



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on April 6, 2020, via Zoom video conference. Council members will not be present in person. **TO JOIN MEETING:**

- **By computer/iPad:** <https://us04web.zoom.us/j/807169338> Meeting ID: 807 169 338.
- **By phone:** 1-253-215-8782 OR 1-301-715-8592 Meeting ID: 807 169 338.

*The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are required to complete the Request to Speak form located on our website: Glenpoolonline.com and emailed to the City Clerk: Wknight@cityofGlenpool.com **PRIOR TO 6:00 PM April 6, 2020.***

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Jason Yarbrough, First Baptist Church	
D) Community Development Report – David Tillotson, City Manager	
1) Community Development Director's Report 04 06 20	4 - 9
E) Treasurers Report – John Gonsalves, Finance Director	
1) FEBRUARY TREASURER'S REPORT	10 - 26
F) City Manager Report – David Tillotson, City Manager	
1) CM Report.04062020	27
G) Mayor Report – Timothy Lee Fox, Mayor	
H) Council Comments	
I) Public Comments	
J) Scheduled Business	
1) Discussion and possible action to approve minutes from March 16, 2020 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 16 Mar 2020 - Minutes - Html	28 - 31
2) GZ-275: a request to change zoning on 4.7 acres of unplatted lands by instrument of Ordinance No. 770 , subject site located on north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping); SVN, Max A. Heidenreich, applicant; Doug Griffith, owner. (James McHendry, City Planner)	32 - 50
a. Public Hearing on application.	
b. Discussion and possible action to approve Ordinance No. 770 , an Ordinance amending Ordinance No. 746, Title 11 , of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Intensity to CS (Commercial Shopping), as recommended by the Planning Commission under application GZ-275 ; and repealing all Ordinances or parts	

of Ordinances in conflict herewith.

[Ordinance No. 770 20200316_GZ_275_staff_report_CC_final](#)

- 3) **PUD 38**, Final Development Plan, *Elm Point II*: Discussion and possible action to approve **Ordinance No. 771**, an Ordinance amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CS (Commercial Shopping), RD (Residential Duplex), and PUD 23 (Glenshire Court) to PUD 38 (Elm Pointe II) as recommended by the Planning Commission under application PUD 38 (Elm Pointe II); and repealing all Ordinances or parts of Ordinances in conflict herewith.
(James McHendry, City Planner)

51 - 94

[Ordinance No. 771 20200406_PUD_38_staff_report_final](#)

- 4) **PUD 41**, Final Development Plan, Twin Ponds: a request to change zoning on 22.48 acre site from AG (Agriculture) to **PUD 41**, as documented in the *Twin Ponds*, Final Development Plan by instrument of **Ordinance 772**; subject site is that of the *Twin Ponds* (Final Plat) application, generally located north of 181st Street South and a half mile west of US Hwy. 75; Ryan McCarty, applicant; Dan Beeler, Owner.
(James McHendry, City Planner)

95 - 137

a. Public Hearing on application.

b. Discussion and possible action to approve **Ordinance No. 772**, an Ordinance Amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to **PUD 41** (Twin Ponds) as recommended by the Planning Commission under application **PUD 41** (Twin Ponds); and repealing all Ordinances or parts of Ordinances in conflict herewith.

[Ordinance No. 772 20200310_PUD_41_twin_ponds_CC_staff_report](#)

- 5) **Final Plat, Twin Ponds**: Discussion and possible action to approve the Final Plat for Twin Ponds, **PUD 41**, a 15-lot single family-residential development generally located on 22.48 acres, north of 181st Street South and a half mile west of US Hwy. 75 on lands currently zoned AG (agriculture).
Select Design, Ryan McCarty - applicant | Dan Beeler - owner
(James McHendry, City Planner)

138 - 147

[20200316_twin_ponds_final_plat_council_staff_report_final](#)

- 6) Discussion and possible action to adopt Ordinance No. 773, an ordinance adding Section 6-1E-7 to the Code of Ordinances of the City of Glenpool, prohibiting the violation of a state or local emergency declaration and providing the penalty therefore.
(David Tillotson, City Manager)

148 - 153

[Ordinance No. 773](#)

- 7) Discussion and possible action to adopt an Emergency Clause for Ordinance No. 773.
(David Tillotson, City Manager)

154

[Emergency Clause Ordinance No. 773](#)

- 8) Discussion and possible action to approve Resolution No. 2020003, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency.
(David Tillotson, City Manager)

155 - 156

[Resolution No. 2020003 Declaration of Emergency Continuation.04062020](#)

- 9) Discussion and possible action to approve the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole. 157 - 171
(David Tillotson, City Manager)
[Black Gold Park Concession Renewal](#)
- 10) Discussion and possible action to approve the User Agreement between the City of Glenpool and the Glenpool Youth Baseball League for the use of the Morris Park baseball fields. 172 - 194
(David Tillotson, City Manager)
[04 06 20 Morris Park Baseball Lease Renewal](#)
- 11) Discussion and possible action to enter into an agreement with SignalTek for the purchase and installation of the solar powered School Zone traffic signals in an amount not to exceed \$35,000.00 to be funded from the FY 2019/2020 Budget Item No. 01-6-14-6274 Street Maintenance and to authorize the City Manager to execute same on behalf of the City. 195 - 201
(David Tillotson, City Manager)
[04 06 20 School Zone Signage](#)
- 12) Discussion and possible action to approve the Contract Amendment with Crafton/Tull & Associates, Inc. in a total amount not to exceed \$25,000.00 and to authorize the City Manager to execute same. 202 - 217
(David Tillotson, City Manager)
[04 06 20 CraftonTull Contract Change Order](#)
- 13) Discussion and possible action to approve Resolution No. 2020004, a Resolution renewing the User Agreement between the City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex [less the concession facility], and the User Agreement between City of Glenpool and Lance and Michelle Cole for operation of the Glenpool Soccer Complex concession facility. 218 - 220
(Lowell Peterson, City Attorney)
[Staff Memo Resolution No. 2020004 re Renewal of Lance SoCoSoCl - 040620](#)
[Resolution No. 2020004 renew User Agreements](#)

K) Adjournment

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

Signed: Wendy Knight

City Clerk



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: April 6, 2020

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

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS

A. WARRIOR ROAD REHABILITATION PROJECT; PHASE II

- The second phase of this overall street rehabilitation project has been placed out to public bid currently. The advertised bid includes a Pre-bid meeting scheduled for April 17th with final bids being accepted and read on April 24th. Assuming there is a successful Bidder on this project, a proposed construction contract with the recommended contractor will be submitted to the Council for consideration and approval at the May 4th Council meeting. Assuming Council approval to enter into a construction contract with the successful Bidder, actual field work could commence sometime in the week of May 4th. The construction contract will have a 60 calendar day duration from Notice to Proceed thru Substantial Completion. The resulting work schedule should accommodate a completion several weeks prior to the actual start of the 2020/2021 school year.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

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

- The approved final subdivision plat was recorded in December.
- Currently, there are fourteen (14) active residential building permits within this addition.

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

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and has been developed and completed under the terms and conditions specified in the TIF District Agreement approved for this project.
- Casey's General Store project is fully complete and is in operation as the first to do so inside this development.
- The applications for site plan and building permit approval for a Sherwin/Williams Paint Store outlet facility have been approved for construction on a newly created lot (lot split) in the Brookover Corner II Addition. As of this date, on-site construction has started with completion anticipated in August.

C. GLEN HILLS: BLOCKS 7 THRU 11 (PHASE I): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE

- Currently, there are a total of twenty four (24) residences under construction in this addition that are in various stages of completion.

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

- Currently, there are eight (8) residences under construction in this addition that are in various stages of completion.

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

- Site development improvement construction on the Phase I portion of the project started in July, 2019 and is anticipated to be complete in August , 2020

F. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- The site grading and utility service construction started in July, 2019 and is projected to be complete in July, 2020.
- Construction on all seven (7) individual buildings started in October, 2019 and will continue through July, 2020.

G. ASHTON/GRAY RETAIL CENTER:

- This Commercial Development project is located at the southwest corner of the 121st Street and Yukon Avenue consisting of a multi-tenant building structure supported by various on-site parking lot and access drive improvements.
- The building permit for this project was issued in August, 2019 and the Developer is estimating project completion in June, 2020.

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

*Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight*

www.glenpoolonline.com

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- **FINAL DEVELOPMENT PLAN, TWIN PONDS, (PUD 41):**
Application for PUD 41, as documented in the Twin Ponds Final Development Plan to be platted as Twin Ponds Addition was approved at the 2/28 Planning Commission meeting, to be brought forth to Council 4/6. The Project is generally located north of 181st Street South and a quarter mile west of US Hwy. 75. Select Design, Ryan McCarty: Applicant. Dan Beeler: Owner.
- **GZ-275 - UNPLATTED LANDS**
Request to change the zoning on 4.7 acres of unplatted property located on the north side of 151st was approved at the 2/28 Planning Commission meeting, to be brought forth to Council 4/6. The site is generally located one quarter mile east of South Elwood Avenue. The applicant is requesting a change in the current zoning classification from RS-3 (single family high intensity) to CS (commercial shopping). Max A Heidenreich: Applicant. Doug Griffith: Owner

B. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

- **PRELIMINARY SUBDIVISION PLAT, GLENPOOL TOWNE CENTER**
Application for Preliminary Plat, Glenpool Town Center a 37.57-acre six (6) lot commercial zoned development generally located north of 156th Street South just west of US Hwy. 75 on lands currently zoned CS (commercial shopping) and CG (commercial general). SMC, Muhammad Khan: applicant. Glenpool Industrial Trust Authority: owner
 - 04/13/2020 Preliminary Plat to Planning Commission
- **GLEN HILLS BLOCKS 7-11 - K & S DEVELOPMENT INC.**
A residential development located west of northwest corner of 141st Street and Peoria Avenue containing 20.04 acres (Phase II). The proposed subdivision contains 79 single family residential lots with development standards established and previously approved as part of PUD No. 34.
 - 9/28/18 TAC
 - 10/8/18 PC Preliminary Plat Approved
 - TBD | Final Plat application: Pending
- **FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 3: SUMMIT PROPERTIES, INC.**
Application received for Final Subdivision Plat approval, Scissortail Addition, Blocks 1 thru 3, containing 88 single family lots on property zoned RS-3 (single

family high intensity). The site is generally located north of 151st Street South one quarter mile east of South Elwood Avenue

- 03/09/2020 Final Plat application tabled by the Planning Commission, applicant to address staff comments.

- **FINAL SUBDIVISION PLAT: TWIN PONDS: DAN BEALER/SELECT DESIGN**

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

- 8/12/2019 Planning Commission approved Twin Ponds Preliminary Plat and PUD 41
- 9/3/2019 Council approved Twin Ponds Preliminary Plat and PUD 41
- 03/09/2020 Final Plat application to Planning Commission
- 04/06/2020 Final Plat to City Council

- **PRELIMINARY PLAT: THE LAKES AT TWIN MOUNDS**

The Lakes at Twin Mounds consists of approximately 94-acres zoned RS-3 (Residential Single Family - high density) and is located west of US Hwy. 75 - immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).

- 10/14/2019 Planning Commission recommended approval

C. SITE PLAN APPLICATIONS PENDING REVIEW:

- **NONE**

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: MARCH, 2020

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue
- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in March, 2020	8
New Commercial Permits Issued in March, 2020	0
Current Active Residential Permits	52
Current Active Commercial Permits	31
2019 Residential Permits thru March	3
2020 Residential Permits Issued Thru March	27
2019 Commercial Permits Issued Thru February	-0-
2020 Commercial Permits Issued Thru February	2

B. CODE ENFORCEMENT DEPARTMENT: MARCH, 2020

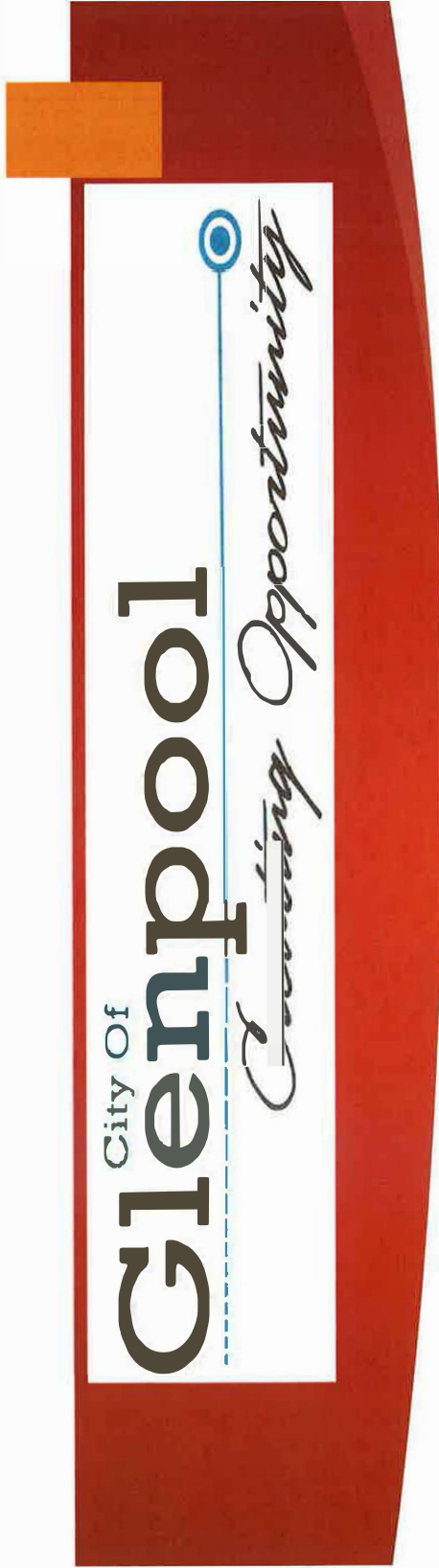
Typical Issues Addressed by Code Enforcement Department:

Public Nuisances and Misc. Code Violations:

- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs

DEPARTMENT ACTIVITY FOR THE MONTH: MARCH, 2020

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	265
Open public nuisance cases thru February	21
Code Enforcement Cases - February	
High grass:	8
Fire damaged structures:	-0-
Illegally parked vehicles:	16
Nuisance abatements (contractor):	-0-
Notices issued for residences with no water service:	1
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	37
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	11
Dilapidated structure/property notices:	4
Trash can/receptacle placement notices:	12
Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	6
Assessment Letters Issued in March	3
Total Assessment Letters Issued in 2020	9



Treasurer's Report FEBRUARY 29TH, 2020

REVENUES AS OF 2/29/2020				EXPENDITURES AS OF 2/29/2020			
FUND	FY19-20	FY19-20	Target	FUND	FY19-20	FY19-20	Target
	BUDGET	ACTUAL YTD	66.67%		BUDGET	ACTUAL	66.67%
GENERAL FUND	\$ 11,616,892	\$ 8,053,490	69%		\$ 11,616,892	\$ 7,246,734	62%
GUSA	\$ 9,103,957	\$ 6,079,888	67%		\$ 9,103,957	\$ 4,586,871	50%
PARKS & RECREATION	\$ 7,596	\$ 9,713	128%		\$ 7,596	\$ -	0%
HOTEL MOTEL TAX	\$ 206,666	\$ 134,700	65%		\$ 206,666	\$ 58,803	28%
GIA	\$ 515,360	\$ 340,577	66%		\$ 515,360	\$ 277,050	54%
STREETS & INFRASTRUCTURE	\$ 878,173	\$ 416,227	47%		\$ 878,173	\$ 351,512	40%
PUBLIC SAFETY CAPITAL	\$ 673,106	\$ 371,681	55%		\$ 673,106	\$ 271,850	40%
PUBLIC SAFETY PERSONNEL	\$ 1,279,403	\$ 785,677	61%		\$ 1,279,403	\$ 780,939	61%
TOTAL	\$ 24,281,153	\$ 16,191,953			\$ 24,281,153	\$ 13,573,760	
							\$ 2,618,193

SUMMARY OF REVENUES AND EXPENDITURES AS OF FEBRUARY 2020, 8TH MONTH IN FISCAL YEAR 2019-2020 OR 66.67% COMPLETED AS OF FEBRUARY 29TH, 2020

*WITHOUT BOND REFINANCING REVENUE

City of Glenpool General Fund Revenues as of FEBRUARY 29TH, 2020 -4.1% DECREASE COMPARED TO PREVIOUS YTD



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

City of Glenpool General Fund Revenues as of FEBRUARY 29TH, 2020

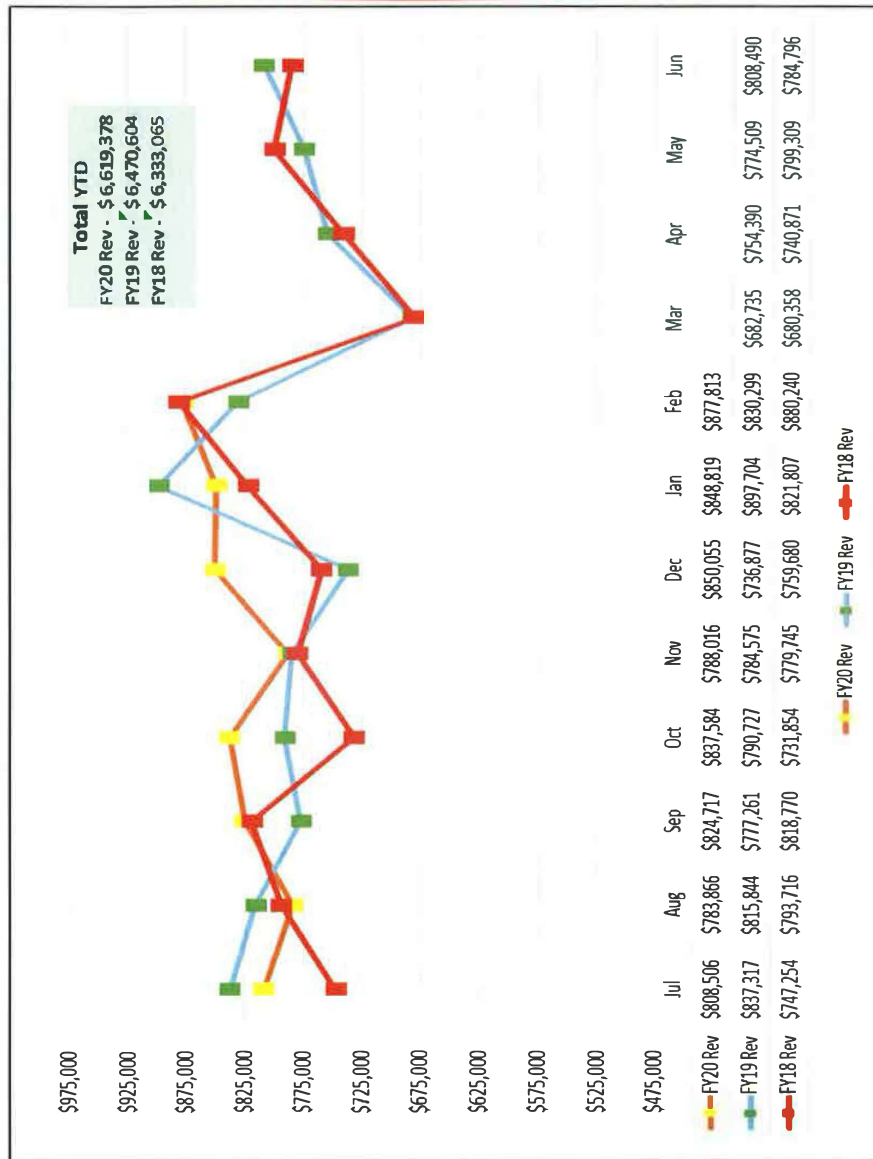
5.3% INCREASE COMPARED TO PREVIOUS YTD IF THE SALE OF THE TCC BUILDING IS
REMOVED





City of Glenpool Sales Tax Revenues - All Funds as of FEBRUARY 29TH, 2020

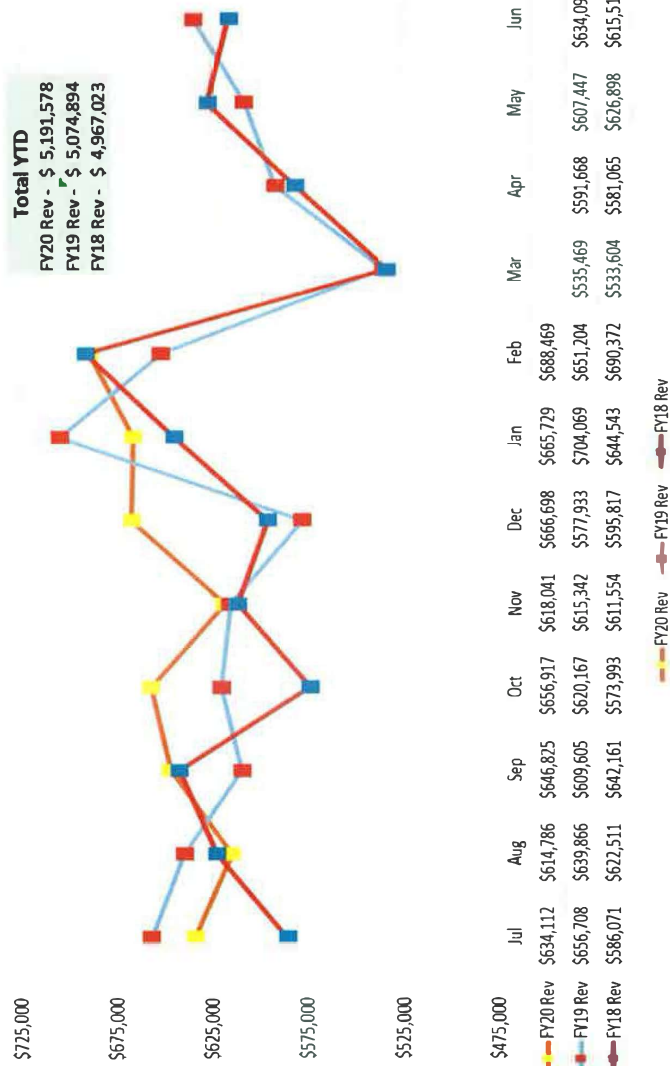
- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
 - ▶ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
 - ▶ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017
- 2.12% INCREASE COMPARED TO PREVIOUS YTD



City of Glenpool Sales Tax Revenues - General Fund as of FEBRUARY 29TH, 2020

2.3% INCREASE
COMPARED TO
PREVIOUS YTD

Total YTD
FY20 Rev - \$ 5,191,578
FY19 Rev - \$ 5,074,894
FY18 Rev - \$ 4,967,023



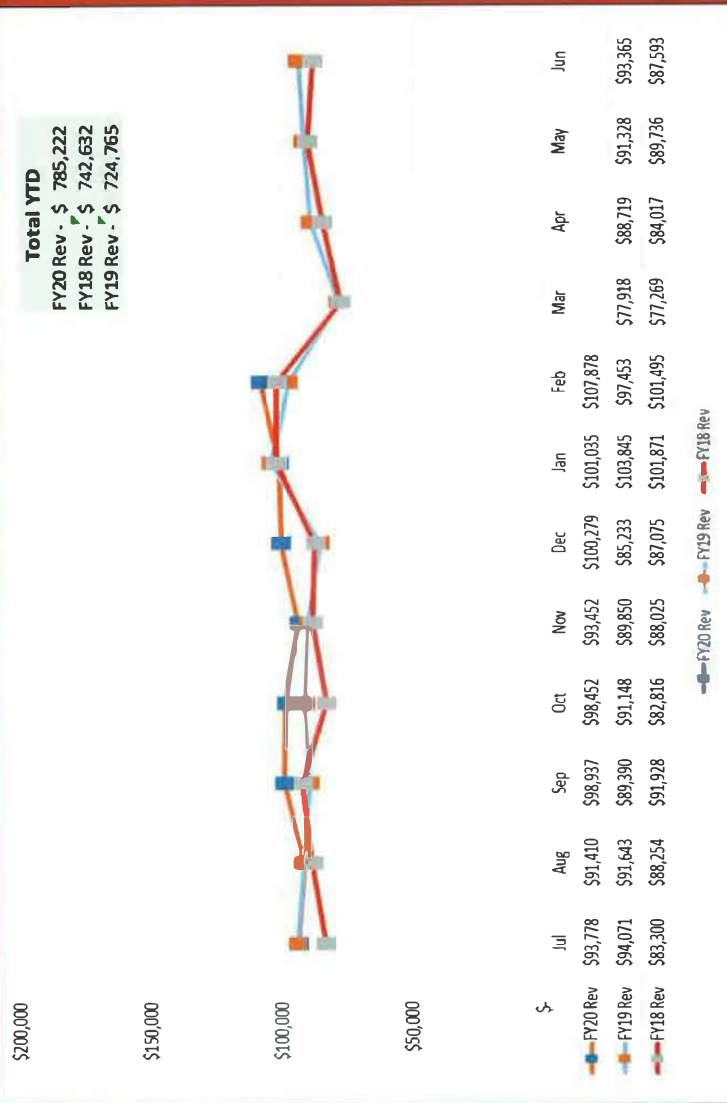
City of Glenpool General Fund Expenditures as of FEBRUARY 29TH, 2020

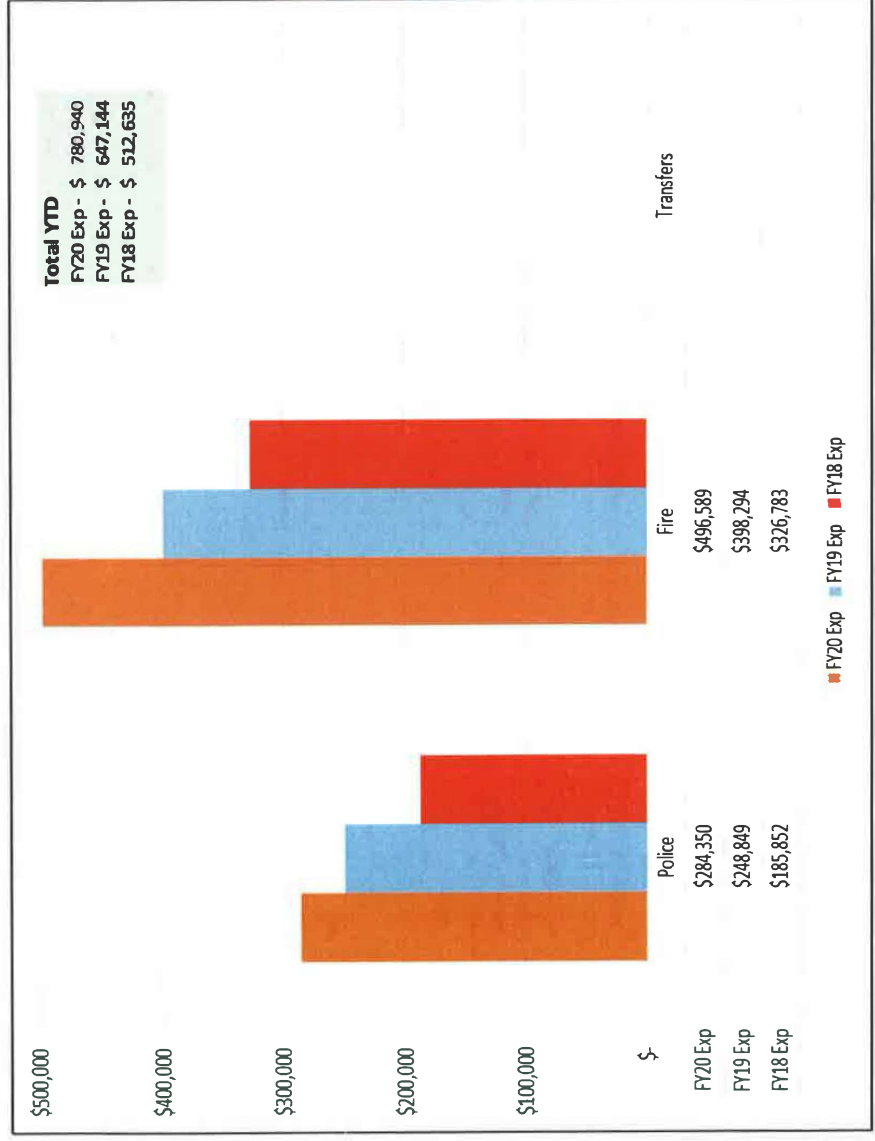
- ▲ General Government includes City Clerk, Finance, and Organizational Expenses
- ▲ Police includes Police, Animal Control and Dispatch
- ▲ Community Services includes Planning, Inspections and Code Enforcement
- ▲ Administration includes City Manager, City Attorney and Human Resources
- ▲ Non-Departmental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



Public Safety Personnel Fund Revenues as of FEBUARY 29TH, 2020

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





Public Safety Personnel Fund Expenditures as of FEBRUARY 29TH, 2020

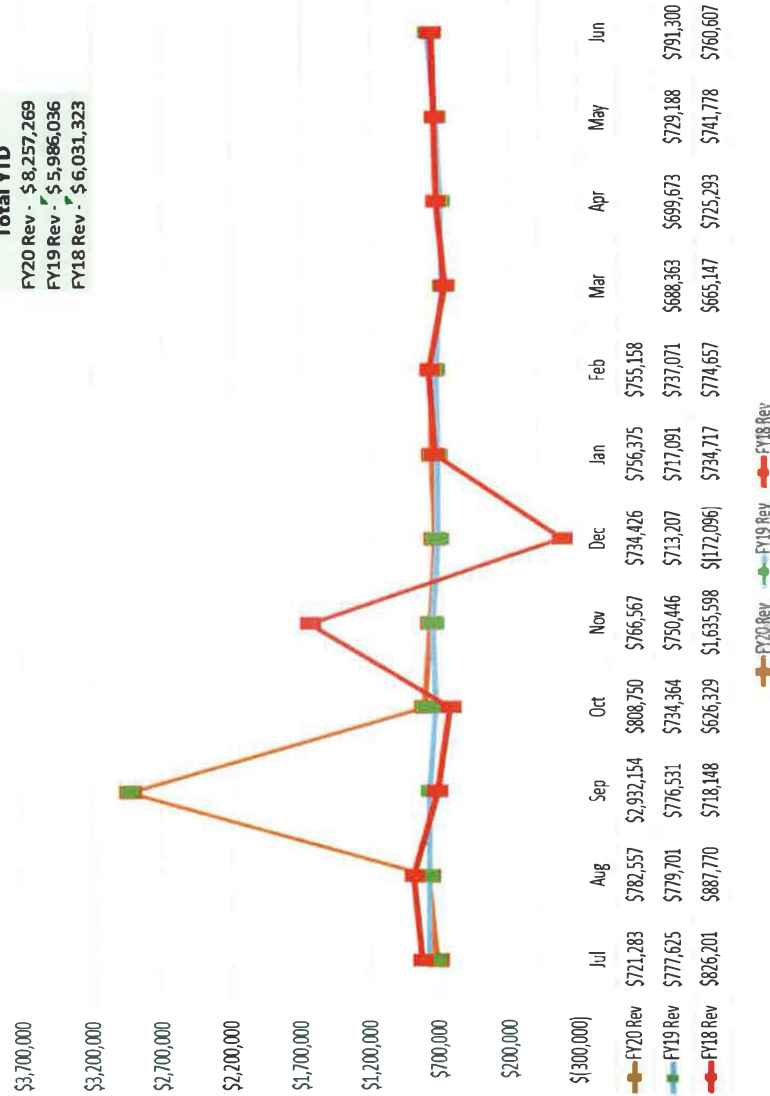
- ▶ Police includes seven officers - personal services and operating expenses
- ▶ Fire includes nine firefighters - personal services and operating expenses

Glenpool Utility Services Authority Revenues as of FEBRUARY 29TH, 2020 37.9% INCREASE COMPARED TO PREVIOUS YTD

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

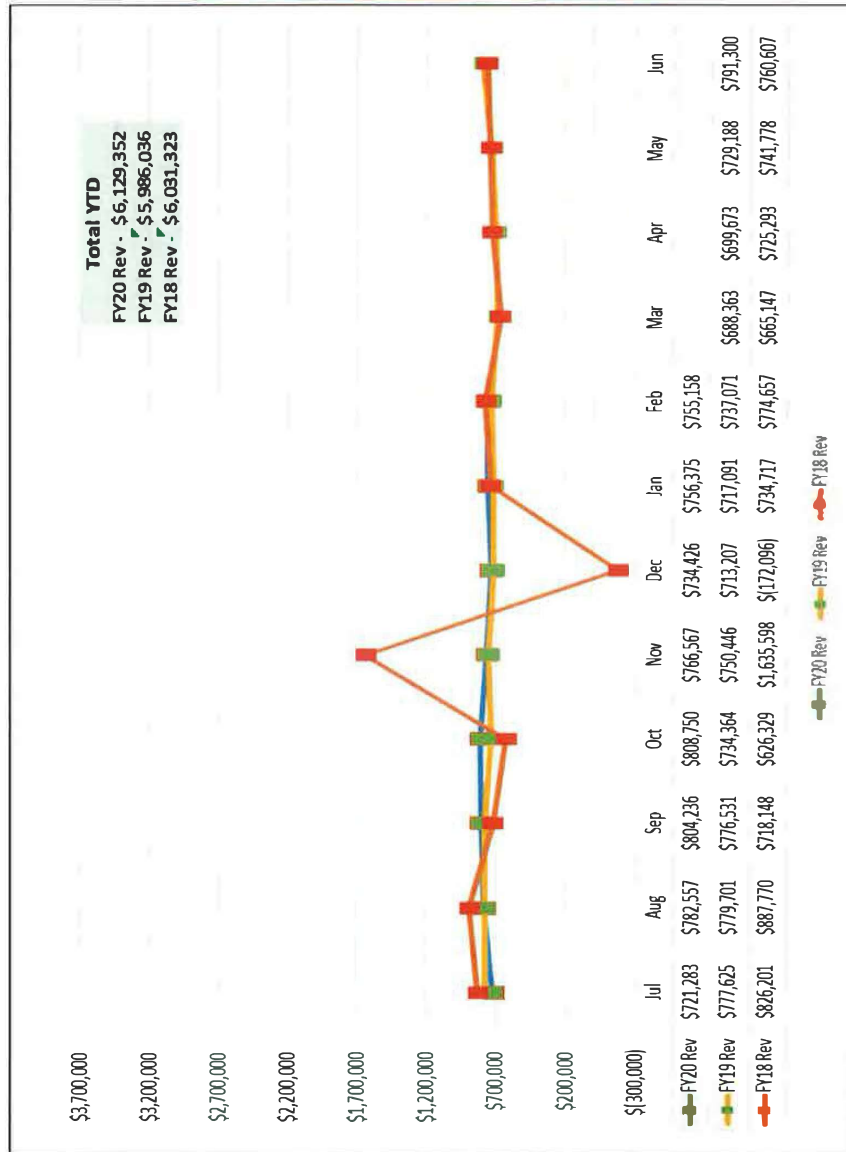
Total YTD

FY20 Rev - \$8,257,269
FY19 Rev - \$5,986,036
FY18 Rev - \$6,031,323

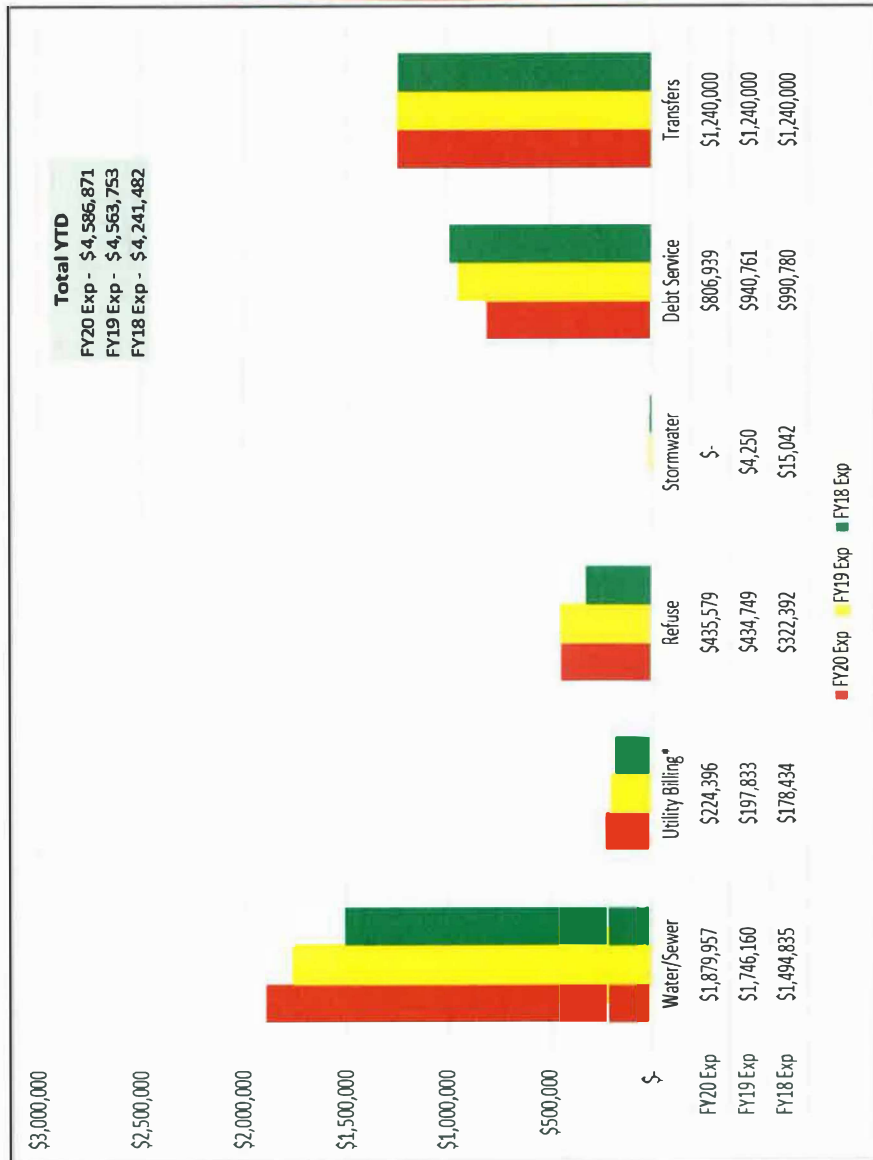


Glenpool Utility Services Authority Revenues as of FEBRUARY 29TH, 2020 2.4% INCREASE COMPARED TO PREVIOUS YTD

*WITHOUT THE REVENUE RECEIVED
FROM REFINANCING THE 2010A,B
AND 2011 BONDS



Glenpool Utility Services Authority Expenses as of FEBRUARY 29TH, 2020

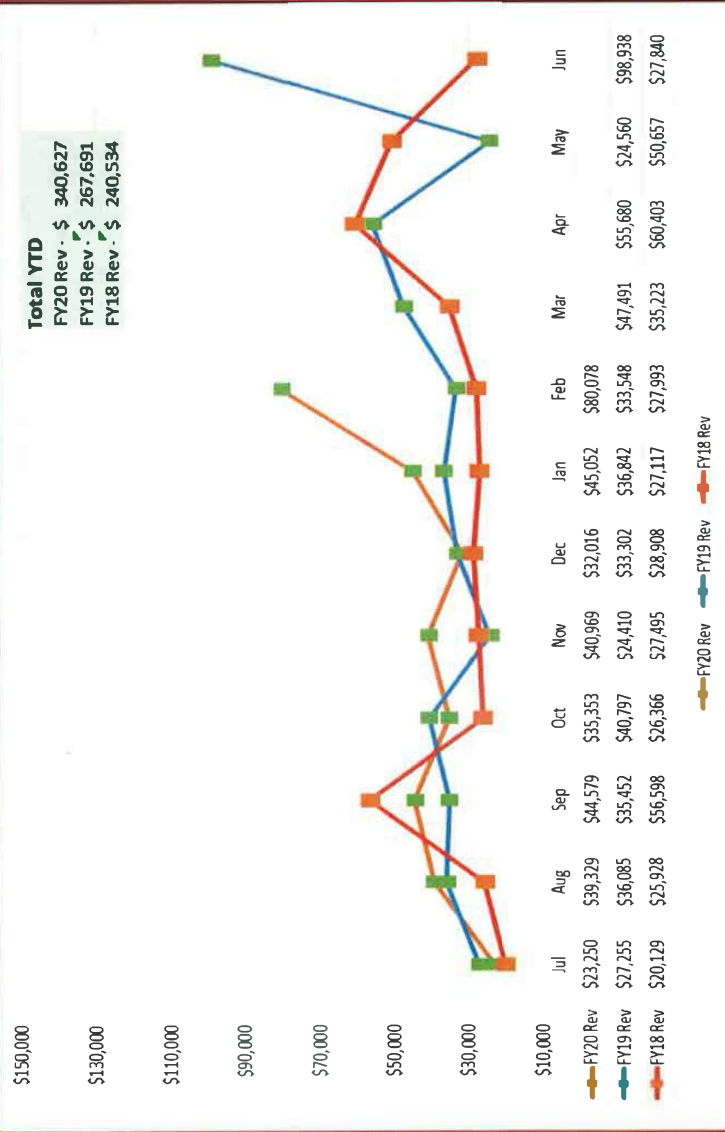


Glenpool Industrial Authority

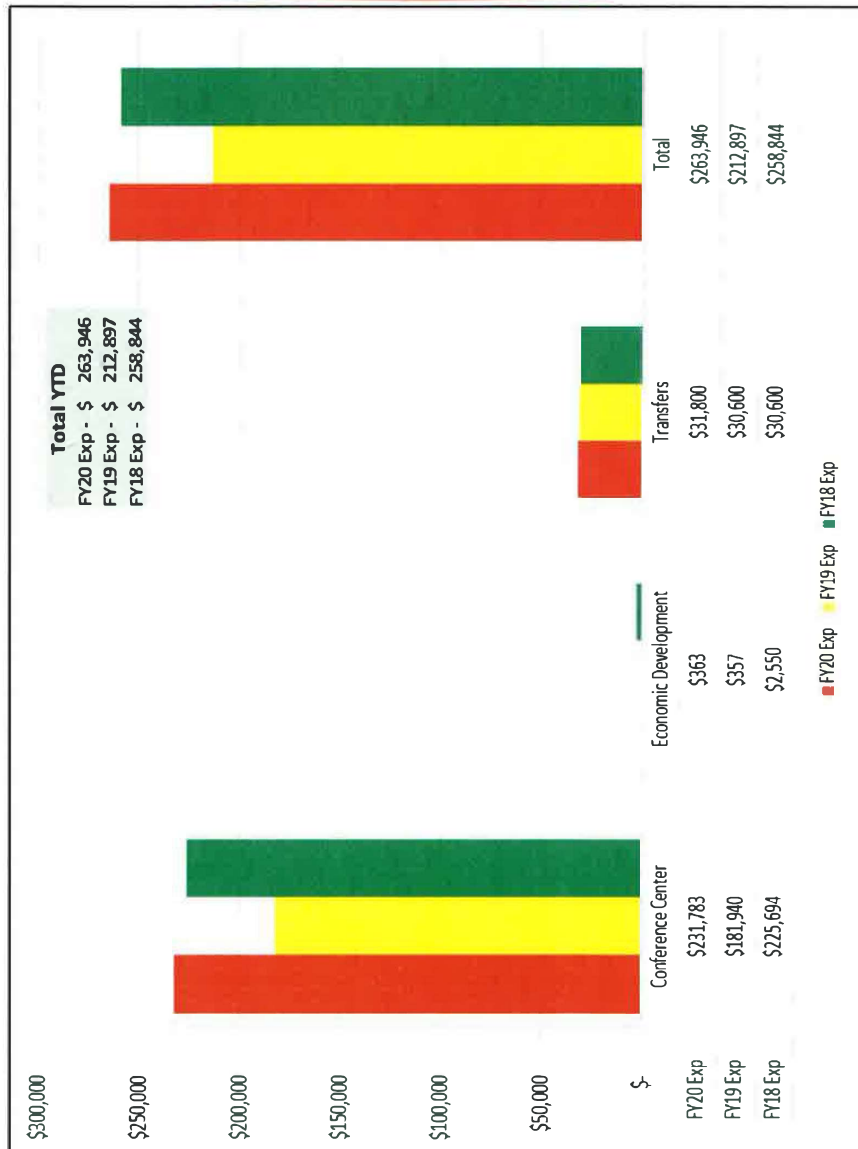
Revenues as of FEBRUARY 29TH, 2020

27% INCREASE COMPARED TO PREVIOUS YTD

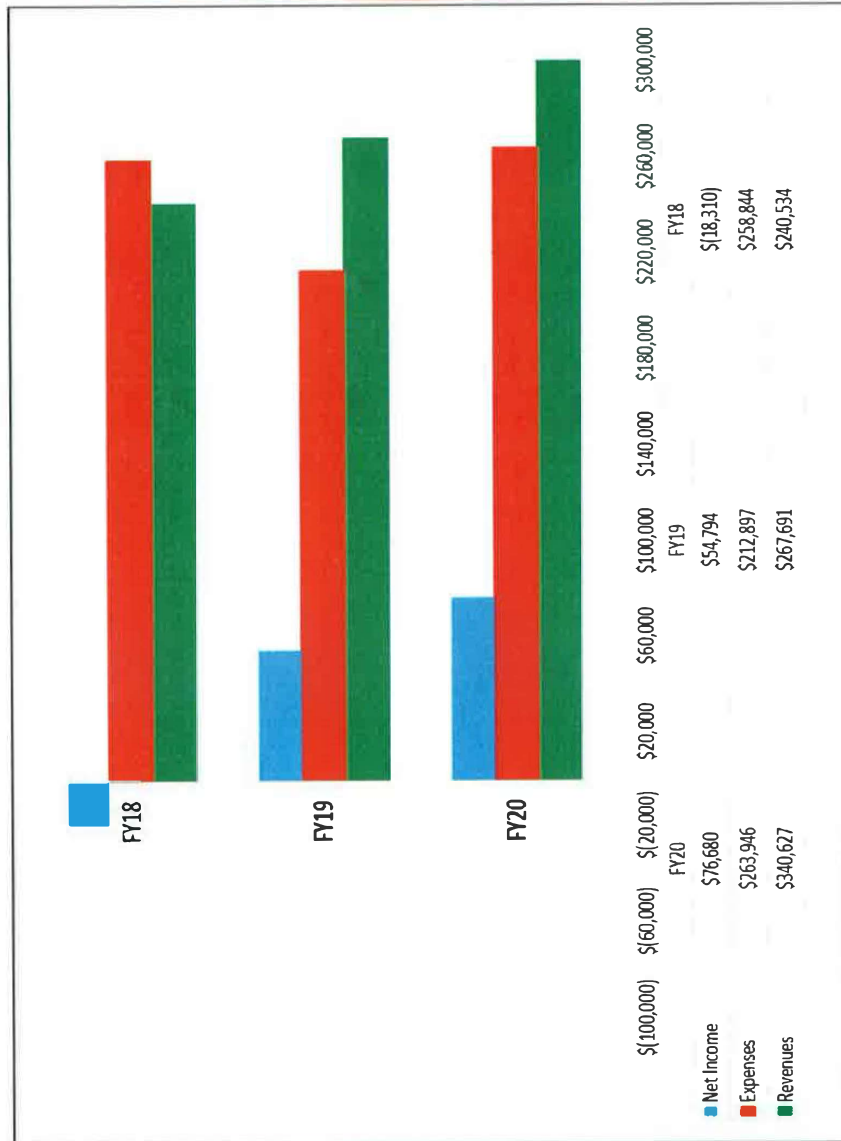
* Increase due to TIF District



Glenpool Industrial Authority Expenses as of FEBRUARY 29TH, 2020



Glenpool Industrial Authority Net Income as of FEBRUARY 29TH, 2020



Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 95,214	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	C	30,000	-	30,000	30,000	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	131,667	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-	
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-	
Kendalwood Park Rehab	NS	200,000	-	200,000	-	
Lift station Rehab Project - Oak Street	IP	132,500	-	132,500	14,747	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	C	750,000	-	750,000	613,591	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,762,504	

Proposition 2 (0.26%) 51

Public Safety Radio System	C	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079	
Police Vehicles	IP	3,000,000	-	3,000,000	451,483	
PD Mobile Computer System	C	208,000	-	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	\$ 2,992,044	
		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,890,956	

Total Props 1 and 2

Proposition 3 (0.55%) 52

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



To: Mayor and Council

From: David Tillotson

Date: March 16, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

Pursuant to temporary legislation enacted by the state legislature, we will be meeting by videoconference during Monday night's meeting. On behalf of the staff, I want to thank you for working with us on this issue.

Our Executive Team continues to meet regularly to discuss this ongoing public health issue. As you know we have made significant changes to City services and employee work conditions over the past couple of weeks, and I expect that we will see additional issues that will need to be addressed before this pandemic ends. We will provide an update to you at the Council meeting based on the latest data we have from the OK Department of Health and the CDC.

DEQ Consent Decree

On the GUSA agenda, you will see an item asking the Board to approve a contract with TetraTech to assist us in the consent decree process with ODEQ. We have a settlement hearing scheduled for April 1st and I will be updating the Board at the meeting Monday night.

Upcoming Events

- None

MINUTES
Regular Meeting
Monday, March 16, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Joyce Calvert
Brandon Kearns

COUNCIL ABSENT: Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin

STAFF ABSENT: Susan White

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:00 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 – Aaron Hunter, Collective Church**
Mayor Fox gave the invocation in Mr. Hunter's absence.
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – David Tillotson, City Manager**
- 1)
 - **Mr. Tillotson** shared a video that discussed the City of Glenpool Core Values.
 - **Paul Newton**, Fire Chief, gave updates of Covid-19. There are currently 10 cases statewide, with 3 being in Tulsa County. Most cases have been tracked being associated with travel. The CDC is recommending 15 days to slow the spread and there are statewide guidelines. All schools have been suspended until April 6th.

- **Mr. Tillotson** added he would be sending out a report tomorrow morning after a staff meeting.

[CM Report.03162020](#)

F) Mayor Report – Timothy Lee Fox, Mayor

- Mayor Fox was pleased that coffee with a cop was well received at Starbucks.

G) Council Comments

Councilor Kearns voiced concerns about the increase of vandalism/destruction of property due to the extended time of school being out. **Councilor Calvert** asked if Jenks City Council has canceled their Council meetings.

H) Public Comments

There were no public comments.

I) Scheduled Business

- 1) Discussion and possible action to approve minutes from March 2, 2020, meeting.
(Wendy Knight, City Clerk)

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve the minutes as presented.

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

CARRIED.

[City Council Regular Meeting - 02 Mar 2020 - Minutes - Html](#)

- 2) Discussion and possible action to appoint Samantha Martin to the Planning Commission and Board of Adjustment to fill the unexpired term of Debra Cutsor, term ending May 11, 2020.
(Timothy Fox, Mayor)

Mayor Fox recommended Council appointing Samantha Martin to the Planning Commission and Board of Adjustment to fill the unexpired term

of Debra Cutsor, term ending May 11, 2020.

Moved by Tim Fox, seconded by Brandon Kearns

To appoint Samantha Martin to the Planning Commission and Board of Adjustment to fill the unexpired term of Debra Cutsor, term ending May 11, 2020.

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

CARRIED.

- 3) Discussion and possible action to enter into Executive Session for the purposes of **(A)** Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act); and **(B)** Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act); and **(C)** Conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act). (David Tillotson, City Manager)

Moved by Brandon Kearns, seconded by Joyce Calvert

To enter into Executive Session at 6:39 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			

City Council Regular Meeting
March 16, 2020

Joyce Calvert	x			
Jacqueline Triplett-Lund				x
Brandon Kearns	x			
	4	0	0	1

CARRIED.

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

Moved by Momodou Ceesay, seconded by Joyce Calvert

To reconvene in Regular Session at 7:22 p.m.

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

CARRIED.

- 5) Discussion and possible action to approve a collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for the 2020-2021 Fiscal Year.
(Susan White, Assistant City Manager)

Mr. Tillotson presented and recommended Discussion and possible action to approve a collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for the 2020-2021 Fiscal Year.

[FY 2020-2021 CBA - IAFF - Final](#)

J) Adjournment

Mayor Fox declared the meeting adjourned at 7:23 p.m.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JAMES TYLER MCHENDRY AICP, CITY PLANNER

DATE: APRIL 6, 2020

ITEM: GZ-275 | ORDINANCE 770

REQUEST: REZONE APPLICATION TO CHANGE ZONING ON 4.7 ACRES OF UNPLATTED LANDS FROM RS-3 (SINGLE FAMILY HIGH INTENSITY) TO CS (COMMERCIAL SHOPPING)

APPLICANT: SVN | MAX A HEIDENREICH

SITE: SITE IS GENERALLY LOCATED ON THE NORTH SIDE OF 151ST AND A QUARTER MILE EAST OF SOUTH ELWOOD AVENUE

ZONING: CS (COMMERCIAL SHOPPING)

COMP PLAN: STATE HWY 67 CORRIDOR

BACKGROUND

GZ 275 is an application for a rezone of 4.7 acres of unplatted lands located on the north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping). The applicant's rezone proposal to change the zoning from RS-3 to CS has been re-evaluated for consistency with the City's 2030 PLAN (comprehensive plan).

TAC review coordinated on February 28th; on March 9th the Planning Commission recommended approval of GZ 275 with a 3 to 0 vote.

ANALYSIS AND DEVELOPMENT REQUIREMENTS

The site is on unplatted lands previously developed. From review of a FEMA regulated 100-year floodplain map (INCOG – Tulsa County Floodplain Map), subject site is not shown within the FEMA regulated 100-year floodplain.

SURROUNDING LAND USES

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

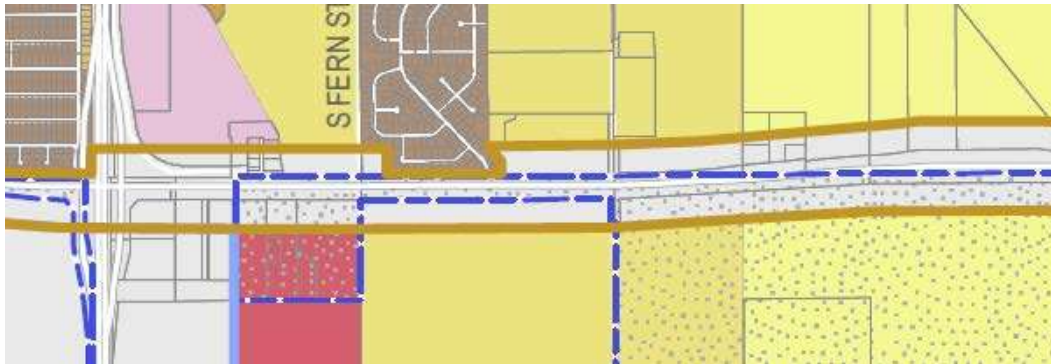
	Zoning	Land Use
North	RS-3 - Single Family High Density Residential	property not yet developed, preliminary plat for Scissortail Blocks 1-3
South	AG - Agricultural	property not developed
East	AG - Agricultural	single family rural residential home
West	CS - Commercial Shopping	Park 151 commercial/office park

1

COMPREHENSIVE PLAN/ZONING

The site is within the SH 67 Corridor.

The Glenpool 2030 Plan (Comprehensive Plan)



Glenpool, Oklahoma Comprehensive Plan Map Legend

Land Use

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

- General Commercial
- Industrial Light
- Industrial Medium

Districts

- Special District 1: Old Towne District
- Special District 2
- Special District 3
- Special District 5: Central Business District
- Special District 6

Corridors

- S.H. 67 Corridor (Former Special District 4)
- U.S. 75 Corridor

Note: See Plan text for more background and policy direction for future land use in Corridor and Special District areas.

- Glenpool Annexation Fence Line
- Glenpool Corporate Limits
- Unincorporated Area
- Parcel Boundary

ADOPTED
 11/14/2017

The SH 67 Corridor District is recommended for those areas immediately north and south of 151st Street (SH-67) from just east of US-75 to Lewis Avenue... This particular area is prime for highway-oriented non-residential or mixed-use development that can optimize use of high-profile frontage properties...

ZONING: RELATIONSHIP TO COMPREHENSIVE PLAN

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

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

The subject site of GZ 275 is shown in the Comprehensive Plan as being within the SH 67 Corridor and extending into lands shown as Suburban Residential. The use of the tract of land for lower intensity commercial uses aligns with the goals for the Comprehensive Plan, Staff finds the request to rezone the subject site from RS-3 to CS in conformance with the goals and intent of the City's Comp Plan.

RECOMMENDATION

A zone change from RS-3 to CS at the subject site, would provide for a land use in line with the types of uses envisioned in the City's Comprehensive Plan for the US Hwy 67 corridor. The City's bufferyard requirements for sites zoned CS will help integrate re-development at the site with future land uses. Staff recommends approval of the re-zoning of the subject property.

RECOMMENDED MOTION

Motion to approve GZ-275, a zoning request to change the zoning of the 4.7 acre unplatted subject site with Ordinance 770, from RS-3 to CS.

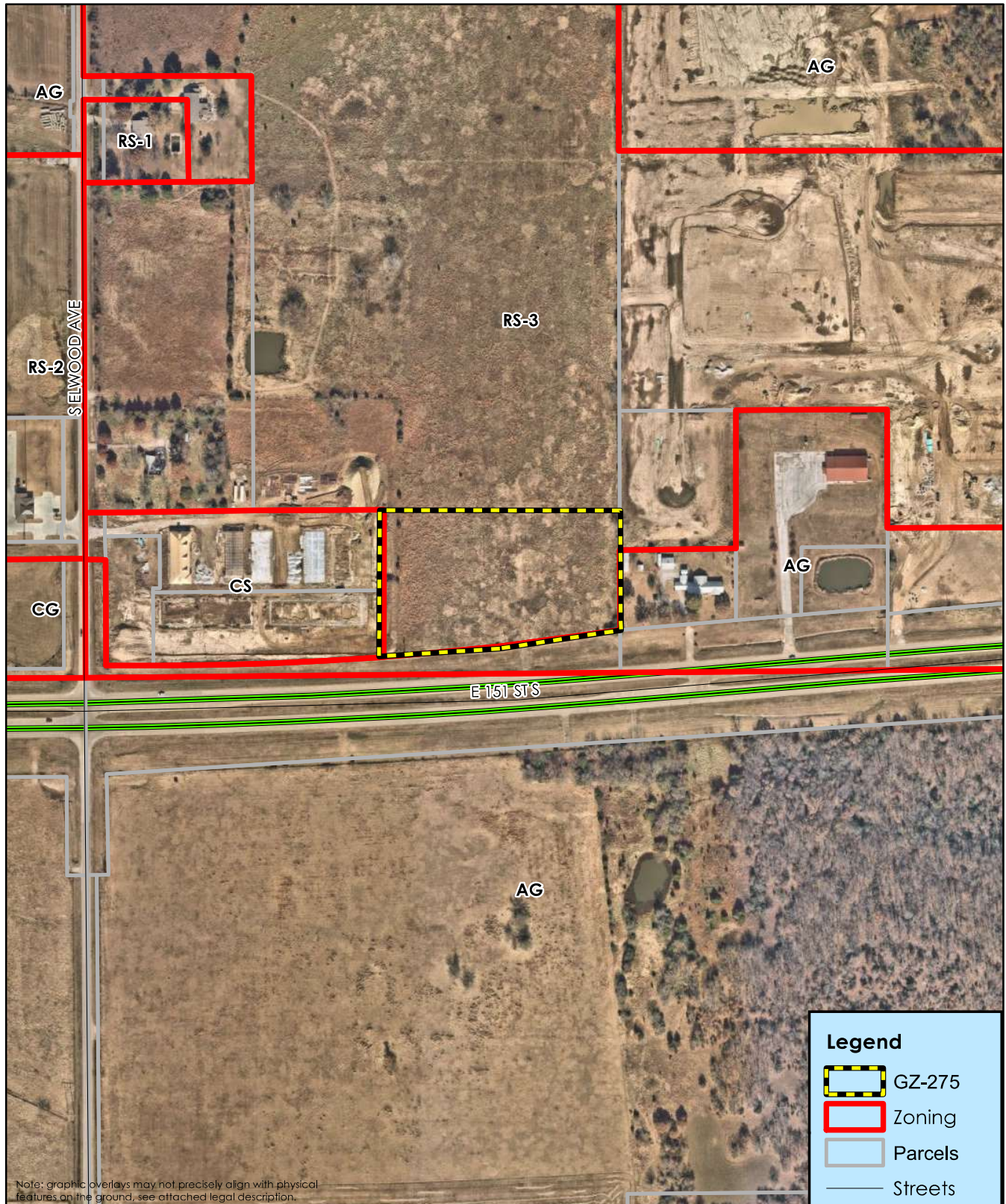
ATTACHMENTS:

1. Aerial Photo
2. Zoning Map

3. Application
4. Ordinance 770

PUBLIC HEARING NOTICE:

1. 300-foot radius mailed 2020/02/14
2. Published in Tulsa World 2020/02/17
3. Sign poised 2020/02/14



Note: graphic overlays may not precisely align with physical features on the ground, see attached legal description.



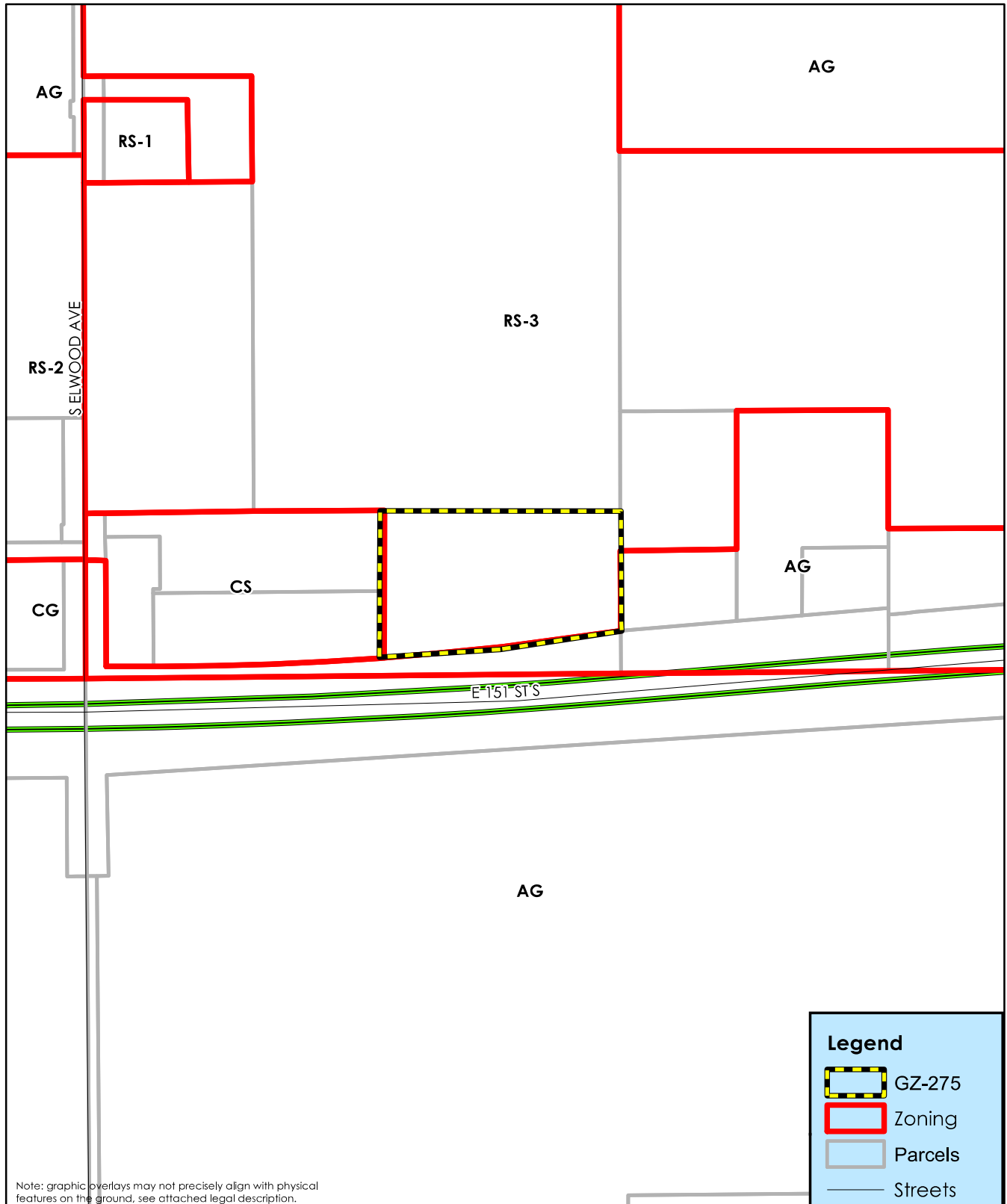
GZ-275 -- a request to change the zoning on 4.7 acres of unplatted lands located on the north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping).



Legend

- GZ-275
- Zoning
- Parcels
- Streets
- Highways

Source Data: INCOG, ODOT
Tulsa County Assessor Office



Note: graphic overlays may not precisely align with physical features on the ground, see attached legal description.



GZ-275 -- a request to change the zoning on 4.7 acres of unplatted lands located on the north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping).



Legend

- GZ-275
- Zoning
- Parcels
- Streets
- Highways

Source Data: INCOG, ODOT
Tulsa County Assessor Office

CITY OF GLENPOOL PLANNING COMMISSION

[] ZONING [] PUD [] PUD AMENDMENT

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

CASE NUMBER

RECEIVED
FEB 14 2020

BY: MB

www.glenpoolonline.com

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ TAC DATE: _____ PC DATE: _____ CITY COUNCIL DATE: _____

☐ RES ☐ NON-RES ☐ COMBO RELATED ZONING OR PUD #: _____ BUILDING PERMIT APPLICATION NUMBER _____

[] GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 151st & ELWOOD TRACT SIZE: 4.7 ACRES

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: _____ PRESENT ZONING: RS-3

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CS DEV. AREAS AFFECTED BY PUD AMENDMENT: _____ PUD PROPOSAL ATTACHED ☐ Y ☒ N

PROPOSED USE: COMMERCIAL NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>MAX A HEIDENREICH</u>	NAME <u>DOUG GRIFFITH</u>
ADDRESS <u>7434 S GARY AL</u>	ADDRESS <u>8105 S. 74th E. WOE</u>
CITY, ST, ZIP <u>TULSA OK 74136</u>	CITY, ST, ZIP <u>TULSA OK 74133</u>
DAYTIME PHONE <u>918 605 1007</u>	DAYTIME PHONE <u>918 282-1190</u>
EMAIL <u>maxh@svn.com</u>	EMAIL <u>doug.griffith44@cox.net</u>
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: _____	

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

APPLICATION FEES				
BASE APPLICATION FEE		\$	<u>300.00</u>	
ADDITIONAL FEE	ACRES x SLIDING FEE =	\$		APPLICATION SUBTOTAL \$
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT		\$		
SIGNS	\$50 X =	\$	<u>50.00</u>	
300' PROPERTY OWNERS MAILING & POSTAGE	\$1.00 per Name =	\$	<u>5</u>	NOTICE SUBTOTAL \$
RECEIPT NUMBER:				TOTAL AMOUNT DUE \$ <u>355.00</u>

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

DISPOSITION

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

REVISED 7/23/2017

PLATTING REQUIREMENT

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

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

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



Applicant's Signature

FEB 4, 2020

Date

Glenpool Planning Commission Case Number: _____

- Technical Advisory Committee (TAC) Meeting Date: _____

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

- Glenpool Planning Commission: Date: _____

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

- Glenpool City Council: Date: _____

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

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

REVISED 7/23/2017

Exhibit

Part of the W/2 of the SW/4
Section 13, T-17-N, R-12-E



SOUTH LINE SECTION 13

East 151st Street South
(Highway #67)



Sisemore Weisz & Associates, Inc.

Surveying - Civil Engineering - Land Planning

811 EAST 92nd PLACE
TULSA, OKLAHOMA 74195
C.A. NO: 2423
W.O. NO: 17488.04
PHONE (918) 685-3600
FAX (918) 685-6668
EPC DATE 6/30/21
FILE NO: 1721300

BASIS OF BEARINGS:
OKLAHOMA STATE PLANE (NORTH ZONE 3501)

DATE 12/8/2019



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32nd Place Tulsa, OK. 74135 (918)-665-3600

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 01°07'19" WEST ALONG THE WESTERLY LINE OF SAID SECTION 13 FOR 417.75 FEET; THENCE NORTH 88°52'41" EAST FOR 725.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°52'41" EAST FOR 599.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID W/2 SW/4; THENCE SOUTH 01°07'13" EAST ALONG SAID EASTERLY LINE FOR 303.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 80°16'20" WEST ALONG SAID RIGHT OF WAY LINE FOR 303.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 22,793.31 FEET, A CENTRAL ANGLE OF 00°45'13", A CHORD BEARING OF SOUTH 85°40'15" WEST, A CHORD DISTANCE OF 299.76 FEET FOR AN ARC LENGTH OF 299.77 FEET; THENCE NORTH 01°07'19" WEST FOR 365.43 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 204,710 SQUARE FEET OR 4.670 ACRES, MORE OR LESS.

BASIS OF BEARINGS: OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE 3501)

CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

12.06.2019

DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY SHAWN A. COLLINS


SHAWN A. COLLINS
LS No. 1788, STATE OF OKLAHOMA
C. A. NO. 2421 EXPIRES: 6/30/21



Parcel Map Check Report

Parcel Name: Legal Description

Segment# 1: Line

Course: N88° 52' 41"E

Length: 599.18'

Segment# 2: Line

Course: S1° 07' 13"E

Length: 303.27'

Segment# 3: Line

Course: S80° 16' 20"W

Length: 303.30'

Segment# 4: Curve

Length: 299.77'

Radius: 22,793.31'

Delta: 0.7535 (d)

Tangent: 149.89'

Chord: 299.76'

Course: S85° 40' 15"W

Course In: N4° 42' 21"W

Course Out: S3° 57' 08"E

Segment# 5: Line

Course: N1° 07' 19"W

Length: 365.43'

Perimeter: 1,870.94'

Area: 204,710.39 Sq. Ft.

Error Closure: 0.0010

Course: S64° 37' 15"W

Error North : -0.00044

East: -0.00093

Precision 1: 1,870,942.00



Tulsa Abstract and Title Company

612 S. Denver Ave.
Tulsa, OK 74119-1097

Phone: (918) 582-5777 Fax: (918) 583-2449

www.tulsaabstract.com

Charge To:

COMMERCIAL TITLE & ESCROW SERVICES
4739 E. 91ST STR., SUITE 200
TULSA, OK 74137

Phone (918) 556-6336

Fax (918) 556-6347

Invoice #

475813

Invoice Date:

February 06, 2020

Legal Description: PT S2 SW SW BEG SWC N417.75' E725' TO POB E599.18' S303.27' S80°W 303.3' S85°W TO RC 299.77' N365.43' TO POB 13-17-12

UCC: No **Owner:** GRIFFITH, JOSEPH DOUGLAS
Buyer: 300' RADIUS REPORT

For: Radius Report

Ordered By: Pam Bewley
Deliver To: Same

Transactions:	Radius Report	02/06/2020	\$175.00
	Miscellaneous (Labels)	02/06/2020	\$10.00

Please Pay This Amount →

Invoice Balance: \$185.00



5963™/MC

TrueBlock® Shipping Labels
Completely covers everything underneath

Go to avery.com/templates
Use Avery Template 5163

Joseph Douglas Griffith
8105 South 74th East Avenue
Tulsa, OK 74133-4206

Schautt Funeral Service, Inc.
719 East 141st Street
Glenpool, OK 74033

Summit Properties Land
Development 2019, LLC
P.O. Box 35218
Tulsa, OK 74153-0218

Bob C. Rutledge and
Marjorie Wofford Rutledge
459 East 151st Street
Glenpool, OK 74033

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

Park 151 Office Suites, LLC
14050 South Peoria Avenue
#109
Bixby, OK 74008

SPECIAL CERTIFICATE

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

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

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

~ See attached Exhibit "A" for Legal Description ~

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

AND

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

ADDRESSES given in this report are not certified to.

This certificate certifies to Tulsa County Treasurer 2019 Tax Rolls and last Grantees of record of the Tulsa County Clerk as of **January 28, 2020 at 7:59 A.M.**

IN WITNESS WHEREOF, the TULSA ABSTRACT & TITLE COMPANY has caused these presents to be signed, and its corporate seal to be affixed this **6th day of February, 2020.**

TULSA ABSTRACT & TITLE COMPANY

By


Vice-President

No. 475813



475813

Exhibit "A"

Legal Description

A tract of land that is part of the **West Half of the Southwest Quarter (W/2 SW/4) of Section Thirteen (13), 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 Southwest corner of said Section Thirteen (13); Thence North 01°07'19" West along the Westerly line of said Section Thirteen (13) for 417.75 feet; Thence North 88°52'41" East for 725.00 feet to the POINT OF BEGINNING of said tract of land; Thence continuing North 88°52'41" East for 599.18 feet to a point on the Easterly line of said W/2 SW/4; Thence South 01°07'13" East along said Easterly line for 303.27 feet to a point on the Northerly Right of Way line of East 151st Street South; Thence South 80°16'20" West along said Right of Way line for 303.30 feet to a point of non-tangent curve; Thence continuing along said Right of Way line and along a curve to the right with a radius of 22,793.31 feet, a central angle of 00°45'13", a chord bearing of South 85°40'15" West, a chord distance of 299.76 feet for an arc length of 299.77 feet; Thence North 01°07'19" West for 365.43 feet to the POINT OF BEGINNING of said tract of land.



Names and Addresses

Joseph Douglas Griffith
8105 South 74th East Avenue
Tulsa, OK 74133-4206

Schaudt Funeral Service, Inc.
719 East 141st Street
Glenpool, OK 74033

Summit Properties Land
Development 2019, LLC
P.O. Box 35218
Tulsa, OK 74153-0218

Bob C. Rutledge and
Marjorie Wofford Rutledge
459 East 151st Street
Glenpool, OK 74033

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

Legal Description

W/2 SW,
Less N/2 N/2 NW SW
and Less N270' S/2 N/2 NW SW
and Less Beginning 417.46'N SW/C SW ,E417.46'
N1103.65' W367.42' S60' W50' S1043.65' to POB
and Less Beginning SW/C SW, N300' E50'
S271.03' NE curve left 975.19' NE 302.77'
S108.28' W1323.59' to POB
13-17-12
and
Less all PARK 151

Lot 1,
Block 1,
and
Reserve
ANGLICAN CHURCH OF THE RESURRECTION

Lot 2,
Block 1,
ANGLICAN CHURCH OF THE RESURRECTION
and
E/2 SW,
Less SW SE SW
and Less Beginning SE/C SW, W661.79' N143.19'
NE 64.27' NE 277.63' N15' NE 322.52' S to POB,
13-17-12

Part SW SE SW,
Beginning 108.28'N SW/C thereof, N202.72'
E287.78' S179.14' SW 175.72' curve right 112.18'
to POB,
13-17-12

Beginning SW/C SW, N300' E50' S271.03' NE
curve left 975.19' NE 302.77' S108.28' W1323.59'
to POB,
13-17-12
and



Park 151 Office Suites, LLC
14050 South Peoria Avenue
#109
Bixby, OK 74008

Beginning SW/C SW SE SW, N108.28' NE 663.93'
S158.24' W661.79' to POB,
13-17-12
and
Beginning NW/C NW, E2647.17' S99.81' SW
576.22' SW 614.81' SW 1411.14' S253.83' W50'
N500' to POB,
24-17-12

All PARK 151



ORDINANCE NO. 770

AN ORDINANCE AMENDING ORDINANCE NO. 746, TITLE 11 OF THE CITY CODE OF THE CITY OF GLENPOOL (ZONING REGULATIONS), BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM RS-3 (SINGLE FAMILY HIGH INTENSITY) TO CS (COMMERCIAL SHOPPING), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-275; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, on March 9th of 2020, the City of Glenpool Planning Commission reviewed application GZ-275 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan, current zoning patterns, established precedent and surrounding use; and

WHEREAS, the City Council has reviewed application GZ-275 and considered the comments of staff and has concluded Council agrees with the recommendation of the Planning Commission.

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

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

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED BY ORDINANCE NO. 770

LEGAL DESCRIPTION: A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 01°07'19" WEST ALONG THE WESTERLY LINE OF SAID SECTION 13 FOR 417.75 FEET; THENCE NORTH 88°52'41" EAST FOR 725.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°52'41" EAST FOR 599.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID W/2 SW/4; THENCE SOUTH 01 °07' 13" EAST ALONG SAID EASTERLY LINE FOR 303.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 80°16'20" WEST ALONG SAID RIGHT OF WAY LINE FOR 303.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 22,793.31 FEET, A CENTRAL ANGLE OF 00°45'13", A CHORD BEARING OF SOUTH 85°40'15" WEST, A CHORD DISTANCE OF 299.76 FEET FOR AN ARC LENGTH OF 299.77 FEET; THENCE NORTH 01 °07' 19" WEST FOR 365.43 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 204,710 SQUARE FEET OR 4.670 ACRES, MORE OR LESS. BASIS OF BEARINGS: OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE 3501)

Be, and hereby is, amended from RS-3 (Single Family High Intensity) to CS (COMMERCIAL SHOPPING).

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

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

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL
FROM: JAMES TYLER MCHENDRY AICP, CITY PLANNER
DATE: APRIL 6, 2020
ITEM: PUD 38 | ELM POINTE II
REQUEST: APPROVAL OF ORDINANCE 771
APPLICANT: JR DONELSON FOR TJ REMY
SITE: ELM POINT II WEST OF THE NORTHWEST CORNER OF 141ST STREET AND PEORIA AVENUE
ZONING: CS (COMMERCIAL SHOPPING), PUD 23 (GLENSHIRE COURT) AND RD (RESIDENTIAL DUPLEX)
COMP PLAN: SPECIAL DISTRICT 6 AND GENERAL RESIDENTIAL

BACKGROUND

At the subject site, the City of Glenpool took action on a land use request by JR Donaldson for TJ Remy, at the June 4th, 2018 Regular Meeting.

Item No. 9. Discussion and possible action to approve the Preliminary and Final Planned Unit Development Plans (PUD 38), a request from Elm Pointe II to change the zoning classification from RD (Residential Duplex District) and CS (Commercial Shopping) to PUD on 14.33 acres located west of the northwest corner of 141st Street and Peoria Ave (Rick Malone, City Planner)

Mr. J.R. Donaldson presented preliminary and final PUD 38 for approval.

Staff advised the proposed zoning change to Planned Unit Development was consistent with the Comprehensive Plan and surrounding uses and recommended approval. Mr. Alan Woodcock, Glenpool resident registered an opposing view stating he didn't believe it complied with zoning.

The item was approved by the City Council in a 4 -1 vote.

As part of the permitting process for new homes within the Elm Point II development, it was discovered the ordinance recording the approval of PUD 38 was not filed at Tulsa County, it appears that the Ordinance was omitted in error from the June 4th staff report to City Council for the applicant's request, thus the ordinance was not recorded at Tulsa County in accordance with State statute and our local zoning laws. **Staff brings today the ordinance for your review and approval, to be filed at Tulsa County, documenting the will of the City Council as recorded in the June 4th, 2018 meeting notes.**

1

Requested Motion:

Motion to approve Ordinance 771, rezoning property from CS (commercial shopping), RD (residential duplex), and PUD 23 (Glenshire Court) to PUD 38 (Elm Pointe II) as recommended by the Planning Commission under application PUD 38 (Elm Pointe II) and approved by the City Council on June 4, 2018.

Attachments:

1. June 4, 2018 Minutes of Regular Meeting, June 4th, 2018.
2. PUD 38 Case Map
3. PUD 38 Elm Point
4. Ordinance 771



PUD 38

1 inch = 200 feet 

MINUTES
Regular Meeting
Monday, June 4, 2018 Council Chambers 6:00 PM

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

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lowell Peterson
Susan White
Lynn Burrow
Rick Malone
Dennis Waller

STAFF ABSENT: Paul Newton

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:09 p.m.
- B) Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
Susan White, City Clerk called the roll, Mayor Fox declared a quorum was present.
- C) Invocation – Rev. Jason Yarbrough, Glenpool First Baptist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – David Tillotson, City Manager**
 - Vice Mayor, Councilor Lund and City Manager Tillotson returned from ICSC, Las Vegas. Mr. Tillotson will update the Council with details from their meetings at a later date.

- The Glenpool Fire Department has received international notoriety for the baby pictures that have aired during numerous news stories across the nation and even internationally. The Today Show will air a segment on the firefighter dads and babies on Father's Day during their morning news program.
- Black Gold Days will be June 14-17. City employees are working closely with the Chamber of Commerce to assist in preparation for the event.
- The council retreat has been scheduled for June 22-23. The OML Mayor's Conference conflicts with the dates for the retreat. Vice Mayor Ceesay would like to attend the Mayor's Conference. Mr. Tillotson asked the Council to review their calendars and share alternate dates for the retreat.
- Tulsa's Future Quarterly meeting was hosted at the Glenpool Conference Center last week. It was a great opportunity to feature our city.

F) Mayor Report – Timothy Lee Fox, Mayor

- Mayor Fox encouraged the Council and audience to support the opening ceremony of Black Gold Days on June 14 at 6:00 p.m.

G) Council Comments

- Vice Mayor Ceesay announced that he will be attending the Oklahoma Municipal League Mayor's Conference in Enid. He expressed that he believes it is important to take advantage of opportunities afforded the City as members of OML.
- Vice Mayor Ceesay commented that the ICSC Conference was a "Great way to show what Glenpool has to offer." He felt it was "very fruitful."
- Councilor Lund followed up the Vice Mayor's comments concerning ICSC. She stated, "I look forward to the fruits of our labor."

H) Public Comments

None.

I) Scheduled Business

- 1) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2018-2019 Annual Budget.
 - a. Open Public Hearing - Timothy Fox, Mayor opened the Public Hearing at 6:21 p.m.
 - b. Presentation of Proposed Budget - David Tillotson, City Manager presented a brief outline of the Budget, highlighting the increased

gross revenue and expenses. He declared that compliance with state law requires the Council to conduct a public hearing to provide the public opportunity to be involved in the budget process.

c. Facilitate Public Comments - David Tillotson, City Manager. No questions or comments from the public were offered.

d. Close Public Hearing - Timothy Fox, Mayor closed the Public Hearing at 6:24 p.m.

- 2) Discussion and possible action to approve minutes from May 7, 2018 meeting.
(Susan White, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve the minutes as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 3) Discussion and possible action to approve employee health benefits package for FY 2018-2019 and authorize City Manager or his designee to execute enrollment documents.
(David Tillotson, City Manager)

Mr. Tillotson explained this year a benefits committee comprised of employees from each division was appointed by their division leaders. They met multiple times to review the options and recommended the package presented. Mr. Tillotson commended the committee for their diligence and recommended approval of the presented health benefits package for the upcoming fiscal year.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the benefits package as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 4) Discussion and possible action to approve and authorize execution of the Ad Valorem And Sales Tax Increment Reimbursement Agreement Implementing The Brookover Corner Increment District (Glenpool TIF District # 2) Project Plan, between the City/Glenpool Industrial Authority and Moab Development 1, LLC.
(Lowell Peterson, City Attorney/Trust Counsel)

Lowell Peterson, City Attorney advised Council the next step in the TIF process is to enter into a contract with the Developer that sets out all terms and conditions for the allocation of ad valorem and sales tax increments to reimbursement of the Developer for qualified project costs. Eric Waller, Developer was present for questions. He noted that the contract included in the packet wasn't the updated version.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve Agreement as presented at meeting.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			

Tim Fox	x			
	5	0	0	0

CARRIED.

- 5) Discussion and possible action to approve GZ-268, a request from Action Power Sports to change the zoning classification on 21.97 acres located south of the southeast corner of 156th Street and Highway US 75, Glenpool, Oklahoma, from CS (Commercial Shopping) and RS-3 (Residential Single Family High-Density) to CG (Commercial General). (Rick Malone, City Planner)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To table item to the next regularly scheduled meeting.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 6) Discussion and possible action to approve the PRELIMINARY PLAT: (ACTION POWER SPORTS) covering 21.97 acres located North of the northeast corner of 161st Street and US 75 Highway, dividing into four blocks and eight lots. (Rick Malone, City Planner)

Moved by Trish Agee, seconded by Momodou Ceesay

To table to the next regularly scheduled meeting.

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

Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 7) Discussion and possible action to approve the CONDITIONAL FINAL PLAT: (ACTION POWER SPORTS) Phase I, covering 6.90 acres located North of the northeast corner of 161st Street and US 75 Highway, dividing into one block and one lot.
(Rick Malone, City Planner)

Moved by Trish Agee, seconded by Jacqueline Triplett-Lund

To table to the next regularly scheduled meeting.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 8) Discussion and possible action to approve the PRELIMINARY PLAT: (SOUTH 75 BUSINESS PARK PHASE III), covering 45.42 acres in two lots located south and east of the southeast corner of 161st Street and US 75 Highway.
(Rick Malone, City Planner)

Rick Malone, City Planner presented the Preliminary Plat for approval and recommended approval subject to terms and conditions set forth by the Technical Advisory Committee.

Moved by Trish Agee, seconded by Jacqueline Triplett-Lund

To approve the Preliminary Plat for South 75 Business Park Phase III subject to terms and conditions recommended by Technical Advisory Committee.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 9) Discussion and possible action to approve the Preliminary and Final Planned Unit Development Plans (PUD38), a request from Elm Pointe II to change the zoning classification from RD (Residential Duplex District) and CS (Commercial Shopping) to PUD on 14.33 acres located west of the northwest corner of 141st Street and Peoria Ave (Rick Malone, City Planner)

Mr. J.R. Donaldson presented preliminary and final PUD 38 for approval. Staff advised the proposed zoning change to Planned Unit Development was consistent with the Comprehensive Plan and surrounding uses and recommended approval.

Mr. Alan Woodcock, Glenpool resident registered an opposing view stating he didn't believe it complied with zoning.

Moved by Trish Agee, seconded by Momodou Ceesay

To approve Preliminary and Final PUD 38 as presented.

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

Trish Agee	x			
Brandon Kearns		x		
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	4	1	0	0

CARRIED.

- 10) Discussion and possible action to approve of FINAL PLAT: (ELM POINTE II) for forty-seven lots and three blocks on 14.33 acres located west of the northwest corner of 141st Street and Peoria Ave.
(Rick Malone, City Planner)

Rick Malone, City Planner recommended approval of the Final Plat subject to approval of PUD38 and terms and conditions of Technical Advisory Committee review.

Mr. Alan Woodcock, Glenpool resident registered an opposing view stating he didn't believe it complied with zoning.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve final plat for Elm Pointe II, subject to terms and conditions of TAC review.

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

CARRIED.

- 11) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action, to wit: mediation proceedings in re Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222, pursuant to 25 O.S. § 307(B)(4) (Open Meeting Act).
(Lowell Peterson, City Attorney)

Item was stricken from the agenda.

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

Action not necessary.

- 13) Discussion and possible action to approve the terms of a settlement agreement with Summit Properties, Inc., contingent upon approval of Preliminary and Final Planned Unit Development Plans for PUD-39, City of Glenpool, and further contingent upon the parties filing an Agreed Journal Entry of Judgment in Case No. CJ-2016-2222 pending in Tulsa County District Court within five business days following approval of the Final PUD Plan scheduled for consideration on the June 11, 2018, Planning Commission agenda and June 18, 2018, City Council agenda.
(Lowell Peterson, City Attorney)

Item was stricken from the agenda

- 14) Discussion and possible action to approve the Preliminary Planned Unit Development Plan (PUD-39), a request from Summit Properties, Inc., to change the zoning classification from AG (Agricultural) and RS-3 (Single Family Residential High Density) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave.
(Rick Malone, City Planner)

Item stricken from the agenda.

- 15) Discussion and possible action to approve the PRELIMINARY PLAT: SCISSORTAIL BLOCKS 1-4 covering 29.13 acres of RS-3 (Residential Single Family High-Density District) located east of the northeast corner of 151st Street and Elwood Ave into 88 lots and 4 blocks.
(Rick Malone, City Planner)

Rick Malone, City Planner recommended approval of Preliminary Plat subject to compliance with TAC conditions.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve the Preliminary Plat: Scissortail Blocks 1-4.

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

CARRIED.

- 16) Discussion and possible action to enter into executive session for the purposes of:

(A) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

(B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. §

307(B)(2) (Open Meeting Act).

(C) Discussing confidential communications between the City Council and the City Manager, specifically for the purpose of discussing matters pertaining to economic development, where public disclosure of the matter discussed would violate the confidentiality of the business, pursuant to Title 25, Section 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).
(Lowell Peterson, City Attorney)

Mr. Peterson recommended discussion concerning each of the items listed should be held in Executive Session.

Moved by Trish Agee, seconded by Brandon Kearns

To enter into Executive Session at 7:26 p.m.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

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

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To reconvene in Regular Session at 8:10 p.m.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			

Momodou	x				
Ceesay					
Tim Fox	x				
	5	0	0	0	

CARRIED.

- 18) Discussion and possible action to approve a Contingent Reimbursement Agreement by and among the City of Glenpool, the Glenpool Industrial Authority and Glentapp Development LLC, to reimburse a total of \$354,540.60 in sales taxes generated by development proposed for Lot 1, Block 1, Southwest Crossroads Section 2 (Plat No. 6117).
(David Tillotson, City Manager)

No action taken.

- 19) Discussion and possible action to approve a Contingency Reimbursement Agreement by and among the City of Glenpool, the Glenpool Industrial Authority and Glentapp Development LLC, to reimburse a total of \$287,953.38 in sales taxes generated by development proposed for Lot 1, Block 1, Montapp Addition.
(David Tillotson, City Manager)

No action taken.

- 20) Discussion and possible action to approve collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for the 2018-2019 Fiscal Year.
(David Tillotson, City Manager)

No action taken.

- 21) Discussion and possible action to approve collective bargaining agreement with the Fraternal Order of Police, Lodge 133 for the 2018-2019 Fiscal Year.
(David Tillotson, City Manager)

No action taken.

- 22) Discussion and possible action to approve Resolution No. 2018004, a Resolution of the governing body of the City of Glenpool to comply with and operate in accordance with the Municipal Budget Act and adopt the 2018-2019 Annual Budget for the City of Glenpool, Oklahoma.
(David Tillotson, City Manager)

Mr. Tillotson submitted a few amendments to the agenda presented. He recommended the Council approve the budget including amendments.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve the Resolution No. 2018004 to adopt the FY 2018-2019 Annual Budget including amendments presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 23) Discussion and possible action to approve Resolution No. 2018005, a Resolution nominating Ed Tinker as a candidate for an open position on Oklahoma Municipal Retirement Fund Board of Trustees, representing District One.
(David Tillotson, City Manager)

Mr. Tillotson stated that Trustees on the OMAG Board serve five-year terms. Mr. Ed Tinker has served on the Board for our region for the past term which is expiring. He has agreed to serve another term. The resolution represents a nomination only. Nominees will be voted on for the position at a later date.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve Resolution No. 2018005 as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

J) Adjournment

Mayor Fox declared the meeting adjourned at 8:18 p.m.

ELM POINTE II

**An Addition located in the SE/4 of the SE/4
of Section 13, T-17-N, R-12-E, Tulsa County, Oklahoma.**

PLANNED UNIT DEVELOPMENT NUMBER 38

Prepared by:
JR Donelson, Inc.
12820 So. Memorial Dr., Office 100
Bixby, Oklahoma 74008
918-394-3030
Email: jrdon@tulsacoxmail.com

March 7, 2018

TABLE OF CONTENTS

	<u>Page</u>
I. Development Concept	1
Exhibit 1 Conceptual Site Plan	
Exhibit 2 Conceptual Utility Plan	
Exhibit 3 Topography	
Exhibit 4 Zoning	
Exhibit 5 Legal Description	
Exhibit 6 Playground	
Exhibit 7 Entrance Sign	
Exhibit 8 Floor Plans	
Exhibit 9 House Elevations	
Exhibit 10 House Interiors	
II. Development Standards	2
III. Access and Circulation	3
IV. Utilities and Drainage	3
V. Site Plan Review	3
VI. Restrictive Covenants; Enforcement	3
VII. Expected Schedule of Development	3
VIII. Lighting	4
IX. Playground and walking trails	4
X. Landscaping	4
XI. Legal Description	4

I. Development Concept

The 'Elm Pointe II' comprises of 14.33 acres in one development area. The 14.33 acres gross (hereinafter the "Property" or the "Site") located in the SE/4 (Southeast Quarter) of the SE/4 (Southeast Quarter) of Section 12, T-17-N, R-12-E. The property is situated west of the northwest corner of East 141st Street South and South Peoria Avenue.

The project is planned as a single family residential development. Exhibit 1 is a Concept Illustration of the Site, including a Location Map insert.

Zoning.

The present zoning of the Property is CS (Commercial Shopping Center) District and RD, Residential. The Site is located within the jurisdiction of the Glenpool Comprehensive Plan. The Glenpool Comprehensive Plan supports the re-zoning on the property of R-3.

Features of the Site Area.

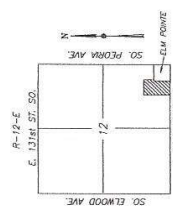
Located adjacent to the north boundary of the site is PUD 23, which is a RM-2 property. The property has been platted at 'Glenshire Court', Plat number 5648. The property to the west is being platted as Glenn Hills and zoned CS, Commercial Shopping Center District and RS-3, Residential.

Drainage and On-site Utilities.

An on-site 'Dry' storm water detention facility will be constructed in the subdivision. This storm water detention facility can also be used by the residents as an outdoor recreation facility. Public sanitary sewer, water lines and storm sewer will be installed in the subdivision.

PRELIMINARY PLAT
ELM POINTE II
A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER IN SECTION 12, T-17-N, R-12-E,
CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER IN SECTION 12, T-17-N, R-12-E,
CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA



LOCATION MAP

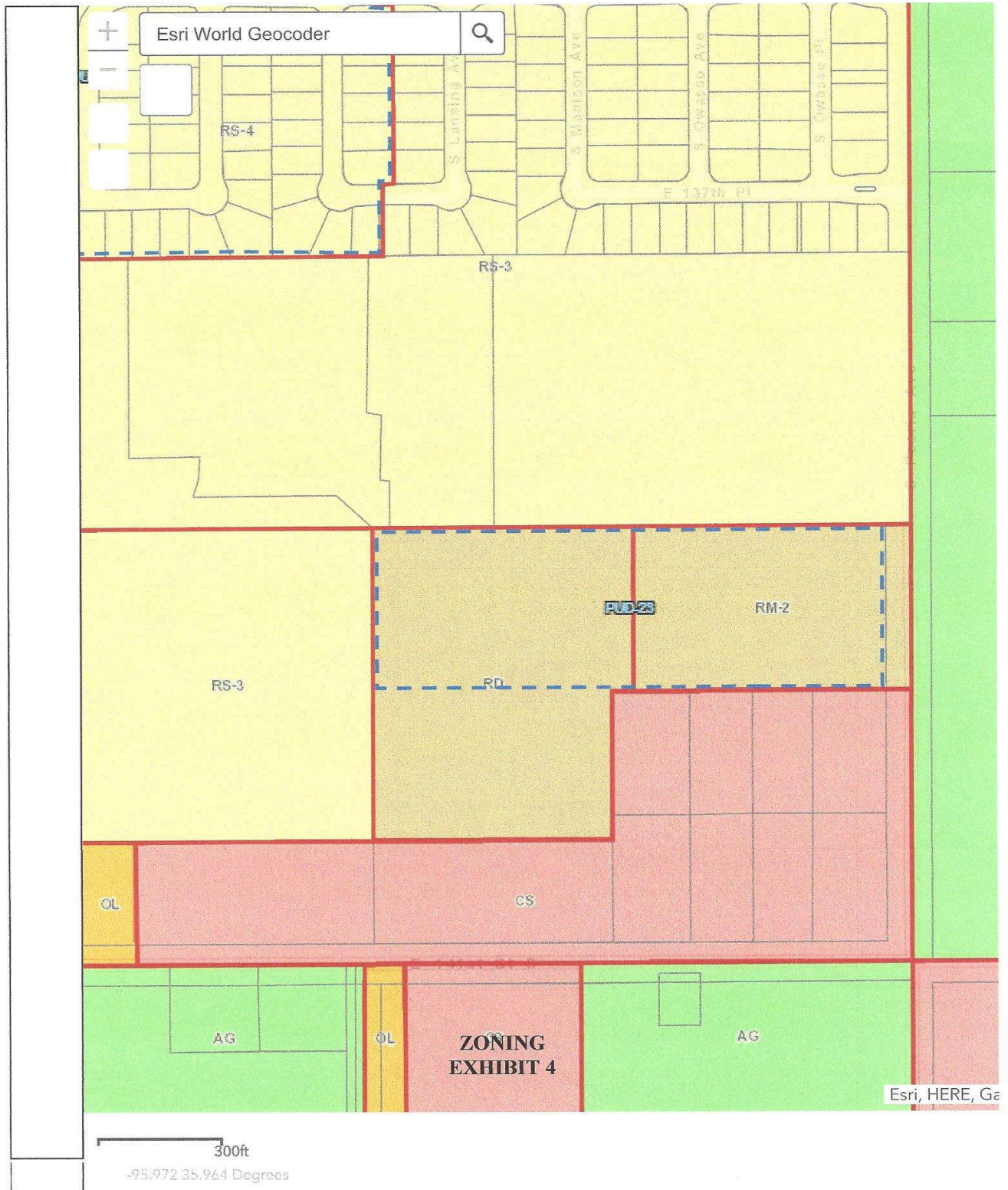
SCALE: 1"=2000'

SUBMISSION CONTAINS:
NO. LOTS 49, NO. BLOCKS
AREA: 14.33 ACRES
FILE: C:\GLENPOOL\PRELIM\N
DATE PREPARED: January 1, 200

TOPOGRAPHY
EXHIBIT 3



Zoning Map



LEGAL DESCRIPTION
ELM POINTE II

A tract of land located in the Southeast Quarter (SE/4) of Section 12, Township 17 North, Range 12 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section 12, T-17-N, R-12-E; Thence S 88°32'21" W and along the South line of the Southeast Quarter a distance of 710.00 feet to the Point of Beginning; Thence continuing S 88°32'21" W, and along the South line of the Southeast Quarter (SE/4) a distance of 570.00 feet; Thence N 01°09'09" W a distance of 1060.00 feet; Thence N 88°32'21" E, a distance of 619.95 feet; Thence S 01°09'18" E, a distance of 400.00 feet; thence S 88°32'21" W, a distance of 50.00 feet; Thence S 01°09'18" E, a distance of 660.00 feet to the Point of Beginning and containing 14.329 acres, more or less.

EXHIBIT 5

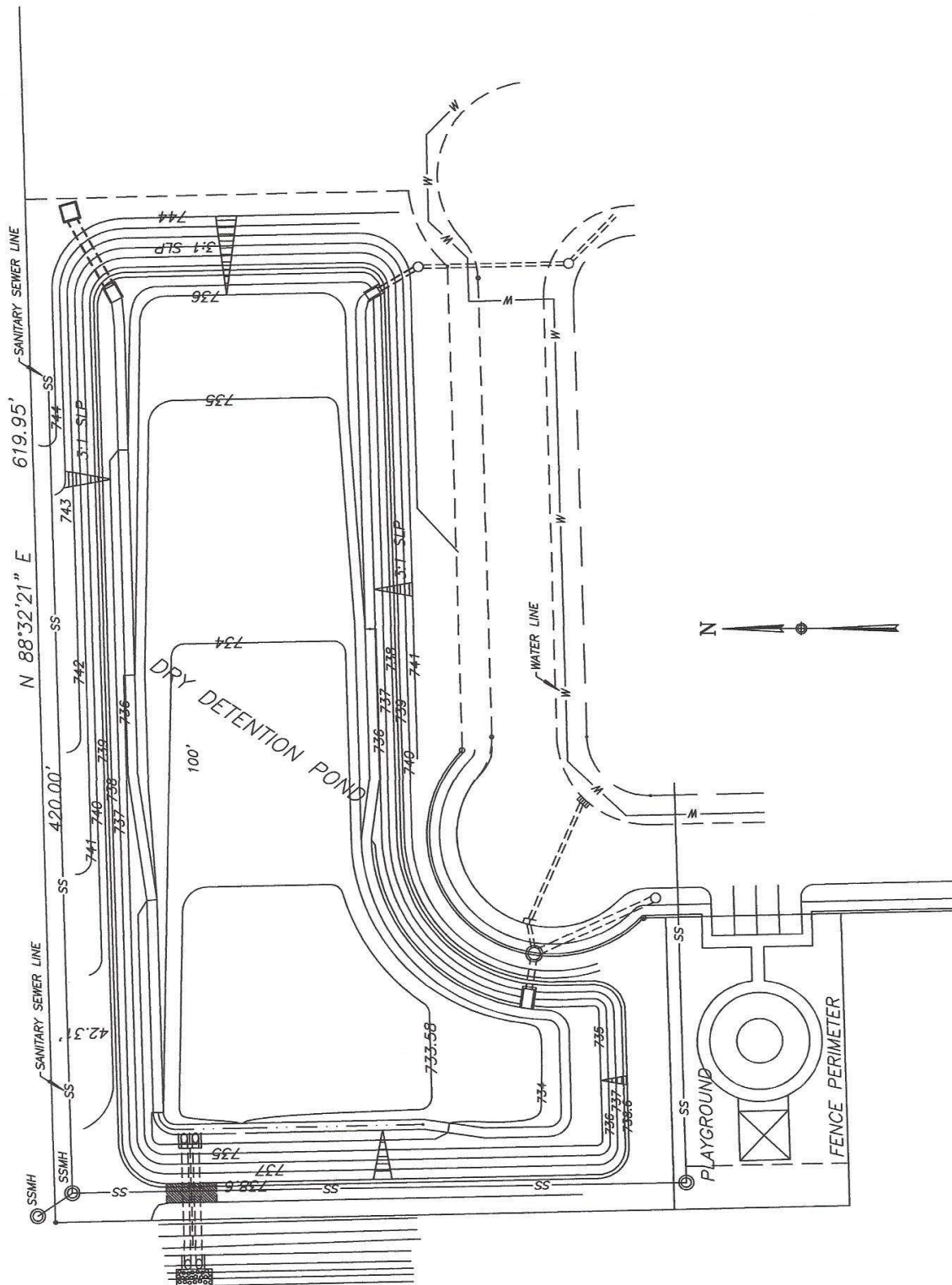
PLAYGROUND



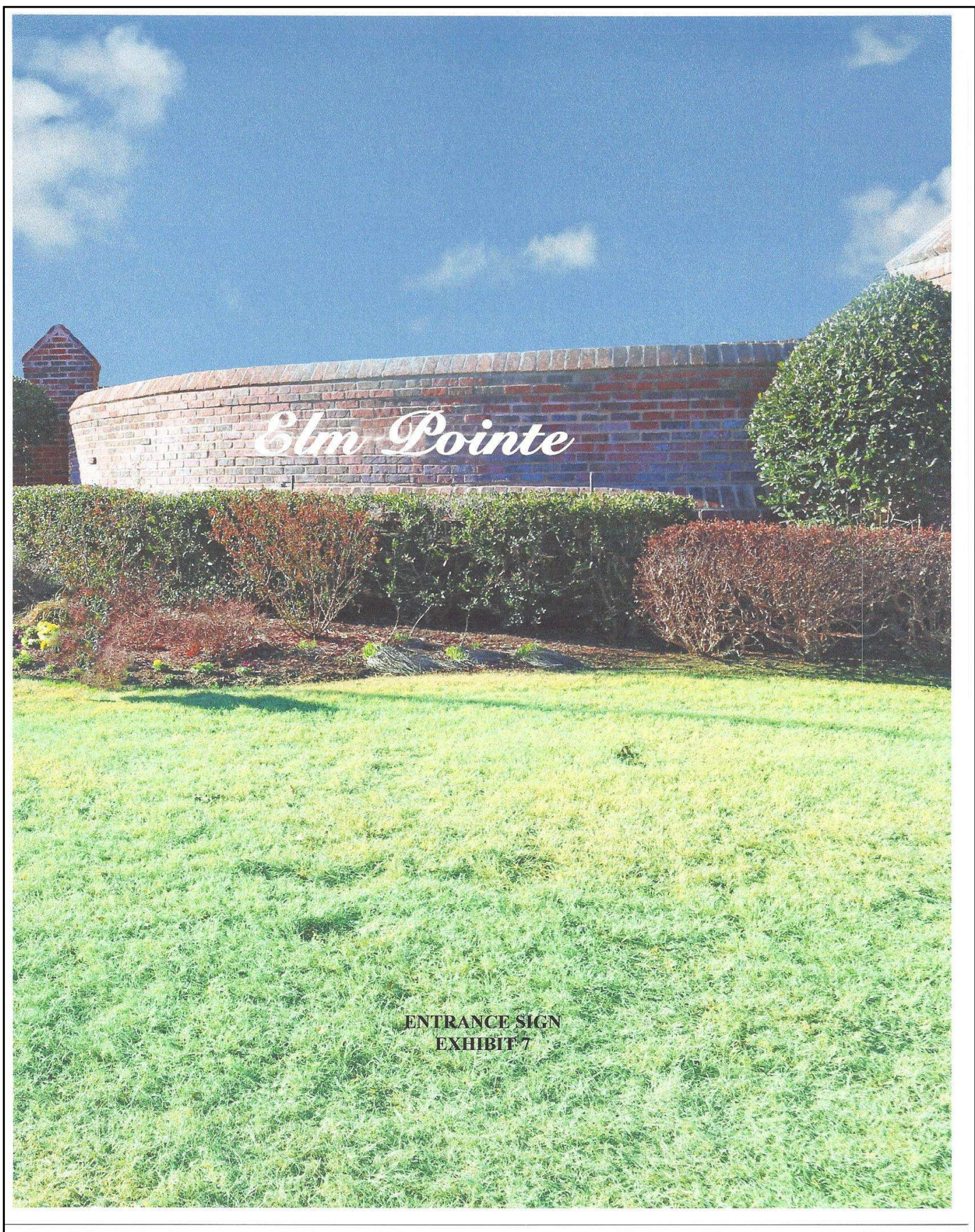
EXHIBIT 6



THE PINES
PLAYGROUND
EQUIPMENT

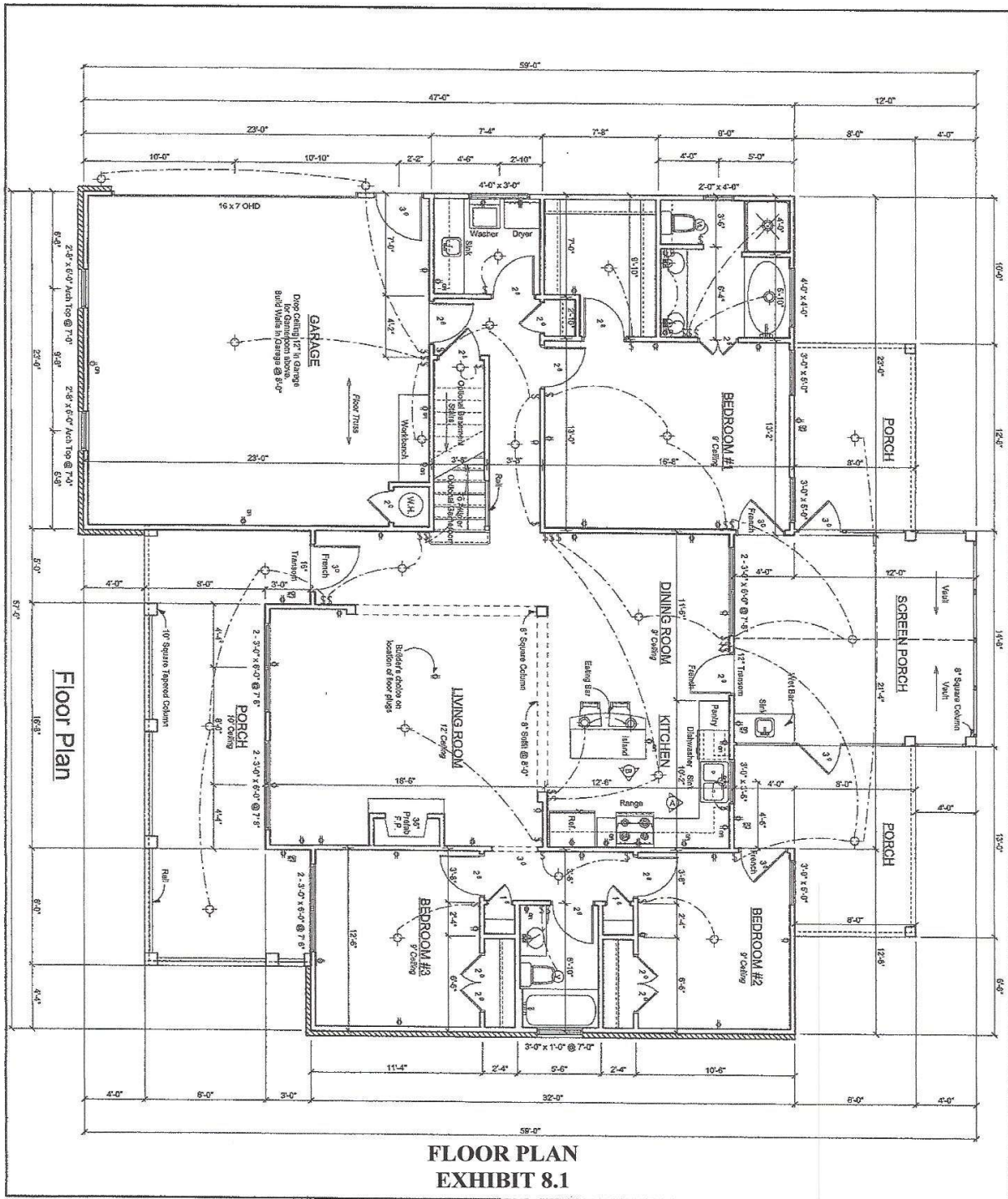


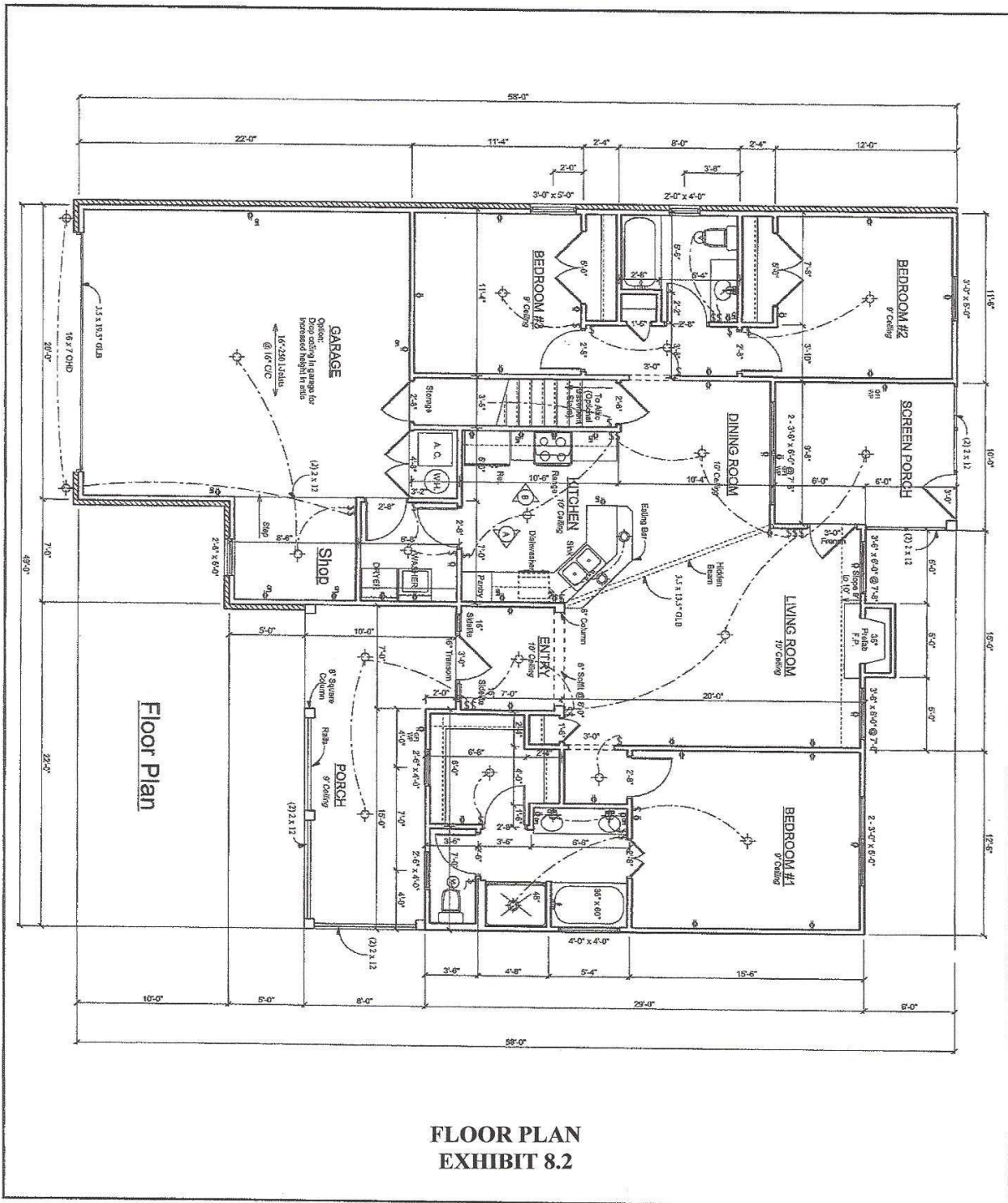
DETENTION POND / PLAYGROUND
EXHIBIT 6.1



ENTRANCE SIGN
EXHIBIT 7

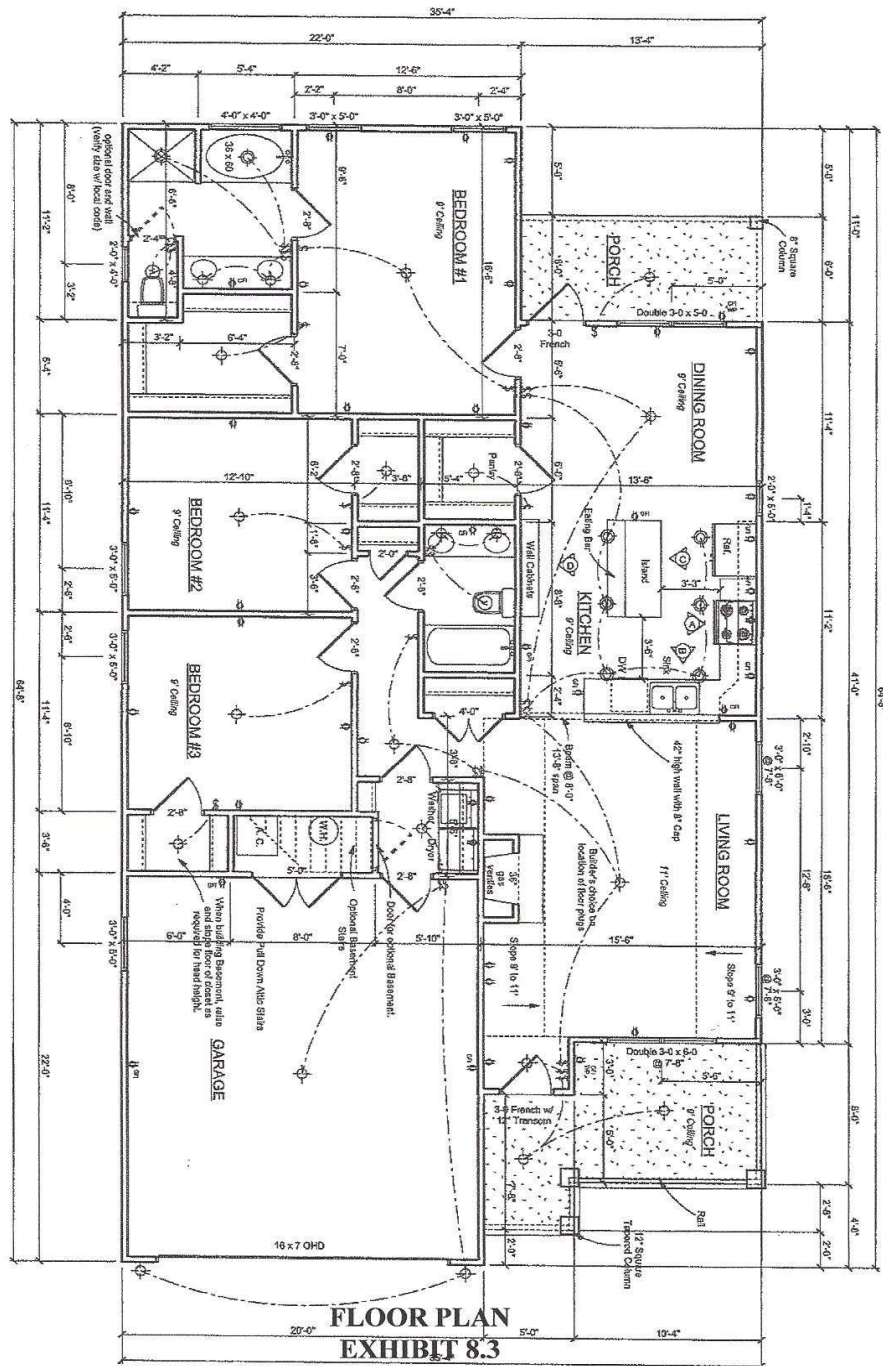
1,685 sf



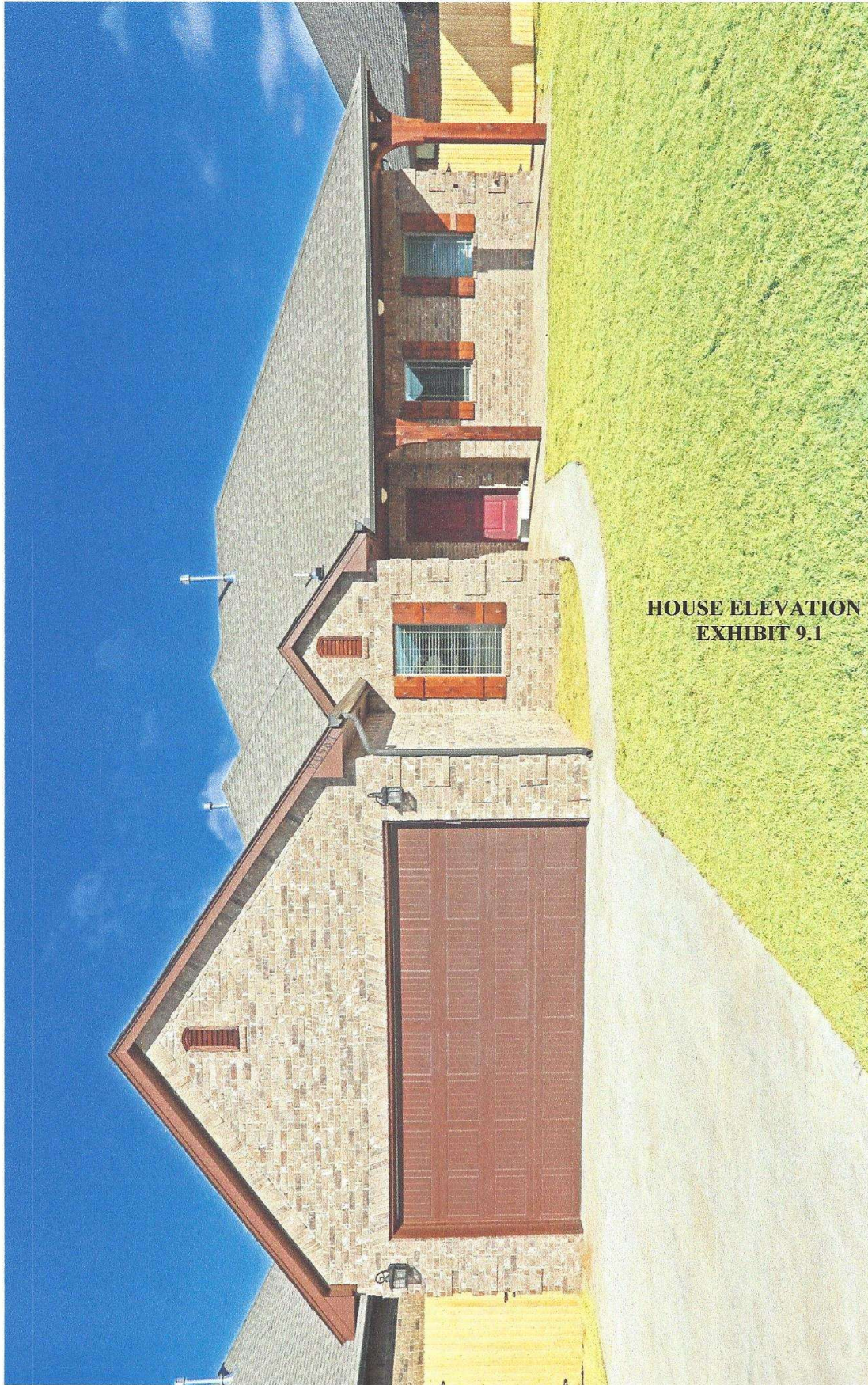


1,525 sf

Floor Plan



1,587 sf



HOUSE ELEVATION
EXHIBIT 9.1



HOUSE ELEVATION
EXHIBIT 9.2



HOUSE ELEVATION
EXHIBIT 9.3







HOUSE INTERIOR
EXHIBIT 10.3

II. Development Standards

Gross land area 14.329 acres

Maximum Dwelling Units: 48

Minimum Lot Width: 65 ft.

Minimum Lot Size: 7800 sq.ft.

Maximum Building Height: 35 ft.

Minimum Setbacks

The front building line 25 ft.

The side yard setback 5 ft. on side and 10 ft. second side

The rear yard setback 20 ft.

The corner lot setback 15 ft.

Note: If a side entry garage is proposed, then the wall of the house containing the garage door will be located a minimum of 20 feet from the adjacent property line.

Minimum house size 1500 sq.ft.

Off-street parking As required by the applicable Use Unit of the City of Glenpool Zoning Code

III. Access and Circulation

Vehicular access shall be derived from East 141st Street South . The curbs, gutters, base and paving materials of the streets shall be of a quality and thickness meeting the City of Glenpool standards for public streets. Access includes ingress and egress from East 141st Street South and 138th Place South to the West. Entrance masonry signage and landscaping will be located at the two East 141st Street South entrances.

IV. Utilities and Drainage

Utilities are either available at the development boundaries or will be provided by customary extension adjacent to the Site. Storm water drainage will be collected and routed to the northwest into the storm water detention pond. The storm sewer and storm water detention pond will be privately owned and maintained by the Elm Pointe Property Owners Association.

V. Site Plan Review

For the purposes of site plan review requirements, the approved final plat shall constitute the required detailed site plan. The air conditioning units will be located either on the side of the house with the 10 foot side yard or at the rear of the house.

VI. Restrictive Covenants; Enforcement

Restrictive covenants will be adopted and recorded for the Lots. Owners of the respective lots will be required by the covenants to keep and maintain the lots in a clean and professional manner (the “maintenance covenant”). The Maintenance Covenant will be enforced by the property owners’ association for each Lot. Each lot owner will be a member of the Elm Pointe Property Owners Association.

VII. Expected Schedule of Development

Development of the project is expected to commence within 6 months and to be completed as market conditions permit.

VIII. Lighting

Light pole locations for street lighting will be determined by the electric provider for the residential subdivision.

IX. Playground and walking trail

A playground area will be constructed in the Reserve 'B'. The playground equipment, seating areas and play area will be maintained by the Elm Pointe Property Owners Association. A walk trail will be constructed along the top of the storm water detention facility. Sidewalks within the Elm Pointe II subdivision will be marked with distance markings to allow the homeowners within Elm Pointe II to track the distances walked. The storm water detention facility is designed as a dry storm water detention pond and can have youth soccer goals placed in the storm water detention facility, providing a place for youth to play soccer.

X. Landscaping

The landscaping for each lot and the entrances to the subdivision will be professionally landscaped.

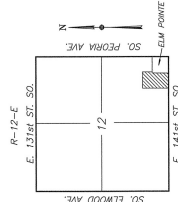
XI. Legal Description

Exhibit 5 Legal Description

PLAT No.	
----------	--

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DR.
OFFICE 100
BOXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-3

LOT 1
GLENSHIRE COURT
PLAT NUMBER 5648



LOCATION MAP

SCALE: 1"=2000'
SUBDIVISION CONTAINS:
NO. LOTS 47, NO. BLOCKS 3
AREA: 14.33 ACRES
FILE: C:\GLENPOOL\PRELIMINARY\PLAT012818.DWG
DATE PREPARED: January 1, 2018

LEGEND

B/L	BUILDING LINE
ESMT	EASEMENT
U/E	UTILITY EASEMENT
R.O.W.	RIGHT OF WAY
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
M.A.E.	MUTUAL ACCESS EASEMENT
DOC#	DOCUMENT NUMBER
LAND#	LANDSCAPE AND FENCE EASEMENT

OKLAHOMA STATE PLANE COORDINATE
SYSTEM, OKLAHOMA NORTH ZONE
HORIZONTAL DATUM: NAD 83

BENCHMARK # 1 ELEVATION = 758.28
CUT "X" EAST END OF HEADWALL, S.
SIDE OF 141ST ST., AT S.W. CORNER OF
SUBJECT PROPERTY

BENCHMARK # 2 ELEVATION = 778.52
FIND MAG NAIL AT S.W. COR. SE/4, SEC.
12, T-17-N, R-12-E, 1.M., S.E. CORNER
OF SUBJECT PROPERTY

THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE EAST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 12, S 01°09'18"E.

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

3/8" IRON PINS WERE EITHER FOUND OR SET AT EACH PROPERTY CORNER.

ELM PONTE
PREPARATION DATE: 1/1/2018
SHEET 1 OF 3

CERTIFICATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

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

Dated the _____ day of _____
Tulsa County Clerk

Deputy _____

ORDINANCE NO. 771

AN ORDINANCE AMENDING ORDINANCE NO. 746, TITLE 11 OF THE CITY CODE OF THE CITY OF GLENPOOL (ZONING REGULATIONS), BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM CS (COMMERCIAL SHOPPING), RD (RESIDENTIAL DUPLEX), AND PUD 23 (GLENSHIRE COURT) TO PUD 38 (ELM POINTE II) AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION PUD 38 (ELM POINTE II); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, on May 14, 2018 the City of Glenpool Planning Commission reviewed Application PUD 38 for a rezone of the property described therein and herein and found the proposed Planned Unit Development to be consistent with the Glenpool Comprehensive Plan, current zoning patterns, established precedent and surrounding use, and thereupon recommended that the City Council approve PUD-38; and

WHEREAS, on June 4, 2018 the City Council reviewed the application for PUD-38 and considered the comments of staff, concluded Council agreed with the recommendation of the Planning Commission and thereupon approved the zone change to PUD-38; and

WHEREAS, through a clerical oversight, an Ordinance memorializing the approved zone change was not presented to the City Council at its meeting on June 4, 2018 notwithstanding that approval is included in the public record.

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

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

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED BY ORDINANCE NO. 771

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-17-N, R-12-E; THENCE S 88°32'21"W AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 710.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 88°32'21" W, AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 570.00 FEET; THENCE N 01°09'09" W A DISTANCE OF 1060.00 FEET; THENCE N 88°32'21"E, A DISTANCE OF 619.95 FEET; THENCE S 01°09'18" E, A DISTANCE OF 400.00 FEET; THENCE S 88°32'21" W, A DISTANCE OF 50.00 FEET; THENCE S 01°09'18" E, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.329 ACRES, MORE OR LESS.

Be, and hereby is, amended from CS (COMMERCIAL SHOPPING), RD (RESIDENTIAL DUPLEX), AND PUD 23 (GLENSHIRE COURT) TO PUD 38 (ELM POINTE II).

SECTION 2: That all ordinances or parts of ordinances in conflict with PUD 38 (Elm Pointe II) as filed with the City of Glenpool Community Development herewith be and the same are hereby repealed.

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

Timothy Lee Fox, Mayor

Attest:

Wendy Knight, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JAMES TYLER MCHENDRY AICP, CITY PLANNER
DATE: APRIL 6, 2020
ITEM: PUD 41 AS DOCUMENTED IN THE TWIN PONDS FINAL DEVELOPMENT PLAN |
ORDINANCE 772
APPLICANT: RYAN MCCARTY, SELECT DESIGN
SITE: NORTH SIDE OF WEST 181ST STREET SOUTH AND 0.5 MILES WEST OF US HWY
75
ZONING: AG (AGRICULTURE)
COMP PLAN: RURAL

BACKGROUND:

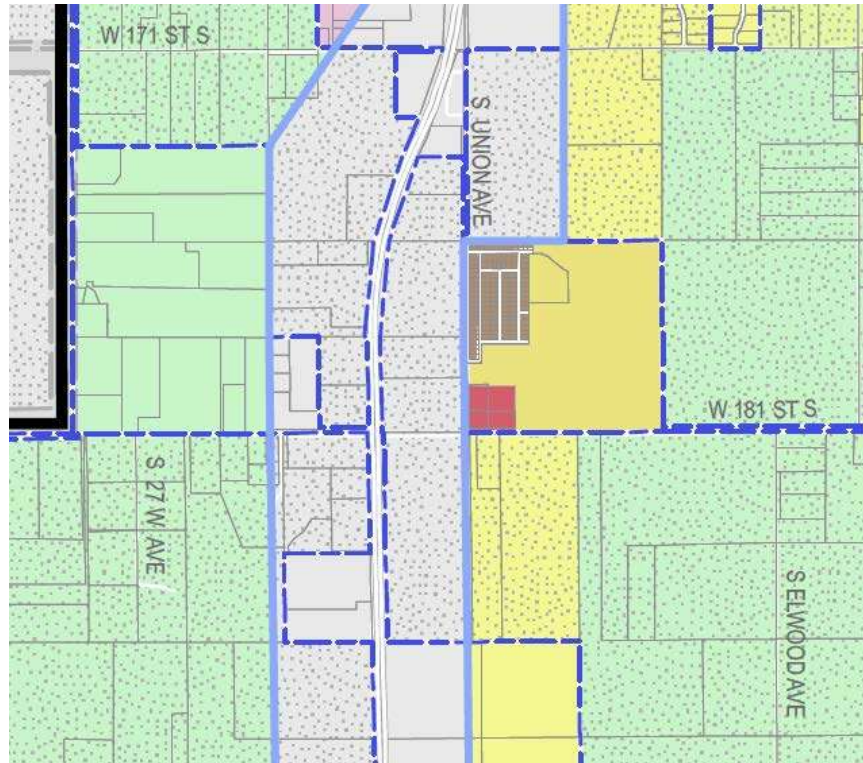
The subject site is located on the north side of west 181st Street South and 0.5 miles west of US Hwy. 75 on AG zoned lands. The 22.5 acre proposed development is also subject lands of the Twin Ponds final plat, being heard concurrently with the application for PUD 41 zoning designation. PUD 41 documents land use in at the subject site, the lands making up PUD 41 are proposed for use of residential detached single-family homes in a private gated subdivision; development standards are as shown in Section 3 Development Standards (page 11), residential development standards proposed are similar to the RS-1 or RE zoning designation.

The Planning Commission recommended approval 3 to 0 at the March 9th Planning Commission meeting.

COMPREHENSIVE PLAN/ZONING:

The Glenpool Comprehensive Plan provides basis for the City's zoning policy. The Comprehensive Plan designates the subject site as **Rural**, development types being:

- Agricultural uses
- Residential homesteads
- Public/institutional uses
- Parks and public spaces, nature preserves, and passive recreation areas.



ACCESS:

Limits of access from 181st Street South will be finalized as part of the platting process, only one private dead end drive is proposed as part of the Twin Ponds development. Residential homes within the project will be served by private streets.

SERVICES:

The property is served by City sewer and water.

SURROUNDING LAND USES:

Land use and zoning of properties immediately adjacent to the site of the zoning request are as follows:

	Zoning	Land Use
North	AG	Un-platted detached single family home
South	AG	Un-platted detached single family home
East	AG	Un-platted detached single family home
West	AG	Un-platted detached single family home

ANALYSIS AND DEVELOPMENT REQUIREMENTS:

2

\\COGFILE\City_planning\PLANNING\02_case_files\2020\06_PUD\PUD_41\03_staff_report\20200310_PUD_41_twin_ponds_CC_staff_report_prefinal.docx

To obtain approval of a PUD, the applicant must submit a site development plan, concept plan, plats, parks and recreation schematic plans, amenity plans, building design elevations, a written narrative describing the development standards proposed to govern the PUD, and other documents to demonstrate **that the development, if approved, will be of a higher quality than a standard development, will yield a substantial community benefit, and will result in other benefits, such as:**

1. *An efficient provision of infrastructure that sustains the natural environment;*
2. *Continuity of the roadway system that effectively distributes and calms traffic both within and through the development;*
3. *Pedestrian systems via on-street bicycle lanes or off-street bicycle trails and sidewalks that improve pedestrian and bicycle circulation;*
4. *Good transitioning of housing types within the development and with development adjacent to the PUD;*
5. *Protection and preservation of natural resources and valued or sensitive land features; and*
6. *Improved development quality that includes landscape and other decorative treatments along perimeter collector and arterial streets and the perimeter of the development.*

The Final Development Plan contains commitments, intended to satisfy demonstrate the development, if approved, will be of a higher quality than a standard development, will yield a substantial community benefit, and will result in other benefits (as listed above).

1. natural drainage systems preserved/enhanced
2. private street/ gated entry
3. land per dwelling unit is 21,000 square feet greater than as required in the AG (agriculture) zoning district
4. Internal lot landscape requirements incorporated into the DOD for the Final Plat

Preceding design of the final plat and crafting of a PUD, the applicant worked with the City Engineer to extend the water system to the site, the City will be the water purveyor to homes within PUD 41.

RECOMMENDATION:

Staff recommends approval of the Final Plat of Twin Ponds subject to attached list of corrections, modifications, and Conditions of Approval:

MOTION:

Move to approve PUD 41, a zoning request to change the zoning at the subject site to PUD 41, as documented in the Final Development Plan for Twin Ponds, with Ordinance 772, subject to conditions of approval as documented in the PUD 41 Staff Report.

CONDITIONS OF APPROVAL, PUD 41 TWIN PONDS, FINAL DEVELOPMENT PLAN:

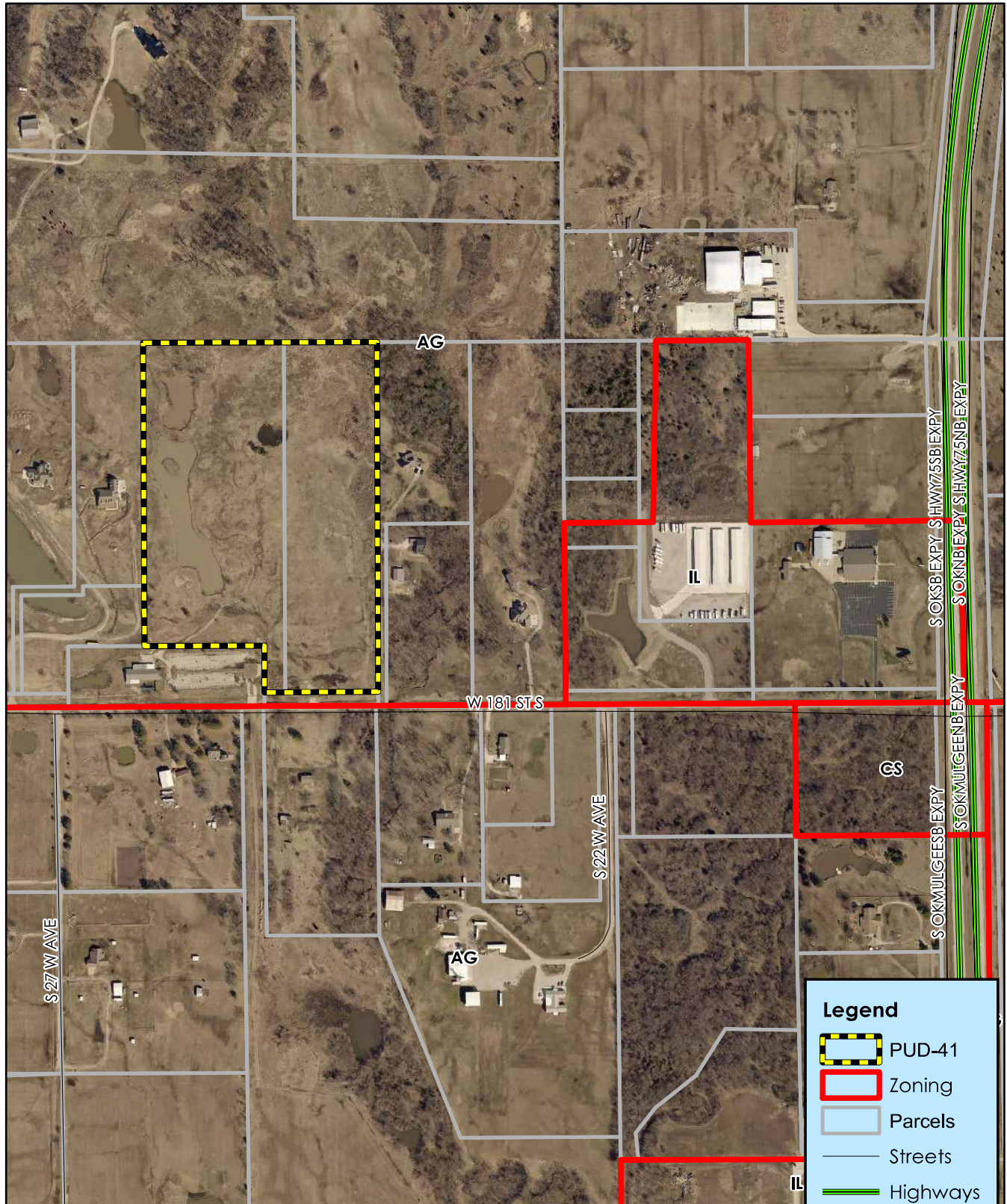
1. Page 4 of the Final Development Plan refers to Prestige Pond, revise.
2. *Permitted Uses* (page 12) makes reference to use unit 1 and 6. Permitted uses should be described as single-family residential homes and ancillary structures as allowed by the City of Glenpool Zoning Ordinance 746.
3. Approval of the Final Plat for Twin Ponds.

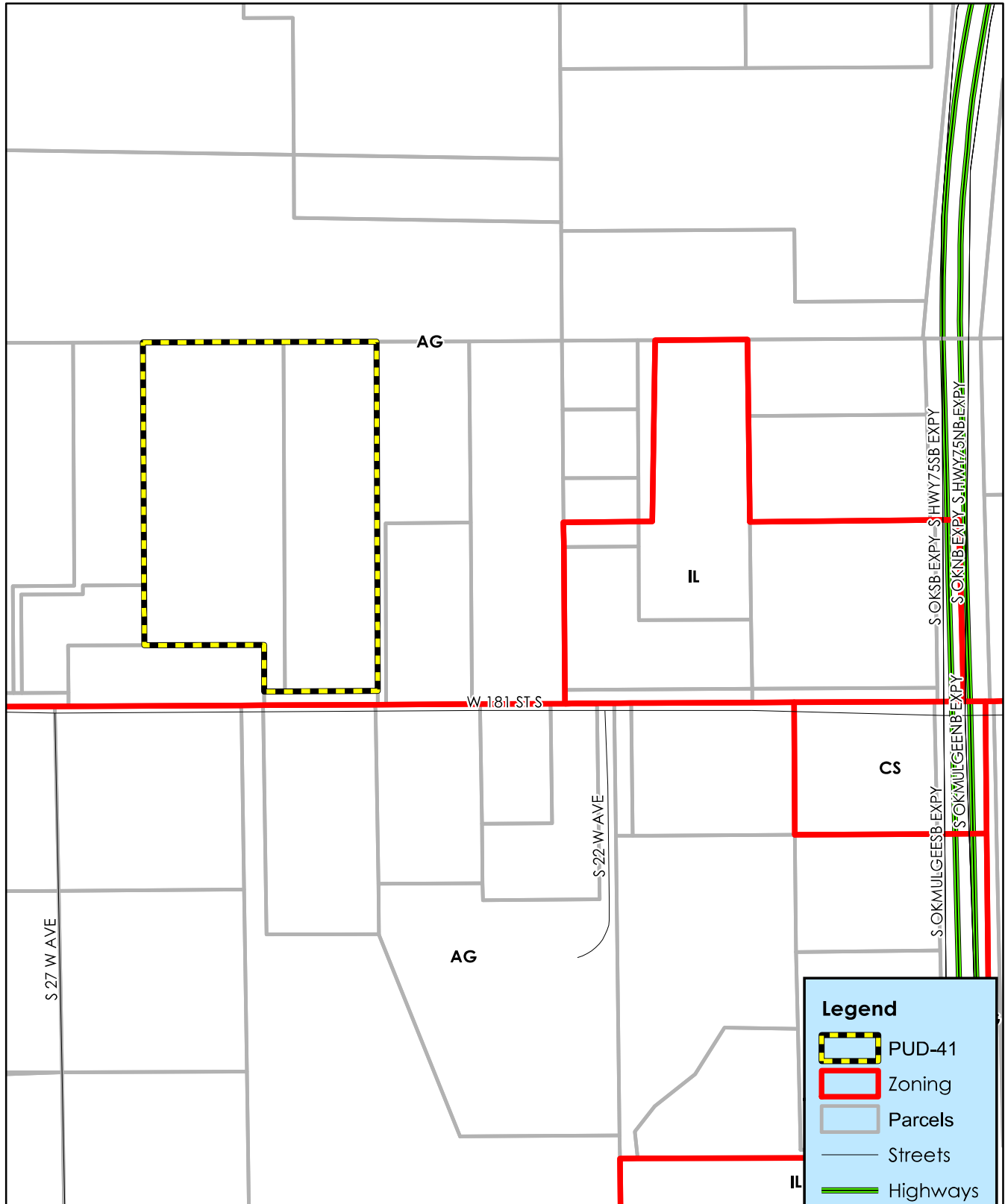
ATTACHMENTS:

1. Aerial Photo
2. Zoning Map
3. Re-zoning application
4. Twin Ponds PUD 41
5. Ordinance 772

PUBLIC HEARING NOTICE:

1. 300-foot radius mailed 2020/02/14
2. Published in Tulsa World 2020/11/17





CITY OF GLENPOOL PLANNING COMMISSION

[] ZONING [x] PUD [] PUD AMENDMENT

CASE NUMBER _____

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

www.glenpoolonline.com

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ TAC DATE: _____ PC DATE: _____ CITY COUNCIL DATE: _____

☒ RES ☐ NON-RES ☐ COMBO RELATED ZONING OR PUD #: 41 BUILDING PERMIT APPLICATION NUMBER _____

☒ GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: North Side 181st / 5/4 miles W of Hwy 75 TRACT SIZE: 22.48 Ac

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: Vacant PRESENT ZONING: PUD 41 (Pending)

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: PUD 41 DEV. AREAS AFFECTED BY PUD AMENDMENT: N/A PUD PROPOSAL ATTACHED ☒ Y ☐ N ^{FINAL VERSION}

PROPOSED USE: Single-Family Residential NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Ryan McCarty / Select Design</u>	NAME <u>Dan Bealer</u>
ADDRESS <u>P.O. Box 548</u>	ADDRESS <u>8217 South Maybelle Avenue</u>
CITY, ST, ZIP <u>Bixby, OK 74008</u>	CITY, ST, ZIP <u>Tulsa, OK 74132</u>
DAYTIME PHONE <u>918-798-8356</u>	DAYTIME PHONE <u>918-269-0095</u>
EMAIL <u>ryan@selectdesignok.com</u>	EMAIL <u>southwindhomes@hotmail.com</u>
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>[Signature]</u> <u>1/29/2020</u>	

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

APPLICATION FEES

BASE APPLICATION FEE	\$		
ADDITIONAL FEE	ACRES x SLIDING FEE =	\$	APPLICATION SUBTOTAL \$
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT	\$		
SIGNS	\$50 X =	\$	
300' PROPERTY OWNERS MAILING & POSTAGE	\$1.00 per Name =	\$	NOTICE SUBTOTAL \$
RECEIPT NUMBER:		TOTAL AMOUNT DUE	\$

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

DISPOSITION

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

REVISED 7/23/2017

PLATTING REQUIREMENT

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

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

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


Applicant's Signature

1/29/2020
Date

Glenpool Planning Commission Case Number: _____

- Technical Advisory Committee (TAC) Meeting Date: _____

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

- Glenpool Planning Commission: Date: _____

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

- Glenpool City Council: Date: _____

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

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

REVISED 7/23/2017

TWIN PONDS – P.U.D. 41

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE NORTH 89°58'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1583.31 FEET; THENCE NORTH 00°01'31" EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°01'31" EAST A DISTANCE OF 169.80 FEET TO A 3/8" IRON ROD; THENCE NORTH 89°59'53" WEST A DISTANCE OF 426.19 FEET TO A 1/2" IRON ROD; THENCE NORTH 00°01'10" EAST A DISTANCE OF 1102.96 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°56'51" EAST A DISTANCE OF 496.13 FEET TO A 3/8" IRON ROD; THENCE SOUTH S 89°46'43" E EAST A DISTANCE OF 330.46 FEET TO A 3/8" IRON ROD; THENCE SOUTH S 00°01'02" W WEST A DISTANCE OF 1270.88 FEET TO A 1/2" IRON ROD; THENCE SOUTH 89°58'33" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 400.46 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 979,214.15 SQUARE FEET OR 22.48 ACRES, MORE OR LESS, BEING SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

BASIS FOR BEARING - THE SOUTH LINE OF THE SW/4 OF SECTION 34, T-17-N, R-12-E AS NORTH 89°58'33" EAST.



SMITH BROTHERS

ABSTRACT

4500 W Houston Street

Broken Arrow, OK 74012

Phone: (918)582-2148 Fax: 918-582-0029

State of Oklahoma
County of Tulsa

} SS

SPECIAL CERTIFICATE

IN RE: A tract of land in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Commencing at the Southwest corner of said SW/4; thence North 89°59'33" East along the South line of said Section 34 a distance of 1583.31 feet; thence North 00°02'31" East a distance of 50.00 feet to the Point of Beginning; thence continuing North 00°02'31" East a distance of 169.80 feet; thence North 89°58'53" West a distance of 426.19 feet; thence North 00°02'10" East a distance of 1102.96 feet; thence South 89°55'51" East a distance of 496.13 feet; thence South 89°45'43" East a distance of 330.46 feet; thence South 00°02'02" West a distance of 1270.98 feet; thence South 89°59'33" West parallel with the South line of said Section 34 a distance of 400.46 feet to the Point of Beginning.

The undersigned a duly bonded and qualified abstract company within and for Tulsa County, Oklahoma, hereby certifies that the current year's tax rolls in the office of the Tulsa County Treasurer shows the names and addresses of the owners of the property abutting and within 300 feet in any direction of the before described real estate as follows, to-wit:

NAME AND ADDRESS

LEGAL DESCRIPTION

MYANMAR CHRISTIAN CHURCH INC
PO BOX 700481
Tulsa, OK 74170

PRT SW BEG 886.19E SEC SW TH N220 E697.06
S220 W697.06 TO POB SEC 34-17-12 (PER
ASSESSOR)

DANNY R BEELER and ZACHARY BEELER
8217 S MAYBELLE AVE
Tulsa, OK 74132

PRT SW BEG 1583.31E SWC SW TH N220 W426.06
N1103.23 E496.19 S1322.49 W70 POB LESS S50 SEC
34-17-12 (PER ASSESSOR)

DANNY R BEELER and ZACHARY BEELER
8217 S MAYBELLE AVE
Tulsa, OK 74132

PRT SW BEG 1653.31E SWC SW TH N1322.49
E330.46 S1321.19 W330.47 TO POB SEC 34-17-12
(PER ASSESSOR)

COTTON CREEK LP
5416 S OXFORD AVE
Tulsa, OK 74135-7747

PRT SW BEG 1321.24N SECR SW TH W APROX
2176.97 N APROX 195.22 NE APROX 27.27 NW
APROX 30.56 N APROX 219.32 W APROX 97.49 NW
APROX 200.88 NW119.98 NW APROX 10.18 E87.19
S56.35 E2369.19 S TO POB SEC 34 17 12

JERRY DON ROCK & LINDA ARLENE ROCK REV
TRUST
PO BOX 676
Glenpool, OK 74033-0676

PRT SW BEG 721.19E SWC SW TH N408.23 E218 N30
E217.99 S218.16 W271.06 S220 W165 TO POB LESS
S50 FOR RD SEC 34 17 12

Invoice



SMITH BROTHERS
ABSTRACT

4500 W Houston Street, Broken Arrow, OK 74012
Phone: (918)582-2148 Fax: 918-582-0029
www.smithbrothersabstract.com

Billed To:

Select Design
20 East Dawes Avenue
Bixby, OK 74008
Attn: Ryan McCarty

Deliver To:

Select Design
20 East Dawes Avenue
Bixby, OK 74008
Attn: Ryan McCarty

Customer File No:

Invoice No: 533433

Owner:

Seller:

Address:

No Address, Glenpool, OK

Invoice Date: 06/18/2019

Danny R Beeler and Zachary Beeler

Brief Legal:

PRT SW BEG 1583.31E SEC SW TH N220 W426.06
N1103.23 E496.19 S1322.49 W70 POB LESS S50 SEC
34-17-12; and PRT SW BEG 1653.31E SWC SW TH
N1322.49 E330.46 S1321.19 W330.47 TO POB SEC
34-17-12

DESCRIPTION	AMOUNT
300' Radius Report	\$75.00
Total amount due:	\$75.00

Please remit payment to: 4500 West Houston, Broken Arrow, OK 74012

THANK YOU FOR YOUR BUSINESS

JERRY DON ROCK & LINDA ARLENE REV TRUST
PO BOX 676
Glenpool, OK 74033-0676

PRT SW BEG 691.19E SWC SW TH N438.23 E218
N885.44 E248.19 S885.07 W217.99 S30 W218 S408.23
W30 TO POB LESS S50 FOR RD SEC 34 17 12

RICHARD A ADAMS and YVONNE D ADAMS
2265 W 181ST ST S
Mounds, OK 74047-5519

PRT SW BEG 1983.78E SEC SW TH N660.50 E330.94
S660.55 W331.42 TO POB LESS W30 THEREOF SEC
34 17 12

VACILIO EUGENE TERRONEZ, III and ALISHA N
TERRONEZ
PO BOX 99
Glenpool, OK 74033-0099

PRT SW BEG 661.19E SWC SW TH N1323.98 E248
S885.44 W218 S438.23 W30 TO POB LESS S50 FOR
RD SEC 34 17 12

DAVID LEON WARRIOR
13424 S PEORIA AVE
Bixby, OK 74008

PRT SW BEG 1983.78E & 660.50N SWC SW TH
N660.49 E330.47 S660.55 W330.94 TO POB & W30
TRCT DESC AS BEG 1983.78E SWC SW TH N660.50
E330.94 S660.55 W331.42 TO POB SEC 34 17 12

LAURA LEANN CLICK
2924 W 181ST ST S
Mounds, OK 74047-4709

E/2 TR BEG 1420N SWC NW TH N TO NWC GOV LT 4
E TO NEC GOV LT 4 S TO PT 1420N SCER W/2 NW
TH W TO POB LESS E73 THEREOF SEC 3 16 12

TERRY LYNN CARNER
974 E 146TH ST
Glenpool, OK 74033

PRT W/2 NW BEG 800N SWC BW TH N620 E TO PT
73W EL W/2 NW N TO NL E35 S TO PT 800N SL NW
TH W TO POB SEC 3 16 12

HOWARD LAURENCE CLICK, III and TRELA M
CLICK
12216 S GLEN CT
Jenks, OK 74037

BEG SWC NW TH N800 E TO PT 38W EL SW NW N
TO NL NW E38 S TO SECR SW NW TH W TO POB
LESS S522.97 THEREOF SEC 3 16 12

ANDREA LEIGH WOODRUFF
18206 S 27th W AVE
Mounds, OK 74047

PRT E/2 NW BEG NWC E/2 NW TH S1328 E660 N1328
W660 POB LESS S668 THEREOF SEC 3 16 12

BENJAMIN HOOS and DEBRA HOOS
2524 W 181ST ST S
Mounds, OK 74047

N660 E660.47 GOV LT 3 SEC 3 16 12

IN WITNESS WHEREOF, We have hereunto set our hand and seal at office in the City of Broken Arrow,
Oklahoma, this 14th day of June, 2019 at 07:00 AM.

Smith Brothers Abstract & Title Co., LLC

James D. Cichon

President
Abstractor License No.: 1069



Planned Unit Development No. 41

January 14, 2020

TWIN PONDS

City of Glenpool
Tulsa County, Oklahoma

RECEIVED
JAN 29 2020
BY:*NS*.....

Approximately 22.48 Acres
North of West 181st Street South – ½ mile west of Highway 75

PROPERTY OWNER

Southwind Homes of Glenpool, Inc.
8217 South Maybelle Avenue
Tulsa, OK 74132

Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

20 East Dawes Avenue
Bixby, Oklahoma 74008
Phone: (918) 798-8356

Table of Contents

I. PROPERTY DESCRIPTION	3
II. DEVELOPMENT CONCEPT	4
Exhibit A – Vicinity Map	5
Exhibit B – Aerial Photo	6
Exhibit C – Conceptual Site Plan	7
Exhibit D – Current Zoning Map	8
Exhibit E – Existing Topography	9
Exhibit F – Existing Soils	10
Exhibit G – Entry Feature & Landscape Plan	11
III. DEVELOPMENT STANDARDS	12
IV. GENERAL PROVISIONS	13
A. Surrounding Zoning and Land Uses	13
B. Vehicular Access and Circulation	13
C. Drainage and Utilities	13
D. Environmental Analysis and Topography	13
E. Requirement to Plat	14
F. Anticipated Construction Schedule	14

I. Property Description

Twin Ponds consists of 22.48 acres located on the north side of West 181st Street South – ½ mile west of Highway 75 in the City of Glenpool, Tulsa, Oklahoma.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE SOUTH 89°59'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1583.31 FEET; THENCE NORTH 00°02'31" EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'31" EAST A DISTANCE OF 169.80 FEET TO A 3/8" IRON ROD; THENCE NORTH 89°58'53" WEST A DISTANCE OF 426.19 FEET TO A 1/2" IRON ROD; THENCE NORTH 00°02'10" EAST A DISTANCE OF 1102.96 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°55'51" EAST A DISTANCE OF 496.13 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°45'43" EAST A DISTANCE OF 330.46 FEET TO A 3/8" IRON ROD; THENCE SOUTH 00°02'02" WEST A DISTANCE OF 1270.98 FEET TO A 1/2" IRON ROD; THENCE NORTH 89°59'33" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 400.46 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4797 ACRES, MORE OR LESS, BEING SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

II. Development Concept

Twin Ponds is a residential development on a 22.48-acre tract of presently undeveloped land within the City of Glenpool, Tulsa County, Oklahoma.

Objectives:

- Creative site design to integrate a flexible development around existing drainage features
- Better utilization of land than is possible through standard zoning regulations
- Compatibility with surrounding residential neighborhoods

Prestige Pond is a professionally planned neighborhood. Plans include detention facilities, private street, gated entry and landscaping. A homeowners' association will be formed for the neighborhood and homeowners' dues established for the maintenance of the neighborhood, private streets and amenities.

To further improve development quality, Twin Ponds will include professional landscaping and other decorative treatments along West 181st Street South.

EXHIBIT A
VICINITY MAP



EXHIBIT B
AERIAL PHOTO



EXHIBIT C CONCEPTUAL SITE PLAN



EXHIBIT D
CURRENT ZONING MAP



EXHIBIT E
EXISTING TOPOGRAPHY



EXHIBIT F
EXISTING SOILS
SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED JUNE 10, 2019



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
15	Dennis-Pharoah complex, 1 to 3 percent slopes	0.1	0.2%
16	Dennis-Radley complex, 0 to 12 percent slopes	1.8	8.0%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	20.8	91.8%
Totals for Area of Interest		22.7	100.0%

ENTRY FEATURE & LANDSCAPE PLAN

Twin Ponds

Planned Unit Development No. 41

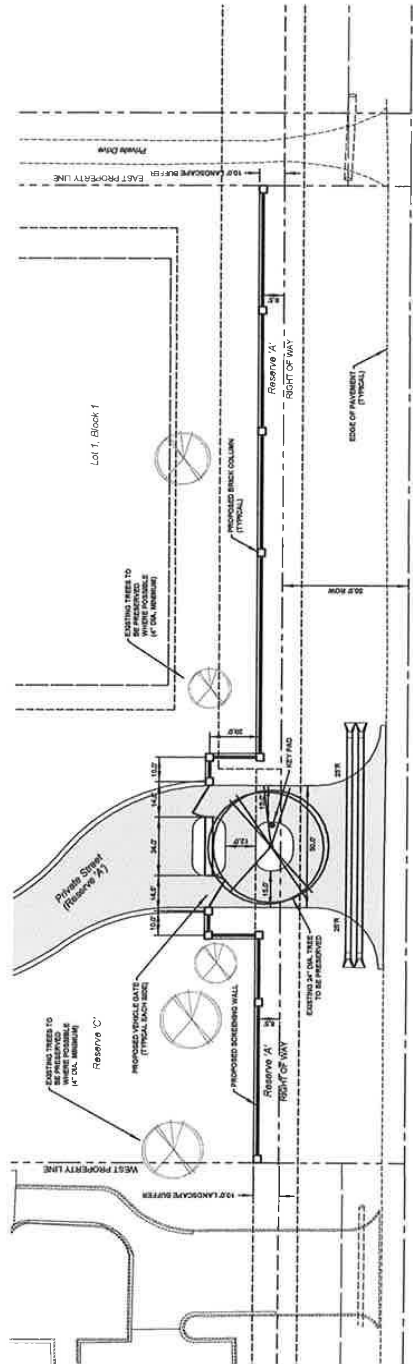
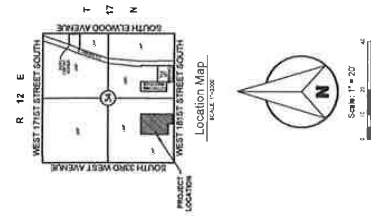
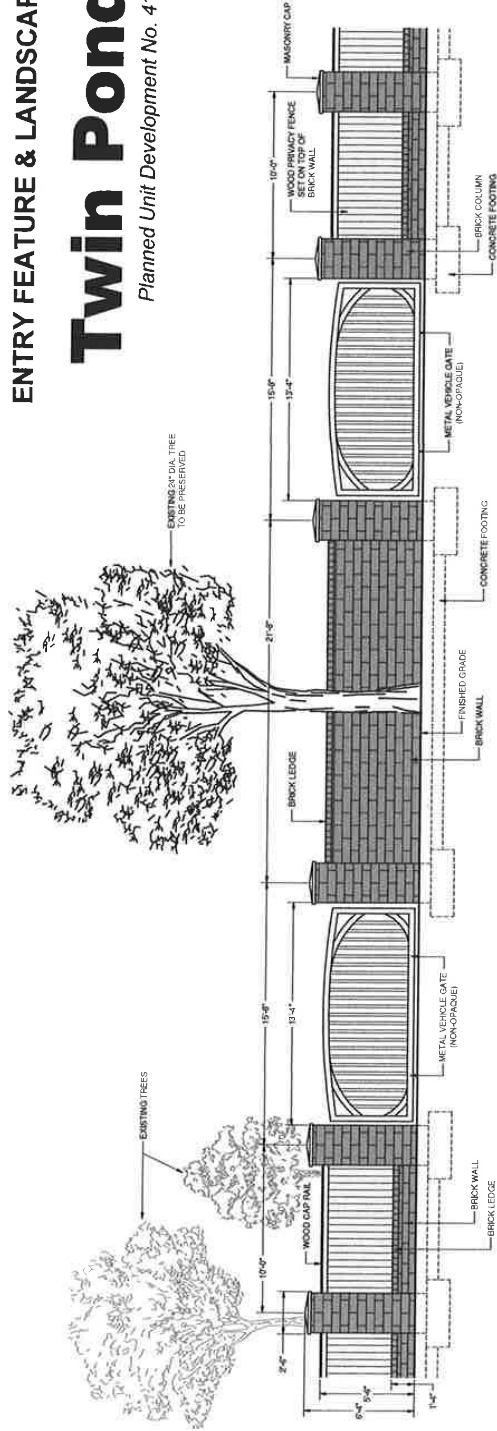


EXHIBIT G

DATE PREPARED: 10/20/20

III. Development Standards

Land Area: 22.48 Acres

Zoning: Planned Unit Development

Permitted Uses:

USE UNIT 1 - AREAWIDE USES BY RIGHT
USE UNIT 6 – SINGLE-FAMILY DWELLING

Residential lots proposed: 15

Minimum lot width (at the building setback line): 125 feet

Minimum lot area: 30,000 square feet

Minimum land area per dwelling unit: 31,875 square feet

Provided land area per dwelling unit: 65,282 square feet

Minimum Off-Street Parking: Two (2) enclosed off-street parking spaces per dwelling unit

Building setback from arterial street right-of-way: 35 feet

Front Yard abutting a private street reserve area: 35 feet

Rear yard: 30 feet

Interior side yard: 15 feet

No residence shall be built nearer than fifteen (15) feet to any side lot on one side, and fifteen (15) feet on the other side, thus requiring a combined total of at least thirty (30) 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.

All other yards abutting a private street reserve area: 35 feet

Maximum structure height: 35 feet

Minimum dwelling size: 2,200 square feet (finished heated living area)

IV. General Provisions

A. Surrounding Zoning and Land Uses:

The property is currently zoned AG – Agriculture District and is vacant and surrounded by AG – Agriculture District zoning. Surrounding uses are primarily agricultural, rural residential or vacant.

B. Vehicular Access and Circulation:

Vehicular access to the subdivision shall be from West 181st Street South. Gates serving private streets shall be designed in accordance with the Fire Code adopted by the City of Glenpool and approved by the City of Glenpool Fire Chief during the platting phase.

Limits of No Access (LNA) shall be depicted on the final plat along West 181st Street South frontage except at points of vehicular access.

C. Drainage and Utilities:

On-site stormwater management facilities utilizing the existing ponds will be designed and incorporated into the subdivision.

All proposed utilities shall be located underground. Final stormwater management facilities and site grading shall be designed in conformance with City of Glenpool Engineering Design Criteria and approved by the City Engineer. Public waterlines shall be designed in conformance with City of Glenpool and approved by the City Engineer and Oklahoma Department of Environmental Quality.

D. Environmental Analysis and Topography:

The property consists of gently rolling range land with elevations ranging from 716 feet to 702 feet. The USDA Web Soil Survey was used to help identify soil types present on the site. Existing soils consist of the following:

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15	Dennis-Pharoah complex, 1 to 3 percent slopes	0.1	0.2%
16	Dennis-Radley complex, 0 to 12 percent slopes	1.8	8.0%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	20.8	91.8%
Totals for Area of Interest		22.7	100.0%

E. Requirement to Plat:

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Glenpool Subdivision Regulations.

F. Anticipated Construction Schedule:

Construction shall commence within 3 months from the date the PUD is approved by the City of Glenpool.

CITY OF GLENPOOL

***** R E P R I N T R E C E I P T *****

REC#: 00483513 2/07/2020 1:49 PM
OPER: MB2 TERM: 031
REF#: #1081
PAID BY: SOUTHWIND HOMES OF GLENPOOL

TRAN: 566.0000 DEVELOPMENT FEE
 TWIN PONDS FNL PLAT | FDP PUD
01 -5-00-5200
 DEVELOPMENT FEES 535.00CR

TENDERED: 535.00 CHECK
APPLIED: 535.00-

CHANGE: 0.00

BUCKLE UP FOR SAFETY!
CITY HALL (918) 322-5409
WATER DEPT/COURT CLERK (918) 322-5442
POLICE (918) 322-8110 / FIRE 322-2177

Planned Unit Development No. 41

January 14, 2020

TWIN PONDS

City of Glenpool
Tulsa County, Oklahoma

Approximately 22.48 Acres
North of West 181st Street South – ½ mile west of Highway 75

PROPERTY OWNER

Southwind Homes of Glenpool, Inc.
8217 South Maybelle Avenue
Tulsa, OK 74132



Table of Contents

I. PROPERTY DESCRIPTION	3
II. DEVELOPMENT CONCEPT	4
Exhibit A – Vicinity Map	5
Exhibit B – Aerial Photo	6
Exhibit C – Conceptual Site Plan	7
Exhibit D – Current Zoning Map	8
Exhibit E – Existing Topography	9
Exhibit F – Existing Soils	10
Exhibit G – Entry Feature & Landscape Plan	11
III. DEVELOPMENT STANDARDS	12
IV. GENERAL PROVISIONS	13
A. Surrounding Zoning and Land Uses	13
B. Vehicular Access and Circulation	13
C. Drainage and Utilities	13
D. Environmental Analysis and Topography	13
E. Requirement to Plat	14
F. Anticipated Construction Schedule	14

I. Property Description

Twin Ponds consists of 22.48 acres located on the north side of West 181st Street South – ½ mile west of Highway 75 in the City of Glenpool, Tulsa, Oklahoma.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE SOUTH 89°59'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1583.31 FEET; THENCE NORTH 00°02'31" EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'31" EAST A DISTANCE OF 169.80 FEET TO A 3/8" IRON ROD; THENCE NORTH 89°58'53" WEST A DISTANCE OF 426.19 FEET TO A 1/2" IRON ROD; THENCE NORTH 00°02'10" EAST A DISTANCE OF 1102.96 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°55'51" EAST A DISTANCE OF 496.13 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°45'43" EAST A DISTANCE OF 330.46 FEET TO A 3/8" IRON ROD; THENCE SOUTH 00°02'02" WEST A DISTANCE OF 1270.98 FEET TO A 1/2" IRON ROD; THENCE NORTH 89°59'33" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 400.46 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4797 ACRES, MORE OR LESS, BEING SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

II. Development Concept

Twin Ponds is a residential development on a 22.48-acre tract of presently undeveloped land within the City of Glenpool, Tulsa County, Oklahoma.

Objectives:

- Creative site design to integrate a flexible development around existing drainage features
- Better utilization of land than is possible through standard zoning regulations
- Compatibility with surrounding residential neighborhoods

Prestige Pond is a professionally planned neighborhood. Plans include detention facilities, private street, gated entry and landscaping. A homeowners' association will be formed for the neighborhood and homeowners' dues established for the maintenance of the neighborhood, private streets and amenities.

To further improve development quality, Twin Ponds will include professional landscaping and other decorative treatments along West 181st Street South.

EXHIBIT A
VICINITY MAP

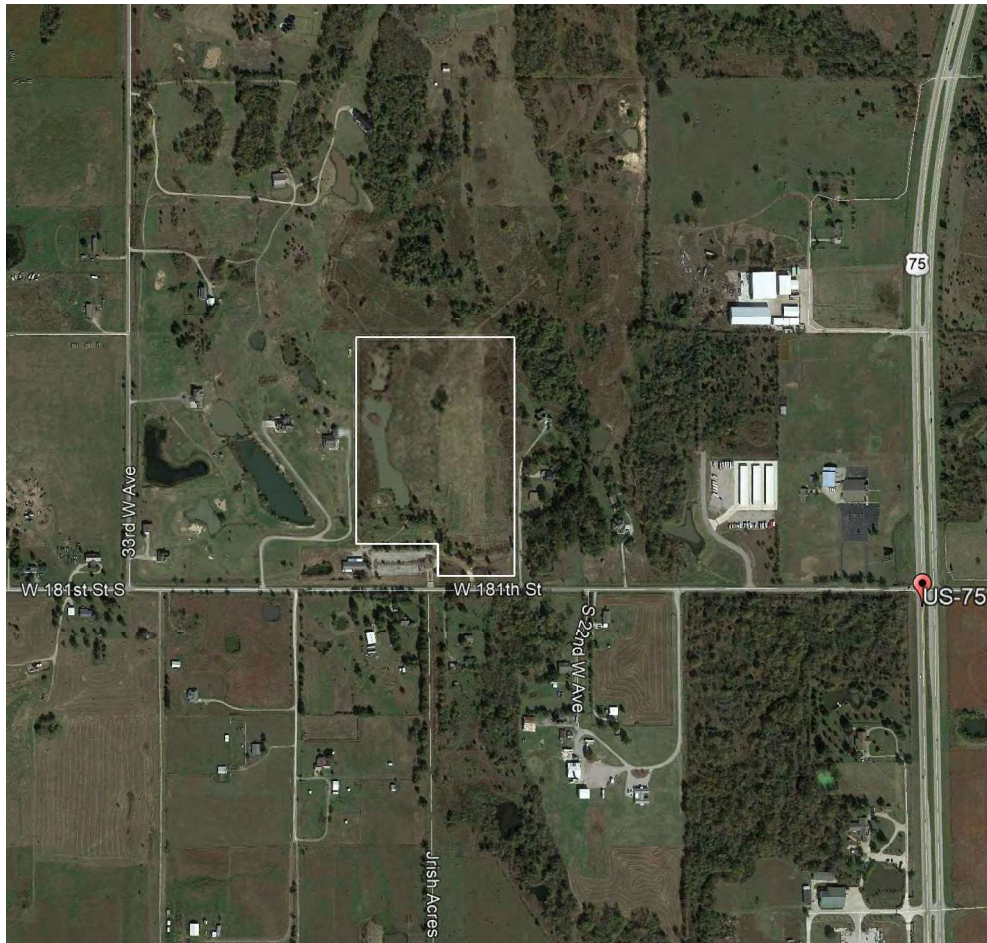


EXHIBIT B
AERIAL PHOTO



EXHIBIT C

CONCEPTUAL SITE PLAN



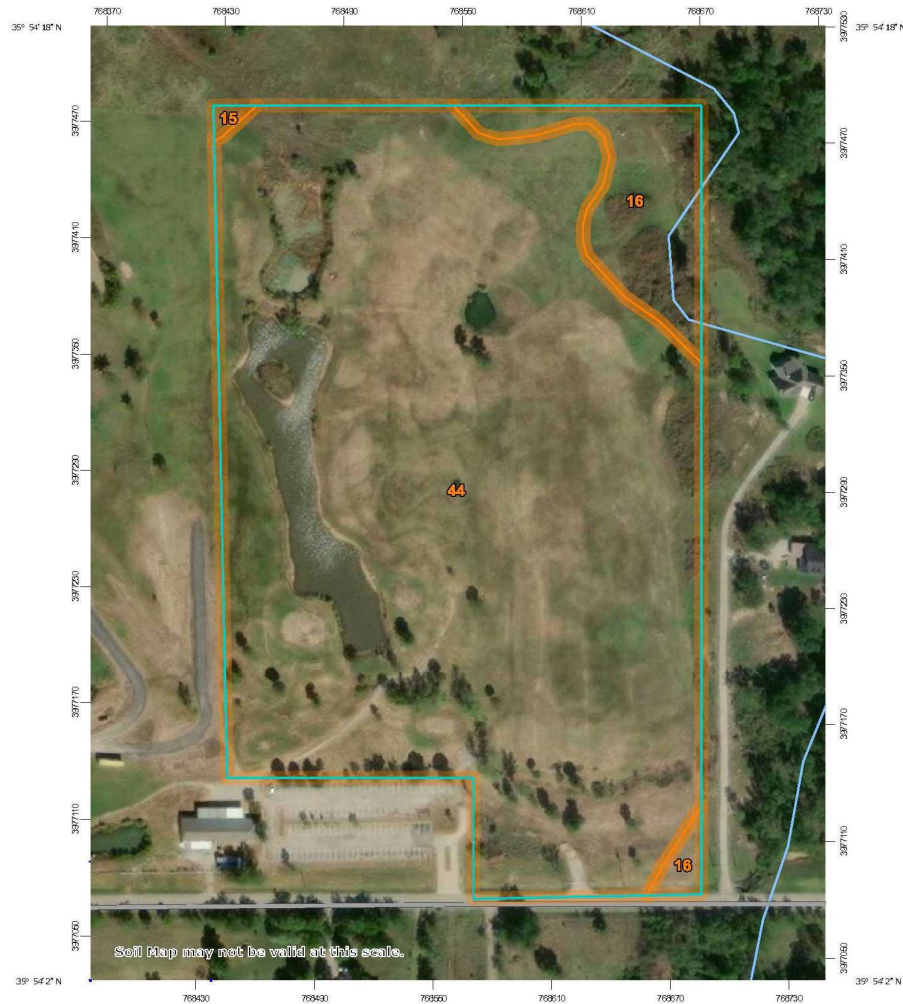
EXHIBIT D
CURRENT ZONING MAP



EXHIBIT E
EXISTING TOPOGRAPHY



EXHIBIT F
EXISTING SOILS
SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED JUNE 10, 2019



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15	Dennis-Pharoah complex, 1 to 3 percent slopes	0.1	0.2%
16	Dennis-Radley complex, 0 to 12 percent slopes	1.8	8.0%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	20.8	91.8%
Totals for Area of Interest		22.7	100.0%

ENTRY FEATURE & LANDSCAPE PLAN

Twin Ponds

Planned Unit Development No. 41

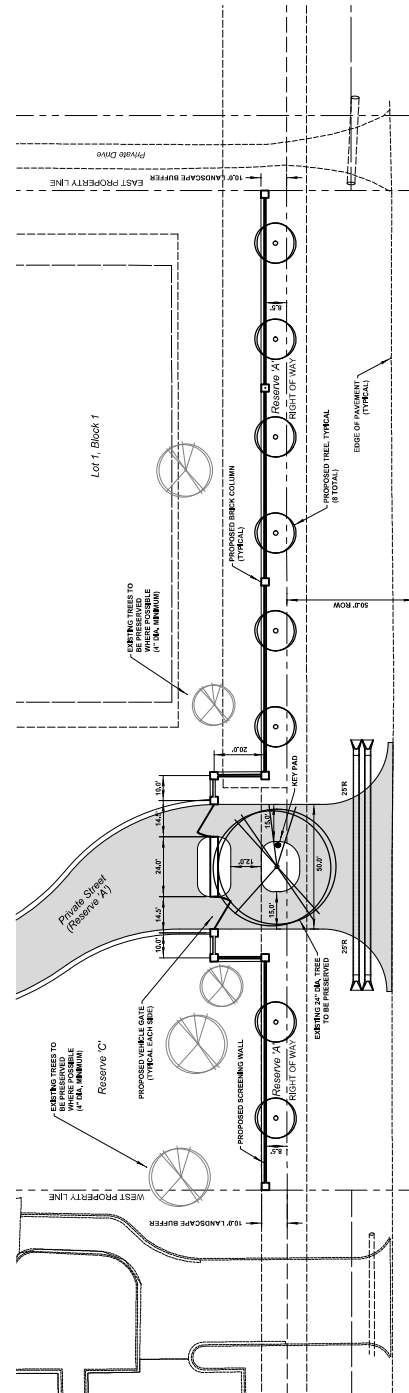
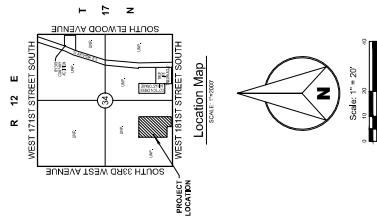
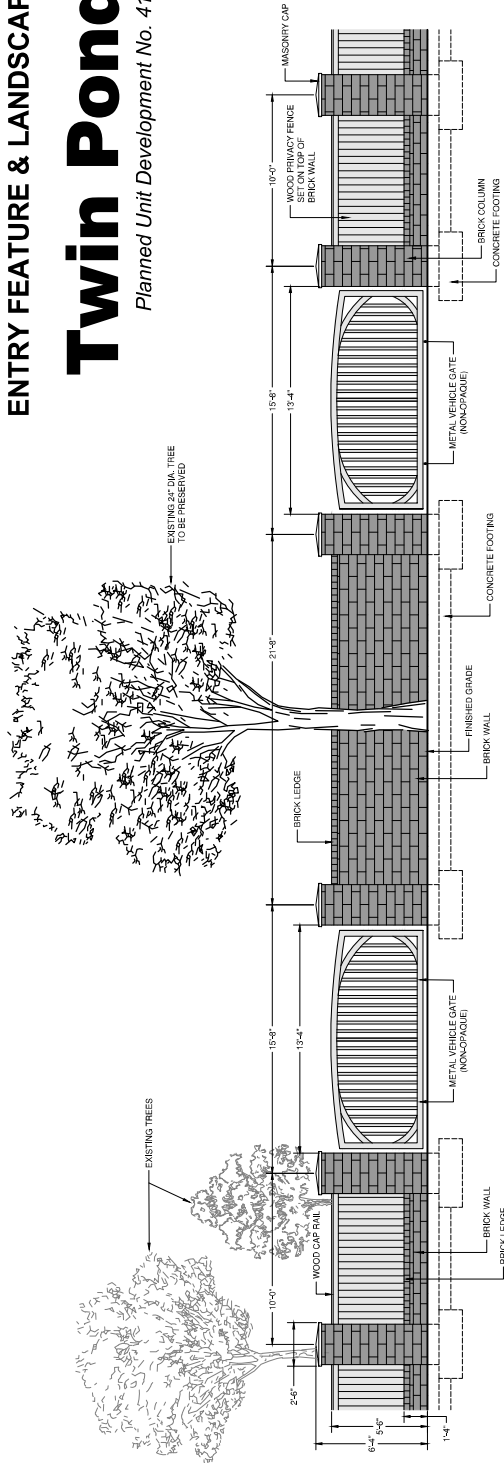


EXHIBIT G

DATE PREPARED: 2/13/2020

III. Development Standards

Land Area: 22.48 Acres

Zoning: Planned Unit Development

Permitted Uses:

USE UNIT 1 - AREAWIDE USES BY RIGHT

USE UNIT 6 – SINGLE-FAMILY DWELLING

Residential lots proposed: 15

Minimum lot width (at the building setback line): 125 feet

Minimum lot area: 30,000 square feet

Minimum land area per dwelling unit: 31,875 square feet

Provided land area per dwelling unit: 65,282 square feet

Minimum Off-Street Parking: Two (2) enclosed off-street parking spaces per dwelling unit

Building setback from arterial street right-of-way: 35 feet

Front Yard abutting a private street reserve area: 35 feet

Rear yard: 30 feet

Interior side yard: 15 feet

No residence shall be built nearer than fifteen (15) feet to any side lot on one side, and fifteen (15) feet on the other side, thus requiring a combined total of at least thirty (30) 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.

All other yards abutting a private street reserve area: 35 feet

Maximum structure height: 35 feet

Minimum dwelling size: 2,200 square feet (finished heated living area)

IV. General Provisions

A. Surrounding Zoning and Land Uses:

The property is currently zoned AG – Agriculture District and is vacant and surrounded by AG – Agriculture District zoning. Surrounding uses are primarily agricultural, rural residential or vacant.

B. Vehicular Access and Circulation:

Vehicular access to the subdivision shall be from West 181st Street South. Gates serving private streets shall be designed in accordance with the Fire Code adopted by the City of Glenpool and approved by the City of Glenpool Fire Chief during the platting phase.

Limits of No Access (LNA) shall be depicted on the final plat along West 181st Street South frontage except at points of vehicular access.

C. Drainage and Utilities:

On-site stormwater management facilities utilizing the existing ponds will be designed and incorporated into the subdivision.

All proposed utilities shall be located underground. Final stormwater management facilities and site grading shall be designed in conformance with City of Glenpool Engineering Design Criteria and approved by the City Engineer. Public waterlines shall be designed in conformance with City of Glenpool and approved by the City Engineer and Oklahoma Department of Environmental Quality.

D. Environmental Analysis and Topography:

The property consists of gently rolling range land with elevations ranging from 716 feet to 702 feet. The USDA Web Soil Survey was used to help identify soil types present on the site. Existing soils consist of the following:

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15	Dennis-Pharoah complex, 1 to 3 percent slopes	0.1	0.2%
16	Dennis-Radley complex, 0 to 12 percent slopes	1.8	8.0%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	20.8	91.8%
Totals for Area of Interest		22.7	100.0%

E. Requirement to Plat:

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Glenpool Subdivision Regulations.

F. Anticipated Construction Schedule:

Construction shall commence within 3 months from the date the PUD is approved by the City of Glenpool.

ORDINANCE NO. 772

AN ORDINANCE AMENDING ORDINANCE NO. 746, TITLE 11 OF THE CITY CODE OF THE CITY OF GLENPOOL (ZONING REGULATIONS), BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AG (AGRICULTURE) TO PUD 41 (TWIN PONDS) AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION PUD 41 (TWIN PONDS); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, on March 10, 2020 the City of Glenpool Planning Commission reviewed Application PUD 41 for a rezone of the property described herein and found that the proposed Planned Unit Development to be consistent with the Glenpool Comprehensive Plan, current zoning patterns, established precedent and surrounding use; and

WHEREAS, the City Council reviewed the application for PUD 41 on April 6, 2020 and considered the comments of staff and concluded Council agrees with the recommendation of the Planning Commission.

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

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

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED BY ORDINANCE NO. 772

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SW/4; THENCE SOUTH 89°59'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 1583.31 FEET; THENCE NORTH 00°02'31" EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'31" EAST A DISTANCE OF 169.80 FEET TO A 3/8" IRON ROD; THENCE NORTH 89°58'53" WEST A DISTANCE OF 426.19 FEET TO A 1/2" IRON ROD; THENCE NORTH 00°02'10" EAST A DISTANCE OF 1102.96 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°55'51" EAST A DISTANCE OF 496.13 FEET TO A 3/8" IRON ROD; THENCE SOUTH 89°45'43" EAST A DISTANCE OF 330.46 FEET TO A 3/8" IRON ROD; THENCE SOUTH 00°02'02" WEST A DISTANCE OF 1270.98 FEET TO A 1/2" IRON ROD; THENCE NORTH 89°59'33" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 400.46 FEET TO THE POINT OF BEGINNING, CONTAINING 22.4797 ACRES, MORE OR LESS, BEING SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

Be, and hereby is, amended from AG (AGRICULTURE) to PUD 41 (Twin Ponds).

SECTION 2: That all ordinances or parts of ordinances in conflict with PUD 41 as filed with the City of Glenpool Community Development herewith be and the same are hereby repealed.

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

Timothy Lee Fox, Mayor

Attest:

Wendy Knight, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JAMES TYLER MCHENDRY AICP, CITY PLANNER
RE: FINAL PLAT REVIEW, TWIN PONDS
APPLICANT: RYAN MCCARTY OF SELECT DESIGN
OWNER: DAN BEELER
SITE: IMMEDIATELY NORTH OF 181ST ST SOUTH, 0.5 MILE WEST OF US HWY 75
ZONING: AG (AGRICULTURE) - PUD 41 PROPOSED IN SEPARATE APPLICATION
COMP PLAN: RURAL RESIDENTIAL
DATE: APRIL 6, 2020

BACKGROUND:

An application for a final plat for Twin Ponds containing 15 lots and three reserve areas on a 22.48 tract of land located immediately north of 150th approximately 0.50-miles west of Hwy. 75. The site is immediately adjacent to the now closed clubhouse at the now vacated golf course. The Final Plat was recommended for approval subject to Staff conditions 3 to 0 at the March 9, 2020 Planning Commission meeting.

ZONING:

The subject site is zoned AG (agriculture), in coordination with the final plat, applicant applied for PUD 41, Twin Ponds, a Final Development Plan; the Final Development Plan was recommended for approval subject to Staff conditions 3 to 0 at the March 9, 2020 Planning Commission meeting.

The site is designated as Rural Residential in the City's Comprehensive Plan, a large lot private single-family home development generally aligns with the goals of the Rural Residential comprehensive plan designation. The development is a private gated community, streets, shown as Reserve Area A on the face of the plat, will be private and maintained by the homeowner's association.

TAC:

- Staff requested letter from OGE regarding location of hardscapes in easement
- Staff requested information be provided to Fire Marshal regarding private gate entry design, applicant indicated conversation had begun and information had been provided

RECOMMENDATION:

The design of the final plat for Twin Ponds generally aligns with the spirit and intent of the Rural Residential Comprehensive Plan designation, Staff recommends approval of the Final Plat of Twin Ponds subject to attached list of corrections, modifications, and Conditions of Approval:

MOTION:

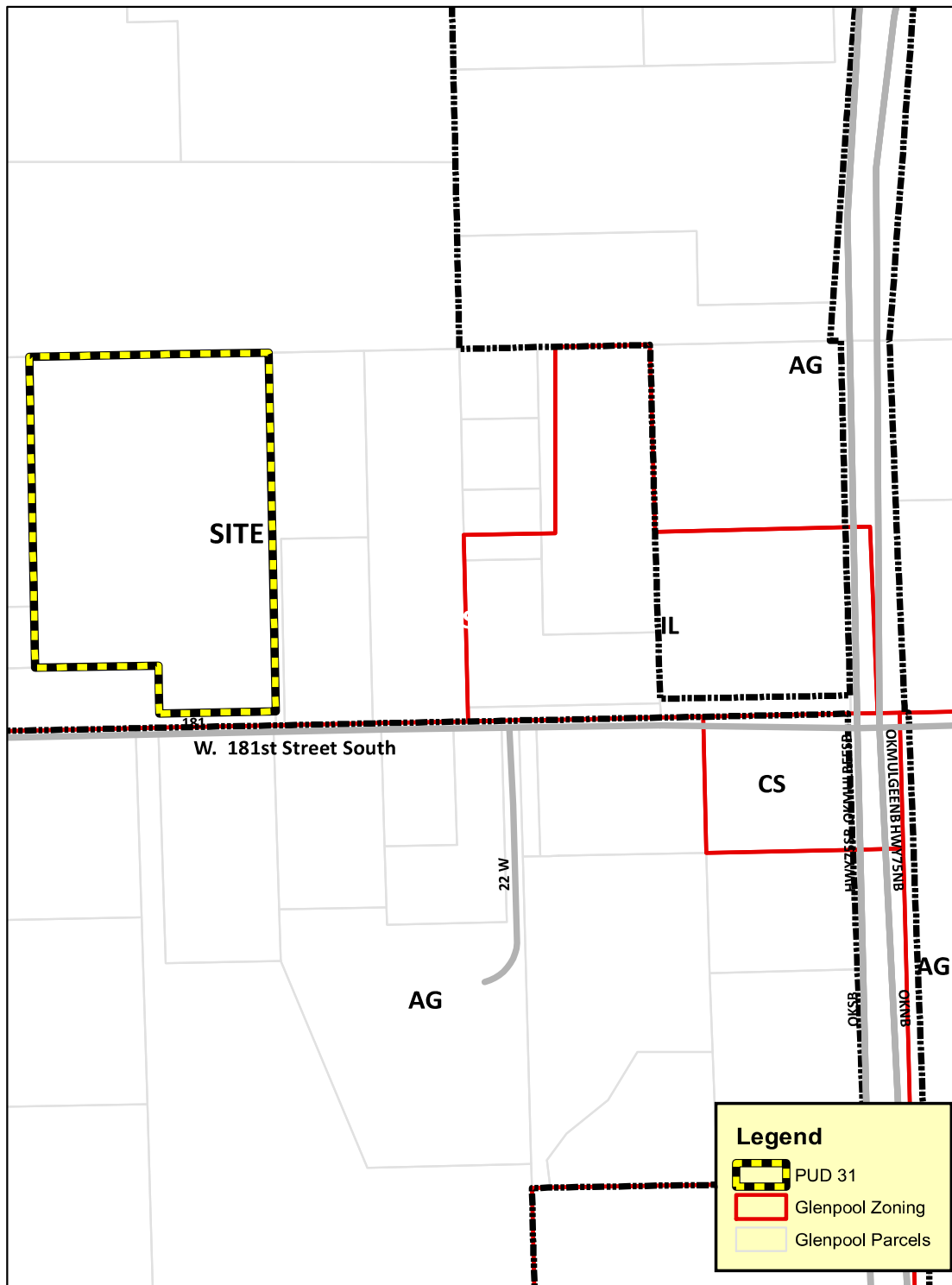
Move to approve the final plat for Twin Ponds, subject to attached list of corrections, modifications, and conditions.

CONDITIONS OF APPROVAL:

1. TAC conditions as listed above.
2. City Council approval of PUD 41.
3. Provide Staff with a letter from OG&E indicating development of the gate and landscape within the recorded easement will be an allowed use.
4. Area of Reserve areas to be shown in Lot Area & Address Table.

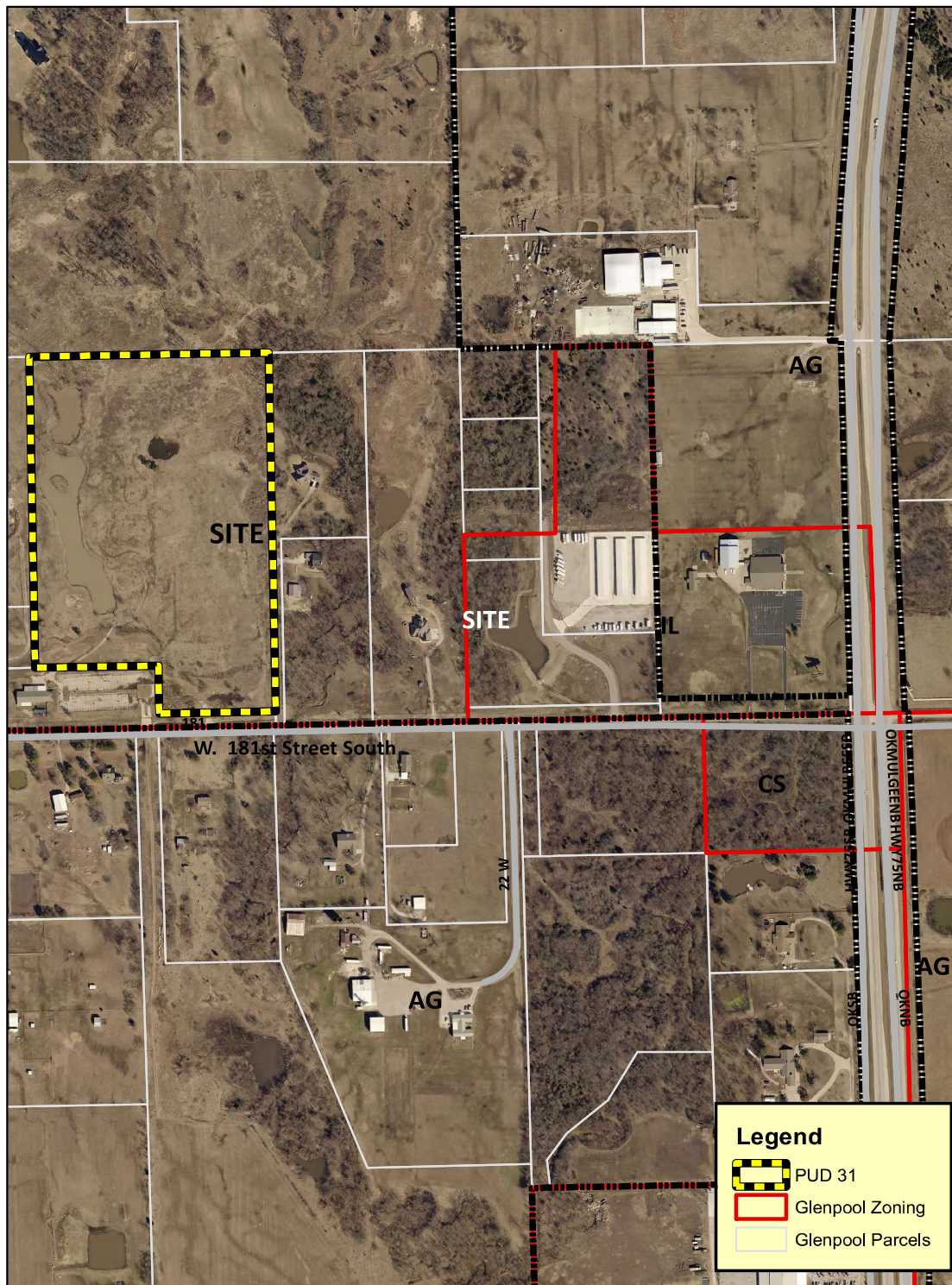
ATTACHMENTS:

1. Zoning Map
2. Aerial Map
3. Application for Final Plat
4. Final Plat, Twin Ponds



08/12/2019 Planning Commission Hearing Items
 (1) Final Plat, Twin Ponds
 (2) PUD 31, Twin Ponds Final Development Plan





08/12/2019 Planning Comission Hearing Items
(1) Final Plat, Twin Ponds
(2) PUD 31, Twin Ponds Final Development Plan

APPLICATION FOR APPROVAL OF SUBDIVISION

☒ **PRELIMINARY PLAT:** Application must be accompanied by a application fee per fee schedule, the names and addresses of the abutting property owners plus \$1.00 for each name on that list in order to cover the cost of notification, two (2) copies of the proposed plat, two (2) copies of the preliminary construction plans and an area map. Please submit in pdf (portable document format) as well.

☐ **FINAL PLAT:** Application must be accompanied by a application fee per fee schedule and two (2) copies of the final plat and two (2) copies of the final construction plans. When submitting plats for release after approval of the Glenpool Planning Commission and the Glenpool City Council, and ten (10) copies on paper completely signed and notarized. These copies should not be submitted until plat is in its absolute final form and ready to file of record with the Tulsa county clerk.

PROPOSED SUBDIVISION NAME: Twin Ponds

SECTION: 34 TWP: 17 RANGE: 12 LEGAL DESCRIPTION: SEE ATTACHED

DEVELOPER'S NAME: Dan Becker

DEVELOPER'S ADDRESS: 8217 S. Maybelle Ave. Tulsa, OK 74132 PHONE: 918-269-0095

ENGINEER'S NAME: Engineered By Design, PLLC PHONE: 905-234-0780

Acreage Of Area Being Platted: 22.5 Number Of Lots: 15 Average Lot Size: 1-4 Acres

Present Use Of Tract: Vacant Proposed Use Of Tract: Single-Family Residential

Present Zoning: AG Proposed Zoning: PUD

Is Plat Part Of A PUD? T.B.D. Zoning Case File/Number: GZ
(Pud Number)

Glenpool City Limits: ☒ INSIDE ☐ OUTSIDE ☐ PARTIALLY INSIDE

Water Supply: ☐ CITY SEWER ☐ LAGOON ☒ SEPTIC TANK ☐ OTHER

Street Resurfacing Proposed: Portland Cement Concrete Asphaltic Concrete PRIVATE STREET

Signature Of Developer/Agent: [Signature] Date: 6/6/2019

FOR STAFF USE ONLY

Preliminary Application Received: _____ (DATE) (RCPT#)

Preliminary Fee Received: _____

Preliminary Approval: _____

Final Application Received: _____

Final Approval: _____ Plat Release Date: _____

150



FORESIGHT LAND SURVEYING, LLC

318 West Main Street
Henryetta, Oklahoma 74437
P: 918-268-2502
office@foresightsurveying.net

A tract of land in the Southwest Quarter of Section Thirty-four (34), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, described as follows:

COMMENCING at the Southwest Quarter of said SW/4; Thence South 89°59'33" East along the South line of said Section 34 a distance of 1583.31 feet;

THENCE North 00°02'31" East a distance of 50.00 feet to a 1/2" iron rod, said point being the POINT OF BEGINNING;

THENCE continuing North 00°02'31" East a distance of 169.80 feet to a 3/8" iron rod;

THENCE North 89°58'53" West a distance of 426.19 feet to a 1/2" iron rod;

THENCE North 00°02'10" East a distance of 1102.96 feet to a 3/8" iron rod;

THENCE South 89°55'51" East a distance of 496.13 feet to a 3/8" iron rod;

THENCE South 89°45'43" East a distance of 330.46 feet to a 3/8" iron rod;

THENCE South 00°02'02" West a distance of 1270.98 feet to a 1/2" iron rod;

THENCE North 89°59'33" West parallel with the South line of said Section 34 a distance of 400.46 feet to the POINT OF BEGINNING, containing 22.4797 acres, more or less, being subject to any rights-of-way and easements of record.

Jason R. Lilly, OK PLS #1950

Date

DRAFT FINAL PLAT #1
Planned Unit Development No. 41

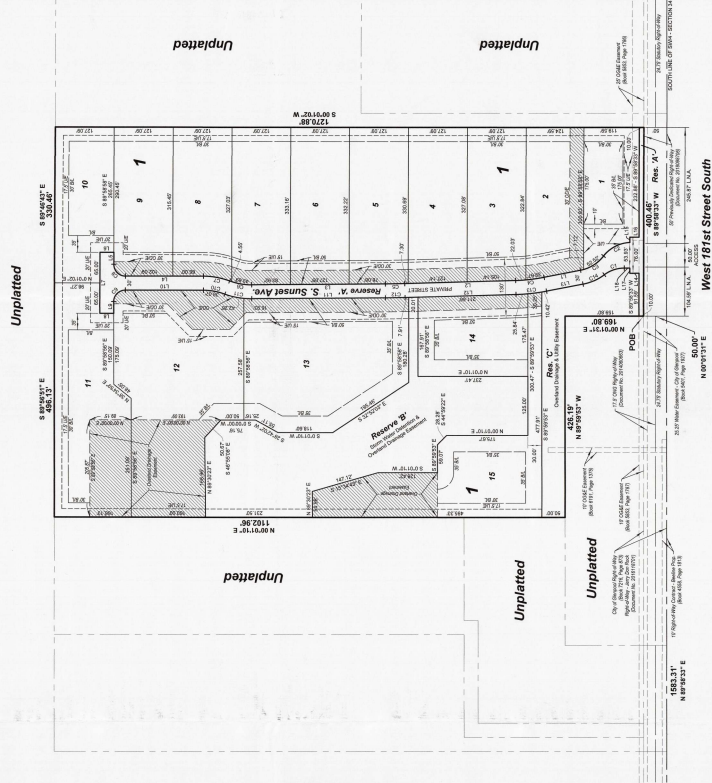
Twin Ponds

A SUBDIVISION IN THE CITY OF GLENWOOD, TULSA COUNTY, STATE OF OKLAHOMA, COMMENCING AT THE CORNER OF THE RANGE SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN TOWNSHIP SEVENTEEN (17) NORTH AND MERIDIAN.

Block	Lot	Street Address	Lot Area
1	1	1700 S. SOUTH SLIMEST AVENUE	24,472.08
	2	1800 S. SOUTH SLIMEST AVENUE	26,371.44
	3	1900 S. SOUTH SLIMEST AVENUE	41,792.08
	4	1900 S. SOUTH SLIMEST AVENUE	41,792.08
	5	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	6	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	7	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	8	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	9	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	10	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	11	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	12	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	13	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	14	1700 S. SOUTH SLIMEST AVENUE	42,152.28
	15	1700 S. SOUTH SLIMEST AVENUE	42,152.28

Line	BEARING	DISTANCE
1	N 17° 00' 00" E	23.00
2	N 17° 00' 00" E	23.00
3	N 17° 00' 00" E	23.00
4	N 17° 00' 00" E	23.00
5	N 17° 00' 00" E	23.00
6	N 17° 00' 00" E	23.00
7	N 17° 00' 00" E	23.00
8	N 17° 00' 00" E	23.00
9	N 17° 00' 00" E	23.00
10	N 17° 00' 00" E	23.00
11	N 17° 00' 00" E	23.00
12	N 17° 00' 00" E	23.00
13	N 17° 00' 00" E	23.00
14	N 17° 00' 00" E	23.00
15	N 17° 00' 00" E	23.00

Curve	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C2	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C3	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C4	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C5	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C6	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C7	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C8	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C9	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C10	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C11	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C12	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C13	65.37	77.00	49.34	N 17° 00' 00" E	65.37
C14	65.37	77.00	49.34	N 17° 00' 00" E	65.37



Owner / Developer
SOUTHWEST LANE OF GLENWOOD, INC.
1000 S. SOUTH SLIMEST AVENUE
TULSA, OKLAHOMA 74106
PHONE: (918) 244-4400

Engineer
FORREST L. LAMSON, INC.
P.O. BOX 1887
HERNIMAN, OKLAHOMA 74344
PHONE: (918) 244-4400
EMAIL: forrest@forrestlamson.com
C.A. # 1900, EXPIRES 6/30/2025

Surveyor
FORREST L. LAMSON, INC.
P.O. BOX 1887
HERNIMAN, OKLAHOMA 74344
PHONE: (918) 244-4400
EMAIL: forrest@forrestlamson.com
C.A. # 1900, EXPIRES 6/30/2025

Notes
ALL STREETS IN SECTION 17 ARE PRIVATE STREETS OWNED AND MAINTAINED BY THE CITY OF GLENWOOD. THE CITY OF GLENWOOD HAS THE RIGHT TO TAKE EASES IN THE PLAT HEREIN TO CONVEY TO THE CITY OF GLENWOOD. THE CITY OF GLENWOOD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STREETS AND UTILITIES SHOWN ON THIS PLAT. THE CITY OF GLENWOOD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STREETS AND UTILITIES SHOWN ON THIS PLAT. THE CITY OF GLENWOOD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STREETS AND UTILITIES SHOWN ON THIS PLAT.

Summary
SUBDIVISION NAME: TWIN PONDS
SECTION: 17
TOWNSHIP: 17N
RANGE: 12E
MERIDIAN: 100W
TOTAL ACRES: 64.00
TOTAL LOTS: 15
TOTAL ACRES PER LOT: 4.2667

Basis of Bearings
THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025.

Monumentation
ALL CORNERS WERE SET BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025. ALL CORNERS WERE SET BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025. ALL CORNERS WERE SET BY THE SURVEYOR ON THE 15TH DAY OF MARCH, 2025.

Benchmark
VERTICAL BENCHMARK: BENCHMARK 1
HORIZONTAL BENCHMARK: BENCHMARK 2

Legend
BL - BOUNDARY LINE
CL - CENTERLINE
DL - DRIVEWAY
UL - UTILITY
WL - WATER

Driveway Location	Minimum Pipe Size
1	NOT REQUIRED
2	24" DRIVEWAY CULVERT
3	24" DRIVEWAY CULVERT
4	18" DRIVEWAY CULVERT
5	18" DRIVEWAY CULVERT
6	18" DRIVEWAY CULVERT
7	18" DRIVEWAY CULVERT
8	18" DRIVEWAY CULVERT
9	18" DRIVEWAY CULVERT
10	18" DRIVEWAY CULVERT
11	18" DRIVEWAY CULVERT
12	18" DRIVEWAY CULVERT
13	18" DRIVEWAY CULVERT
14	18" DRIVEWAY CULVERT
15	24" DRIVEWAY CULVERT

NOTE: MINIMUM PIPE SLOPE = 0.75%

FINAL PLAT

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENWOOD PLANNING COMMISSION ON _____.

CHAMPION, VICE CHAIRPERSON OR SECRETARY
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENWOOD CITY COUNCIL ON _____.

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

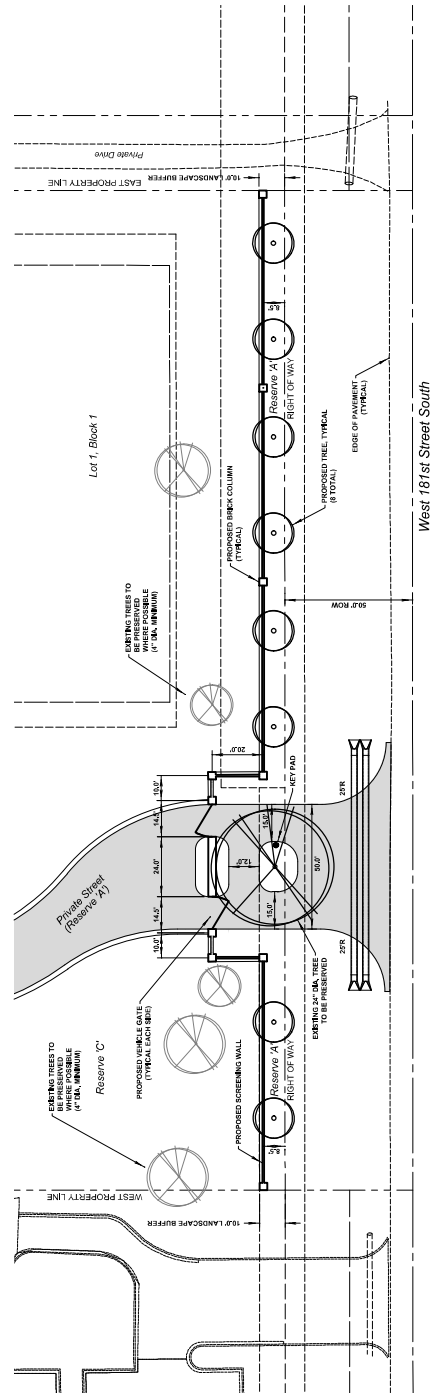
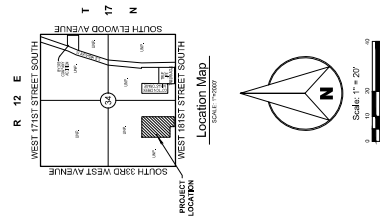
CITY MANAGER
THIS APPROVAL SHALL NOT BE INTERFERED TO WHEN STREETS, SANITARY SEWER, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT.

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 FOREGOING IS A TRUE AND CORRECT COPY OF A LIVE INSTRUMENT NOW ON FILE IN MY OFFICE.
DATED THE _____ DAY OF _____, 2025.
MICHAEL WILLIS, TULSA COUNTY CLERK
DEPUTY

COUNTY TREASURER STAMP

DATE PREPARED: 1/15/2025

Planned Unit Development No. 41



DATE PREPARED: 2/13/2020

To: HONORABLE MAYOR AND CITY COUNCIL
From: David Tillotson, City Manager
Date: April 6, 2020
Subject: Adoption of Ordinance Number 773 , an Ordinance establishing the offense of, and prescribing the penalty for, violation of a local or State emergency declaration and orders issued thereunder

Background:

The concurrent state of emergency at the State and local level due to the potential spread of Covid-19 coronavirus necessitates that the City adopt a penal ordinance which clearly establishes the offense of violation of orders, rules and regulations promulgated pursuant to the declaration of any state of emergency, including current and prospective future emergency circumstances, and provides a penalty for such violation. Oklahoma statutes expressly authorize the issuance of such an ordinance under Title 21, Section 1321.9 of the Oklahoma Riot Control and Prevention Act, and Title 63, Section 683.23 of the Oklahoma Emergency Management Act of 2003. In addition, Title 11, Section 22-120 of the Oklahoma Municipal Code give a municipal governing body authority to enact and enforce such ordinances, rules, and regulations as it deems necessary for the protection of the public health that are not inconsistent with state law, and specifically states that a governing body may make regulations to prevent the introduction of contagious diseases into a municipality. Finally, Title 11, Section 14-111 authorizes the City Council to enact ordinances prescribing maximum fines and penalties to be enforced in Glenpool's municipal court.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 773

Attachments:

- Proposed Ordinance No. 773
- Emergency Clause

ORDINANCE NO. 773

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENPOOL, AMENDING TITLE 6 (MISDEMEANORS, NUISANCES AND ANIMALS), CHAPTER 1 (GENERAL OFFENSES), ARTICLE E (OFFENSES REGARDING PUBLIC OFFICERS AND GOVERNMENT) OF THE CODE OF THE CITY OF GLENPOOL BY ADDING SECTION 6-1E -7 (VIOLATING AN EMERGENCY ORDER); AMENDING THE MUNICIPAL BOND SCHEDULE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, Title 21 of the Oklahoma Statutes, Oklahoma Riot Control and Prevention Act (the "Act"), Section 1321.4, Acts Which May be Proclaimed Prohibited, expressly authorizes the Governor, during the existence of a state of emergency, by proclamation, to prohibit:

Any person being on the public streets, or in the public parks or at any other public place during the hours declared by the Governor to be a period of curfew;
A designated number of persons, as designated by the Governor, from assembling or gathering on the public streets, parks, or other open areas of this state, either public or private;
The manufacture, transfer, use, possession or transportation of a Molotov cocktail or any other device, instrument or object designed to explode or produce uncontained combustion;
The transporting, possessing or using of gasoline, kerosene, or combustible, flammable, or explosive liquids or materials in a glass or uncapped container of any kind except in connection with the normal operation of motor vehicles, normal home use or legitimate commercial use;
The sale, purchase or dispensing of alcoholic beverages;
The sale, purchase or dispensing of other commodities or goods, as the Governor reasonably believes should be prohibited to help preserve and maintain life, health, property or the public peace;
The use of certain streets, highways or public ways by the public; and
Such other activities as the Governor reasonably believes should be prohibited to help preserve and maintain life, health, property or the public peace;
But shall not prohibit or suspend the sale, ownership, possession, transportation, carrying, transfer and storage of firearms, ammunition and ammunition accessories during a declared state of emergency that are otherwise legal under state law.

And

WHEREAS, Pursuant to the Act, by Executive Order No. 2020-07, dated March 15, 2020, as amended, J. Kevin Stitt, Governor of the State of Oklahoma declared a state of emergency caused by the impending threat of COVID-19 to the people of all 77 counties of the State of Oklahoma and the public's peace, health, and safety; and

WHEREAS, Title 21 of the Oklahoma Statutes, Oklahoma Riot Control and Prevention Act, Section 1321.9, Municipal Ordinances, provides that cities and towns are thereby authorized to enact ordinances in general conformity with the provisions of the Act; and

WHEREAS, Title 63 of the Oklahoma Statutes, Oklahoma Emergency Act of 2003, Section 683.23, Violations - Civil Actions - Jurisdiction - Penalties – Enforcement, provides that any person who willfully violates any rule, regulation or order of the Oklahoma Department of Emergency Management shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof, be punished by imprisonment in

the county jail for not more than six (6) months, or by a fine of not more than three thousand dollars (\$3,000.00), or both, each day of violation constituting a separate offense; and

WHEREAS, Title 11 of the Oklahoma Statutes, Oklahoma Municipal Code, Section 22-120, Public Health, Hospitals and Quarantine, gives a municipal governing body authority to enact and enforce such ordinances, rules, and regulations as it deems necessary for the protection of the public health that are not inconsistent with state law, and specifically states that a governing body may make regulations to prevent the introduction of contagious diseases into a municipality; and

WHEREAS, Title 11 of the Oklahoma Statutes, Oklahoma Municipal Code, Section 14-111, Enforcement and Penalties for Violation of Municipal Ordinances, provides that the City Council is authorized to enact ordinances prescribing maximum fines and penalties to be enforced in Glenpool's municipal court not-of-record, provided that such fines and penalties may not be greater than those established by statute for the same offense and in no case may the maximum fine or deferral fee in lieu of a fine exceed seven hundred fifty dollars (\$750.00) or the maximum imprisonment exceed sixty (60) days in the county jail, and further provided that the City Council may not adopt or enforce any ordinance making unlawful any act or omission declared by statute to be punishable as a felony; and

WHEREAS, On March 17, 2020, the City Council of the City of Glenpool met in an Emergency Meeting and approved Resolution No. 2020002 declaring that a state of emergency exists within the City of Glenpool and authorized the Mayor to direct the City Manager to take such emergency actions as are consistent with this emergency; and

WHEREAS, On March 20, 2020, the Mayor of the City of Glenpool, as authorized by Resolution No. 2020002 issued a Proclamation and Order Limiting and Closing Certain Commercial Businesses Issued Pursuant to City of Glenpool Resolution 2020002; and

WHEREAS, Title 6 (Misdemeanors, Nuisances and Animals), Chapter 1 (General Offenses), Section 6-1-2 (Statutory Offenses Incorporated), provides that violation of the law in the City of Glenpool shall include, without limitation, the nonperformance of any acts required and/or the committing of any acts prohibited by the Code of Ordinances and, where the Code is silent, so required or prohibited by any state statute pertaining to the same conduct, whether or not such violation may be prosecuted in the Glenpool municipal court or shall be within the jurisdiction of the district court for Tulsa County; and

WHEREAS, Title 5 (Emergency Preparedness), Chapter 1 (Emergency Management) Section 5-1-5 Emergency Powers, of the Code of Ordinances of the City of Glenpool provides that the Director of the Glenpool Emergency Management Program shall have the power to make, amend, and rescind any necessary orders, rules and regulations to carry out the provisions of said chapter within the limits of the authority conferred upon him or her in said title, with due consideration to be given to the plans and powers of the federal government, the government of Oklahoma, and other public and private agencies and organizations empowered to act in either enemy caused emergencies or natural emergencies, or both; and

WHEREAS, The City Council, in consideration of the foregoing premises, deems it lawful and prudent to enact an ordinance of the City of Glenpool that is in general conformity with provisions of the Oklahoma Riot Control and Prevention Act and enforces the Oklahoma Emergency Act of 2003 to the extent that said statute may be enforced by a municipal court not-of-record in the State of Oklahoma, and provides for enforcement of not only the current declarations of emergency at the State and municipal level but anticipates the contingency of such declarations in the future.

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

Section 1. Adding Section 6-1E-7 (Violating an Emergency Order) to Title 6 (Misdemeanors, Nuisances and Animals), Chapter 1 (General Offenses), Article E (Offenses Regarding Public Officers and Government) to the Code of Ordinances of the City of Glenpool, to read as follows:

6-1E-7: VIOLATION OF AN EMERGENCY ORDER; PENALTY:

- A. It is unlawful for any person to fail to perform any affirmative act mandated by, or to undertake or attempt to undertake any act prohibited by:
- Any executive order of the Governor of the State of Oklahoma issued during the existence of a state of emergency by proclamation as provided by the Oklahoma Riot Control and Prevention Act, as the same may be amended, or any comparable statute; or
- Any rule, regulation or order of the Oklahoma Department of Emergency Management pursuant to the Oklahoma Emergency Act of 2003, as the same may be amended, or any comparable statute; or
- Any resolution, proclamation or order of the City of Glenpool declaring that a state of emergency exists in the City of Glenpool, as may be adopted by the City Council of the City of Glenpool, as the same may be amended; or
- Any resolution, proclamation or order of the Mayor of the City of Glenpool to the extent such resolution, proclamation or order has been authorized by a preceding resolution, proclamation or order adopted by the City Council; or
- Any order, rule or regulation made by the Director of the Glenpool Emergency Management Program to the extent that such order, rule or regulation is authorized by Title 5 (Emergency Preparedness), Chapter 1 (Emergency Management) Section 5-1-5 Emergency Powers, of the Code of Ordinances of the City of Glenpool and is within the limits of the authority conferred upon him or her in said title.
- B. Any person, firm, or corporation who violates or neglects or refuses to comply with any regulation, requirement, or provision of subsection A of this section shall, upon conviction, be guilty of a misdemeanor offense punishable as provided in section 1-4-1 of this code and as set forth in the municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this code. Each day upon which any violation occurs shall constitute a separate offense. (Ord. No. 773, April 6, 2020)

Section 2. Amending the municipal bond schedule to read as follows:

A violation of Section 6-1E-7 of the Code of Ordinances is punishable by fine not to exceed seven hundred and fifty dollars (\$750.00) or by imprisonment not to exceed ten (10) days in the municipal holding facility or sixty (60) days in the Tulsa County jail, or both such fine and such imprisonment, together with costs authorized by law.

Section 3. That all ordinances or parts of ordinances in conflict with this Ordinance shall be and hereby are repealed and of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 6th day of April 2020, the Emergency Clause being adopted separately.

Timothy Lee Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

NOTICE OF EMERGENCY ORDER

PLEASE TAKE NOTICE THAT:

By Executive Order No. 2020-07, issued on March 15, 2020 and amended thereafter, the Governor of the State of Oklahoma has declared a State of Emergency throughout the State of Oklahoma; and

By Resolution No. 2020002, adopted by the Glenpool City Council on March 17, 2020, the Mayor of the City of Glenpool declared a state of emergency within the City of Glenpool; and

By Proclamation issued by the Mayor pursuant to Resolution No. 2002002 on March 20, 2020, certain non-essential commercial businesses have been ordered to close operations and others have been required to limit operations to the extent permitted by the foregoing Executive Order and Proclamation; and

By Ordinance No. 773, adopted by the Glenpool City Council on April 6, 2020, the City of Glenpool is authorized to issue citations to, or arrest, persons and businesses that violate such closure and limited operations orders.

CONTINUED BUSINESS OPERATIONS BY YOUR BUSINESS, IN VIOLATION OF LOCAL AND STATE EMERGENCY ORDERS, WILL RESULT IN A CITATION OR ARREST FOR VIOLATING AN EMERGENCY ORDER, PURSUANT TO SECTION 6-1E-7 OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL.

ANY VIOLATION OF SECTION 6-1E-7 MAY RESULT IN THE MAXIMUM FINE OF \$750.00 AND/OR MAXIMUM IMPRISONMENT OF 60 DAYS IN THE TULSA COUNTY JAIL UPON CONVICTION OF A MISDEMEANOR.

ADDITIONALLY, THE CITY OF GLENPOOL MAY SEEK ALL AVAILABLE CIVIL REMEDIES TO TERMINATE ANY VIOLATION, INCLUDING BUT NOT LIMITED TO INJUNCTIVE RELIEF ACTION IN THE DISTRICT COURT OF TULSA COUNTY AGAINST ALL WHO VIOLATE THE EMERGENCY ORDERS, INCLUDING BUSINESS EMPLOYEES, OWNERS AND PATRONS.

IT IS SO ORDERED,

Timothy Lee Fox, Mayor

Date

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of the foregoing Ordinance No. 773 is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, *to wit* specifically to address promptly and efficiently actions needed to enforce current and future local and state level emergency declarations, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 6th day of April 2020.

Timothy Lee Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

RESOLUTION NO. 2020003
CORPORATE RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF GLENPOOL, OK
DECLARING A STATE OF EMERGENCY

WHEREAS, the Governor of the State of Oklahoma has issued a statewide declaration of emergency in response to the COVID-19 outbreak; and

WHEREAS, the United States Center for Disease Control ("CDC") has issued guidelines and directives to assist states, cities and towns in their efforts to minimize the spread of COVID-19, to include increased "social distancing" measures; and

WHEREAS, adoption of measures consistent with these CDC guidelines is necessary to protect the citizens of the City of Glenpool from the community spread of COVID-19; and

WHEREAS, the Glenpool City Council adopted Resolution 2020002 on March 17, 2020 declaring a state of emergency and authorizing the City Manager, upon verbal notification by the Mayor to do so, to take various measures to reduce the spread of the disease in Glenpool.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN THE CITY COUNCIL BY THE ELECTORATE OF THE CITY OF GLENPOOL, THE CITY CODE OF ORDINANCES AND STATE LAW, THE CITY COUNCIL OF THE CITY OF GLENPOOL, DOES HEREBY PROCLAIM AND DECLARE:

SECTION ONE: A state of emergency continues to exist within the corporate limits of the City of Glenpool, Oklahoma.

SECTION TWO: This Resolution shall be effective immediately upon execution by the Mayor of the City of Glenpool at the Council's Regular Meeting on Monday, April 6, 2020 at 6:00 p.m.

SECTION THREE: This Resolution incorporates all the original provisions of Resolution 2020003 and extends those actions through May 6, 2020.

SECTION FOUR: This state of emergency shall continue until 11:59 p.m. May 6, 2020 unless terminated earlier, or extended further, by subsequent resolution.

**THE FOREGOING RESOLUTION IS HEREBY PASSED AND APPROVED BY THE CITY
COUNCIL OF THE CITY OF GLENPOOL THIS 6th DAY OF APRIL 2020.**

TIMOTHY LEE FOX, MAYOR

ATTEST:

WENDY KNIGHT, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

LOWELL PETERSON CITY ATTORNEY



TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE

COMMUNITY DEVELOPMENT DIRECTOR

RE: USER AGREEMENT: BLACK GOLD PARK CONCESSION OPERATION - 2020

Background:

This item is for Council consideration and possible action regarding the proposed annual renewal of the Lease Agreement between the City of Glenpool (City) and Lance and Michelle Cole (User) that has been in place since 2018.

The Lease Agreement provides the terms and conditions to be agreed to for the use of the Black Gold Park Concession/Restroom building by the User from March 1, 2020 thru February 28, 2021 as the initial term of the Agreement. The attached agreement is essentially a renewal of the existing agreement between the City and the User that was executed covering the 2019 season. This lease agreement will be subject to renewal for the 2021 season, and thereafter, upon conferral of the parties without the necessity of returning to the Council unless there is a material change in the terms of the Agreement.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute same on behalf of the City of Glenpool (City).

Attachments:

1. Proposed User Agreement with Lance and Michelle Cole.
2. Insurance Certificate & Health Department Permit & Sales Tax Certificate

**Lease Agreement: City of Glenpool/Black Gold Park Concession Facility/City
Lance & Michelle Cole/User
TERM: March 1, 2020 through February 28 , 2021**

LEASE AGREEMENT

This Agreement ("**Agreement**") is made and entered into, and shall be deemed effective, as of the date executed by all undersigned parties, City being the City of Glenpool, a municipal corporation, ("**City**") and User being Lance and Michelle Cole and **Lance and Michelle Cole**, of Berryhill, Oklahoma, as sole proprietors and doing business as "Koneheadz," (individually or together, the "**User**").

A. City is the owner of certain real property commonly described as **Black Gold Park**, located in the City of Glenpool, County of Tulsa, State of Oklahoma and more particularly the concession stand located on Black Gold Park at 305 W. 144th Street, Glenpool, OK 74033 (the "**Premises**").

B. User desires to lease the Premises, subject to terms and conditions set forth below, for the primary purpose of making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park.

C. For valuable consideration recited in this Agreement, the receipt and sufficiency of which are hereby acknowledged, City and User agree as follows:

Section 1. Basic Information: In addition to any terms that may be defined elsewhere in this Agreement, the following terms have the following meaning:

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) City: City of Glenpool
- c) City's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lborrow@cityofglenpool.com
- d) User: Lance and Michelle Cole
- e) User's Address for Notice Purposes: 13419 South 19th Street, Bixby, Oklahoma 74008
Telephone: 918-519-3729 (Lance) 918-519-2234
(Michelle) Email: lance@millertrucklines.com
- f) Effective Date: Date Agreement is approved and executed by both City and User, as noted below

- g) Commencement Date of Lease: March 1, 2020
- h) Expiration Date: February 28, 2020, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of lease this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

Section 2. Right of Entry; Purpose. User shall have the unrestricted right to enter the Premises during the Term of the Lease for the purposes of:

- a) Offering for sale shaved ice products, chips, sodas and sundry small packaged food items;
- b) Producing and offering for sale the products of a hot dog machine, nacho maker, popcorn popper, ice machine and soft drink dispenser;
- c) Utilizing the functions of an on-site refrigerator, sink and such other equipment, machinery or fixtures commonly and reasonably understood to be consistent with the operation of a concession stand and with offering for sale to the public snack food items and soft drinks;
- d) Maintaining the cleanliness and ensuring the operating order of all fixtures in the adjacent restrooms, provided that City shall be responsible for all capital repairs; and
- e) Upkeep of adjacent grounds, to include the removal of all litter generated by operation of the Premises, in the parking lot and grassy areas, provided that the City shall be responsible for maintaining the surface and striping of the parking lot.

Items (a) through (e) shall be referred to collectively as “**Operations.**”

Section 3. Rent. City shall waive the payment of monetary rental payments, in exchange for the following in-kind services:

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:

DAY[S] OF WEEK AND HOURS: All seven days of the calendar week from 9:00 AM to 9:00 PM

- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that City shall be responsible for all capital repairs;

- c) User shall be responsible to provide all standard restroom supplies, such as paper products and soap, and City shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

Section 4. Other Obligations of User. It shall be the duty of the User to:

- a) Maintain the concession stand within the standards of all applicable health and safety codes, whether city, county, state or federal.
- b) Obtain and maintain in good standing all applicable business licenses, food handler permits, sales tax registration and any other lawfully required conditions of operation, whether city, county or state.
- c) Maintain the operating hours set forth in section 3 of this Agreement, provided that User may, upon notice to the City, amend such operating hours in ways that are consistent with the season, academic year and other conditions affecting volume of sales, provided that such hours shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. on any date, unless User requests and City grants special exception for designated events.
- d) Conform all signage to the City of Glenpool Zoning Code, Sign Ordinance, provided that no signage shall be installed in a way that would cause damage to any surface if removed.
- e) Hold City harmless for any claims, liabilities or damages attributable directly to Operations of the User, as described in section 2 above.

Section 5. Obligations of City. It shall be the duty of the City to:

- a) Perform all mowing, snow removal and other similar grounds maintenance of the Premises.
- b) Provide all capital repairs and upgrades, and install any permanent fixtures.
- c) Provide water and electric utilities without cost to the User.
- d) Provide police protection of the Premises and surrounding areas, to include in particular the skateboard arena.
- e) Hold User harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the City or of park patrons to the extent that User is without fault.

Section 6. Insurance, Indemnification and Release of Claims

- a) **Prior Submission of Insurance Compliance.** User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person to commence work or engage in any Operations under this Agreement.

- b) Scope. Events within the scope of this provision include without limitation:
- Failure by User to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to City.
- c) Minimum Amounts. User shall obtain and maintain insurance in no less than the following amounts and in terms no more restrictive than the following:
- General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and
- Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma, to the extent required.
- d) City as Additional Insured. User shall include the City of Glenpool, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- e) Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days' prior written notification. The insurer shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- f) Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its employees, guests, invitees, representatives, officers, agents, or contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- g) Defense Against Liability Claims. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses

and damages is brought against City, User shall defend the same at its sole cost and expense; *provided that*, City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against City or any of its officers, agents, and employees, or jointly against City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

- h) Limitation of Liability. User acknowledges and agrees that it shall be responsible for any damages occurring to the demised Premises that are directly attributable to deliberate or negligent acts of User or any of its employees, or by the general public during User's hours of operation. User shall not be responsible for damages or vandalism occurring while User is not using the Premises or attributable to the acts of persons beyond User's power to control.

Section 7. Option to Renew. City and User shall have the option, but not the obligation, to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 8. City's Right of Access. City shall have an unrestricted right to enter the Premises at its sole discretion, provided that City shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of User's Operations.

Section 9. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

- a) On thirty days' written notice by either party;
- b) On default of any covenant or term hereof by either party;
- c) Immediately upon notice by City if User does not obtain or maintain any license, permit or other governmental approval necessary to its Operations;
- d) If the Premises are or become unusable for the intended purpose of operating User's business, without fault of either party;
- e) Expiration of the current term.

No later than thirty days after the termination of this Agreement, User will remove its personal property and fixtures and restore the Premises to their condition as of the Effective Date, reasonable wear and tear excepted.

Section 10. Damage. If any portion of the Premises necessary for User's Operations is damaged during the Term of this Lease, other than by causes attributable to User, City will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in City's reasonable judgment, more than thirty days to repair, then User may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

- a) Of Lease. City shall not lease, license or otherwise enter into any agreement with any party other than User for the use or occupancy of the Premises during the Term of this Agreement.
- b) Of Shaved Ice Sales. City hereby grants an exclusive license to sell shaved ice snow cones in Black Gold Park during the Term of this Agreement; provided that, such exclusivity shall not limit the right of other vendors to sell shaved ice snow cones during events directly sponsored by either of the City of Glenpool or the Glenpool Chamber of Commerce.

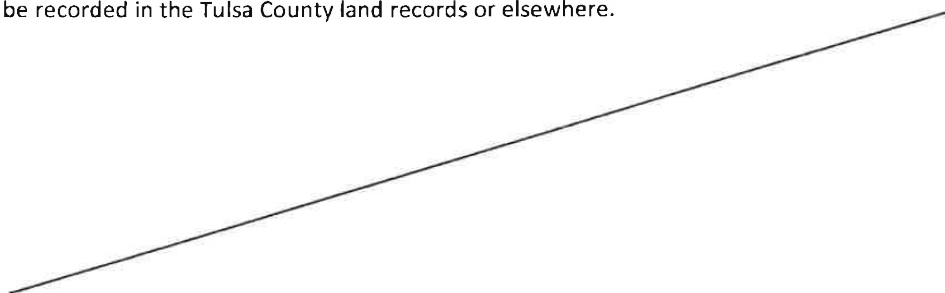
Section 12. Utilities. City will provide, at no cost to User, all utilities required by User's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. User shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the City.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between City and User and no other agreements, promises, or understandings shall or will be binding on either City or User. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 15. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 16. Recording Not Required. City and User agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.



IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals on the day and year below written, the latter of which being the Effective Date.

CITY: City of Glenpool

Timothy Lee Fox, Mayor

Date

Attest:

Wendy Knight, City Clerk

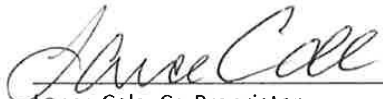
Date

Approved as to Form:

Lowell Peterson, City Attorney

Date

USER: Business Name "Koneheadz"


Lance Cole, Co-Proprietor

3-4-2020
Date


Michelle Cole, Co-Proprietor

3/4/2020
Date

ACKNOWLEDGMENT

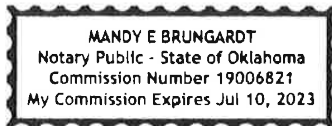
STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

On this the 4th day of March, 2020, personally appeared before me Lance Cole and Michelle Cole, to me known or satisfactorily proven to be the User described in, and who executed, the foregoing

Lease Agreement, and each acknowledged that he/she is duly authorized to sign such Lease Agreement and that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes stated therein.



GIVEN under my hand and seal

Mandy E Brungardt
Notary Public

My commission expires:

July 10, 2023

Attachments:

- Insurance certificate in compliance with Section 6 of this Lease Agreement
- Copies of all required food handler permits

CONTRACTS: SOCCER BASEBALL ETC - mbrungardt@cityofglenpool.com - Outlook

want to do

S HOME

ail

Delete

→ To Manager

✓ Done

⚡ Create New

Move

Rules

OneNote

Unread/ Read

Assign Policy

Categorize

Follow Up

New Group

Browse Groups

Search People

Address Book

Filter Email

Read Aloud

Get Add-ins

Phish Alert Report

Insights

Quick Steps

Move

Tags

Groups

Find

Speech

Add-ins

Phish Alert

Re: CITY OF GLENPOOL-CONCESSION LEASE AGREEMENTS

MC

Michelle Cole <colefamok@yahoo.com>

To Mandy Brungardt

⌂ You replied to this message on 3/4/2020 4:19 PM

↩ Reply

↩ Reply All

➡ Forward

⋮

Wed 3/4/2020 3:27 PM

Also, our anticipated hours open will begin May 1st until Labor Day weekend. Those hours will be different during the school year

During the school year 4:30-7:30, weekends 11:00-7:30

Daily summer hours 11:00 am-9:00pm



Tulsa City-County
Health Department
Not For Legal Identification

COLE, MICHELLE

Has complied with the local ordinances.

Class Location: Bixby

Expires: 04/17/2021

**FOODHANDLER
PERMIT**

TULSA HEALTH
DEPARTMENT


Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Steve Krokstrom 8701 S Garnett Ste B Broken Arrow, OK 74012		CONTACT NAME: PHONE (A/C, No, Ext): 918-250-2616 FAX (A/C, No): 918-250-8067 E-MAIL: ADDRESS:	
INSURED Michelle Cole dba Kone Heads 13419 S 19th St Bixby, OK 74008		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC #: 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
a	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	96-CB-N383-2	05/02/2019	05/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
a	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	96CBZ8270	06/12/2019	06/12/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

985 E 141st St Glenpool, OK 74033
95 W 145th St S Glenpool, OK 74033

CERTIFICATE HOLDER

CANCELLATION

City of Glenpool 12205 S Yukon Ave Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001486 132849.12 03-16-2016



PERMIT

ISSUED FOR:

OKLAHOMA STATE DEPARTMENT OF HEALTH
1000 NORTHEAST 10TH STREET
OKLAHOMA CITY, OKLAHOMA 73117-1299
(405) 271-5243

FACILITY NUMBER
72 - 108785

45 S FOOD SERVICES -ESTABLISHMENT
KONE HEADZ
95 W 145TH ST
GLENPOOL, OK 74033

RECEIPT NUMBER
4274731

FEE
\$250.00

PERMIT MUST BE POSTED

FACILITY NAME:

KONE HEADZ
13419 S 19TH ST
BIXBY, OK 74008

DATE ISSUED 4/26/2019

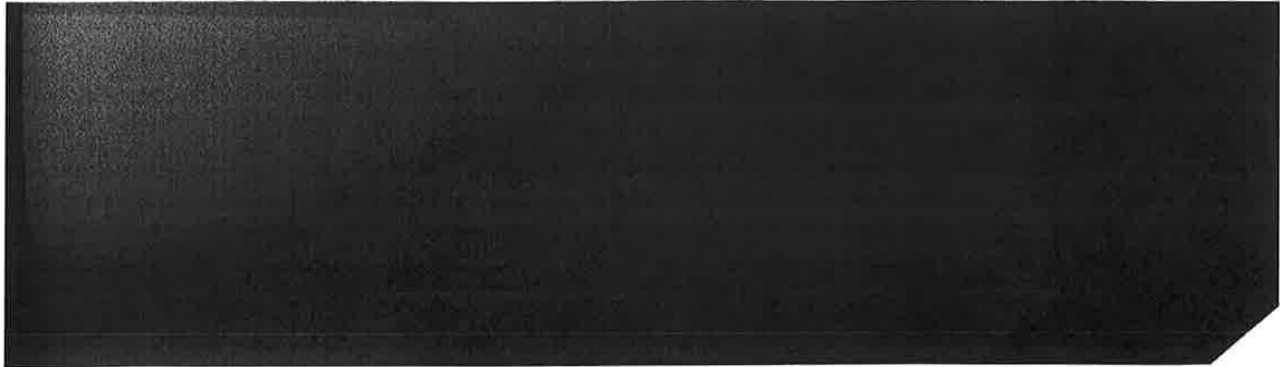
EXPIRATION DATE: 10/26/2019

PERMIT NOT TRANSFERABLE

OWNER/LESSEE NAME:

CONE HEADZ INC

Tom Bates
Interim Commissioner



Oklahoma Tax Commission

www.tax.ok.gov



CONEHEADS INC
13419 S 19TH ST
BIXBY OK 74008-1009

Date Issued: July 25, 2018
Letter ID: L0205536640
Taxpayer ID: **-***4667

TRO

Licenses/Permits at this Location SALES TAX PERMIT

County TULSA COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at www.tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Business Location			Industry Code	City Code	Site Effective	Expires	Sales Account ID
CONEHEADZ 95 W 145TH ST S GLENPOOL OK 74033-4026			722330	7207	July 25, 2018	May 3, 2021	STS-14970949-04
							Site Permit Number
							1181802496

PLEASE POST IN CONSPICUOUS PLACE

Steve Burnage, Chairman
Clark Jolley, Vice-Chairman
Thomas Kemp Jr., Secretary-Member
Non-Transferable

Phish Alert

Wed 3/4/2020 3:27 PM

Page 171 of 220

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

RE: USER AGREEMENT: MORRIS PARK BASEBALL FIELDS APRIL 6,

DATE: APRIL 6, 2020

Background:

This item is for Council consideration and possible action regarding the proposed annual renewal of the User Agreement between the City of Glenpool (Owner) and the Glenpool Youth Baseball League (User) that has been in place, in one form or another and as parties have changed, since 2015.

The User Agreement provides the terms and conditions to be agreed to for the use of the Morris Park baseball fields by the User from January 1, 2020 thru June 30, 2020 as the initial term of the Agreement. The Agreement is being brought to you at this date because, with changes of personnel in the Department of Community Development as well as new User officers, there appears to be some uncertainty as to whether the User Agreement for 2019 automatically renewed for 2020. To eliminate any such uncertainty, the City deemed it prudent to enter a new Agreement for the current year. It will be subject to renewal for the 2021 season, and thereafter, upon conferral of the parties without the necessity of returning to the Council unless there is a material change in the terms of the Agreement.

Although, under the terms of the Agreement, the User is authorized to arrange for use of the concession facility either by themselves or a third party, the User has indicated it has no intention of doing so during the 2020 season.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute same on behalf of the City of Glenpool (Owner).

Attachments:

Proposed User Agreement with Glenpool Baseball League.

Insurance coverage certificate

City of Glenpool

Morris Park User Agreement with Glenpool Baseball League

January 1, 2020 through June 30, 2020

[Renewal Term Optional, subject to future negotiation with notice by October 31, 2020]

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and the **Glenpool Baseball League** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in City-owned Morris Park to be designated herein and for purposes set forth herein. This Agreement shall become effective upon adoption and execution by both the Glenpool City Council and the President of the Glenpool Baseball League (the "**Effective Date**"), as signified below.

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities (the "**Sport**").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general by volunteers. Paid staff may include, without limitation, umpires and concession operators. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice, league activities, tournament play and such other Sport- related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises and Ownership

- A. The following property is made available to User for Sport activities. The City shall retain all rights of ownership, to include without limitation full access to the Premises at any time and the right to approve or disapprove any concurrent use by other sport teams or individuals, provided that approval will not be unreasonably denied:

All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings

(except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the “Premises”).

[stricken by agreement
of the parties]

- B. The concession building is owned by the City. However, contents of the concession building, more specifically: freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season or upon expiration, whichever occurs sooner. City will otherwise direct User to remove such items of personal property only upon termination of this Agreement or for other good cause. The User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, in accordance with section 9.B. of this Agreement, but in no case shall the City or the User allow any third party to operate the concession facility.
- C. The office/storage building immediately north of the concession building is owned by the User.
- D. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of, and each box exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from January 1, 2020 through June 30, 2020.
- B. **There shall be no automatic renewal.** However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from January 1, 2021 through June 30, 2021, or beyond, **provided that User shall give notice of its intention to renew or amended the current Agreement by October 31, 2020.** The City will not unreasonably refuse to renew or amend the Agreement.
- C. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. User agrees to abide by the following:
- i. During all hours of park operation not specifically scheduled for User's exclusive use for practice, regular games or tournament play, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.
 - ii. In all cases, once User has notified the Community Development Department of its bona fide need to use the Premises on a given date and time, User shall have priority over the general public or any other user.

- iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Community Development Department. During any period of time not within the Term of this Agreement (*i.e.*, from July 1 through December 31 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis.
- D. Game/tournament/practice schedules, to the fullest extent known, shall be submitted to the Community Development Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport events must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Community Development Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.
- F. Scheduling of User Sport events will be coordinated with the Community Development Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. **Scope of License Granted**

- A. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.
- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by invited affiliated users (*i.e.*, other teams, leagues or Sport-related organizations, “**Affiliated Users**”). User shall not allow the Premises to be used as home field or for practice by any teams outside the league service area without the approval of the Community Development Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.

- D. The Community Development Department will issue to User's President, Vice President or staff members, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Community Development Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises be changed, User will bear all costs associated with the change.
- E. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records are provided to City as part of User's reporting requirement provided in this Agreement.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement if there is renewal subject to section 3.B.
- B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.
- C. Any User Fee collected pursuant to this Agreement will be non-refundable and shall not be applied to any renewal of this Agreement.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the “**Personal Property**”), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User: User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:
 - i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize

Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.

- ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
- iii. Stocking and cleaning the restroom facilities, including all paper goods and cleaning supplies.
- ~~iv. Stocking, cleaning and general upkeep of the concession area.~~
- v. Cleanliness of real and personal property inside the fenced area of Premises, including removal of all trash from the Premises.
- vi. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
- vii. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
- viii. Maintenance of all storage sheds owned by User.
- ix. General cleanliness and upkeep of any facilities used on the Premises.
- x. All baseball field infield maintenance regarding markings and grass control.
- xi. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.
- xii. All routine dirt work on baseball fields (i.e. pitching mounds, infield dirt, etc.) shall be performed by User, provided that any supplementation of dirt not available on the grounds of the Premises shall be provided by the City.
- xiii. This maintenance plan may be coordinated with Affiliated Users or nonaffiliated users who share access to exclusive use of the Premises under a similar agreement with the City. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.
- xiv. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community Development

Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.

- xv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
- xvi. Optional - In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
 - Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, concession/bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;
 - All fences, backstops and related structures to ensure public safety; • Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - Turn off and winterize water and related systems following the agreed upon close of Sport playing season(s);
 - Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows:
 - Mowing: All Grass covered areas within the entirety of Morris Park will be mowed, on average, once per week during the growing season;

- Park access road/parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
 - Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots, and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule.
 - Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. City will assume all costs for the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

City will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of section 7.A.(xiv) of this Agreement to turn off and lock all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

~~9. Concessions~~

[stricken by agreement
of the parties]

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to said operations.
- B. User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, provided that: User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's access to the concession facility, except for intentional acts.
- C. User will receive all revenues from concession operations and will be the sole provider at Premises throughout the Term of this Agreement, whether during scheduled Sports activities or during use of the Premises by a third party, and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User.
- D. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. (To the extent that User claims

exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)

- E. Use of the concession facility for the sale of concessions is subject to the following conditions:
 - i. All food storage/food preparation procedures and equipment must be operated under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.
 - ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City County Health Department food handler's workshop.

10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by January 15 [April 30, 2020] and an end-of-season financial report by July 15, 2020, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises. Revenues derived from such signage shall be directed to User in support of User's activities and shall be reported as revenues on the end-of season financial report referenced in section 10.B.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to the outfield fencing and park benches, shall be subject to prior approval by the Community Development Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in this section 11 must be reviewed and approved by the Community Development Department.

12. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youth sports programs.
- B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

13. Insurance; Indemnification; and Release of claims

- A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance, only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.

- B. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the

future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

- E. Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- F. Events within the scope of this provision include without limitation:
 - i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the parent or legal guardian of the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User at Exhibit E shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to

the start of season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.

- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, onsite or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

15. Default and Termination Provisions

- A. This Agreement shall be subject to termination by the City upon User abandonment of Premises for a period of thirty (30) days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.

- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

16. Miscellaneous

A. Choice of law and venue

This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

B. Compliance with all federal, state, local laws

User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.

C. Non-discrimination provision

User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.

D. Notice provision

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind to the contrary shall be effective to the contrary.

F. Severability

If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

G. Authority to sign

Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.

H. Amendment provisions

The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

17. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

- A. ~~Copy of all required health department permits and any other licenses or permits required by law, in connection with operation of the concession facility~~
- B. Scheduled practices, games and tournaments
- C. Board member roster and staff contact list
- D. Insurance declaration page identifying City as additional insured
- E. Form of User Participant Release

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the date last executed below.

CITY

City of Glenpool, Oklahoma

Timothy Lee Fox, Mayor

Date

Attest:

Wendy Knight: City Clerk

SEAL

Approved as to Form:

Lowell Peterson: City Attorney

USER: Glenpool Baseball League

Christopher Neal
Duly Authorized Representative

VERIFICATION

State of Oklahoma)
)
County of Tulsa) ss

Before me, a notary public, on this ____ day of _____, 20__ personally appeared _____ known to me to be the President of the Glenpool Baseball League [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 43 CROWN RD. WILLOW PARK, TX 76087	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ALLIED WORLD ASSURANCE COMPANY INSURER B : GREAT AMERICAN INSURANCE GROUP INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC #
INSURED GLENPOOL YOUTH BASEBALL 16612 S. 11th WEST AVE GLENPOOL, OK 74033 Attn: CHRISTOPHER NEAL		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Athletic Participant ☒ Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		5075-1870-01	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 3,000,000				
		PRODUCTS - COMP/OP AGG \$ 1,000,000				
		Abuse & Molestation \$ 1,000,000				
		COMBINED SINGLE LIMIT (Ea accident) \$				
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER (secondary) Excess Accident Medical		BSRE 426723-00	03/01/2020	03/01/2021	Limit: \$100,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MASTER CERTIFICATE

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER

GLENPOOL YOUTH BASEBALL
16612 S. 11th WEST AVE
GLENPOOL, OK 74033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 43 CROWN RD. WILLOW PARK, TX 76087	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ALLIED WORLD ASSURANCE COMPANY INSURER B: GREAT AMERICAN INSURANCE GROUP INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
INSURED GLENPOOL YOUTH BASEBALL 16612 S. 11th WEST AVE GLENPOOL, OK 74033 Attn: CHRISTOPHER NEAL		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Athletic Participant ☒ Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	☒		5075-1870-01	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 Abuse & Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER (secondary) Excess Accident Medical	☒		BSRE 426723-00	03/01/2020	03/01/2021	Limit: \$100,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER

CITY OF GLENPOOL
12205 S YUKON AVE
GLENPOOL, OK 74033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Glenpool Youth Baseball Board Members

President:	Christopher Neal	(918) 814 - 5666
Vice President:	Mandy Earp	(918) 740 - 6646
Treasurer:	Courtney Neal	(918) 697 - 1976
Secretary:	Alicia Tatum	(918) 519 - 8475

Morris Park Practice Schedule

		Monday 2-24	Tuesday 2-25	Wednesday 2-26	Thursday 2-27	Friday 2-28	Saturday 2-29	Sunday 3-1
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1	6-8	Sluggers/Jackson	Sluggers/Jackson		Green Country Cubs	Sluggers/Jackson		Knights/Hefley Green Country cubs
2	6-7	Knights/Hefley	Titans/Stockham		Tribe/Bryant			2-4:30
3	6-7:45	Predators/Sanders	Predators/Sanders	Elizarraras		Predators/Sanders		
4	6-8	Predators/Smiley	Lil Sluggers/Talley	Lil Sluggers/Talley	Predators/Smiley			2-4
5	Tball	6-7:30	Tornadoes/Grey		Cowboys/Craig			Predators/Smiley
		Monday 3-2	Tuesday 3-3	Wednesday 3-4	Thursday 3-5	Friday 3-6	Saturday 3-7	Sunday 3-8
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1	6-8	Sluggers/Jackson	Sluggers/Jackson		Green Country Cubs	Sluggers/Jackson		Knights/Hefley Green Country cubs
2	6-7	Knights/Hefley	Titans/Stockham		Tribe/Bryant			2-4:30
3	6-7:45	Predators/Sanders	Predators/Sanders	Elizarraras		Predators/Sanders		
4	6-8	Predators/Smiley	Lil Sluggers/Talley	Lil Sluggers/Talley	Predators/Smiley			2-4
5	Tball	6-7:30	Tornadoes/Grey		Cowboys/Craig			Predators/Smiley
		Monday 3-9	Tuesday 3-10	Wednesday 3-11	Thursday 3-12	Friday 3-13	Saturday 3-14	Sunday 3-15
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1	6-8	Sluggers/Jackson	Sluggers/Jackson		Green Country Cubs	Sluggers/Jackson		Knights/Hefley Green Country cubs
2	6-7	Knights/Hefley	Titans/Stockham		Tribe/Bryant			2-4:30
3	6-7:45	Predators/Sanders	Predators/Sanders	Elizarraras		Predators/Sanders		
4	6-8	Predators/Smiley	Lil Sluggers/Talley	Lil Sluggers/Talley	Predators/Smiley			2-4
5	Tball	6-7:30	Tornadoes/Grey		Cowboys/Craig			Predators/Smiley
		Monday 3-16	Tuesday 3-17	Wednesday 3-18	Thursday 3-19	Friday 3-20	Saturday 3-21	Sunday 3-22
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1	6-8	Sluggers/Jackson	Sluggers/Jackson		Green Country Cubs	Sluggers/Jackson		Knights/Hefley Green Country cubs
2	6-7	Knights/Hefley	Titans/Stockham		Tribe/Bryant			2-4:30
3	6-7:45	Predators/Sanders	Predators/Sanders	Elizarraras		Predators/Sanders		
4	6-8	Predators/Smiley	Lil Sluggers/Talley	Lil Sluggers/Talley	Predators/Smiley			2-4
5	Tball	6-7:30	Tornadoes/Grey		Cowboys/Craig			Predators/Smiley
		Monday 3-23	Tuesday 3-24	Wednesday 3-25	Thursday 3-26	Friday 3-27	Saturday 3-28	Sunday 3-29
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1	6-8	Sluggers/Jackson	Sluggers/Jackson		Green Country Cubs	Sluggers/Jackson		Knights/Hefley Green Country cubs
2	6-7	Knights/Hefley	Titans/Stockham		Tribe/Bryant			2-4:30
3	6-7:45	Predators/Sanders	Predators/Sanders	Elizarraras		Predators/Sanders		
4	6-8	Predators/Smiley	Lil Sluggers/Talley	Lil Sluggers/Talley	Predators/Smiley			2-4
5	Tball	6-7:30	Tornadoes/Grey		Cowboys/Craig			Predators/Smiley

Morris Park Practice Schedule

	Monday 3-23	Tuesday 3-24	Wednesday 3-25	Thursday 3-26	Friday 3-27	Saturday 3-28	Sunday 3-29
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 3-30	Tuesday 3-31	Wednesday 4-1	Thursday 4-2	Friday 4-3	Saturday 4-4	Sunday 4-5
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 4-6	Tuesday 4-7	Wednesday 4-8	Thursday 4-9	Friday 4-10	Saturday 4-11	Sunday 4-12
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 4-13	Tuesday 4-14	Wednesday 4-15	Thursday 4-16	Friday 4-17	Saturday 4-18	Sunday 4-19
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 4-20	Tuesday 4-21	Wednesday 4-22	Thursday 4-23	Friday 4-24	Saturday 4-25	Sunday 4-26
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 4-27	Tuesday 4-28	Wednesday 4-29	Thursday 4-30	Friday 5-1	Saturday 5-2	Sunday 5-3
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2	6-7 Knights/Hefley	6-8 Titans/Stockham		5:30-8 Tribe/Bryant			Knights/Hefley
3			5:30-9:30 Elizarraras				
4							
5							
	Monday 5-4	Tuesday 5-5	Wednesday 5-6	Thursday 5-7	Friday 5-8	Saturday 5-9	Sunday 5-10
Field # Size	Time	Time	Time	Time	Time	Time	Time
1							
2							
3							
4							
5							
1							
2							
3							
4							
5							
1							
2							
3							
4							
5							

Morris Park Practice Schedule

2	6-7	Knights/Hefley	6-8	Titans/Stockham	5:30-9:30	Elizarraras	5:30-8	Tribe/Bryant											
3																			
4																			
5																			

Morris Park Practice Schedule

		Monday 5-11	Tuesday 5-12	Wednesday 5-13	Thursday 5-14	Friday 5-15	Saturday 5-16	Sunday 5-17
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1								
2		Knights/Hefley	Titans/Stockham		Tribe/Bryant			Knights/Hefley
3				Elizarraras				
4								
5								
		Monday 5-18	Tuesday 5-19	Wednesday 5-20	Thursday 5-21	Friday 5-22	Saturday 5-23	Sunday 5-24
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1								
2		Knights/Hefley	Titans/Stockham		Tribe/Bryant			Knights/Hefley
3				Elizarraras				
4								
5								
		Monday 5-25	Tuesday 5-26	Wednesday 5-27	Thursday 5-28	Friday 5-29	Saturday 5-30	Sunday 5-31
Field #	Size	Time	Time	Time	Time	Time	Time	Time
1								
2		Knights/Hefley	Titans/Stockham		Tribe/Bryant			Knights/Hefley
3				Elizarraras				
4								
5								



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF A PURCHASE AND INSTALLATION AGREEMENT
FOR SCHOOL ZONE TRAFFIC CONTROL SIGNALS ON ELWOOD
AVE. & 141ST STREET - GLENPOOL LOWER ELEMENTARY SCHOOL

DATE: APRIL 6, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Purchase Agreement submitted by SignalTek Company covering the installation of four new School Zone traffic signals supporting the Glenpool Lower Elementary School. The attached documents received from SignalTek describe and illustrate two different types of signals for this application. As noted, the actual poles and signage are the same for each version being proposed. However, one is powered by conventional electric service and the other via low voltage solar cell and battery. While the conventional powered lights are quoted at a total installed price of \$33,500.00 as opposed to a total cost of \$35,000.00 for the similar installation of solar powered signs, Staff is recommending the solar powered signage. SignalTek indicates that their extensive experience with the solar units is very favorable from an operating cost standpoint as well as being relatively maintenance free. Note that the conventional powered units would require extensive underground electric service connections with a separate meter and service account for each location, thus increasing the overall installation cost over that of the solar powered units.

Staff Recommendation:

Staff has reviewed the attached Installation agreement with SignalTek and is recommending approval of the purchase and installation of the solar powered School Zone traffic signals as indicated on the attached Vicinity Map in the total amount of \$35,000.00 to be funded from the FY 2019/2020 Budget under Item No. 01-6-14-6274 Street Maintenance and to authorize the City Manager to execute same on behalf of the City.

Attachments:

- A. SignalTek Purchase and Installation Agreement and Project Vicinity Map

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



SIGNALTEK

**P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341**

To:	City Of Glenpool	Contact:	Rob Werley
Address:	12205 S Yukon Ave Glenpool, OK 74033 UNITED STATES	Phone:	
Project Name:	Glenpool, School Zone Flashers, 141st & Elwood	Fax:	
Project Location:	E 141st St & S Elwood Ave, Glenpool, OK	Bid Number:	
		Bid Date:	3/4/2020

Please consider the following options for school zone flashers:

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Section 01: Solar					
01001	REGULATORY OR WARNING SIGN ASSEMBLY (SOLAR)	4.00	EACH	\$8,500.00	\$34,000.00
01002	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$1,000.00	\$1,000.00
Total Price for above Section 01: Solar Items:					\$35,000.00
Section 02: AC					
02001	REGULATORY OR WARNING SIGN ASSEMBLY (AC)	4.00	EACH	\$8,000.00	\$32,000.00
02002	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$1,000.00	\$1,000.00
Total Price for above Section 02: AC Items:					\$33,000.00

Notes:

- Item 01001 includes new ODOT P-4 pedestal pole footing and installation of breakaway base, pedestal pole, battery cabinet, 40W solar panel, AP22 time switch (2) 12V Amber LEDs, S5-1 School Zone When Flashing Sign.
- City of Glenpool to provide construction staking for footing locations. SignalTek will make a recommendation, but we require approval prior to installation. Layout attached.
- Section 02 items include AC power, rather than solar. This includes all coordination with Electrical Utility.
- Lead time is 8 - 10 weeks following notice to proceed.
- All work will be done in accordance with City of Glenpool and ODOT standards.
- All construction traffic control will be done in accordance with MUTCD standards.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: SignalTek Authorized Signature: _____ Estimator: Walter Floyd (405) 524-1341 estimating@tlsokc.com
---	---



SCHOOL ZONE FLASHER SYSTEM

Solar or AC-Powered Flasher Assembly



As kids are making their way to and from school in your community, an RTC School Zone Flasher System can help ensure a safe and efficient way for students and drivers to get to where they need to be. Choose the all new FlashCube™ — our self-contained, energy-efficient, all-in-one flasher solution that is scalable to fit any location and flash time requirement — or the traditional 12" flashing beacon application.



Helping Kids Get To School Since 1987

RTC-Traffic.com | contact our team at Info@RTC-Traffic.com for more information | TOLL-FREE 800.782.8721

RTC Manufacturing, Inc., 1016 Enterprise Place, Arlington, Texas 76001 | ©2018 RTC Manufacturing, Inc. All Rights Reserved.

18034/0618



SCHOOL ZONE FLASHER SYSTEM

Solar or AC-Powered Flasher Assembly

FEATURES

- Solar or AC application
- For solar applications, choose between a standard cabinet or the easy-to-install FlashCube™
- Reliable AP series time switch
- Poly or aluminum heads with 12" LED modules
- 4.5" spun aluminum or powder coated black pole with breakaway base
- 48"H x 24"W school zone sign, 24"H x 18"W cell phone use prohibited sign
- 12-volt gel-cell battery rated as non-spillable, scalable to fit requirement
- Natural or black powder-coated .125" 5052 heavy duty aluminum cabinet
- Signal head and visor colors to meet agency specifications
- Compatible with Worry-Free Flasher System / Guardian™ Monitoring, RTC Connect™, AP22 and M2M
- Speed Limit sign available in traditional or EdgeLight™ options

SPECIFICATIONS

DESCRIPTION	
SOLAR ARRAY	20 to 110-watt as needed, mounts to fit all varieties of pole; guaranteed power output 90% rated wattage for 10 years; 80% for 25 years
SOLAR CABINET	.125" 5052 sheet aluminum cabinet with Number 2 APL lock 16.25"H x 18"W x 12.5"D
AC CABINET	NEMA 3R Type, fabricated of .125" sheet aluminum with standard police lock and key, includes a two-circuit plug-in NEMA flasher and base, 14"H x 14"W x 11"D (optional 7" depth available)
AC LINE ARRESTOR	- Repetitive peak surge current: 15000 Amps - Peak surge voltage (at 10KA): 680 Volts - Energy handling: 220 Joules - Power dissipation rate: 15 Watts Max. - Continuous AC voltage: 150 VAC RMS - Peak voltage (1ma): 212 Volts - Typical capacitance: 4000 Picofarads - Operation temperature: -40 to +85C
POLE	Pelco 4.5"W x 15'H spun aluminum or black powder-coated pole, square break-away base with 12" x 14.5" dia. bolt pattern, plastic door, reinforcing collar and anchor bolts
SIGNS	Engineer-grade sheeting - optional diamond grade (yellow or fluorescent yellow-green) or optional high-intensity prismatic (yellow or fluorescent yellow-green), traditional or EdgeLight™ options
BATTERY	12-volt sealed battery, rated as non-spillable, in 33, 58, and 108 AH
CONTROL PANEL	Interface panel and 10-amp solar regulator with low voltage disconnect (LVD) to protect the battery from over-discharge



Solar sizing engineered to fit your location.



Traditional or EdgeLight™ sign options.



.125" 5052 heavy-duty aluminum cabinet houses gel-cell battery and electronics and meets or exceeds NEMA standards.

COMPONENT MANUFACTURER WARRANTIES

- All RTC components carry our 5-year limited warranty in materials and workmanship. Radios carry a 1-year standard manufacturers warranty and batteries carry a 2-year standard manufacturer's warranty

COMPLIANCE

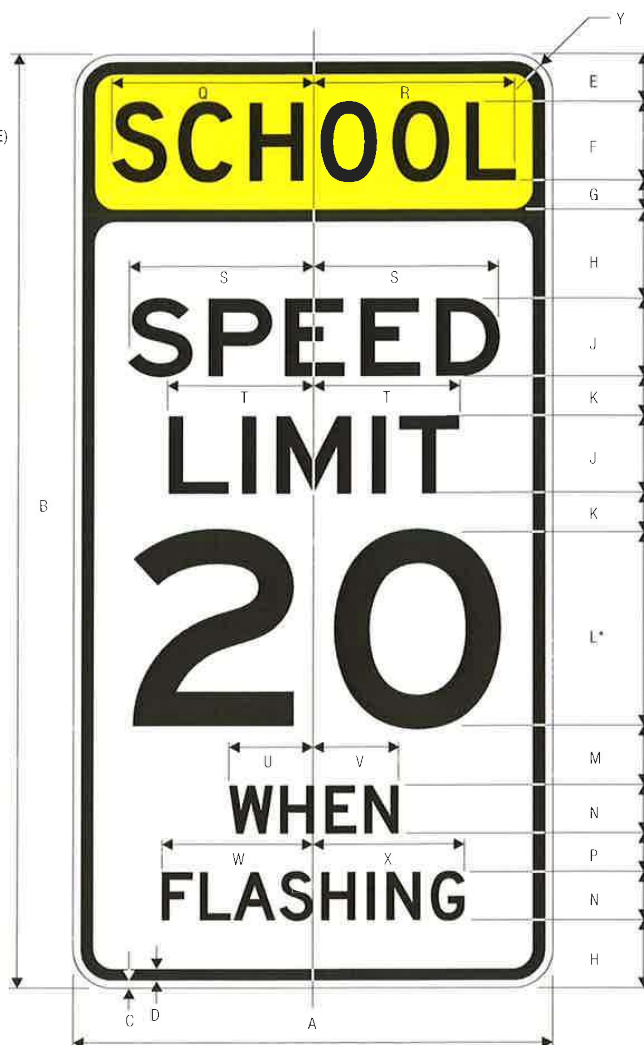
- Time Switch: AP series NEMA certified
- Flasher Circuit Interface: NEMA certified
- Solar Regulator: for use in CII, Div 2, Gp ABCD hazardous locations, operating temperature -40 to +85°C

RTC-Traffic.com | contact our team at Info@RTC-Traffic.com for more information | TOLL-FREE 800.782.8721

RTC Manufacturing, Inc., 1016 Enterprise Place, Arlington, Texas 76001 | ©2018 RTC Manufacturing, Inc. All Rights Reserved.

18034/0619

YELLOW-GREEN FLUORESCENT (RETRO REFLECTIVE)
BACKGROUND OPTIONAL



*Optically space numerals about centerline

S5-1 SCHOOL SPEED LIMIT (WHEN FLASHING) (ENGLISH)

	A	B	C	D	E	F	G	H	J	K	L	M
C	24	48	.375	.625	2.5	4 D	1.5	4	4 E	2	10 E	3
	36	72	.625	.875	3.75	6 D	2.25	6	6 E	4	14 E	4
	48	96	.75	1.25	5	8 D	3	8	8 E	6	16 E	6

	N	P	Q	R	S	T	U	V	W	X	Y
	2.5 D	2	10	10.25	9.563	7.438	5.188	5.125	9.188	9.625	1.5
	4 D	2	15	15.375	14.375	11	6.938	6.813	12.25	12.875	2.25
	5 D	4	20	20.5	19.125	14.625	10.375	10.25	18.5	19.188	3

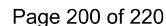
TOP PANEL

BOTTOM PANEL

COLORS: LEGEND — BLACK
BACKGROUND— YELLOW (RETROREFLECTIVE)

COLORS: LEGEND — BLACK
BACKGROUND— WHITE (RETROREFLECTIVE)

5-10







MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF A PROFESSIONAL SERVICES AGREEMENT
AMENDMENT FOR ENGINEERING SERVICES – WARRIOR ROAD
REHABILITATION PROJECT

DATE: APRIL 6, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Contract Amendment pertaining to the existing Professional Services Agreement between the City of Glenpool and Crafton/Tull & Associates, Inc. The attached copy of the Professional Services Agreement in the amount of \$133,500.00 dated August 8, 2018, covers the various tasks involved with project research, design, permitting, and construction regarding improvements proposed for Warrior Road from 151st Street to 146th Street. While the scope of work outlined in this original agreement covers the development of the overall street and drainage improvements associated with the total rehabilitation of warrior Road between 146th Street and 151st Street, it was later decided to split the overall project into three phases. The phased approach to the project allows the overall rehab. to be constructed during summer school vacation breaks over the course of three summers to avoid traffic disruption. The Phase I project was completed last summer and the goal is to complete the balance of the rehab. this coming summer and the final phase during the 2021 summer break.

The attached amendment from Crafton/Tull is in the amount of \$25,000 and covers converting the original construction plans to the three individual phases as indicated on the attached vicinity map. It also covers professional services needed to produce the supporting construction specifications, related bid and contract documents, and certain construction contract management services for the Phase II project slated for this summer. It should be noted that the overall funding for the Warrior Road project is from the Move Glenpool Forward Sales Tax initiative from funds originally earmarked for the rehabilitation of Warrior Road.

Staff Recommendation:

Staff has reviewed the various described additional services as listed and recommends Council approval of the proposed Contract Amendment with Crafton/Tull & Associates, Inc. in a total amount not to exceed \$25,000.00 and to authorize the City Manager to execute same.

Attachments:

- A. Professional Services Agreement Amendment No.1
- B. Original Professional Services Agreement
- C. Project Vicinity Map

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Warrior Road Reconstruction Phase II

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: August 6th 2018
- b. OWNER: The City of Glenpool
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: Warrior Rd Reconstruction

2. Nature of Amendment

- Additional Services to be performed by ENGINEER for **Warrior Road Phase II**
- Modifications to Payment to ENGINEER

3. Description of Modifications

Provide phase II plans, quantity takeoffs, and bid documents. Assist the city with the bidding process that will include participation in the pre-bid meeting, advertising, and selection of a contractor. Provide construction administration as needed through the construction process. Provide Record drawings at the completion.

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 3/10/2020.

OWNER:

ENGINEER:

CRAFTON, TULL & ASSOCIATES, INC.

By: _____

By:  _____
Jerry Kelso, P.E.

Title: _____

Title: Executive Vice President

Date Signed: _____

Date Signed: _____

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

- I. Provide phase II plans, quantity takeoffs, and bid documents. Assist the city with the bidding process that will include participation in the pre-bid meeting, advertising, and selection of a contractor. Provide construction administration as needed through the construction process. Provide Record drawings at the completion.

Modifications to Payment to ENGINEER:

The OWNER shall pay ENGINEER for the Additional Services set forth above an amount equal to the cumulative hours charged to the Project by each class of the ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses charged at cost times a 1.15 multiplier and ENGINEER's consultants charged at cost times a 1.05 multiplier, if any consultants are included. Standard Hourly Rates shall be those shown in the attached Exhibit "B". The compensation for the Additional Services described herein is estimated to be \$25,000. Following is the total estimated distribution of compensation:

Basic Services	<u>\$133,500</u>
Additional Services, Item 1	<u>\$25,000</u>
Additional Services, Item 2	
Total Estimated Compensation	<u>\$158,500</u>



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 6, 2018 ("Effective Date") between

The City of Glenpool ("Owner")

and Crafton, Tull & Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Warrior Rd Reconstruction ("Project").

Description of Engineer's Services: See Exhibit A for Scope of Services

Street Address of Property *: Warrior Rd From 151st to 146th

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to

Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against such funds of the Owner as are allocated to the Project. Engineer understands that Oklahoma law does not provide a lien on publicly-owned real property. A claim for lien against public funds may be enforced by filing in court for an accounting and payment.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide Services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer reasonably and in good faith believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may, in its discretion, set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

B. Venue for any dispute or claim rising under this Agreement shall be Tulsa County District Court, Tulsa, Oklahoma.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession

practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers, provided that such reliance may not result in an increased payment obligation of Owner without Owner's prior consent.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000

or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with Exhibit "A" Scope of Services), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

9.01 Payment (Lump Sum Basis) Preconstruction survey and design services

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 133,500. This amount includes compensation for Engineer's Services. The Lump Sum noted herein accounts for labor, overhead, and profit and shall be invoiced in accordance with paragraph 2.01 upon satisfactory completion of Services.

2.* Reimbursable expenses and additional services in accordance with paragraph 3.01 shall be invoiced over and above the Lump Sum fee in accordance with paragraph 3.01 B. Compensation for reimbursable expenses is estimated to be \$ 1,500.

3.* The Engineer may subcontract with other consultants to complete the services on the Project, subject to prior approval by Owner of any costs so incurred that exceed the Lump Sum amount. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner, in accordance with paragraph 3.01 B, shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

9.02 Payment (Hourly rates Plus Reimbursable Expenses) Bidding and Construction administration

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses times a 1.00 multiplier.

2. Engineers Standard Hourly Rates are attached as Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: THE CITY OF GLENPOOL

By:

Timothy L. Fox

Title:

Mayor

Date Signed:

Aug. 7, 2018

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By:

Jerry Kelso P.E.

Title:

Executive Vice President

Date Signed:

8-3-18

License or Certificate No. and
State

CA 973 OK

Address for giving notices:

12205 S. Yukon Ave

Glenpool, OK 74003

e-mail address: lburrow@cityofglenpool.com

Address for giving notices:

220 E. 8th St.

Tulsa, OK 74119

e-mail address: kyle.sewell@craftontull.com

4 of 4

(Lump Sum)

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.



Exhibit "A"
Scope of Basic Services For:

Project:	Warrior Road Reconstruction Project
Client:	City of Glenpool
Location of Project:	Warrior Rd – 151 st St. to 146 th St.
Discipline:	Civil Engineering
Discipline Manager:	Jerry Kelso
Project Manager:	Kyle Sewell
Proposal Date:	8-2-16
Billing Type:	Lump Sum (Survey/Design), Hourly (Bidding/Construction Admin)
Fee/Estimate:	\$133,500 (Survey/Design) plus hourly for (Bidding/Const. Admin)
Description of the Construction Project:	Survey, design, and construction administration for reconstruction of Warrior Road – 151 st to 146 th from a 2-lane road to a 3-lane road with Curb and Gutter.

The services to be provided by the Engineer:

Survey and Right of Way Phase (\$8,500):

- Existing condition boundary and site survey
- Easement research within and adjacent to Project
- Survey control sheets
- Right of way map

Preliminary Design Phase ("On-site" Only) (\$82,000):

- Prepare easements and exhibits for right of way needs
- Geotechnical study and pavement design
- Traffic study and signal warrant for intersections
- Development plans for City permitting – 50% Plans
- Intersection paving improvements 151st St and 146th St
- Attend City meetings to include school board and council meetings
- Preliminary drainage report
- Preliminary utility coordination
- Preliminary coordination with ODOT
- Preliminary cost estimate

Final Design Phase ("On-site" Only) (\$43,000):

- Attend City meetings
- Construction Drawings to include:
 - Notes, Quantities, and summaries in ODOT pay item format
 - Site Plan



- Demolition plan
- Utility Plan (including coordination with local utility companies for their layouts)
- Road plan and profile sheets
- Erosion control plan
- Sanitary sewer plan and profiles, if required
- Storm sewer profiles
- Stormwater Management Plan
- Waterline plan and profiles, if required
- Signing and striping plans
- Traffic control plans
- Detail sheets
- Cross section sheets
- Final drainage report
- Final cost estimate
- Construction permitting Storm Water Permitting with City and ODOT
- Utility Construction Permitting with City and applicable State Agency

Bidding & Negotiating Phase (Hourly):

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase (Hourly):

- Process Change Orders
- Progress Meetings
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out



Items Provided by Owner:

- Provide available as-built plans and data for public infrastructure within project area
- Phase I Environmental Assessment, if required
- Easement Procurement

Additional Items that can be Provided by CTA under amendment or separate contract

- Traffic signal design plans
- Construction Staking
- Construction Observation
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2018

Category	Hourly Rate	Category	Hourly Rate
CIVIL ENGINEERING		INSPECTION	
ENGINEERING PRINCIPAL	\$ 180	SR. INSPECTOR	\$ 95
SR. ENGINEERING MANAGER	\$ 165	INSPECTOR II	\$ 85
ENGINEERING MANAGER	\$ 140	INSPECTOR I	\$ 55
SR. PROJECT ENGINEER	\$ 115	SURVEYING	
PROJECT ENGINEER	\$ 105	PROFESSIONAL SURVEYOR PRINCIPAL	\$ 180
ENGINEER INTERN II	\$ 90	SR. PROFESSIONAL SURVEYOR	\$ 125
ENGINEER INTERN I	\$ 80	PROFESSIONAL SURVEYOR	\$ 95
SR. ENGINEERING DESIGNER	\$ 125	SURVEY COORDINATOR	\$ 85
ENGINEERING DESIGNER III	\$ 95	SURVEYOR INTERN	\$ 75
ENGINEERING DESIGNER II	\$ 85	SURVEY PARTY CHIEF	\$ 70
ENGINEERING DESIGNER I	\$ 75	SURVEY TECHNICIAN III	\$ 55
ENGINEERING CAD TECHNICIAN III	\$ 70	SURVEY TECHNICIAN II	\$ 40
ENGINEERING CAD TECHNICIAN II	\$ 55	SURVEY TECHNICIAN I	\$ 30
ENGINEERING CAD TECHNICIAN I	\$ 45	GEOGRAPHIC INFORMATION SYSTEMS	
ADMINISTRATIVE		GIS MANAGER	\$ 110
ADMINISTRATIVE PRINCIPAL	\$ 180	GIS ANALYST	\$ 85
ADMINISTRATIVE MANAGER	\$ 120	GIS TECHNICIAN II	\$ 55
ADMINISTRATIVE IV	\$ 80	GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE III	\$ 65	REIMBURSABLE EXPENSES	
ADMINISTRATIVE II	\$ 45	GPS Equipment	\$35/Hour
ADMINISTRATIVE I	\$ 35	Robotic Survey Equipment	\$20/Hour
LANDSCAPE ARCHITECTURE		LiDAR Scanning Equipment	\$35/Hour
SR. LANDSCAPE ARCHITECT	\$ 125	UAV	\$1000/Unit
PROJECT LANDSCAPE ARCHITECT	\$ 90	Job Related Mileage	\$.053/Mile
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80	Per Diem for Out of Town Crews	Per GSA Allowable
LANDSCAPE ARCHITECT INTERN	\$ 55	Airfare and other travel related expenses	At Cost
PLANNING		Black and white 8.5"x11" Copies	\$0.15/sheet
PLANNING MANAGER	\$ 140	Color 8.5"x11" Copies	\$1.50/sheet
SR. PLANNER	\$ 130	Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
PLANNER II	\$ 90	Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
PLANNER I	\$ 75	Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.			



Exhibit "A"
Scope of Basic Services For:

Project:	Warrior Road Reconstruction Project
Client:	City of Glenpool
Location of Project:	Warrior Rd – 151 st St. to 146 th St.
Discipline:	Civil Engineering
Discipline Manager:	Jerry Kelso
Project Manager:	Kyle Sewell
Proposal Date:	8-2-16
Billing Type:	Lump Sump (Design), Hourly (Bidding & Construction Admin)
Fee/Estimate:	\$133,500 plus Bidding & Const. Admin
Description of the Construction Project:	Survey and Engineering for roadway reconstruction

The services to be provided by the Engineer:

Survey and Right of Way Phase (\$8,500):

- Existing condition boundary and site survey
- Easement research within and adjacent to Project
- Survey control sheets
- Right of way map

Preliminary Design Phase ("On-site" Only) (\$82,000):

- Prepare easements and exhibits for right of way needs
- Geotechnical study and pavement design
- Traffic study and signal warrant for intersections
- Development plans for City permitting – 50% Plans
- Intersection paving improvements 151st St and 146th St
- Attend City meetings to include school board and council meetings
- Preliminary drainage report
- Preliminary utility coordination
- Preliminary coordination with ODOT
- Preliminary cost estimate

Final Design Phase ("On-site" Only) (\$43,000):

- Attend City meetings
- Construction Drawings to include:
 - Notes, Quantities, and summaries in ODOT pay item format
 - Site Plan
 - Demolition plan
 - Utility Plan (including coordination with local utility companies for their layouts)



- Road plan and profile sheets
- Erosion control plan
- Sanitary sewer plan and profiles, if required
- Storm sewer profiles
- Stormwater Management Plan
- Waterline plan and profiles, if required
- Signing and striping plans
- Traffic control plans
- Detail sheets
- Cross section sheets
- Final drainage report
- Final cost estimate
- Construction permitting Storm Water Permitting with City and ODOT
- Utility Construction Permitting with City and applicable State Agency

Bidding & Negotiating Phase (Hourly):

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase (Hourly):

- Process Change Orders
- Progress Meetings
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out



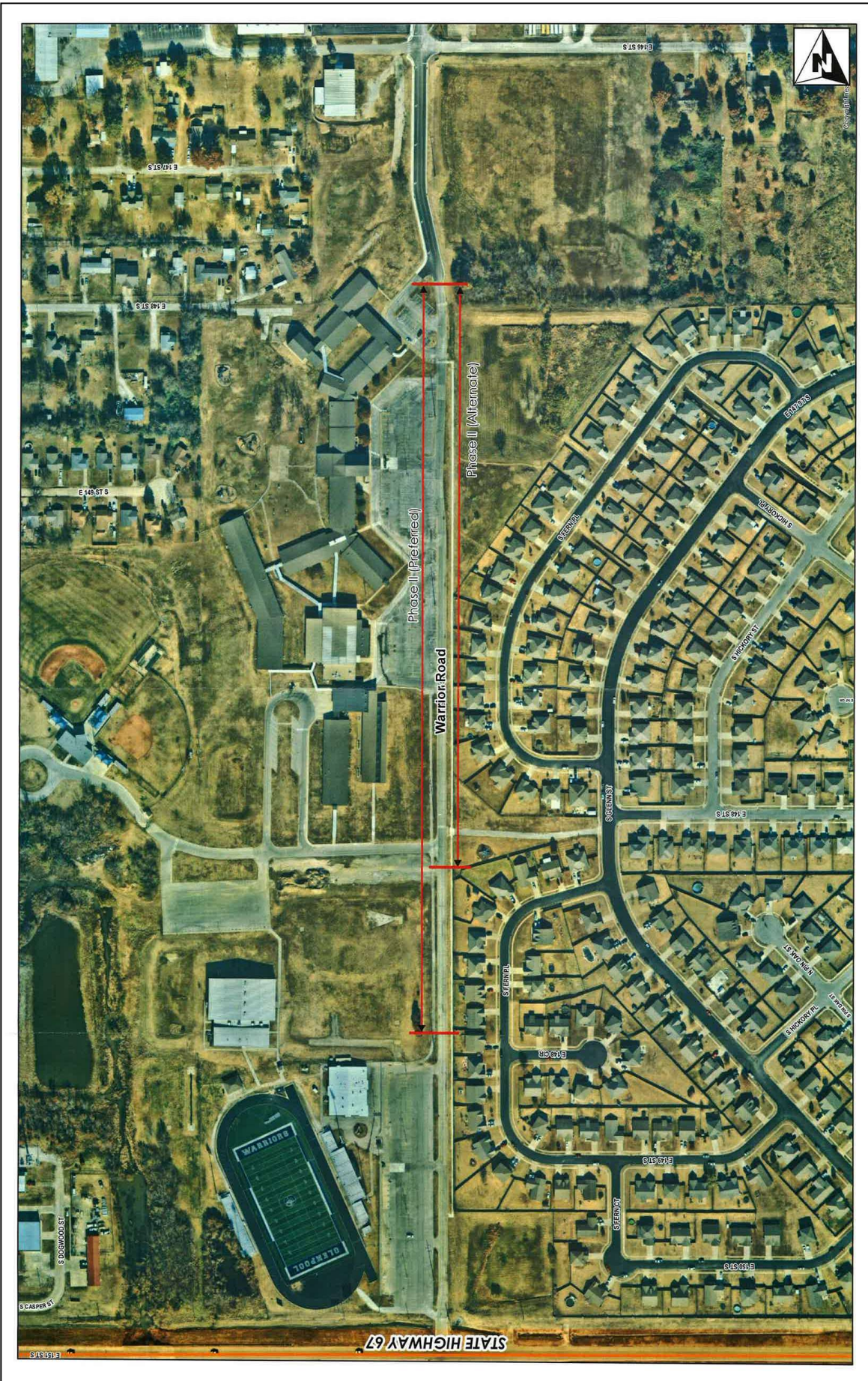
Items Provided by Owner:

- Provide available as-built plans and data for public infrastructure within project area
- Phase I Environmental Assessment, if required
- Easement Procurement

Additional Items that can be Provided by CTA under amendment or separate contract

- Traffic signal design plans
- Construction Staking
- Construction Observation
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



TO: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

FROM: Lowell Peterson, City Attorney

DATE: April 6, 2020

SUBJECT: Renewal of (i) User Agreement with South County Soccer Club for operation of the Glenpool Soccer Complex ("REVEREND URBAN GREEN PLAYING FIELDS") with the exception of the concession facility; and (ii) User Agreement with Lance and Michelle Cole for operation of the concession facility.

Background:

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

A condition for release of the funding for the soccer fields was approval and execution by the City and the County of the previously mentioned lease which was executed on, approved by the Board of County Commissioners ("BOCC") on, November 21, 2016, as County Contract CMF # 239748.

The Lease with the County allows for subleasing by the City for operation of the fields and concession facility subject to approval by the County. The original User Agreement for operation of the fields by South County Soccer Club was executed by the Council and approved by the BOCC both as of February 20, 2018, as CMF # 243799. The original User Agreement for operation of the concession facility by Lance and Michelle Cole was executed by the Council on August 6, 2018, and approved by the BOCC on August 20, 2018, as CMF # 245703.

Both User Agreements require annual renewal by the City Council and renewal of approval by the BOCC. Both User Agreements were approved for renewal for fiscal year 2019-2020 by the City Council on April 1, 2019 and by the BOCC on June 24, 2019.

Staff Recommendation:

Staff recommends that the Council approve the attached resolution for renewal of both referenced User Agreements for fiscal year 2020-2021 and authorize submission to the BOCC for its approval, to be evidenced by separate BOCC Resolution at a later date.

Attachments:

- Resolution No. **2020004** to renew User Agreements for operation of the Rev. Urban Green Playing Fields with the South County Soccer Club; and for operation of the concession facility at the Rev. Urban Green Playing Fields with Lance and Michelle Cole.

RESOLUTION NO. 2020004

**ANNUAL RESOLUTION OF RENEWAL OF USER AGREEMENT BETWEEN CITY OF GLENPOOL AND THE SOUTH COUNTY SOCCER CLUB FOR OPERATION OF THE GLENPOOL SOCCER COMPLEX [LESS THE CONCESSION FACILITY], EXECUTED BY THE CITY COUNCIL AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS AS OF FEBRUARY 20, 2018, AND AMENDED ON JUNE 8, 2018; AND
USER AGREEMENT BETWEEN CITY OF GLENPOOL AND LANCE AND MICHELLE COLE (SOLE PROPRIETORS) FOR OPERATION OF THE GLENPOOL SOCCER COMPLEX [CONCESSION FACILITY ONLY], EXECUTED BY THE CITY COUNCIL AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS AS OF AUGUST 20, 2018**

WHEREAS, the City of Glenpool City Council and the Tulsa County Board of County Commissioners ("BOCC") entered into a certain Lease Agreement executed by the City Council and approved by the BOCC as of November 21, 2016, for lease by the City of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two regulation-size soccer fields and related improvements, including a concession facility (the "Lease"); and

WHEREAS, the Lease allows for subleasing by the City for operation of the playing fields and concession facility subject to approval by the BOCC; and

WHEREAS, the original User Agreement for operation of the fields by South County Soccer Club was executed by the Council and approved by the BOCC, both as of February 20, 2018, as County Contract CMF # 243799; and

WHEREAS, the original User Agreement for operation of the concession facility by Lance and Michelle Cole was executed by the Council on August 6, 2018, and approved by the BOCC on August 20, 2018, as County Contract CMF # 245703; and

WHEREAS, both User Agreements require annual renewal by the City Council and renewal of approval by the BOCC; and

WHEREAS, the User Agreement with South County Soccer Club for operation of the playing fields was approved for renewal, and an amendment to exclude the concession facility was approved, by BOCC Resolution No. 2018008 on June 18, 2018, and was approved for its second renewal as of July 1, 2019; and

WHEREAS, the User Agreement with Lance and Michelle Cold for operation of the concession facility was approved for renewal by BOCC Resolution No. 248242 as of July 1, 2019.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

Section 1. The City Council of the City of Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the original User Agreement with the South County Soccer Club for operation of the Glenpool Soccer Fields ("Rev. Urban Green Playing Fields") dated and approved by the City Council and the Tulsa County Board

of County Commissioners as of February 20, 2018, as amended to exclude operation of the concession facility on June 18, 2018, and establishes that the second "Renewal Term" shall commence on July 1, 2020, and extend through June 30, 2021.

Section 2. The City Council of the City of Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the original User Agreement with Lance and Michelle Cole for operation of the concession facility located adjacent to the Glenpool Soccer Fields ("Rev. Urban Green Playing Fields") dated and approved by the City Council on August 6, 2018, and approved by the Board of County Commissioners on August 20, 2018, and establishes that the second "Renewal Term" shall commence on July 1, 2020, and extend through June 30, 2021.

The foregoing Resolution No. 2020004, for the purpose of renewing those certain User Agreements identified and described herein, is hereby adopted by the City Council of Glenpool on this 6th day of April 2020.

CITY COUNCIL

Timothy Lee Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM AND SUBSTANCE

Lowell Peterson, City Attorney