9,156,789	\$ 3,068,220	34%	\$ 9,156,789	\$ 1,854,721	20%
PARKS & RECREATION	\$ 10,000	\$ 1,575	16%	\$ 10,000	\$ -	0%
HOTEL MOTEL TAX	\$ 200,000	\$ 75,926	38%	\$ 200,000	\$ 34,000	17%
GIA	\$ 512,882	\$ 139,814	27%	\$ 512,882	\$ 84,897	17%
STREETS & INFRASTRUCTURE	\$ 1,040,617	\$ 193,318	19%	\$ 1,040,617	\$ 26,122	3%
PUBLIC SAFETY CAPITAL	\$ 1,712,548	\$ 173,273	10%	\$ 1,712,548	\$ 157,456	9%
PUBLIC SAFETY PERSONNEL	\$ 1,173,303	\$ 366,252	31%	\$ 1,173,303	\$ 283,524	24%
TOTAL	\$ 25,321,170	\$ 8,572,257		\$ 25,321,170	\$ 5,807,627	

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF OCTOBER 2018
4TH MONTH IN
FISCAL YEAR 2018-
2019 OR 33.33%
COMPLETED AS OF
OCTOBER 31ST, 2018

City of Glenpool General Fund Revenues as of OCTOBER 31ST, 2018

23.6% INCREASE COMPARED TO PREVIOUS YTD

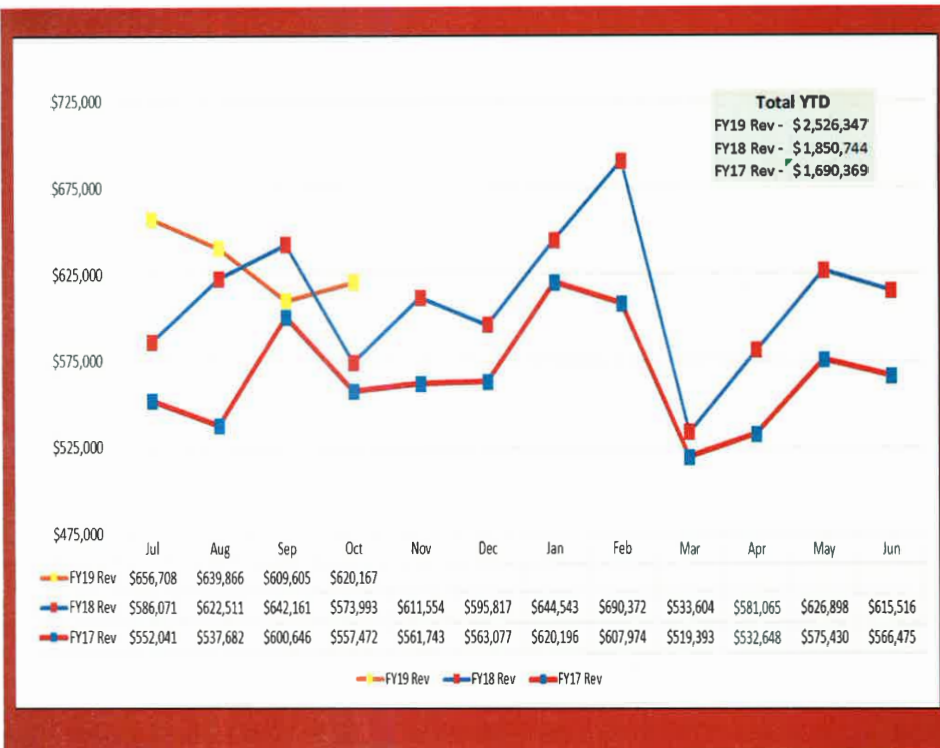




City of Glenpool Sales Tax Revenues - All Funds as of OCTOBER 31ST, 2018

- ▶ 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

4.2% INCREASE COMPARED TO PREVIOUS YTD



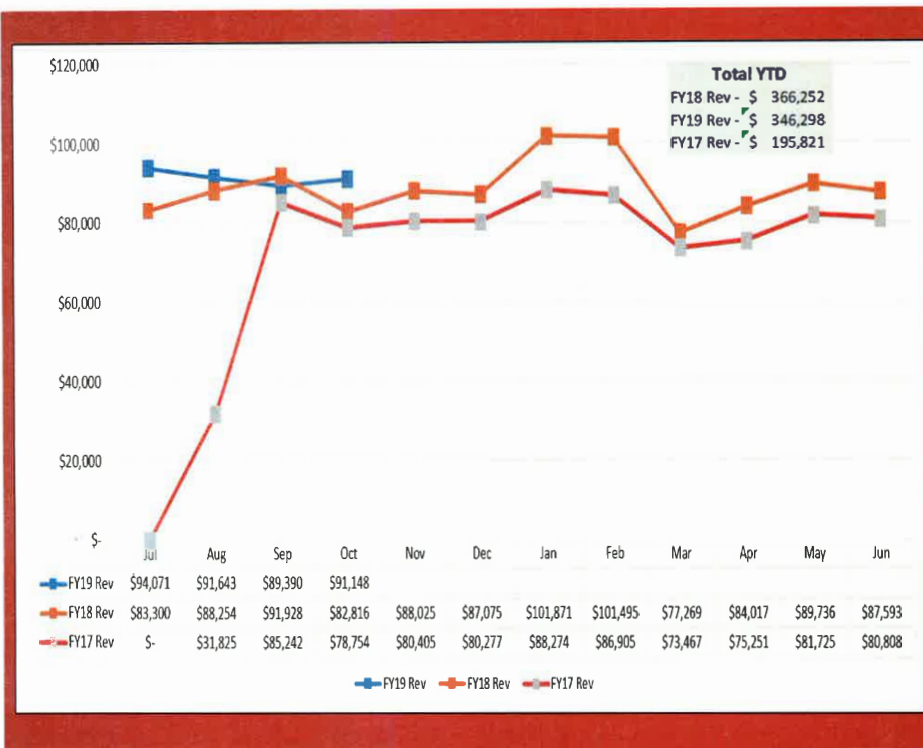
City of Glenpool Sales Tax Revenues - General Fund as of OCTOBER 31ST, 2018

36.5% INCREASE
COMPARED TO
PREVIOUS YTD



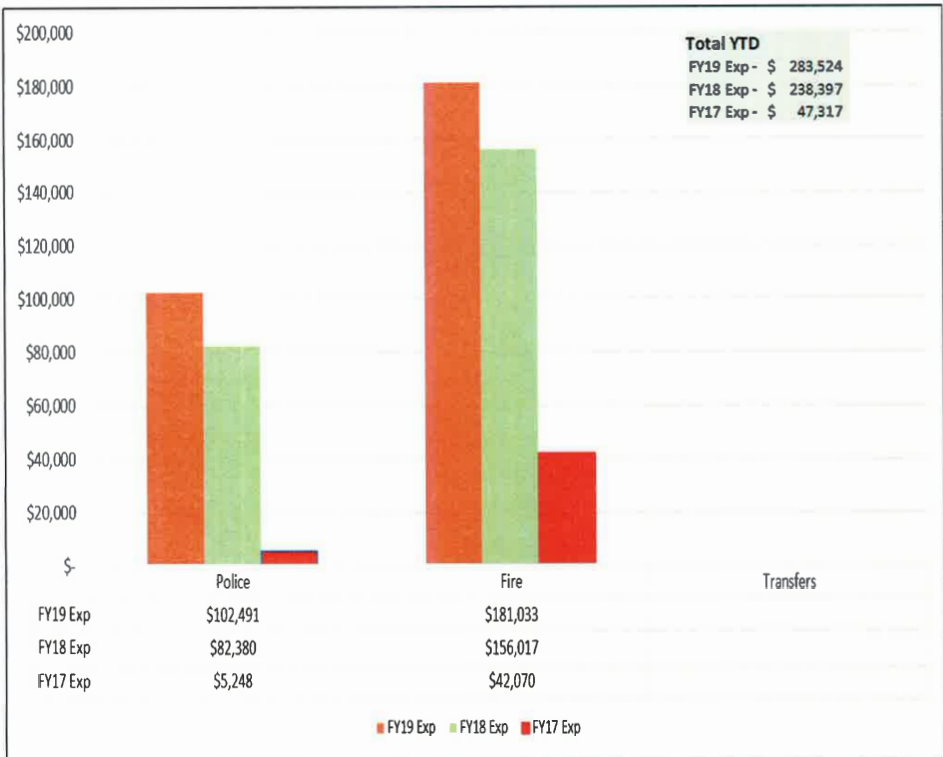
City of Glenpool General Fund Expenditures as of OCTOBER 31ST, 2018

- ▶ 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



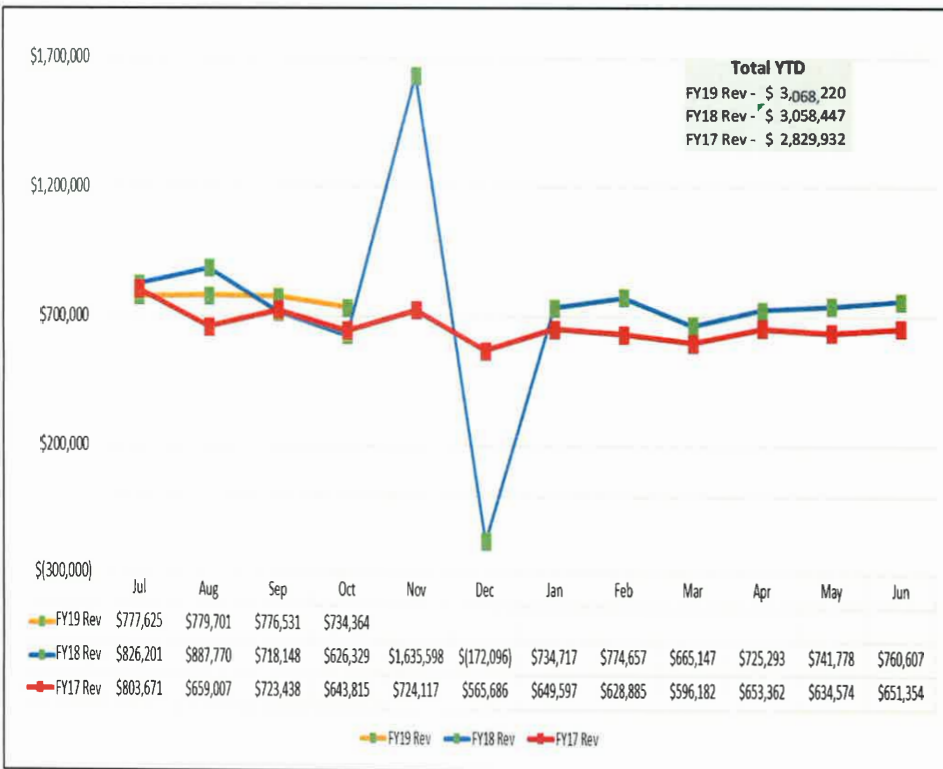
Public Safety Personnel Fund Revenues as of OCTOBER 31ST, 2018

- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August, 2016)
- ▶ 6% INCREASE COMPARED TO PREVIOUS YTD



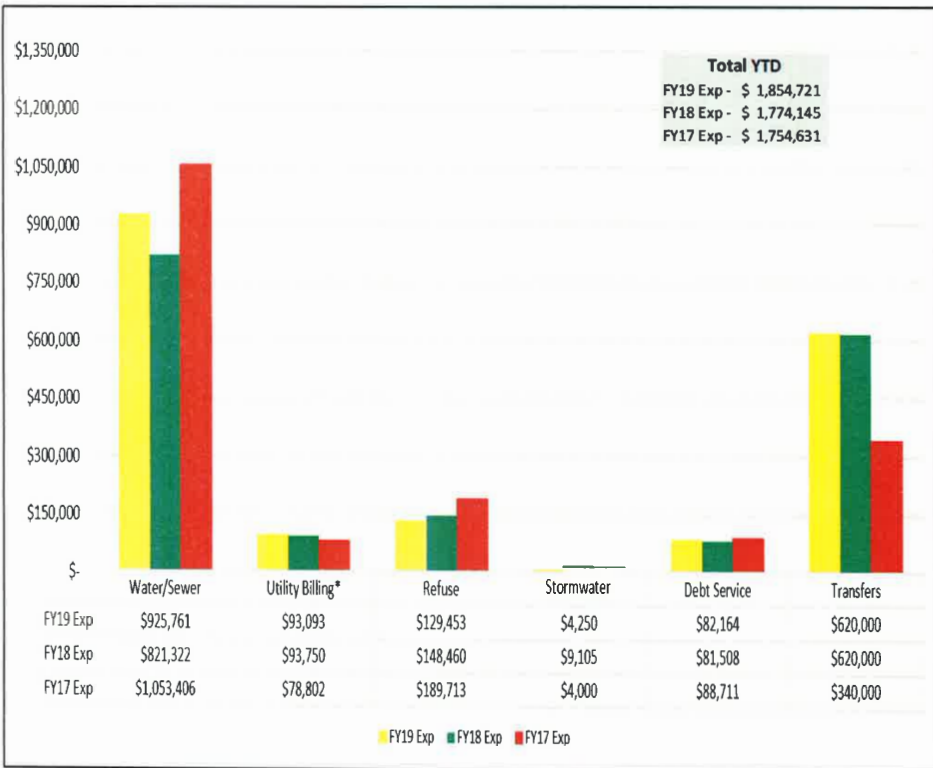
Public Safety Personnel Fund Expenditures as of OCTOBER 31ST, 2018

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

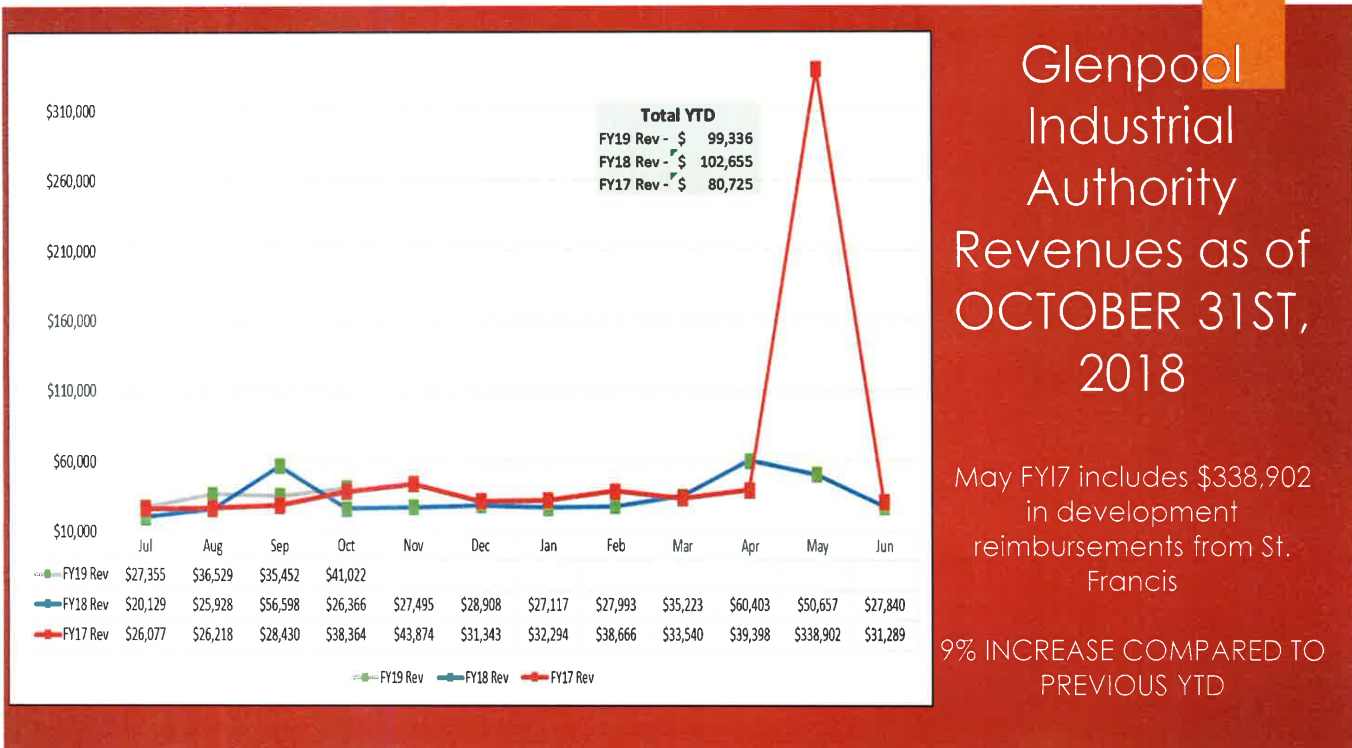


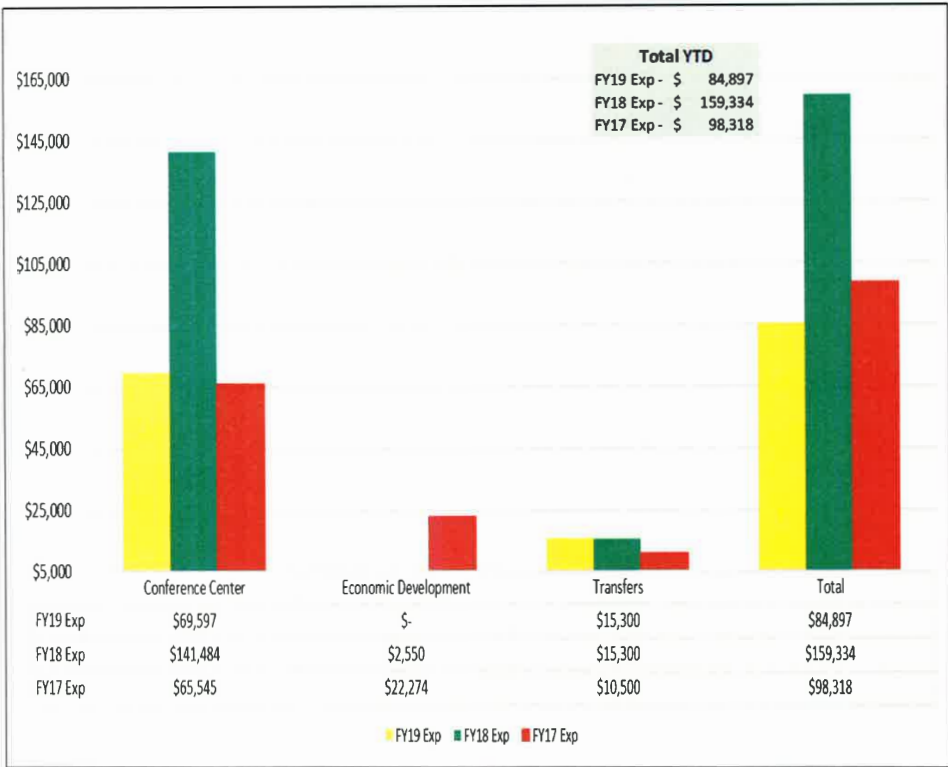
Glenpool Utility
 Services
 Authority
 Revenues as of
 OCTOBER 31ST,
 2018

0.3% INCREASE
 COMPARED TO
 PREVIOUS YTD



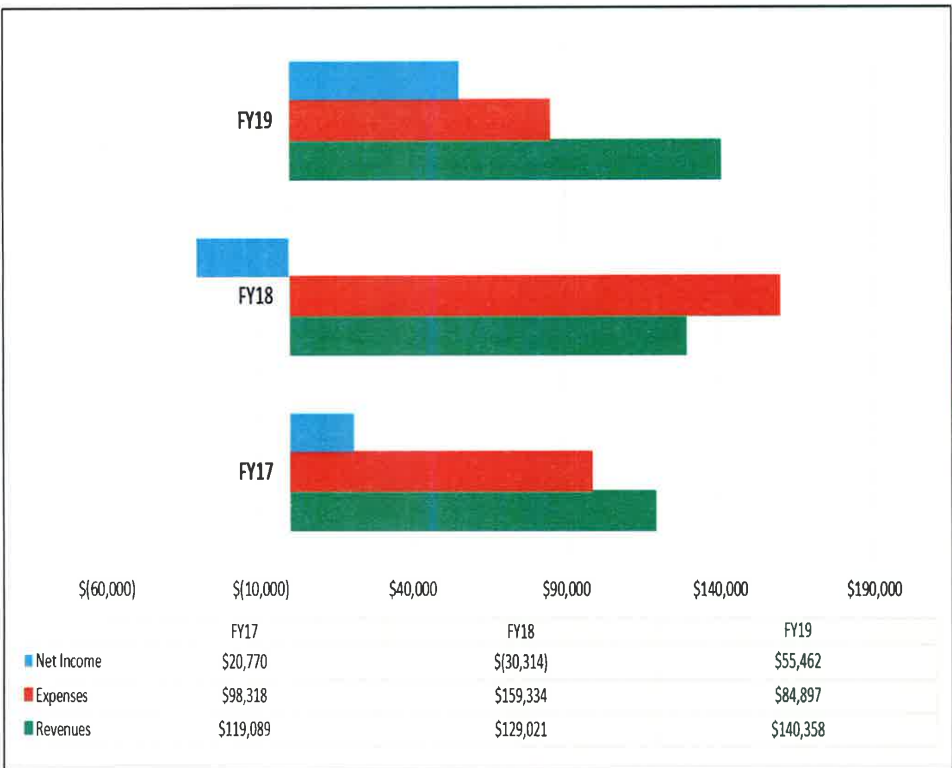
Glenpool Utility Services Authority Expenses as of OCTOBER 31ST, 2018





Glenpool
Industrial
Authority
Expenses as of
OCTOBER 31ST,
2018

Glenpool Industrial Authority Net Income as of OCTOBER 31ST, 2018



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		
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	108,000	
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	NS	132,500	-	132,500	-	
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	9,135	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,024,419	

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	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	797,482	
Firefighter Air packs	C	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 35,079	\$10,583,079	\$ 2,784,044	
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,558,462	

Proposition 3 (0.55%) 52

Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	C					
NS= Project not yet started, IP= Project in progress, C= Project is complete						

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Erik Enyart, AICP, Tanner Consulting, LLC, planning consultant to the City of Glenpool
DATE: November 30, 2018
RE: **SUP#2018-01:** Request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, requesting a Specific Use Permit (SUP) for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district on the following described property:

LOT 2, BLOCK 1, SOUTHWEST CROSSROADS SECTION 2, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

General Location: 12106 S. Waco Ave.

BACKGROUND

The Planning Commission Continued the Public Hearing and consideration of this application from the September 10, 2018 Planning Commission meeting, as recommended by Staff to allow the Applicant to file applications for Variance from certain Zoning Code restrictions which the proposed sign will not comply with, and to allow for the receipt in good condition of information as requested by Staff. The Variance requests were submitted and the Board of Adjustment approved them October 08, 2018, subject to a maximum of 200 square feet of display surface area. The Variances were as follows:

- GBOA#458: To allow an LED sign within fewer than 2,400 feet from other outdoor advertising signs.
- GBOA#459: To waive the requirement that the subject property have frontage on a public street.
- GBOA#460: To waive the requirement that the sign may not exceed 180 sq. ft. in its proposed location.

The Planning Commission recommended Conditional Approval of this SUP application at its October 08, 2018 meeting following the Board of Adjustment meeting on the same date. A revised sign exhibit has since been submitted reflecting 200 square feet of display surface area.

As recommended by Staff, at its November 05, 2018 meeting, the City Council Tabled this application due to inconsistent information between the Applicant and Tapp Development, representing the beneficiary of the development's covenants. Staff has advertised a Public Hearing before the City Council for this December 03, 2018 meeting. On November 27, 2018, Staff received an email from Barry Tapp of Tapp Development approving the LED format of the sign and the 200 square feet of display surface area, but imposing a 30' maximum height and certain restrictions regarding timing and manner of copy change; see attached email printout for details. Additional information was received November 29, 2018 which substantially meets the information needed for the Specific Use Permit. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

INTRODUCTION

The subject property is Lot 2, Block 1, *Southwest Crossroads Section 2*, and is zoned CG Commercial General District. A Jiffy Lube and Pat's Car Wash are under construction on the subject property. The Applicant filed applications for sign permits, including for a 49'-tall, freestanding digital/lighted LED ground sign. The LED element

Page 1 of 3

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

requires a Specific Use Permit per Glenpool Zoning Code Ordinance # 746 Section 11-7-5.A.8 in accordance with standards and procedures set forth in Glenpool Zoning Code, Ordinance # 746 Section 11-9-13.

Glenpool Zoning Code Ordinance # 746 Section 11-9-13.A and B provide:

- A. Specific Use Permit (SUP) refers to a permit granted by the City Council within any zoning district of the City where a Specific Use Permit is required, as set out in Chapter 3, Zoning Districts and Map, and subject to any applicable conditions or requirements set out in Chapter 3, Subchapter 3, Specific and Limited Uses. A Specific Use Permit may be granted only after due notice and a City Council public hearing, and following review and recommendations by the City Planner and a public hearing and recommendation to City Council by the Planning Commission.
- B. This Title requires a Specific Use Permit to authorize certain uses which, because of the nature and characteristics of those uses, may potentially have adverse impacts on surrounding properties. The SUP process allows the City to evaluate the merits of each proposed specific use on the basis of its particular location and context and a site plan, to ensure that the specific use, if authorized, will be operated in a manner that is compatible with the surrounding uses.

Due to the anticipated limited interest and the scheduled TAC meeting date falling on the Friday before the Labor Day weekend, Staff issued a request for comments to the Technical Advisory Committee (TAC), in lieu of a meeting. The Fire Department, OG+E, and AT&T responded but had no comment. No other comments were received.

Surrounding properties are all zoned CG in the Southwest Crossroads and Montapp subdivisions. Montapp is partially built-out and Southwest Crossroads (which includes the subject property) is almost completely built-out with various commercial and nonresidential uses. The subject property has no street frontage but is accessed via mutual access drives connecting to W. 121st St. S., S. Vancouver Ave., and S. Waco Ave., which drives are located in part of Lot 1, Block 1, *Southwest Crossroads Section 2*. The sign is proposed to be located within the property, but behind the *Utica Park Clinic*; *QuikTrip* is also in front to the northeast. The relatively tall height of the proposed sign (49' per the initial application) was understood to compensate for the location of the subject property in relation to 121st St. S. and the buildings between it and the street. The initially-proposed height, 49', falls within the maximum allowed by the Zoning Code and the new 30' height proposed complies as well. The site enjoys a natural height advantage with respect to 121st St. S. directly to the north and with respect to the two (2) businesses in front of it.

For the sake of reference and not precedent, as each application is weighed on its own merits and is location-specific, the latest LED sign approved was for *Crystal Pools* at 12301 Casper St., zoned CG. The Glenpool Board of Adjustment approved GBOA-456 November 13, 2017 for a 20'-tall, 9' 7" X 5' 5" (52 square feet) LED sign. Previously approved by Special Exception, such LED signs are now subject to the Specific Use Permit of Glenpool Zoning Code Ordinance # 746 adopted November 14, 2017.

CRITERIA AND FINDINGS

The proposed sign meets most of the required bulk and area standards and the location and separation standards of Zoning Code Section 11-7-5.A.8. Certain exceptions were approved for Variance under applications GBOA#458, GBOA#459, and GBOA#460, all of which the Board of Adjustment approved October 08, 2018.

RECOMMENDATION

Staff and the Planning Commission concur in recommending approval. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

Page 2 of 3

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Specific Use Permit application
4. SUP application site plan
5. SUP application sign elevation/exhibit
6. Developer approval email
7. Copy of plat of Southwest Crossroads Section 2

Page 3 of 3



Regular Meeting - 03 Dec 2018 Minutes Attachment



City Staff to complete this section

Case Number: 548 2018-01

Dev. Number: _____

APPLICATION FOR SPECIFIC USE PERMIT

Date of application: 7/9/18

- ☐ Please see attached application guidelines.
- ☐ All plans and surveys must be drawn to scale and noted on plans.
- ☐ All documents larger than 8-1/2" x 11" must be folded to that size. Please submit one paper copy and one electronic copy in PDF format.
- ☐ The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner must be submitted.
- ☐ A pre-application meeting with City Staff is required prior to the submittal of this application. Your written notes of this meeting must be submitted with this application. Date of pre-application meeting: _____

Project Name: Jeffy Lube

Proposed use: _____

Name of Applicant (Print): Jerome James GSS Phone: 918-827-6561
Person (please print) Firm (if applicable)

Address: 17424 S Union Ave Mounds OK Zip Code: 74047
City/State

Email: JOBS@GLOBAL SIG SOLUTIONS.COM FAX: 918-827-6588

Property Owner: Greta Moore Phone: 918-269-1610
Person (please print)

Property Owner's Address: 7712 E 118th St S Zip Code: 74008
City/State

Email: MAJIFFY@SBCGLOBAL.NET FAX: 918-364-1925

County: Town Quarter Section: N514 Section/Township/Range: _____

County Parcel Number: _____ Acreage: _____ No. of lots: _____

Legal Description of the Tract (May be attached): _____

Any private deed/plat restrictions on this property, which might impact building setback, height, or use? ☐ Yes ☒ No

Street Address: _____

Present Zoning/Use: C6 Related case numbers: _____

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I/WE HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

Regular Meeting - 03 Dec 2018 Minutes Attachment



City Staff to complete this section

Case Number: _____

Dev. Number: _____

SIGNATURE OF APPLICANT: [Signature] (Person) Date: 6/12/18

(Please type or print name of applicant who signed this application): _____

SIGNATURE OF PROPERTY OWNER: [Signature] (Person) Date: 6/11/18

(Please type or print name of owner who signed this application): _____

DO NOT WRITE BELOW THIS LINE

Date Rec'd 7/19/18 Received By: [Signature] Fee: _____ P.H. date: _____

SITE PLAN

Cabinet dimensions:

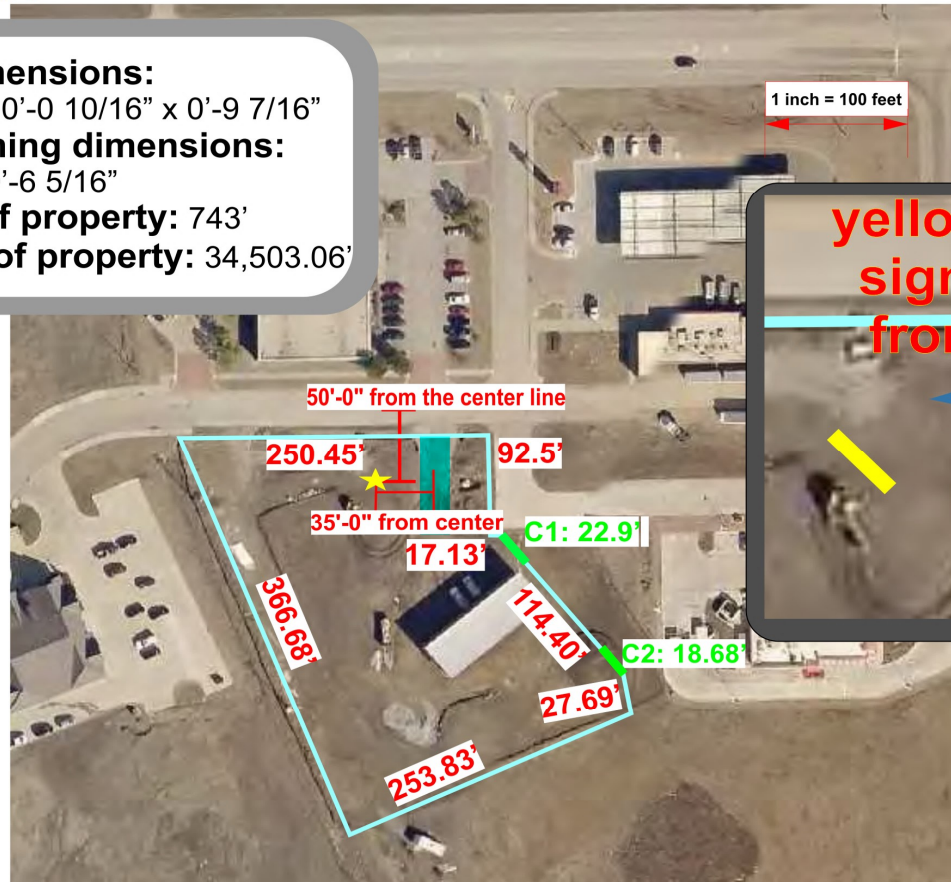
10'-3 7/16" x 20'-0 10/16" x 0'-9 7/16"

Visual Opening dimensions:

9'-9 3/16" x 19'-6 5/16"

Perimeter of property: 743'

Square FT. of property: 34,503.06'



yellow denotes
sign location
from above*

*enlarged thickness
for visibility



17424 S. UNION AVE.
MOUNDS, OK. 74047

Drawing #:

2K180924-1242

Client:

Pat's Express

Date:

Sep 24, 2018

Sales Rep:

Salesman

Scope of work:

Address:

Drawn By: ALLY C.

Final Drawing
Approved By:

Date:

Phone: 918.827.6561

FAX: 918.827.6588

This Design is submitted confidentially and is not to be shown or described to others nor reproduced in whole or part without our written permission ©

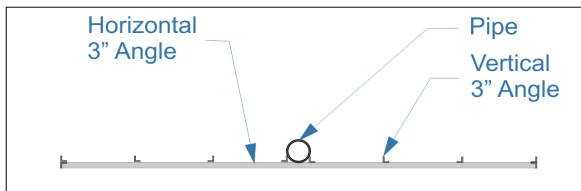
Regular Meeting - 03 Dec 2018 Minutes Attachment

**Permit
206.025 Sq ft.**



3" Angle Iron Frame

**Visual opening:
190.67' Sq FT.**



918.827.6561
17424 S. UNION AVE.
MOUNDS, OK. 74047
www.globalsignsolutions.com

Drwg#: 2K171003-1230 Date: Oct. 3, 2017
Address: NA Sales Rep: Jerome
City, State: Glenpool, OK Customer: Pats Car Wash

Job Details: Manufacture and install illustrated 1-sided pole sign.

Regular Meeting - 03 Dec 2018 Minutes Attachment

From: Barry Tapp <Barry@tappcompanies.com>
Sent: Tuesday, November 27, 2018 4:49 PM
To: Business
Cc: Erik Enyart
Subject: Re: Pat's Express Carwash SUP#2018-01 LED sign

— Greg, as per our recent emails, we have approved your request for the installation of your LED sign announcing the new carwash at Southwest Crossroads in Glenpool. The sign is approved at approximately 200sf, and shall be a maximum of 30 feet high. While it is an LED sign, the display will not move or change, or flash. We understand you may periodically make changes to prices, etc. Please pass this approval letter on to the appropriate authorities in time for their upcoming meeting. If you need further clarification or information just let me know.
Thanks.
Barry

Barry@tappcompanies.com
Office: 405-752-7522 X4
Cell: 405-203-2450

From: Business <inajiffy@sbcglobal.net>
Date: Tuesday, November 27, 2018 at 4:11 PM
To: "F. Barry Tapp" <Barry@tappcompanies.com>
Subject: Pat's Express Carwash SUP#2018-01 LED sign

Mr. Tapp,

I hope you and family had a wonderful Thanksgiving.
Pat asked me to send you Erik's email address. = eenyart@tannerbaitshop.com
His other contact information is below as well. Thank you for your assistance.

Greg

----- Forwarded message -----
From: Erik Enyart <eenyart@tannerbaitshop.com>
Date: Nov 26, 2018 10:24 AM
Subject: SUP#2018-01 LED sign
To: "Pat Moore (inajiffy@sbcglobal.net)" <inajiffy@sbcglobal.net>
Cc: Jerome Janet <jerome@globalsignsolutions.com>, Lynn Burrow <lburrow@cityofglenpool.com>

Regular Meeting - 03 Dec 2018 Minutes Attachment

Hi Pat:

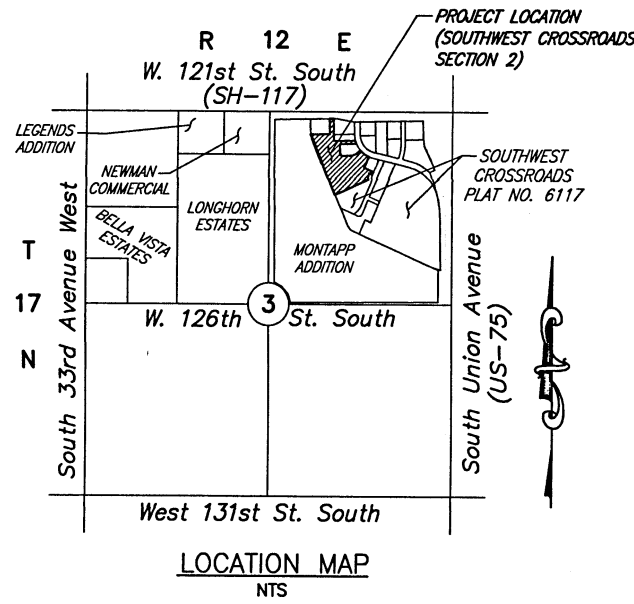
The City Clerk will need all information by noon Wednesday for the 12/03/2018 City Council agenda. This will be the only meeting in December. Please advise the status of developer approval of the LED sign.

Erik Enyart, AICP, CFM

918.745.9929 Office

www.tannerbaitshop.com





CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117
AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

LEGAL DESCRIPTION OF SOUTHWEST CROSSROADS SECTION 2:

A TRACT OF LAND BEING A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6117, ALSO LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF SAID SOUTHWEST CROSSROADS ADDITION; THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID LOT 3, THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 01°15'17" EAST A DISTANCE OF 92.45 FEET;
2. SOUTH 03°26'10" EAST A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING;
3. NORTH 88°54'43" EAST A DISTANCE OF 274.32 FEET;
4. NORTH 01°05'17" WEST A DISTANCE OF 208.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 117 (S. 121ST STREET SOUTH);

THENCE NORTH 88°54'43" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE SOUTH 01°05'17" EAST, ALONG THE WEST LINE OF SAID LOT 4 AND SAID LINE EXTENDED, A DISTANCE OF 300.83 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 307.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. WACO AVENUE AS ESTABLISHED BY THE PLAT OF SAID SOUTHWEST CROSSROADS ADDITION AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 19°17'29" EAST A CHORD DISTANCE OF 47.38 FEET) AN ARC LENGTH OF 47.41 FEET;

THENCE SOUTH 88°54'43" WEST A DISTANCE OF 273.31 FEET;

THENCE SOUTH 01°05'17" EAST A DISTANCE OF 123.43 FEET;

THENCE SOUTH 23°41'58" EAST A DISTANCE OF 43.84 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 160.00 FEET;

THENCE NORTH 66°18'06" EAST A DISTANCE OF 76.70 FEET;

THENCE NORTH 48°06'14" EAST A DISTANCE OF 62.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID S. WACO AVENUE AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 50°08'37" EAST A CHORD DISTANCE OF 155.46 FEET) AN ARC LENGTH OF 156.83 FEET TO THE NORTHWEST CORNER OF LOT 2B, BLOCK 1, SOUTHWEST CROSSROADS ADDITION AS CREATED BY THAT SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2012049473;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2B THE FOLLOWING TWO (2) COURSES;

1. SOUTH 23°44'21" WEST A DISTANCE OF 163.47 FEET;
2. SOUTH 66°15'39" EAST A DISTANCE OF 147.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. VANCOUVER AVENUE AS ESTABLISHED BY DOCUMENT NO. 201026807;
- THENCE SOUTH 23°44'21" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.53 FEET;
- THENCE NORTH 66°15'39" WEST A DISTANCE OF 50.00 FEET;
- THENCE SOUTH 23°44'21" WEST A DISTANCE OF 4.38 FEET;
- THENCE SOUTH 13°43'17" WEST A DISTANCE OF 87.77 FEET;

THENCE SOUTH 66°19'21" WEST A DISTANCE OF 517.11 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES;

1. NORTH 23°41'55" WEST A DISTANCE OF 319.69 FEET;
2. NORTH 23°25'40" WEST A DISTANCE OF 330.56 FEET;
3. NORTH 22°47'11" WEST A DISTANCE OF 251.10 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 397,389 SQUARE FEET OR 9.1228 ACRES, MORE OR LESS.

OWNER'S CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, GLENTAPP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF SOUTHWEST CROSSROADS SECTION 2, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT.

WE FURTHER CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITIES WHO HAVE ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED PLAT, AND WE DO HEREBY DEDICATE ALL STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT TO THE USE OF THE PUBLIC FOREVER.

WE FURTHER HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREETS AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED HAVE BEEN SUBMITTED AND ACCEPTED.

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

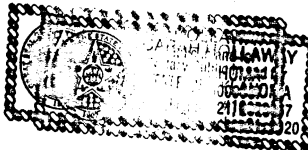
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: *[Signature]*
NAME: *[Name]*
TITLE: *[Title]*

ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

I, *[Name]*, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS *[Date]* DAY OF *[Month]*, 2017 DO HEREBY CERTIFY THAT *[Name]* PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT OF HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: *[Signature]*
My Commission Expires: *[Date]*



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$19,590.00 per trust receipt no. 14811 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes, but is given in order that this plat may be recorded. 2017 taxes may exceed the amount of the security deposit.

Dated: 03/09/2017
Dennis Semler
Tulsa County Treasurer
By: *[Signature]*
Deputy

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT ALL TAXES HAVE BEEN PAID FOR 2016 AS REFLECTED BY THE CURRENT PAYROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 2017 TAXES NOT AS YET CERTIFIED TO ME.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, THIS *[Date]* DAY OF *[Month]*, 2017. BOOK *[Page]* PAGE *[Page]*.

COUNTY CLERK

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON *[Date]*

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

CITY COUNCIL APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON *[Date]*

MAYOR OR VICE MAYOR

CITY MANAGER APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER ON *[Date]*

CITY MANAGER

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

SURVEYOR'S CERTIFICATE

I, RANDALL A. MANSFIELD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE CONDITIONAL FINAL PLAT OF SOUTHWEST CROSSROADS SECTION 2, A REPLAT OF A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE *[Date]* DAY OF *[Month]*, 2017, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

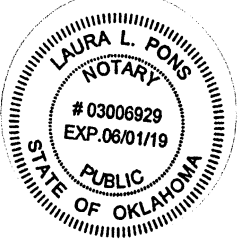
Signed: *[Signature]*
RANDALL A. MANSFIELD, PROFESSIONAL SURVEYOR 1613

ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS *[Date]* DAY OF *[Month]*, 2017 PERSONALLY APPEARED RANDALL A. MANSFIELD, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH. IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: *[Signature]*
Notary Public

My Commission Expires *[Date]*



PREPARED FOR:

OWNER:
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 748-9924

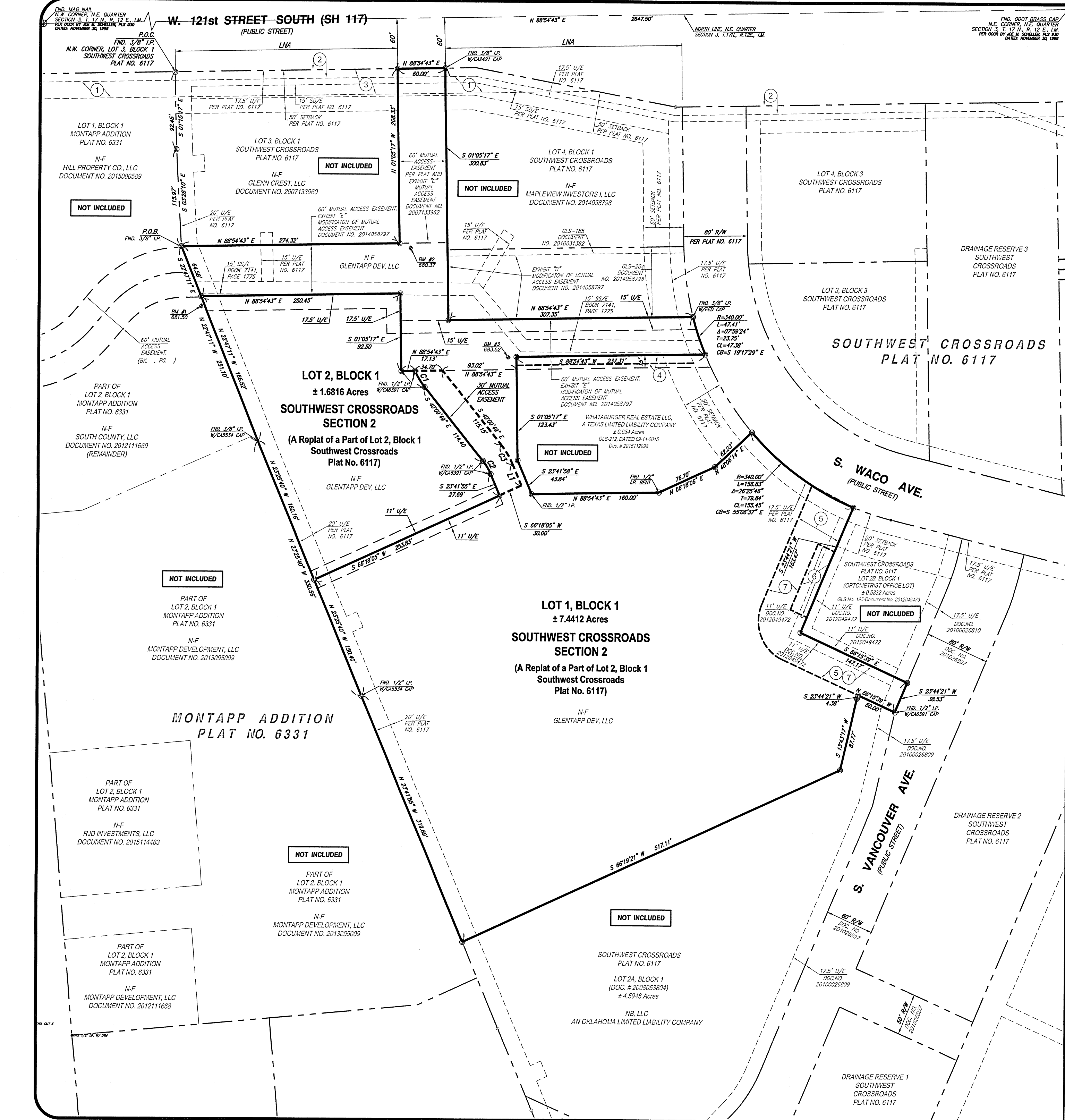
SURVEYOR:
DOUGSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 464, EXPIRES 6/30/2017

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 1 OF 3

SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smc-engineers.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017
PROJECT NO.: 4821.00 DATE: 02/02/2017

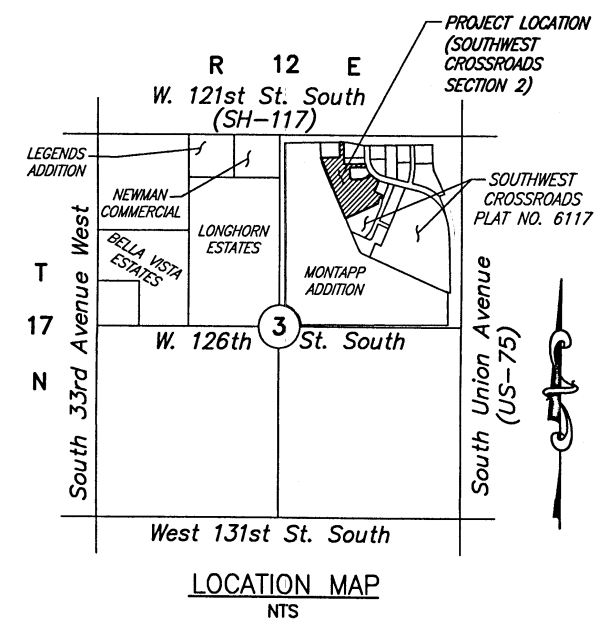
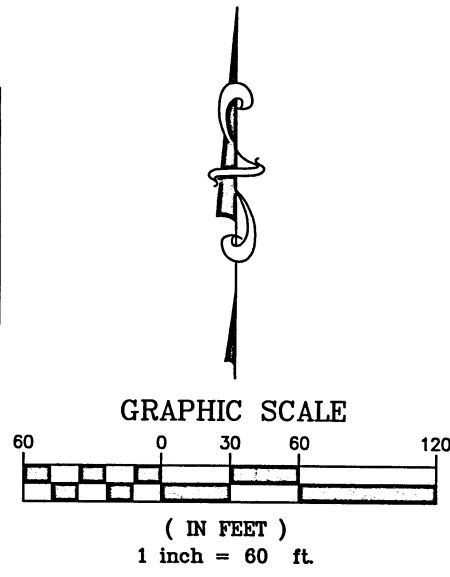




CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

ZONING DATA	
DISTRICT:	CS - COMMERCIAL
MINIMUM YARD REQUIREMENTS	
FRONT:	50'
SIDE:	0'
REAR:	0'



BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	681.50	ELEVATION	680.37
MONUMENT	CUT "X"	MONUMENT	CUT "X"
LOCATION	ON TOP OF HEADWALL, SOUTHWEST CORNER OF NORTHWEST PROPERTY CORNER	LOCATION	ON CORNER OF SIDEWALK RAMP, NORTH OF NORTHEAST PROPERTY CORNER

BENCHMARK - BM 3	
ELEVATION	683.52
MONUMENT	CUT "X"
LOCATION	ON TOP OF CURB AT WEST P.C. OF NORTHWEST WHATABURGER ENTRANCE

EASEMENTS BY SEPARATE INSTRUMENTS	
1. HIGHWAY EASEMENT BOOK 5186, PAGE 1363	5. EXHIBIT B, TRACT 1 EASEMENT AGREEMENT DOC. NO. 20102049476
2. AS MODIFIED BY PARTIAL RELEASE BOOK 6562, PAGE 458	6. MUTUAL PARKING AREA EASEMENT AGREEMENT DOC. NO. 20102049476
3. BOOK 5186, PAGE 1363	7. MUTUAL ACCESS AREA EASEMENT AGREEMENT DOC. NO. 20102049476
4. 10' DE-AC EASEMENT DOC. NO. 20102049476	

SOUTHWEST CROSSROADS SECTION 2 LOT SUMMARY TABLE	
BLOCK 1, LOT 1	7.4412 ACRES
BLOCK 1, LOT 2	1.6816 ACRES
TOTAL:	9.1228 ACRES

Line Table		
Line #	Direction	Length
L1	S 23°41'55" E	27.69'

Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	85.00'	22.90'	152°08'	11.52'	S 32°26'48" E
C2	65.00'	18.68'	162°7'39"	9.40'	S 31°55'52" E
C3	95.00'	27.29'	162°7'39"	13.74'	S 31°55'52" E

PREPARED FOR:

OWNER:
GLENPOOL DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DOUGLAS-THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 466, EXPIRES 6/30/2017

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcok.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017
PROJECT NO.: 4821.00 DATE: 02/02/2017

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 2 OF 3

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

SECTION I. EASEMENTS, UTILITIES AND SITE PLAN APPROVAL

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "1/2" OR "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT (THE "PLAT") OF SOUTHWEST CROSSROADS SECTION 2 ADDITION (THE "SUBDIVISION") FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, UPON, OVER, UNDER, ACROSS AND ALONG SUCH UTILITY EASEMENTS TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING UPON, OVER, UNDER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED FRANCHISED UTILITY SERVICES, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND UTILITY SERVICES

1. THROUGHOUT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENT DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH UTILITY EASEMENTS.

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

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE FRANCHISED SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

G. GAS SERVICE

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

2. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SUCH FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTOR.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

D. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS

1. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THOSE PORTIONS OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS IN THIS SUBDIVISION LOCATED UPON SUCH RECORD OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS OR SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE RECORD OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, REPAIRS OR MAINTENANCE OF WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENTS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 117 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AWAYED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. STORM WATER DETENTION EASEMENT (RESERVE AREAS 1, 2 AND 3)

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HAS CONSTRUCTED THE DETENTION AND DRAINAGE FACILITIES WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3, AS DEPICTED ON THE RECORDED PLAT OF THE SOUTHWEST CROSSROADS (PLAT NO. 6117), WHICH ARE NECESSARY TO MEET CITY OF GLENPOOL, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. RESERVE AREAS 1, 2 AND 3 WILL BE MAINTAINED BY A RESPONSIBLE PARTY WHO WILL INITIALLY BE THE OWNER/DEVELOPER (THE "RESPONSIBLE PARTY") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DEED OF DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND SPECIFICATIONS PROVIDED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER DRAINAGE RESERVE AREAS 1, 2 AND 3, NOR SHALL THERE, ANY ALTERATION OF GRADES OR CONTOURS IN SUCH DRAINAGE RESERVE AREAS 1, 2 AND 3 UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN AND IN THE ECR, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS.
- THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.
- CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING DRAINAGE RESERVE AREAS 1, 2 AND 3, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND
- TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

THE MAINTENANCE, REPAIR AND REPLACEMENT SHALL BE PERFORMED BY THE RESPONSIBLE PARTY AS PROVIDED FOR HEREIN AND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659 (THE OWNER OF LOT (1), BLOCK (1), SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, NOT BEING A RESPONSIBLE PARTY), AND THE COST THEREOF ATTRIBUTABLE TO DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE ASSESSED TO THE RECORD OWNERS OF LOTS EXCLUSIVE OF THE RECORD OWNER OF LOT ONE (1).

BLOCK ONE (1) AS SUCH LOT IS IDENTIFIED ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117 IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION AND THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES SITUATED IN DRAINAGE RESERVE AREAS 1, 2 AND 3 IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR THE ECR OR, IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID DRAINAGE RESERVE AREAS 1, 2 AND 3, OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF GLENPOOL, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE INVOLVING DRAINAGE RESERVE AREAS 1, 2 AND 3 AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF GLENPOOL, THEN THE CITY OF GLENPOOL, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER DRAINAGE RESERVE AREAS 1, 2, AND 3 AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREOF, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY WHICH MAY COLLECT SUCH COSTS FROM THE RECORD OWNERS OF LOTS WITHIN THE SUBDIVISION, EXCLUDING THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, ON A PRO RATA BASIS BASED ON THE SQUARE FOOTAGE OF THE LAND COMPRISING EACH LOT AS COMPARED TO THE TOTAL SQUARE FOOTAGE OF ALL OF THE LOTS SITUATED IN THE SUBDIVISION, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, AS MORE FULLY DESCRIBED IN THE ECR. IN THE EVENT, THE RESPONSIBLE PARTY, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREOF, THE CITY OF GLENPOOL, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE DRAINAGE RESERVE AREAS 1, 2 AND 3 AND THE RESPONSIBLE PARTY OTHER THAN LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL FURTHER BE ENFORCEABLE AS PROVIDED IN THE ECR, BY THE RECORD OWNERS OF LOTS OF THIS SUBDIVISION AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

I. MUTUAL ACCESS EASEMENTS WITHIN SOUTHWEST CROSSROADS SUBDIVISION

1. MUTUAL ACCESS EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AND DESIGNATED AS "M.A.E." ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION ADJOINING SUCH MUTUAL ACCESS EASEMENTS AND ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF EACH AFFECTED LOT, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INWITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH MUTUAL ACCESS EASEMENTS AS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

2. THE RECORD OWNER OF EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THAT AREA OF THEIR LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." IN GOOD CONDITION.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, OVER OR ACROSS THAT PORTION OF A LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." THAT WOULD INTERFERE WITH THE FREE FLOW OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON, OVER AND ACROSS SUCH "M.A.E." AREA.

4. IN THE EVENT THE RECORD OWNER OF A LOT SHOULD FAIL TO PROPERLY MAINTAIN, REPAIR AND/OR REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THE "M.A.E." SITUATED ON THEIR LOT IN GOOD CONDITION OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SAID "M.A.E." AREAS, THE RESPONSIBLE PARTY AS DEFINED ABOVE MAY AS PROVIDED FOR HEREIN AND IN THE ECR ENTER SAID "M.A.E." AREA ON SUCH RECORD OWNER'S LOT AND PERFORM SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS NECESSARY, OR REMOVE SUCH OBSTRUCTION AND THE COSTS OF THEREOF SHALL BE ASSESSED TO SUCH RECORD OWNER.

5. IN THE EVENT THE RECORD OWNER OF A LOT FAILS TO PAY ITS ASSESSMENT FOR THE COSTS OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OR REMOVAL OF SUCH OBSTRUCTION RELATED TO AN "M.A.E." WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT FOR SUCH ASSESSMENTS, SUCH ASSESSMENT TOGETHER WITH INTEREST THEREON, COSTS, AND REASONABLE ATTORNEY FEES FOR THE COLLECTION THEREOF SHALL BE A CONTINUING LIEN ON SUCH RECORD OWNER'S LOT AND THE PERSONAL OBLIGATION OF THE RECORD OWNER OF SUCH LOT AT THE TIME OF SUCH ASSESSMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE AS PROVIDED FOR HEREIN AND BY THE RECORD OWNER OF ANY LOT WITHIN THE SUBDIVISION, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF A LOT, OR ANY PORTION THEREOF, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

J. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATION, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

K. SITE PLAN APPROVAL

PRIOR TO ISSUANCE OF A BUILDING OR OCCUPANCY PERMIT FOR ANY LOT(S) WITHIN THE SUBDIVISION, A SITE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF GLENPOOL IN ACCORDANCE WITH THE CITY OF GLENPOOL ZONING CODE. ALL PROPOSED BUILDINGS AND IMPROVEMENTS UPON AN APPROVED SITE PLAN SHALL CONFORM TO CITY OF GLENPOOL ZONING CODE REQUIREMENTS UNLESS OTHERWISE PROVIDED FOR BY THE CITY OF GLENPOOL, WHICH MAY INCLUDE INSTALLATION OF FIRE SUPPRESSION FACILITIES OR ADDITIONAL BUILDING OR ZONING CODE COMPLIANCE REQUIREMENTS AS DEEMED NECESSARY BY THE CITY OF GLENPOOL. THE SITE PLAN MUST ALSO DEPICT THE LOCATION OF MUTUAL ACCESS EASEMENTS, IF ANY, TO BE GRANTED.

SECTION II. ECR

REFER THE DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA, WHICH CONTAINS A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I. - EASEMENTS, UTILITIES AND SITE PLAN APPROVAL - ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ADDITIONALLY INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED IN THE ECR SHALL INURE ONLY TO THE BENEFIT OF THE RECORD OWNERS OF LOTS WITHIN SOUTHWEST CROSSROADS ADDITION AND THE OWNER/DEVELOPER AND THOSE PARTIES SPECIFIED IN THE ECR.

B. DURATION

THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS SET FORTH IN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDED OF THIS DEED OF DEDICATION UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS HEREINAFTER PROVIDED. IF NOT TERMINATED PRIOR TO THE END OF SAID THIRTY (30) YEARS PERIOD, THESE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS MAY HAVE BEEN AMENDED AS PROVIDED HEREIN, SHALL AUTOMATICALLY RENEW ON THE ANNIVERSARY DATE OF SUCH THIRTY (30) YEARS PERIOD FOR SUCCESSIVE TEN (10) YEAR PERIODS UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS PROVIDED HEREIN.

C. AMENDMENT

SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER MAY WITH THE WRITTEN CONSENT OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, BUT WITHOUT JOINDER OR CONSENT OF ANY OTHER PERSON, AMEND, ADD TO, MODIFY, IN ANY MANNER OR TERMINATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH IN SECTION I.H., I.L, AND SECTION I.L.C., AT ANY TIME WHILE OWNER/DEVELOPER RETAINS THE RECORD OWNERSHIP OF ANY LOT OR DRAINAGE RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AFTER SUCH TIME THAT THE OWNER/DEVELOPER NO LONGER IS THE RECORD OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AND SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, OR ANY PORTION THEREOF, WITHIN SECTION I.H., I.L, AND SECTION I.L.C, MAY BE AMENDED, ADDED TO, OR MODIFIED IN ANY MANNER OR TERMINATED, IN WHOLE OR IN PART, AT ANY TIME BY THE WRITTEN CONSENT OF SEVENTY-FIVE (75%) PERCENT OF ALL PARTIES THEN CONSTITUTING THE CURRENT RECORD OWNERS OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION AND IN ALL EVENTS, THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, THE PROVISIONS OF ANY INSTRUMENT AMENDING, ADDING TO, ADOPTING IN ANY MANNER OR TERMINATING THE TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS OR ANY PORTIONS THEREOF, SHALL BE EFFECTIVE FROM AND AFTER THE DATE SUCH INSTRUMENT IS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

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

E. COMPLIANCE AND NON-DISTURBANCE

ALL PARTIES TO THIS DEED OF DEDICATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE USERS OF ANY EASEMENTS SHALL USE REASONABLE EFFORTS TO AVOID DISRUPTING THE OPERATIONS OF THE BUSINESSES BUILT WITHIN THE SUBDIVISION OR DISTURBING CUSTOMERS SHOPPING IN THE SUBDIVISION.

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
P.O. Box 232-7715 Fax: 405-232-7899
Website: www.smcpc.com
OCCUPANCY CERTIFICATE OF AUTHORIZATION NO. 04-044-00 6/29/2007
PROJECT NO.: 4621.00 DATE: 02/02/2017



CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 3 OF 3

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Erik Enyart, AICP, Tanner Consulting, LLC, planning consultant to the City of Glenpool
DATE: November 30, 2018
RE: **SUP#2018-01:** Request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, requesting a Specific Use Permit (SUP) for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district on the following described property:

LOT 2, BLOCK 1, SOUTHWEST CROSSROADS SECTION 2, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

General Location: 12106 S. Waco Ave.

BACKGROUND

The Planning Commission Continued the Public Hearing and consideration of this application from the September 10, 2018 Planning Commission meeting, as recommended by Staff to allow the Applicant to file applications for Variance from certain Zoning Code restrictions which the proposed sign will not comply with, and to allow for the receipt in good condition of information as requested by Staff. The Variance requests were submitted and the Board of Adjustment approved them October 08, 2018, subject to a maximum of 200 square feet of display surface area. The Variances were as follows:

- GBOA#458: To allow an LED sign within fewer than 2,400 feet from other outdoor advertising signs.
- GBOA#459: To waive the requirement that the subject property have frontage on a public street.
- GBOA#460: To waive the requirement that the sign may not exceed 180 sq. ft. in its proposed location.

The Planning Commission recommended Conditional Approval of this SUP application at its October 08, 2018 meeting following the Board of Adjustment meeting on the same date. A revised sign exhibit has since been submitted reflecting 200 square feet of display surface area.

As recommended by Staff, at its November 05, 2018 meeting, the City Council Tabled this application due to inconsistent information between the Applicant and Tapp Development, representing the beneficiary of the development's covenants. Staff has advertised a Public Hearing before the City Council for this December 03, 2018 meeting. On November 27, 2018, Staff received an email from Barry Tapp of Tapp Development approving the LED format of the sign and the 200 square feet of display surface area, but imposing a 30' maximum height and certain restrictions regarding timing and manner of copy change; see attached email printout for details. Additional information was received November 29, 2018 which substantially meets the information needed for the Specific Use Permit. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

INTRODUCTION

The subject property is Lot 2, Block 1, *Southwest Crossroads Section 2*, and is zoned CG Commercial General District. A Jiffy Lube and Pat's Car Wash are under construction on the subject property. The Applicant filed applications for sign permits, including for a 49'-tall, freestanding digital/lighted LED ground sign. The LED element

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STAFF REPORT

requires a Specific Use Permit per Glenpool Zoning Code Ordinance # 746 Section 11-7-5.A.8 in accordance with standards and procedures set forth in Glenpool Zoning Code, Ordinance # 746 Section 11-9-13.

Glenpool Zoning Code Ordinance # 746 Section 11-9-13.A and B provide:

- A. Specific Use Permit (SUP) refers to a permit granted by the City Council within any zoning district of the City where a Specific Use Permit is required, as set out in Chapter 3, Zoning Districts and Map, and subject to any applicable conditions or requirements set out in Chapter 3, Subchapter 3, Specific and Limited Uses. A Specific Use Permit may be granted only after due notice and a City Council public hearing, and following review and recommendations by the City Planner and a public hearing and recommendation to City Council by the Planning Commission.
- B. This Title requires a Specific Use Permit to authorize certain uses which, because of the nature and characteristics of those uses, may potentially have adverse impacts on surrounding properties. The SUP process allows the City to evaluate the merits of each proposed specific use on the basis of its particular location and context and a site plan, to ensure that the specific use, if authorized, will be operated in a manner that is compatible with the surrounding uses.

Due to the anticipated limited interest and the scheduled TAC meeting date falling on the Friday before the Labor Day weekend, Staff issued a request for comments to the Technical Advisory Committee (TAC), in lieu of a meeting. The Fire Department, OG+E, and AT&T responded but had no comment. No other comments were received.

Surrounding properties are all zoned CG in the Southwest Crossroads and Montapp subdivisions. Montapp is partially built-out and Southwest Crossroads (which includes the subject property) is almost completely built-out with various commercial and nonresidential uses. The subject property has no street frontage but is accessed via mutual access drives connecting to W. 121st St. S., S. Vancouver Ave., and S. Waco Ave., which drives are located in part of Lot 1, Block 1, *Southwest Crossroads Section 2*. The sign is proposed to be located within the property, but behind the *Utica Park Clinic*; *QuikTrip* is also in front to the northeast. The relatively tall height of the proposed sign (49' per the initial application) was understood to compensate for the location of the subject property in relation to 121st St. S. and the buildings between it and the street. The initially-proposed height, 49', falls within the maximum allowed by the Zoning Code and the new 30' height proposed complies as well. The site enjoys a natural height advantage with respect to 121st St. S. directly to the north and with respect to the two (2) businesses in front of it.

For the sake of reference and not precedent, as each application is weighed on its own merits and is location-specific, the latest LED sign approved was for *Crystal Pools* at 12301 Casper St., zoned CG. The Glenpool Board of Adjustment approved GBOA-456 November 13, 2017 for a 20'-tall, 9' 7" X 5' 5" (52 square feet) LED sign. Previously approved by Special Exception, such LED signs are now subject to the Specific Use Permit of Glenpool Zoning Code Ordinance # 746 adopted November 14, 2017.

CRITERIA AND FINDINGS

The proposed sign meets most of the required bulk and area standards and the location and separation standards of Zoning Code Section 11-7-5.A.8. Certain exceptions were approved for Variance under applications GBOA#458, GBOA#459, and GBOA#460, all of which the Board of Adjustment approved October 08, 2018.

RECOMMENDATION

Staff and the Planning Commission concur in recommending approval. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

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STAFF REPORT

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Specific Use Permit application
4. SUP application site plan
5. SUP application sign elevation/exhibit
6. Developer approval email
7. Copy of plat of Southwest Crossroads Section 2

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City Staff to complete this section

Case Number: 548 2018-01

Dev. Number: _____

APPLICATION FOR SPECIFIC USE PERMIT

Date of application: 7/9/18

- ☐ Please see attached application guidelines.
- ☐ All plans and surveys must be drawn to scale and noted on plans.
- ☐ All documents larger than 8-1/2" x 11" must be folded to that size. Please submit one paper copy and one electronic copy in PDF format.
- ☐ The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner must be submitted.
- ☐ A pre-application meeting with City Staff is required prior to the submittal of this application. Your written notes of this meeting must be submitted with this application. Date of pre-application meeting: _____

Project Name: Jeffy Lube

Proposed use: _____

Name of Applicant (Print): Jerome James GSS Phone: 918-827-6561
Person (please print) Firm (if applicable)

Address: 17424 S Union Ave Mounds OK Zip Code: 74047
City/State

Email: JOBS@GLOBAL SIG SOLUTIONS.COM FAX: 918-827-6588

Property Owner: Greta Moore Phone: 918-269-1610
Person (please print)

Property Owner's Address: 7712 E 118th St S Zip Code: 74008
City/State

Email: MAJIFFY@SBCGLOBAL.NET FAX: 918-364-1925

County: Town Quarter Section: N514 Section/Township/Range: _____

County Parcel Number: _____ Acreage: _____ No. of lots: _____

Legal Description of the Tract (May be attached): _____

Any private deed/plat restrictions on this property, which might impact building setback, height, or use? ☐ Yes ☐ No

Street Address: _____

Present Zoning/Use: C6 Related case numbers: _____

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I/WE HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

Regular Meeting - 03 Dec 2018 Minutes Attachment



City Staff to complete this section

Case Number: _____

Dev. Number: _____

SIGNATURE OF APPLICANT: [Signature] (Person) Date: 6/12/18

(Please type or print name of applicant who signed this application): _____

SIGNATURE OF PROPERTY OWNER: [Signature] (Person) Date: 6/11/18

(Please type or print name of owner who signed this application): _____

DO NOT WRITE BELOW THIS LINE

Date Rec'd 7/19/18 Received By: [Signature] Fee: _____ P.H. date: _____

SITE PLAN

Cabinet dimensions:

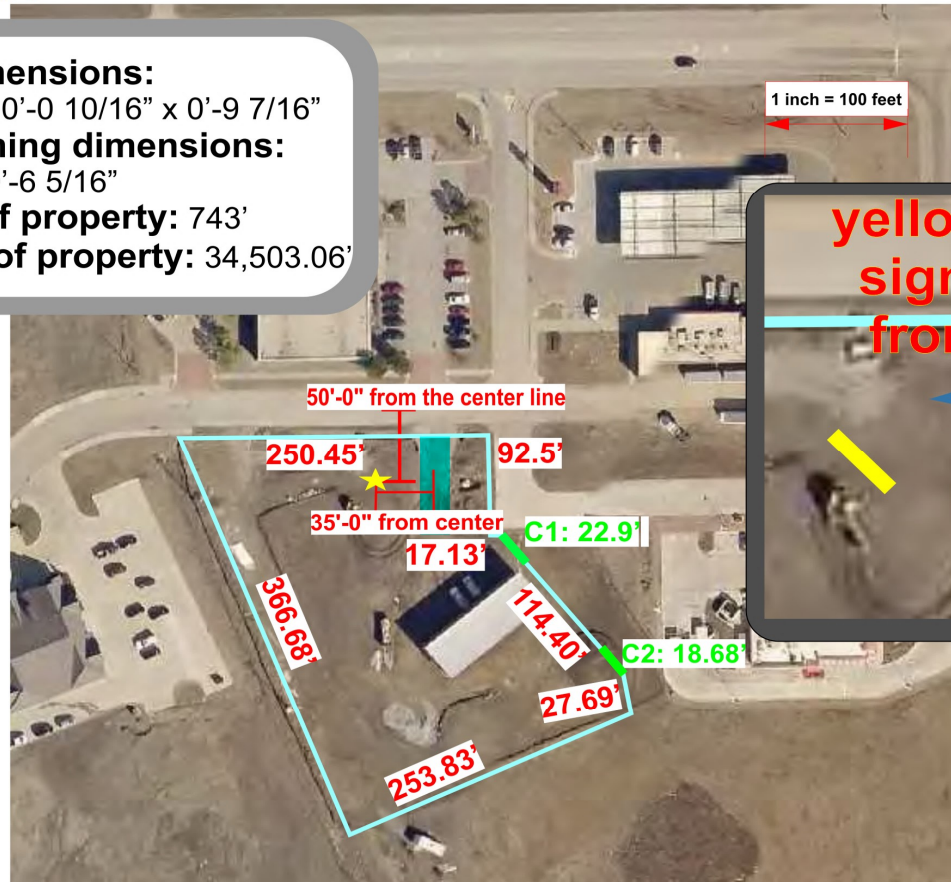
10'-3 7/16" x 20'-0 10/16" x 0'-9 7/16"

Visual Opening dimensions:

9'-9 3/16" x 19'-6 5/16"

Perimeter of property: 743'

Square FT. of property: 34,503.06'



Drawing #: 2K180924-1242
Client: Pat's Express
Date: Sep 24, 2018
Sales Rep: Salesman

Scope of work:
Address:
Drawn By: ALLY C.

Final Drawing
Approved By:

Date:

Phone: 918.827.6561

FAX: 918.827.6588

This Design is submitted confidentially and is not to be shown or described to others nor reproduced in whole or part without our written permission ©

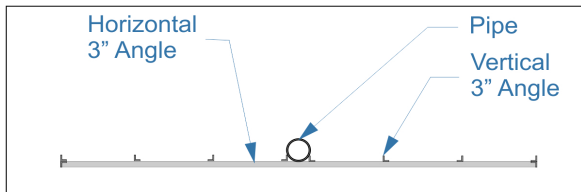
Regular Meeting - 03 Dec 2018 Minutes Attachment

**Permit
206.025 Sq ft.**



3" Angle Iron Frame

**Visual opening:
190.67' Sq FT.**



918.827.6561
17424 S. UNION AVE.
MOUNDS, OK. 74047
www.globalsignsolutions.com

Drwg#: 2K171003-1230 Date: Oct. 3, 2017
Address: NA Sales Rep: Jerome
City, State: Glenpool, OK Customer: Pats Car Wash

Job Details: Manufacture and install illustrated 1-sided pole sign.

Regular Meeting - 03 Dec 2018 Minutes Attachment

From: Barry Tapp <Barry@tappcompanies.com>
Sent: Tuesday, November 27, 2018 4:49 PM
To: Business
Cc: Erik Enyart
Subject: Re: Pat's Express Carwash SUP#2018-01 LED sign

— Greg, as per our recent emails, we have approved your request for the installation of your LED sign announcing the new carwash at Southwest Crossroads in Glenpool. The sign is approved at approximately 200sf, and shall be a maximum of 30 feet high. While it is an LED sign, the display will not move or change, or flash. We understand you may periodically make changes to prices, etc. Please pass this approval letter on to the appropriate authorities in time for their upcoming meeting. If you need further clarification or information just let me know.
Thanks.
Barry

Barry@tappcompanies.com
Office: 405-752-7522 X4
Cell: 405-203-2450

From: Business <inajiffy@sbcglobal.net>
Date: Tuesday, November 27, 2018 at 4:11 PM
To: "F. Barry Tapp" <Barry@tappcompanies.com>
Subject: Pat's Express Carwash SUP#2018-01 LED sign

Mr. Tapp,

I hope you and family had a wonderful Thanksgiving.
Pat asked me to send you Erik's email address. = eenyart@tannerbaitshop.com
His other contact information is below as well. Thank you for your assistance.

Greg

----- Forwarded message -----
From: Erik Enyart <eenyart@tannerbaitshop.com>
Date: Nov 26, 2018 10:24 AM
Subject: SUP#2018-01 LED sign
To: "Pat Moore (inajiffy@sbcglobal.net)" <inajiffy@sbcglobal.net>
Cc: Jerome Janet <jerome@globalsignsolutions.com>, Lynn Burrow
<lburrow@cityofglenpool.com>

Regular Meeting - 03 Dec 2018 Minutes Attachment

Hi Pat:

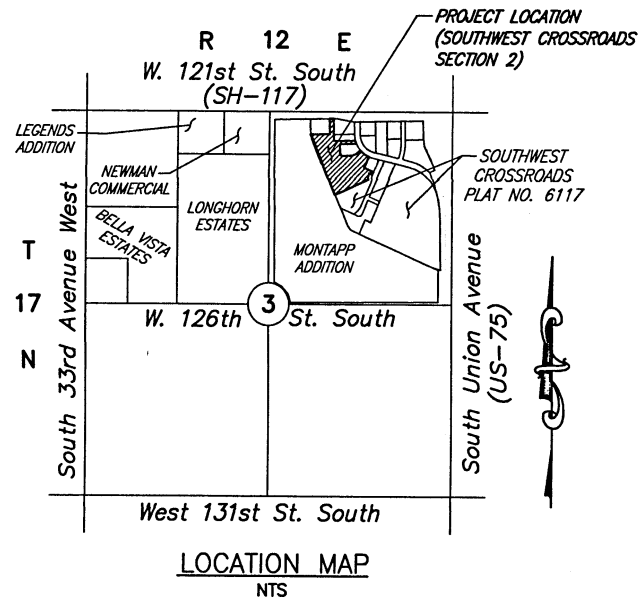
The City Clerk will need all information by noon Wednesday for the 12/03/2018 City Council agenda. This will be the only meeting in December. Please advise the status of developer approval of the LED sign.

Erik Enyart, AICP, CFM

918.745.9929 Office

www.tannerbaitshop.com





CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117
AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

LEGAL DESCRIPTION OF SOUTHWEST CROSSROADS SECTION 2:

A TRACT OF LAND BEING A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6117, ALSO LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF SAID SOUTHWEST CROSSROADS ADDITION;
- THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID LOT 3, THE FOLLOWING FOUR (4) COURSES;
1. SOUTH 01°15'17" EAST A DISTANCE OF 92.45 FEET;
 2. SOUTH 03°26'10" EAST A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING;
 3. NORTH 88°54'43" EAST A DISTANCE OF 274.32 FEET;
 4. NORTH 01°05'17" WEST A DISTANCE OF 208.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 117 (S. 121ST STREET SOUTH);

THENCE NORTH 88°54'43" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE SOUTH 01°05'17" EAST, ALONG THE WEST LINE OF SAID LOT 4 AND SAID LINE EXTENDED, A DISTANCE OF 300.83 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 307.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. WACO AVENUE AS ESTABLISHED BY THE PLAT OF SAID SOUTHWEST CROSSROADS ADDITION AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 19°17'29" EAST A CHORD DISTANCE OF 47.38 FEET) AN ARC LENGTH OF 47.41 FEET;

THENCE SOUTH 88°54'43" WEST A DISTANCE OF 273.31 FEET;

THENCE SOUTH 01°05'17" EAST A DISTANCE OF 123.43 FEET;

THENCE SOUTH 23°41'58" EAST A DISTANCE OF 43.84 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 160.00 FEET;

THENCE NORTH 66°18'06" EAST A DISTANCE OF 76.70 FEET;

THENCE NORTH 48°06'14" EAST A DISTANCE OF 62.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID S. WACO AVENUE AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 55°08'37" EAST A CHORD DISTANCE OF 155.46 FEET) AN ARC LENGTH OF 156.83 FEET TO THE NORTHWEST CORNER OF LOT 2B, BLOCK 1, SOUTHWEST CROSSROADS ADDITION AS CREATED BY THAT SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2012049473;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2B THE FOLLOWING TWO (2) COURSES;

1. SOUTH 23°44'21" WEST A DISTANCE OF 163.47 FEET;
 2. SOUTH 66°15'39" EAST A DISTANCE OF 147.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. VANCOUVER AVENUE AS ESTABLISHED BY DOCUMENT NO. 201026807;
- THENCE SOUTH 23°44'21" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.53 FEET;
- THENCE NORTH 66°15'39" WEST A DISTANCE OF 50.00 FEET;
- THENCE SOUTH 23°44'21" WEST A DISTANCE OF 4.38 FEET;
- THENCE SOUTH 13°43'17" WEST A DISTANCE OF 87.77 FEET;

THENCE SOUTH 66°19'21" WEST A DISTANCE OF 517.11 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES;

1. NORTH 23°41'55" WEST A DISTANCE OF 319.69 FEET;
2. NORTH 23°25'40" WEST A DISTANCE OF 330.56 FEET;
3. NORTH 22°47'11" WEST A DISTANCE OF 251.10 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 397,389 SQUARE FEET OR 9.1228 ACRES, MORE OR LESS.

OWNER'S CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, GLENTAPP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF SOUTHWEST CROSSROADS SECTION 2, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT.

WE FURTHER CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITIES WHO HAVE ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED PLAT, AND WE DO HEREBY DEDICATE ALL STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT TO THE USE OF THE PUBLIC FOREVER.

WE FURTHER HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREETS AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED HAVE BEEN SUBMITTED AND ACCEPTED.

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

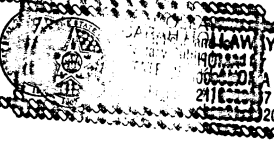
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: *[Signature]*
NAME: *[Signature]*
TITLE: *[Signature]*

ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

I, *[Signature]*, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS *8th* DAY OF *March*, 2017 DO HEREBY CERTIFY THAT *E. BULL TAYLOR* PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT OF HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: *[Signature]*
My Commission Expires: *04-21-2020*



PREPARED FOR:

OWNER:
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 748-9924

SURVEYOR:
DOUGSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 464, EXPIRES 6/30/2017

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$19,590.00 per trust receipt no. 14811 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes, but is given in order that this plat may be recorded. 2017 taxes may exceed the amount of the security deposit.

Dated: 03/09/2017
Dennis Semler
Tulsa County Treasurer
By: *[Signature]*
Deputy

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT ALL TAXES HAVE BEEN PAID FOR 2016 AS REFLECTED BY THE CURRENT PAYROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 2017 TAXES NOT AS YET CERTIFIED TO ME.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, THIS *9th* DAY OF *March*, 2017. BOOK *17-13214* PAGE *1*.

COUNTY CLERK

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON *2/23/17*

[Signature]
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

CITY COUNCIL APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON *3/6/17*

[Signature]
MAYOR OR VICE MAYOR

CITY MANAGER APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER ON *3/8/17*

[Signature]
CITY MANAGER

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

SURVEYOR'S CERTIFICATE

I, RANDALL A. MANSFIELD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE CONDITIONAL FINAL PLAT OF SOUTHWEST CROSSROADS SECTION 2, A REPLAT OF A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE *8th* DAY OF *March*, 2017, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL-PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

Signed: *[Signature]*
RANDALL A. MANSFIELD, PROFESSIONAL SURVEYOR 1613

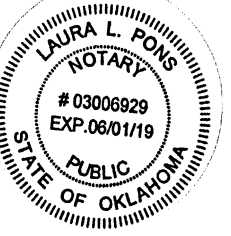


ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS *8th* DAY OF *March*, 2017 PERSONALLY APPEARED RANDALL A. MANSFIELD, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH. IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: *[Signature]*
Notary Public

My Commission Expires *6-1-2019*

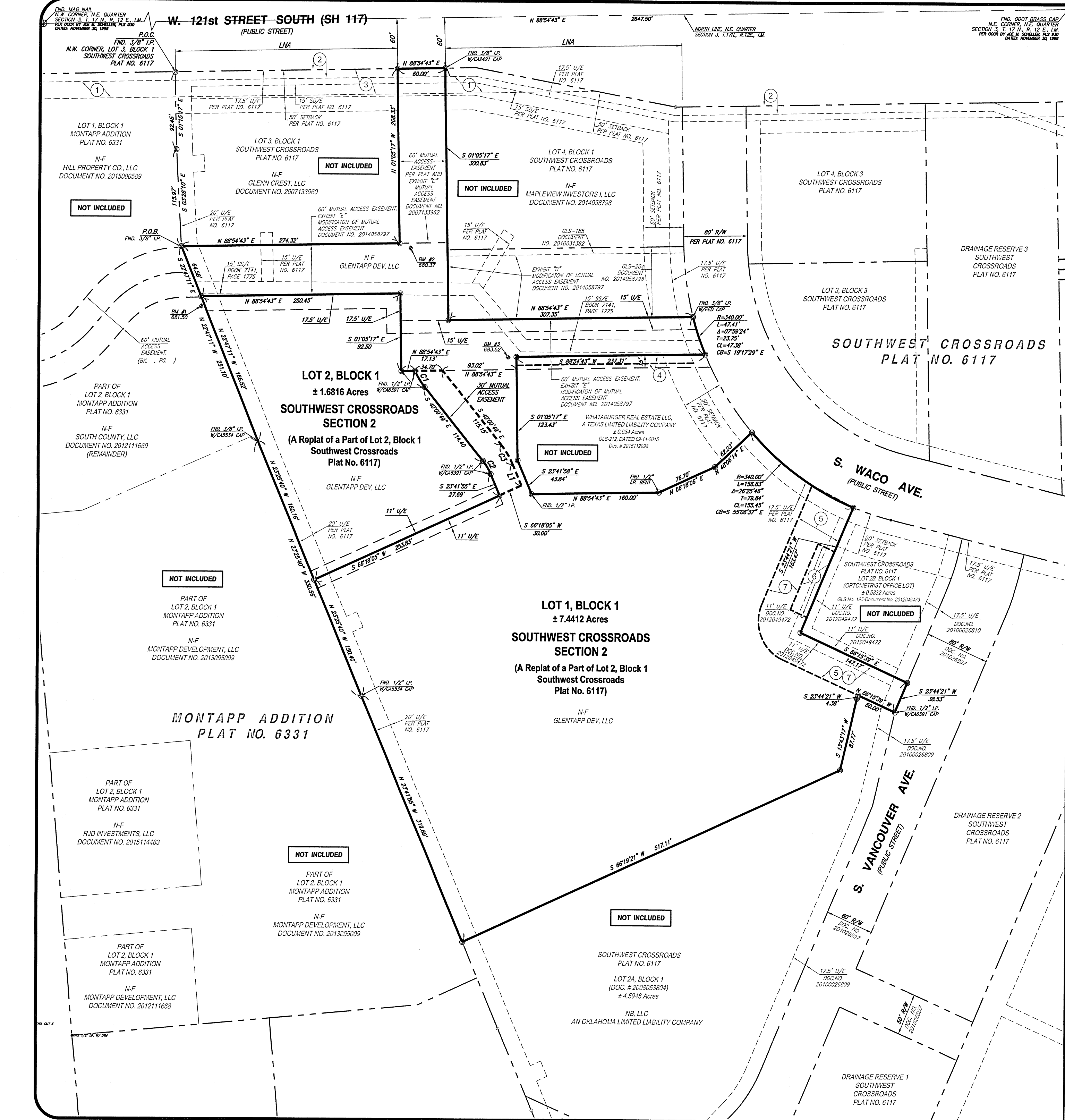


SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smc-engineers.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CL 464 EXP 6/30/2017
PROJECT NO.: 4821.00 DATE: 02/02/2017



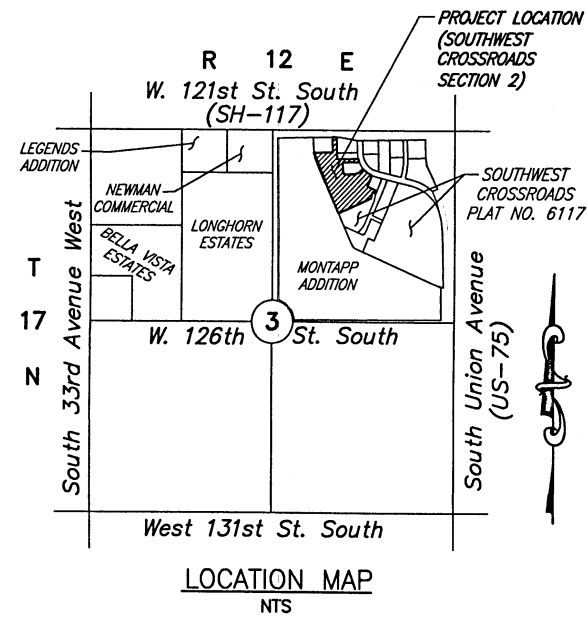
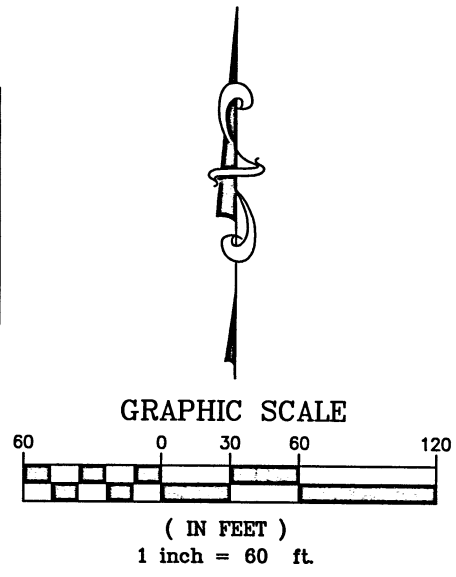
CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 1 OF 3



CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

ZONING DATA	
DISTRICT:	CS - COMMERCIAL
MINIMUM YARD REQUIREMENTS	
FRONT:	50'
SIDE:	0'
REAR:	0'



BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	681.50	ELEVATION	680.37
MONUMENT	CUT "X"	MONUMENT	CUT "X"
LOCATION	ON TOP OF HEADWALL SOUTHWEST CORNER OF NORTHWEST PROPERTY CORNER	LOCATION	ON CORNER OF SIDEWALK RAMP, NORTH OF NORTHWEST PROPERTY CORNER

BENCHMARK - BM 3	
ELEVATION	683.52
MONUMENT	CUT "X"
LOCATION	ON TOP OF CURB AT WEST P.C. OF NORTHWEST WHATABURGER ENTRANCE

EASEMENTS BY SEPARATE INSTRUMENTS	
1	HIGHWAY EASEMENT BOOK 5186, PAGE 1363 10' WATERLINE EASEMENT BOOK 5586, PAGE 79 AS MODIFIED BY PARTIAL RELEASE BOOK 6562, PAGE 458
2	HIGHWAY EASEMENT BOOK 5186, PAGE 1363 10' W/LINE EASEMENT BOOK 5586, PAGE 79 AS MODIFIED BY PARTIAL RELEASE BOOK 6562, PAGE 458
3	HIGHWAY EASEMENT BOOK 5186, PAGE 1363 10' W/LINE EASEMENT BOOK 5586, PAGE 79 AS MODIFIED BY PARTIAL RELEASE BOOK 6562, PAGE 458
4	HIGHWAY EASEMENT BOOK 5186, PAGE 1363 10' W/LINE EASEMENT BOOK 5586, PAGE 79 AS MODIFIED BY PARTIAL RELEASE BOOK 6562, PAGE 458
5	EXHIBIT B, TRACT 1 EASEMENT AGREEMENT DOC. NO. 2012049476
6	MUTUAL PARKING AREA EASEMENT AGREEMENT DOC. NO. 2012049476
7	MUTUAL ACCESS AREA EASEMENT AGREEMENT DOC. NO. 2012049476

SOUTHWEST CROSSROADS SECTION 2 LOT SUMMARY TABLE	
BLOCK 1, LOT 1	7.4412 ACRES
BLOCK 1, LOT 2	1.6816 ACRES
TOTAL:	9.1228 ACRES

Line Table		
Line #	Direction	Length
L1	S 23°41'55" E	27.69'

Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Bearing
C1	85.00'	22.90'	152°08'	11.52'	S 32°26'48" E
C2	65.00'	18.68'	162°27'39"	9.40'	S 31°55'52" E
C3	95.00'	27.29'	162°27'39"	13.74'	S 31°55'52" E

PREPARED FOR:

OWNER:
GLENPOOL DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DOUGLAS THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
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815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcce.com

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 2 OF 3

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP. 6/30/2017
PROJECT NO.: 4821.00 DATE: 02/02/2017

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

SECTION I. EASEMENTS, UTILITIES AND SITE PLAN APPROVAL

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "1/2" OR "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT (THE "PLAT") OF SOUTHWEST CROSSROADS SECTION 2 ADDITION (THE "SUBDIVISION") FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, UPON, OVER, UNDER, ACROSS AND ALONG SUCH UTILITY EASEMENTS TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING UPON, OVER, UNDER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED FRANCHISED UTILITY SERVICES, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND UTILITY SERVICES

1. THROUGHOUT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENT DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH UTILITY EASEMENTS.

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

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE FRANCHISED SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

G. GAS SERVICE

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

2. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SUCH FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTOR.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

D. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS

1. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THOSE PORTIONS OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS IN THIS SUBDIVISION LOCATED UPON SUCH RECORD OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS OR SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE RECORD OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, REPAIRS OR MAINTENANCE OF WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENTS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 117 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AWAYED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. STORM WATER DETENTION EASEMENT (RESERVE AREAS 1, 2 AND 3)

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HAS CONSTRUCTED THE DETENTION AND DRAINAGE FACILITIES WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3, AS DEPICTED ON THE RECORDED PLAT OF THE SOUTHWEST CROSSROADS (PLAT NO. 6117), WHICH ARE NECESSARY TO MEET CITY OF GLENPOOL, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. RESERVE AREAS 1, 2 AND 3 WILL BE MAINTAINED BY A RESPONSIBLE PARTY WHO WILL INITIALLY BE THE OWNER/DEVELOPER (THE "RESPONSIBLE PARTY") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DEED OF DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER DRAINAGE RESERVE AREAS 1, 2 AND 3, NOR SHALL THERE, ANY ALTERATION OF GRADES OR CONTOURS IN SUCH DRAINAGE RESERVE AREAS 1, 2 AND 3 UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN AND IN THE ECR, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS.
- THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.
- CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING DRAINAGE RESERVE AREAS 1, 2 AND 3, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND
- TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

THE MAINTENANCE, REPAIR AND REPLACEMENT SHALL BE PERFORMED BY THE RESPONSIBLE PARTY AS PROVIDED FOR HEREIN AND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659 (THE OWNER OF LOT (1), BLOCK (1), SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, NOT BEING A RESPONSIBLE PARTY), AND THE COST THEREOF ATTRIBUTABLE TO DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE ASSESSED TO THE RECORD OWNERS OF LOTS EXCLUSIVE OF THE RECORD OWNER OF LOT ONE (1).

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES SITUATED IN DRAINAGE RESERVE AREAS 1, 2 AND 3 IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR THE ECR OR, IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID DRAINAGE RESERVE AREAS 1, 2 AND 3, OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF GLENPOOL, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE INVOLVING DRAINAGE RESERVE AREAS 1, 2 AND 3 AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF GLENPOOL, THEN THE CITY OF GLENPOOL, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER DRAINAGE RESERVE AREAS 1, 2, AND 3 AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREOF, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY WHICH MAY COLLECT SUCH COSTS FROM THE RECORD OWNERS OF LOTS WITHIN THE SUBDIVISION, EXCLUDING THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, ON A PRO RATA BASIS BASED ON THE SQUARE FOOTAGE OF THE LAND COMPRISING EACH LOT AS COMPARED TO THE TOTAL SQUARE FOOTAGE OF ALL OF THE LOTS SITUATED IN THE SUBDIVISION, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, AS MORE FULLY DESCRIBED IN THE ECR. IN THE EVENT, THE RESPONSIBLE PARTY, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREOF, THE CITY OF GLENPOOL, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE DRAINAGE RESERVE AREAS 1, 2 AND 3 AND THE RESPONSIBLE PARTY OTHER THAN LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL FURTHER BE ENFORCEABLE AS PROVIDED IN THE ECR, BY THE RECORD OWNERS OF LOTS OF THIS SUBDIVISION AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

8. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

9. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

10. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

11. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

12. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

13. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

14. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

15. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

16. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

17. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

18. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

19. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

20. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

21. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

22. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

23. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

24. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

25. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

26. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

27. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

28. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

29. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

30. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

J. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATION, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

K. SITE PLAN APPROVAL

PRIOR TO ISSUANCE OF A BUILDING OR OCCUPANCY PERMIT FOR ANY LOT(S) WITHIN THE SUBDIVISION, A SITE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF GLENPOOL IN ACCORDANCE WITH THE CITY OF GLENPOOL ZONING CODE. ALL PROPOSED BUILDINGS AND IMPROVEMENTS UPON AN APPROVED SITE PLAN SHALL CONFORM TO CITY OF GLENPOOL ZONING CODE REQUIREMENTS UNLESS OTHERWISE PROVIDED FOR BY THE CITY OF GLENPOOL, WHICH MAY INCLUDE INSTALLATION OF FIRE SUPPRESSION FACILITIES OR ADDITIONAL BUILDING OR ZONING CODE COMPLIANCE REQUIREMENTS AS DEEMED NECESSARY BY THE CITY OF GLENPOOL. THE SITE PLAN MUST ALSO DEPICT THE LOCATION OF MUTUAL ACCESS EASEMENTS, IF ANY, TO BE GRANTED.

SECTION II. ECR

REFER THE DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA, WHICH CONTAINS A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I - EASEMENTS, UTILITIES AND SITE PLAN APPROVAL - ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ADDITIONALLY INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED IN THE ECR SHALL INURE ONLY TO THE BENEFIT OF THE RECORD OWNERS OF LOTS WITHIN SOUTHWEST CROSSROADS ADDITION AND THE OWNER/DEVELOPER AND THOSE PARTIES SPECIFIED IN THE ECR.

B. DURATION

THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS SET FORTH IN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS HEREINAFTER PROVIDED. IF NOT TERMINATED PRIOR TO THE END OF SAID THIRTY (30) YEARS PERIOD, THESE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS MAY HAVE BEEN AMENDED AS PROVIDED HEREIN, SHALL AUTOMATICALLY RENEW ON THE ANNIVERSARY DATE OF SUCH THIRTY (30) YEARS PERIOD FOR SUCCESSIVE TEN (10) YEAR PERIODS UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS PROVIDED HEREIN.

C. AMENDMENT

SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER MAY WITH THE WRITTEN CONSENT OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, BUT WITHOUT JOINDER OR CONSENT OF ANY OTHER PERSON, AMEND, ADD TO, MODIFY IN ANY MANNER OR TERMINATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH IN SECTION I.H., I.L. AND SECTION I.L.C., AT ANY TIME WHILE OWNER/DEVELOPER RETAINS THE RECORD OWNERSHIP OF ANY LOT OR DRAINAGE RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AFTER SUCH TIME THAT THE OWNER/DEVELOPER NO LONGER IS THE RECORD OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AND SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, OR ANY PORTION THEREOF, WITHIN SECTION I.H., I.L. AND SECTION I.L.C., MAY BE AMENDED, ADDED TO, OR MODIFIED IN ANY MANNER OR TERMINATED, IN WHOLE OR IN PART, AT ANY TIME BY THE WRITTEN CONSENT OF SEVENTY-FIVE (75%) PERCENT OF ALL PARTIES THEN CONSTITUTING THE CURRENT RECORD OWNERS OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION AND IN ALL EVENTS, THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, THE PROVISIONS OF ANY INSTRUMENT AMENDING, ADDING TO, ADOPTING IN ANY MANNER OR TERMINATING THE TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS OR ANY PORTIONS THEREOF, SHALL BE EFFECTIVE FROM AND AFTER THE DATE SUCH INSTRUMENT IS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

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

E. COMPLIANCE AND NON-DISTURBANCE

ALL PARTIES TO THIS DEED OF DEDICATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE USERS OF ANY EASEMENTS SHALL USE REASONABLE EFFORTS TO AVOID DISRUPTING THE OPERATIONS OF THE BUSINESSES BUILT WITHIN THE SUBDIVISION OR DISTURBING CUSTOMERS SHOPPING IN THE SUBDIVISION.

SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
P.O. Box 232-7715 Fax: 405-232-7899
Website: www.smcinc.com
OCCUPANCY CERTIFICATE AND AUTORIZATION NO. 04-044-00 6/29/2007

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 3 OF 3

PROJECT NO.: 4621.00 DATE: 02/02/2017

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ERIK ENYART, AICP, TANNER CONSULTING, LLC, PLANNING CONSULTANT
TO THE CITY OF GLENPOOL

RE: STAFF RECOMMENDATION
FINAL PLAT REVIEW: GLENN HILLS BLOCKS 1-6

DATE: November 27, 2018

BACKGROUND:

Ryan McCarty with Select Design, LLC has submitted a Final Plat application covering a 27.95-acre tract located west of the northwest corner of 141st Street and S. Peoria Ave. On November 14, 2018, the Planning Commission Approved the Final Plat subject to the Staff recommendations. There remain a few corrections remaining from the original staff report and recommendation, outlined in this report. The PUD Covenants will need to be updated to better match the development standards of the approved PUD. The private Restrictive Covenants will need to incorporate appropriate development standards from the Planning Commission and Staff recommendations as contained within the PUD City Council Staff Report and associated information, provided to the Applicant November 12, 2018.

ZONING:

Per the Preliminary Plat Staff Report, "this property is currently zoned RS-4 (Residential single-family highest density district) by case GZ-256 approved by the Planning Commission on 11/14/16 and City Council on 12/13/16 by Ordinance #728 and the PUD overlay district was also approved at the same Planning Commission and City Council meetings by ordinance #729." The Planning Commission approved the Preliminary Plat April 10, 2017 subject to Staff and TAC recommendations.

TAC MEETING: 09/28/2018

- 15'-wide offsite, separate instrument U/E submitted for Council acceptance. Will connect this first phase to Glenn Abbey. AT&T indicated they could use street right-of-way but would appreciate U/E if available. To be presented to City Council the same meeting as this Final Plat.
- Ryan McCarty estimated paving this first phase within one (1) month
- Coordinate with OG&E street light plans and side-yard U/Es to serve same.
- AT&T: no new easements requested.
- ONG: no new easements requested.
- Planning: Review initiated and will be provided as soon as available.

RECOMMENDATION:

The Planning Commission approved, and Staff recommends approval of the Final Plat of GLENN HILLS BLOCKS 1-6 subject to the following corrections, modifications, and Conditions of Approval:

1. Subject to TAC recommendations.
2. Plat boundary is somewhat ambiguous due to inclusion of the City of Glenpool's 50'-wide right-of-way for 141st St. S. Use of "Less and Except the South 50.00 Feet thereof" is unconventional but not wrong. Advisory.
3. Certain lots have deeper B/Ls than required by the Zoning Code or PUD. Advisory.
4. DoD/RCs Section I.B.: Section numbering appears to have been compromised. Please restore.
5. DoD/RCs Section I.B. Underground Service Subsection 1.: The existing overhead electric/telephone/communication lines and poles would appear to be located in the existing 50' of

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STAFF REPORT

141st Street South right-of-way and/or the 10'-wide SWB Telephone Easement (Book 4980 Page 537) and/or the 17.5'-wide U/E to the City of Glenpool (Book 7095 Page 2256). The plat does not provide that preexisting U/Es are rededicated by this plat. Rather than adding positive language either allowing or restricting overhead service poles, consider amending the language to passively point to preexisting easements and any rights and restrictions as to use of overhead service poles by same. Please coordinate with utility companies on language and advise if the above approach is not acceptable to them.

6. DoD/RCs Section I.F.4.: First sentence appears to be inadvertently split into two (2) by a period. Please clarify appropriately.
7. DoD/RCs Section I.F.4.: "and/or" contains a typo.
8. DoD/RCs Section I.F.4.: Community Development Director and/or other appropriate officials should review proposed final language to confirm adequacy, primarily as pertains to City rights and responsibilities to enter into and maintain, bill, and file liens on property owners for failure to maintain.
9. DoD/RCs Section I.G.3.: Community Development Director and/or other appropriate officials should review proposed final language, here and elsewhere in the DoD/RCs, to confirm whether ultimate responsibility for maintenance of Reserve Areas, and stormwater drainage and detention and recreational and other facilities therein located, should reside with the owners of the Reserve Areas or the HOA, in consideration of the period of time when owned by the developer and prior to the conveyance to the HOA, and in consideration that HOA failures or failures to pay property taxes may result in ownership other than the HOA, with the HOA still saddled with maintenance of another's property. If ultimately with the Reserve Area owner, a bridge may be used to convey intent to future owners within the subdivision, such as "... Reserve Area owner, which shall be the [HOA precise nomenclature] upon conveyance of such Reserve Area to the Association..."
10. DoD/RCs Section I.G.3.: Community Development Director and/or other appropriate officials should review proposed final language to confirm whether maintenance standards and schedule are consistent with minimum City standards for same.
11. DoD/RCs Section IV.: Property Owners' Association has been added but may have been inadvertently inserted in the private covenants of Section III. Please clarify the intended placement and Section number for the "Owner's Reserved Rights."
12. DoD/RCs Section II. Planned Unit Development Restrictions: Please update to better match the development standards of the approved PUD and incorporating appropriate development standards from the Planning Commission and Staff recommendations as contained within the City Council Staff Report and associated information, provided to the Applicant November 12, 2018.
13. DoD/RCs Section II. Preamble: Use correct Zoning Code citation as was in effect at the time of PUD approval (prior to Ordinance # 746 in November of 2017), such as "as provided within Chapter 11 of Title 11, Glenpool City Code, as the same existed..."
14. DoD/RCs Section III. Private Restrictions: Other than item above, this section has not been reviewed by Staff per request of Applicant at TAC meeting as Developer's Attorney is revising. When ready, and prior to plat signatures and recording, Staff will review:
 - a. To confirm no conflicts with City Code,
 - b. To confirm development standards such as masonry, roof pitch, landscaping, etc. are included and consistent with the same as contained within the City Council Staff Report and associated information, provided to the Applicant November 12, 2018, and
 - c. To identify typos and grammatical issues to improve the plat quality.
15. DoD/RCs: Appears to be missing standard provisions pertaining to City of Glenpool as beneficiary of pertinent sections of the Deed of Dedication and Restrictive Covenants and City of Glenpool authority to enforce and approve amendments or terminations of the DoD/RCs.
16. Owner signatory line appears to have a typo, "aste."
17. Notary blocks for Owner's and Surveyor's signatures: Consider use of pronoun "they" in reference to signatories.

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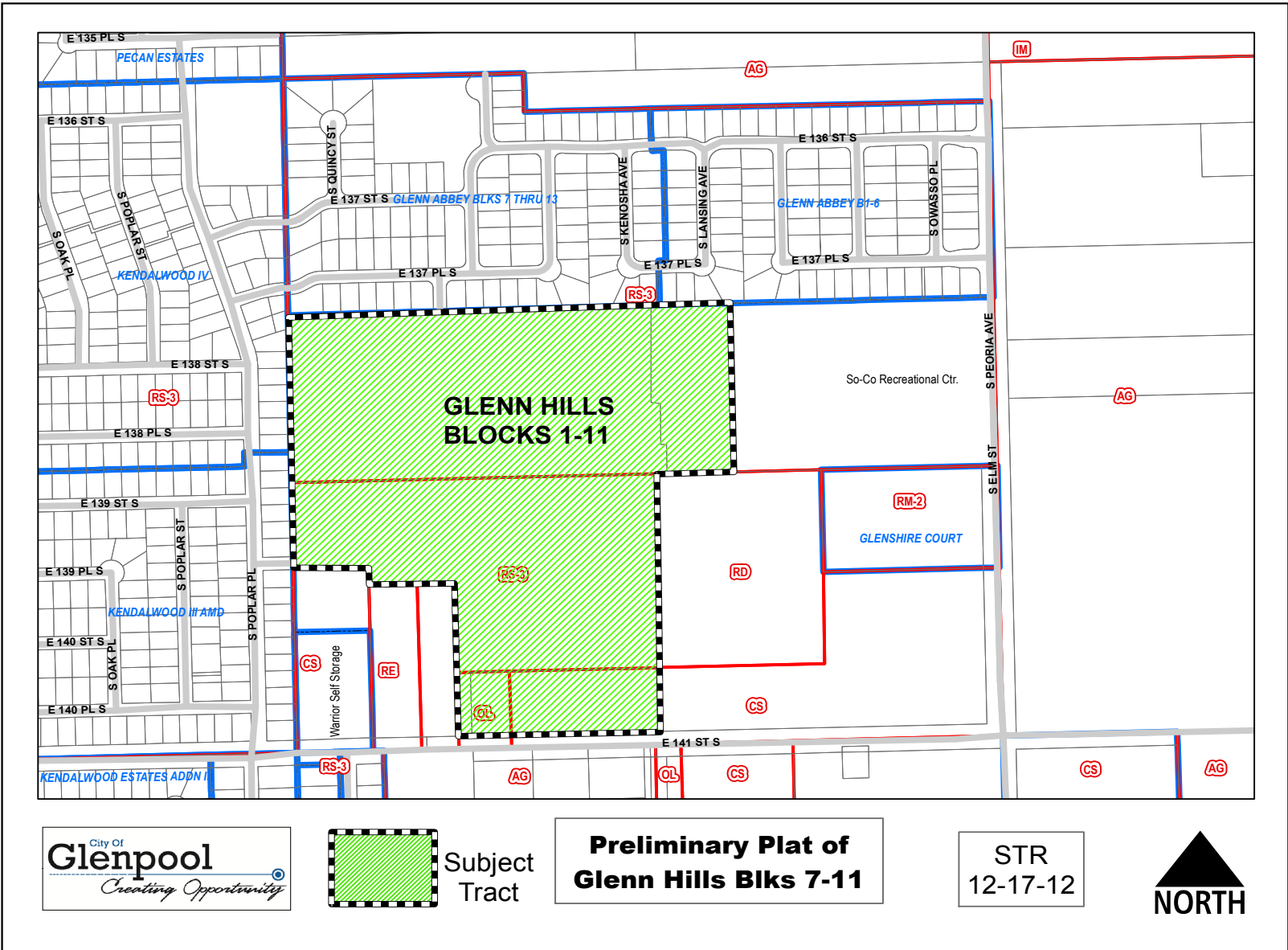
Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT

ATTACHMENTS:

1. Case Map
2. 11" X 17" Final Plat of "Glenn Hills Blocks 1-6"

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Owner / Developer
K & S DEVELOPMENTS, INC.
12150 EAST 96TH STREET NORTH, SUITE D
OWASSO, OK 74005
PHONE: (918) 274-0406
MR. PETE KOURTIS

Planned Unit Development No. 34

Glenn Hills
Blocks 1-6

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE4 OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

Surveyor
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-6575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2020

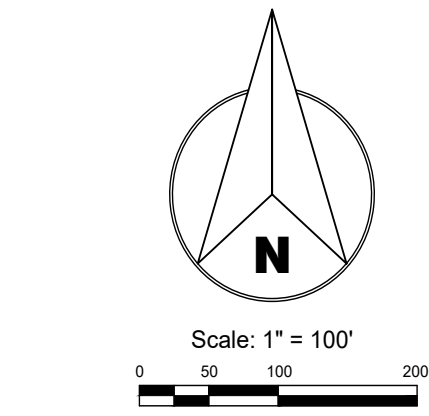
Engineer
ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (918) 868-8553
EMAIL: abah@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2020

Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
B1	63.84'	100.00'	S 72°08'07" E	62.76'
B2	4.29'	150.00'	S 53°01'50" E	4.29'
B3	46.19'	25.00'	N 74°51'30" E	38.89'
B4	48.09'	125.00'	N 10°54'28" E	47.80'
B5	77.40'	175.00'	S 12°33'26" W	76.77'

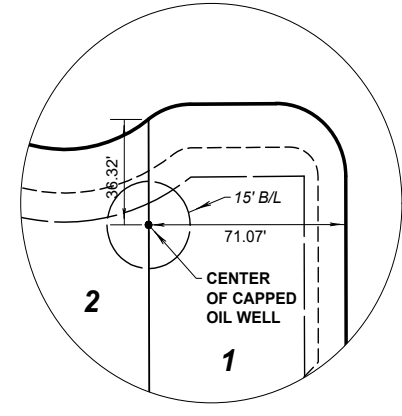
Lot Area & Address Table

BLOCK	LOT	STREET ADDRESS	LOT AREA (SQ. FT.)
1	1	1640 E. 140TH PL.	8,861.44
	2	1634 E. 140TH PL.	9,510.01
	3	1628 E. 140TH PL.	14,450.79
	4	14026 S. IROQUOIS AVE.	7,844.65
	5	14020 S. IROQUOIS AVE.	7,800.12
	6	14014 S. IROQUOIS AVE.	7,800.16
	7	14008 S. IROQUOIS AVE.	7,800.16
	8	14002 S. IROQUOIS AVE.	7,800.16
	9	13934 S. IROQUOIS AVE.	7,800.16
	10	13928 S. IROQUOIS AVE.	7,800.00
	11	13922 S. IROQUOIS AVE. / 1632 E. 139TH CT.	9,383.87
	12	1626 E. 139TH CT.	8,840.00
	13	1614 E. 139TH CT.	8,744.61
	14	1608 E. 139TH CT.	8,544.18
	15	1602 E. 139TH CT.	17,231.74
	16	1602 E. 139TH CT.	12,038.03
	17	1602 E. 139TH CT.	14,450.40
	18	1609 E. 139TH CT.	8,917.61
	19	1615 E. 139TH CT.	8,749.96
	20	1621 E. 139TH CT.	8,840.34
	21	13908 S. IROQUOIS AVE. / 1627 E. 139TH CT.	9,432.55
	22	13902 S. IROQUOIS AVE. / 1620 E. 139TH CT.	10,517.54
	23	1614 E. 139TH ST.	7,800.00
	24	1608 E. 139TH ST.	7,800.00
	25	1602 E. 139TH ST.	7,800.00
	26	1622 E. 139TH ST.	7,800.00
2	27	1516 E. 139TH ST.	8,757.55
	1	13842 S. HARTFORD AVE. / 1519 E. 139TH ST.	8,474.86
	2	13836 S. HARTFORD AVE.	7,800.13
	3	13830 S. HARTFORD AVE.	7,800.13
	4	13824 S. HARTFORD AVE.	7,800.43
	5	13818 S. HARTFORD AVE.	8,303.30
	6	13812 S. HARTFORD AVE. / 1624 E. 138TH ST.	10,411.70
	1	13843 S. HARTFORD AVE. / 1607 E. 139TH ST.	8,339.75
	2	13837 S. HARTFORD AVE.	7,800.00
	3	13831 S. HARTFORD AVE.	7,800.00
3	4	13825 S. HARTFORD AVE.	7,914.40
	1	13925 S. KENOSHA AVE. / 1685 E. 139TH PL.	8,266.87
	2	13919 S. KENOSHA AVE.	8,094.16
	3	13913 S. KENOSHA AVE.	12,377.95
	4	1679 E. 139TH CT.	10,795.83
	5	1673 E. 139TH CT.	9,108.30
	6	1667 E. 139TH CT.	9,370.66
	7	1661 E. 139TH CT.	11,340.97
	8	1655 E. 139TH CT.	10,130.96
	9	1656 E. 139TH CT.	12,625.03
4	10	1662 E. 139TH CT.	9,560.08
	11	1668 E. 139TH CT.	7,991.01
	12	13926 S. KENOSHA AVE. / 1674 E. 139TH CT.	8,851.37
	13	13924 S. KENOSHA AVE. / 1671 E. 140TH ST.	8,688.33
	14	1665 E. 140TH ST.	7,800.00
	15	1659 E. 140TH ST.	7,800.00
	16	1653 E. 140TH ST.	7,800.00
	17	1647 E. 140TH ST.	7,800.00
	18	13933 S. KENOSHA AVE. / 1641 E. 140TH ST.	9,677.13
	19	13927 S. IROQUOIS AVE.	7,920.00
5	20	13921 S. IROQUOIS AVE.	7,800.00
	21	13915 S. IROQUOIS AVE.	7,800.00
	22	13909 S. IROQUOIS AVE.	8,552.33
	23	13903 S. IROQUOIS AVE.	10,976.84
	1	1656 E. 140TH PL.	8,904.25
	2	1662 E. 140TH PL.	8,385.00
	3	1668 E. 140TH PL.	8,385.00
	4	1674 E. 140TH PL.	7,950.72
	5	1680 E. 140TH PL.	11,526.62
	6	14027 S. KENOSHA AVE.	10,478.08
6	7	14021 S. KENOSHA AVE.	8,063.99
	8	14015 S. KENOSHA AVE.	7,800.00
	9	14009 S. KENOSHA AVE.	7,800.00
	10	14003 S. KENOSHA AVE.	7,800.00
	11	13941 S. KENOSHA AVE.	7,800.00
	12	13935 S. KENOSHA AVE. / 1684 E. 139TH PL.	8,265.87
	1	14019 S. KENOSHA AVE. / 1639 E. 140TH PL.	7,800.00
	2	1405 E. 140TH PL.	7,800.00
	3	1651 E. 140TH PL.	7,800.00
	4	1657 E. 140TH PL.	7,800.00

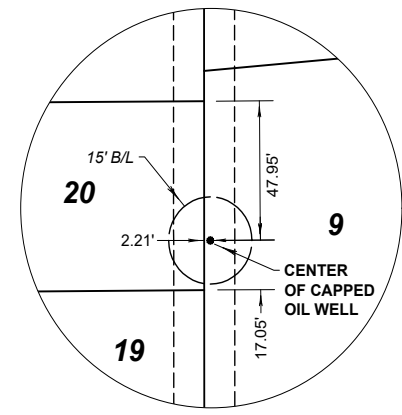


Line Table

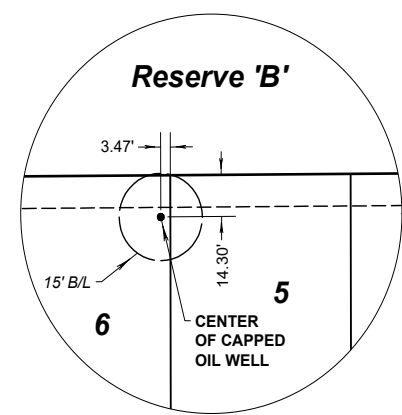
LINE	BEARING	DISTANCE
L1	N 00°06'52" W	20.00'
L2	N 00°06'52" W	198.39'
L3	N 00°06'52" W	45.00'
L4	N 89°34'38" E	67.57'
L5	S 89°34'38" W	125.00'
L6	N 00°06'52" W	190.00'
L7	S 89°34'38" W	162.00'
L8	N 00°06'52" W	333.30'
L9	S 89°34'38" W	151.76'
L10	S 89°34'38" W	373.36'
L11	N 00°06'52" W	152.41'
L12	N 89°34'38" E	30.81'
L13	N 00°06'52" W	190.00'
L14	N 00°06'52" W	698.40'
L15	N 89°34'38" E	373.65'
L16	S 89°34'38" W	373.76'
L17	S 89°34'38" W	373.36'
L18	S 89°34'38" W	373.36'
L19	S 89°34'38" W	373.36'
L20	S 89°34'38" W	373.36'
L21	S 89°34'38" W	373.36'
L22	S 89°34'38" W	373.36'
L23	S 89°34'38" W	373.36'
L24	S 89°34'38" W	373.36'
L25	S 89°34'38" W	373.36'
L26	S 89°34'38" W	373.36'
L27	S 89°34'38" W	373.36'
L28	S 89°34'38" W	373.36'
L29	S 89°34'38" W	373.36'
L30	S 89°34'38" W	373.36'
L31	S 89°34'38" W	373.36'
L32	S 89°34'38" W	373.36'
L33	S 89°34'38" W	373.36'
L34	S 89°34'38" W	373.36'
L35	S 89°34'38" W	373.36'
L36	S 89°34'38" W	373.36'
L37	S 89°34'38" W	373.36'
L38	S 89°34'38" W	373.36'
L39	S 89°34'38" W	373.36'



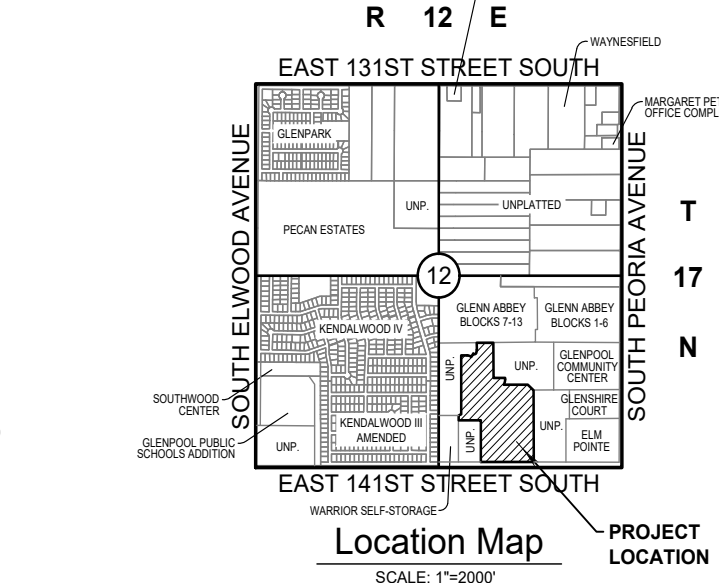
DETAIL 'A'
SCALE: 1"=50'



DETAIL 'B'
SCALE: 1"=50'



DETAIL 'C'
SCALE: 1"=50'



Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	151.63'	175.00'	49°38'44"	N 24°42'30" E	148.93'
C2	20.00'	25.00'	88°54'36"	S 82°29'38" E	27.44'
C3	45.15'	25.00'	82°31'54"	N 11°25'16" W	35.97'
C4	148.25'	125.00'	67°02'03"	S 33°27'45" W	138.05'
C5	148.38'	125.00'	67°02'03"	N 53°12'58" E	138.16'
C6	8.46'	175.00'	2°46'13"	S 65°35'40" W	8.46'
C7	130.92'	182.00'	41°12'53"	N 69°48'56" W	128.11'
C8	79.01'	132.00'	32°56'44"	N 73°50'30" W	74.96'
C9	105.81'	175.00'	34°38'33"	S 17°15'59" W	104.21'
C10	127.53'	175.00'	41°40'08"	N 48°03'12" E	124.72'
C11	18.20'	25.00'	37°07'10"	S 18°26'43" W	15.91'
C12	18.20'	25.00'	37°07'10"	N 71°01'03" E	15.91'
C13	39.40'	25.00'	80°19'50"	N 45°16'07" W	35.45'
C14	143.59'	50.00'	164°32'49"	N 45°16'07" W	99.09'
C15	39.40'	25.00'	80°19'50"	S 45°08'52" E	35.36'
C16	39.40'	25.00'	80°19'50"	S 44°51'08" W	35.36'
C17	39.40'	25.00'	80°19'50"	N 44°43'53" E	35.26'
C18	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C19	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C20	241.19'	50.00'	278°22'46"	S 00°25'22" E	66.67'
C21	39.40'	25.00'	80°19'50"	N 45°16'07" W	35.45'
C22	16.32'	25.00'	37°27'35"	S 16°49'40" E	16.03'
C23	13.52'	25.00'	37°27'35"	N 17°12'54" W	13.03'
C24	143.53'	50.00'	164°28'49"	N 44°43'53" E	99.09'
C25	39.40'	25.00'	80°19'50"	N 44°43'53" E	35.26'
C26	39.40'	25.00'	80°19'50"	S 44°43'53" W	35.26'
C27	39.40'	25.00'	80°22'05"	S 45°14'19" E	35.47'
C28	39.40'	25.00'	80°22'05"	N 44°43'53" E	35.47'
C29	39.40'	25.00'	80°22'05"	N 45°14'19" W	35.47'
C30	39.40'	25.00'	80°22'05"	S 44°45'41" W	35.24'
C31	15.16'	25.00'	37°05'44"	S 71°01'51" W	15.90'
C32	39.40'	25.00'	80°22'05"	S 45°14'19" E	35.47'
C33	16.16'	25.00'	37°05'44"	N 16°29'30" E	15.90'
C34	143.60'	50.00'	164°28'12"	S 45°14'19" E	99.09'
C35	39.40'	25.00'	80°19'50"	N 45°16'07" W	35.45'
C36	100.36'	175.00'	34°38'33"	S 17°15'59" W	104.21'
C37	38.62'	25.00'	88°17'25"	N 09°41'43" W	34.82'
C38	39.40'	25.00'	80°22'05"	S 45°14'19" E	35.47'
C39	39.40'	25.00'	80°22'05"	N 44°45'41" E	35.24'
C40	241.19'	50.00'	278°22'46"	S 00°25'22" E	66.67'
C41	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C42	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C43	108.18'	125.00'	49°38'50"	S 24°44'17" W	104.83'
C44	37.70'	12.00'	180°00'00"	S 89°53'08" W	37.00'
C45	37.70'	12.00'	180°00'00"	N 89°53'08" E	24.00'
C46	55.17'	35.00'	80°19'50"	N 00°06'52" E	46.63'
C47	55.74'	35.00'	80°19'50"	N 44°43'53" E	45.36'

FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON _____

MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE SIGNATURES OF THE MAYOR AND VICE MAYOR DO NOT APPEAR ON THE CITY OF GLENPOOL PLAT.

CITY MANAGER

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

STATE OF OKLAHOMA

COUNTY OF TULSA

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2018

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

PUD 34
Glenn Hills Blocks 1-6
Sheet 1 of 3
October 29, 2018

Deed of Dedication & Restrictive Covenants

GLENN HILLS BLOCKS 1-6
PLANNED UNIT DEVELOPMENT NO. 34

KNOW ALL MEN BY THESE PRESENTS:

THAT K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 1280.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°34'38" WEST 784.23 FEET, THENCE NORTH 0°03'17" WEST 683.40 FEET, THENCE SOUTH 89°34'38" WEST 320.00 FEET, THENCE NORTH 0°03'17" WEST 87.36 FEET, THENCE NORTH 66°06'22" EAST 40.47 FEET, THENCE NORTH 0°03'17" WEST 612.75 FEET, THENCE NORTH 89°34'38" EAST 85.25 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 63.84 FEET, A CHORD BEARING OF SOUTH 72°00'07" EAST AND A CHORD LENGTH OF 62.76 FEET, THENCE NORTH 36°09'07" EAST 60.00 FEET, THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'30" EAST AND A CHORD LENGTH OF 4.28 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 46.19 FEET, A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.89 FEET TO A POINT OF COMPOUND CURVATURE, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 48.09 FEET, A CHORD BEARING OF NORTH 10°54'26" EAST AND A CHORD LENGTH OF 47.80 FEET, THENCE NORTH 00°06'52" WEST 65.63 FEET TO THE SOUTH LINE OF GLENN ARBEE BLOCKS 7 THRU 13, THENCE NORTH 89°34'38" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.59 FEET, THENCE SOUTH 00°06'52" EAST 485.27 FEET, THENCE NORTH 89°34'38" EAST 170.00 FEET, THENCE SOUTH 00°06'49" EAST 20.33 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.40 FEET, A CHORD BEARING OF SOUTH 12°33'28" WEST AND A CHORD LENGTH OF 76.77 FEET, THENCE NORTH 89°34'38" EAST 341.85 FEET, THENCE SOUTH 47°09'36" EAST 116.14 FEET, THENCE SOUTH 00°06'52" EAST 1080.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTH 50.00 FEET THEREOF.

SAID TRACT OF LAND CONTAINS 1,217,368.36 SQUARE FEET OR 27.86 ACRES.

BASIS FOR BEARING - THE SOUTH LINE OF THE SE¼ OF SECTION 12, T-17-N, R-12-E AS SOUTH 89°34'38" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GLENN HILLS BLOCKS 1-6", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

UNDERGROUND SERVICE

OVERHEAD POLES MAY BE LOCATED ALONG THE SOUTH PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND/OR GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT OR RESERVE AREA IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND APPURTENANCE OR STRUCTURES, SANITARY SEWER MAINS AND STRUCTURES AND STORM SEWERS AND ASSOCIATED STRUCTURES IN THIS SUBDIVISION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, OKLAHOMA, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT OR RESERVE AREA DEPICTED ON THE PLAT OF GLENN HILLS BLOCKS 1-6, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS OR RESERVE AREAS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

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

F. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS (INDIVIDUALLY A "DRAINAGE EASEMENT" AND COLLECTIVELY THE "DRAINAGE EASEMENTS") DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS AND MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THIS DEED OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA.
- THE OWNER OF EACH LOT OR RESERVE AREA UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
- IN THE EVENT THE LOT OR RESERVE AREA OWNER(S) SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN AN OVERLAND DRAINAGE EASEMENT, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE FROM THE FINISHED CONTOURS EXISTING AT THE TIME OF THE COMPLETION OF THE DRAINAGE INFRASTRUCTURE AND APPROVAL OF SAME BY THE CITY OF GLENPOOL, OKLAHOMA, THE CITY OF GLENPOOL, OKLAHOMA, THE ASSOCIATION OR THEIR DESIGNATED CONTRACTOR(S) MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION, AND THE COST THEREOF SHALL BE PAID BY SUCH LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, OKLAHOMA AND/OR THE ASSOCIATION, AS THE CASE MAY BE, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT OR RESERVE AREA, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE RESPECTIVE LIEN CLAIMANT.

G. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, A PERPETUAL STORM WATER DETENTION EASEMENT ON, OVER AND ACROSS RESERVE AREAS "A" AND "B" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS AND STREETS WITHIN THE SUBDIVISION, AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.
- STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORM WATER DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE STORM WATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE STORM WATER DETENTION EASEMENT AREAS SHALL BE MOVED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 6 WEEKS.
- IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

H. RESERVE AREAS "A" AND "B"

RESERVE AREAS "A" AND "B" ARE HEREBY DEDICATED AS STORM WATER DETENTION EASEMENTS AND UTILITY EASEMENTS, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING STORM WATER DETENTION FACILITIES, UTILITIES, OPEN SPACE, RECREATIONAL FACILITIES, AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

I. RESERVE AREA "C"

RESERVE AREA "C" IS HEREBY DEDICATED AS A UTILITY EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSE OF MAINTAINING UTILITIES, OPEN SPACE, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

J. RESERVE AREAS "D" AND "E"

RESERVE AREAS "D" AND "E" ARE HEREBY DEDICATED AS FENCE AND LANDSCAPE EASEMENTS, AND SHALL BE ESTABLISHED FOR THE PURPOSE OF MAINTAINING LANDSCAPING, ENTRY FEATURES, WALLS AND APPURTENANCES, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

K. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO GLENN HILLS BLOCKS 1-6 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL PLANNING COMMISSION AND THE GLENPOOL CITY COUNCIL PER CITY OF GLENPOOL SUBDIVISION REGULATIONS, SECTION 12617.A. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GLENN HILLS BLOCKS 1-6" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 34), AS PROVIDED WITHIN SECTION 1001 OF TITLE, GLENPOOL, REVISED ORDINANCES, AS THE SAME EXISTED ON DECEMBER 13, 2016, (HEREINAFTER THE "GLENPOOL ZONING CODE"), AND

WHEREAS PUD 34 WAS AFFIRMATIVELY RECOMMENDED BY THE GLENPOOL PLANNING COMMISSION ON NOVEMBER 14, 2016 AND APPROVED BY THE GLENPOOL CITY COUNCIL ON DECEMBER 13, 2016 (ORDINANCE NO. 729 AN ORDINANCE AMENDING ORDINANCE NO. 458), AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, NURSING TO AND ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (GLENN HILLS BLOCKS 1-6), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 28.82 ACRES (1,255,578.7 SQUARE FEET)

EXISTING ZONING: PUD 34 / RS-4

PUD 34 DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN GLENN HILLS BLOCKS 1-6:

PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES AND ACTIVITIES GENERALLY FOUND WITHIN MASTER-PLANNED RESIDENTIAL COMMUNITIES.

MINIMUM LOT WIDTH: 65 FEET

MINIMUM LOT AREA: 7,800 SQUARE FEET

MINIMUM FRONT YARD SETBACK: 25 FEET

MINIMUM REAR YARD SETBACK: 20 FEET

MINIMUM REAR YARD SETBACK FROM ARTERIAL STREET: 30 FEET

MINIMUM SIDE YARD SETBACK: 5 FEET

ALL OTHER YARDS ABUTTING A PUBLIC STREET: 15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED

IF A SIDE ENTRY GARAGE IS PROPOSED, THE BUILDING WALL CONTAINING THE GARAGE DOOR SHALL BE SET A MINIMUM OF 20 FEET FROM THE STREET RIGHT OF WAY.

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES, WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AIR CONDITIONING PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 5' SIDE YARD.

MINIMUM DWELLING SIZE: MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.

MAXIMUM STRUCTURE HEIGHT: 35 FEET

SECTION III. PRIVATE RESTRICTIONS

A. USES OF LAND

- LOT USE: ALL RESIDENTIAL LOTS OF GLENN HILLS SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES. SUBJECT TO THE TERMS, CONDITIONS, AND PROVISIONS OF [PUD], WHICH ARE THE USES PERMITTED BY RIGHT OR SPECIAL EXCEPTION IN RS-4 ZONING DISTRICTS. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE, AND NO BUSINESS OR BUILDING OF ANY KIND WHATSOEVER SHALL BE ERECTED OR MAINTAINED THEREON, EXCEPT SINGLE-FAMILY RESIDENCES. PROVIDED, AN OWNER MAY UTILIZE A "HOME OFFICE" FOR BUSINESS PURPOSES AS LONG AS BUSINESS VISITORS, GUESTS, AND CUSTOMERS DO NOT VISIT THE OWNERS' LOT, AND COMMERCIAL VEHICLES DO NOT REGULARLY DELIVER SUPPLIES OR MATERIALS AND SUCH BUSINESS ACTIVITIES ARE CONDUCTED IN A MANNER WHICH DOES NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF SURROUNDING OWNERS. PROVIDED, HOWEVER, THE OWNER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED (INCLUDING A TEMPORARY PARKING LOT) BY A BUILDER FOR A FIXED TIME PERIOD, AT THE OWNER'S SOLE DISCRETION. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT, WHICH EXCEEDS TWO (2) STORES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE OWNER MAY BE MOVED onto A LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN GLENN HILLS, EXCEPT THAT THE OWNER OR ITS DESIGNEE(S) MAY USE A MOBILE HOME AS A TEMPORARY SALES OFFICE.

- RESERVE AREA - "RESERVE AREA", AS REFLECTED ON THE RECORDED PLAT OF GLENN HILLS, SHALL BE USED AS COMMON AREA ONLY. THE COMMON AREA HAS BEEN GRANTED BY OWNER AS A PERPETUAL EASEMENT FOR THE PURPOSES OF PEDESTRIAN ACCESS, OPEN AREA, ROADWAYS, PARK AREA AND RELATED AMENITIES, AND FOR PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE LOTS WITHIN GLENN HILLS AND SUBDIVISIONS WITHIN GLENN HILLS [PUD]. DRAINAGE FACILITIES CONSTRUCTED IN SAID COMMON AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OR THE CITY OF GLENPOOL, OKLAHOMA. SAID DRAINAGEWAY AREA AND FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGEWAY AREA AND FACILITIES, THE CITY OF GLENPOOL, OKLAHOMA MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE ASSESSED IN THE SAME MANNER AS SPECIAL ASSESSMENTS AGAINST ALL MEMBERS OF THE ASSOCIATION. ALL LOT OWNERS WITHIN EACH PHASE OF GLENN HILLS [PUD] SHALL HAVE ACCESS TO THE PARK AREA, PLAYGROUND EQUIPMENT, SWIMMING POOL AND CLUBHOUSE WITHIN ANY COMMON AREA OF EACH PHASE OF THE GLENN HILLS [PUD]. ACCESS BY ANY LOT OWNER WITHIN ANY PHASE OF THE GLENN HILLS [PUD] TO A PARTICULAR COMMON AREA OF THE GLENN HILLS [PUD] SHALL BE SUBJECT NOT ONLY TO MEMBERSHIP IN THE ASSOCIATION, BUT ALSO TO PAYMENT OF THE ASSESSMENTS (INCLUDING SPECIAL ASSESSMENTS) DESCRIBED IN ARTICLE V HEREOF.

- NUISANCE: NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON UPON ANY LOT OR THE COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH CAUSES A NOISE OR ANNOYANCE TO THE NEIGHBORHOOD. NO EXTERIOR SPEAKERS, NOISE OR VIBRATION, SHALL BE USED, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A LOT. ACTIVITIES EXPRESSLY PROHIBITED ON LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

- ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD, DOMESTIC PETS AND THE SUCKLING YOUNG OF SAID ANIMALS; PROVIDED, HOWEVER, THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE OWNER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE LEVIED BY THE ASSOCIATION IN AN AMOUNT DETERMINED BY THE ASSOCIATION IN ACCORDANCE WITH ITS ESTABLISHED RULES AND REGULATIONS (NOT TO EXCEED \$100.00 PER DAY), AND/OR TO SUCH OTHER ACTIONS AS THE ASSOCIATION MAY DETERMINE APPROPRIATE. THE AMOUNT OF SUCH FINE, IF NOT PAID BY ITS DUE DATE, SHALL BECOME A LIEN UPON THE OWNERS LOT AND SUBJECT TO ENFORCEMENT AND FORECLOSURE AS SET FORTH IN ARTICLE V HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. WHENEVER IN THE OPINION OF THE OWNER OR BOARD OF DIRECTORS OR AUTHORIZED COMMITTEE OF THE ASSOCIATION, AN ANIMAL IS DEEMED OFFENSIVE TO SURROUNDING PROPERTY OWNERS AND/OR A NUISANCE TO THE PUBLIC, THE OWNER OF SUCH ANIMAL SHALL REMEDY SUCH EXCESSIVE NOISE OR NUISANCE WITHIN FORTY-FOUR (48) HOURS FROM THE DATE NOTICE (ORAL OR WRITTEN) IS DELIVERED TO SUCH OWNER BY THE OWNER OR THE ASSOCIATION. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS, SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION, SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. NO EXOTIC ANIMALS SHALL BE PERMITTED ON ANY LOT OR THE COMMON AREAS; PROVIDED, HOWEVER, DOMESTIC PETS SHALL BE PERMITTED WITHIN THE COMMON AREAS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION. UNLEASHED ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE COMMON AREA, ANY PARK AREAS OR RESERVE AREAS, AND AT THE OPTION OF THE OWNER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

- MAINTENANCE: ALL LOTS AND IMPROVEMENTS THEREON, INCLUDING BUT NOT LIMITED TO, THE RESIDENTIAL STRUCTURE, OUT BUILDING, IF ANY, FENCES, IF ANY, LANDSCAPING AND OTHER IMPROVEMENTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION. ALL LOTS SHALL BE KEPT FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS. ALL STRUCTURES, LANDSCAPING AND IMPROVEMENTS PLACED UPON ANY LOT SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR AT ALL TIMES. EACH LOT SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF OWNER AND/OR ITS DESIGNEES FOR ACCESS TO MAKE REASONABLE GRADING AND REPAIR WORK, AS WELL AS TO ALLOW FOR THE FREE FLOW OF STORM WATER ACROSS PORTIONS OF SUCH LOT; SUCH ENTRY SHALL BE MADE ONLY AT REASONABLE TIMES AND WITH AS LITTLE INCONVENIENCE AS POSSIBLE TO THE OWNER OF THE LOT BEING ENTERED, AND WITH ADVANCE NOTICE TO SUCH OWNER. SUCH EASEMENT SHALL NOT PERMIT ENTRY INTO ANY RESIDENCE OR GARAGE, AND ANY DAMAGE CAUSED TO THE LOT OR ADJOINING PROPERTY ENTERED BY VIRTUE OF USE OF SUCH EASEMENT SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE OWNER WHOSE PROPERTY WAS THE OBJECT OF THE REPAIR WORK. ALL YARD EQUIPMENT SHALL BE SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. MAINTENANCE OF RESIDENTIAL STRUCTURES AND LOTS SHALL ALSO COMPLY WITH RULES AND REGULATIONS PUBLISHED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO ARCHITECTURAL CONTROL REQUIREMENTS; PROVIDED, HOWEVER, THE OWNER RESERVES CONTROL OVER ALL ARCHITECTURAL REQUIREMENTS RELATING TO THE CONSTRUCTION OF ALL IMPROVEMENTS UNTIL SUCH TIME AS THE LOT OR COMMON AREA CONTAINING SUCH STRUCTURE IS TRANSFERRED TO AN OWNER OCCUPANT OR THE ASSOCIATION, RESPECTIVELY. UPON SUCH TRANSFER TO AN OWNER OCCUPANT OR THE ASSOCIATION, AS THE CASE MAY BE, NO BUILDING, RESIDENCE, FENCE, WALL, OR OTHER STRUCTURAL OR LANDSCAPING IMPROVEMENT SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY OF THE LOTS WITHIN GLENN HILLS, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, OR CHANGE IN THE EXTERIOR APPEARANCE THEREOF, OR MAJOR CHANGE IN LANDSCAPING BE MADE, UNTIL SUCH MATTER IS APPROVED IN WRITING BY THE ASSOCIATION'S BOARD OF DIRECTORS.

- WIND GENERATORS; SOLAR COLLECTORS: NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON THE COMMON AREA OR ANY OTHER RESERVE. FURTHER, NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT OR RESIDENCE THEREON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER OR THE ASSOCIATION IN ADVANCE OF ITS INSTALLATION.

- CLOTHES LINES: THE DRYING OF CLOTHES ON ANY LOT IN PUBLIC VIEW IS PROHIBITED.

- STORAGE: NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE ON ANY LOT SHALL BE PERMITTED; PROVIDED, HOWEVER, BUILDING MATERIALS MAY BE STORED ON A LOT FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

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9. WASTE: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL, AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER WHICH SHALL BE KEPT ON SUCH LOT AND STORED FROM PUBLIC VIEW UNTIL SUCH DAY AS MAY BE DESIGNATED FOR COLLECTION OF SUCH CONTAINERS OR MATERIAL. ALL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOVED TO THE STREET BY THE OWNER OF SAID LOT. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

10. COMPLIANCE WITH LAWS: EACH OWNER SHALL COMPLY WITH ALL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS OF FEDERAL, STATE OR MUNICIPAL GOVERNMENTS OR AUTHORITIES, INCLUDING THE MUNICIPAL CODES OF THE CITY OF GLENPOOL, OKLAHOMA, AND REQUIREMENTS APPLICABLE TO USE, ZONING, OCCUPANCY OF THE LOT AND PREMISES AND MAINTENANCE OF IMPROVEMENT THEREON. FURTHERMORE, THE PLAT OF GLENN HILLS AND ALL CONSTRUCTION AND OTHER ACTIVITY RELATIVE THERETO SHALL BE SUBJECT TO AND IN CONFORMITY WITH THE [PUD] AND ANY SUPPLEMENTS OR ADDENDUMS THERETO.

B. ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

1. PLANS AND SPECIFICATIONS: A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS INCLUDING MATERIALS FOR ANY STRUCTURE PROPOSED TO BE ERECTED MUST FIRST BE SUBMITTED TO THE OWNER AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE OWNER OR ITS AGENT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS IN GLENN HILLS. IN ADDITION, UNLESS WAIVED BY THE OWNER IN WRITING, BASED ON HARSHSHIP, ECONOMIC CONSIDERATIONS OR OTHER REASONS WHICH WILL NOT INTERFERE WITH THE HARMONY OF DESIGN OR DIMINISH PROPERTY VALUES IN THE NEIGHBORHOOD, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN GLENN HILLS:

- a. DWELLING SIZE: ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,500 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. IN THE EVENT OF A DWELLING HAVING MORE THAN ONE (1) STORY, THERE SHALL BE A MINIMUM OF 1,800 SQUARE FEET OF FLOOR SPACE WITH A MINIMUM OF 1,400 SQUARE FEET ON THE FIRST STORY, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.
- b. MASONRY: ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE REMAINING EXTERIOR WALLS (UP TO THE FIRST FLOOR PLATE LINE) THEREOF COMPRISED OF BRICK, STONE OR MASONRY SIDING; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE OWNER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.
- c. GARAGES: ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSIBLE BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.
- d. PATIO ROOF: ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SINGLE COLOR AND FINISH AS THE RESIDENCE.
- e. DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) FEET IN WIDTH.
- f. MAILBOXES: ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH A WRITTEN PLAN/DIAGRAM AND SPECIFICATIONS TO BE APPROVED BY OWNER PRIOR TO CONSTRUCTION.
- g. ROOF PITCH, MATERIALS: ROOF PITCH SHALL BE A MINIMUM OF 8/12 PITCH AND ROOF MATERIALS SHALL BE HERITAGE II OR COMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY, AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE OWNER PRIOR TO INSTALLATION.
- h. SODDING/LANDSCAPING: THE FRONT, BACK AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.
- i. HEATING AND AIR CONDITIONING REQUIREMENTS: ALL RESIDENCES IN GLENN HILLS SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR SYSTEMS. NO PORTABLE WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED.

2. NO WARRANTY AS TO PLANS: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE OWNER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY PLANS OR SPECIFICATIONS HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE OWNER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE OWNER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE OWNER, TO INSURE THAT SUCH OWNERS' GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT CODES, COVENANTS AND RESTRICTIONS IMPOSED UPON GLENN HILLS.

3. FENCES: NO FRONT YARD FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER. EXCEPT AS DESCRIBED IN ANY FENCE SHALL BE SIX (6) FEET IN HEIGHT AND MADE OF WOOD PRIVACY FENCING. NO FENCES SHALL BE CONSTRUCTED UPON WALKWAYS OR ACCESS EASEMENTS, WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. A FENCE MUST BE ERECTED AND WELL-MAINTAINED BETWEEN EACH HOUSE FROM THE SIDE OF THE HOUSE EXTENDING TO EACH RESPECTIVE OWNERS LOT LINE. SAID FENCE SHOULD BE INSTALLED SO AS TO PREVENT A VIEW INTO THE BACK YARD OF A LOT FROM THE STREET FRONTING THE LOT. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE AREAS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. FURTHERMORE, WOOD PRIVACY FENCES SHALL, IF NECESSARY, BE TRIMMED AT THE BOTTOM OF THE FENCE SO AS TO PERMIT STORM WATER TO RUN UNDER THE FENCE TO AN AREA WITH A LOWER GRADE OF ELEVATION. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE ON THE LOT. ON CORNER LOTS, SIDE YARD FENCES SHALL BE INSTALLED AND WELL-MAINTAINED, SO AS TO PREVENT A VIEW INTO THE BACK YARD FROM THE STREET RUNNING ALONG THE SIDE OF THE STRUCTURE. SIDE YARD FENCES CAN BE NO CLOSER TO THE STREET THAN FIVE (5) FEET FROM THE PROPERTY LINE FOR THAT SIDE YARD.

- a. THE OWNER RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION, TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION, WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION.
- b. IN THE EVENT A SIDE OR REAR FENCE IS CONSTRUCTED ADJACENT TO A RESERVE AREA, THE OWNERS OF SUCH LOTS SHALL CONSTRUCT A WOOD RAIL WITH ATTACHED BLACK COATED CHAIN LINK FENCE ALONG SUCH SIDE AND/OR REAR YARD(S) WHICH ABUTS A RESERVE.
- c. THE OWNER/DEVELOPER, IN ITS SOLE DISCRETION, RESERVES THE RIGHT AND EASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE ASSOCIATION.
- d. ALL OTHER FENCES SHALL BE A WOOD PRIVACY EXCEPT THE OWNER MAY, IN ITS SOLE DISCRETION, APPROVE IN WRITING THE USE OF AN ALTERNATIVE FENCING MATERIAL ON A CASE BY CASE BASIS. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED IN ANY AREA OF THE SUBDIVISION. NO FENCE OVER SIX FEET (6) TALL IS PERMITTED UNLESS APPROVED BY THE OWNER IN WRITING. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT EXTEND BEYOND SEVEN AND ONE-HALF (7.5) FEET FROM THE EXTERIOR SIDELINES AND SHALL BE WOOD PRIVACY FENCING.
- e. ALL FENCING SHALL BE APPROVED BY THE OWNER/DEVELOPER IN WRITING PRIOR TO ITS CONSTRUCTION; PROVIDED, HOWEVER, UPON THE TRANSFER OF A LOT TO AN OWNER OCCUPANT, THE CONSTRUCTION, REPAIR OR REPLACEMENT OF ANY FENCE AND THE MATERIALS USED THEREFOR UPON SUCH LOT SHALL BE APPROVED BY THE ASSOCIATION IN WRITING PRIOR TO SUCH CONSTRUCTION, REPAIR OR REPLACEMENT. ALL FENCES WITHIN GLENN HILLS SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF. THE OWNER RESERVES THE RIGHT, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE OWNER, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF.
- f. OUTBUILDINGS: NO PORTABLE STORAGE OR OTHER OUT BUILDINGS ARE ALLOWED.
- g. ANTENNAE: NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE OWNER. SATELLITE DISHES PERMITTED HEREIN SHALL BE INSTALLED AND MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM STREETS IN FRONT OF SAID STRUCTURE.
- h. NOISE POLLUTION: EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE-FAMILY RESIDENCES AS MAY BE REQUIRED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY.

C. PARKING, STORAGE AND EASEMENTS

- 1. VEHICLES, BOATS, RVs: NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY RESIDENTIAL LOT FOR MORE THAN FORTY-EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT IN A GARAGE OR OTHERWISE COMPLETELY SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY BY PRIVACY FENCING NOT TO EXCEED 6 FEET IN HEIGHT. VEHICLES SHALL NOT BE KEPT, PARKED OR STOOD ON THE YARD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD ON ANY STREET, NOR IN ANY MANNER WHICH IMPAIRS OR IMPEDS SIDEWALK USE. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF VEHICLES.
- 2. EASEMENTS: THE OWNER RESERVES FOR ITSELF, FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN, OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED, IN AND ON THE AREAS INDICATED ON THE PLAT AS EASEMENTS, SEWER AND OTHER PIPES, CONDUITS, POLES AND WIRES, AND ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY QUASI-PUBLIC UTILITY OR FUNCTION ABOVE OR BENEATH THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND

MAINTENANCE. THE OWNER OF ANY LOT ADJUTING THE COMMON AREA AND WHO MUST, IN ORDER TO AVAIL HIMSELF OF UTILITIES, ENTER AND/OR CROSS THE COMMON AREA, SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT, FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLD OWNER AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY, PROVIDED, WHERE NECESSARY, FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE, PARTY WALL, OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNERS LOT, THE PROCEDURES SET FORTH IN ARTICLE VI, PARAGRAPH 5 ABOVE SHALL APPLY.

3. DRAINAGE: EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE OWNER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OR CURING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

D. RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

NO RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING OF GLENN HILLS MAY BE DONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER UNTIL SUCH TIME AS IT HAS SOLD ALL THE LOTS AFTER WHICH CONSENT OF THE ASSOCIATION SHALL BE REQUIRED FOR SUCH ACTION.

E. SIGNS AND BILLBOARDS

NO SIGNS OR BILLBOARDS ARE ALLOWED ON A LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER, PROVIDED THAT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID LOT, OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, SHALL BE PERMITTED. NOTWITHSTANDING THE FOREGOING, THE OWNER, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE OWNER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE OWNER OR ITS DESIGNEES.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL DWELLING LOT OWNERS OF THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. ALL AS AS TO THE ADVERSE EFFECTS OF THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS OF MORTGAGE LOANS, TO THE EXTENT OF THE ADVERSE EFFECTS OF THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

D. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

OWNER'S RESERVED RIGHTS

- 1. **GENERAL:** IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER OR GRANTED TO OWNER UNDER THE PROVISIONS OF THE GLENN HILLS DEED OF DEDICATION OR THIS DECLARATION, OWNER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE OWNER'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FORM AND AFTER SUCH TIME AS OWNER IS NO LONGER VESTED WITH CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS, AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE OWNER SHALL VEST IN THE ASSOCIATION; PROVIDED, HOWEVER, NOTHING SHALL PROHIBIT THE OWNER FROM TRANSFERRING ANY OF OWNERS RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO OWNER BEING DIVESTED OF TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS, ALL AS OWNER AND THE ASSOCIATION SHALL MUTUALLY AGREE BY EXPRESS WRITTEN AGREEMENT.
- 2. **PROMOTION OF GLENN HILLS:** IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN GLENN HILLS: (A) OWNER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS OWNER OWNS ANY LOT, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, ON OR TO SUCH PROPERTY AS OWNER MAY DETERMINE, TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER MAY DEEM ADVISABLE; AND (B) OWNER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
- 3. **CONSTRUCTION ON PROPERTY WITHIN THE SUBDIVISION:** OWNER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN GLENN HILLS AS OWNER DEEMS TO BE NECESSARY OR APPROPRIATE. THE OWNER MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS OWNER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER MAY REQUIRE. OWNER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
- 4. **OTHER RIGHTS:** OWNER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING GLENN HILLS WHICH OWNER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF OWNER UNDER THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE OWNER'S CHOICE INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION, TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE OWNER.
- 5. **ENFORCEMENT:** THE OWNER, ASSOCIATION, OR ANY OWNER, WHETHER ACTING JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION; PROVIDED, HOWEVER, THE OWNER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY CONDITION, COVENANT, RESTRICTION, RESERVATION, LIEN OR CHARGE THROUGH LEGAL PROCEEDINGS OR OTHERWISE. FAILURE BY THE OWNER, ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL, IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COVENANTS WHICH BIND RESERVES SHALL BE BINDING ON THE OWNER OF THE RESERVES; EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THE OWNER AND THE ASSOCIATION.
- 6. **REMEDIES:** IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, THE OWNER, ASSOCIATION AND ANY OWNER SHALL HAVE STANDINGS TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS.
- 7. **VARIANCE:** THE OWNER, IN ITS SOLE AND REASONABLE DISCRETION, SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED BY THESE COVENANTS, CONDITIONS AND RESTRICTIONS, AND TO WAIVE OR VARY THESE COVENANTS, CONDITIONS AND RESTRICTIONS BASED UPON CONDITIONS PECULIAR TO AN OWNERS PARTICULAR LOT OR CIRCUMSTANCES. UNTIL SUCH TIME AS THE OWNER HAS SOLD ALL OF ITS LOTS IN GLENN HILLS, THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT APPROVALS OR VARIANCES UPON THE PRIOR WRITTEN CONSENT OF THE OWNER. PROVIDED, HOWEVER, ANY VARIANCE GRANTED BY THE OWNER OR THE ASSOCIATION SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH VARIANCE, CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN GLENN HILLS, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE OWNER SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY.

8. **CORRECTION ASSESSMENT:** IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE OWNER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATION(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITHIN THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATION(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED IN ARTICLE V HEREIN.

9. **FLOOD CONTROL AND EASEMENTS:** THE FLOOD CONTROL AND DRAINAGE EASEMENTS WHICH MAY BE GRANTED BY OWNER IN GLENN HILLS ARE FOR DRAINAGE PURPOSES. IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS ON WHICH SUCH EASEMENTS ARE LOCATED TO MAINTAIN SUCH EASEMENT FOR DRAINAGE PURPOSES UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF DRAINAGE. PROVIDED, FURTHER, THAT NO OBSTRUCTION (E.G., NO BARBECUE PITS, SWIMMING POOLS, ETC.) TRASH OR OTHER DEBRIS SHALL BE PLACED ON OR WITHIN SAID EASEMENTS, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL, OR OTHER WORK BE CARRIED ON WITHOUT PERMISSION OF THE CITY OF GLENPOOL, OKLAHOMA, DEPARTMENT OF ENGINEERING. NO GRADING, SCRAPING, EXCAVATION OR OTHER RE-ARRANGING OR PUNCTURING OF THE SURFACE OF ANY LOT SHALL BE COMMENCED WHICH WILL OR MAY TEND TO INTERFERE WITH, ENCRUCH UPON OR ALTER, DISTURB OR DAMAGE ANY SURFACE OR SUBSURFACE UTILITY LINE, PIPE, WIRE OR EASEMENT, OR WHICH WILL OR MAY TEND TO DISTURB THE MINIMUM OR MAXIMUM SUB-SURFACE DEPTH REQUIREMENT OF ANY UTILITY LINE, PIPE, WIRE OR EASEMENT. NO OBSTRUCTION SHALL BE PLACED ON ANY LOT WHICH WOULD DIRECT STORM WATER ONTO ANOTHER OWNERS LOT OR ONTO ANY COMMON AREA.

10. **NO WAIVER:** THE FAILURE OF THE OWNER, ASSOCIATION, OWNER OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

11. **SEVERABILITY:** INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

12. **DISCLAIMER OF WARRANTY:** EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING GLENN HILLS, INCLUDING (WITHOUT LIMITATION) ANY COMMON AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

13. **BINDING EFFECT, AMENDMENT:** THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER, ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS FOR A TERM OF TEN (10) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME DURING THE FIRST TEN (10) YEAR PERIOD BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN SIXTY PERCENT (60%) OF THE LOTS, AND THEREAFTER AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

- a. **SPECIAL AMENDMENT:** THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THERewith; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO THE EXTENT OF THE ADVERSE EFFECTS OF THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO OWNER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT OR ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF, THE POWER TO OWNER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS OWNER HAS SOLD ALL OF ITS LOTS IN GLENN HILLS.
- b. **GENERAL AMENDMENTS:** UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, (I) THE PROVISIONS OF THIS PARAGRAPH 5 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF OWNER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF OWNER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

IN WITNESS WHEREOF: K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2018.

K & S DEVELOPMENTS, INC.
AN OKLAHOMA CORPORATION

ASTE:
PETE KOURTIS, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED PETE KOURTIS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS PRESIDENT, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "GLENN HILLS BLOCKS 1-8", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.



JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005569

PUD 34
Glenn Hills Blocks 1-8
Sheet 3 of 3
October 4, 2018

Regular Meeting - 03 Dec 2018 Minutes Attachment

STAFF REPORT:

THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

TO: Mayor Timothy Lee Fox and Honorable Councilors
Acting also as Chairman and Members of the Board of Directors of the Glenpool
Utility Services Authority

FROM: Lowell Peterson, City Attorney

DATE: December 3, 2018

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE
between the City of Glenpool, jointly with the Glenpool Utility Services Authority, and the
Creek County Rural Water District #2

Background

The City Council and the Glenpool Utility Services Authority Board are familiar with the Agreement of Compromise, Settlement and Release, effective May 15, 2015, which settled then-pending litigation with the Creek County Rural Water District #2 ("Creek-2"), and which provides that the parties will submit their respective records, to the extent applicable to the Settlement Agreement, to an independent auditor at the close of each fiscal year. The auditor is given 90 days in which to complete her or his audit report, and the parties are given an additional 90 days in which to submit, or forever and unconditionally waive, all claims one against the other.

During the performance of the audit for fiscal year 2017-2018, the auditor was informed of a certain "construction meter" for which the required Royalty payment was made, but there was no payment of the One-Time Connection Fee that is normally charged to a new customer in the Permissive Area when a connection is made to a water main. The City took the position that no such Connection Fee was rightfully due in the case where the connection was to a fire hydrant on a construction use for only temporary use. The City noted that charging such a Connection Fee in the case of a hydrant, and then again when the property connects permanently to a main, would be unequitable to the property developer. The Settlement Agreement makes no provision for this case and the parties never considered it at the time. Because the language of the Settlement Agreement does not make an exception for so-called "construction meters," legal counsel for Creek-2 took the position that such connections are to be treated no differently than permanent customer connections and a Connection Fee is due every time such a connection is made. With substantial bickering and negotiations between the lawyers, they managed to reach a compromise whereby Glenpool agrees to pay Creek-2 a *One-Time* Connection Fee for the use of any specific hydrant in the Permissive Area once it has been connected for use as a construction meter five times in any fiscal year. After that, no Connection Fee will ever be due for connections to that hydrant, no matter how many such connections or number of different users there may be. The parties also agreed to a somewhat cumbersome but workable method of keeping track of such usage for any hydrant in the Permissive Area.

Counsel for Creek-2 was authorized, and directed, by the Creek-2 Board to cooperate with your City Attorney in documenting a workable solution. We believe we have done that. It has not yet been seen or approved by the Creek-2 Board. Given past experience, I expect there may be some minor edits to the language of the amendment. I will, however, agree to make no changes to the substance of the agreement as described above.

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STAFF REPORT:

THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

The audit report for fiscal year 2017-2018 has been withheld pending resolution of this dispute. Once the parties execute a third amendment to the Settlement Agreement and report such resolution to the auditor, it will be released.

Recommendation:

I recommend that the Council and GUSA approve and authorize the Mayor/Chairman of the Board to execute the attached Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

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THIRD AMENDMENT TO THE
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Third Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Agreement of Compromise, Settlement and Release executed by the Parties in May, 2015, (the "Agreement").

WHEREAS, the Agreement provided in pertinent part, in Section 5 ("Definitions") as follows: "'Meter Connection Fee" shall mean the one-time fee to be paid by Glenpool to Creek-2 with respect to the installation/connection by Glenpool of new water meter connections within the Permissive Area as further provided in Section 6(c) of this Agreement."

WHEREAS, the Agreement provided in pertinent part, in Section 6(c) as follows: "Glenpool shall pay to Creek-2 a one-time Meter Connection Fee for each new metered connection added by Glenpool (or added by any agent, assignee, successor in interest or contractor for Glenpool) on and after the Effective Date within the Permissive Area..."

WHEREAS, an issue has arisen by and among the Parties, as to whether a metered connection made to a Hydrant is a "new metered connection" contemplated by the Agreement for which Glenpool is responsible for paying a one-time Meter Connection Fee. For purposes of this Amendment, "Hydrant" is defined to include any fire hydrant owned and/or operated by Glenpool for the purpose of providing fire protection/fire flow to residents of the City or for the City's own use, specifically within the Permissive Area (as the term Permissive Area is defined in the Agreement) which is utilized for the delivery of water to any third party (with or without compensation being paid to Glenpool for such delivery of water to any third party).

WHEREAS, the Parties desire for this Third Amendment to resolve all doubt and uncertainty as to when and under what circumstances a metered connection to a Hydrant shall result in an obligation for Glenpool to pay a one-time Meter Connection Fee.

NOW, THEREFORE, in consideration of the Parties' entering into this Agreement, the Parties do hereby acknowledge and expressly agree as follows:

1. The recitals (Whereas clauses) above are incorporated into this Third Amendment and made a part hereof, as if fully restated below.
2. In the event that (a) Glenpool permits any third party to connect to any particular Hydrant within the Permissive Area for any length of time, for the purpose of any third party receiving the delivery of water in any volume under any conditions or circumstances, and for any use of said water including but not limited to water for construction, vegetation watering, irrigation, washing, rinsing, oil/gas drilling/fracking, wholesale of water, re-sale of water or for any other

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purpose or use of any nature, and (b) such connection as recited in 2(a) above occurs (by the same third party or any different third party) five (5) or more times in any fiscal year (July 1 of any year through June 30 of the next), then in that event, Glenpool agrees that it is responsible to and shall pay a one-time Meter Connection Fee relative to said particular Hydrant to which the five (5) or more connections were made, within 30 days following the fifth (5th) connection. Creek-2 agrees that, subsequent to the fifth (5th) such connection as recited in 2(a) above, and payment by Glenpool of the one-time Meter Connection Fee as recited in 2(b) above, Glenpool shall have entirely fulfilled its obligation with respect to the payment of a Meter Connection Fee relative to said particular Hydrant and shall never thereafter be responsible for a Meter Connection Fee relative to said particular Hydrant. The issuance by Glenpool of any metering device to any third party for the purpose of connection to an identified Hydrant shall be deemed the commencement of a single connection; and return of the same metering device shall be deemed the termination of a single connection for purposes of this section 2 of this Agreement, without regard to whether such third party may detach and reattach such metering device during the term of the permitted use and regardless how brief or long the term of permitted use may be.

3. The Parties agree that any water delivered to any third party under any circumstances from a Hydrant within the Permissive Area is subject to Section 6(d) of the Agreement (payment of Royalty) regardless of how few or how many times a connection is made to the Hydrant during the same fiscal year, or any other time period, throughout the term of the Agreement.

4. Glenpool agrees that it shall maintain accurate records regarding the use of Hydrants within the Permissive Area as defined and described above, which shall consist of not less than: (a) the name and address of each person or entity making use of a Hydrant for the purpose of receiving the delivery of water, (b) the specific location and other identifying information of the Hydrant used for the delivery of water to any third party sufficient for Creek-2 and/or the auditor to locate and identify the Hydrant, (c) the date on which the metering device is issued, which shall, in accordance with section 2 of this Amendment, be deemed the date of a connection to a Hydrant in the Permissive Area, (d) the date on which the metering device is returned which shall, in accordance with section 2 of this Amendment, be deemed the date on which connection to the same Hydrant was terminated, and (e) identification of the specific metering device (by serial number or other identifying mark) used relative to measuring the flow of water delivered to any third party. Glenpool further agrees to provide such records described in this Section 4, to the auditor selected by the Parties with a copy to Creek-2 upon request of the auditor.

5. In all other respects, the Agreement and the First and Second Amendments to the Agreement shall remain in full force and effect and unmodified by this Third Amendment.

6. This Third Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

7. This Third Amendment is further conditioned upon approval or non-objection by Creek-2's lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

[Signatures Follow On The Next Page]

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CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Printed Name: Harvey Morris

Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____

Printed Name: Timothy Lee Fox

Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Printed Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees



To: Mayor and Council

From: David Tillotson, City Manager

Date: November 27, 2018

Re: OneVoice Agenda Endorsement

Background:

Annually, the Tulsa Regional Chamber works with its members to craft a legislative agenda for the upcoming year. This year both Susan and I worked with several OneVoice task forces on the plan and believe municipalities have been able to include several issues that would be beneficial in the agenda, two of which I will discuss briefly. The first is the continued call for municipal revenue diversification. As the Council is aware, municipalities in Oklahoma are the only state in the country that are forced to fund their operations through a single tax source, sales tax. The task force members I served with believe this issue is extremely important to strengthening local governments and improving the state's economic bedrock. The second item on the legislative agenda that would be beneficial to Glenpool specifically is the widening of Highway 75. Given the number of vehicles that travel through our city daily on Hwy 75 (approx. 47,000) any widening project would likely be beneficial for the City. There are several other items on the OneVoice agenda, some of which don't affect the City in any significant way, while others would. I have highlighted two of those that I consider important to our long-term prosperity and growth.

Staff Recommendation:

Staff recommends endorsement of the Tulsa Regional Chamber's OneVoice Legislative Agenda.

Attachments:

- OneVoice Legislative Agenda

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momadou Ceesay, Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



To: Mayor and Council

From: David Tillotson, City Manager 

Date: November 27, 2018

Re: ICSC RECON

Background:

The City has attended the ICSC RECON conference for the past several years. This event has allowed us to visit with specific retailers, developers and brokers to increase our economic development prospects. The event next year is being held May 19-22, 2019. The early bird registration rate would save us \$50.00 per registration over the advance rate, but it expires December 7th. This item is on the agenda to allow Council to determine which, if any, Council members will be attending the conference. Costs for the conference are \$610 per person prior to December 7th for registration plus hotel and meals.

Staff Recommendation:

Staff is not making a recommendation on this item.

Attachments:

- None

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



MEMORANDUM

DATE: DECEMBER 3, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

**RE: REQUEST FOR APPROVAL AND ACCEPTANCE OF CONTRACT BID FOR
SENIOR CITIZEN ACTIVITIES BUILDING IMPROVEMENT PROJECT**

BACKGROUND

This item is for City Council consideration and action regarding the review of the attached Bid Recommendation and associated Bid Tabulation listing the construction contract bids received November 5, 2018 covering improvements proposed for the Senior Citizen Activities Building in Black Gold Park. The basic improvement package covers the complete renovation of the existing kitchen and storage pantry, the installation of LED ceiling lighting throughout the building, and installing an ADA compliant exterior door actuator per the attached bid packages received from two local construction companies.

The improvements included in this project have been approved for funding through the 2018 Tulsa County Community Development Block Grant (CDBG) program managed by INCOG. The attached Contract Agreement was approved between the City of Glenpool and Tulsa County in September of 2018 and was based on a total estimated project cost of \$119,600. The contract specifies a maximum of \$115,351.50 will be paid by the Block Grant Program and the balance of the project cost - including Design Consultant fees, will be paid by the City. The construction and contract bid documents prepared by Helms & Associates Architects as the City's design consultant, were advertised and publicly bid accordingly. Bids for the project were received and publicly read on November 5, 2018. The attached Project Bid Tabulation lists the Contractors that submitted bids and the total bid price from each responder. As noted, 357, Inc, dba RECO Enterprises, is the low Bidder on the project with a total project price of \$114,875.00. The bid was submitted with the required Bid Bond covering 5% of the total bid amount and lists a sixty (60) day construction duration. Should the Council approve and accept the bid from RECO Enterprises, the City's portion of the total project cost will be \$4,500.00 associated with the architectural design covering the proposed improvements contracted with Helms & Associates Architects. Such design fee amount is to be funded from the FY 2018/2019 annual budget under item 01-6-14-6275 as was previously approved by Council on September 17, 2018.

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STAFF RECOMMENDATION

Staff recommends approval of the Contract Bid received from 357, Inc. dba RECO Enterprises; approval of the Notice of Contract Award; approval to enter into a construction Contract Agreement with this firm for a total amount not to exceed the contract bid price of \$114,875.00; and authorization be given to the City Manager to execute said Notice of Contract Award and the associated Contract Agreement accordingly.

Attachments:

Bid Recommendation
Project Bid Tabulation
Notice of Contract Award
Contract for Public Improvements – CDBG Program
Contract Bids

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November 7, 2018

City of Glenpool
Mr. Lynn Burrow
Director of Community Development
12205 S. Yukon
Glenpool, Oklahoma 74030

Re: Bid Recommendation for
City of Glenpool Senior Citizens Activity Center Renovation Project

Dear Mr. Burrow,

At 10:00 a.m. on Monday, November 5, 2018, Bids were received and read aloud for the City of Glenpool Senior Citizens Activity Center Renovation Project. Two Bids were received, publicly opened and read aloud. A Bid Tabulation is attached for your use along with the Bid Opening Sign-In Sheet.

The Lowest Responsible Base Bid was submitted by 357, Inc. dba RECO Enterprises, in the amount of \$114,875.00. The Architect's Estimate for the project was \$119,600.00. The original budget for the project was \$102,504.00. An additional \$13,000.00 in Grant Funds became available after the Grant was awarded bringing the total amount to \$115,351.50.

Our office has worked with RECO Enterprises on many projects, including other Senior Citizens Center renovations. They have always performed the work on time and in a professional manner.

Based upon the approved budget, it is my recommendation that the project be awarded to 357, Inc. dba RECO Enterprises in the amount of \$114,875.00.

Calendar Days were included as part of the Bid. The number of Calendar Days submitted by RECO Enterprises is 60. If Award of the Contract is approved by Glenpool City Council, it is anticipated that construction would begin January 7, 2019 so the existing facility is usable during the 2018 Holiday season.

Should you have any questions regarding this recommendation, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Helms". The signature is stylized with a large, circular flourish around the first part of the name.

Gregory S. Helms

Attachments: Bid Tabulation Sheet
Bid Opening Sign-In Sheet

GSHELMS & Associates, LLC 424 East Main Street Jenks, OK 74037 918.298.7257 www.gshelms.com

CITY OF GLENPOOL
SENIOR CITIZENS ACTIVITY CENTER RENOVATION PROJECT
95 WEST 145th STREET

BID TABULATION

NOVEMBER 5, 2018
10:00 A.M.

BIDDER		MAGNUM CONSTRUCTION	RECO ENTERPRISES		ARCHITECT'S ESTIMATE	
BASE BID		\$138,000.00	\$114,875.00		\$119,600.00	
ACKNOWLEDGE ADDENDUM 1		X	X			
BID SECURITY		X	X			
SAM SYSTEM REGISTRATION CERTIFICATION		X	X			
BUSINESS RELATIONSHIP AFFIDAVIT		X	X			
NON-COLLUSION AFFIDAVIT		X	X			
PAYROLL AFFIDAVIT		X	X			
CALENDAR DAYS TO COMPLETE		\$75.00	\$60.00			

GSHELMS AND ASSOCIATES, LLC



BID OPENING SIGN-IN

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th St.
Glenpool, OK 74033

LOCATION: City of Glenpool
Community Development Department
12205 S. Yukon Ave.
Glenpool, OK 74033

DATE & TIME: 11.05.18 @ 10:00 am

NAME	COMPANY	PHONE
<u>Greg Helms</u>	<u>GSHELMS</u>	<u>918-298-7257</u>
<u>John Staires</u>	<u>CITY OF GLENPOOL</u>	<u>918-640-7656</u>
<u>Lynn Burrowl</u>	<u>CITY OF GLENPOOL</u>	<u>918-209-4613</u>
<u>Kim Adams</u>	<u>Reco Enterprise</u>	<u>918-665-4244</u>
<u>STEVE BOETCHER</u>	<u>INCOG</u>	<u>918-579-9453</u>
<u>Pam Derichswiler</u>	<u>Magnum Const</u>	<u>918-251-8667</u>

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NOTICE OF CONTRACT AWARD

TO: 357, Inc. dba RECO Enterprises
7033 E. 40th St.
Tulsa, OK 74145

CDBG Contract No. 246096

Project Description: City of Glenpool Senior Citizens Activity Center Renovation

Phone#: 918 – 665 - 4244

Duns #: _____ Wage Rate Dec. # OK180053

FEI #: _____ Mod # _____ Date December 4, 2018

A. Acceptance of Bid:

The Owner has considered the Bid submitted by you for the described work in response to the Advertisement for Bids dated October 15 and October 22, 2018 and in the Information for Bidders, and opened on November 5, 2018. You are hereby notified that your Bid has been accepted for bid items in the amount of \$ 114,857.00. If you fail to execute said agreement and furnish any applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or other Bid security. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 4th Day of December, 2018.

Owner: The City of Glenpool, Oklahoma

By: _____

Typed Name & Title: Mr. David Tillotson, City Manager

B. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of December, 2018, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

C. Contractor Information:

1. Type of Trade: X Construction
Other Service ()

2. Business Ownership: Black or African Americans; Asians,
Hispanics, or Latinos; American Indian or Alaskan Natives; Native
Hawaiian or Other Pacific Islanders; Whites

3. Minority/Women Owned Business: Yes No

4. Section 3 Contractor: Yes No X

NOTICE OF AWARD INSTRUCTIONS

Section A. Contractor Information: Enter the name, address and phone number of the construction Contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.

Section B. Acceptance of Bid: Enter the date of the Bid opening and the amount of the Contractor's Bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.

Section C. Contractor Eligibility: The construction Contractor must complete this Section with the company's name and date of his or her receipt of the Award. The construction Contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the Contractor's eligibility on the worldwide web at <https://www.sam.gov/portal/public/SAM>

Section D: Contractor Information:

1. Type of Trade: Check beside appropriate trade for Contractor.
2. Business Ownership: Check beside the appropriate race/ethnicity of the Contractor.
3. Check yes or no for minority or women-owned business. (A minority or women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
4. Section 3 Contractor: Contracts of more than \$100,000 require the construction Contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the Contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such Contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

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CONTRACT

This Contract, is made and entered into by and between 357, Inc. dba RECO Enterprises as Party of the First Part, hereinafter designated as Contractor, and the City of Glenpool as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and best Bidder for:

City of Glenpool – Senior Citizens Activity Center Renovation Project

Tulsa County 2018 CDBG

for the total bid price, as accepted, of: One Hundred Fourteen Thousand Eight Hundred Seventy-Five Dollars (\$ 114,875.00) ;

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the offices of The Glenpool Community Development Director, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within ten (10) days from the date identified on the Notice to Proceed and perform the same vigorously and continuously and complete the same within Sixty (60 Calendar Days).

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's Bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in his Bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this Contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the City of Glenpool Community Development Director, are hereby referred to and, by reference thereto, are made a part of this Contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the Fourth day of December, 2018

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CONTRACTOR

357, Inc dba RECO Enterprises

By: _____

Mr. Michael L. Rogers, President

Typed Name & Title

ATTEST:

SEAL

By: _____

Typed Name & Title

OWNER

The City of Glenpool

By: _____

Mr. David Tillotson, City Manager

Typed Name & Title

ATTEST:

SEAL

By: _____

Typed Name & Title

APPROVED

Contract For Public Improvements OCT 01 2018
For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this 1st day of October, 2018 by and between Tulsa County ("COUNTY"), and the City of Glenpool ("CITY").

This Contract shall be in effect the 1st day of July, 2018 and shall be in effect through the 30th day of June, 2019. If the funds are not exhausted at the end of the contract period, the Contract period may be extended by mutual agreement of both parties.

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

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

WHEREAS, a Cooperation Agreement between the County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2017-2019; and,

WHEREAS, the City desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY 2018 Tulsa County CDBG Urban County funds (B-18-UC-40-0001) for the purpose of public improvements;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the oversight of the renovation of the Glenpool Senior Citizens Center that includes conversion of the kitchen to a full commercial grade and standard for food preparation with new cabinets, storage, plumbing fixtures, flooring, and commercial grade appliances. In addition, new energy efficient LED lighting will be installed throughout the entire building. These renovations and upgrades are in order to serve the users of the Senior Citizens Center and to meet the objectives of the Community Development Block Grant Program in accordance with the terms and conditions as set forth herein.

246096

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

II. Budget

The City shall be allocated \$115,351.50 from Fiscal Year 2018 Tulsa County CDBG Urban County funds.

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

III. Performance Measurement

The project must be under construction with a Notice to Proceed issued no later than **180** days from the date of approval of this contract by the County. Failure to commence construction within the timeframe may result in withdrawal of CDBG funds by the County for noncompliance of timely expenditure of funds.

IV. Method Of Payment

- a. Payment will be made to the City on either a reimbursement of paid invoices basis or submission of actual payable invoices. The City shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.
- b. City will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of One Hundred & Fifteen Thousand, Three Hundred & Fifty-one Dollars and Fifty Cents (\$115,351.50) for all services required.

V. Reversion of Assets

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

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

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

Modification

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

Disputes, Interpretation, Remedies

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

Severability Clause

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

Hold Harmless Clause

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

determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

Personnel

- a. The City represents that it will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The City has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

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

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

Termination of Contract for Convenience

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

Conflict of Interest

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

Interest of City and Employees

The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of these

services hereunder. The City further covenants that in the performance of this agreement no person having any such interest shall be employed.

Reports and Information

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

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

Compliance with Local Laws

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

Copyright

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

Records and Audits

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

The City shall comply with 2 CFR24 Part 200 requirements, where applicable. The OMB circulars are hereby made a part of this contract. The City shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

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

Anti-Kickback Regulations

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

Equal Employment Opportunity

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

a. Civil Rights Act of 1964, Title VI

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

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

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

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

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

d. Affirmative Action

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

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

Labor Standards

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

Acquisition and Relocation

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

Age Discrimination Act of 1975

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

Americans With Disabilities Act of 1990

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

Rehabilitation Act of 1973, Section 504

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

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

City of Glenpool, Oklahoma

By , Mayor

ATTEST:


City Clerk

Approved:


City Attorney

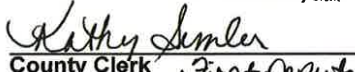


Tulsa County Board of Commissioners

By  Chair

ATTEST:

MICHAEL WILLIS, Tulsa County Clerk


County Clerk First Deputy



Approved:

 9-25-18
Asst. District Attorney

Regular Meeting - 03 Dec 2018 Minutes Attachment

BID PROPOSAL

The Contract Proposal of 357 Inc. dba Kew Enterprises (hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma doing business as is hereby issued to the City of Glenpool, Oklahoma (hereinafter called "Owner"). This date November 5, 2018.

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all WORK generally consisting of: Various remodel and retro-fit work elements associated with the City of Glenpool Community and Senior Citizen Activities Building located at 95 West 145th Street in Black Gold Park, Glenpool, Oklahoma. The project includes the provision of all materials, equipment, and labor necessary to fully complete the renovation of interior lighting, kitchen cabinets and equipment, in accordance with the Contract Documents, within the time set forth therein, and at the total price stated below:

Total Project Bid Price: (BASE BID)

*Lump Sum Total in Words: One Hundred fourteen thousand
eight Hundred seventy five & ⁰⁰/₁₀₀ Dollars

*Total Bid Price: \$ 114,875.00

By submission of this Bid, the Bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project within:

60 consecutive calendar days from the date of the Notice-to-Proceed (BASE BID);

No Bidder may withdraw a Bid within 60 days after the actual opening thereof.

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Bidder acknowledges receipt of the following ADDENDA:

#1 dated 10/29/18

Bidder agrees to perform all the WORK described in the Contract Documents for the individual lump sums listed for each specified project and for the total lump sum of all projects as specified in the attached Bid Schedule and as stated above.

*Note: Bids shall not include sales or use tax or other similar taxes.

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Bid Submitted By: (Bidder)

357 Inc. dba Reco Enterprises

Company Name

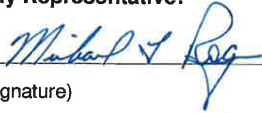
17033 E 40th St

Tulsa, OK 74145

Derrick Stevenson - 918-695-9461

Address & Contact Information

Company Representative:



Name (Signature)

Michael L. Rogers

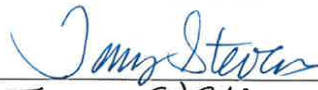
Name (Print)

As: President

(Title)

Attest:

By:



(Signature)

Terry Stevens

As:

Corp. Secretary

(Title)

Regular Meeting - 03 Dec 2018 Minutes Attachment

BID SCHEDULE

**2018 CDBG Grant Funded Renovation Project City of Glenpool Public
Senior Citizen Activities Building**

Black Gold Park

Date: October 15, 2018

Item No.	1	Work Description
-----------------	----------	-------------------------

- | | |
|----|--|
| 1. | Provide all materials, equipment, and labor necessary to perform work identified in Project Construction Specifications and Project Construction Drawings. |
|----|--|

Regular Meeting - 03 Dec 2018 Minutes Attachment

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)

) SS.

COUNTY OF Iulsa)

Mr. Michael L. Rogers, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

none

(if none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Affiant

Subscribed and sworn to before me this 5th day of November, 2018.

Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the Bid.



NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Tulsa) ss.

Affiant Michael L. Rogers, President
me this 5th day of November, 2018.


Notary Public

My Commission Expires: 11/2022



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PAYROLL AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF

Tulsa

ss.

357 Inc. dba Reo Enterprises

, of lawful age,

being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(b), as amended.


Affiant

Subscribed and sworn to before me this 5th day of November, 2018.

My Commission Expires:

11/11/2022




Notary Public

NOTE: This form is to be submitted with the bid.

BID BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, 357, Inc. dba RECO Enterprises, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Glenpool, as Obligee, in the sum of Five Percent of Bid Amount Dollars (\$5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Glenpool Senior Center Renovations ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 31st day of October, 2018.

357, Inc. dba RECO Enterprises
(Principal)

By: Michael L. Rogers
Michael L. Rogers, President

Travelers Casualty and Surety Company of America

By: Heather Bryson
Heather Bryson, Attorney-in-Fact

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TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER R BRYSON** of **BROKEN ARROW Oklahoma**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

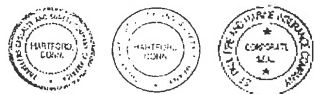
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31 day of October, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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SAM System Registration Certification

I hereby certify that 357 Inc. dba Reco Enterprises is/has
(Company name)

☒ Currently in the SAM.gov. system

☐ Completed registration in SAM.gov system (attach e-mail registration verification)

Signed Michael L. Rogers
(Name and Title) Michael L. Rogers, President

Date November 5, 2018

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SECTION 3 PLAN

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid (Revised 1/1/97)

Bid Submitted from: 357 INC. dba Glenpool SR. CTR 11/3/18
Rem Enterprises For: Activities Renovation
Name of Business: Project Being Bid Date

What is Section 3?: Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and business in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to requirements *Covered prime contractors and subcontractors are required to show a good faith effort to

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is 0.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site. () Other.
- C. The total number of my current employees I intend to use on this project is 2.
The number of these who would be considered Section 3 Residents is 0.
- D. The total number of *trainees* I intend to use on this project is 0. The number of these trainees that would be considered lower income project area residents is 0.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award 8 contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ 73,035.00.
- C. Of these 0 contracts

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will be awarded to 0 Section 3 Businesses.

D. The total estimated dollar value of contracts to Section 3 Businesses is \$ 0

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

 11/5/18
Signature (Prime Contractor or Subcontractor) Date
Michael L. Rogers, President

BID PROPOSAL

The Contract Proposal of Magnum Construction, Inc (hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma doing business as is hereby issued to the City of Glenpool, Oklahoma (hereinafter called "Owner"). This date November 5, 2018.

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all WORK generally consisting of: Various remodel and retro-fit work elements associated with the City of Glenpool Community and Senior Citizen Activities Building located at 95 West 145th Street in Black Gold Park, Glenpool, Oklahoma. The project includes the provision of all materials, equipment, and labor necessary to fully complete the renovation of interior lighting, kitchen cabinets and equipment, in accordance with the Contract Documents, within the time set forth therein, and at the total price stated below:

Total Project Bid Price: (BASE BID)

*Lump Sum Total in Words: One hundred thirty eight
Thousand + 00/100

*Total Bid Price: \$ 138,000⁰⁰

By submission of this Bid, the Bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project within:

75 consecutive calendar days from the date of the Notice-to-Proceed (BASE BID);

No Bidder may withdraw a Bid within 60 days after the actual opening thereof.

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Bidder acknowledges receipt of the following ADDENDA:

Addendum #1 on October 29, 2018

Bidder agrees to perform all the WORK described in the Contract Documents for the individual lump sums listed for each specified project and for the total lump sum of all projects as specified in the attached Bid Schedule and as stated above.

*Note: Bids shall not include sales or use tax or other similar taxes.

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Bid Submitted By: (Bidder)

Magnum Construction, Inc

Company Name

PO Box 707

Broken Arrow, OK 74013

Phone: 918-251-8667 Fax: 918-251-1025

Email: bids@magnumconstruction.com

Address & Contact Information

Company Representative:



Name (Signature)

Clinton W. Redwine

Name (Print)

As: President

(Title)

Attest:

By: 
Pam Derichsweller

(Signature)

As: Corporate Secretary

(Title)

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BID SCHEDULE

**2018 CDBG Grant Funded Renovation Project City of Glenpool Public
Senior Citizen Activities Building**

Black Gold Park

Date: October 15, 2018

Item No.	1	Work Description
-----------------	----------	-------------------------

-
- | | |
|----|--|
| 1. | Provide all materials, equipment, and labor necessary to perform work identified in Project Construction Specifications and Project Construction Drawings. |
|----|--|

NON-COLLUSION AFFIDAVIT

Clinton W. Redwine, of lawful age,
being first duly sworn upon oath, states that he, or she, is the agent authorized by the Bidder to
submit the attached Bid. Affiant further states that the Bidder has not been a party to any
collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price
or to refrain from bidding or with any State official or employee as to quantity, quality, or price in the
prospective contract or any other terms of said prospective contract or in any discussions
between Bidders and any State official concerning exchange of money or other thing of value
for special consideration in the letting of a contract.

Subscribed and sworn to before me this 5th day of November, 2018.

My Commission Expires.

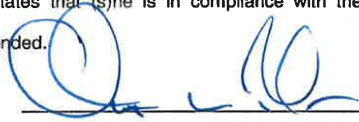
MISTI NEUFELD
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 07, 2022
COMMISSION #14003326

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PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF Tulsa) ss.

Clinton W. Redwine , of lawful age,
being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to
submit the attached bid. Affiant further states that (s)he has submitted the required payroll
information to the Wage and Hour Division of the Employment Standards Administration of the
United States Department of Labor. Affiant further states that (s)he is in compliance with the
requirements of Title 40 O.S. 1981, §196.9a(b), as amended.


Affiant Clinton W. Redwine, President

Subscribed and sworn to before me this 5th day of November, 2018.



Notary
Public

My Commission Expires:



NOTE: This form is to be submitted with the bid.

SECTION 3 PLAN

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid (Revised 1/1/97)

Bid Submitted from:

Name of Business: Magnum Construction, Inc. For: Glenpool Senior Activities Building
Project Being Bid Date November 5, 2018

What is Section 3?: Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and business in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to requirements *Covered prime contractors and subcontractors are required to show a good faith effort to

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

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Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is 0.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site. () Other.

- C. The total number of my current employees I intend to use on this project is 3.
The number of these who would be considered Section 3 Residents is 0.
- D. The total number of *trainees* I intend to use on this project is 0. The number of these trainees that would be considered lower income project area residents is .

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award 6 contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ 100K.
- C. Of these contracts

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will be awarded to TBD Section 3 Businesses.

D. The total estimated dollar value of contracts to Section 3 Businesses is \$ TBD

I certify to the greatest extend possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.



Signature (Prime Contractor or Subcontractor) _____
Clinton W. Redwine, President

November 5, 2018

Date

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North American Specialty Insurance Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Magnum Construction, Inc

of 2501 N. Hemlock Ct., Broken Arrow, OK 74012, as Principal, and North American Specialty Insurance Company, of Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of Oklahoma are held and firmly bound unto City of Glenpool, 12205 South Yukon Avenue, Glenpool, OK 74033 as Oblige, in the penal sum of Five Percent (5%) of Bid Amount Dollars (\$ --5%--), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Oblige on a contract for Senior Citizens Activity Center Renovation Project - City of Glenpool 95 West 145th Street, Glenpool, OK 74033

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Oblige.

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNED, SEALED AND DATED this 5th day of November, 2018

Magnum Construction, Inc.

Principal

By:

Clinton L. Redwine, President

North American Specialty Insurance Company

By:

Jamie Burris,

Attorney-in-Fact

BND 140 S REV (04/01)

Regular Meeting - 03 Dec 2018 Minutes Attachment

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
IRAVIS E. BROWN, DEBORAH L. KAPER, JAMIE BURKIS, SHELLIE SAMSSEL, ROBBIE LOYD, MARK D. NOWELL, and CATHY COMBS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 30th day of June, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



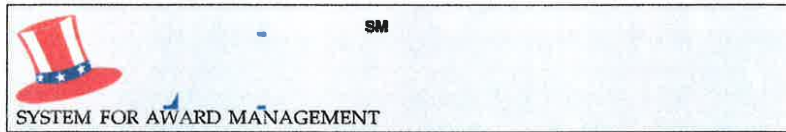
[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

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SAM System Registration Certification

I hereby certify that Magnum Construction, Inc is/has
(Company name)

X Currently in the SAM.gov. system

_____ Completed registration in SAM.gov system (attach e-mail registration verification)

Signed

(Name and Title) Clinton W. Redwine, President

Date

November 5, 2018

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SAM Search Results			
List of records matching your search for :			
Search Term : magnum* construction* inc.*			
Record Status: Active			
ENTITY	Magnum Construction, Inc.		Status: Active
DUNS: 008298007	+4:	CAGE Code: 1C1Y2	DoDAAC:
Expiration Date: Nov 27, 2018		Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 904 S Main		State/Province: OKLAHOMA	
City: Broken Arrow		Country: UNITED STATES	
ZIP Code: 74012-5531			

ADDENDUM



TO: ALL OFFICIAL PLAN HOLDERS

ADDENDUM NUMBER: ONE

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th Street
Glenpool Oklahoma 74033

PROJECT NUMBER: 18-02200

DATE: 10.29.18



The following are modifications and / or clarifications to the Bidding Documents dated October 15, 2018. This addendum forms a part of the Contract Documents and is subject to all Contract requirements as if included in original documents. Failure to acknowledge receipt of this addendum on the Bid Form may subject Bidder to disqualification.

1.1 ATTACHMENTS

- A. Pre-Bid Conference Sign-In Sheet New

1.2 CHANGES / CLARIFICATIONS TO BID DOCUMENTS

- A. All questions regarding this project shall be submitted to the Architect by 5:00 pm on Wednesday, October 31, 2018.
- B. Anticipated start of Construction is January 7, 2019.
- C. Architect shall apply for the Building Permit. Building Permit Fee shall be waived by the City of Glenpool. Contractor shall be responsible for having all required inspections made by Building Official.
- D. Existing Security System shall be maintained in operating condition during construction. Provide necessary temporary relocation of control panel.
- E. Owner shall remove existing appliances.
- F. Construction Dumpster shall be located in grass area on north side of north parking lot. Dumpster shall not be located in parking areas. Grass area shall be repaired prior to final completion of project.

END OF ADDENDUM ONE

Addendum One

000901-1

GSHELMS+ Associates, LLC 424 e. main st. Jenks, OK 74037 918.298.7257 www.gshelms.com



PRE-BID CONFERENCE SIGN-IN

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th St.
Glenpool, OK 74033

DATE & TIME: 10.25.18 @ 10:00 am

NAME	COMPANY	E-MAIL
<u>GREG HELMS</u>	<u>GSHELMS + ASSOC</u>	<u>GREG.HELMS@GSHELMS.COM</u>
<u>PHILIP GODDARD</u>	<u>HOEY CONSTRUCTION</u>	<u>ESTIMATING@HOEYCONSTRUCTION.COM</u>
<u>DEREK STEVENSON</u>	<u>RECO ENTERPRISES</u>	<u>DEREK@RECOENT.COM</u>
<u>Jerry Robertson</u>	<u>FIRETROL</u>	<u>jrobertson@firetrol.net</u>
<u>STEVE BOETTCHER</u>	<u>INCOG</u>	<u>sboettcher@incog.org</u>
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<u>John STAIRES</u>	<u>CITY OF GLENPOOL</u>	<u>JSTAIRES@CITYOFGLENPOOL.COM</u>
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Date: January 7, 2019

To: Honorable Mayor and City Council

From: Wendy Knight, City Clerk

Re: 2019 Municipal Election

Background

Wards III, IV, and Councilor At Large City Council terms will expire in April 2019. Not fewer than fifteen days before the filing period of any regular municipal election, the governing body shall submit a resolution to the secretary of the county election board conducting the election, [26 O.S. § 13-102](#). Furthermore, the governing body shall give notice of a general municipal election by publishing the resolution calling for the election in a newspaper of general circulation in the municipality at least ten days before the beginning of the filing period, [11 O.S. § 16-101](#).

Recommendation

For the reasons outlined above, staff recommends approval of Resolution No. 2019001.

Attached

Resolution No. 2019001

RESOLUTION NO. 2019001

**NOTICE OF ELECTION
CITY OF GLENPOOL, OKLAHOMA**

- I. **BE IT RESOLVED** By the governing body of the City of Glenpool (the "City Council") that, for the purpose of electing officers of said City ("City Councilors"), a nonpartisan general municipal election shall be held on Tuesday, April 2, 2019.
- II. **BE IT FURTHER RESOLVED** That, to become a candidate, a declaration of candidacy must be filed with the Tulsa County Election Board no earlier than 8:00 a.m. on Monday, February 4, 2018, and no later than 5:00 p.m. on Wednesday, February 6, 2018.
- III. **BE IT FURTHER RESOLVED** That a candidate for the at large position must be a registered voter at an address within the City, and a candidate for any ward must be a registered voter at an address within that ward, for at least six (6) months prior to filing a declaration of candidacy.
- IV. **BE IT FURTHER RESOLVED** That City Councilors, including those representing specific wards as well as those serving at large, shall be elected at large by the registered voters of the entire City of Glenpool.
- V. **BE IT FURTHER RESOLVED** That any candidate who is unopposed for the office the candidate seeks in the election shall be deemed elected and certified; and his name shall not appear on the general election ballot. If there is only one candidate for each of the offices which are to be filled at the election, the general municipal election shall not be held.
- VI. **BE IT FURTHER RESOLVED** That election voting shall be held at the same place and in the same manner prescribed for conduct of state and county elections; all precincts within the Glenpool city limits shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election.
- VII. **BE IT FURTHER RESOLVED** that absentee ballots will be provided in accordance with State Law.
- VIII. **BE IT FURTHER RESOLVED** that the following officers will be elected for four-year terms:

Ward III Councilor	- Expiration of term 2023
Ward IV Councilor	- Expiration of term 2023
Councilor At Large	- Expiration of term 2023

ADOPTED this _____ day of _____ 2019.

Timothy Lee Fox, Mayor

ATTEST:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

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

From: Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services Authority

Date: January 7, 2018

Subject: Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10(f) of Settlement Agreement)

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, (the "Agreement") Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal year, the 12-month period from July 1-June 30 for each year of the Agreement.

Sec. 10 of the Agreement requires the Independent Accountant's Audit Report to be completed within 90 days of the close of the Auditable Period. I received the original draft of the Audit Report for FY 2017-2018 on September 20, 2018, which fell within the 90-day term.

The September 20 draft Audit Report disclosed the issuance by Glenpool of a temporary "construction meter" for use at the Mark Allen Chevrolet site during construction. We had reported and paid a monthly royalty for this use because the location is in the Permissive Area. Mr. Harris noted that we had not made a meter connection fee payment and asserted his rather preposterous demand that Glenpool is required by the Settlement Agreement to pay a connection fee every time that a meter is connected to any hydrant in the Permissive Area for any length of time, then pay another connection fee the next time a construction meter is issued to another contractor.

I, in turn, insisted that this situation is not covered under the Agreement and, therefore, no meter connection fee should ever be due for the temporary use of a fire hydrant. Creek-2 should wait until completion of the relevant project and there is a connection to a permanent customer account.

Our City Manager proposed a compromise arrangement that will result in a running tabulation to be kept of every time that *any* construction meter is issued for use at a *specific* hydrant. Once a meter has been issued for use at that specific hydrant five times in a consecutive 12-month period, Glenpool will pay Creek-2 a single, one-time connection fee for that hydrant and no fee will ever be due again with respect to that hydrant for the remainder of the term of the Agreement.

This compromise proposal was presented to you (Glenpool's governing bodies) and approved on December 3, 2018. Mr. Harris was opposed to this solution, but agreed to present it to the Creek-2 Board on December 11, at which time the Board also approved it.

This has resulted in a delay of issuance of the final Audit Report for FY 2017-2018 because the parties wanted to be able to include in the Report a reference to the solution of this disagreement.

Reconciliation of Records

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of its approval by all three governing bodies in which to put the non-compliant party on notice of any potential default. Any such notices, to be effective, must be communicated by no later than 90 days following approval of the enclosed Agreed Upon Procedures Audit Report.

The Settlement Agreement also requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement setting out certain calculations explained in further detail in this memorandum. "The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement." Settlement Agreement § 10(g). Glenpool and Creek-2 will each be requested to enter such reconciliation agreement following expiration of the 90-day deadline without notice of default by either party.

Recommendation:

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utilities Services Authority's Board of Trustees and the Creek-2 Board of Directors formally approve the proposed final Independent Accountant's Report on Applying Agreed-Upon Procedures, dated December 20, 2018. The parties expect to approve the required reconciliation agreement at the first meeting of their respective governing bodies upon expiration of the 90-day review/compliance period.



Elfrink and Associates, PLLC

Certified Public Accountants

City of Glenpool
Glenpool Utility Service Authority
12205 So. Yukon Ave
Glenpool, OK 74033

Creek County Rural Water District No. 2
2425 West 121st Street South
Jenks, OK 74037

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release (the "Agreement") entered into between the users, effective May 15, 2015 (the "Effective Date"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. The audit period covered by this report is July 1, 2017 through June 30, 2018. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by Glenpool and Creek-2 to assist you in evaluating and monitoring the Agreement.

The procedures that we performed, and our results are as follows:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.

All Glenpool Building Permit applications are sent to the Glenpool City Planner, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. The Planner maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012 and will not change during the term of the Agreement. The "Permissive Area" is defined as all parts of Glenpool Territory within the colloquial "Fenceline" that were unincorporated as of March 2, 2012 (even if annexed in later) and as to which Glenpool is obligated by the Agreement to pay meter connection fees and monthly royalties.

The Planner reviews all building permit applications that will include new meter connections for water or sewer service. Per direction from Glenpool management, and in accordance with the Agreement, the planner will not approve any applications for new water meters on properties that are in the Permissive Area and outside the City limits. For properties in the city limits, but also in the Permissive Area (that is, annexed after March 2, 2012),

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applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service. Customers choosing services from Glenpool are assessed a one-time meter connection fee sufficient to pay the connection fee to Creek-2 mandated by the Agreement and a monthly royalty payment thereafter.

If a property requesting water service in the Released Area has never had Glenpool water service and is or becomes an active or inactive Creek-2 water customer at any time before or after the Effective Date, it is defined as a "Reserved Creek-2 Water Customer,". (All Reserved Creek-2 Water Customers as of the Effective Date were to be identified on the baseline customer count, as defined in the Agreement.) In that case, the Planner refers the customer to Creek-2. If water service is anticipated for a development on property that is classified as a Reserved Creek-2 Water Customer such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements. If the property is within the Released Area and is requesting water service and does not have an active or an inactive Creek-2 water meter, the Planner approves the water service request and notes whether the service address is in the Released or Permissive area. The Community Development Administrative Assistant sends the 'Notice Concerning Applications for Water Service in Glenpool Territory' ("notice") to Creek-2 and to the City's utility billing office to establish an account.

If Glenpool management decides to provide additional water service in the Permissive Area, this notice is also sent to Creek-2 and the City's utility billing office. Such water service requires the payment of a one-time connection fee and a monthly royalty provided by the Agreement. The connection fee and monthly royalty payments are calculated by the City's utility billing department. Customers in the permissive area are identified by the "class" of "SP2" on the INCODE billing system.

The City remitted royalty fees for one customer with two meters in the Permissive Area; the Triumph Worship Center located at 2125 West 181st Street South, that were installed prior to execution of the Agreement. The City reported these two meters monthly sending the 'Monthly Reporting Form for Glenpool' to the Creek-2 District office. Glenpool sent the required monthly report for each month from July 1, 2017 through June 30, 2018 ("Audit Period"), remitting the monthly royalty fees for these two meters.

We obtained a customer history file for all active Glenpool utility customers and compared the service addresses to the service addresses in the original baseline customer count file and the building permit files provided in the current and prior years. We updated our reference file to include all service addresses for future comparisons.

Findings: Several of the Glenpool personnel carrying out the tasks related to the agreement did not feel comfortable in their knowledge of the purpose or procedures related to compliance with its terms.

Suggestions: Glenpool management should assure that the procedures related to compliance with the terms are well documented and that the personnel carrying out the tasks related to compliance are aware of the procedures.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a listing of building permits issued by the Glenpool during the Audit Period and determined that there were 51 properties that had a permit type of "BLD-RES" or "BLD-COM". We compared these permits to the "Notice Concerning Applications" reports that were received by Creek-2.

Finding: We identified three new building permits in the permissive area related to new construction for an automobile dealership that were not flagged or reported as new connections in the Permissive area by Glenpool in the notice provided to Creek-2; the notice did not specify either Permissive or Released. City personnel identified an additional three connections related to the same customer for irrigation water taps, for a total of six new

connections. Creek-2 confirmed receipt on August 10, 2018 of an amended June 2018 report and payment of \$7,607.70 which included payment for the six connections and one month of royalty payments. We noted an additional construction meter that had been identified with the automobile dealership, however there was disagreement between the City and Creek-2 as to the applicability of the agreement terms to a temporary connection. No payments were made by the City related to the temporary connection or royalty fees for water sold during the audit period.

Subsequent event: On December 11, 2018, the City and Creek-2 jointly executed a proposed amendment to the Settlement Agreement that addresses temporary connections, subject to the approval of the United States Department of Agriculture/Rural Development and the Oklahoma Water Resources Board. If approved, the City will need to modify its procedures to accommodate compliance with the terms of this amendment.

In addition, we identified 6 service addresses for Glenpool water utility customers that were not in the baseline customer count or either of the three building permit files (provided when performing the current and previous 2 AUP field work procedures). Since the building permit files are being used as a basis for communication to Creek-2 regarding new services, Creek-2 had not been previously notified of these additional service locations. A review of the property addresses indicated two were sold in the Spring of 2018, one was new construction listed for sale, and three were not found. We concluded that, most likely, the building permit had been issued prior to the date of the Agreement, yet they were not an established customer at that time, most likely due to the house being under construction or unsold as of May 15, 2015. The addresses were provided to the Creek-2 bookkeeper who determined that the service addresses were in the Released Area and, therefore, no amounts were due for connection fees or royalties.

We noted twelve instances where the required notice was not sent by Glenpool to Creek-2 and one instance where the notice was not sent by Creek-2 to Glenpool. The Agreement requires monthly reporting "to serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to each new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 water customers in the Released Area and to verify that potential new customers in the Permissive Area or Released Area, excepting only Reserved Creek-2 water customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, that they may choose which water utility provider shall provide water service to their property." This is continued from the previous 2017 audit period report indicating no improvement in controls to assure complete reporting.

We also noted five addresses for which Creek-2 had received a notice, but they were not on the building permit file provided by the Glenpool Community Development Department. This indicates a possible weakness in internal control to assure that the building permit file is complete.

Recommendation: The City and Creek-2 should continue discussions to establish mutually agreeable terms related to temporary meters in the permissive area, both as to applicability of connection fees as well as royalty fees.

City personnel should assure that each notice includes a determination that the service address has been identified as either "released" or "permissive". The designation should be made by the City planner or someone knowledgeable concerning the different boundaries. Utility billing personnel should be aware of the need to identify each new connection and designate its proper class so that the remittance can be calculated correctly. Notices without a designation should be questioned.

Procedures related to maintaining a record of building permits issued should be modified to assure that all permits are listed. Both Glenpool and Creek-2 should implement additional controls to ensure that all application notices are sent to the other party.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and will compare the

results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Audit Period.

Glenpool remitted fees related to the one original customer with two meters in the Permissive Area, the Triumph Worship Center located at 2125 West 181st Street South. We reviewed the monthly reports of royalty amounts due which appeared accurate.

As discussed in procedure 2 above, there were six additional meter connections related to a single customer, an automobile dealership located south of 165th Street on Highway 75. No connection fees were paid during the period, however an amended June report, including the additional payment of the Meter Connection Fees, was sent to Creek-2 in August. We confirmed receipt of the report and payment with Creek-2.

Because payment was confirmed by both Glenpool and Creek-2; no additional testing was considered necessary.

Finding: Six additional Meter Connection Fees were due and paid as discussed above. All six connections were greater than one inch, requiring the higher fee of \$1,259.81 for a total of \$7,558.86.

Suggestion: As discussed in the suggestions provided with procedure 2 above, we recommend that each new permit is reviewed by the City Planner or other knowledgeable person and a determination is made as to if the new water connection is in the Released or Permissive area. City personnel should question any notice that does not specify the area.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

Glenpool sent the required monthly report throughout the Audit Period, reporting and remitting the monthly royalty fees for the two Triumph Worship Center meters. The monthly royalty of \$7.97 per meter was paid from March 2017 through February 2018. The royalty rate was increased to \$8.14 with the February 2018 billing cycle reflected in the March 2018 report. (This increase reflected the annual CPI-U adjustment required by the Agreement and discussed in procedure 5.)

Finding: Payments for the royalty fees related to the six new connections at the new automobile dealership were not included in the original June report but were included in the amended report received by Creek-2 on August 10, 2018.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2016 was 241.432. The CPI-U for December 2017 was 246.524 which is a 5.092 index point change. This index point change is then divided by the earlier index of 241.432 for an adjustment of 2.11%.

After the CPI-U adjustment, the meter connection fee increased by \$17.36 to \$839.88 for connection less than 1" in diameter and by \$26.03 to \$1,259.81 for connections greater than or equal to 1" in diameter. The royalty fee increased by \$0.17 to \$8.14 which was the rate paid by Glenpool from the February billing cycle forward.

Finding: The CPI-U adjustment was calculated and applied properly.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for calculating sewer service based on water usage. This is billed to the Shared Utility Customers by Creek-2 and remitted to the City on a monthly basis, whether or not billing is paid to Creek-2. During the Audit Period, Creek-2 billed thirteen shared utility customers, ten of these customers are located on the 14000 block of South Elwood. All of the shared utility customers are located in the released area. Creek-2 is expecting more shared utility customers from South 26th West Avenue once the Glenpool sewer line is complete.

Historically, the establishment of a Shared Utility Customer has been a rare occurrence. These customers all live in the Glenpool city limits, are Creek-2 water customers and have converted from septic or anaerobic systems to Glenpool sewer. As the City expands its sewer services, the number of Shared Utility Customers will likewise increase.

We reviewed the billing and collection records for all thirteen active Shared Utility Customers. All Shared Utility Customers were billed a base charge of \$14.00 which includes the first 1,000 gallons, and an additional \$2.75 for each additional 1,000 gallons of water usage. The Shared Utility Customers are noted in the Creek-2 utility billing system as "Secondary Status G" and service type "SwrGP". Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month, whether or not such billing has been collected by Creek-2.

Findings: Procedures were documented in writing as above.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

Glenpool was unable to provide a list of new sewer connections for the Audit Period. As an alternative procedure, we asked the Glenpool Public Works Director, to review a list of Glenpool Territory Creek-2 water customers obtained from the Creek-2 billing system to determine if any were new sewer customers.

Findings: The Public Works Director's review resulted in the identification of no additional shared utility customers.

Suggestion: The Glenpool Community Development Department should work with the Glenpool Finance Department to establish internal controls that allow the tracking of new wastewater taps as well as the identification of new Shared Utility Customers, to include communication with Creek-2 on a timely basis.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.

We reviewed the billing and collection records for all thirteen active Shared Utility Customers. The rates billed were consistent with the rate schedule provided by Glenpool. Creek-2 remitted the total billed for all sewer charges to Glenpool by the 20th of each month.

Finding: Charges for wastewater collection services were paid by Creek-2 to Glenpool accurately and timely.

Procedures Applicable to Creek-2 and Glenpool

1. We will apply the following agreed-upon procedures, as specified in the Agreement provided that we may implement the Audit Sampling standards set forth in AU Section 350, Audit Sampling, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

Finding: Sampling Standards as set forth in AICPA AU Section 350, Audit Sampling were followed as indicated in the descriptions of procedures performed above.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

We obtained a customer listing from the City of Glenpool's Finance Department and cross-checked the service addresses with a listing that included the addresses of the Glenpool Baseline Customer Count and the relevant building permit lists obtained in the audit procedures for the period ended June 30 2016, and years ended June 30, 2017 and June 30, 2018. This list has been updated to include any previously omitted addresses and will be maintained and built upon in future.

Finding: Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been substantially met by both Creek-2 and Glenpool for the Audit Period.

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

Finding: The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC
December 20, 2018



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: John Gonsalves, Finance Director
Date: January 07, 2019
Subject: Budget Amendment (St. Francis Payback Agreement)

Background:

On February 1st, 2016 the City of Glenpool, Glenpool Industrial Authority and Saint Francis Hospital South, LLC entered into a public improvement reimbursement agreement for the purposes to facilitate and encourage the Development of certain parcel of property located within Lot 1, Block 1, St. Francis Glenpool Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033. The city and the Authority desire to encourage such development to obtain from the business the benefits of sales tax and utility revenues as well as related permitting fees for the City and to promote the general health and welfare of the citizens of the City. Per the agreement, the City is required to make thirty-nine (39) payments of \$23,803.55 per fiscal quarter and one final quarterly payment in the amount of \$23,803.72 from revenue derived from the 715 Sales Tax.

Per the agreement, the City will commence payment after the end of the first full fiscal quarter following completion of the public improvements and the acceptance thereof by the City. The City accepted the public infrastructure improvements on July 16th, 2018, therefore, payments should begin in January 2019. During the transition between the previous and current Director of Finance, this information was not conveyed and was not budgeted in the current budget. Therefore, staff is requesting a budget amendment of \$47,607.10 to cover the first and second quarter of 2019.

Staff Recommendation

Staff recommends a motion to amend the budget to increase account 50-6-14-6360 (Street Improvements) from \$522,638 to \$570,246 to satisfy the payment requirements stated in the attached public improvement reimbursement agreement.

Attachments

Public Improvements Reimbursement Agreement
Ordinance No. 715

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered as of the last date executed by the parties (the “**Effective Date**”), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the “**City**”), the **Glenpool Industrial Authority**, an Oklahoma public trust, (the “**Authority**”), acting in its own right and on behalf of the City, and **Saint Francis Hospital South, LLC**, an Oklahoma limited liability company (“**Hospital**”).

WHEREAS, Hospital owns a certain parcel of property (the “**Property**”) located within Lot 1, Block 1, St. Francis Glenpool Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033, in the area depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Development**”);

WHEREAS, Hospital intends to develop the Property into medical facilities and related improvements within the Development (the “**Business**”); and

WHEREAS, the City and the Authority desire to encourage such Development to obtain from the Business the benefits of sales tax and utility revenues as well as related permitting fees for the City and to promote the general health and welfare of the citizens of the City;

WHEREAS, to encourage the Development for the reasons stated above, the City desires to reimburse Hospital for a designated portion of its cost of making certain public infrastructure capital improvements, as further described in **Exhibit B** (the “**Public Improvements**”) from revenues collected from the 715 Sales Tax (as defined below);

THEREFORE, the City, the Authority and Hospital, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

1. PURPOSE; PUBLIC IMPROVEMENT COSTS; 715 SALES TAX

The purpose of this Agreement is to facilitate and encourage the Development by reimbursing Hospital for a designated portion of its costs to design, construct and install the Public Improvements (the “**Public Improvement Costs**”) which will serve the Development as well as the surrounding commercial and residential properties and the public at large. Consideration to the City and the Authority is that such Public Improvements would not otherwise be installed at the same time and place absent the efforts of Hospital. The parties expressly agree that the Public Improvements as described in Exhibit B do not include any traffic signalization as previously tentatively considered, inasmuch as the timing of such traffic signalization is indeterminate as of the Effective Date.

As used in this Agreement, “**715 Sales Tax**” means that certain twenty-nine hundredths of one percent (.29%) sales tax approved by the Glenpool City Council as Ordinance No. 715 adopted on February 1, 2016, which was approved by the registered voters (“qualified

electors”) of the City of Glenpool, Oklahoma, voting on same in the special election of April 5, 2016, a copy of which ordinance is attached hereto as **Exhibit C**. Ordinance No. 715 as specifically described in the preceding sentence is referred to in this Agreement as “**Ordinance No. 715**.”

2. MUTUAL CONSIDERATION

This Agreement is entered with the expectation that the Development will provide improved access to health care and create sustainable employment opportunities within Tulsa County as well as within the City. It is further anticipated that the Development will spur further economic growth in the surrounding area, thereby improving the economy within the City and Tulsa County and providing benefits that exceed the benefits conferred upon the Development by the Public Improvement Reimbursement Amount (as hereafter defined).

3. SCOPE OF BENEFIT CONFERRED

Except as set forth in that certain Privately Funded Public Improvements Agreement between and among the City, the Glenpool Utility Services Authority and Hospital dated April 4, 2016, the Development will, in its entirety, including without limitation the Public Improvements, be completely funded with no direct assistance from the City or any public trust of which the City is beneficiary, and all required permitting fees have been or shall be paid by Hospital as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely to obtain for the City the foregoing benefits, the City will provide reimbursement to Hospital for a designated amount of the Public Improvement Costs from revenues derived from the 715 Sales Tax as more particularly set forth herein.

4. REIMBURSEMENT OF IMPROVEMENT COSTS

Subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and with such Development plans as are submitted to the City for approval, the City hereby agrees to pay to Hospital the amount of **\$952,142.17** (the “**Public Improvement Reimbursement Amount**”) to reimburse Hospital for a portion of the Public Improvement Costs, as described in **Exhibit B**. Payment of the Public Improvement Reimbursement Amount shall be made in accordance with and subject to the following:

- A. The sole source of funds for the Public Improvement Reimbursement Amount will be derived from 715 Sales Tax revenues paid to the City, through its contract with the Oklahoma Tax Commission, to the extent generated by the 715 Sales Tax, as defined herein, on taxable retail sales within the City.
- B. Neither the City nor the Authority shall be liable for any errors or delays of payment of the Public Improvement Reimbursement Amount caused by action or inaction of the Oklahoma Tax Commission. However, the City shall use reasonable and timely efforts to correct or cause to be corrected any such errors or delays.

- C. Payments of the Public Improvement Reimbursement Amount by the City to Hospital will commence after the end of the first full fiscal quarter following the completion of the Public Improvements and the acceptance thereof by the City ("**Reimbursement Start Date**"). Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July – September; October – December; January – March; and April – June.
- D. The City will make installment payments of the Public Improvement Reimbursement Amount to Hospital as described in Section 4.E. of this Agreement on a quarterly basis following the **Reimbursement Start Date** for a period not to extend ten (10) years (*i.e.*, forty (40) quarters). The payments will be made by the City at the end of the calendar month immediately following the end of each fiscal quarter (as described above) in which 715 Sales Taxes are received by the City from the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital.
- E. Subject only to the limitations of Sections 4.F. and 6.B. of this Agreement, the City will make thirty-nine (39) payments to Hospital in the amount of **\$23,803.55** per fiscal quarter, and one final quarterly payment in the amount of **\$23,803.72** from revenues derived from the 715 Sales Tax and remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital. The City, in its sole and absolute discretion, may elect to make quarterly payments to Hospital of more than **\$23,803.55** per fiscal quarter, *provided that* in no case shall any such excess payment reduce the amount due for subsequent fiscal quarters as described above and further provided that total payments to Hospital under this Agreement will not be greater or lesser than the Public Improvements Reimbursement Amount.
- F. The City agrees to make no payment of less than **\$23,803.55** per fiscal quarter unless it first informs Hospital in as timely a manner as reasonably possible that revenues derived from the 715 Sales Tax for any fiscal quarter will fall short of that amount, in which case the full amount of 715 Sales Tax revenues will be pledged to meet the City's obligation to Hospital. Any such shortfall will be cured by increasing one or more subsequent payment(s), extending the payout period beyond forty (40) quarters, or by such other arrangement(s) as the parties agree in a written addendum to this Agreement.
5. **AUTHORIZATION TO UTILIZE 715 SALES TAX REVENUE TO PAY THE PUBLIC IMPROVEMENTS REIMBURSEMENT AMOUNT TO HOSPITAL**

The City represents and warrants that, subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and dedication of such Public Improvements to the City, or the Authority as applicable, (a) the Public

Improvements defined herein constitute capital improvements as authorized by Ordinance No. 715 to be paid from revenues received by the City from the 715 Sales Tax; (b) the Public Improvement Reimbursement Amount payable under the terms of this Agreement constitutes an obligation authorized by Ordinance No. 715 to be paid out of revenues received from the 715 Sales Tax and the special limited-purpose fund created thereunder; and (c) by signing this Agreement, the City is legally bound to pay Hospital the Public Improvement Reimbursement Amount in full in accordance with the terms hereof, subject only to the limitations of Sections 4.E. and 6.B. of this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS; CONSTITUTIONAL APPROPRIATION QUALIFICATION

A. The parties to this Agreement agree that the Constitution and laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied.

B. **Non-Appropriation.** Notwithstanding any provision of this Agreement with respect to an extended term of, or payment obligations under, this Agreement in excess of one-year, the parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making any payments contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. The City shall not be deemed in default of this Agreement for any failure to perform any monetary obligation necessitated solely by failure or refusal of the City Council to appropriate or allocate funds for performance. Should the funding of such extended term, or payment obligation, provided by this Agreement not be budgeted, appropriated or otherwise approved by the City Council during any fiscal year of the term of this Agreement beyond the fiscal year current as of the effective date of the Agreement, and only in such circumstance, the obligation to make payments to Hospital under this Agreement in future fiscal years is imposed solely on the Authority. The parties acknowledge that only this Section 6.B. of this Agreement applies to, or imposes any obligations on, the Authority.

7. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their respective governing bodies or authoritative boards, or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

8. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents and agrees to resolve the dispute through arbitration conducted by the American Arbitration Association (the "AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, and this provision. Should such disagreement or dispute arise, and if not settled within 60 days from the date of inception, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to initiate binding arbitration in accordance with the foregoing. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

9. EVENTS OF DEFAULT

A. Hospital shall be in default of this Agreement if any of the following events occur:

- Hospital fails to complete the Public Improvements and apply for acceptance of the Public Improvements for City ownership and maintenance within twenty-four (24) months of the Effective Date of this Agreement;
- Hospital fails to provide reasonable substantiation of the actual costs of the Public Improvements upon request by the City; or
- Hospital is in default of any of its other obligations under this Agreement.

In the event any of the foregoing events occurs, the City (acting by the City Manager or his designee, the "**City Manager**") may issue written notice to Hospital advising Hospital that it has thirty (30) days to cure such default and/or advising Hospital that it is required to appear before the City Manager. If so requested by the City Manager, Hospital shall appear before the City Manager to verify that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. Hospital must cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or, if such default cannot be reasonably cured within such period of time, such longer period as is reasonably necessary to complete such curing provided that Hospital promptly commences cure within such 30-day period and pursues the same with due diligence to completion, or (b) the date separately agreed to in writing by Hospital and the City Manager. If Hospital fails to cure such default within the time period required by this paragraph, then the City Manager may at any time thereafter until such default is cured by Hospital, (i) if such default occurs prior to completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, issue a notice to Hospital advising Hospital that the City has elected to terminate this Agreement (the "**Termination Notice**"), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice after which neither party shall have any

further obligation to the other, or (ii) if such default occurs after completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, pursue and exercise any remedies available under applicable law. The sole remedy of the City in the event of a default by Hospital prior to Hospital's completion of the Public Improvements in accordance with the terms of this Agreement that is not cured in accordance with the foregoing is the termination of this Agreement.

B. The City and the Authority shall be in default of this Agreement if either of the City or the Authority fails to make payment of the Public Improvement Reimbursement Amount due hereunder to Hospital in accordance with the schedule and amounts provided by this Agreement or otherwise breaches any of its obligations under this Agreement. In the event any such foregoing event occurs, Hospital may issue written notice to the City and/or the Authority advising either or both that it has thirty (30) days to cure such default. If the City and/or the Authority fails to cure such default within thirty (30) days from the date it receives the foregoing notice from Hospital, then Hospital may proceed against the City and/or the Authority to collect all amounts due Hospital subject to the limitations of this Agreement and/or pursue and exercise other remedies available under applicable law.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar force majeure event beyond the reasonable control of such party or its agents or contractors. Upon the occurrence of an event of force majeure as described above, the party affected thereby shall make commercially reasonable efforts to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other; provided, however, that neither the City's nor the Authority's consent shall be required if (i) Hospital sells its interest in the Development to a third party and assigns this Agreement to such third party in connection therewith, and such assignee assumes all of Hospital's obligations hereunder in writing with a copy of such assignment and assumption provided to the City and the Authority or (ii) hospital assigns this Agreement to an affiliate of Saint Francis Health System, Inc.

12. BINDING EFFECT

Subject to Section 11, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of all parties, and signed by duly authorized

representatives of the City, the Authority and Hospital. A signed original of such modification or amendment shall be fastened to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE; PREVIOUS AGREEMENTS
SUPERSEDED

This Agreement constitutes the final and complete agreement and understanding among the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement.

15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when received or five days after verified delivery, whichever is earlier.

Address for notice to the City or the Authority:

David Tillotson, City Manager
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033
Email: dtillotson@cityofglenpool.com

Address for notice to Saint Francis Hospital
South:

6161 S. Yale Avenue
Tulsa, Oklahoma 74136
Attn: General Counsel
Email: jcsacra@saintfrancis.com

16. CONFIDENTIALITY REQUIREMENTS

Hospital, the City and the Authority acknowledge that, during the term of this Agreement, either party may or will have access to and receive information, records, files, data, or other materials of any description without limitation relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature (individually or collectively, "**Confidential Information**"). As used below in this Section, "**Disclosing Party**" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party, and "**Receiving Party**" is the party receiving or obtaining the Disclosing Party's Confidential Information. Each Receiving Party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the Disclosing Party to any person, or use any such Confidential Information for any purpose unrelated to its entry or performance under this Agreement, without the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its attorneys, accountants, lenders, investors and other advisors or contractors on a need to know basis and provided that any such party receiving such disclosure has entered into a confidentiality agreement at least as restrictive as this provision and is bound to keep the Confidential Information confidential. The Receiving Party shall be responsible for any breach by any such

persons of the terms hereof as if it directly breached this provision. Upon completion or termination of this Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party. This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its employees, subcontractors, agents or representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law, court order or competent authority of any governmental body in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

17. RECORDS AND AUDITS

Hospital acknowledges that either of the City and/or the Authority may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Hospital shall retain in its own records all books, documents, papers, records and other materials prepared by Hospital or provided by the City or the Authority to Hospital in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Hospital shall, as often as the City or the Authority City reasonably deems necessary, permit authorized representatives of the City, the Authority, State, or federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Hospital to the extent related to this Agreement provided and on condition that reasonable prior written notice is given to Hospital and that any such access and examination shall be made during the normal business hours of Hospital's business office.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City and the Authority, acting collectively, and Hospital is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City and the Authority and Hospital for any purpose.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If

any signature of this Agreement is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

CITY OF GLENPOOL

DATE EXECUTED

By: 
Timothy Lee Fox, Mayor

October 2, 2017

Attest:

By: 
City Clerk, Susan White

October 2, 2017

Approved as to form:

By: 
City Attorney, Lowell L. Peterson

10/2/17



GLENPOOL INDUSTRIAL AUTHORITY

DATE EXECUTED

By: 
Timothy Lee Fox, Chair

October 2, 2017

Attest:

By: 
Trust Clerk, Susan White

October 2, 2017

Approved as to form:

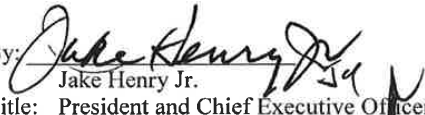
By: 
Trust Attorney, Lowell L. Peterson

10/2/17



SAINT FRANCIS HOSPITAL SOUTH, LLC
an Oklahoma non-profit limited liability company

By:

By: 
Jake Henry Jr.
Title: President and Chief Executive Officer

EXHIBITS

A – L1 B1 St. Francis Glenpool Addition

B – Project Improvement Costs Eligible for Reimbursement

C – Ordinance No. 715

PART OF THE NORTHEAST QUARTER (NE4) OF THE NORTHEAST QUARTER (NE4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

Address	Zip
WILLIAM CHILDS COMPANY STRUCTURAL CONSULTANTS INC 208 EAST BRADY STREET TULSA, OK 74103 (817) 544-3555 OILFIELD, CA 91460 EXP DATE 6/30/13	WILSON JERRY WYLLIE INC 218 EIGHTH AND ANNE OILFIELD, CA 91462 TEL 916-78-1484 P.O. BOX 1506, CA 91502 EXP/REG 6/30/16 WYLLIE JERRY WYLLIE INC

SHREVEPORT HEALTH SYSTEM
ATTN: BOB GOSWAMY DIRECTOR
OF REGIONAL OUTPAT
418 SOUTH FIVE AVENUE
TULSA OK 74106

DIR	DRIVING DIRECTION
LAA	LANE OF NO. ADDRESS
W/T	WEIGHT BASED ON

- [illegible]

I hereby certify that all real estate taxes involved in this plan have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$50,000 per trust receipt on Exemption as applied in 2018 taxes. This certificate is NOT to be construed as payment of 2018 taxes. The plan has been in effect in order that this plan may be used for the correct 2018 taxes may exceed the amount of the security deposit.

I hereby certify that all real estate taxes involved in this plan have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$50,000 per trust receipt on Exemption as applied in 2018 taxes. This certificate is NOT to be construed as payment of 2018 taxes. The plan is in place in order that this plan may be used to cover 2018 taxes may exceed the amount of the security deposit.

Deputy
Dennis Smith
Tulsa County Trust
Hill
Deputy

STATE OF OKLAHOMA
COUNTY OF TULSA

District No. 19 ... of Greenwich Co.
 P.S.T. (P.V.) Isaac L. Green

Sheet 1 of 2

EXHIBIT B

COST OF PUBLIC IMPROVEMENTS REIMBURSABLE TO ST. FRANCIS HOSPITAL SOUTH

S. Broadway Improvement Project	\$ 714,131.49	
W. 151 st Street Intersection, Ingress and Egress Corrections, Alignment with Medians	179,934.10	
Sanitary Sewer Line Extension, 151 st Street South to SFHS Property Line	116,646.02	
Water Line Extension	<u>96,431.05</u>	
Total Cost of Improvements	<u>\$1,107,142.66</u>	
LESS St. Francis' Cost Share – Proportional to 15 of 106 Benefited Acres (14%)	<u>154,999.96</u>	(1)
Recoverable Cost to St. Francis Hospital South Pursuant to Reimbursement Agreement Payable Quarterly over a Ten (10)-Year Period	<u>\$952,142.17</u>	

EXHIBIT C

ORDINANCE NO.715

AN ORDINANCE THAT: (A) LEVIES AND ASSESSES AND TWENTY-NINE HUNDREDTHS OF ONE PERCENT (0.29%) ON THE GROSS RECEIPTS OR PROCEEDS ON TAXABLE SALES OF GOODS AND SERVICES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF GLENPOOL, OKLAHOMA, IN ADDITION TO PRESENT SALES TAXES UPON SUCH GROSS RECEIPTS OR PROCEEDS, FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS PERTAINING TO ROAD AND STREET IMPROVEMENTS, WATER AND WASTEWATER SYSTEM IMPROVEMENTS, STORM SEWER IMPROVEMENTS, ACQUISITION OF PARKS MAINTENANCE EQUIPMENT, IMPROVEMENTS TO PUBLIC PARK LANDS AND FACILITIES, AND PROMOTING ECONOMIC DEVELOPMENT, ALL WITHIN SAID CITY, AND/OR TO BE APPLIED OR PLEDGED TOWARD THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF SAID CITY FOR SUCH PURPOSE; (B) PROVIDES FOR SUCH SALES TAX TO COMMENCE ON JANUARY 1, 2017; (C) PROVIDES FOR THE DURATION OF SUCH SALES TAX FOR NO MORE THAN 20 YEARS; (D) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH SALES TAX AND PENALTIES FOR THE FAILURE TO DO SO; AND (E) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY AND LAWFUL FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF THIS ORDINANCE

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

SECTION 1. CITATION AND CODIFICATION. This Ordinance shall be known and may be cited as "City of Glenpool Sales Tax Ordinance No. 715 of 2016."

SECTION 2. DEFINITIONS. In addition to such definitions of words, terms or phrases adopted in the text of this Ordinance, the definitions of words, terms or phrases contained in the Oklahoma Sales Tax Code, Title 68, Oklahoma Statutes, Section 1352, as amended, are hereby adopted by reference and made a part of this Ordinance.

SECTION 3. TAX COLLECTOR DEFINED. The term "Tax Collector" as used herein means, as applicable, the department of the City government or the Oklahoma Tax Commission duly designated according to contractual pursuant to Section 2702 of Title 68 of the Oklahoma Statutes, as amended, and authorized by law to assess, collect and enforce administer the collection of the sales tax hereby levied and remit the same to the City of Glenpool.

SECTION 4. CLASSIFICATION OF TAXPAYERS. For the purpose of this Ordinance, the classification of taxpayers hereunder shall be as prescribed by State law for purposes of the Oklahoma Sales Tax Code.

SECTION 5. STATE PERMITS. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to Section 1364 of the Oklahoma Sales Tax Code are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

SECTION 6. EFFECTIVE DATE. Pursuant to Section 2705 of Title 68 of the Oklahoma Statutes, this Ordinance shall become and be effective on and after January 1, 2017, subject to approval by a majority of the registered voters of the City of Glenpool, Oklahoma, voting on same in the manner prescribed by Title 11, Oklahoma Statutes, Sections 16-101 et seq., as amended.

SECTION 7. PURPOSE OF REVENUES.

A. Pursuant to Section 2701 of Title 68 of the Oklahoma Statutes, it is hereby declared to be the specific and limited purpose of this Ordinance to provide revenues to be placed in a separate, special fund to be used to fund capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purposes, including payment of the costs of issuance of such indebtedness.

B. "Capital Improvements," as used above in connection with "capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma," shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to, the purchase, lease or rental of machinery, equipment and fixtures and the acquisition of all real properties necessary in connection with the construction, reconstruction and repair of buildings, appurtenances and improvements to real property including the construction, reconstruction and repair of roads, streets, alleys, trails, sidewalks, and other public ways, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; the construction, reconstruction and repair of water facilities, sanitary and storm sewer systems and facilities, drainage improvements, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; in connection with public parks and park land, cultural and recreational facilities; and the costs and expenses related to the aforesaid including, design, engineering, architectural, acquisition of real property and legal fees.

C. There is hereby created a limited-purpose fund and all revenue generated by the sales tax hereby levied shall be deposited therein. Money in the fund shall be accumulated from year to year. The fund shall be placed in an insured interest-bearing account and the interest which accrues on the fund shall be retained in the fund. The fund shall be non-fiscal and shall not be considered in computing any levy when the municipality makes its estimate to the excise board for needed appropriations. Money in the

limited-purpose tax fund shall be expended only as accumulated and only for the purposes specifically described in this Ordinance, subject to approval by the voters.

SECTION 8. TERM OF TAX. The twenty-nine hundredths of one percent (.29%) sales tax hereby levied, if adopted by a vote of registered electors on April 5, 2016, shall take effect on January 1, 2017, being the first day of a calendar quarter, and shall be and remain in effect thereafter until such time as this Ordinance is repealed by a vote of the electors of the City at an election held for such purpose or upon the expiration of twenty years from the effective date of January 1, 2017, whichever occurs sooner; *provided that, if* the proceeds of any sales tax hereby levied are being used by the City of Glenpool for the purpose of retiring indebtedness incurred by the City or by a public trust of which the City is a beneficiary for the specific purpose for which the sales tax was imposed, the sales tax shall not be repealed until such time as the indebtedness is retired. However, in no event shall the life of the tax be extended beyond the duration of twenty (20) years unless a longer duration is submitted to and approved by the voters of the City.

SECTION 9. TAX RATE - SALES SUBJECT TO TAX. There is hereby levied in addition to all other taxes in effect in the City of Glenpool, Oklahoma, an excise tax of twenty-nine hundredths of one percent (.29%), upon the gross proceeds or gross receipts derived from all sales or services in the City of Glenpool, Oklahoma, upon which a consumer sales tax is levied by the State of Oklahoma under the Oklahoma Sales Tax Code in accordance with the Term of the Tax stated in Section 8 of this Ordinance.

SECTION 10. EXEMPTIONS. There is hereby specifically exempted from the tax levied by this Ordinance all items that are exempt from State sales tax under any section of the Oklahoma Sales Tax Code, including without limitation the transfer of such intangible personal property as is so exempted.

SECTION 11. TAX DUE DATE - RETURNS - RECORDS. The tax levied hereunder shall be due and payable to the Tax Collector at the time and in the manner and form prescribed for payment of the State sales tax under the Oklahoma Sales Tax Code.

SECTION 12. PAYMENT OF TAX - BRACKETS. The bracket system for the collection of the twenty-nine hundredths of one percent (.29%) City sales tax provided for herein by the Tax Collector shall be the same as is hereafter adopted by the agreement of the City of Glenpool, Oklahoma, and the Tax Collector, in the collection of the twenty-nine hundredths of one percent (0.29%) City sales tax provided for herein and any applicable State sales tax.

SECTION 13. TAX CONSTITUTES DEBT. Taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors, and may be collected by suit in the same manner as any other debt.

SECTION 14. VENDOR'S DUTY TO COLLECT TAX.

A. The tax levied hereunder shall be paid by the consumer or user to the vendor, as defined Section 1352(28) of the Oklahoma Sales Tax Code, as trustee for and on account of the City of Glenpool, and it shall be the duty of each and every vendor in this City to collect from the consumer or user, the full amount of the tax levied by this Ordinance, or any amount equal as nearly as possible or practicable to the average equivalent thereof. Any sum or sums collected or accrued or required to be collected or accrued hereunder shall be deemed to be held in trust for the City of Glenpool, Oklahoma, and, as trustee, any collecting vendor or holder of a direct payment permit as provided by Section 1362.1 of the Oklahoma Sales Tax Code, shall have a fiduciary duty to the City of Glenpool, Oklahoma, in regard to such sums and shall be subject to the trust laws of the State of Oklahoma. Any vendor who willfully or intentionally fails to remit the tax, after the tax levied by this article was collected from the consumer or user, and appropriates the tax held in trust to the vendor's own use, or to the use of any person not entitled thereto, without authority of law, shall upon conviction be guilty of embezzlement.

B. Vendors shall add the tax imposed hereunder, or the average equivalent thereof, to the sales price or charge for all non-exempt goods and services and, when added, such tax shall constitute a part of such price or charges, shall constitute debt from the consumer or user to such vendor until paid, and shall be recoverable at law in the same manner as other debts.

C. A vendor who, in any manner whatsoever, willfully or intentionally fails, neglects or refuses to collect the full amount of the tax levied by this Ordinance, or willfully or intentionally fails, neglects or refuses to comply with the provisions hereof or remits or rebates to a consumer or user, either directly or indirectly, and by whatsoever means, all or any part of the tax herein levied, or makes in any form of advertising, verbally or otherwise, any statement which infers that the vendor is absorbing the tax, or paying the tax for the consumer or user by an adjustment of prices or at a price including the tax, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), and upon conviction for a second or other subsequent offense shall be fined not more than One Thousand Dollars (\$1,000.00), or incarcerated for not more than sixty (60) days, or both; *provided that*, sales by vending machines may be made at a stated price which includes State and any municipal sales tax.

SECTION 15. RETURNS AND REMITTANCES DISCOUNTS. Returns and remittances of the tax hereby levied and collected shall be made to the Tax Collector at the time and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Sales Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Sales Tax Code for collection of State sales tax.

SECTION 16. INTEREST AND PENALTIES - DELINQUENCY. The provisions of Title 68, Oklahoma Statutes, Section 217, as amended, and of Title 68, Oklahoma Statutes, Sections 1350, *et seq.*, as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the tax levied by this Ordinance. *Provided that*, the failure or refusal of any taxpayer to make and transmit the

reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five days the taxpayer shall forfeit his claim to any discount allowed under this Ordinance.

SECTION 17. WAIVER OF INTEREST AND PENALTIES. The interest or penalty or any portion thereof accruing by reason of a taxpayer's failure to pay the City sales tax herein levied may be waived or remitted in the same manner as provided for such waiver or remittance as applied in administration of the State sales tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and to accomplish the purposes of this Section the applicable provisions of such Section 220 are hereby adopted by reference and made a part of this Ordinance.

SECTION 18. ERRONEOUS PAYMENTS - CLAIM FOR REFUND. Refund of erroneous payment of the City sales tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedure, and under the same limitations of time, as provided for administration of the State sales tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this Section, the applicable provisions of such Section 227 are hereby adopted by reference and made a part of this Ordinance.

SECTION 19. FRAUDULENT RETURNS. In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose for avoiding or escaping payment for any tax or portion thereof rightfully due under this Ordinance shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

SECTION 20. RECORDS CONFIDENTIAL. The confidential and privileged nature of the records and files concerning the administration of the City sales tax is legislatively recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, of the Oklahoma Sales Tax Code, and each subsection thereof is hereby adopted by reference and made fully effective and applicable to administration of the City sales tax as if here set forth in full.

SECTION 21. AMENDMENTS. The people of the City of Glenpool, Oklahoma, by their approval of this Ordinance at the election herein above provided, hereby authorize the City Council by subsequent ordinances duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax herein provided, nor the term, nor the purpose of the tax herein provided, shall be changed without approval by the qualified electors of the City as provided by law.

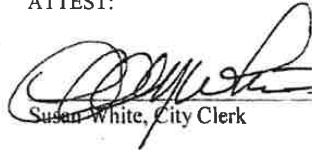
SECTION 22. PROVISIONS CUMULATIVE. The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

SECTION 23. PROVISIONS SEVERABLE. The provisions hereof are hereby declared to be severable and, if any section, subsection, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by any court of competent jurisdiction such decision shall not affect any other section, subsection, paragraph, sentence or clause hereof.

PASSED AND APPROVED by the City Council of the City of Glenpool this 1st day of February 2016.



ATTEST:


Susan White, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:


Lowell Peterson, City Attorney

STATE OF OKLAHOMA)
TULSA COUNTY) SS
CITY OF GLENPOOL)

I, the undersigned, the duly qualified and acting City Clerk of the City of Glenpool, Oklahoma, do hereby certify the foregoing is a true and correct and complete copy of the proceedings of the governing body of said City relating to the adoption of an Ordinance identified as Ordinance No. 715, as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the schedule of regular meetings for calendar year 2016 which was filed in my office prior to December 15, 2015, and the notice and agenda which was posted in prominent public view at the City Hall, 12205 S. Yukon Avenue, Glenpool, Oklahoma, at least twenty-four hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 1st day of February 2016.



Susan White, City Clerk





To: Mayor and Council

From: David Tillotson, City Manager *DT*

Date: December 6, 2018

Re: INCOG Board Appointment

Background:

The INCOG bylaws require that members of the Board of Directors be appointed in each odd-numbered year to serve a two-year term. The representative must be an elected official. Glenpool is currently represented on the INCOG Board by Mayor Fox. Lowell Peterson and I serve as alternates.

Additionally, the bylaws request that the Council appoint an elected official as a representative to the General Assembly, which typically meets once per year. Mayor Fox is the current appointed representative to the General Assembly and I serve as the alternate.

INCOG has requested that the Council appoint their representative, and any alternates, for both the Board of Directors and the General Assembly. Mayor Fox has indicated his willingness to serve in these positions for another term.

Staff Recommendation:

Staff recommends appointing Mayor Tim Fox, with David Tillotson and Susan White as his alternates, to the INCOG Board of Directors, and Mayor Tim Fox, with David Tillotson as his alternate, to the General Assembly.

Attachments:

- Letter from INCOG



Regional Partners — Regional Solutions

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

November 26, 2018

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

Re: Appointments to INCOG Board of Directors and General Assembly

Dear Mayor Fox:

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

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

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

Please notify us of your INCOG Board and General Assembly appointments in writing or by email to lbrewer@incog.org by January 4, 2019, if possible. If you have any questions, please do not hesitate to contact me or LaDonna Brewer at (918) 584-7526. We look forward to continuing to work with you in the coming year.

Sincerely,

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

Rich Brierre
Executive Director

RB/lb

cc: David Tillotson
Lowell Peterson