NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, June 18, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

Page

A) **Call to Order - Timothy Lee Fox, Mayor**

B) **Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**

C) **Invocation –Sean Farver, Kirk Crossing**

D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**

E) **Community Development Report – Lynn Burrow, Community Development Director**

1) Community Development Report 06 18 18 — 5 - 37

F) **Treasurers Report – John Gonsalves, Finance Director**

1) May 2018-5-Treasurers-Report — 38 - 52

G) **City Manager Report – David Tillotson, City Manager**

H) **Mayor Report – Timothy Lee Fox, Mayor**

I) **Council Comments**

J) **Public Comments**

K) **Scheduled Business**

1) Discussion and possible action to approve minutes from June 4, 2018 meeting.
(Susan White, City Clerk)

2) 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, tabled from June 4, 2018 City Council meeting. — 53 - 59
(Rick Malone, City Planner)
Preliminary Plat Action Power Sports

3) 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), tabled from June 4, 2018 City Council meeting. — 60 - 68
(Rick Malone, City Planner)
GZ-268

4) Discussion and possible action to approve the CONDITIONAL FINAL PLAT: — 69 - 86

(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, tabled from June 4, 2018 City Council meeting.
(Rick Malone, City Planner)

Conditional Final Plat Action Powersports

5) Discussion and possible action to authorize the City Manager, in consultation with the City Attorney, to draft a 3 month extension to the existing June 30, 2018, closing date with Glenpool Public Schools for the sale of the property located at 140 W. 141st and to execute said extension on behalf of the City.
(David Tillotson, City Manager)

6) Discussion and possible action to approve the FY 2018-2019 Soccer Field Lease Contract/Agreement Renewal Resolution with Tulsa County Parks Department. 87 - 115
(David Tillotson, City Manager)

FY 18-19 Soccer Field Ls Agmt Renewal.Tulsa Co
Soccer Club User Agreement 022018

7) Discussion and possible action to approve proposal from First Step Pavement Management a cost not to exceed $8,500.00. 116 - 121
(David Tillotson, City Manager)

Staff Report - First Step Pavement Management
First Step Pavement Management (2018.06)

8) Discussion and possible action to approve FY 19 Administrative Operations Agreement between City of Glenpool and Glenpool Area Emergency Medical Service District (GEMS). 122 - 127
(Lowell Peterson, City Attorney)

OPERATIONAL AGREEMENT - FY 2019

9) Discussion and possible action on Resolution No. 2018006 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated As Of December 1, 2010." 128 - 132
(John Govsalves, Finance Director)

2018-2019 2010 BOND RENEWAL

10) Discussion and possible action on Resolution No. 2018007 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011." 133 - 137
(John Gonsalves, Finance Director)

2018-2019 2011 BOND RENEWAL

11) Discussion and possible action to approve FY 2019 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group. 138 - 145
(John Govsalves, Finance Director)

2017-06-19-Renewal of OMAG Property Liability Workers Comp

12) Discussion and possible action to approve Fiscal Year 2017-2018 Budget transfers. 146 - 147
(John Gonsalves, Finance Director)

2017-2018 Transfers

13) Discussion and possible action to approve a proposal from Dunham's Asphalt Services, Inc. for a paving repair project in Kendalwood Addition, at a cost not to exceed $45,522.00, and to authorize the City Manager or his designee to execute the agreement. 148 - 157
(Lynn Burrow, Community Development Director)
Memorandum 6-18 18 Kendalwood Street Repair

14) Discussion and possible action to approve a proposal from Dunham's Asphalt Services, Inc. for a paving preservation project, at a cost not to exceed $45,990.00, and to authorize the City Manager or his designee to execute the agreement. 158 - 168
(Lynn Burrow, Community Development Director)
Memorandum Paving Preservation Project

15) Discussion and possible action to accept the Public Infrastructure Improvements serving South 75 Business Park, Phase II. 169 - 185
(Lynn Burrow, Community Development Director)
Memorandum 06 18 18 Acceptance of Public Infrastructure Improvement

16) Discussion and possible action to enter into a lease agreement with Lance and Michelle Cole for the purpose of concession stand operations at Black Gold Park. 186 - 193
(Lynn Burrow, Community Development Director)
Memorandum Black Gold Park Concession Lease Agreement

17) 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)

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

19) Discussion and possible action to approve collective bargaining agreement with the International Association of Fire Fighters, Local 2990 for the 2018-2019 Fiscal Year. 194 - 219
(David Tillotson, City Manager)
FY 2018-2020 CBA - IAFF - Draft 061118

20) Discussion and possible action to approve collective bargaining agreement with the Fraternal Order of Police, Lodge 133 for the 2018-2019 Fiscal Year. 220 - 299
(David Tillotson, City Manager)
FOP CONTRACT FY18-19 draft 061218

21) 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 the proposed development. 300 - 309
(David Tillotson, City Manager)
Reimbursement Agreement Glentapp C Redline 6-13-18

22) 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 the proposed development. 310 - 319
(David Tillotson, City Manager)
Reimbursement Agreement Glentapp B Redline 6-13-18

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 15, 2018 at 5:00 pm.
Signed: Susan White
City Clerk

City Of Glenpool
Creating Opportunity

Community Development Director's Report

Date: June 18, 2018

To: Glenpool City Council

Mayor and Councilors;

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

On-going Private Development and/or Building Projects

St. Francis Health Center Southwest: 151st Street & Broadway Avenue

- The full Building Permit for the project was issued by the City on February 1st, 2017.
- Site improvement installation is approximately 95% complete.
- Public improvements associated with Broadway Avenue construction are fully complete.
- Improvements regarding existing paving modifications and additions on 151st Street are currently 100% complete.
- Full project completion and building turnover is scheduled for July, 2018

Mark Allen Chevy Dealership: 168th Street & U.S. Highway 75

- Site grading, earthwork, and paving is approximately 100% complete.
- Domestic water and sanitary sewer service construction is fully complete.
- The current project schedule indicates full project completion in July, 2018.

Jiffy Lube & Car Wash: Southwest Crossroads Addition: 122nd Street & Waco Avenue

- Full completion of the auto service portion of the project is scheduled for July 1, 2018.
- Full completion of the carwash portion of the project is scheduled for September 1, 2018.

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

- To-date, there have been building permit applications and permits issued on five (5) individual building structures within the project.
- Building construction currently ranges from foundation installation to structural steel erection.
- Construction of the 141st Street retaining wall is approximately 100% complete.

- The Developer estimates full completion of the first multi-tenant commercial building fronting onto Peoria Ave. in August, 2018
- Full project completion (all building construction) is anticipated by the end of 2018.

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

- The Developer has submitted a project Earth Change Permit limited to the site clearing, grubbing, and disposal process necessary to prepare the site for infrastructure installation.
- At this time, the process of clearing the site is well underway and is anticipated to be complete by June 1st, 2018.
- The Developer has also submitted a general Earth Change Permit application covering all rough area and street right-of-way grading
- It is anticipated that supporting site development improvement construction documents covering paving, storm water management, and public utility services for the project will be submitted for review and permitting during the month of July, 2018.
- The subdivision platting process is also anticipated to start in the month of July
- The Developer has indicated actual infrastructure improvement related construction is anticipated to start in August, 2018.

Glenpool Elementary School: Elwood Avenue & 138th Street

- This project is located at the southeast corner of 138th Street and Elwood Avenue.
- The subdivision platting process for the project has been completed and the final plat has been recorded with Tulsa County.
- The project site improvement and building construction plans have been fully approved and permitted for construction.
- An official groundbreaking for the site and building improvements was held in the first week of March.
- All proposed and approved site improvement construction is well underway at this time.
- The Glenpool School Administration has predicted a full project completion in the second quarter of 2019.

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34 and is generally located on the north side of 141st Street at Iroquois Avenue.
- All Planning related processing and approvals have been completed regarding zoning and preliminary and final subdivision platting, covering the first phase of the project
- All site related improvement plan approvals and permitting for the first phase of the project have been completed.
- Phase I site improvements consisting of clearing, grubbing, and rough area grading is underway currently and is approximately 80% complete.
- The construction of public improvements necessary to serve the addition (water, sanitary sewer, storm sewer, and paving) is underway currently is anticipated to be completed by December, 2018.

- Full completion of the development and the start of actual home construction is anticipated by February, 2018.

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.
- The submittal of the preliminary and conditional final subdivision plat and all required public infrastructure improvement construction plans occurred the first week in June.
- The construction plan review regarding the public improvements is underway currently with full approval and permitting anticipated by July 1st.
- The application for subdivision plat review has been placed on the July Planning Commission meeting agenda.

Current Planning Department and Planning Commission Activities:

SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

GLEN HILLS – BLOCKS 1 THRU 6: (Final Subdivision Plat) K & S Development Inc. This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 28.82 acres. This proposed subdivision covers the development of 86 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 04/27/18 Technical Advisory Committee Review
- 07/9/18 Planning Commission Review
- 07/16/18 City Council Review

ZONING CHANGE

GZ-268. (ACTION MOTORSPORTS) A request to change the zoning classification from CS (Commercial Shopping) and RS-3 (residential Single Family High-Density) to CG (Commercial General) on 21.97 acres south of the southeast corner of 156th Street and US 75 Highway. Glenpool, Oklahoma.

- 05/14/18 Planning Commission Review (vote 4-1 for approval)
- 06/04/18 Tabled to 06/18/18 City Council Review

PRELIMINARY PLAT: (ACTION MOTORSPORTS) Phase I covering 21.97 acres located North of the northeast corner of 161st Street and US 75 Highway into one block and 1 lot.

- 05/14/18 Planning Commission Review (vote 4-1 for approval)
- 06/04/18 Tabled to 06/18/18 City Council Review

CONDITIONAL FINAL PLAT: (ACTION MOTORSPORTS) Phase I covering 6.90 acres located North of the northeast corner of 161st Street and US 75 Highway into one block and 1 lot.

- 05/14/18 Planning Commission Review (vote 4-1 for approval)
- 06/04/18 Tabled to 06/18/18 City Council Review

CONDITIONAL FINAL PLAT: (MONTAPP ADDITION SECTION 2, Replat of Lot 1, Block 2) covering 8.1 acres located at the northeast corner of 126st Street and Vancouver Avenue into one block and two lots

- 06/1/18 Technical Advisory Committee Review
- 07/09/18 Planning Commission Review
- 07/16/18 City Council Review

PRELIMINARY PLAT: BROOKOVER CORNER

- 06/29/18 Technical Advisory Committee Review
- 07/09/18 Planning Commission Review
- 07/16/18 City Council Review

FINAL PLAT: THE PINES

- 06/29/18 Technical Advisory Committee Review
- 07/09/18 Planning Commission Review
- 07/16/18 City Council Review

Code Enforcement Department: April & May, 2018

Typical Issues Addressed by the Code Enforcement Department: Public Nuisance

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

Department Activity for the Month of April & May:

- Year-to-Date complaint calls received and investigated: 178
- Public nuisance cases remaining open thru May: 14
- New Code Enforcement cases processed in April & May:
  1. Calls reporting high grass: 20
  2. Structures damaged by fire: -0-
  3. Notices issued for vehicles illegally parked: 18

4. Nuisance abatements performed by contractors:	2
5. Notices issued for residences without water service:	3
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	122
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	12
10. Dilapidated vacant structures and properties:	-0-
11. Trash can/receptacle placement:	20
12. Misc. cases:	19
Total New Cases Opened in April & May:	191

- Real Estate Special Assessment Determinations: April & May, 2018

1. Special Assessment Letters Issued to Title Companies	47
2. Assessment Letter Fee Collection Notices Issued	50

St. Francis Health System

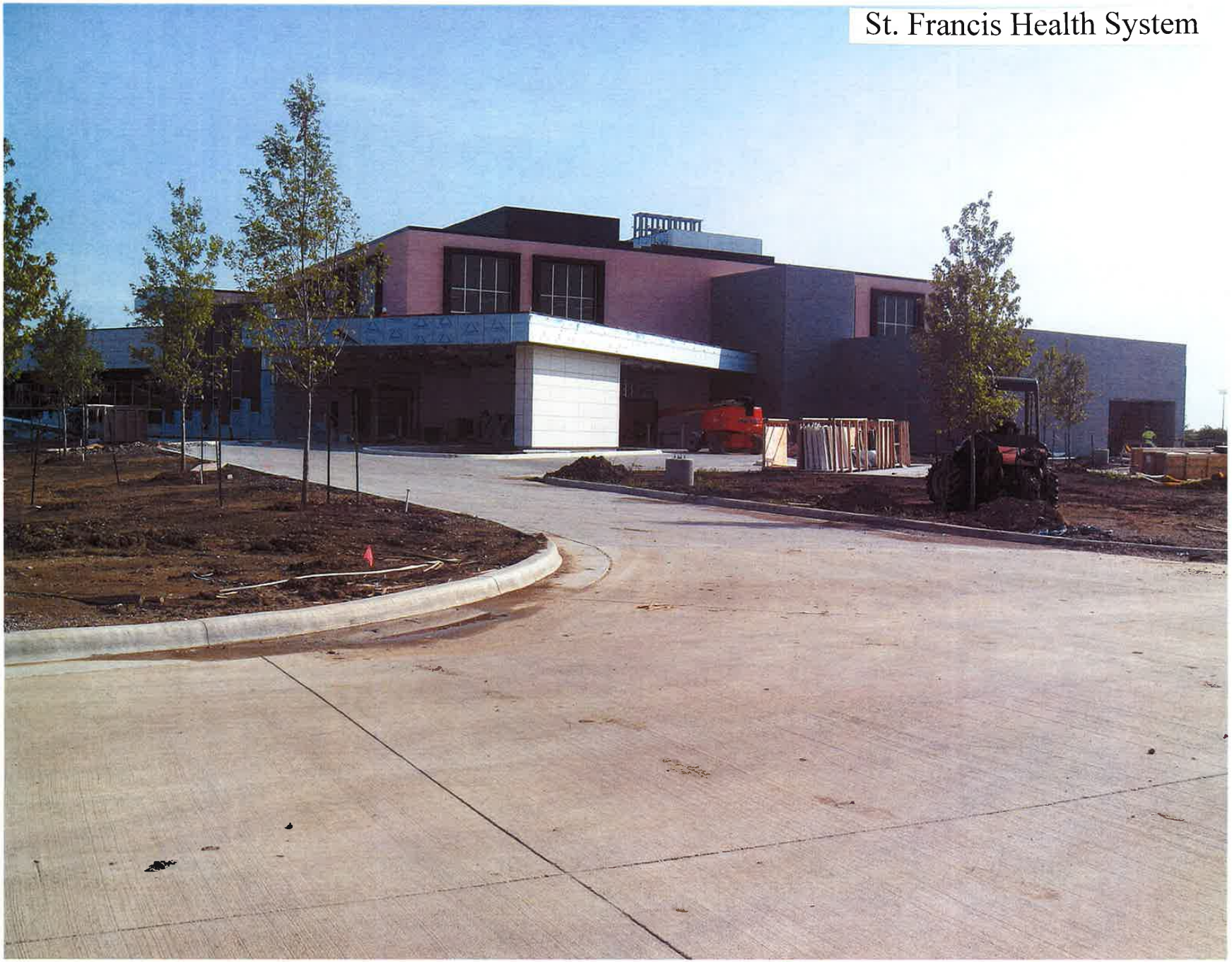
St. Francis Health System

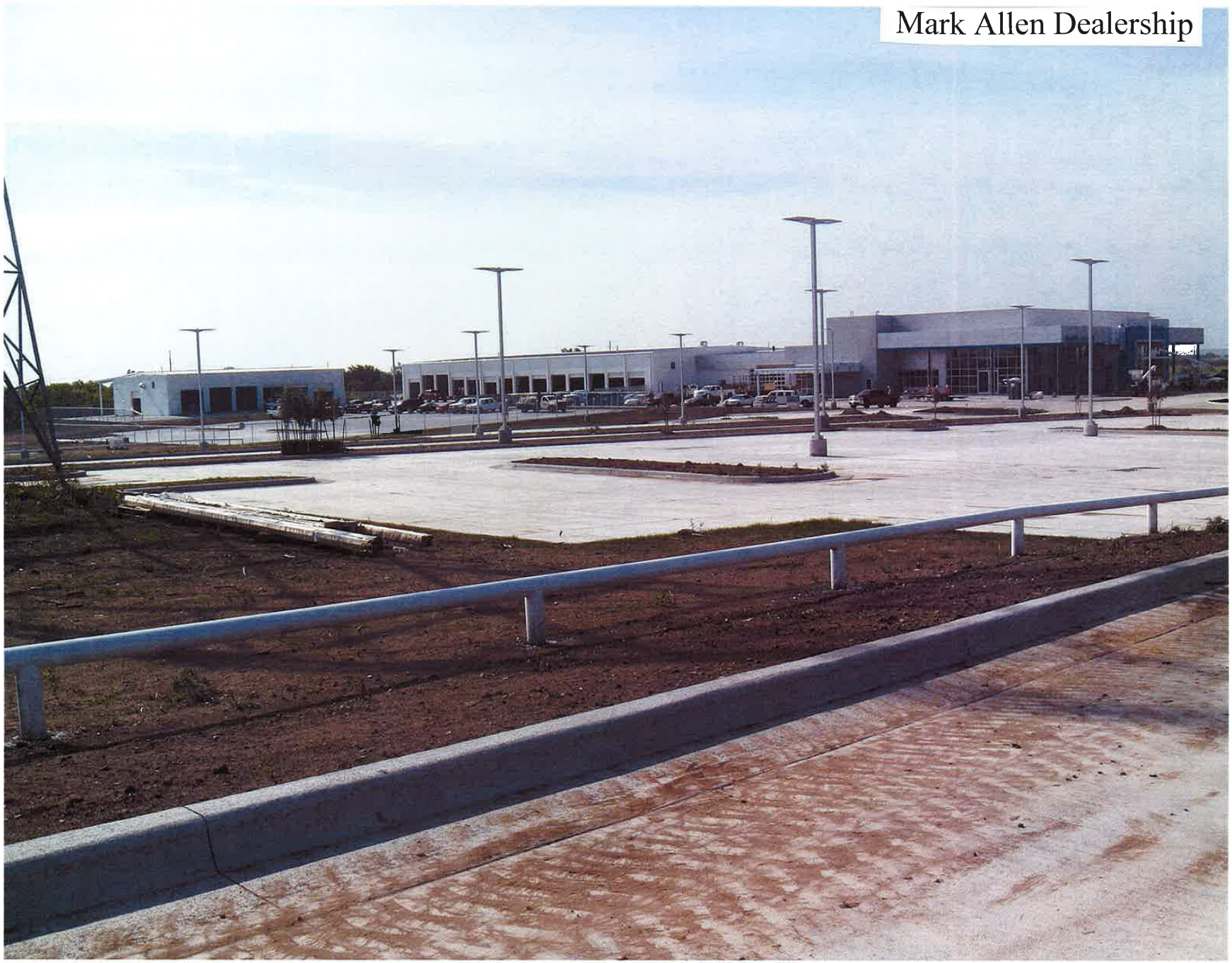
St. Francis Health System

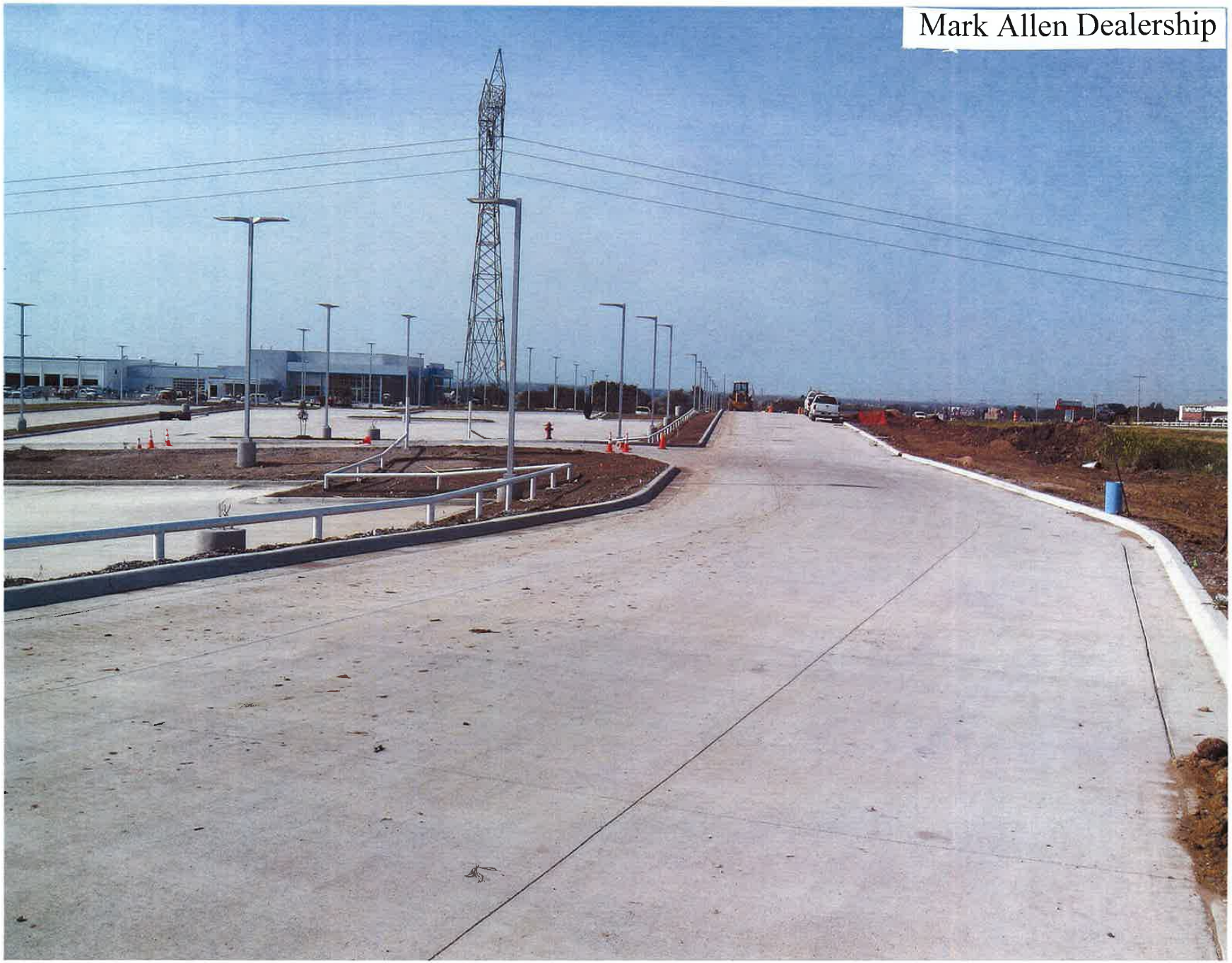
St. Francis Health System

St. Francis Health System

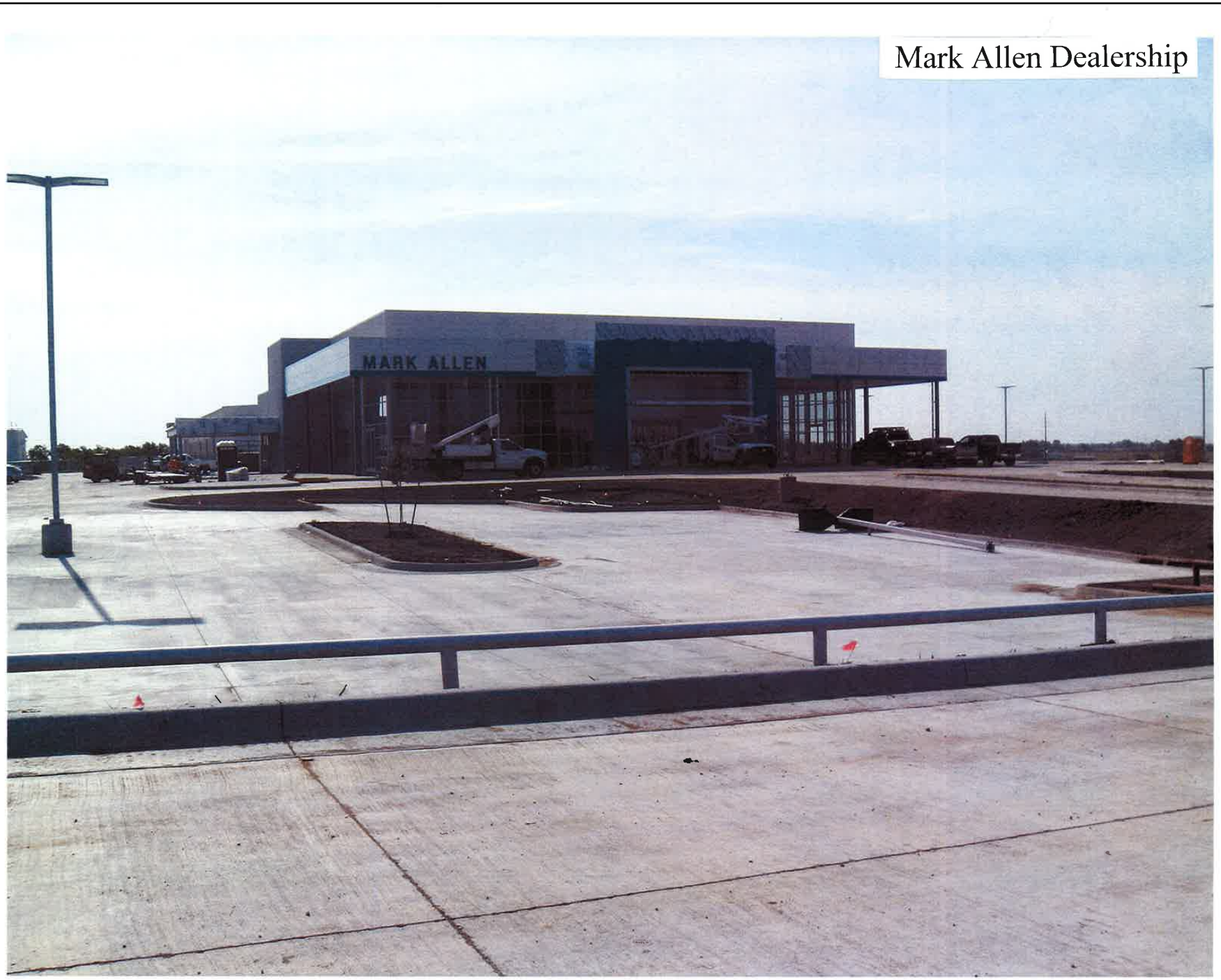
St. Francis Health System


St. Francis Health System


Mark Allen Dealership


Mark Allen Dealership

Mark Allen Dealership
PRE-OWNED


Mark Allen Dealership
MARK ALLEN

Jiffy Lube
Jiffy lube
multicare

Jiffy Lube

Elm Pointe

Elm Pointe

Elm Pointe

Elm Pointe

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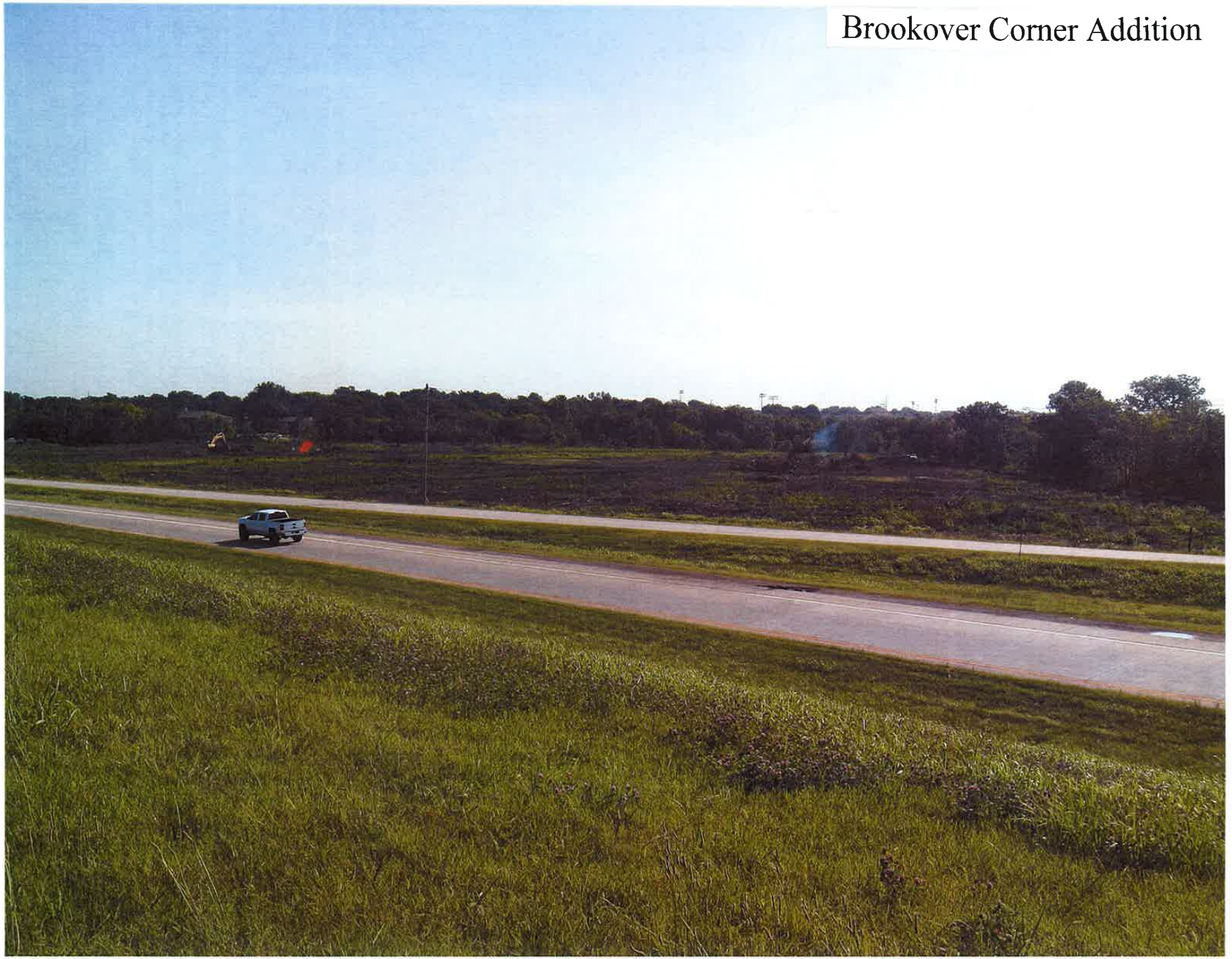
Elm Pointe


Brookover Corner Addition

Glen Hills Addition

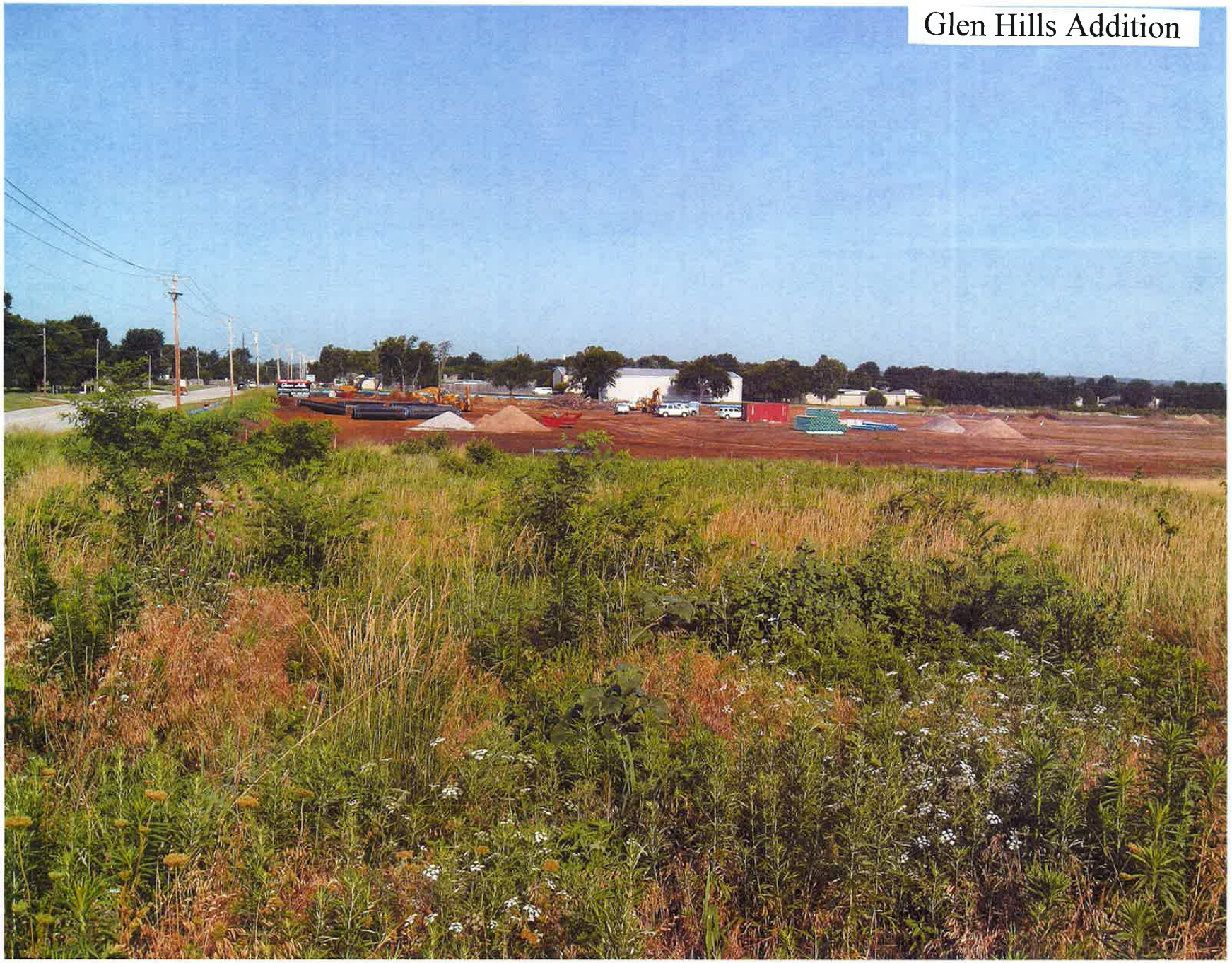
Glen Hills Addition

Glen Hills Addition

Glen Hills Addition
VERDE VISTA

Glen Hills Addition
List
70's
2044
s.com

Glen Hills Addition


Glen Hills Addition

City Of Glenpool

Creating Opportunity

Treasurer's Report
May 31st, 2018

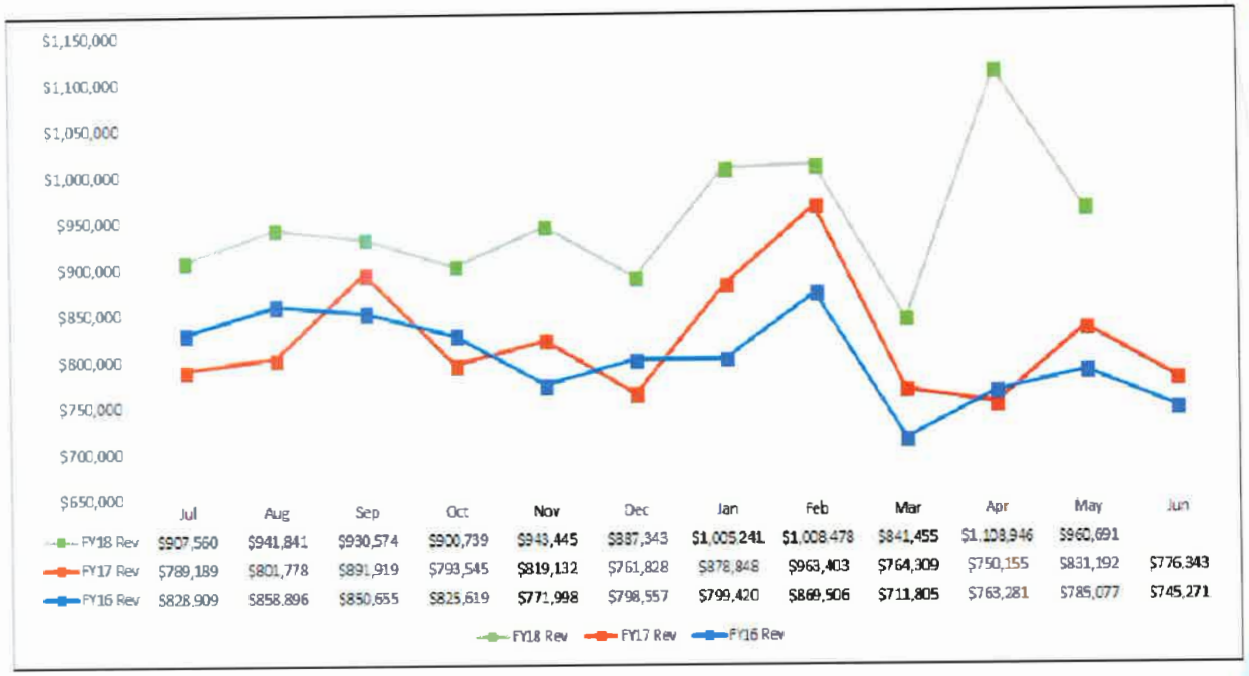
City of Glenpool

Summary of Revenues and Expenditures as of May, 2018
11th month in Fiscal year 2017-2018 or 91.67% completed as of May 31, 2018

	Total Revenues			Total Expenditures		
FUND	FY18 Budget	FY18 Actual YTD	% of Budget	FY18 Budget	FY18 Actual YTD	% of Budget
General Fund	$10,959,503	$10,436,314	95%	$10,959,503	$9,463,684	86%
Hotel-Motel Tax	$400,685	$392,721	98%	$400,685	$68,625	17%
Public Safety Personnel Fund	$946,715	$975,797	103%	$946,715	$723,879	76%
GUSA	$9,398,278	$8,161,351	87%	$9,398,278	$6,064,671	65%
GIA	$493,636	$387,577	79%	$493,636	$355,691	72%
Streets & Infrastructure Capital Fund	$908,502	$618,517	68%	$908,502	$284,994	31%
Public Safety Capital Fund	$1,831,906	$486,643	27%	$1,831,906	$394,796	22%

City of Glenpool

General Fund Revenues as of May 31st, 2018

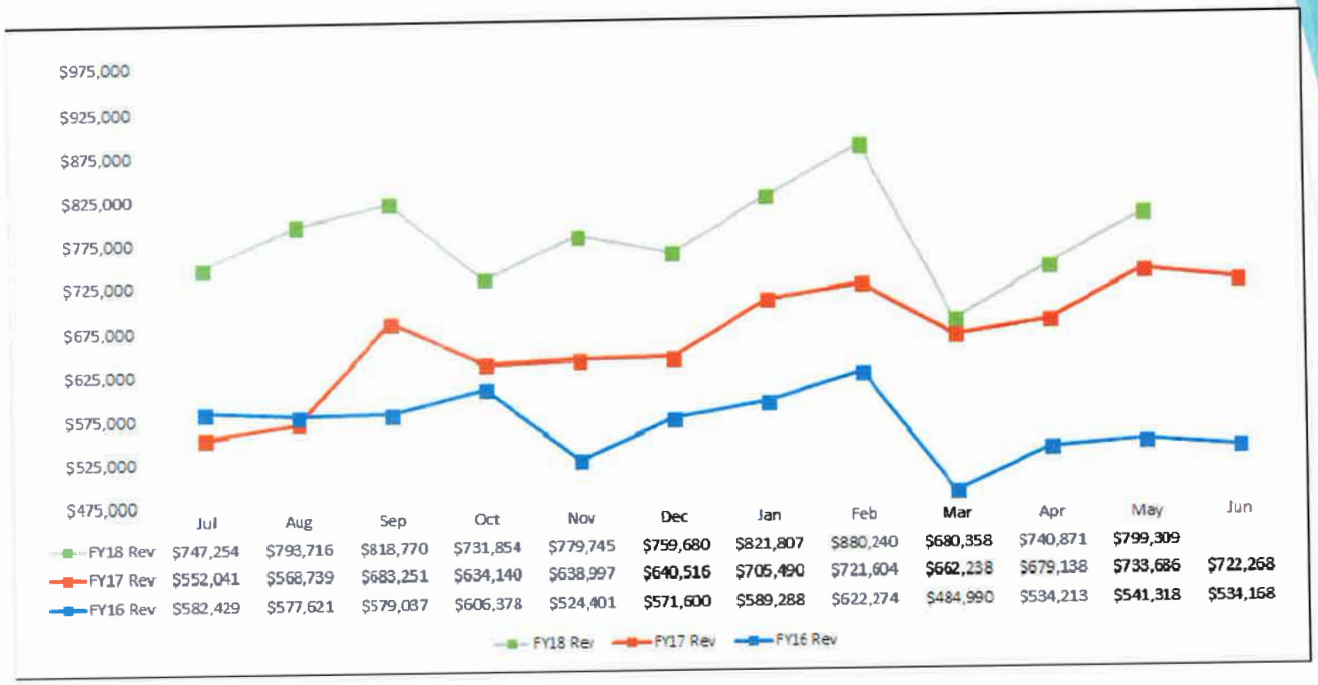


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY18 Rev	$907,560	$941,841	$930,574	$900,739	$943,445	$887,343	$1,005,241	$1,008,478	$841,455	$1,108,946	$960,691	
FY17 Rev	$789,189	$801,778	$891,919	$793,545	$819,132	$761,828	$878,848	$963,403	$764,309	$750,155	$831,192	$776,343
FY16 Rev	$828,909	$858,896	$850,655	$825,619	$771,998	$798,557	$799,420	$869,506	$711,805	$763,281	$785,077	$745,271

15.4% INCREASE COMPARED TO PREVIOUS YTD

City of Glenpool

Sales Tax Revenues – All Funds as of May 31st, 2018



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY18 Rev	$747,254	$793,716	$818,770	$731,854	$779,745	$759,680	$821,807	$880,240	$680,358	$740,871	$799,309	
FY17 Rev	$552,041	$568,739	$683,251	$634,140	$638,997	$640,516	$705,490	$721,604	$662,238	$679,138	$733,686	$722,268
FY16 Rev	$582,429	$577,621	$579,087	$606,378	$524,401	$571,600	$589,288	$622,274	$484,990	$534,213	$541,318	$534,168

18.5% INCREASE COMPARED TO PREVIOUS YTD

- 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

City of Glenpool

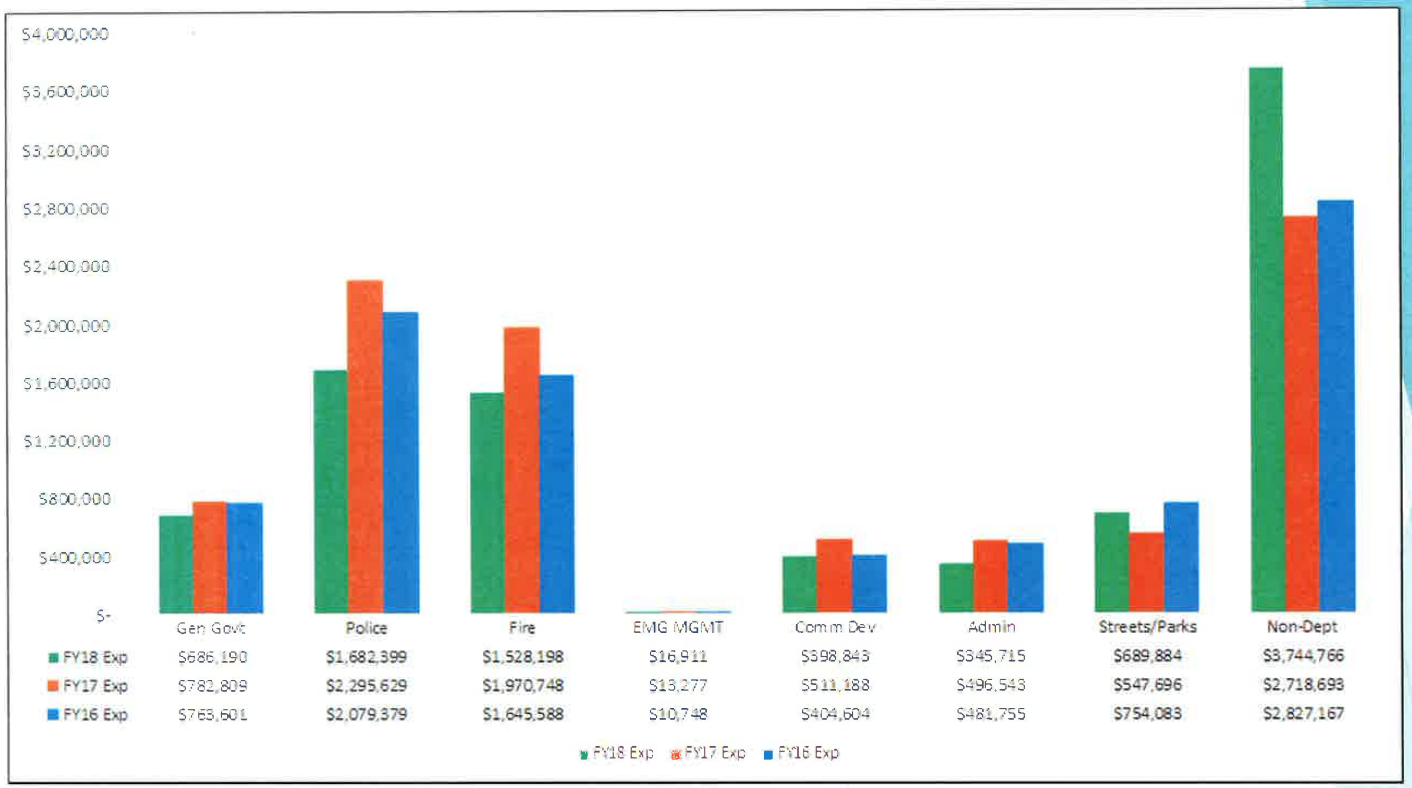
Sales Tax Revenues – General Fund as of May 31, 2018

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY18 Rev	$586,071	$622,511	$642,161	$573,993	$611,554	$595,817	$644,543	$690,372	$533,604	$581,065	$626,898	
FY17 Rev	$552,041	$537,682	$600,646	$557,472	$561,743	$563,077	$620,196	$607,974	$519,393	$532,648	$575,430	$566,475
FY16 Rev	$582,429	$577,621	$579,087	$606,378	$524,401	$571,600	$589,288	$622,274	$484,990	$534,213	$541,318	$534,168

7.7% INCREASE COMPARED
TO PREVIOUS YTD

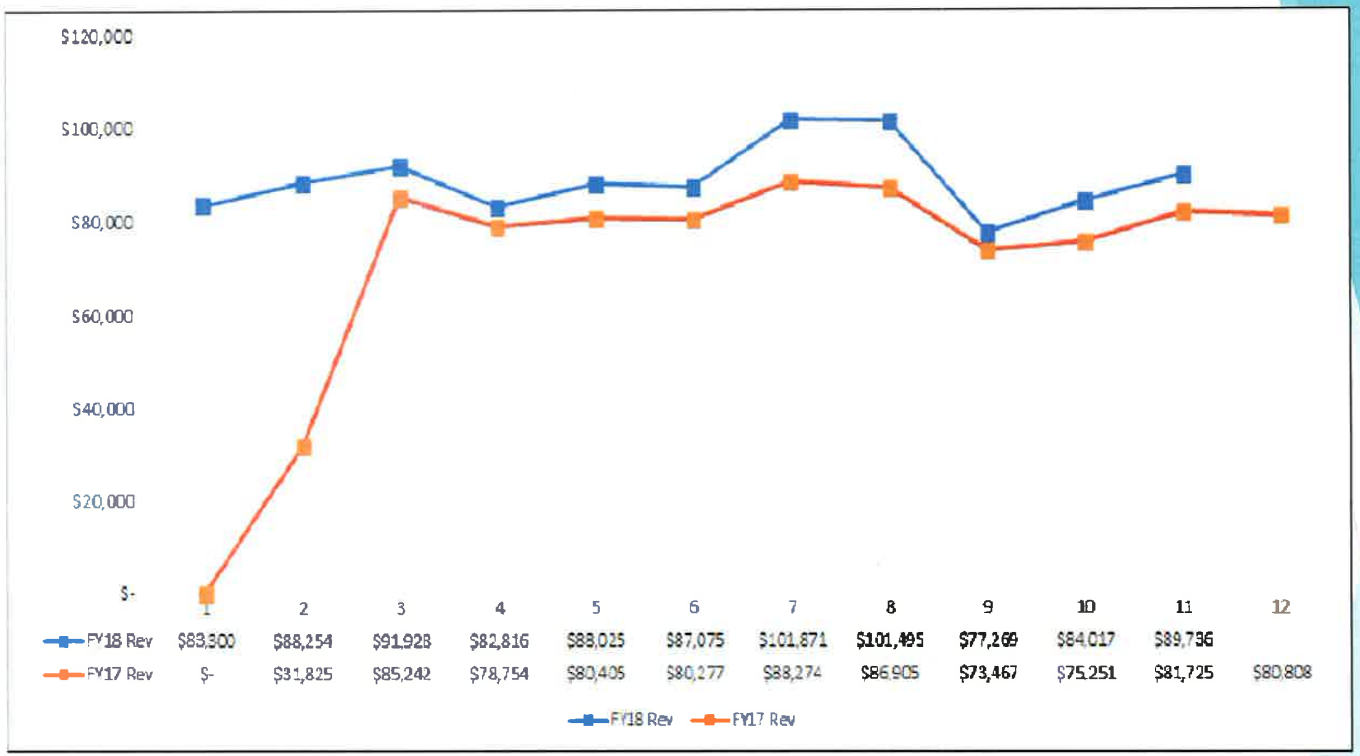
City of Glenpool

General Fund Expenditures as of May 31st, 2018



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

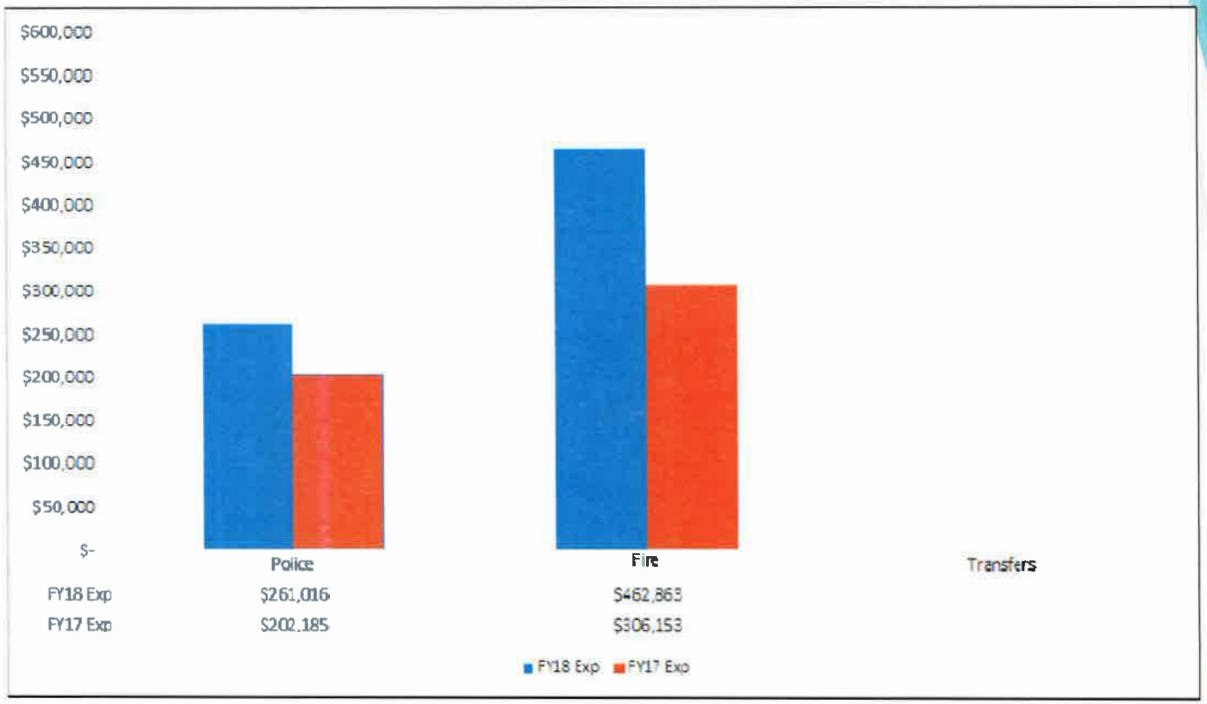
Public Safety Personnel Fund
Revenues as of May 31st, 2018



- 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August, 2016)

Public Safety Personnel Fund

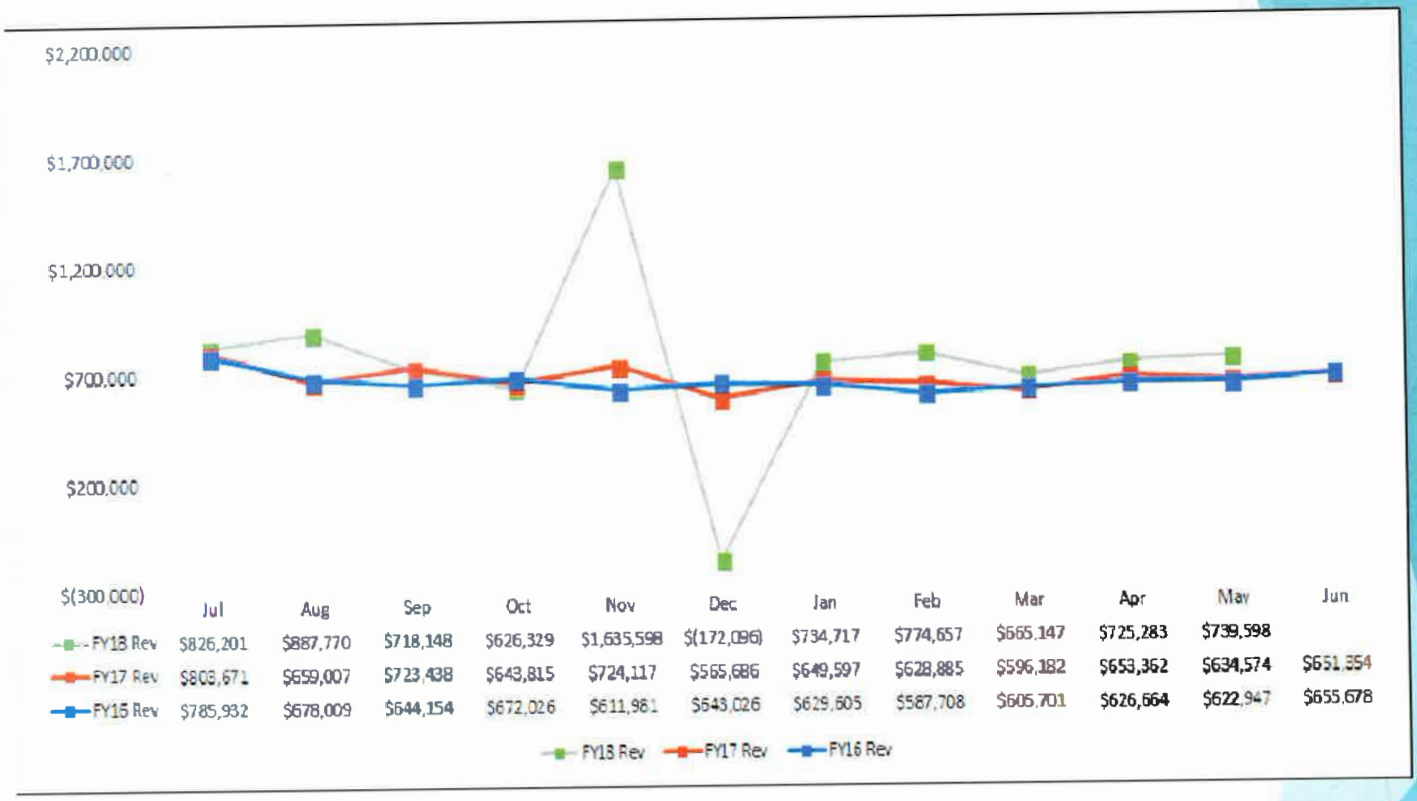
Expenditures as of May 31st, 2018



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

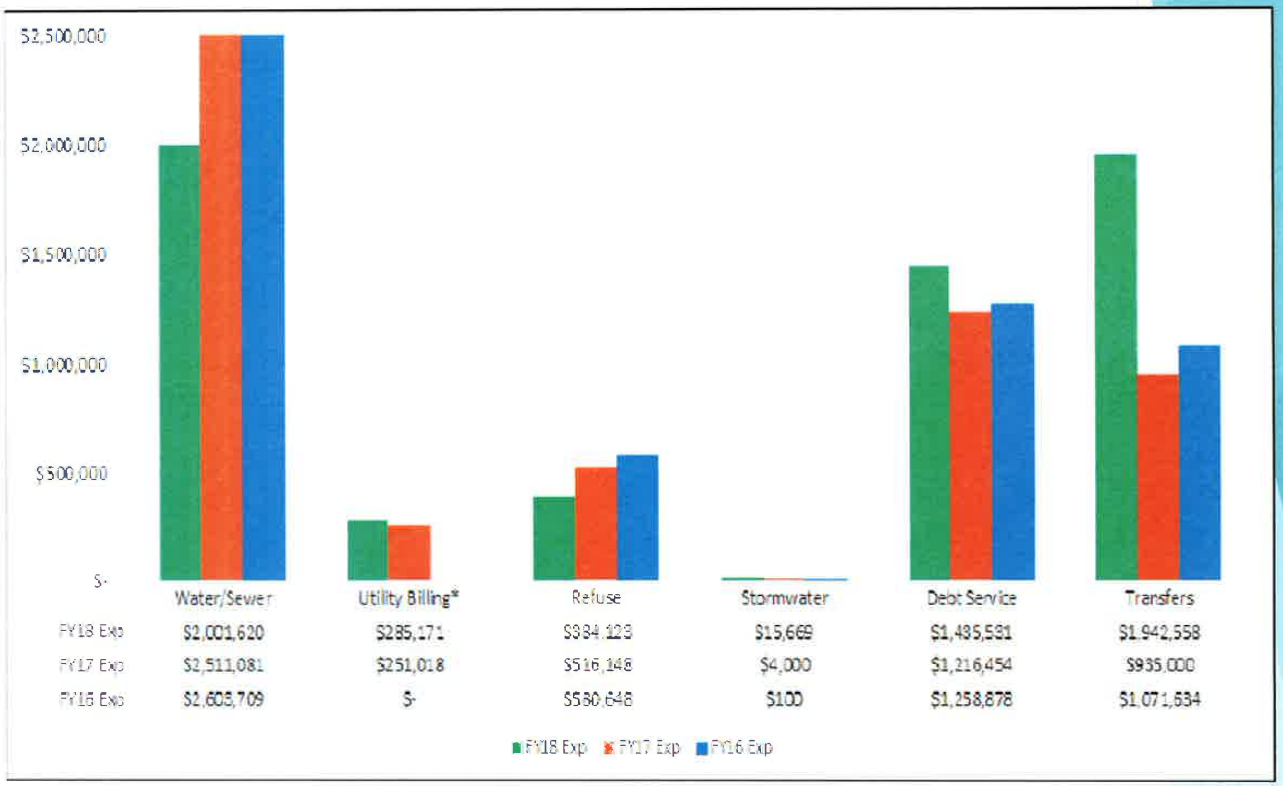
Glenpool Utility Services Authority

Revenues as of May 31st, 2018



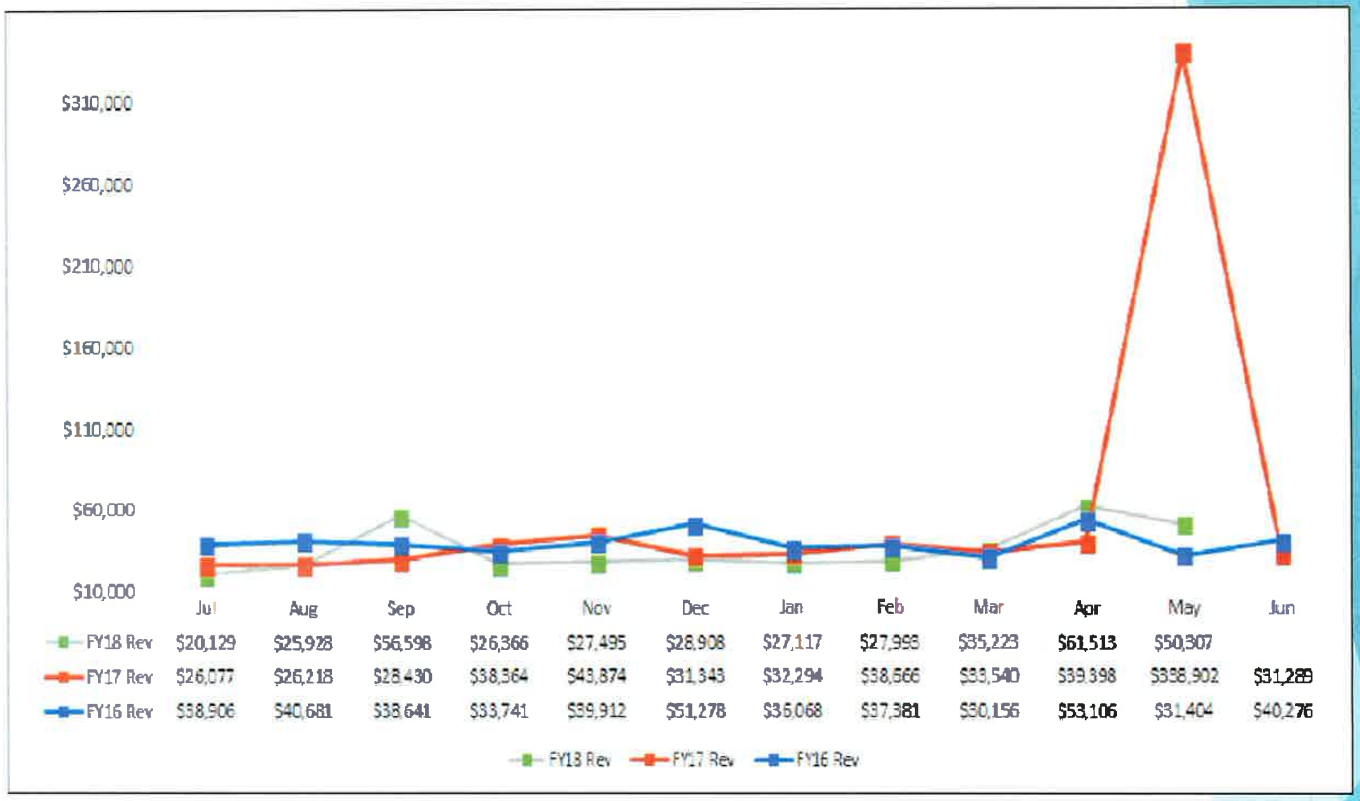
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY18 Rev	$826,201	$887,770	$718,148	$626,329	$1,635,598	$(172,096)	$734,717	$774,657	$665,147	$725,283	$739,598	
FY17 Rev	$803,671	$659,007	$723,438	$643,815	$724,117	$565,686	$649,597	$628,885	$596,182	$653,362	$634,574	$651,354
FY16 Rev	$785,932	$678,009	$644,154	$672,026	$611,981	$643,026	$629,605	$587,708	$605,701	$626,664	$622,947	$655,678

Glenpool Utility Services Authority
Expenses as of May 31st, 2018



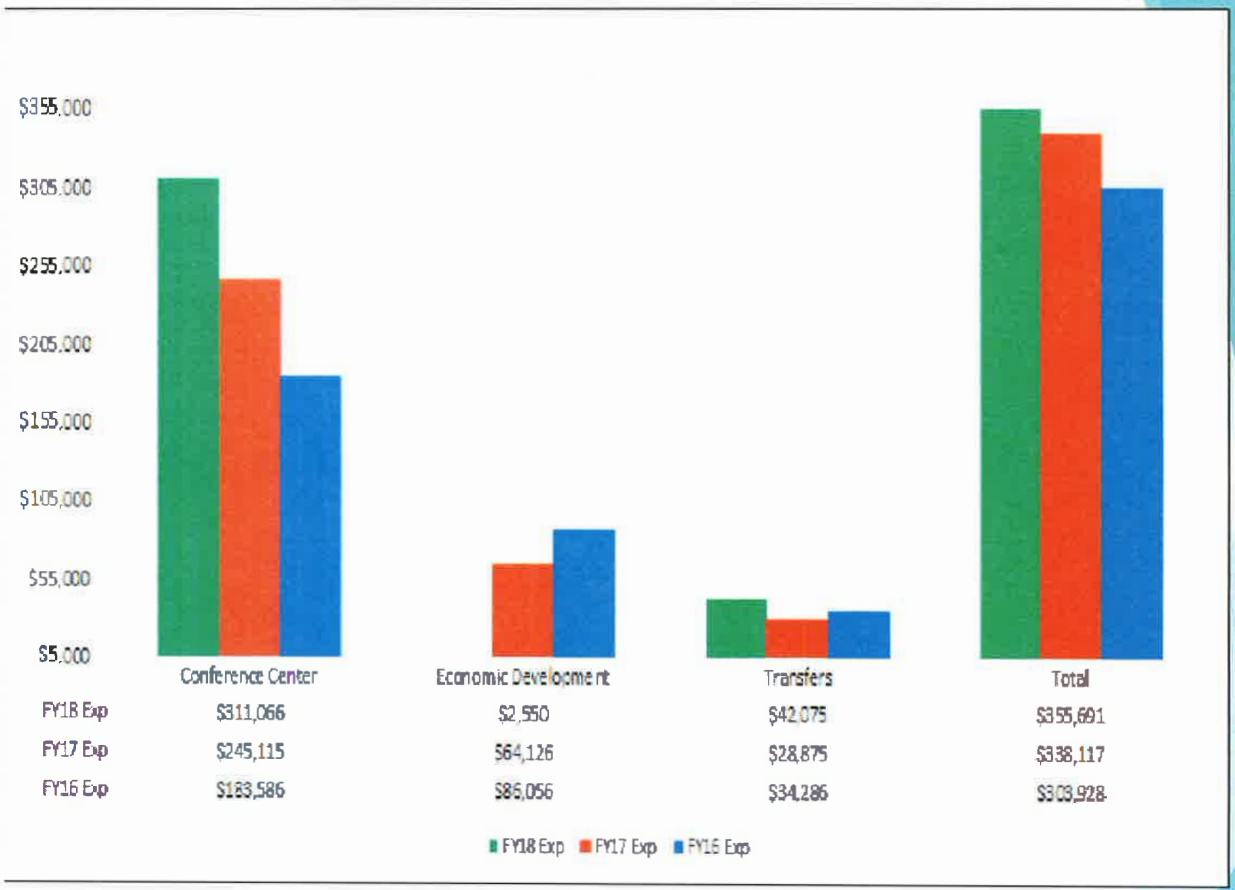
- Utility Billing was reported with Water/Sewer in FY16

Glenpool Industrial Authority
Revenues as of May 31st, 2018



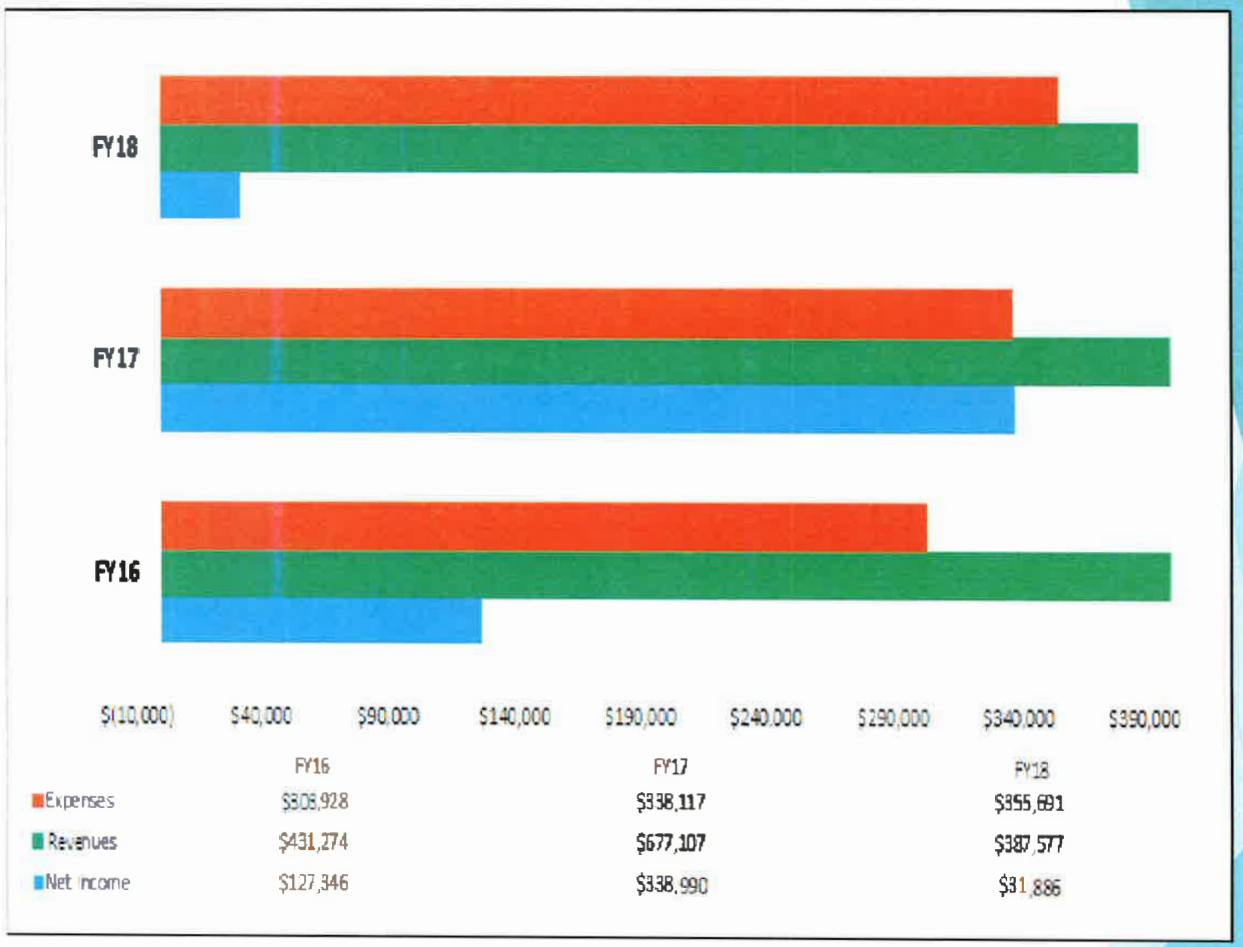
- May FY17 includes $338,902 in development reimbursements from St. Francis

Glenpool Industrial Authority
Expenses as of May 31st, 2018



Glenpool Industrial Authority

Net Income as of May 31st, 2018



	FY16	FY17	FY18
Expenses	$308,928	$338,117	$355,691
Revenues	$431,274	$677,107	$387,577
Net Income	$127,346	$338,990	$31,886

City of Glenpool
Move Glenpool Forward

Fiscal Quarter Ended
June 30, 2018

50

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%) 50						
Signalization & Infrastructure 151st St.	IP	$ 2,000,000	$ -	$ 2,000,000	$ 750,000	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	NS	30,000	-	30,000	-	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	108,000	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-	
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-	
Kendalwood Park Rehab	NS	200,000	-	200,000	-	
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	IP	750,000	-	750,000	-	
		$ 11,672,837	$ 27,284	$ 11,700,121	$ 1,735,284	

City of Glenpool
Move Glenpool Forward

Fiscal Quarter Ended
June 30, 2018

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	239,258	
PD Mobile Computer System	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967	
Firefighter Air packs	C	250,000	-	250,000	250,000	
		$ 10,548,000	$ 35,079	$ 10,583,079	$ 2,563,304	
Total Props 1 and 2		$ 22,220,837	$ 62,363	$ 22,283,200	$ 4,298,588	
Proposition 3 (0.55%) 52						
Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	C					
NS= Project not yet started, IP= Project in progress, C= Project is complete						

STAFF REPORT

PRELIMINARY PLAT - ACTION POWER SPORTS

TO: Honorable Mayor and City Council

FROM: Rick Malone, City Planner

DATE: June 4, 2018

RE: Preliminary Plat: (Action Power Sports), Covering 21.97 Acres located north of the northeast corner of 161 Street and US Highway 75

INTRODUCTION

This application consists of a request to approve the Preliminary Plat for 21.97 acres to be utilized for infrastructure plans in support of Action Power Sports.

ZONING:

Zoning is currently RS-3 and CS. Contingent upon approval of zone change GZ-268 to CG, staff recommends approval of the subject plats. All property rezoned is required to be platted before a building permit can be issued.

TAC REVIEW 04/27/2018

- Zoning Request pending: CG GZ-268
- 12-6-2 (L) Streets: To be addressed by city and be on face of plat before filed of record.
- MASTER DRAINAGE PLAN REQUIRED.
- Public Improvements Status:
- Performance Bonds/Maintenance, Letter of Credit
- 12-6-12 Oil and Natural Extraction
  Need certificate of non-development from Oklahoma State Corporation Commission.
- 12-6-13 SEWAGE DISPOSAL AND PUBLIC WATER
  SUPPLY Need ODEQ approval for both water and sewer.
- 12-7-6 Record Drawings Required.
- 12-7-7 Acceptance or Forfeiture of Improvements.
  Improvements must be approved by City Council be plat filed of record.
- 12-7-8 Maintenance Bond or Irrevocable Letter of Credit

STAFF RECOMMENDATION:

Staff recommends approval of the PRELIMINARY PLAT OF "ACTION POWER SPORTS" subject to findings and conditions of TAC review.

5/14/18-PLANNING COMMISSION:

After discussion of street access, drainage and landscape buffers, the Planning Commission voted 5-0 to recommend approval to the City Council the PRELIMINARY PLAT OF “ACTION POWER SPORTS” subject to TAC and staff requirements

STAFF EXHIBITS

1. Case Map
2. Preliminary Subdivision Plat

Mailed 5-4-18 G.S

City Of Glenpool
Creating Opportunity

LEGAL NOTICE

NOTICE OF A HEARING BEFORE THE PLANNING COMMISSION OF THE CITY OF GLENPOOL, OKLAHOMA

ACTION POWERSPORTS PRELIMINARY/FINAL PLAT

Notice is hereby given that a public hearing will be held before the Glenpool Planning Commission in Glenpool City Hall located at 12205 South Yukon Ave, Glenpool, Oklahoma at 6:30 p.m. on Monday the 14th day of May, 2018.

At which time and place consideration will be given to the proposed ***PRELIMINARY/FINAL PLAT OF "ACTION POWERSPORTS"*** on property located north of the northeast corner of 161th Street and US 75 Hwy, being more particularly described as follows:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 OF THE SW/4; THENCE N 89°52'12" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 46.75 FEET TO A POINT ON THE US HIGHWAY 75 RIGHT OF WAY THENCE S 00°01'08" W ALONG SAID RIGHT OF WAY A DISTANCE OF 663.58 TO THE POINT OF BEGINNING:

THENCE S 00°01'08" W AND CONTINUING ALONG THE STATE RIGHT OF WAY A DISTANCE OF 1051.77) FEET; THENCE N 89°52'03" E A DISTANCE OF 1322.26 FEET; THENCE N 0°00'10" W A DISTANCE OF 392.27 FEET; THENCE N 89°52'08" W A DISTANCE OF 136.43) FEET; THENCE N 0°02'24" W A DISTANCE OF 190.41 FEET; THENCE S 89°52'28" W A DISTANCE OF 275.34 FEET; THENCE N 0°07'32" W A DISTANCE OF 105.00 FEET; THENCE S89°52'28"W A DISTANCE OF 518.39 FEET; THENCE N 0°0'10" E A DISTANCE OF 30.00 FEET; THENCE S 89°52'28" W A DISTANCE OF 115.12 FEET; THENCE N 0°02'27" W A DISTANCE OF 336.93 FEET; THENCE S89°53'06"W A DISTANCE OF 40.01 FEET; THENCE N0°0'12"E A DISTANCE OF 50.00 FEET; THENCE S89°52'27"W A DISTANCE OF 38.26 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET A DISTANCE OF 21.03 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 154.32 FEET; THENCE N 89°59'50" W A DISTANCE OF 103.02 FEET; TO THE POINT OF BEGINNING. CONTAINING 21.97 ACRES MORE OR LESS

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

The "***ACTION POWERSPORTS PRELIMINARY PLAT*** covers 21.97 acres and ***ACTION POWERSPORTS PHASE I FINAL PLAT*** contains 6.90 acres.. Mr. Rick Kosman is requesting this review by the Planning Commission.

All persons interested in this request are invited to attend. After the Planning Commission acts on this application, the Planning Commission will submit its recommendations to the Glenpool City Council for its consideration and action as approved by law.

Dated at Glenpool, Oklahoma, this 4th day of May, 2018.

City Of Glenpool
Creating Opportunity

12205 S Yukon Ave • Glenpool, OK 74033 • P: (918) 322-5409 • F: (918) 322-5432

APPLICATION FOR APPROVAL OF SUBDIVISION

200.00
60.00
260.00

☒ **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.

250.00
60.00
310.00

☒ **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: ACTION POWERSPORTS

SECTION: 23 TWP: 17N RANGE: 12E LEGAL DESCRIPTION: SEE ATTACHED

DEVELOPER'S NAME: ACTION POWERSPORTS, INC. TREVAN MORROW

DEVELOPER'S ADDRESS: 7465 E. ADMIRAL PL. PHONE: 918-607-7379

ENGINEER'S NAME: RK & ASSOCIATES PLC PHONE: 918-277-4784.

Acreage Of Area Being Platted: 5Ac. (PHASE I) Number Of Lots: 1 Average Lot Size: 5Ac.

Present Use Of Tract: VACANT Proposed Use Of Tract: COMMERCIAL

Present Zoning: CS / RS3 Proposed Zoning: CG

Is Plat Part Of A PUD? No. (Pud Number) Zoning Case File/Number: GZ

Glenpool City Limits: ☒ INSIDE ☐ OUTSIDE ☐ PARTIALLY INSIDE

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

Street Resurfacing Proposed: Portland Cement/Concrete Asphaltic Concrete

Signature Of Developer/Agent: RICHARD KAUFMAN Date: 4/6/18.

FOR STAFF USE ONLY

(DATE) (RCPT#)

Preliminary Application Received: _____

Preliminary Fee Received: _____

Preliminary Approval: _____

Final Application Received: _____

Final Approval: _____ Plat Release Date: _____

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 _____.

_____ 4-6-18

Applicant's Signature **Date**

Glenpool Planning Commission Case Number: GZ-268

- **Technical Advisory Committee (TAC) Meeting Date:** Plats: 4/27/18

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

- **Glenpool Planning Commission: Date:** GZ-268 /Plats: 5/14/18

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

- **Glenpool City Council: Date:** GZ-268/Plats 5/21/18

  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

PRELIMINARY PLAT

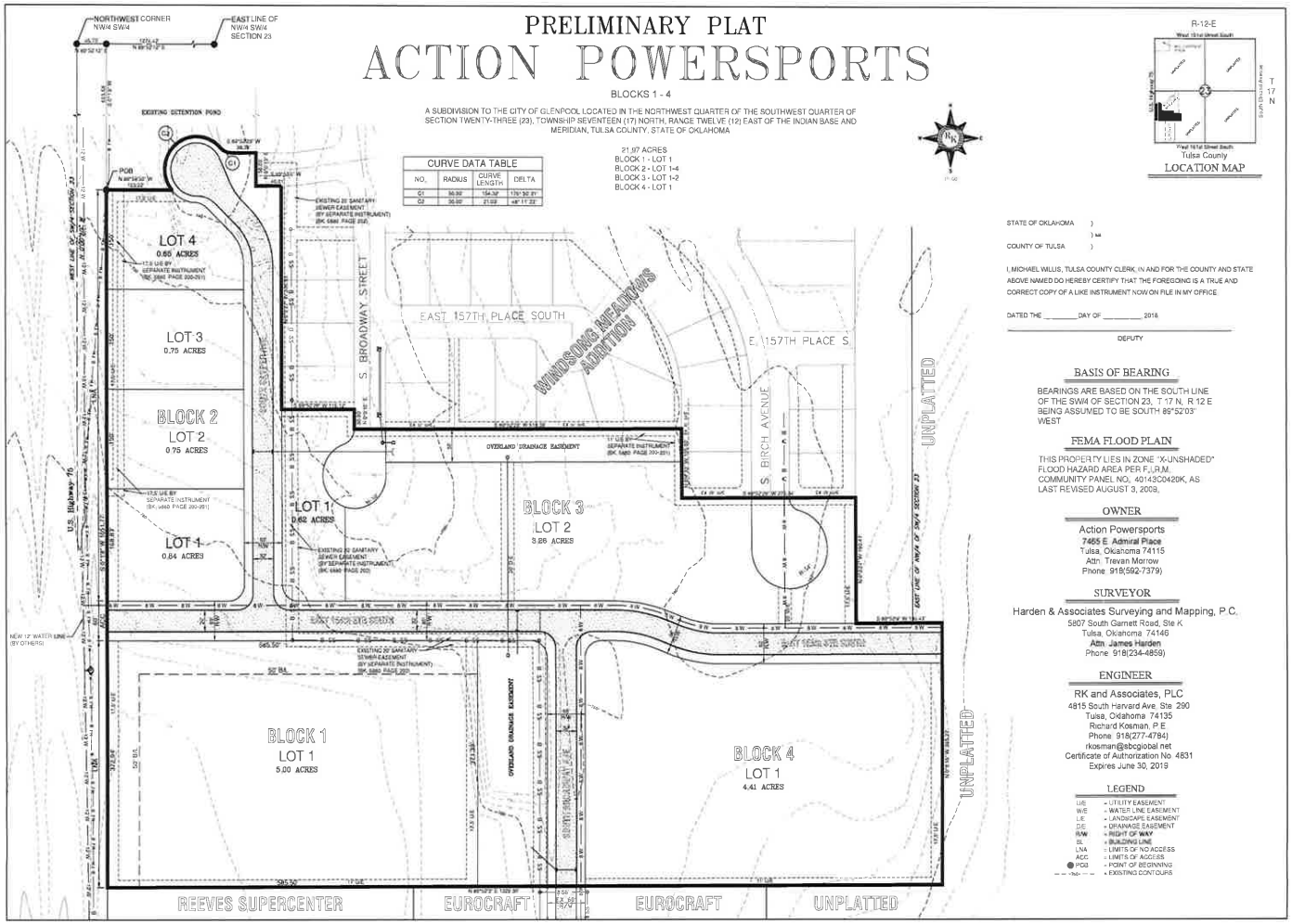
ACTION POWERSPORTS

BLOCKS 1 - 4

A SUBDIVISION TO THE CITY OF GLENPOOL LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

21.97 ACRES
BLOCK 1 - LOT 1
BLOCK 2 - LOT 1-4
BLOCK 3 - LOT 1-2
BLOCK 4 - LOT 1

CURVE DATA TABLE			
NO.	RADIUS	CURVE LENGTH	DELTA
C1	50.00'	154.30'	176°30' 21"
C2	50.00'	21.09'	48° 11' 23"



STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

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

DATED THE _____ DAY OF _____ 2018

_____
DEPUTY

BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW/4 OF SECTION 23, T 17 N, R 12 E BEING ASSUMED TO BE SOUTH 89°52'03" WEST

FEMA FLOOD PLAIN

THIS PROPERTY LIES IN ZONE "X-UNSHADED" FLOOD HAZARD AREA PER F.I.R.M. COMMUNITY PANEL NO. 40143C0420K, AS LAST REVISED AUGUST 3, 2009.

OWNER

Action Powersports
7465 E. Admiral Place
Tulsa, Oklahoma 74115
Attn: Trevan Morrow
Phone: 918(592-7379)

SURVEYOR

Harden & Associates Surveying and Mapping, P.C.
5807 South Garnett Road, Ste K
Tulsa, Oklahoma 74146
Attn: James Harden
Phone: 918(234-4859)

ENGINEER

RK and Associates, PLC
4815 South Harvard Ave. Ste 290
Tulsa, Oklahoma 74135
Richard Kosman, P.E.
Phone: 918(277-4784)
rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2019

LEGEND

U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
D/E	= DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
● PCB	= POINT OF BEGINNING
- - - 750 - - -	= EXISTING CONTOURS

PRELIMINARY PLAT

ACTION POWERSPORTS

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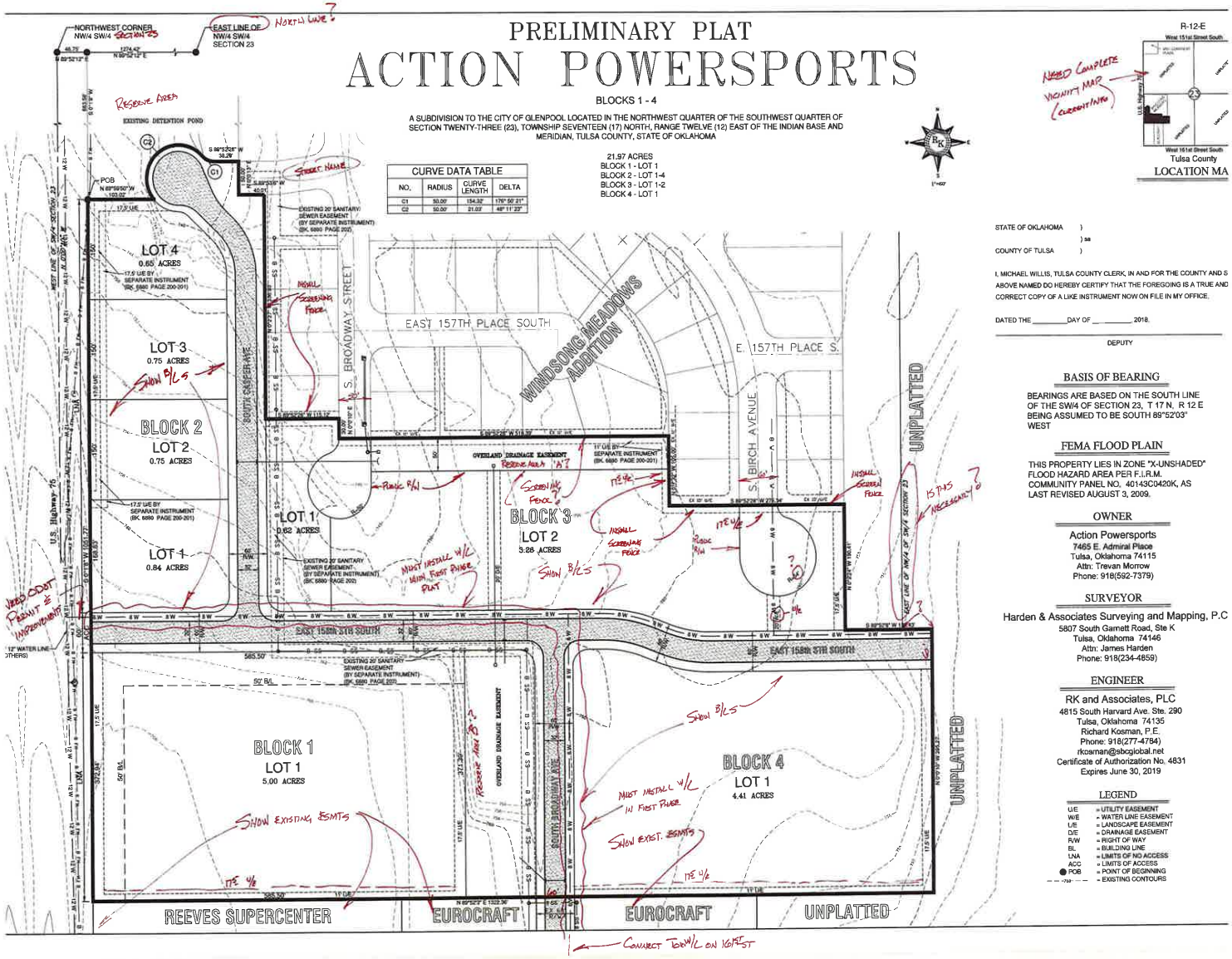

CURVE DATA TABLE			
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C2	50.00'	21.03'	48° 11' 23"

R-12-E

NEEDED COMPLETE VICINITY MAP (CURRENT NW)

LOCATION MA

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND S 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 _____, 2018.

DEPUTY

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ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
	= EXISTING CONTOURS

STAFF REPORT
GZ-268 ACTION POWER SPORTS

TO: Honorable Mayor and City Council

FROM: Rick Malone, City Planner

DATE: June 4, 2018

RE: GZ-268: Request from Action Power Sports to change the zoning classification on 21.97 acres south of the southeast corner of 156th Street and US Highway 75, Glenpool, Oklahoma, from CS (Commercial Shopping) and RS-3 (Residential Single Family High-Density) to CG (Commercial General)

LOCATED: South of the southeast corner of 156th Street and US Highway 75.

LEGAL DESCRIPTION:

A tract of land in the northwest quarter of the southwest quarter (NW/4 SW/4) and the southwest quarter of the northwest quarter (SW/4 NW/4) of Section 23, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: commencing at the northwest corner of said NW/4 SW/4; thence N 89°52'12" E along the north line thereof a distance of 46.75 feet to a point on the US Highway 75 right of way thence S 00°01'08" W along said right of way a distance of 663.58 to the Point Of Beginning:

Thence S 00°01'08" W and continuing along the state right of way a distance of 1051.77 feet; thence N 89°52'03" E a distance of 1322.26 feet; thence N 0°00'10" W a distance of 392.27 feet; thence N 89°52'08" W a distance of 136.43 feet; thence N 0°02'24" W a distance of 190.41 feet; thence S 89°52'28" W a distance of 275.34 feet; thence N 0°07'32" W a distance of 105.00 feet; thence S 89°52'28" W a distance of 518.39 feet; thence N 0°0'10" E a distance of 30.00 feet; thence S 89°52'28" W a distance of 115 .12 feet; thence N 0°02'27" W a distance of 336.93 feet; thence S 89°53'06" W a distance of 40.01 feet; thence N 0°0'12" E a distance of 50.00 feet; thence S 89°52'27" W a distance of 38.26 feet to a point of curve; thence along a curve to the right with a radius of 25.00 feet a distance of 21.03 feet; thence along a curve to the left with a radius of feet a distance of 154.32 feet; thence N 89°59'50" W a distance of 103.02 feet; to the Point Of Beginning. Containing 21.97 acres.

INTRODUCTION

This application consists of a request to rezone 21.97 acres from CS (Commercial Shopping) and RS-3 (Residential Single Family High-Density) to CG (Commercial General). The property is located south of the southeast corner of 156th Street and US Highway 75.

The surrounding property is developed as noted below:

RS-3, Residential Single-Family Subdivision, and vacant CS, Commercial Shopping, to the north.

AG, Agricultural to the east.

CG, Commercial General to the south.

US Highway 75 to the west.

COMPREHENSIVE PLAN:
The updated 2030 City of Glenpool Comprehensive Plan designates the subject tract as US Highway 75 Corridor, designated for the encouragement and expansion of commercial uses. The proposed use is consistent with the 2030 Plan.

STAFF RECOMMENDATION
The proposed zone change is consistent with the guidelines of the City of Glenpool Comprehensive Plan and surrounding uses. Staff recommends approval of rezoning case GZ-268.

5/14/18-PLANNING COMMISSION:
After discussion from neighbors in the area concerning street access, drainage and buffering, the Planning Commission voted 4-1 to recommend approval of GZ-268 to the City Council.

STAFF EXHIBITS

1. Case Map
2. Application

City Of Glenpool
Creating Opportunity

ACTION POWER SPORTS MAIL

TO: PROPERTY OWNERS WITHIN 300-FOOT RADIUS OF THE SUBJECT PROPERTY ACCORDING TO TULSA COUNTY ASSESSOR RECORDS

RE: LEGAL NOTICE

NOTICE OF A HEARING
BEFORE THE PLANNING COMMISSION
OF THE CITY OF GLENPOOL, OKLAHOMA

CASE NUMBER GZ-268

Notice is hereby given that a public hearing will be held before the Glenpool Planning Commission on **Monday, May 14, 2018, at 6:30 p.m.** This meeting will be held at the **Glenpool Conference Center/City Hall** which is located at 12205 South Yukon Avenue, Glenpool, Oklahoma on the 3rd Floor in the City Council Chambers. At this time and place consideration will be given to a proposed change of zoning classification of property located south of the southeast corner of 156th Street and US 75 Highway, Glenpool, Oklahoma.

Legal Description:

General Location: property located south of the southeast corner of 156th Street and US Hwy 75 Highway. Glenpool, Oklahoma.

A tract of land in the northwest quarter of the southwest quarter (NW/4 SW/4) and the southwest quarter of the northwest quarter (SW/4 NW/4) of section 23, Township 17 North, Range 12 East of the Indian base and meridian, Tulsa County, State of Oklahoma, according to the U.S. government survey thereof, being more particularly described as follows: commencing at the northwest corner of said NW/4 of the SW/4; thence n 89°52'12" E along the north line thereof a distance of 46.75 feet to a point on the US Highway 75 right of way, thence S 00°01'08" W along said right of way a distance of 663.58 to the point of beginning:

Thence s 00°01'08" w and continuing along the state right of way a distance of 1051.77) feet; thence n 89°52'03" e a distance of 1322.26 feet; thence n 0°00'10" w a distance of 392.27 feet; thence n 89°52'08" w a distance of 136.43) feet; thence n 0°02'24" w a distance of 190.41 feet;thence s 89°52'28" w a distance of 275.34 feet; thence n 0°07'32" w a distance of 105.00 feet; thence s89°52'28"w a distance of 518.39 feet; thence n 0°0'10" e a distance of 30.00 feet; thence s 89°52'28" w a distance of 115.12 feet; thence n 0°02'27" w a distance of 336.93 feet; thence s89°53'06"w a distance of 40.01 feet; thence n0°0'12"e a distance of 50.00 feet; thence s89°52'27"w a distance of 38.26 feet to a point of curve; thence along a curve to the right with a radius of 25.00 feet a distance of 21.03 feet; thence along a curve to the left with a radius of 50.00 feet a distance of 154.32 feet; thence n 89°59'50" w a distance of 103.02 feet; to the point of beginning. Containing 21.97 acres more or less.

APPLICATION IS TO ALLOW A CHANGE OF ZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY HIGH DENSITY DISTRICT AND CS COMMERCIAL SHOPPING DISTRICT TO CG COMMERCIAL GENERAL DISTRICT.

Planning Commission will review the Zone Change Application Case No. GZ-268 and refer its recommendations to the City Council.

All persons interested in this request are invited to attend.

Contact Information:

Rick Malone, City Planner
Glenpool City Hall
12205 S. Yukon Avenue
Glenpool, OK 74033
(918) 209-4617
rmalone@cityofglenpool.com
Dated at Glenpool, Oklahoma, this the 19th day of April 2018.

CITY OF GLENPOOL PLANNING COMMISSION

CASE NUMBER_____

[X] ZONING [ ] PUD [ ] PUD AMENDMENT

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 #:_____ BUILDING PERMIT APPLICATION NUMBER _____

[ ] GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS:_____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION:_____ TRACT SIZE: 21.96 AC

LEGAL DESCRIPTION: SEE ATTACHED LEGAL.

PRESENT USE: VACANT PRESENT ZONING: CS & RS-3

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CG DEV. AREAS AFFECTED BY PUD AMENDMENT:_____ PUD PROPOSAL ATTACHED ☐ Y [X] N

PROPOSED USE:_____ NATURE OF PUD AMENDMENT:_____

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	ACTION POWERSPORTS, INC.	NAME	WIND SONG MEADOW LLC
ADDRESS	7465 E. ADMIRAL PL.	ADDRESS	C/O KEN LASTER 7841 E. 134TH STREET
CITY, ST, ZIP	TULSA, OK 74115	CITY, ST, ZIP	BIXBY, OK 74008
DAYTIME PHONE	TREVAN MORROW - 918-607-7379 CHRIS COMBS - 918-671-0164	DAYTIME PHONE	918-605-2021
EMAIL	TMORROW@MYOKLG.COM	EMAIL	KENLASTERCO@OLP.NET
FAX		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE:		4-6-18	

DOES OWNER CONSENT TO THIS APPLICATION [X] Y ☐ N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? BUYER.

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**	$

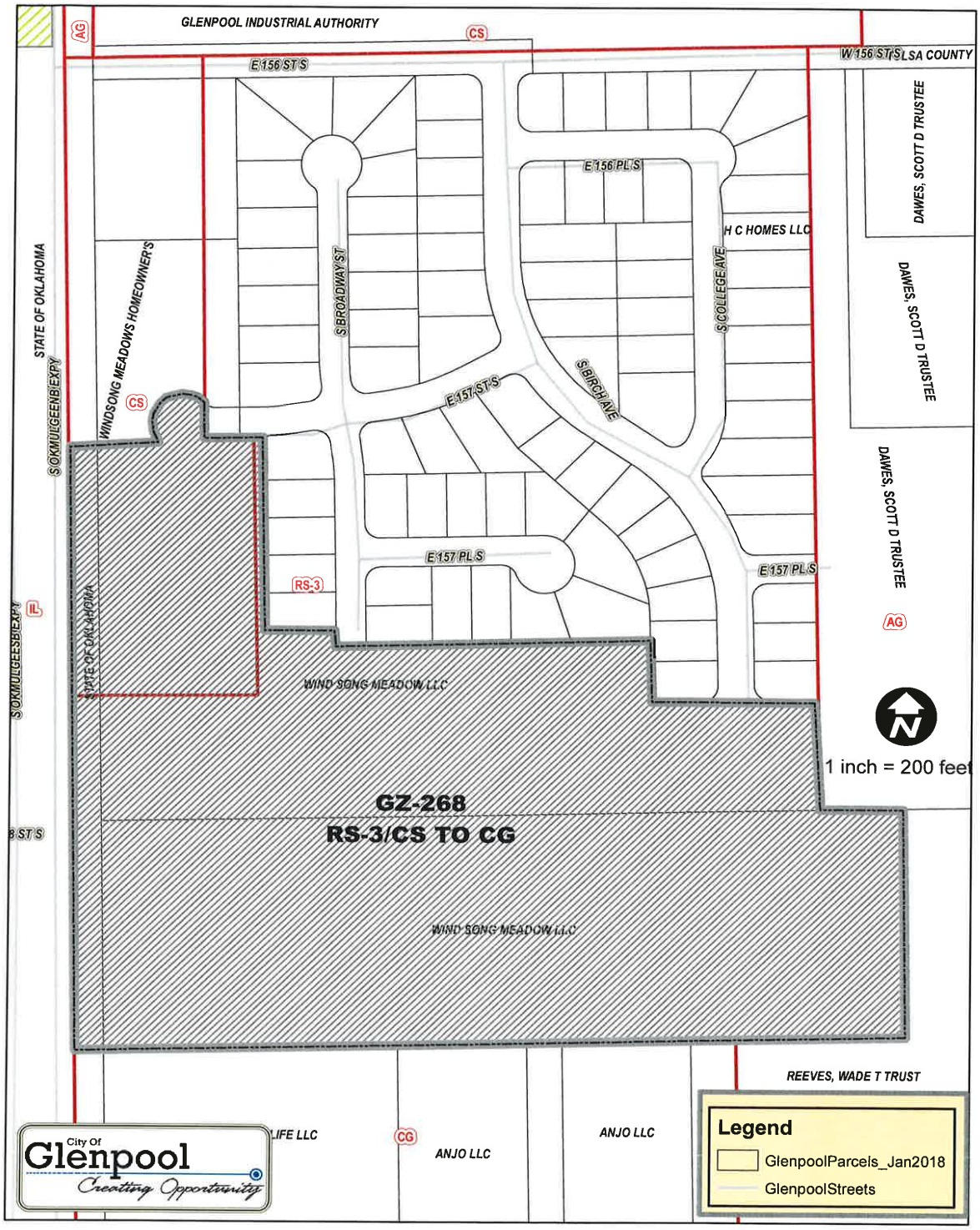
APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

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

GLENPOOL INDUSTRIAL AUTHORITY
E 156 ST S
W 156 ST S
E 156 PL S
HIC HOMES LLC
S BROADWAY ST
S COLLEGE AVE
S BIRCH AVE
E 157 ST S
E 157 PL S
E 157 PL S
DAWES, SCOTT D TRUSTEE
DAWES, SCOTT D TRUSTEE
DAWES, SCOTT D TRUSTEE
WINDSONG MEADOWS HOMEOWNERS
S OKMULGEENB EXPY
S OKMULGEESB EXPY
STATE OF OKLAHOMA
STATE OF OKLAHOMA
WIND SONG MEADOW LLC
WIND SONG MEADOW LLC
RS-3
CS
AG
IL
CG
1 inch = 200 feet
GZ-268
RS-3/CS TO CG
REEVES, WADE T TRUST
ANJO LLC
ANJO LLC
Legend
GlenpoolParcels_Jan2018
GlenpoolStreets
City Of
Glenpool
Creating Opportunity


GLENPOOL INDUSTRIAL AUTHORITY
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CS
E 156 ST S
W 156 ST S
LSA COUNTY
E 156 PL S
DAWES, SCOTT D TRUSTEE
H C HOMES LLC
S BROADWAY ST
S COLLEGE AVE
STATE OF OKLAHOMA
S OKMULGEE N BI EXPY
WINDSONG MEADOWS HOMEOWNER'S
CS
E 157 ST S
S BIRCH AVE
DAWES, SCOTT D TRUSTEE
E 157 PL S
RS-3
E 157 PL S
DAWES, SCOTT D TRUSTEE
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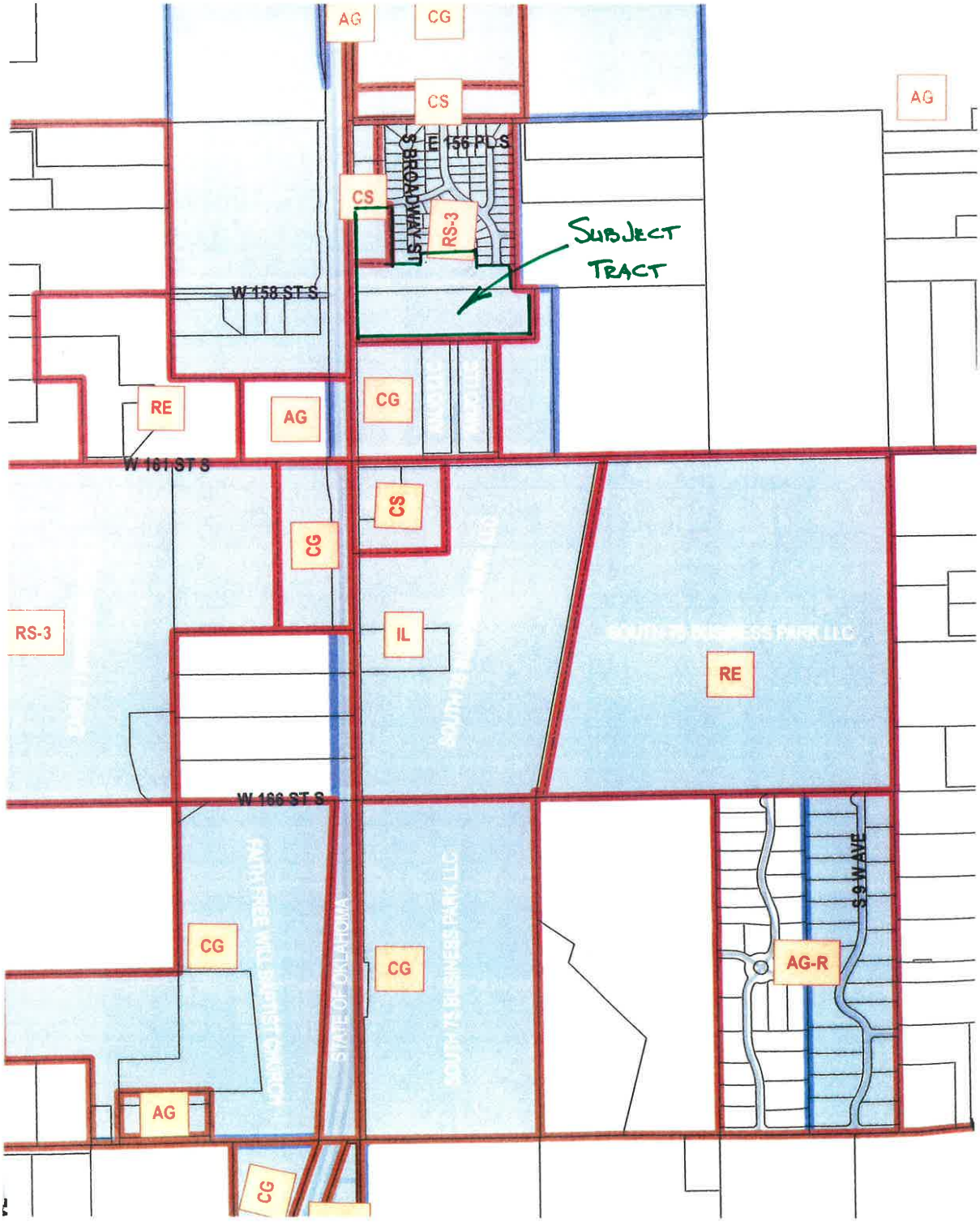
IL
STATE OF OKLAHOMA
WIND SONG MEADOW LLC
1 inch = 200 feet
GZ-268
RS-3/CS TO CG
WIND SONG MEADOW LLC
REEVES, WADE T TRUST
LIFE LLC
CG
ANJO LLC
ANJO LLC
Legend
GlenpoolParcels_Jan2018
GlenpoolStreets
City Of
Glenpool
Creating Opportunity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E 156 PL S
S BROOKLYN ST
CS
RS-3
SUBJECT TRACT
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RE
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CS
CG
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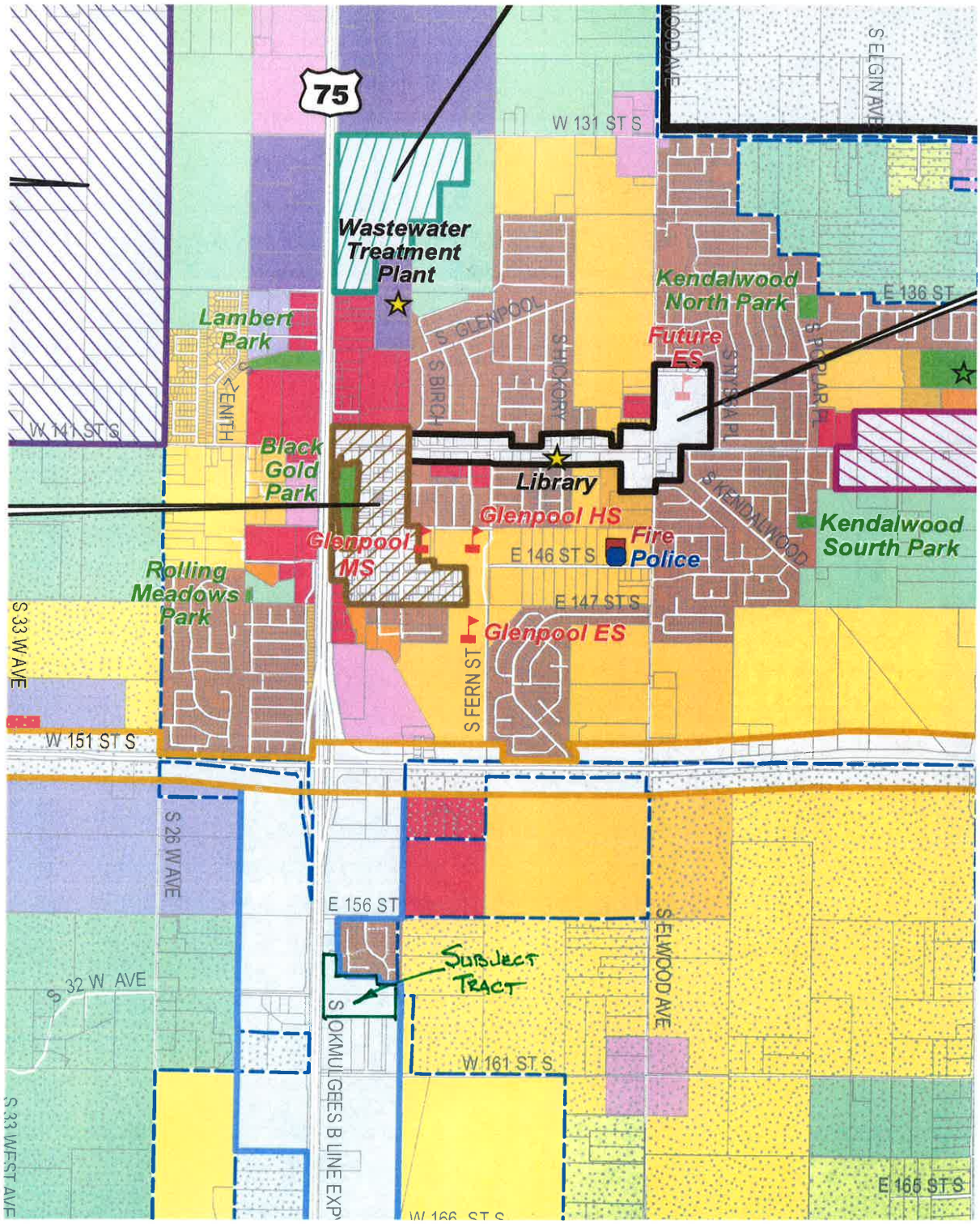
IL
RE
W 166 ST S
CG
CG
AG-R
S 99 W AVE
AG
CG


75
W 131 ST S
S ELGIN AVE
Wastewater Treatment Plant
Kendalwood North Park
E 136 ST
Lambert Park
S GLENPOOL
S HICKORY
Future ES
S BIRCH
S POPLAR PL
S ZENITH
W 141 ST S
Black Gold Park
Library
S KENDALWOOD
Glenpool HS
Kendalwood Sourth Park
Glenpool MS
Fire
Police
E 146 ST S
Rolling Meadows Park
E 147 ST S
Glenpool ES
S 33 W AVE
S FERN ST
W 151 ST S
S 26 W AVE
E 156 ST
S ELWOOD AVE
SUBJECT TRACT
32 W AVE
S OKMULGEES B LINE EXP
W 161 ST S
S 33 WEST AVE
E 165 ST S
W 166 ST S

STAFF REPORT

CONDITIONAL FINAL PLAT-ACTION POWER SPORTS

TO: Honorable Mayor and City Council

FROM: Rick Malone, City Planner

DATE: June 4, 2018

RE: **Conditional Final Plat: (Action Power Sports Phase** I), Covering 6.90 acres located north of the northeast corner of 16lst Street and US Highway 75.

INTRODUCTION

This application consists of a request to approve the Conditional Final Plat for 6.90 acres to be utilized for lot and block designations and infrastructure plans in support of Action Power Sports.

ZONING:

Zoning is currently RS-3 and CS.

TAC REVIEW 04/27/2018

- Zoning Request Pending: CG GZ-268
- Landscaped entry and signage detailed,
- 12-6-2 (L) Streets: To be addressed by city and be on face of plat before filed of record.
- Public Improvements Status: Performance Bonds/Maintenance, Letter of Credit
- 12-6-12 Oil and Natural Extraction
  Need certificate of non-development from Oklahoma State Corporation Commission.
- 12-6-13 SEWAGE DISPOSAL AND PUBLIC WATER
  SUPPLY Need ODEQ approval for both water and sewer.
- 12-7-6 Record Drawings Required.
- 12-7-7 Acceptance or Forfeiture of Improvements.
  Improvements must be approved by City Council be plat filed of record.
- 12-7-8 Maintenance Bond or Irrevocable Letter of Credit.

STAFF RECOMMENDATION:

Contingent upon approval of zone change GZ-268 to CG, and subject to findings and conditions of TAC review, staff recommends approval of the CONDITIONAL FINAL PLAT OF "ACTION POWER SPORTS, PHASE I."

5/14/18-PLANNING COMMISSION:
After discussion of street access, drainage and landscape buffers, the Planning Commission voted 5-0 to recommend approval to the City Council the CONDITIONAL FINAL PLAT OF “ACTION POWER SPORTS” PHASE 1 subject to TAC and staff requirements.

STAFF EXHIBITS

1. Case Map
2. Final Subdivision Plat

Mailed 5-4-18 G.S

City Of Glenpool
Creating Opportunity

LEGAL NOTICE

NOTICE OF A HEARING BEFORE THE PLANNING COMMISSION OF THE CITY OF GLENPOOL, OKLAHOMA

ACTION POWERSPORTS PRELIMINARY/FINAL PLAT

Notice is hereby given that a public hearing will be held before the Glenpool Planning Commission in Glenpool City Hall located at 12205 South Yukon Ave, Glenpool, Oklahoma at 6:30 p.m. on Monday the 14th day of May, 2018.

At which time and place consideration will be given to the proposed ***PRELIMINARY/FINAL PLAT OF "ACTION POWERSPORTS"*** on property located north of the northeast corner of 161th Street and US 75 Hwy, being more particularly described as follows:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 OF THE SW/4; THENCE N 89°52'12" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 46.75 FEET TO A POINT ON THE US HIGHWAY 75 RIGHT OF WAY THENCE S 00°01'08" W ALONG SAID RIGHT OF WAY A DISTANCE OF 663.58 TO THE POINT OF BEGINNING:

THENCE S 00°01'08" W AND CONTINUING ALONG THE STATE RIGHT OF WAY A DISTANCE OF 1051.77) FEET; THENCE N 89°52'03" E A DISTANCE OF 1322.26 FEET; THENCE N 0°00'10" W A DISTANCE OF 392.27 FEET; THENCE N 89°52'08" W A DISTANCE OF 136.43) FEET; THENCE N 0°02'24" W A DISTANCE OF 190.41 FEET; THENCE S 89°52'28" W A DISTANCE OF 275.34 FEET; THENCE N 0°07'32" W A DISTANCE OF 105.00 FEET; THENCE S89°52'28"W A DISTANCE OF 518.39 FEET; THENCE N 0°0'10" E A DISTANCE OF 30.00 FEET; THENCE S 89°52'28" W A DISTANCE OF 115.12 FEET; THENCE N 0°02'27" W A DISTANCE OF 336.93 FEET; THENCE S89°53'06"W A DISTANCE OF 40.01 FEET; THENCE N0°0'12"E A DISTANCE OF 50.00 FEET; THENCE S89°52'27"W A DISTANCE OF 38.26 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET A DISTANCE OF 21.03 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 154.32 FEET; THENCE N 89°59'50" W A DISTANCE OF 103.02 FEET; TO THE POINT OF BEGINNING. CONTAINING 21.97 ACRES MORE OR LESS

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

The "***ACTION POWERSPORTS PRELIMINARY PLAT*** covers 21.97 acres and ***ACTION POWERSPORTS PHASE I FINAL PLAT*** contains 6.90 acres.. Mr. Rick Kosman is requesting this review by the Planning Commission.

All persons interested in this request are invited to attend. After the Planning Commission acts on this application, the Planning Commission will submit its recommendations to the Glenpool City Council for its consideration and action as approved by law.

Dated at Glenpool, Oklahoma, this 4th day of May, 2018.

City Of Glenpool
Creating Opportunity

12205 S Yukon Ave • Glenpool, OK 74033 • P: (918) 322-5409 • F: (918) 322-5432

APPLICATION FOR APPROVAL OF SUBDIVISION

200.00
60.00
260.00

☒ **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.

250.00
60.00
310.00

☒ **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: ACTION POWERSPORTS

SECTION: 23 TWP: 17N RANGE: 12E LEGAL DESCRIPTION: SEE ATTACHED.

DEVELOPER'S NAME: ACTION POWERSPORTS, INC.

DEVELOPER'S ADDRESS: 7465 E. ADMIRAL R. PHONE: 918-607-7379 TREVAN MORROW

ENGINEER'S NAME: RK & ASSOCIATES PLC PHONE: 918-277-4784.

Acreage Of Area Being Platted: 5Ac. PHASE I Number Of Lots: 1 Average Lot Size: 5Ac.

Present Use Of Tract: VACANT Proposed Use Of Tract: COMMERCIAL

Present Zoning: CS / RS3 Proposed Zoning: CG

Is Plat Part Of A PUD? No. (Pud Number) Zoning Case File/Number: GZ

Glenpool City Limits: ☒ INSIDE ☐ OUTSIDE ☐ PARTIALLY INSIDE

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

Street Resurfacing Proposed: Portland Cement/Concrete Asphaltic Concrete

Signature Of Developer/Agent: RICHARD KAGAN Date: 4/6/18.

FOR STAFF USE ONLY

(DATE) (RCPT#)

Preliminary Application Received: _____

Preliminary Fee Received: _____

Preliminary Approval: _____

Final Application Received: _____

Final Approval: _____ Plat Release Date: _____

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 _____ **Date** 4-6-18

Glenpool Planning Commission Case Number: GZ-268

- **Technical Advisory Committee (TAC) Meeting Date:** Plats: 4/27/18
  Glenpool Community Development Conference Room
  Glenpool City Hall/Conference Center 2rd Floor
  12205 South Yukon Ave, Glenpool, Oklahoma 74033

- **Glenpool Planning Commission: Date:** GZ-268 /Plats: 5/14/18
  Glenpool City Council Chambers
  Glenpool City Hall/Conference Center 3rd Floor
  12205 South Yukon Ave, Glenpool, Oklahoma 74033

- **Glenpool City Council: Date:** GZ-268/Plats 5/21/18
  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

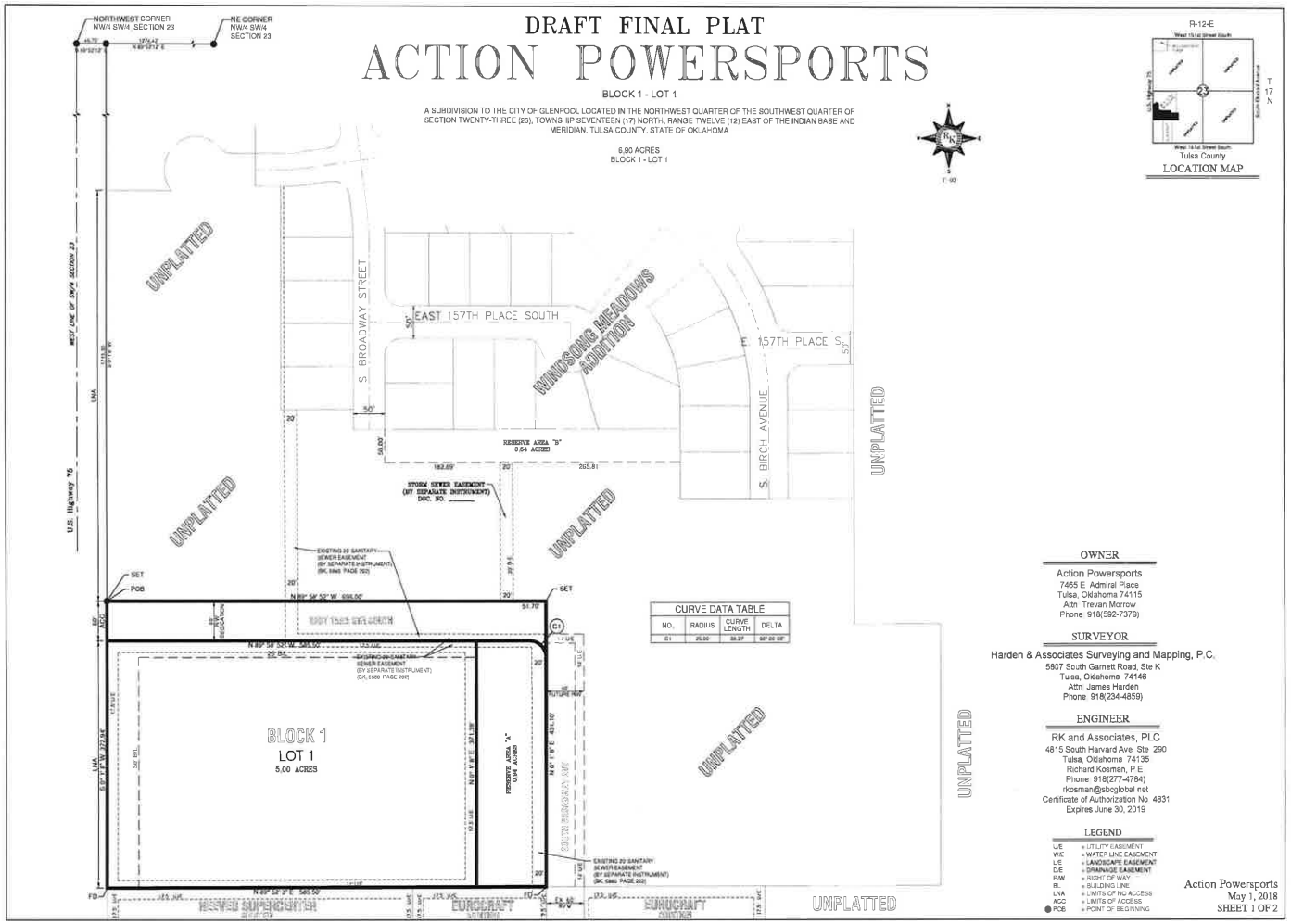
DRAFT FINAL PLAT

ACTION POWERSPORTS

BLOCK 1 - LOT 1

A SUBDIVISION TO THE CITY OF GLENPOOL LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

6.90 ACRES
BLOCK 1 - LOT 1



CURVE DATA TABLE

NO.	RADIUS	CURVE LENGTH	DELTA
C1	25.00'	39.27'	90° 00' 00"

R-12-E

T 17 N

23

Tulsa County

LOCATION MAP

OWNER

Action Powersports
7465 E. Admiral Place
Tulsa, Oklahoma 74115
Attn: Trevan Morrow
Phone: 918(592-7379)

SURVEYOR

Harden & Associates Surveying and Mapping, P.C.
5807 South Garnett Road, Ste K
Tulsa, Oklahoma 74146
Attn: James Harden
Phone: 918(234-4859)

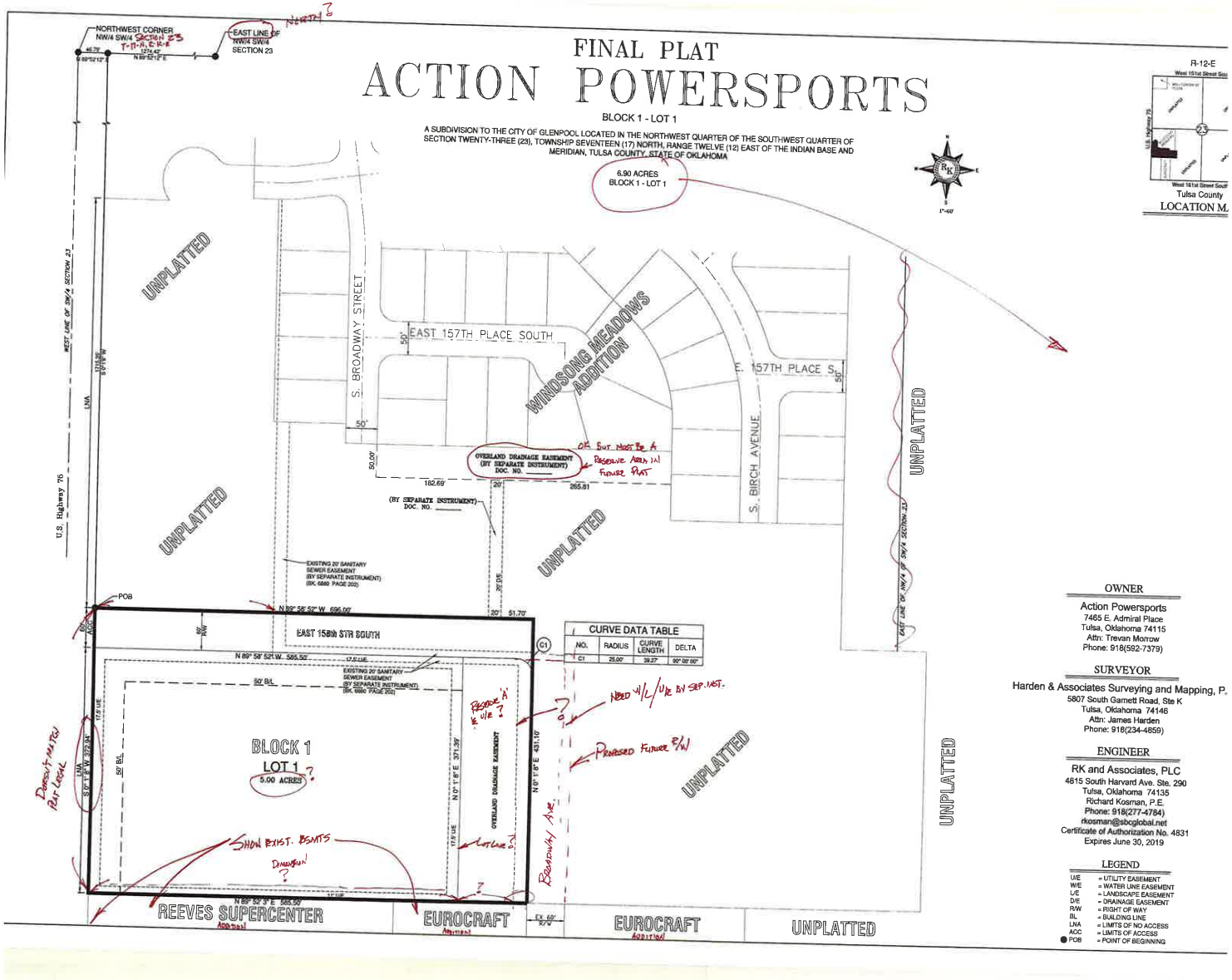
ENGINEER

RK and Associates, PLC
4815 South Harvard Ave Ste 290
Tulsa, Oklahoma 74135
Richard Kosman, P.E.
Phone: 918(277-4784)
rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2019

LEGEND

U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
D/E	= DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
B/L	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING

Action Powersports
May 1, 2018
SHEET 1 OF 2


FINAL PLAT
ACTION POWERSPORTS
BLOCK 1 - LOT 1
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6.90 ACRES
BLOCK 1 - LOT 1
NORTH
NORTHWEST CORNER NW/4 SW/4 SECTION 23 T-17-N, R-12-E
EAST LINE OF NW/4 SW/4 SECTION 23
R-12-E
Tulsa County
LOCATION M.
UNPLATTED
S. BROADWAY STREET
EAST 157TH PLACE SOUTH
WINDSONG MEADOWS ADDITION
E. 157TH PLACE S.
S. BIRCH AVENUE
U.S. Highway 75
OVERLAND DRAINAGE EASEMENT (BY SEPARATE INSTRUMENT) DOC. NO.
OA Swt Must Be A Reserve Area In Future Plat
EXISTING 20' SANITARY SEWER EASEMENT (BY SEPARATE INSTRUMENT) (BK. 6860 PAGE 202)
POB
EAST 158th STR SOUTH
CURVE DATA TABLE
NO. | RADIUS | CURVE LENGTH | DELTA
C1 | 25.00' | 39.27' | 90° 00' 00"
BLOCK 1
LOT 1
5.00 ACRES
Need U/L/Ue By Sep. Inst.
Proposed Future R/W
Broadway Ave.
Show Exist. Bsmts
REEVES SUPERCENTER
EUROCRAFT
EUROCRAFT ADDITION
UNPLATTED
OWNER
Action Powersports
7465 E. Admiral Place
Tulsa, Oklahoma 74115
Attn: Trevan Morrow
Phone: 918(582-7379)
SURVEYOR
Harden & Associates Surveying and Mapping, P.
5807 South Garnett Road, Ste K
Tulsa, Oklahoma 74146
Attn: James Harden
Phone: 918(234-4859)
ENGINEER
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D/E = DRAINAGE EASEMENT
R/W = RIGHT OF WAY
BL = BUILDING LINE
LNA = LIMITS OF NO ACCESS
ACC = LIMITS OF ACCESS
POB = POINT OF BEGINNING

Deed of Dedication and
Declaration of Restrictive Covenants

FINAL PLAT
ACTION POWERSPORTS

DEED OF DEDICATION

KNOWN ALL ME BY THESE PRESENTS:

ACTION POWERSPORTS (OWNER) IS THE OWNER IN FEE SIMPLE TITLE TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW¼ SW¼) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼ NW¼) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW¼ OF THE SW¼; THENCE N 89°52'12" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 46.75 FEET TO A POINT ON THE US HIGHWAY 75 RIGHT OF WAY THENCE S 00°01'08" W ALONG SAID RIGHT OF WAY A DISTANCE OF 1715.35 FEET TO THE POINT OF BEGINNING:

THENCE S 00°01'08" W AND CONTINUING ALONG THE STATE RIGHT OF WAY A DISTANCE OF 432.94 FEET; THENCE N 89°52'23" E A DISTANCE OF 580.50 FEET; THENCE N 0°01'08" E A DISTANCE OF 431.10 FEET; THENCE N 89°58'52" W A DISTANCE OF 580.00 FEET; TO THE POINT OF BEGINNING CONTAINING 6.90 ACRES MORE OR LESS

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS ACTION POWERSPORTS, A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN EASEMENTWAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNS/PER HIS AGENTS OR CONTRACTORS.
5. EXISTING OGT/ONEOK EASEMENT: OWNS/DEVELOPER SHALL PREVENT ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH MAINTENANCE OF THE UNDERGROUND NATURAL GAS PIPELINE AS LOCATED AND ILLUSTRATED HEREIN. NO BUILDINGS SHALL BE LOCATED ON THE 50 FOOT EASEMENT, SAID EASEMENT IS EXCLUSIVE TO OGT/ONEOK AND NO ENCROACHMENT WILL BE ALLOWED WITHOUT CONSENT FROM OGT/ONEOK.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE OWNER'S LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 1 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT. IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS, BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF GLENPOOL, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE OWNER OF THE LOT'S EXPENSE.
3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE A RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSOR, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

1. LOT 1, BLOCK 1, DEPICTED ON THE PLAT OF ACTION POWERSPORTS, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER(S) OF LOT 1 BLOCK 1 SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS LOT 1, BLOCK 1. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. OVERLAND DRAINAGE EASEMENTS

1. A STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER WITHIN THE OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT. RESERVE AREA
2. THE OWNERS OF LOTS WITHIN ACTION POWERSPORTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN THE STORMWATER DETENTION EASEMENTS DESIGNATED ON THE PLAT. OWNER
3. THE STORMWATER DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND THE REMOVAL OF DEBRIS, OBSTRUCTIONS AND SILTATION, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE OWNER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS: Season

A. STORMWATER DETENTION FACILITIES SHALL BE KEPT FREE OF LITTER; AND,

B. STORMWATER DETENTION FACILITIES SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.

4. IN THE EVENT OF THE OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNERS OF LOTS WITHIN ACTION POWERSPORTS, A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY. Lien Attorney

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA: THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

THE DEVELOPMENT OF ACTION POWERSPORTS SHALL BE SUBJECT TO THE PROVISIONS OF THE GLENPOOL ZONING CODE, AS THE SAME EXISTED _____ OR AS SUBSEQUENTLY AMENDED AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE OF LAND:

THE USES OF ALL LOTS LOCATED WITHIN ACTION POWERSPORTS SHALL BE LIMITED TO THE USES PERMITTED WITHIN AN "OG" COMMERCIAL GENERAL ZONING DISTRICT UNLESS AND UNTIL SUCH TIME AS ANY LOT(S) ARE AMENDED AND APPROVED BY THE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATURES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

2. BUILDING SETBACKS:

NO BUILDING SHALL BE LOCATED NEARER TO A PUBLIC STREET OR LOT BOUNDARY THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT, UNLESS AND UNTIL SUCH TIME AS AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

3. OFF-STREET PARKING:

EACH LOT LOCATED WITHIN ACTION POWERSPORTS SHALL MEET OR EXCEED MINIMUM PARKING REGULATIONS AND STANDARDS LISTED AND DETAILED IN ALL APPLICABLE SECTIONS OF THE GLENPOOL ZONING CODE; PROVIDED, HOWEVER, THAT MODIFICATION OF SUCH APPLICABLE REGULATIONS AND STANDARDS MAY BE AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

4. SIGNAGE:

EACH LOT LOCATED WITHIN ACTION POWERSPORTS SHALL SATISFACTORILY MEET CITY OF GLENPOOL SIGNAGE STANDARDS AND REGULATIONS PURSUANT TO ALL APPLICABLE SECTIONS CONTAINED WITHIN THE GLENPOOL ZONING CODE: PROVIDED, HOWEVER, THAT SUCH APPLICABLE REGULATIONS AND STANDARDS MAY BE AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

5. LIMITS OF NO ACCESS:

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 75 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. DEVELOPMENT REQUIREMENTS & RESTRICTIONS ARE ESTABLISHED PURSUANT TO PROVISIONS OF THE GLENPOOL ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF GLENPOOL TO MAINTAIN ANY ACTION AT LOW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED. for initial 10 YR Period

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS MAY BE AMENDED TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNER OR OWNERS OF LOT WITHIN THE SUBDIVISION.

D. SEVERABILITY

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

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ACTION POWERSPORTS INC., BEING THE SOLE OWNER HEREBY APPROVES THE FORGOING DEED OF DEDICATION AND COVENANTS THIS ____ DAY OF _____ 2018.

ACTION POWERSPORTS INC.

_____
CHRIS COMBS, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018 BY CHRIS COMBS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

CERTIFICATE OF SURVEY

I, NATHANIEL J. REED, OF HARDEN & ASSOCIATES SURVEYING AND MAPPING, PC, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF L DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ACTION POWERSPORTS" A SUBDIVISION IN THE CITY O GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND BY ME USIN ACCEPTED SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEY ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
NATHANIEL J. REED, RPLS NO. 1744
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018 BY NATHANIEL J. REED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____ MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____, 2018.

_____
RICHARD WATTS, CHAIRMAN

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON _____, 2018.

_____
TIM FOX, MAYOR

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

_____
DAVID TILLOTSON, CITY MANAGER

Action P
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Mailed 5-4-18
GS

City Of Glenpool
Creating Opportunity

LEGAL NOTICE

NOTICE OF A HEARING BEFORE THE PLANNING COMMISSION OF THE CITY OF GLENPOOL, OKLAHOMA

FINAL PLAT
GLENN HILLS BLOCKS 1-6

Notice is hereby given that a public hearing will be held before the Glenpool Planning Commission in Glenpool City Hall located at 12205 South Yukon Ave, Glenpool, Oklahoma at 6:30 p.m. on Monday the 14th day of May, 2018.

At which time and place consideration will be given to the proposed final plat ***"GLENN HILLS BLOCKS 1-6"*** on property located west of the northwest corner of 141st Street and Peoria Ave (Elm Street), being more particularly described as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE OF SAID SE4 A DISTANCE OF 1280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°34'38" WEST 764.23 FEET; THENCE NORTH 00°03'17" WEST 653.40 FEET; THENCE SOUTH 89°34'38" WEST 320.00 FEET; THENCE NORTH 00°03'17" WEST 67.36 FEET; THENCE NORTH 66°06'22" EAST 40.47 FEET; THENCE NORTH 00°03'17" WEST 812.75 FEET; THENCE NORTH 89°34'38" EAST 85.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 63.84 FEET, A CHORD BEARING OF SOUTH 72°08'07" EAST AND A CHORD LENGTH OF 62.76 FEET; THENCE NORTH 36°09'07" EAST 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'50" EAST AND A CHORD LENGTH OF 4.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 46.19 FEET; A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.89 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 48.09 FEET, A CHORD BEARING OF NORTH 10°54'28" EAST AND A CHORD LENGTH OF 47.80 FEET; THENCE NORTH 00°06'52" WEST 95.53 FEET TO THE SOUTH LINE OF GLENN ABBEY BLOCKS 7 THRU 13; THENCE NORTH 89°34'38" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.99 FEET; THENCE SOUTH 00°06'52" EAST 485.27 FEET; THENCE NORTH 89°34'38" EAST 170.00 FEET; THENCE SOUTH 00°06'52" EAST 20.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.41 FEET, A CHORD BEARING OF SOUTH 12°33'25" WEST AND A CHORD LENGTH OF 76.78 FEET; THENCE NORTH 89°34'38" EAST 341.85 FEET; THENCE SOUTH 47°09'36" EAST 116.14 FEET; THENCE SOUTH 00°06'52" EAST 1060.02 FEET TO THE POINT OF BEGINNING.

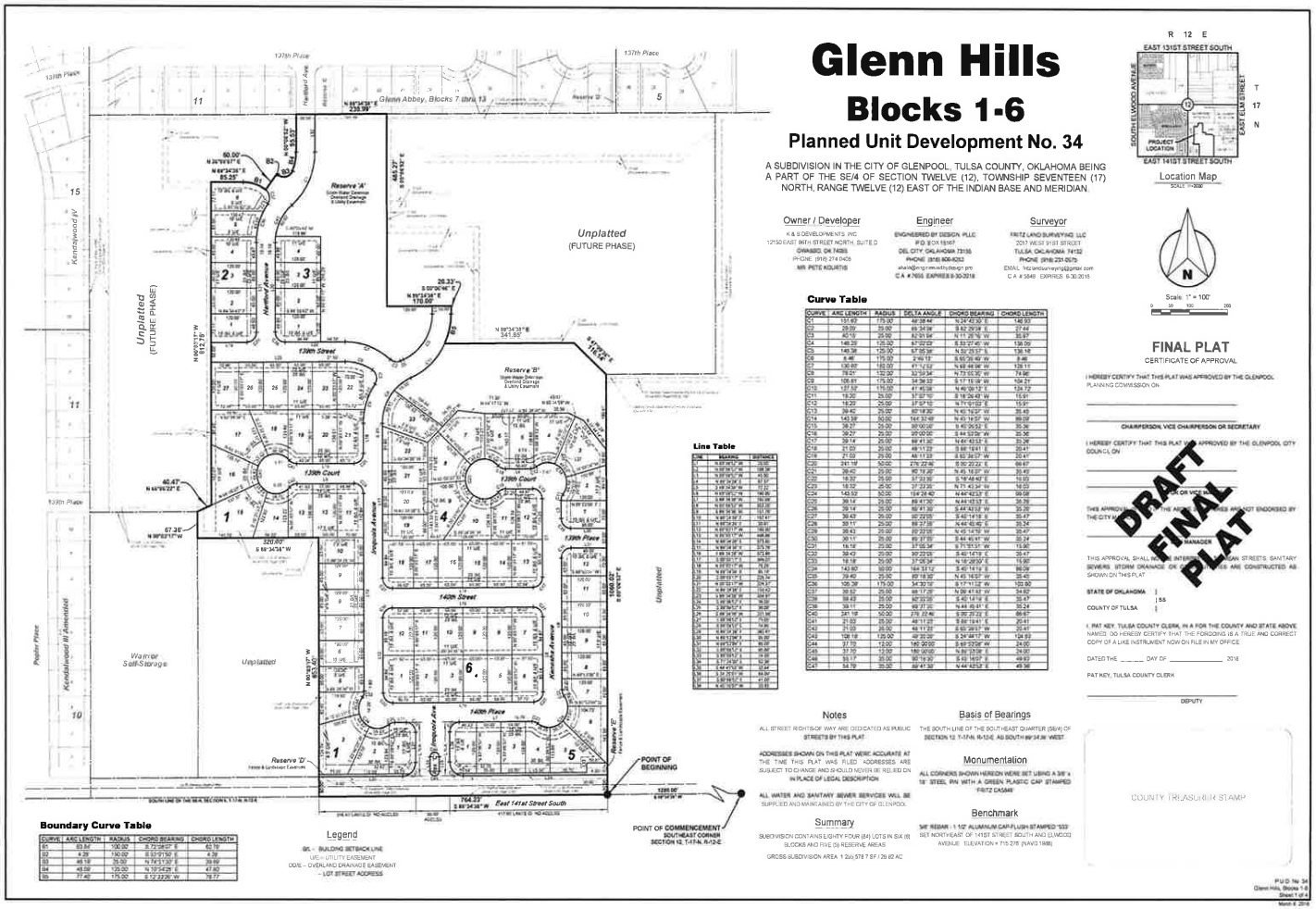
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Jacqueline Lund and Brandon Kearns
City Manager David Tillotson, City Clerk Susan White
www.glenpoolonline.com

SAID TRACT OF LAND CONTAINS 1,255,578.71 SQUARE FEET OR 28.82 ACRES.

The "***GLENN HILLS BLOCKS 1-6***" plat provides for eighty-six (86) lots, six (6) Blocks and five (5) Reserve Area. Mr. Ryan McCarthy with Select Design is requesting this final plat review by the Planning Commission.

All persons interested in this request are invited to attend.

Dated at Glenpool, Oklahoma, this 5th day of May 2018.


Glenn Hills
Blocks 1-6
Planned Unit Development No. 34
A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE/4 OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.
Owner / Developer
K & S DEVELOPMENTS, INC.
12150 EAST 96TH STREET NORTH, SUITE D
OWASSO, OK 74055
PHONE: (918) 274-0405
MR. PETE KOURTIS
Engineer
ENGINEERED BY DESIGN, PLLC
PO BOX 16967
DEL CITY, OKLAHOMA 73156
PHONE: (580) 606-6252
EMAIL: shale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2018
Surveyor
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5849 EXPIRES 6-30-2015
R 12 E
EAST 131ST STREET SOUTH
SOUTH ELWOOD AVENUE
EAST ELM STREET
PROJECT LOCATION
EAST 141ST STREET SOUTH
T 17 N
Location Map
SCALE: 1"=2000'
N
Scale: 1" = 100'
0 50 100 200
Unplatted
(FUTURE PHASE)
Reserve 'A'
Reserve 'B'
Reserve 'C'
Reserve 'D'
Glenn Abbey, Blocks 7 thru 13
137th Place
137th Place
138th Place
138th Place
Kendalwood Dr
Kendalwood III Amended
Palm Place
Hartford Avenue
Jacques Avenue
Kenosha Avenue
139th Street
139th Court
139th Court
139th Place
140th Street
140th Place
140th Place
East 141st Street South
Warner Self-Storage
Unplatted
Unplatted
Unplatted
POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 12, T-17-N, R-12-E
764.23'
S 89°34'38" W
1285.00'
S 89°34'38" W
Curve Table
CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH
C1 | 131.63 | 175.00 | 43°05'44" | N 24°43'30" E | 146.93
C2 | 29.09' | 25.00' | 66°34'08" | S 82°29'08" E | 27.44
C3 | 40.13' | 25.00' | 82°51'04" | N 11°25'16" W | 35.87'
C4 | 148.29' | 125.00' | 67°22'23" | S 33°27'45" W | 139.09'
C5 | 146.38' | 125.00' | 67°35'34" | N 35°25'37" E | 138.18'
C6 | 8.46' | 175.00' | 2°46'13" | S 65°26'49" W | 8.46'
C7 | 130.00' | 183.00' | 41°12'33" | N 83°48'08" W | 128.11'
C8 | 78.01' | 132.00' | 33°51'34" | N 73°53'30" W | 76.90'
C9 | 105.61' | 175.00' | 34°34'33" | S 17°15'19" W | 104.01'
C10 | 137.12' | 175.00' | 41°43'38" | N 40°39'12" E | 134.12'
C11 | 19.20' | 25.00' | 37°37'10" | S 18°26'48" W | 18.91'
C12 | 18.22' | 25.00' | 37°37'10" | N 71°10'22" E | 17.91'
C13 | 39.40' | 25.00' | 90°18'30" | N 45°16'07" W | 35.45'
C14 | 143.58' | 50.00' | 164°32'48" | N 45°16'07" W | 99.09'
C15 | 39.27' | 25.00' | 90°00'00" | S 45°26'52" E | 35.36'
C16 | 39.27' | 25.00' | 90°00'00" | S 44°33'08" W | 35.36'
C17 | 39.14' | 25.00' | 89°41.30" | N 44°43.53" E | 35.26'
C18 | 21.03' | 25.00' | 48°11'23" | S 68°19'41" E | 20.41'
C19 | 21.03' | 25.00' | 48°11'23" | S 83°36'37" W | 20.41'
C20 | 241.18' | 50.00' | 276°22'46" | S 80°22'22" E | 66.67'
C21 | 39.40' | 25.00' | 90°18'30" | N 45°16'07" W | 35.45'
C22 | 18.32' | 25.00' | 37°33'35" | S 18°46'42" E | 18.00'
C23 | 18.32' | 25.00' | 37°33'35" | N 71°40'34" W | 18.00'
C24 | 143.53' | 50.00' | 164°28'40" | N 44°43.53" E | 99.08'
C25 | 39.14' | 25.00' | 89°41'30" | N 44°43.53" E | 35.26'
C26 | 39.14' | 25.00' | 89°41.30" | S 44°43.53" W | 35.26'
C27 | 39.43' | 25.00' | 90°22'55" | S 45°14'18" E | 35.47'
C28 | 39.11' | 25.00' | 89°37.05" | N 44°45.41" E | 35.24'
C29 | 39.43' | 25.00' | 90°22'55" | N 45°14'18" W | 35.47'
C30 | 39.11' | 25.00' | 89°37.05" | S 44°45.41" W | 35.24'
C31 | 18.19' | 25.00' | 37°05.34" | S 71°15.31" W | 17.90'
C32 | 39.43' | 25.00' | 90°22'55" | S 45°14'18" E | 35.47'
C33 | 18.19' | 25.00' | 37°05.34" | N 18°26'50" E | 17.90'
C34 | 143.80' | 50.00' | 164°32'12" | S 45°16'18" E | 99.09'
C35 | 39.40' | 25.00' | 90°18.30" | N 45°16.07" W | 35.45'
C36 | 105.39' | 175.00' | 34°30'13" | S 17°11.13" W | 103.80'
C37 | 39.52' | 25.00' | 90°17.25" | N 09°47.43" W | 34.82'
C38 | 39.43' | 25.00' | 90°22.55" | S 45°14'18" E | 35.47'
C39 | 39.11' | 25.00' | 89°37.05" | N 44°45.41" E | 35.24'
C40 | 241.18' | 50.00' | 276°22.46" | S 80°22.22" E | 66.67'
C41 | 21.03' | 25.00' | 48°11.23" | S 68°19.41" E | 20.41'
C42 | 21.03' | 25.00' | 48°11.23" | S 83°29.37" W | 20.41'
C43 | 109.18' | 125.00' | 49°20.20" | S 24°44.17" W | 124.69'
C44 | 37.70' | 12.00' | 180°00.00" | S 89°23.06" W | 24.00'
C45 | 37.70' | 12.00' | 180°00.00" | N 89°23.06" E | 24.00'
C46 | 39.17' | 25.00' | 90°16.30" | S 45°16.07" E | 49.63'
C47 | 54.79' | 35.00' | 89°41.30" | N 44°43.53" E | 49.36'
Line Table
LINE | BEARING | DISTANCE
L1 | N 89°34'38" W | 39.00'
L2 | N 00°25'22" E | 108.39'
L3 | N 89°34'38" W | 43.50'
L4 | N 45°34'38" W | 42.43'
L5 | S 89°34'38" W | 72.21'
L6 | N 89°34'38" W | 196.99'
L7 | S 89°34'38" W | 116.99'
L8 | S 89°34'38" W | 212.00'
L9 | S 89°34'38" W | 112.00'
L10 | N 45°34'38" E | 42.43'
L11 | N 45°34'38" E | 18.81'
L12 | N 89°34'38" E | 196.99'
L13 | N 89°34'38" E | 116.99'
L14 | N 89°34'38" E | 212.00'
L15 | S 89°34'38" W | 275.79'
L16 | S 89°34'38" W | 575.99'
L17 | S 00°25'22" E | 454.27'
L18 | N 89°34'38" E | 78.29'
L19 | N 89°34'38" E | 83.19'
L20 | S 89°34'38" W | 239.74'
L21 | N 89°34'38" E | 234.37'
L22 | N 89°34'38" E | 104.62'
L23 | S 89°34'38" W | 104.62'
L24 | S 89°34'38" W | 99.00'
L25 | S 89°34'38" W | 99.00'
L26 | S 89°34'38" W | 99.00'
L27 | S 89°34'38" W | 99.00'
L28 | S 89°34'38" W | 99.00'
L29 | S 89°34'38" W | 99.00'
L30 | S 89°34'38" W | 99.00'
L31 | S 89°34'38" W | 99.00'
L32 | S 89°34'38" W | 99.00'
L33 | S 89°34'38" W | 99.00'
L34 | S 89°34'38" W | 99.00'
L35 | S 89°34'38" W | 99.00'
L36 | S 89°34'38" W | 99.00'
L37 | S 89°34'38" W | 99.00'
L38 | S 89°34'38" W | 99.00'
L39 | S 89°34'38" W | 99.00'
L40 | S 89°34'38" W | 99.00'
L41 | S 89°34'38" W | 99.00'
L42 | S 89°34'38" W | 99.00'
L43 | S 89°34'38" W | 99.00'
L44 | S 89°34'38" W | 99.00'
L45 | S 89°34'38" W | 99.00'
L46 | S 89°34'38" W | 99.00'
L47 | S 89°34'38" W | 99.00'
L48 | S 89°34'38" W | 99.00'
L49 | S 89°34'38" W | 99.00'
L50 | S 89°34'38" W | 99.00'
L51 | S 89°34'38" W | 99.00'
L52 | S 89°34'38" W | 99.00'
L53 | S 89°34'38" W | 99.00'
L54 | S 89°34'38" W | 99.00'
L55 | S 89°34'38" W | 99.00'
L56 | S 89°34'38" W | 99.00'
L57 | S 89°34'38" W | 99.00'
L58 | S 89°34'38" W | 99.00'
L59 | S 89°34'38" W | 99.00'
L60 | S 89°34'38" W | 99.00'
L61 | S 89°34'38" W | 99.00'
L62 | S 89°34'38" W | 99.00'
L63 | S 89°34'38" W | 99.00'
L64 | S 89°34'38" W | 99.00'
L65 | S 89°34'38" W | 99.00'
L66 | S 89°34'38" W | 99.00'
L67 | S 89°34'38" W | 99.00'
L68 | S 89°34'38" W | 99.00'
L69 | S 89°34'38" W | 99.00'
L70 | S 89°34'38" W | 99.00'
L71 | S 89°34'38" W | 99.00'
L72 | S 89°34'38" W | 99.00'
L73 | S 89°34'38" W | 99.00'
L74 | S 89°34'38" W | 99.00'
L75 | S 89°34'38" W | 99.00'
L76 | S 89°34'38" W | 99.00'
L77 | S 89°34'38" W | 99.00'
L78 | S 89°34'38" W | 99.00'
L79 | S 89°34'38" W | 99.00'
L80 | S 89°34'38" W | 99.00'
L81 | S 89°34'38" W | 99.00'
L82 | S 89°34'38" W | 99.00'
L83 | S 89°34'38" W | 99.00'
L84 | S 89°34'38" W | 99.00'
L85 | S 89°34'38" W | 99.00'
L86 | S 89°34'38" W | 99.00'
L87 | S 89°34'38" W | 99.00'
L88 | S 89°34'38" W | 99.00'
L89 | S 89°34'38" W | 99.00'
L90 | S 89°34'38" W | 99.00'
L91 | S 89°34'38" W | 99.00'
L92 | S 89°34'38" W | 99.00'
L93 | S 89°34'38" W | 99.00'
L94 | S 89°34'38" W | 99.00'
L95 | S 89°34'38" W | 99.00'
L96 | S 89°34'38" W | 99.00'
L97 | S 89°34'38" W | 99.00'
L98 | S 89°34'38" W | 99.00'
L99 | S 89°34'38" W | 99.00'
L100 | S 89°34'38" W | 99.00'
Boundary Curve Table
CURVE | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH
B1 | 69.84' | 100.00' | S 72°38'57" E | 62.78'
B2 | 4.29' | 140.00' | S 83°57'50" E | 4.29'
B3 | 46.19' | 25.00' | N 74°51'30" E | 39.89'
B4 | 48.59' | 125.00' | N 19°14'26" E | 47.60'
B5 | 77.40' | 175.00' | S 12°22'26" W | 76.77'
Legend
BL - BUILDING SETBACK LINE
UE - UTILITY EASEMENT
ODE - OVERLAND DRAINAGE EASEMENT
- LOT STREET ADDRESS
Notes
ALL STREET RIGHTS-OF-WAY ARE DEDICATED AS PUBLIC STREETS BY THIS PLAT.
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF GLENPOOL.
Summary
SUBDIVISION CONTAINS EIGHTY-FOUR (84) LOTS IN SIX (6) BLOCKS AND FIVE (5) RESERVE AREAS
GROSS SUBDIVISION AREA: 1,240,578.7 SF / 28.62 AC
Basis of Bearings
THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-17-N, R-12-E, AS SOUTH 89°34'38" WEST.
Monumentation
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5849"
Benchmark
5/8" REBAR - 1 1/2" ALUMINUM CAP FLUSH STAMPED "333" SET NORTHEAST OF 141ST STREET SOUTH AND ELWOOD AVENUE. ELEVATION = 715.278' (NAVD 1988)
FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON
MAYOR OR VICE MAYOR
THIS APPROVAL SHALL BECOME VOID IF THE ACCEPTANCES ARE NOT ENDORSED BY THE CITY M
CITY MANAGER
THIS APPROVAL SHALL NOT IMPLY ACCEPTANCE OF ANY STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER IMPROVEMENTS ARE CONSTRUCTED AS SHOWN ON THIS PLAT
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)
I, PAT KEY, TULSA COUNTY CLERK, IN & FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE
DATED THE _____ DAY OF _____ 2018
PAT KEY, TULSA COUNTY CLERK
DEPUTY
DRAFT
FINAL
PLAT
COUNTY TREASURER STAMP
P.U.D. No. 34
Glenn Hills, Blocks 1-6
Sheet 1 of 4
March © 2018

Deed of Dedication & Restrictive Covenants

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

KNOW ALL MEN BY THESE PRESENTS:

K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION HEREINAFTER REFERRED TO AS THE OWNER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 89°34'36" WEST ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1,290.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°34'36" WEST 764.25 FEET; THENCE NORTH 00°03'17" WEST 632.40 FEET; THENCE SOUTH 89°34'36" WEST 220.00 FEET; THENCE NORTH 00°03'17" WEST 67.38 FEET; THENCE NORTH 00°00'22" EAST 40.47 FEET; THENCE NORTH 00°03'17" WEST 812.76 FEET; THENCE NORTH 89°34'36" EAST 85.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 23.84 FEET, A CHORD BEARING OF SOUTH 72°34'07" EAST AND A CHORD LENGTH OF 87.78 FEET; THENCE NORTH 36°09'37" EAST 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'00" EAST AND A CHORD LENGTH OF 4.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 46.19 FEET, A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.80 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 46.99 FEET, A CHORD BEARING OF NORTH 10°54'28" EAST AND A CHORD LENGTH OF 47.00 FEET; THENCE NORTH 20°39'02" WEST 95.53 FEET TO THE SOUTH LINE OF GLENN ABBEY BLOCKS 1 THRU 12; THENCE NORTH 89°34'36" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.99 FEET; THENCE SOUTH 00°03'57" EAST 486.27 FEET; THENCE NORTH 89°34'36" EAST 176.05 FEET; THENCE SOUTH 00°25'24" EAST 20.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.40 FEET, A CHORD BEARING OF SOUTH 12°33'25" WEST AND A CHORD LENGTH OF 76.77 FEET; THENCE NORTH 89°34'36" EAST 341.85 FEET; THENCE SOUTH 47°03'36" EAST 116.14 FEET; THENCE SOUTH 00°09'52" EAST 1050.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,255,578.7 SQUARE FEET OR 28.82 ACRES.

BASIS FOR BEARING = THE SOUTH LINE OF THE SE/4 OF SECTION 12, T17N, R12E AS SOUTH 89°34'36" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 86 LOTS, 6 BLOCKS, 3 RESERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS GLENN HILLS, BLOCKS 1-6/ A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B UNDERGROUND SERVICE

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

2 ALL SUPPLY LINES IN THE SUBDIVISION, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

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

4 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE FACILITIES SO INSTALLED BY IT, THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT, DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5 THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

C WATER MAINS, SANITARY SEWERS AND STORM SEWER SERVICES

1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

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

3 THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4 THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D SURFACE DRAINAGE

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

E PAVING AND LANDSCAPING WITHIN EASEMENT

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

F OVERLAND DRAINAGE EASEMENTS

1 OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF GLENPOOL OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2 NO BUILDING STRUCTURE, WALL, FENCE OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF GLENPOOL.

3 THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4 IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF GLENPOOL OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT. SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

G STORM WATER DETENTION

1 THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PURPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2 DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.

3 DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4 IN THE EVENT THE HOMEOWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION.

5 IN THE EVENT THE HOMEOWNERS ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION **PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.**

6 A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

H RESERVE AREAS 'A' & 'UE' AND 'B' & 'UE'

RESERVE AREAS 'A' & 'UE' AND 'B' & 'UE' ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, OPEN SPACE, RECREATION, AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

I RESERVE AREA 'C' & UE

RESERVE AREA 'C' & UE IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING UTILITY EASEMENT, OPEN SPACE AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

J RESERVE AREAS 'D' AND 'E'

RESERVE AREAS 'D' AND 'E' ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING FENCE AND LANDSCAPE EASEMENT, LANDSCAPING, ENTRY FEATURES AND WALLS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GLENN HILLS" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 34), AS PROVIDED WITHIN SECTION 100 OF TITLE, GLENPOOL REVISED ORDINANCES, AS THE SAME EXISTED ON DECEMBER 13, 2016 (HEREINAFTER THE "GLENPOOL ZONING CODE"); AND

WHEREAS PUD NO. 34 WAS AFFIRMATIVELY RECOMMENDED BY THE GLENPOOL PLANNING COMMISSION ON NOVEMBER 14, 2016 AND APPROVED BY THE GLENPOOL CITY COUNCIL ON DECEMBER 13, 2016 (PUD ORDINANCE 728); AND

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

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS AND THE CITY OF GLENPOOL, OKLAHOMA; AND

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

GROSS LAND AREA	28.82 ACRES (1,255,578.7 SQUARE FEET)
EXISTING ZONING	PUD NO. 34 / RS-4

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

PERMITTED USES

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

MINIMUM LOT WIDTH	65 FEET
MINIMUM LOT AREA	7,800 SQUARE FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	20 FEET
MINIMUM REAR YARD SETBACK FROM ARTERIAL STREET	30 FEET
MINIMUM SIDE YARD SETBACK	5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES, WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THIS EASEMENT. FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AIR CONDITIONING PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 7' SIDE YARD.

MINIMUM DWELLING SIZE	MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA
MAXIMUM STRUCTURE HEIGHT	35 FEET
ALL OTHER YARDS ABUTTING A PUBLIC STREET	15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED

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

SECTION III. PRIVATE RESTRICTIONS

USES OF LAND

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

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

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

4 **ANIMALS** NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD, DOMESTIC PETS AND THE SUCKLING YOUNG OF SAID ANIMALS PROVIDED HOWEVER THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT EXCESSIVE BARKING BY ANY DOG SHALL IN THE SOLE OPINION OF THE DECLARANT OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE LEVIED BY THE ASSOCIATION IN AN AMOUNT DETERMINED BY THE ASSOCIATION IN ACCORDANCE WITH ITS ESTABLISHED RULES AND REGULATIONS (NOT TO EXCEED $100 00 PER DAY) AND/OR TO SUCH OTHER ACTIONS AS THE ASSOCIATION MAY DETERMINE APPROPRIATE THE AMOUNT OF SUCH FINE IF NOT PAID BY ITS DUE DATE SHALL BECOME A LIEN UPON THE OWNER S LOT AND SUBJECT TO ENFORCEMENT AND FORECLOSURE AS SET FORTH IN ARTICLE V HEREOF ANIMALS SHALL NOT BE KEPT BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES WHENEVER IN THE OPINION OF THE DECLARANT OR BOARD OF DIRECTORS OR AUTHORIZED COMMITTEE OF THE ASSOCIATION AN ANIMAL IS DEEMED OFFENSIVE TO SURROUNDING PROPERTY OWNERS AND/OR A NUISANCE TO THE PUBLIC THE OWNER OF SUCH ANIMAL SHALL REMEDY SUCH EXCESSIVE NOISE OR NUISANCE WITHIN FORTY EIGHT (48) HOURS FROM THE DATE NOTICE (ORAL OR WRITTEN) IS DELIVERED TO SUCH OWNER BY THE DECLARANT OR THE ASSOCIATION ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH ANIMAL SHELTERS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN NO EXOTIC ANIMALS SHALL BE PERMITTED ON ANY LOT OR THE COMMON AREAS PROVIDED HOWEVER, DOMESTIC PETS SHALL BE PERMITTED WITHIN THE COMMON AREAS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION UNLEASHED ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE COMMON AREA ANY PARK AREAS OR RESERVE AREAS AND AT THE OPTION OF THE DECLARANT OR THE ASSOCIATION STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN

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

6 **WIND GENERATORS; SOLAR COLLECTORS** NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON THE COMMON AREA OR ANY OTHER RESERVE FURTHER NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT OR RESIDENCE THEREON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT OR THE ASSOCIATION IN ADVANCE OF ITS INSTALLATION

7 **CLOTHES LINES** THE DRYING OF CLOTHES ON ANY LOT IN PUBLIC VIEW IS PROHIBITED

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

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

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

ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

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

(A) DWELLING SIZE ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1 400 SQUARE FEET SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE EXCLUSIVE OF PORCHES PATIOS AND GARAGES IN THE EVENT OF A DWELLING HAVING MORE THAN ONE (1) STORY THERE SHALL BE A MINIMUM OF 1 800 SQUARE FEET OF FLOOR SPACE WITH A MINIMUM OF 1 400 SQUARE FEET ON THE FIRST STORY EXCLUSIVE OF PORCHES PATIOS AND GARAGES

(B) MASONRY ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE REMAINING EXTERIOR WALLS (UP TO THE FIRST FLOOR PLATE LINE) THEREOF COMPRISED OF BRICK STONE OR MASONRY SIDING PROVIDED, HOWEVER THAT THE AREA OF ALL WINDOWS COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS IN PARTICULAR CASES THE DECLARANT RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE

(C) GARAGES ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR CARPORTS SHALL NOT BE PERMITTED

(D) PATIO ROOF ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN SHINGLE COLOR AND MATERIALS AS THE RESIDENCE

(E) DRIVEWAYS ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) FEET IN WIDTH

(F) MAILBOXES ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH A WRITTEN PLAN/DIAGRAM AND SPECIFICATIONS TO BE APPROVED BY DECLARANT PRIOR TO CONSTRUCTION

(G) ROOF PITCH MATERIALS ROOF PITCH SHALL BE A MINIMUM OF 6/12/ PITCH AND ROOF MATERIALS SHALL BE HERITAGE II OR COMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE DECLARANT PRIOR TO INSTALLATION

(H) SODDING LANDSCAPING THE FRONT BACK AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE

(I) HEATING AND AIR CONDITIONING REQUIREMENTS ALL RESIDENCES IN GLENN HILLS SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR SYSTEMS NO PORTABLE WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED

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

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

(a) THE DECLARANT RESERVES THE RIGHT AND EASEMENT IN ITS SOLE DISCRETION TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION

(b) IN THE EVENT A SIDE OR REAR FENCE IS CONSTRUCTED ADJACENT TO A RESERVE AREA THE OWNERS OF SUCH LOTS SHALL CONSTRUCT A WOODRAIL WITH ATTACHED BLACK COATED CHAINLINK FENCE ALONG SUCH SIDE AND/OR REAR YARD(S) WHICH ABUTS A RESERVE

(c) THE DECLARANT IN ITS SOLE DISCRETION RESERVES THE RIGHT AND EASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE HOMEOWNER S ASSOCIATION

(d) ALL OTHER FENCES SHALL BE A WOOD PRIVACY EXCEPT THE DECLARANT MAY IN ITS SOLE DISCRETION APPROVE IN WRITING THE USE OF AN ALTERNATIVE FENCING MATERIAL ON A CASE BY CASE BASIS NO BARBED WIRE MESHED OR OTHER METAL FENCING IS ALLOWED IN ANY AREA OF THE SUBDIVISION NO FENCE OVER SIX FEET (6) TALL IS PERMITTED UNLESS APPROVED BY THE DECLARANT IN WRITING FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT EXTEND BEYOND SEVEN AND ONE HALF (7 5) FEET FROM THE EXTERIOR SIDELINES AND SHALL BE WOOD PRIVACY FENCING

(e) ALL FENCING SHALL BE APPROVED BY THE DECLARANT IN WRITING PRIOR TO ITS CONSTRUCTION PROVIDED HOWEVER UPON THE TRANSFER OF A LOT TO AN OWNER OCCUPANT THE CONSTRUCTION REPAIR OR REPLACEMENT OF ANY FENCE AND THE MATERIALS USED THEREFOR UPON SUCH LOT SHALL BE APPROVED BY THE ASSOCIATION IN WRITING PRIOR TO SUCH CONSTRUCTION REPAIR OR REPLACEMENT ALL FENCES WITHIN GLENN HILLS SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF THE DECLARANT RESERVES THE RIGHT BUT SHALL NOT BE OBLIGATED TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE DECLARANT IN ITS SOLE DISCRETION BELIEVES TO BE REASONABLE AND APPROPRIATE AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF

4 **OUTBUILDINGS** NO PORTABLE STORAGE OR OTHER OUT BUILDINGS ARE ALLOWED

5 **ANTENNAE** NO TELEVISION RADIO OR OTHER ANTENNAE OR RECEPTION DEVICES OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DECLARANT SATELLITE DISHES PERMITTED HEREIN SHALL BE INSTALLED AND MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM STREETS IN FRONT OF SAID STRUCTURE

6 **NOISE POLLUTION** EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE FAMILY RESIDENCES AS MAY BE REQUIRED BY THE CITY OF GLENPOOL OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY

PARKING, STORAGE AND EASEMENTS

1 **VEHICLES, BOATS, RVS** NO VEHICLE MOTORCYCLE MOTOR BIKE CAMPER TRAILER OR BOAT WHETHER OR NOT OPERABLE (COLLECTIVELY REFERRED TO AS VEHICLES") SHALL BE KEPT PARKED STOOD OR STORED ON ANY RESIDENTIAL LOT FOR MORE THAN FORTY EIGHT (48) HOURS DURING ANY SEVENTY TWO (72) HOUR PERIOD EXCEPT IN A GARAGE OR OTHERWISE COMPLETELY SCREENED FROM VIEW OF NEIGHBORING LOTS STREETS OR OTHER PROPERTY BY PRIVACY FENCING NOT TO EXCEED 6 FEET IN HEIGHT VEHICLES SHALL NOT BE KEPT PARKED OR STOOD ON THE YARD RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET NOR IN ANY OTHER MANNER WHICH IMPAIRS OR IMPEDES SIDEWALK USE IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF VEHICLES

3 **EASEMENTS** THE DECLARANT RESERVES FOR ITSELF FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE CONSTRUCT ERECT AND MAINTAIN OR CAUSE TO BE LOCATED CONSTRUCTED ERECTED AND MAINTAINED IN AND ON THE AREAS INDICATED ON THE PLAT AS EASEMENTS SEWER AND OTHER PIPELINES CONDUITS POLES AND WIRES AND ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY QUASI PUBLIC UTILITY OR FUNCTION ABOVE OR BENEATH THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND MAINTENANCE THE OWNER OF ANY LOT ABUTTING THE COMMON AREA AND WHO MUST IN ORDER TO AVAIL HIMSELF OF UTILITIES ENTER AND/OR CROSS THE COMMON AREA SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLD DECLARANT AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY PROVIDED WHERE NECESSARY FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE PARTY WALL OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNER S LOT THE PROCEDURES SET FORTH IN ARTICLE VI PARAGRAPH 5 ABOVE SHALL APPLY

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

RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

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

SIGNS AND BILLBOARDS

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

DECLARANT'S RESERVED RIGHTS

1 **GENERAL** IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DECLARANT OR GRANTED TO DECLARANT UNDER THE PROVISIONS OF THE GLENN HILLS DEED OF DEDICATION OR THIS DECLARATION DECLARANT SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE THE DECLARANT'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FORM AND AFTER SUCH TIME AS DECLARANT IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE DECLARANT SHALL VEST IN THE ASSOCIATION PROVIDED HOWEVER NOTHING SHALL PROHIBIT THE DECLARANT FROM TRANSFERRING ANY OF DECLARANT'S RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO DECLARANT BEING DIVESTED OF TITLE TO ALL LOTS AND OTHER PROPERTY WITH GLENN HILLS ALL AS DECLARANT AND THE ASSOCIATION SHALL MUTUALLY AGREE BY EXPRESS WRITTEN AGREEMENT

2 **PROMOTION OF GLENN HILLS** IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN GLENN HILLS (A) DECLARANT SHALL HAVE THE RIGHT AND POWER WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS DECLARANT OWNS ANY LOT TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS OR TO DO SUCH ACTS OR OTHER THINGS IN ON OR TO SUCH PROPERTY AS DECLARANT MAY DETERMINE TO BE NECESSARY INCLUDING WITHOUT LIMITATION THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES SALES OR LEASING OFFICES PARKING AREAS ADVERTISING SIGNS LIGHTING AND BANNERS OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DECLARANT MAY DEEM ADVISABLE, AND (B) DECLARANT AND ITS RESPECTIVE GUESTS AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE

3 **CONSTRUCTION ON PROPERTY WITHIN THE ADDITION** DECLARANT IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN GLENN HILLS AS DECLARANT DEEMS TO BE NECESSARY OR APPROPRIATE THE DECLARANT MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS DECLARANT MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DECLARANT MAY REQUIRE DECLARANT AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS EGRESS AND PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER

4 **OTHER RIGHTS** DECLARANT SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING GLENN HILLS WHICH DECLARANT DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DECLARANT UNDER THIS DECLARATION INCLUDING BUT NOT LIMITED TO, THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE DECLARANT'S CHOICE INCLUDING WITHOUT LIMITATION THE ASSOCIATION TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE DECLARANT

5 **ENFORCEMENT** THE DECLARANT, ASSOCIATION OR ANY OWNER WHETHER ACTING JOINTLY OR SEVERALLY SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING AT LAW OR IN EQUITY ALL RESTRICTIONS CONDITIONS COVENANTS RESERVATIONS LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION PROVIDED HOWEVER THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY CONDITION, COVENANT RESTRICTION RESERVATION LIEN OR CHARGE THROUGH LEGAL PROCEEDINGS OR OTHERWISE FAILURE BY THE DECLARANT ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER

6 **REMEDIES** IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS CONDITIONS OR RESTRICTIONS HEREIN THE DECLARANT ASSOCIATION AND ANY OWNER SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS FEES EXPENSES AND COSTS

7 **VARIANCE** THE DECLARANT IN ITS SOLE AND REASONABLE DISCRETION SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED BY THESE COVENANTS CONDITIONS AND RESTRICTIONS AND TO WAIVE OR VARY THESE COVENANTS CONDITIONS AND RESTRICTIONS BASED UPON CONDITIONS PECULIAR TO AN OWNER S PARTICULAR LOT OR CIRCUMSTANCES UNTIL SUCH TIME AS THE DECLARANT HAS SOLD ALL OF ITS LOTS IN GLENN HILLS THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT SUCH APPROVAL WAIVER OR VARIANCE UPON THE PRIOR WRITTEN CONSENT OF THE DECLARANT PROVIDED HOWEVER ANY VARIANCE GRANTED BY THE DECLARANT OR THE ASSOCIATION SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH VARIANCE CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN GLENN HILLS SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY THE DECLARANT SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN IN LAW OR IN EQUITY

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

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

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

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

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

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

(A) SPECIAL AMENDMENT THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DECLARANT AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DECLARANT BELIEVES IN ITS REASONABLE JUDGMENT HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS IN FURTHERANCE OF THE FOREGOING A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DECLARANT TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER EACH DEED MORTGAGE OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF AND CONSENT TO THE RESERVATION OF THE POWER TO DECLARANT TO MAKE EXECUTE AND RECORD SUCH AMENDMENTS THE RIGHT AND POWER OF THE DECLARANT TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS DECLARANT HAS SOLD ALL OF ITS LOTS IN GLENN HILLS [PUD]

(B) GENERAL AMENDMENTS UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP (I) THE PROVISIONS OF THIS PARAGRAPH 9 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DECLARANT MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DECLARANT NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION

DRAFT FINAL PLAT

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

K & S DEVELOPMENTS, INC.
AN OKLAHOMA CORPORATION

BY _____
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS XXXXX DAY OF XXXXXXXX, 2018, PERSONALLY APPEARED STEVE MURPHY TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH

_____
XXXXXXXXXXXXXXX
MY COMMISSION EXPIRES XX/XX/XXX
MY COMMISSION NUMBER XXXXXXX

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #6846, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "GLENN HILLS, BLOCKS 1-6", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

_____
ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

Notary Public Oklahoma
OFFICIAL SEAL
JENNIFER FRITZ

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS XXXXX DAY OF XXXXXX, 2018, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH

_____
JENNIFER FRITZ
MY COMMISSION EXPIRES 9/23/2018
MY COMMISSION NUMBER 14003589

DRAFT FINAL PLAT

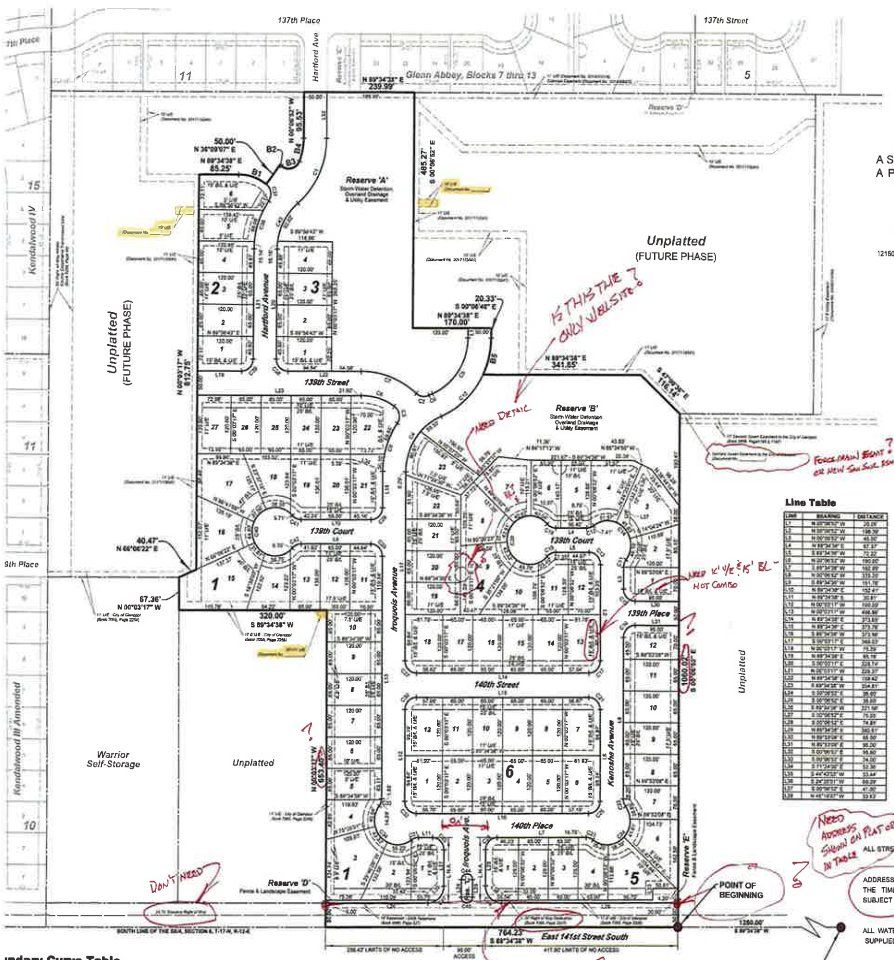
P.U.D. No. 34
Glenn Hills, Blocks 1-6
Sheet 4 of 4
March 6, 2018

Glenn Hills

Blocks 1-6

Planned Unit Development No. 34

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE/4 OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.



Location Map

SCALE: 1"=2000'

N

Scale: 1" = 100'

0 50 100 200

Owner / Developer

K & S DEVELOPMENTS, INC.
12150 EAST 96TH STREET NORTH, SUITE D
OWASSO, OK 74055
PHONE: (916) 274-0406
MR. PETE KOURTIS

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (916) 809-8253
shale@engineeredbydesign.pro
C.A. # 7665 EXPIRES 6-30-2018

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (916) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2018

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	151.63	175.00	49°39'44"	N 24°42'30" E	146.93
C2	29.00	25.00	66°34'38"	S 82°29'58" E	27.44
C3	40.15	25.00	92°01'04"	N 11°25'16" W	35.97
C4	146.29	125.00	67°00'03"	S 33°27'45" W	138.09
C5	146.38	125.00	67°05'38"	N 33°25'57" E	138.16
C6	8.46	175.00	2°46'13"	S 65°35'40" W	8.46
C7	130.92	182.00	41°12'53"	N 69°48'56" W	128.11
C8	76.01	132.00	32°59'34"	N 73°53'35" W	74.96
C9	105.81	175.00	34°38'33"	S 17°15'39" W	104.21
C10	127.52	175.00	41°45'06"	N 46°06'12" E	124.72
C11	16.20	25.00	37°07'10"	S 18°39'43" W	15.91
C12	16.20	25.00	37°07'10"	N 71°01'03" E	15.91
C13	39.40	25.00	90°18'30"	N 45°16'07" W	35.45
C14	143.59	50.00	164°32'49"	N 45°16'07" W	99.09
C15	39.27	25.00	90°00'00"	S 45°06'53" E	35.36
C16	39.27	25.00	90°00'00"	S 44°53'06" W	35.36
C17	39.14	25.00	89°41'30"	N 44°43'53" E	35.26
C18	21.03	25.00	48°11'23"	S 66°28'57" W	20.41
C19	21.03	25.00	48°11'23"	S 66°28'57" W	20.41
C20	241.19	50.00	276°22'46"	S 00°25'22" E	66.67
C21	39.49	25.00	90°18'30"	N 45°16'07" W	35.45
C22	16.32	25.00	37°23'35"	S 18°48'40" E	16.03
C23	16.32	25.00	37°23'35"	N 71°43'24" W	16.03
C24	143.53	50.00	164°28'40"	N 44°43'53" E	99.08
C25	39.14	25.00	89°41'30"	N 44°43'53" E	35.26
C26	39.14	25.00	89°41'30"	S 44°43'53" W	35.26
C27	39.43	25.00	90°22'05"	S 45°14'19" E	35.47
C28	39.11	25.00	89°37'55"	N 44°45'40" E	35.24
C29	39.43	25.00	90°22'05"	N 45°14'19" W	35.47
C30	39.11	25.00	89°37'55"	S 44°45'41" W	35.24
C31	16.18	25.00	37°05'34"	S 71°01'51" W	15.90
C32	39.43	25.00	90°22'05"	S 45°14'19" E	35.47
C33	16.18	25.00	37°05'34"	N 18°29'30" E	15.90
C34	143.60	50.00	164°32'12"	S 45°14'19" E	99.09
C35	39.40	25.00	90°18'30"	N 45°16'07" W	35.45
C36	105.39	175.00	34°30'19"	S 17°11'52" W	103.80
C37	38.52	25.00	88°17'29"	N 09°41'42" W	34.82
C38	39.43	25.00	90°22'05"	S 45°14'19" E	35.47
C39	39.11	25.00	89°37'55"	N 44°45'41" E	35.24
C40	241.19	50.00	276°22'46"	S 00°25'22" E	66.67
C41	21.03	25.00	48°11'23"	S 66°19'41" E	20.41
C42	21.03	25.00	48°11'23"	S 66°28'57" W	20.41
C43	108.18	125.00	49°35'09"	S 24°44'17" W	104.83
C44	37.70	12.00	180°00'00"	S 89°53'06" W	24.00
C45	37.70	12.00	180°00'00"	N 89°53'06" E	24.00
C46	55.17	35.00	90°18'30"	S 45°16'07" E	49.63
C47	54.78	35.00	89°41'30"	N 44°43'53" E	49.36

Line Table

LINE	BEARING	DISTANCE
L1	N 89°38'52" W	25.00
L2	N 89°38'52" W	198.39
L3	N 00°08'52" W	65.00
L4	N 89°34'38" E	67.37
L5	S 89°34'38" W	72.22
L6	N 00°08'52" W	190.00
L7	S 89°34'38" W	192.89
L8	N 00°08'52" W	333.39
L9	S 89°34'38" W	151.16
L10	N 89°34'38" E	152.47
L11	N 89°34'38" E	30.87
L12	N 00°03'17" W	190.00
L13	N 00°03'17" W	498.86
L14	N 89°34'38" E	373.83
L15	N 89°34'38" E	373.78
L16	S 89°34'38" W	373.98
L17	S 00°03'17" E	348.63
L18	N 00°03'17" W	75.29
L19	N 89°34'38" E	65.18
L20	S 00°03'17" E	228.74
L21	N 00°03'17" W	229.37
L22	N 89°34'38" E	199.42
L23	S 89°34'38" W	204.81
L24	S 00°08'52" E	38.60
L25	S 00°08'52" E	38.60
L26	S 89°34'38" W	371.98
L27	S 00°08'52" E	75.00
L28	S 00°08'52" E	74.89
L29	N 89°34'38" E	360.67
L30	N 89°34'38" E	65.00
L31	N 89°34'38" E	95.00
L32	S 00°08'52" E	95.00
L33	S 00°08'52" E	34.00
L34	S 71°34'38" E	52.38
L35	S 44°43'53" W	53.44
L36	S 26°35'11" W	69.29
L37	S 00°08'52" E	41.00
L38	N 45°16'07" W	33.93

Notes

ALL STREET RIGHTS-OF-WAY ARE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF GLENPOOL.

Summary

SUBDIVISION CONTAINS EIGHTY-FOUR (84) LOTS IN SIX (6) BLOCKS AND FIVE (5) RESERVE AREAS

GROSS SUBDIVISION AREA: 1,255,578.7 SF / 28.82 AC ?

Basis of Bearings

THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-17-N, R-12-E, AS SOUTH 89°34'38" WEST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848"

Benchmark

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "533", SET NORTHEAST OF 141ST STREET SOUTH AND ELWOOD AVENUE. ELEVATION = 715.276' (NAVD 1988)

Legend

B/L – BUILDING SETBACK LINE
U/E – UTILITY EASEMENT
OD/E – OVERLAND DRAINAGE EASEMENT
– LOT STREET ADDRESS ?

ndary Curve Table

E	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
	63.84'	100.00'	S 72°08'07" E	62.76'
	4.29'	150.00'	S 53°01'50" E	4.29'
	46.19'	25.00'	N 74°51'30" E	39.89'
	48.09'	125.00'	N 10°54'28" E	47.80'
	77.40'	175.00'	S 12°33'25" W	76.77'

FINAL PLAT

CERTIFICATE OF APPROVAL

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

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GL COUNCIL ON

CHAIRPERSON, VICE CHAIRPERSON OR VICE MA

THIS APPROVAL SHALL NOT BE THE ABOVE DEDICATIONS ARE NOT E THE CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED AS THE CITY OF GLENPOOL SEWERS, STORM DRAINAGE OR OTHER DEDICATIONS ARE CONS SHOWN ON THIS PLAT.

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, PAT KEY, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND S NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE A COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2018

PAT KEY, TULSA COUNTY CLERK

DEPUTY

COUNTY TREASURER STAMP

DRAFT FINAL PLAT

Glenn Abbey, Blocks 7 thru 13

Reserve 'A' Storm Water Detention, Overland Drainage & Utility Easement

Reserve 'B' Storm Water Detention, Overland Drainage & Utility Easement

Reserve 'D' Fence & Landscape Easement

Reserve 'E' Fence & Landscape Easement

Unplatted (FUTURE PHASE)

Warrior Self-Storage

Kendalwood IV

Kendalwood III Amended

Hartford Ave

Iroquois Avenue

Kenosha Avenue

139th Street

139th Court

140th Street

140th Place

East 141st Street South

POINT OF BEGINNING

POINT OF COMMENCEMENT SOUTHEAST CORNER SECTION 12, T-17-N, R-12-E

IS THIS THE ONLY WELSTE?

NEED DETAIL

FORCE MAIN BENT? OR NEW SAN SUR ROW?

NEED 1' U/E & 15' BL - NOT COMBO

DON'T NEED

NEED ADDRESS SHOWN ON PLAT OR IN TABLE

PLAT BOUNDARY?

Deed of Dedication & Restrictive Covenants

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

W ALL MEN BY THESE PRESENTS

S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE OWNER, IS THE OWNER OF THE FOLLOWING CRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT

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

MMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE OF SAID SE/4 A ANCE OF 1280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°34'38" WEST 764.23 FEET, NCE NORTH 00°03'17" WEST 853.42 FEET; THENCE SOUTH 89°34'38" WEST 320.00 FEET, THENCE NORTH 00°03'17" WEST 87.36 FEET, THENCE TH 66°06'22" EAST 40.47 FEET; THENCE NORTH 00°03'17" WEST 812.75 FEET, THENCE NORTH 89°34'38" EAST 85.25 FEET TO A POINT OF VATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 63.84 FEET, A CHORD BEARING OF SOUTH 8'07" EAST AND A CHORD LENGTH OF 62.76 FEET, THENCE NORTH 36°09'07" EAST 50.00 FEET, THENCE SOUTHEASTERLY ALONG A CURVE TO RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'50" EAST AND A CHORD LENGTH 1.28 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 9 FEET, A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.89 FEET TO A POINT OF COMPOUND CURVATURE, THENCE THEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 48.09 FEET, A CHORD BEARING OF NORTH 4'28" EAST AND A CHORD LENGTH OF 47.80 FEET, THENCE NORTH 00°06'52" WEST 95.53 FEET TO THE SOUTH LINE OF GLENN ABBEY BLOCKS 7 U 13; THENCE NORTH 89°34'38" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.99 FEET, THENCE SOUTH 00°06'52" EAST 485.27 FEET, NCE NORTH 89°34'38" EAST 170.00 FEET, THENCE SOUTH 00°06'48" EAST 20.33 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY NG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.40 FEET, A CHORD BEARING OF SOUTH 12°33'26" WEST A CHORD LENGTH OF 76.77 FEET, THENCE NORTH 89°34'38" EAST 341.85 FEET, THENCE SOUTH 47°08'36" EAST 118.14 FEET, THENCE SOUTH 6'52" EAST 1060.02 FEET TO THE POINT OF BEGINNING

TRACT OF LAND CONTAINS 1,255,578.7 SQUARE FEET OR 28.83 ACRES

IS FOR BEARING - THE SOUTH LINE OF THE SE/4 OF SECTION 12, T17N, R12E AS SOUTH 89°34'38" WEST

HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 86 LOTS, 6 BLOCKS, 5 ERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GLENN HILLS, CKS 1-6", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA

SECTION I. STREETS, EASEMENTS AND UTILITIES

PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

UNDERGROUND SERVICE

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

ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS

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

THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT

THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES

WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION

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

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS

4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY

D. SURFACE DRAINAGE

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

E. PAVING AND LANDSCAPING WITHIN EASEMENT

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

F. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF GLENPOOL OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES
2. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF GLENPOOL
3. THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY
4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF GLENPOOL OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL

G. STORM WATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA
3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS

   THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER

   THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION
5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS
6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA

H. RESERVE AREAS "A" & U/E AND "B" & U/E

RESERVE AREAS "A" & U/E AND "B" & U/E ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, OPEN SPACE, RECREATION, AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF

I. RESERVE AREA "C" & U/E

RESERVE AREA "C" & U/E IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING UTILITY EASEMENT, OPEN SPACE, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF

J. RESERVE AREAS "D" AND "E"

RESERVE AREAS "D" AND "E" ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING FENCE AND LANDSCAPE EASEMENT, LANDSCAPING, ENTRY FEATURES AND WALLS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GLENN HILLS" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 34), AS PROVIDED W SECTION 100 OF TITLE, GLENPOOL REVISED ORDINANCES, AS THE SAME EXISTED ON DECEMBER 13, 2016, (HEREINAFTER THE "GLEN ZONING CODE"), AND

WHEREAS PUD NO. 34 WAS AFFIRMATIVELY RECOMMENDED BY THE GLENPOOL PLANNING COMMISSION ON NOVEMBER 14, 2016 APPROVED BY THE GLENPOOL CITY COUNCIL ON DECEMBER 13, 2016 (PUD ORDINANCE 728), AND

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

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO IN ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENI OKLAHOMA, AND

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

GROSS LAND AREA	28.82 ACRES (1,255,578.7 SQUARE FEET)
EXISTING ZONING	PUD NO. 34 / RS-4

GLENN HILLS NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN GLENN HILLS, BLOCKS 1-6

PERMITTED USES

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

MINIMUM LOT WIDTH	65 FEET
MINIMUM LOT AREA	7,800 SQUARE FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	20 FEET
MINIMUM REAR YARD SETBACK FROM ARTERIAL STREET	30 FEET
MINIMUM SIDE YARD SETBACK	5 FEET

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

MINIMUM DWELLING SIZE	MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA
MAXIMUM STRUCTURE HEIGHT	35 FEET
ALL OTHER YARDS ABUTTING A PUBLIC STREET	15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED

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

SECTION III. PRIVATE RESTRICTIONS

USES OF LAND

1. LOT USE. ALL RESIDENTIAL LOTS OF GLENN HILLS SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES SUBJECT TO THE TE CONDITIONS AND PROVISIONS OF [PUD], WHICH ARE THE USES PERMITTED BY RIGHT OR SPECIAL EXCEPTION IN RS-4 ZONING DISTR NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE, AND NO BUSINESS OR BUILDIN ANY KIND WHATSOEVER SHALL BE ERECTED OR MAINTAINED THEREON, EXCEPT SINGLE-FAMILY RESIDENCES. PROVIDED, AN OWNER UTILIZE A "HOME OFFICE" FOR BUSINESS PURPOSES AS LONG AS BUSINESS VISITORS, GUESTS, AND CUSTOMERS DO NOT VISIT OWNER'S LOT, AND COMMERCIAL VEHICLES DO NOT REGULARLY DELIVER SUPPLIES OR MATERIALS AND SUCH BUSINESS ACTIVITIES CONDUCTED IN A MANNER WHICH DOES NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF SURROUNDING OWN PROVIDED, HOWEVER, THE DECLARANT MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTA (INCLUDING A TEMPORARY PARKING LOT) BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DECLARANT'S SOLE DISCRETION. NO LOT BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTE ERECTED OR PERMITTED TO REMAIN ON ANY LOT, WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPE BUILDING CODE IDENTIFIED BY THE DECLARANT MAY BE MOVED ONTO A LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE AS A RESIDENCE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN GLENN HILLS, EXCEPT THAT THE DECLARANT O DESIGNEE(S) MAY USE A MOBILE HOME AS A TEMPORARY SALES OFFICE
2. RESERVE AREA. "RESERVE AREA", AS REFLECTED ON THE RECORDED PLAT OF GLENN HILLS, SHALL BE USED AS COMMON AREA ONLY COMMON AREA HAS BEEN GRANTED BY DECLARANT AS A PERPETUAL EASEMENT FOR THE PURPOSES OF PEDESTRIAN ACCESS, AREA, ROADWAYS, PARK AREA AND RELATED AMENITIES, AND FOR PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF S WATER RUNOFF FROM THE LOTS WITHIN GLENN HILLS AND SUBDIVISIONS WITHIN GLENN HILLS [PUD]. DRAINAGE FACILITIES CONSTRU IN SAID COMMON AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL AND PLANS SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF GLENPOOL. SAID DRAINAGEWAY AREA AND FACILITIES SHA MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL. IN THE EVENT ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGEWAY AREA AND FACILITIES, THE CITY OF GLEN MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE ASSESS THE SAME MANNER AS SPECIAL ASSESSMENTS AGAINST ALL MEMBERS OF THE ASSOCIATION. ALL LOT OWNERS WITHIN EACH PHAS GLENN HILLS [PUD] SHALL HAVE ACCESS TO THE PARK AREA, PLAYGROUND EQUIPMENT, SWIMMING POOL AND CLUBHOUSE WITHIN COMMON AREA OF EACH PHASE OF THE GLENN HILLS [PUD]. ACCESS BY ANY LOT OWNER WITHIN ANY PHASE OF THE GLENN HILLS [PU A PARTICULAR COMMON AREA OF THE GLENN HILLS [PUD] SHALL BE SUBJECT NOT ONLY TO MEMBERSHIP IN THE ASSOCIATION, BUT TO PAYMENT OF THE ASSESSMENTS (INCLUDING SPECIAL ASSESSMENTS) DESCRIBED IN ARTICLE V HEREOF

DRAFT FINAL PLAT

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

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

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

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

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

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

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

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

ITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

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

). DWELLING SIZE. ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,400 SQUARE FEET. SQUARE FOOTAGE IALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. IN THE EVENT OF A DWELLING HAVING ORE THAN ONE (1) STORY, THERE SHALL BE A MINIMUM OF 1,800 SQUARE FEET OF FLOOR SPACE WITH A MINIMUM OF 1,400 SQUARE ET ON THE FIRST STORY, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

). MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE REMAINING EXTERIOR WALLS (UP TO THE FIRST OOR PLATE LINE) THEREOF COMPRISED OF BRICK, STONE OR MASONRY SIDING; PROVIDED, HOWEVER, THAT THE AREA OF ALL INDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE REA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE DECLARANT RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR TERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

). GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD ZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.

). PATIO ROOF. ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE OOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

). DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS IAN SIXTEEN (16) FEET IN WIDTH.

). MAILBOXES. ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE ITH A WRITTEN PLAN/DIAGRAM AND SPECIFICATIONS TO BE APPROVED BY DECLARANT PRIOR TO CONSTRUCTION.

). ROOF PITCH; MATERIALS. ROOF PITCH SHALL BE A MINIMUM OF 8/12/ PITCH AND ROOF MATERIALS SHALL BE HERITAGE II OR OMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY, AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE ECLARANT PRIOR TO INSTALLATION.

). SODDING, LANDSCAPING. THE FRONT, BACK AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF IE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON OMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.

HEATING AND AIR CONDITIONING REQUIREMENTS. ALL RESIDENCES IN GLENN HILLS SHALL BE CONSTRUCTED WITH CENTRAL EAT AND AIR SYSTEMS. NO PORTABLE, WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED.

D WARRANTY AS TO PLANS: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL NOT BE LIABLE FOR ANY PPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY PLANS OR SPECIFICATIONS HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS HALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DECLARANT IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DECLARANT DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DECLARANT, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT CODES, COVENANTS AND RESTRICTIONS IMPOSED UPON GLENN HILLS.

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

(a) THE DECLARANT RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION, TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION, WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION.

(b) IN THE EVENT A SIDE OR REAR FENCE IS CONSTRUCTED ADJACENT TO A RESERVE AREA, THE OWNERS OF SUCH LOTS SHALL CONSTRUCT A WOODRAIL WITH ATTACHED BLACK COATED CHAINLINK FENCE ALONG SUCH SIDE AND/OR REAR YARD(S) WHICH ABUTS A RESERVE.

(c) THE DECLARANT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT AND EASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

(d) ALL OTHER FENCES SHALL BE A WOOD PRIVACY EXCEPT THE DECLARANT MAY, IN ITS SOLE DISCRETION, APPROVE IN WRITING THE USE OF AN ALTERNATIVE FENCING MATERIAL ON A CASE BY CASE BASIS. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED IN ANY AREA OF THE SUBDIVISION. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE DECLARANT IN WRITING. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT EXTEND BEYOND SEVEN AND ONE-HALF (7.5') FEET FROM THE EXTERIOR SIDELINES AND SHALL BE WOOD PRIVACY FENCING.

(e) ALL FENCING SHALL BE APPROVED BY THE DECLARANT IN WRITING PRIOR TO ITS CONSTRUCTION, PROVIDED, HOWEVER, UPON THE TRANSFER OF A LOT TO AN OWNER OCCUPANT, THE CONSTRUCTION, REPAIR OR REPLACEMENT OF ANY FENCE AND THE MATERIALS USED THEREFOR UPON SUCH LOT SHALL BE APPROVED BY THE ASSOCIATION IN WRITING PRIOR TO SUCH CONSTRUCTION, REPAIR OR REPLACEMENT. ALL FENCES WITHIN GLENN HILLS SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF. THE DECLARANT RESERVES THE RIGHT, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE DECLARANT, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF.

4. OUTBUILDINGS: NO PORTABLE STORAGE OR OTHER OUT BUILDINGS ARE ALLOWED.

5. ANTENNAE: NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DECLARANT. SATELLITE DISHES PERMITTED HEREIN SHALL BE INSTALLED AND MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM STREETS IN FRONT OF SAID STRUCTURE.

6. NOISE POLLUTION: EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE-FAMILY RESIDENCES AS MAY BE REQUIRED BY THE CITY OF GLENPOOL OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY.

PARKING, STORAGE AND EASEMENTS

1. VEHICLES, BOATS, RVS: NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY RESIDENTIAL LOT FOR MORE THAN FORTY-EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT IN A GARAGE OR OTHERWISE COMPLETELY SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY BY PRIVACY FENCING NOT TO EXCEED 6 FEET IN HEIGHT. VEHICLES SHALL NOT BE KEPT, PARKED OR STOOD ON THE YARD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET, NOR IN ANY OTHER MANNER WHICH IMPAIRS OR IMPEDES SIDEWALK USE. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF VEHICLES.

3. EASEMENTS: THE DECLARANT RESERVES FOR ITSELF, FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN, OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED, IN AND ON THE AREAS INDICATED ON THE PLAT AS EASEMENTS, SEWER AND OTHER PIPELINES, CONDUITS, POLES AND WIRES, AND ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY QUASI-PUBLIC UTILITY OR FUNCTION ABOVE OR BENEATH THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND MAINTENANCE. THE OWNER OF ANY LOT ABUTTING THE COMMON AREA AND WHO MUST, IN ORDER TO AVAIL HIMSELF OF UTILITIES, ENTER AND/OR CROSS THE COMMON AREA, SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT, FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLD DECLARANT AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY, PROVIDED, WHERE NECESSARY, FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE, PARTY WALL OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNER'S LOT, THE PROCEDURES SET FORTH IN ARTICLE VI, PARAGRAPH 5 ABOVE SHALL APPLY.

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

RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

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

SIGNS AND BILLBOARDS

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

DECLARANT'S RESERVED RIGHTS

1. GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DECLARANT OR GRANTED TO DECLARANT UNDER THE PROVISIONS OF THE GLENN HILLS DEED OF DEDICATION OR THIS DECLARATION, DECLARANT SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE DECLARANT'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FORM AND AFTER SUCH TIME AS DECLARANT IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS, AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE DECLARANT SHALL VEST IN THE ASSOCIATION; PROVIDED, HOWEVER, NOTHING SHALL PROHIBIT THE DECLARANT FROM TRANSFERRING ANY OF DECLARANT'S RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO DECLARANT BEING DIVESTED OF TITLE TO ALL LOTS AND OTHER PROPERTY WITH GLENN HILLS, ALL AS DECLARANT AND THE ASSOCIATION SHALL MUTUALLY AGREE BY EXPRESS WRITTEN AGREEMENT.

2. PROMOTION OF GLENN HILLS: IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN GLENN HILLS: (A) DECLARANT SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS DECLARANT OV ANY LOT, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, ON OR TO SU PROPERTY AS DECLARANT MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINT MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIO FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DECLARANT MAY DEEM ADVISABLE, AND (B) DECLARANT AND ITS RESPECT GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN A THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

3. CONSTRUCTION ON PROPERTY WITHIN THE ADDITION: DECLARANT IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SU IMPROVEMENTS TO ANY PROPERTY WITHIN GLENN HILLS AS DECLARANT DEEMS TO BE NECESSARY OR APPROPRIATE. THE DECLAR MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS DECLARANT MAY WISH AND SUBJECT SUCH LIMITATION AND CONDITION AS DECLARANT MAY REQUIRE. DECLARANT AND ITS RESPECTIVE AGENTS AND CONTRACTORS SH HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT A MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

4. OTHER RIGHTS: DECLARANT SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THIN AFFECTING GLENN HILLS WHICH DECLARANT DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS DECLARANT UNDER THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE DECLARAN CHOICE INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION, TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE DECLARA

5. ENFORCEMENT: THE DECLARANT, ASSOCIATION, OR ANY OWNER, WHETHER ACTING JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHAR NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION; PROVIDED, HOWEVER, THE DECLARANT AND THE ASSOCIAT SHALL NOT BE OBLIGATED TO ENFORCE ANY CONDITION, COVENANT, RESTRICTION, RESERVATION, LIEN OR CHARGE THROUGH LE PROCEEDINGS OR OTHERWISE. FAILURE BY THE DECLARANT, ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

6. REMEDIES: IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, DECLARANT, ASSOCIATION AND ANY OWNER SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS.

7. VARIANCE: THE DECLARANT, IN ITS SOLE AND REASONABLE DISCRETION, SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED THESE COVENANTS, CONDITIONS AND RESTRICTIONS, AND TO WAIVE OR VARY THESE COVENANTS, CONDITIONS AND RESTRICTIONS BA UPON CONDITIONS PECULIAR TO AN OWNER'S PARTICULAR LOT OR CIRCUMSTANCES. UNTIL SUCH TIME AS THE DECLARANT HAS SOLD OF ITS LOTS IN GLENN HILLS, THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT SUCH APPROVAL, WAIVER OR VARIANCE UPON PRIOR WRITTEN CONSENT OF THE DECLARANT. PROVIDED, HOWEVER, ANY VARIANCE GRANTED BY THE DECLARANT OR THE ASSOCIAT SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH VARIANCE, CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN GLENN HILLS, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYM OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHO NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY.

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

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

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

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

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

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

(A). SPECIAL AMENDMENT: THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DECLARANT AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DECLARANT BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DECLARANT TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF, THE POWER TO DECLARANT TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE DECLARANT TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS DECLARANT HAS SOLD ALL OF ITS LOTS IN GLENN HILLS [PUD].

(B) GENERAL AMENDMENTS: UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, (I) THE PROVISIONS OF THIS PARAGRAPH 8 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DECLARANT MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DECLARANT. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

DRAFT FINAL PLAT

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

: & S DEVELOPMENTS, INC
N OKLAHOMA CORPORATION

Y: _____
ETE KOURTIS, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

_____
XXXXXXXXXXXXXX
MY COMMISSION EXPIRES XX/XXXXX
MY COMMISSION NUMBER: XXXXXXX

PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #6948, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "GLENN HILLS, BLOCKS 1-6" A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

Notary Public Oklahoma
OFFICIAL SEAL
JENNIFER FRITZ
COMMISSION # 14005589
My Commission Expires 8/23/2018

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

_____
JENNIFER FRITZ
MY COMMISSION EXPIRES: 8/23/2018
MY COMMISSION NUMBER: 14005589

DRAFT FINAL PLAT

City Of Glenpool

Creating Opportunity

To: Mayor and Council

From: David Tillotson, City Manager

Date: May 3, 2018

Re: Soccer Field Lease Agreement Renewal

Background:

Staff has received a Contract/Agreement Renewal Resolution from the Tulsa County Parks Department. This document renews the current Lease Agreement for the Glenpool Soccer Complex at the South County Community Center for Fiscal Year 2018-2019 under the same terms and conditions as the current lease for FY 2017-2018. This renewal will extend through June 30, 2019.

Staff Recommendation:

Staff recommends approval of the Contract/Agreement Renewal.

Attachments:

- Contract/Agreement Renewal Resolution
- Letter from Richard Bales, Tulsa County Parks Director
- Current Lease Agreement for FY2017-2018

RESOLUTION
CONTRACT/AGREEMENT RENEWAL

Department: Parks

Vendor: City of Glenpool / South County Soccer Club

Describe Product/Service provided by this contract:

Lease Agreement at 13800 S Peoria, Glenpool, OK

Original CMF # 243799 Dated: 2/14/18

Current CMF # _____ Dated: _____

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year 2018 - 2019 and shall be effective upon full execution of this contract/agreement renewal.

_____ Chairman, Board of County Commissioners

Tulsa County

ATTEST:

Date: _____

Michael Willis
County Clerk

_____
Vendor

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

Form 2962 (1-17)

TULSA COUNTY
PARKS DEPARTMENT

A DIVISION OF THE BOARD OF COUNTY COMMISSIONERS

Administrative Office
2315 Charles Page Blvd.
Tulsa, Oklahoma 74127
P: 918.596.5990
F: 918.596.5997
rbales@tulsacounty.org

Richard Bales
Director

May 18, 2018

Dear Vendor:

Enclosed you will find a Contract/Agreement Renewal Resolution Form for Fiscal Year 2018/2019. We are required to obtain signatures from vendors before the document can be executed. Therefore, please sign this copy of the resolution and return to our Administrative Office at the address above as soon as possible.

Thank you for your quick response to this matter.

Sincerely,

TULSA COUNTY PARKS

Richard Bales

Park Director

RB:mm

ENCLOSURE

Form 1026 (Rev 8-09)

STATE OF OKLAHOMA
TULSA COUNTY
FILED
2016 NOV 16 AM 11:20
FILED
TULSA COUNTY CLERK

LEASE AGREEMENT APPROVED

NOV 21 2016

BY AND BETWEEN

Tulsa County Board of County Commissioners

Tulsa County, Oklahoma

("LANDLORD")

AND

City Council

City of Glenpool, Oklahoma

Tulsa County, Oklahoma

("TENANT")

2397148

DATED: November 21, 2016

APPROVED

NOV 2 1 2016

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 21 day of November, 2016, by and between Tulsa County, Oklahoma ("Landlord"), and the City of Glenpool, Oklahoma ("Tenant").

2016 NOV 16 AM 11:20

STATE OF OKLAHOMA
TULSA COUNTY
RECORD

BASIC LEASE PROVISIONS

Landlord: Tulsa County, Oklahoma.

Tenant: City of Glenpool, Oklahoma

Premises or Leased Premises: The Real Property consisting of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two (2) regulation-size soccer fields and related improvements ("Premises" or "Leased Premises"), more fully described below and in **Exhibit A** attached hereto and made a part hereof.

Legal Description of Real Property:

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

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

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

239748

Permitted Use: The Leased Premises may be used only for competitive soccer playing, training and related purposes and sponsored events (or compatible sporting activities).

Commencement Date of Lease: The Primary Term of this Lease shall commence upon _____, 2016 ("Commencement Date").

Lease Term: This Lease shall be for a Primary Term of 25 years (the "Primary Term"), beginning on the Commencement Date and ending 25 years thereafter unless sooner terminated, extended or renewed as herein provided.

Base Rent: **Primary Term:** The Base Rent for the Leased Premises for the Primary Term shall be $10.00 per year of the Primary Term. The Base Rent shall be payable beginning on the Commencement Date and on each anniversary date for the Primary Term.

Renewal Terms: At the commencement of each Renewal Term, as applicable, Base Rent shall be $10.00.

Additional Rent: Tenant shall pay as Additional Rent any and all utilities supplied to or used or consumed thereon, all insurance premiums of every nature affecting the Leased Premises, and all operating and maintenance costs thereof as set forth in the Standard Lease Provisions.

Tenant Improvements: Tenant shall construct all tenant improvements to the Leased Premises in accordance with terms, plans, and specifications shown on the attached **Exhibit B** at Tenant's cost as specified in this Lease.

Right of First Refusal: Tenant shall have the right to purchase the Premises on the same terms and conditions as those contained in any offer to any third party, and as provided in Section 1.03 of the Standard Lease Provisions ("Right of First Refusal" or "ROFR").

Signs: Subject to the Landlord's prior written approval thereof, Tenant, at its sole cost and expense, may place a sign on the exterior of the Premises and may place a monument type sign upon the entrance to the Premises, all upon the terms and conditions set forth in the Standard Lease Provisions.

Contingency: This Lease is subject to and contingent upon Landlord's approval of the plans and specifications for Tenant's intended use, and Tenant's receipt of all required permits and approvals from all government authorities having jurisdiction over the Leased Premises for the Tenant's intended use.

STANDARD LEASE PROVISIONS

The following provisions are made a part of the Lease Agreement between Tulsa County, as Landlord, and the City of Glenpool, Oklahoma, as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

ARTICLE 1

Leased Premises

1.1 Leased Premises. Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A.**

1.2 Landlord's Reserved Rights. Except to the extent expressly limited herein, Landlord reserves full rights to control the Leased Premises (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Lease by Landlord:

> To enter upon and within the Leased Premises at reasonable hours for reasonable purposes, including inspection of the Leased Premises, to show the Leased Premises to current and prospective mortgage lenders, insurers, and prospective purchasers, tenants and brokers.

In connection with entering the Leased Premises, Landlord shall provide reasonable advance notice to Tenant and take reasonable steps to minimize any interference with Tenant's business. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights of Tenant's agents, officers, employees, or soccer participants and spectators or other persons lawfully using the Leased Premises for any lawful purpose.

1.3 Right of First Refusal to Purchase Leased Premises. During the Primary Term or Renewal Term, as applicable, provided Tenant is not then in default under the terms and provisions of this Lease beyond any applicable notice and/or cure periods, if Landlord receives a bona fide unrelated third party offer to purchase all of Landlord's interest in the Leased Premises which Landlord desires to accept, Landlord shall notify Tenant thereof in writing, setting forth the terms and conditions of such offer. If requested by Tenant, Landlord shall provide Tenant with a true and correct copy of such third party bona fide offer. Tenant shall thereupon have the right to purchase the Premises on the same terms and conditions as those contained in said offer, which right shall be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's said notice ("right of first refusal" or "ROFR"). Notwithstanding the foregoing, Tenant may elect to finance the purchase regardless of whether the third party purchaser was paying the purchase price in cash or cash equivalent. Time is of the essence in the exercise of such right by Tenant. Tenant's failure to give such notice shall be deemed a waiver of its right of first refusal in that instance.

This ROFR shall expire by its own terms at midnight on the last day of the Primary Term or Renewal Term, as applicable, of this Lease, and any title examiner may relay on the expiration date unless a memorandum executed by both Landlord and Tenant is filed of record prior to such date stating that the ROFR under this

paragraph has been effectively exercised by Tenant. In the event said memorandum is not filed of record prior to such date, this ROFR shall be deemed null and void and absolutely without further force and effect.

ARTICLE 2

Term of Lease

2.1 Primary Term. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire twenty-five (25) years after the Commencement Date unless sooner terminated as herein provided.

2.2 Renewal Options. In consideration of the covenants and agreements of Tenant herein contained, Landlord does hereby grant and extend unto Tenant the following options to renew this Lease:

(a) The option to renew this Lease upon the expiration of the Primary Term for an additional period of twenty-five (25) years commencing on the date next following the date of expiration of the Primary Term (the "First Renewal Term"). Such option shall be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to expiration of the Primary Term, time being specifically of the essence in the exercise of this option.

(b) If Tenant shall have timely and properly exercised its first option to renew this Lease as set forth in subparagraph (a) immediately above, it shall have the further option to renew this Lease upon the expiration of the First Renewal Term for an additional or second successive twenty-five (25) year renewal term commencing on the date next following the date of expiration of the First Renewal Term (the "Second Renewal Term"). This second option to renew must be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the First Renewal Term, time being specifically of the essence in the exercise of this second option to renew.

Each of the aforesaid renewals of this Lease shall be upon the same terms and conditions as set forth herein for the Primary Term except for this Renewal Options provision and except for the amount of Base Rent to be paid during each such renewal term.

Each of the foregoing options to renew is expressly conditioned as follows: that at the time of the exercise thereof and at the time for commencement of each such Renewal Term this Lease has not been terminated and Tenant is not then in default beyond applicable notice and/or cure periods in any material respect in any of its covenants and agreements herein contained.

Should Tenant fail to exercise any of its above Options to Renew strictly in the time and manner herein provided, any holding over by Tenant after the expiration of the Primary Term or any then current Renewal Term, whichever is applicable, shall not be construed to renew or extend this Lease regardless of the circumstances of Tenant's holding over.

2.3 Lease Years. The first Lease Year of the Term of this Lease shall begin on the Commencement Date and will end on the next following June 30. The second and subsequent Lease Years will be the successive twelve (12) months of the County's Fiscal Year beginning July 1 immediately following the First Lease Year.

2.4 Surrender of Premises. Upon the termination of this Lease, however caused, Tenant shall deliver and surrender the Premises to Landlord in good order, condition and state of repair, ordinary wear

and tear and casualty and condemnation excepted, provided that consideration for the value of improvements made by Tenant may be subject to negotiation between the parties and action by their respective governing bodies.

ARTICLE 3

Rent

3.1 Base Rent during Primary Term. During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises (the "Base Rent") calculated in accordance with the rate provided in the Basic Lease Provisions. The entire annual Base Rent shall be due and payable in advance on the Commencement Date and on each subsequent July 1 during the full term of this Lease.

3.2 Base Rent during Renewal Terms. The Base Rent for the first twelve (12) months of each Renewal Term shall be the same as the preceding Primary Term or Renewal Term. Base Rent for subsequent Lease Years during the remainder of the then current Renewal Term shall be established by separate agreement between the parties.

3.3 Additional Rent. In addition to Base Rent (including increases therein as hereinabove set forth), Tenant shall also timely pay, as Additional Rent, all other sums of money as shall become due and payable by Tenant under the terms of the Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent" or otherwise. Should Tenant default in the timely payment of any such Additional Rent beyond applicable notice and/or cure periods, Landlord shall have the same remedies as are available to Landlord in the event of a default in the payment of any installment of Base Rent.

3.4 Manner of Payment of Rents: Late Payments. All Rents payable by Tenant to Landlord hereunder shall be paid without counterclaim, setoff or deduction of any nature or amount whatsoever, except as explicitly provided in this Lease. All Rents to be paid to Landlord hereunder shall be made payable to Landlord and mailed or delivered to Landlord at Landlord's notice address pursuant to Section 18.2 of this Lease, unless Landlord designates in writing a different mailing address or a different payee for said Rents. Landlord may by written notice to Tenant designate a different payee or a different mailing address for such Rents. In the event Tenant should fail to make payment of any installment of Base Rent or other payment required to be made to Landlord hereunder within five (5) days after becoming due, Tenant agrees: (a) immediately to pay to Landlord upon written demand therefor a late payment charge in a sum equal to ten percent (10%) of the unpaid amount of each such delinquent Rent installment or payment or, in lieu thereof, and at the option of Landlord exercised by written notice to Tenant, (b) immediately to pay to Landlord upon written demand therefor interest on the unpaid amount of each such Rent installment or payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum; PROVIDED HOWEVER, that neither the terms of this paragraph nor the payment of any such late charge or interest shall, in any manner or to any degree, limit Landlord in the enforcement of any remedy or the exercise of any right provided or granted Landlord by the terms of this Lease or by law, nor shall any of the provisions of this paragraph or payment of any such late charge or interest stay or be construed as a waiver, in whole or in part, of any such remedies or rights of Landlord. If Tenant fails twice during any 12-month period to make any Rent payment when due, Landlord may require by giving written notice to Tenant that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

3.5 Rent Taxes and Charges. Tenant further agrees to pay with each installment of Base Rent any excise or sales tax or other charge levied by any governmental authority upon the Rent payable hereunder or the receipt thereof.

3.6 Net-Net-Net Lease. It is specifically understood and agreed by Tenant that this Lease is what is commonly designated as a Net-Net-Net or Triple Net ("NNN") Lease. It is the express intent of Landlord and Tenant that all Rents and other payments payable under the terms of this Lease shall be absolutely net to Landlord and that each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof, shall be borne by Tenant and Tenant shall hold Landlord harmless therefrom. Such expenses include but are not limited to all utilities, insurance, maintenance, upkeep, operations of interior and exterior, including the building, landscaping, roof, HVAC, structure and management. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole expense and responsibility of Tenant without any expense, risk, liability or obligation whatsoever to or upon Landlord or Landlord's successors or assigns or any mortgagee of Landlord.

Provided however, that Tenant shall not be responsible for (i) expenses that are subject to reimbursement by insurance carriers or other third parties; or (ii) costs incurred as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements, including this Lease.

3.7 Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party; or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law.

ARTICLE 4

Use of Premises

4.1 Uses of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Lease Provisions.

Landlord acknowledges and accepts during the Term of the Lease that the Premises shall be used and occupied by Tenant as soccer fields and related uses. The Premises shall be limited to a maximum of two (2) competitive soccer fields, unless there is a written amendment to this Lease specifying more or fewer.

Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof.

4.2 Parking. Tenant's use of parking facilities on any portion of Landlord's property at 13800 S. Peoria, Glenpool, Oklahoma, 74033, shall not exceed the combined parking capacity of one or more parking lot(s) depicted on **Exhibit C**, to be constructed by Tenant at its cost and donated to Landlord, together with such additional parking as may be provided in accordance with the terms of a separate cross-parking agreement to be entered between the Parties. All use of Premises must be limited to the existing parking lot capacity or such alternate parking as shall be provided by such cross-parking agreement. Landlord shall notify Tenant in writing of any violation of the parking restrictions and, in such case, Landlord may require Tenant to schedule only one field for use and one field to be vacant during each session of play to allow for the transition of teams and spectators.

4.3 Third Party Rental. Tenant shall allow the use of the Premises to parties who are in good standing with Tenant, meet the usage, insurance and payment obligations of this Lease, or in accordance with such other criteria as may be set by Tenant, and subject to availability of the fields. Tenant shall schedule the usage of the fields and shall charge no more than the approved Tulsa County fee for soccer field use at other Tulsa County properties. Landlord shall be responsible to communicate the approved fees and any change in the fees to Tenant. Tenant shall be responsible for collecting all fees from all parties using the Premises.

4.4 Remediation Obligations. If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Tenant shall promptly remediate as required by all applicable Federal, State, or local laws, rules, ordinances, regulations, and orders, and take all necessary actions, at its sole cost and expense, to return Premises to the condition that existed before the introduction of Hazardous Substances, and Tenant shall indemnify, hold harmless and defend Landlord therefore.

ARTICLE 5

Assignment and Subletting

5.1 Assignment or Subletting. Except as otherwise permitted by this Lease, Tenant shall not: (a) assign or in any other manner transfer this Lease or any estate or interest therein; (b) permit any assignment of this Lease or any estate or interest therein by operation of law; (c) sublet the Premises or any part thereof; (d) grant any license, concession, or other right of occupancy of any portion of the Premises without written consent of Landlord; or (e) permit the use of the Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any assignment or subletting permitted by Landlord, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the payment of Rents and for the performance of Tenant's other obligations under this Lease. Tenant hereby authorizes any permitted assignee or subtenant to make payments of Rents directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any assignee or subtenant shall constitute a novation or a release of Tenant or any guarantor of Tenant. Receipt by Landlord of Rents from any assignee, subtenant, or occupant of the Premises shall not waive any prohibition of assignment and subletting. Any attempted assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void.

If Tenant requests Landlord's consent to an assignment of the Lease or to a subletting of Premises, Tenant shall give Landlord at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, Landlord may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event Landlord does give its consent to an assignment of this Lease or a subletting of the Premises, Tenant shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of Landlord, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE 6

Maintenance and Repair of Premises; Utilities

6.1 Maintenance and Repairs. At all times during the Primary Term of this Lease and any renewals and extensions hereof, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Premises and all parts and portions thereof, including but not limited to (as applicable) the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of Tenant's sanitary sewer line to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, and all other improvements, and shall bear all costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses, except as otherwise explicitly provided herein.

Tenant shall, at Tenant's expense and as applicable, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of other property of the County. Tenant shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

Notwithstanding the foregoing, Landlord, at Landlord's sole expense, shall be responsible for repair and maintenance costs resulting from a repair that is determined by Landlord or by a trier of fact to be a design or construction defect unless such repairs or maintenance are caused by the actions or inactions of Tenant or any assignee of Tenant.

Tenant agrees throughout the Primary Term of this Lease and any renewals and extensions hereof, at Tenant's sole cost, risk and expense, (a) to take good care of the Premises, including, without limitation, any improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property of Tenant therein; and (b) to keep all of the Premises in good order and condition and promptly, at Tenant's sole cost and expense, to make all necessary repairs to the Leased Premises and all parts thereof, interior and exterior, structural and non- structural, ordinary as well as extraordinary, foreseen as well as unforeseen except as specifically provided above. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be at least equal in quality and class to the original condition of the Premises and related improvements. Tenant shall keep and maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish.

6.2 Utilities. At all times during the Primary Term of this Lease and any renewals or extensions hereof, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Premises or any part thereof on account of any expenses or charges for any

of said utility services and shall save Landlord harmless therefrom. Any utility deposits or utility connection fees or charges required by any government entity or by any public utility company furnishing utility services to the Premises, shall be deposited and/or paid by Tenant.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

ARTICLE 7

Alteration and Installation of Trade Fixtures

7.1 Alterations. Tenant may from time to time during the term of this Lease or any renewals or extensions hereof, but at Tenant's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of Landlord. Relocation or removal of non-bearing walls or partitions, if applicable, shall not be deemed a material structural change requiring Landlord's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of Landlord or not, shall be: (a) made at Tenant's sole cost, risk and expense and Landlord held harmless therefrom; (b) made in a good and workmanlike manner; (c) made in compliance with all applicable governmental laws, ordinances, regulations or other requirements; (d) made free of any liens or rights of lien; (e) made using materials at least equal to that of the original construction and shall, unless Landlord elects otherwise in writing at the time it approves the alteration or improvement, become Landlord's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Lease, however such termination may occur, all without reimbursement to Tenant for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the Premises and related improvements constituting any part of the Premises as such value existed immediately before such change or alteration nor shall the same materially impair the structural strength thereof of any structure on the Premises nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by Landlord or Landlord's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by Tenant to perform any such change, addition or alteration shall be the sole agent of Tenant and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of Landlord or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by Tenant, with or without the consent of Landlord, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of Tenant, its agents, employees, contractors or subcontractors shall be discharged of record by Tenant within ten (10) days thereafter at Tenant's sole cost and expense and Landlord held harmless therefrom.

Any renovations or remodeling of the Premises shall be at Tenants sole cost, risk and expense and shall be subject to the limitations, conditions and requirements set forth in this Section concerning the manner in which any such work is to be performed and concerning the effect thereof.

7.2 Trade Fixtures. Tenant shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Premises may be removed by it from time to time during the term of this Lease or any renewals or extensions hereof and upon the expiration of this Lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

ARTICLE 8

Tenant Signs

8.1 Erection and Maintenance of Signs. Tenant shall have the right to erect, place and maintain on the Premises, at its sole cost, risk and expense, any sign or signs designating the name and type of business being conducted on the Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign including the method of attachment or installation. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by Tenant at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of Tenant (which shall be at its sole cost, risk and expense), Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

8.2 Removal of Signs. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs. Installations, modifications, repairs and removal of signs, Tenant's name and logo shall be made by Tenant in such manner as to avoid injury, defacement or overloading of any portion of the Premises and any damages caused by such installation, modification, repair or removal of the signs, name and logo of Tenant shall be promptly repaired by Tenant at its sole cost and expense.

ARTICLE 9

Taxes and Assessments

9.1 Impositions. Landlord and Tenant are tax exempt entities and, as such, no taxes or other impositions related to the Premises shall be due or payable from Tenant.

9.2 Exclusions. Nothing in this Lease shall require Tenant to pay any capital levy, franchise, succession or transfer tax of Landlord or any income or excess profits tax levied upon Landlord.

9.3 Receipts. Intentionally omitted.

9.4 Tenant's Contest of Imposition. Intentionally omitted

9.5 Tenant's Fixtures/Personal or Real Property Tax. As Tenant is a tax-exempt entity, this Section is intentionally omitted.

ARTICLE 10

Insurance and Indemnification

10.1 Casualty Insurance. Tenant agrees, at Tenant's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Lease and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Premises and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. Tenant specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. Tenant shall endorse its insurance policies to name Landlord as additional insured.

10.2 Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease and any renewals and extensions thereof, to maintain for the mutual benefit of Landlord and Tenant, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by Tenant, in such amounts per occurrence and in the annual aggregate as meet the requirements of the Governmental Tort Claims Act. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured. The general public liability insurance policy to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.3 Worker's Compensation Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code). The Worker's Compensation Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.4 Business Automobile Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard from (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of $1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. Intentionally omitted.

10.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon the execution of this Lease and in any event no later than prior to the Commencement Date, Landlord and Tenant shall deliver to the other party certificates duly issued by their respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will endeavor to provide prior written notice of at least thirty (30) days' notice of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each party reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by Tenant hereunder shall designate Landlord as an additional insured as their respective interests may appear and may be carried under blanket policies maintained by Tenant if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by Landlord hereunder may provide for such deductible as is customarily provided for in insurance maintained by Landlord with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall (i) contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 11 below, and (ii) provide for the benefit of Landlord, Tenant and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and (iii) shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. The loss, if any under any fire and extended coverage policy or policies provided for in this Article 10 shall be adjusted with the insurance company or companies by the Landlord and Tenant and the loss as so adjusted shall be paid to Landlord and deposited and held by Landlord in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of Landlord/Tenant. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, invitees or employees.

Landlord shall indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with Landlord's acts or omissions, or the acts or omissions of Landlord's employees, invitees, agents, or contractors, on or about the Premises.

10.9 Tenant's Insurance on Its Property. Tenant shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of Landlord or Landlord's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Lease shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured party.

ARTICLE 11

Damage or Destruction of Premises and Related Improvements

11.1 Repair or Replacement of Premises and Related Improvements. In the event that the Premises or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, Tenant covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of Tenant or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, Tenant agrees:

(a) That if the cost of such repairs, replacement, rebuilding or restoration exceeds the sum of One Hundred Thousand Dollars ($100,000.00), the same shall be conducted under the supervision of a licensed architect or engineer selected by Landlord;

(b) No such work shall be undertaken until Tenant shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof; and

(c) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, Landlord, upon written request from Tenant, shall furnish Tenant with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and

(d) If any materialmens' or mechanics' or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by Landlord within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by either Landlord or Tenant, or mortgagee of either, on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by the Landlord and Tenant and used by Landlord and Tenant from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if within one (1) year prior to the expiration of the Primary Term of this Lease or during any extension or renewal hereof, the Premises shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the property area of the Premises untenable for its intended use and provided that, at the time of such destruction or damage, Tenant shall not be in default hereunder beyond any applicable notice and/or cure periods, Tenant shall have the option of: (a) causing Landlord to restore, repair, replace, rebuild or alter the Premises and related improvements as aforesaid, provided, Tenant

advises Landlord in writing of its intent to exercise its option to renew the Lease, or (b) of terminating this Lease, PROVIDED, Tenant shall, within ninety (90) days after such destruction or damage, give Landlord notice as of the date, to be specified in said notice, which date shall not be fewer than ten (10) days from the date of said notice, that Tenant elects to terminate this Lease. In the event of such termination, Landlord shall not be required to restore, repair, replace, rebuild or alter the Premises and related improvements or to pay the cost thereof. If Tenant does not elect to cause Landlord to restore the Premises and related improvements, but instead to terminate this Lease, the Tenant will nevertheless be obligated upon such termination to assist the Landlord in recovery of the proceeds of Landlord's insurance covering the Premises and improvements. Tenant's right to terminate this Lease as in this paragraph provided shall be subject to the condition that Tenant pay all Rents and all of the financial obligations payable by Tenant hereunder up to the date specified in the notice of termination given by Tenant to Landlord, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of Tenant's Obligations. Except as hereinabove specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay all Rents and financial obligations payable under the terms of this Lease or to relieve Tenant from any of its other obligations hereunder and Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of Tenant, except to the extent Landlord shall have received insurance proceeds for such Rent or as expressly provided in this Lease.

ARTICLE 12

Eminent Domain

12.1 Substantial Taking. If the whole or any substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Premises shall occur and the Rent, and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date. If only a portion of the Premises shall be taken in condemnation or sold to a condemning authority by Landlord under threat of condemnation, but such taking or sale prevents the practical use of the remaining portion thereof for the permitted purposes, then this Lease shall terminate upon ten (10) days written notice of termination given by Tenant to Landlord, such notice to be given not less than thirty (30) days following the date of possession of that portion of the Premises so taken or sold is required by the condemning authority.

12.2 Partial Taking. If a taking of only a portion of the Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Premises forming a part of the Premises. The taking of all or any part of the Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

12.3 Disposition of Award or Sale Proceeds. If the Premises or any part thereof is taken under any governmental law, ordinance or regulation or by exercise of the right of eminent domain or is sold by Landlord under threat of eminent domain proceedings, the entire award or the entire sales proceeds or damages to the Premises, including the Premises and leasehold improvements forming a part of the Premises, shall be the sole property of Landlord, and Tenant does by these presents hereby assign unto Landlord all of Tenant's right, title and interest in any joint award pursuant to any such eminent domain proceedings or sales proceeds paid pursuant to threat of eminent domain proceedings, and Tenant authorizes and empowers Landlord in Tenant's name to receipt and give credit therefor and to make, execute and deliver in Tenant's name any release or other instruments that may be required to recover any such award or sale proceeds. Provided, any damages awarded as compensation for loss of business by Tenant and cost of removal or relocation of Tenant's business shall belong to it.

ARTICLE 13.

Subordination; Non Disturbance

13.1 Subordination to Mortgage; Non-disturbance of Tenant. Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 Attornment by Tenant. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 14

Estoppel Certificate

14.1 Execution and Delivery of Estoppel Certificate. Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by

Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

(a) The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;

(b) Tenant has accepted possession and now conducts business in the Premises;

(c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied;

(d) That Tenant has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Lease as of the date of such certificate;

(e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and

(f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 15.

Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 Right to Perform Tenant's Covenants. Tenant agrees that if it shall at any time fail to pay any Imposition, or to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of Tenant agreed by it herein to be made or performed, then Landlord or any mortgagee of Landlord may, but shall not be obligated to do so, and without further notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained and without waiver of any other remedy or right granted Landlord by the terms of this Lease:

(a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or

(b) Discharge any lien of any character permitted to be filed against the

Premises by Tenant and not discharged by it as herein provided; or

(c) Make any other payment or perform or oppose to be performed any other act on Tenant's part to be made or performed as in this Lease provided,

All sums so paid by Landlord or Landlord's mortgagee and all costs and expenses incurred by Landlord or Landlord's mortgagee in performing or causing to be performed acts on Tenant's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by Landlord or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per

annum from the date of making such expenditure by Landlord or its mortgagee, at the option of Landlord or its mortgagee, shall be payable by Tenant to Landlord or to Landlord's mortgagee, whichever is applicable, as Additional Rent hereunder and shall be due and payable on demand, and Tenant agrees to pay any such sum or sums with interest as aforesaid. Landlord shall have, in addition to any other right or remedy of Landlord granted by law, the same rights and remedies in the event of nonpayment of any such Additional Rent by Tenant as in the case of default by Tenant in the payment of Base Rent payable under the terms hereof. Neither Landlord nor Landlord's mortgagee shall be required to inquire into the correctness of the amount or validity of any Imposition or lien which may be paid by Landlord or its mortgagee hereunder and shall have full authority in Landlord's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 16

Default of Tenant

16.1 Events of Default. The following events shall be deemed to be Events of Default by Tenant under this Lease:

(a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.

(c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets.

(d) Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due.

(e) Tenant shall make a general assignment for the benefit of its creditors.

(f) Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law.

(g) Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.

(h) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.

(i) If an Order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Tenant a bankrupt or insolvent, or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant, or of all or substantially all of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

16.2 Remedies of Landlord. Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remediating or restoring the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and relet the Premises and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Premises or otherwise.

(c) Without terminating this Lease, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant or Tenant's property from such action, whether caused by the negligence of Landlord, or Landlord's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents due to Landlord hereunder or of any of the damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord shall take reasonable steps to mitigate Landlord's damages. Failure or delay by Landlord to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by Tenant of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, Tenant hereby waives the defense that Landlord has a speedy or adequate remedy at law.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's

fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

ARTICLE 17

Default of Landlord

17.1 Default of Landlord. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other persons; and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any officer, administrator, employee or agent of Landlord shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Premises. In no event shall Landlord or any officer, administrator, employee or agent of Landlord be liable to Tenant for any indirect, special or consequential damages.

ARTICLE 18

Miscellaneous Provisions

18.1 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of any applicable term of this Lease and without execution of a new lease agreement, it shall be deemed to be occupying the Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment hereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.

18.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (a) personally delivered to the intended recipient(s) at the addresses specified below; (b) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (c) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the

date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Landlord:

Attn: Chairperson Tulsa County Board of County Commissioners
500 S. Denver
Tulsa, Oklahoma 74107

If to Tenant:

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

18.3 Applicable Law. This Lease shall be governed by and enforced and construed exclusively under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.

18.4 Recording – Memorandum of Lease. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

18.5 Insufficient Payment or Delay in Payment of Rents or Other Financial Obligations. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents or other financial obligations herein agreed to be paid by Tenant shall be deemed to be other than on account of the earliest Rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or any other form payment by Tenant to Landlord shall be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other financial obligation or pursue any other remedy in this Lease or by law provided.

18.6 Quiet Enjoyment. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.

18.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.

18.8 Entirety. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

18.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.

18.10 Duplicate Originals. Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original.

18.11 Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

18.12 Severability. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this Lease.

18.13 Binding Effect. This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

18.14 Approval or Consent. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

18.15 Representations and Warranties.

Landlord represents and warrants that:

(a) Landlord holds fee simple title to the Premises;

(b) Landlord has the authority to enter into this Lease and the party signing this Lease on behalf of Landlord has the power and authority to sign this Lease on behalf of Landlord. No consent of any third party is required in order for Landlord to enter into this Lease and perform Landlord's obligations hereunder;

(c) Neither the execution nor delivery of this Lease by Landlord nor the performance by it pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Landlord is a party;

(d) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises by the purposes permitted by this Lease;

(e) There are no underlying or superior leases with respect to the Premises;

Tenant represents and warrants that:

(a) Tenant has the authority to enter into this Lease and the party signing this Lease on behalf of Tenant has the power and authority to sign this Lease on behalf of Tenant. No consent of any third party is required in order for Tenant to enter into this Lease and perform Tenant's obligations hereunder;

(b) Neither the execution nor delivery of this Lease by Tenant nor the performance by in pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Tenant is a party;

(c) There are no actions or proceedings pending or to Tenant's knowledge, threatened against Tenant which may in any manner whatsoever affect the validity or enforceability of this Lease.

As of the 21 day of November, Landlord and Tenant have signed below to reflect their agreement to this Lease Agreement and such Exhibits as are expressly referenced and incorporated therein.

TULSA COUNTY, Landlord

By: Chairperson
Tulsa County Board of County Commissioners

Attest: Pat Key by Pam Peters

COUNTY CLERK TULSA COUNTY
County Clerk
OKLAHOMA

CITY OF GLENPOOL, Tenant

By: Mayor, Timothy Lee Fox

APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

EXHIBIT A

Leased Premises

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

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

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

EXHIBIT B

Construction Plans

EXHIBIT C

Parking Lot

(See terms of Section 4.2)

City Of Glenpool
Creating Opportunity

To: Mayor and Council

From: David Tillotson, City Manager

Date: June 11, 2018

Re: First Step Pavement Management Program

Background:

Lynn and I met with representatives from First Step Pavement Management Company earlier this year regarding a software solution that integrates mapping of the City's street system with video of the streets and their condition. This software solution takes this information and creates a tool to help us plan street improvements with a data-driven focus. The software was developed by the University of Arkansas with assistance from GreenbergFarrow, an Arkansas architectural and engineering firm, and Ergon Asphalt & Emulsions, an Arkansas road materials supplier, and has been in use with several cities and counties in Arkansas. First Step is currently working with Rogers County on all county roadways.

Staff Recommendation:

Staff recommends approval of the First Step Pavement Management proposal in the amount of $8,500.00.

Attachments:

- First Step Pavement Management Professional Services Fee Proposal

FIRST STEP
PAVEMENT MANAGEMENT

1430 WEST PEACHTREE STREET, NW
SUITE 200
ATLANTA, GEORGIA 30309

t: 404.601.4000

ATLANTA
LOS ANGELES
NEW JERSEY
CHICAGO
NEW YORK
DALLAS
BOSTON
COLUMBUS
WISCONSIN
BENTONVILLE
PHILADELPHIA
FRESNO
SEATTLE
SHANGHAI

Arkansas Technology Transfer University of Arkansas
DR. STACY WILLIAMS
sgwill@uark.edu
(479) 575-2220

Ergon Asphalt & Emulsions, Inc. a company that works
DARRYL GARDNER
Darryl.Gardner@Ergon.com
(501) 590-3145

GreenbergFarrow
MICHAEL G. MORGAN
MMorgan@GreenbergFarrow.com
(479) 422-7687

Professional Services Fee Proposal

June 2018

Mr. David Tillotson
City Manager
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

Re City of Glenpool, Oklahoma
Pavement Management Program

The University of Arkansas' Technology Transfer Program, Ergon Asphalts and Emulsions, Inc., and GreenbergFarrow Architecture, Inc. is pleased to work with The City of Glenpool, Oklahoma to initiate First Step Pavement Management. First Step Pavement Management is designed to incorporate all roadways maintained by The City and address the following immediate goals:

- Utilize the current inventory of roadways under the authority of the City
- Perform an annual video patrol and condition assessment of all hard-surface roadways

Additional Goals may include:

- Review the Engineering & Street Department's current practices and techniques
- Extend the functional life of hard-surfaced roadways maintained by the City

PROJECT SCOPE OF WORK

1.0 Pavement Management – Inventory

Pavement Inventory

- Create an inventory and associated map of all public roadways
- Receive known roadway information (construction history, work history, maintenance cost history, etc.)

2.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 60fps)
- Visual, non-destructive assessment of facility pavements
- Pavement health is illustrated as:

○ EXCELLENT
- A pavement in condition EXCELLENT is in perfect condition
- No corrective maintenance or preventive maintenance is recommended

○ GOOD
- Preventive maintenance may be recommended
- Corrective maintenance is typically not recommended
- Pavement distress is limited to oxidation, weathering and minor climate related damage
- Structural distress (if present) is both localized and low density (<5%)

- FAIR
  - Preventive maintenance may be recommended
  - Corrective maintenance may be recommended
  - A variety of pavement distresses may be present
  - Structural distress may be localized as well as global
  - Global Structural damage is low severity / low density
- CRITICAL
  - A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
  - A variety of pavement distresses may be present
  - Surface and Structural distresses are typically global in nature
  - A combination of corrective and preventive maintenance may be recommended
- LOST
  - A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
  - Shallow, Deep, and/or Full-Depth Reconstruction may be recommended
- RECONSTRUCT
  - RECONSTRUCT is the lowest condition category – pavement must be fully reconstructed
  - Full-Depth reconstruction is typically required

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:

-

- Surface Distress – Low Density and

- Surface Distress – Medium to High Density
  - Climate (non-structural) related distress including:
    Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
    Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
- - Structural Distress and - Mass Structural Distress
  - Evidence of structural/durability distress present
  - Depth of structural damage (shallow, deep) is not indicated
  - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts
-

- Pothole 01 and

- Pothole 02
  - Observed Pothole 01 is of higher importance than observed Pothole 02
  - Pothole 01 is a Major Pothole and is typically structural in nature
  - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts
- - Drainage / Water Issue
  - Observed drainage issues present on the pavement surface – may be a variety of causes
  - Depression, rutting, drainage (or lack of drainage), condensate lines, roof drains, etc

2.3 Reporting – Dynamic Roadway Condition Map

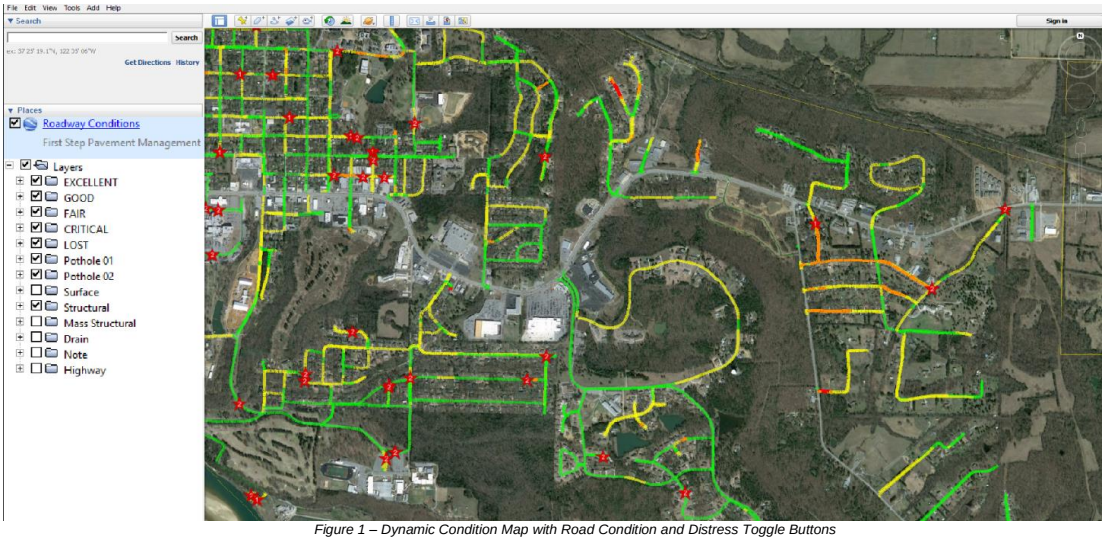


Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner

Figure 2 - Condition Map with Video (1080p / 30fps)

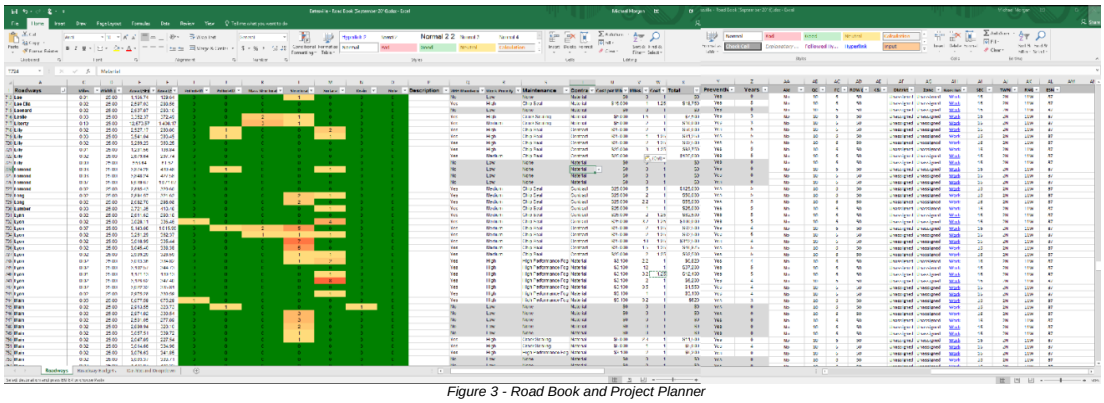


Figure 3 - Road Book and Project Planner

- Video is currently hosted locally via external hard drives
- Web access to video results and GIS Interoperability is under development

3.0 Compensation

Pavement Condition Assessment		Method	Fee
1.0	City of Glenpool, Oklahoma - Streets	Fixed Fee	$8,500.00
Total for Services			**$8,500.00**

4.0 Estimated Schedule

Task		Time
1.0	Pavement Inventory	One Week
2.0	Pavement Condition/Distress Patrol	Four Weeks
3.0	Data Processing and Delivery	One Week
Total for Services		**Six Weeks**

5.0 Additional Services

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses or on a fixed fee basis where a substantial scope of work can be clearly defined.

- All services not specifically noted / defined
- Custom Patrols / User-Defined Patrols
- Enhanced Site Assessments, Patrols and Reports
  - Unpaved Roadways
  - Private Roadways / Parking Lots / Boat Ramps
  - Pavement Striping
  - Sign Patrol
  - Drainage / Ditch Patrol
  - Night Patrol
  - Perimeter Fences and Exterior Drives
  - Building / Facility Patrol
  - Building Interior / Product Patrol
- Geotechnical Investigations and reports
- Contract administration, bidding and negotiation
- Construction administration
- Additional site visits at the request of the owner

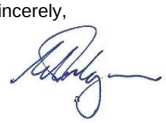
6.0 Method of Payment

Method of payment shall be a monthly invoice based upon the percentage of work complete for the task or service outlined above for lump sum fees. Hourly tasks or services will also be invoiced monthly based upon time spent performing the task or service outlined above. Invoices are due and payable upon receipt and within 30 days.

We appreciate the opportunity to be of service in the development of your pavement management plan.

Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,



Michael G. Morgan
Senior Project Manager

Agreed to and accepted this date:	Agreed to and accepted this date:
_____	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title / Authorizing Agent	Title / Authorizing Agent

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2018 – 2019
[City of Glenpool and "GEMS" District]

This Administrative Operations Agreement ("Agreement"), made and entered into on the date last written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, ("City") and the Glenpool Area Emergency Medical Service District ("GEMS") (together with the City, the "Parties"), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.

2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.

3. As provided by Title 5, Chapter 2, Article B, Section 1[1] of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City's Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services, including the provision of ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful

[1] The "emergency medical response agency", as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this "Operational Agreement" and the "Ambulance Service Agreement," as those terms are defined and used in Title 5, Chapter 2, Article A of the City Code, under the direction and control of the Medical Director.

emergency medical service District purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive[2]:

A. City staff will perform all administrative services required for the implementation of this Agreement, including without limitation oversight of all operational costs identified in the City's adopted budget for FY 2018-2019, to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

[2] 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code[3] and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,[4] at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS' Responsibilities

A. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Administrator") to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

B. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement of a person qualified and acceptable to the Board of Trustees ("District Clerk") to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

C. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Counsel") to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such District Counsel is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that

[3] The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

[4] MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

purpose by the GEMS FY 2018-2019 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

D. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees ("District Finance Officer") to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance, and will ensure such District Finance Officer is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by separate ambulance service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.

i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.

ii. GEMS further stipulates and agrees that the administrative services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.

iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.

F. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.

G. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.A. and II.B. of this Agreement , GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2018, and shall continue through June 30, 2019. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2019, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party 30 days before the cancelation date.

VI. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

VII. Savings Clause

A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.

B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 18th day of June 2018.

City of Glenpool	Glenpool Area Emergency Medical Services District
_____	_____
Timothy Lee Fox, Mayor	Timothy Lee Fox, Chairman of the Board of Trustees
Attest:	[SEAL]
_____	_____
Susan White, City Clerk	Susan White, District Clerk
Approved:	

_____	_____
Lowell Peterson, City Attorney	Lowell Peterson, District Counsel

City Of Glenpool

Creating Opportunity

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director/Treasurer

Date: June 18, 2018

Subject: Renewal of Revenue Bond Security Agreements, regarding Bonds Issued December 2010

Background:

In connection with the Series 2010 A, Series 2010 B issued by GUSA as of December 1, 2010, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

Based on the Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15,2013; July 7,2014; July 20, 2015; July 3, 2016; and May 16, 2017. Notice of the renewal must be provided to the Bond Trustee, no later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City and GUSA adopt the attached Resolution renewing the Security Agreements for FY 2018-2019

Attachments:

1. Proposed Resolution No. 2018006, 2010 Bonds
2. 2010 Security Agreement

12205 S. Yukon, Glenpool, OK 74033 • OFFICE: 918-209-4628 FAX: 918-209-4626

Mayor: Timothy Fox • Vice-Mayor: Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager: Roger Kolman • City Clerk: Susan White
www.glenpoolonline.com

RESOLUTION NO. 2018006 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2010 A AND TAXABLE REFUNDING SERIES 2010 B, DATED AS OF DECEMBER 1, 2010

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt and taxable Utility Service Revenue Bonds dated as of December 1, 2010, in Series 2010 A and Series 2010 B, respectively, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

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

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2018 and concluding June 30, 2019. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2018.

PASSED AND APPROVED by the City Council of the City of Glenpool this 18th day of June 2018.

_____

Timothy Lee Fox, Mayor

ATTEST:

_____ Susan White, City Clerk

APPROVED AS TO FORM:

_____ Lowell Peterson, City Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of December 2010, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its $29,575,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A and its $2,740,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2010B (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 (the "Indenture"), by and between the Authority and Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

THE GLENPOOL UTILITY SERVICES AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

GLENPOOL UTILITY SERVICE AUTHORITY
SEAL
GLENPOOL, OKLAHOMA

CITY OF GLENPOOL, OKLAHOMA

ATTEST:

City Clerk

Mayor

(SEAL)

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director/Treasurer

Date: June 18, 2018

Subject: Renewal of Revenue Bond Security Agreements, regarding Bonds Issued January 2011

Background:

In connection with the Series 2011 Utility System Revenue Bonds issued by GUSA as of January 1, 2011, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

Based on the Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15,2013; July 7,2014; July 20, 2015; July 3, 2016; and May 16, 2017. Notice of the renewal must be provided to the Bond Trustee, no later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City and GUSA adopt the attached Resolutions renewing the Security Agreements for FY 2018-2019

Attachments:

1. Proposed Resolution No. 2018007, 2011 Bonds
2. 2011 Security Agreement

RESOLUTION NO. 2018007 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2011, DATED AS OF JANUARY 1, 2011

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt Utility Service Revenue Bonds dated as of January 1, 2011, in Series 2011, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

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

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2018 and concluding June 30, 2019. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2018.

PASSED AND APPROVED by the City Council of the City of Glenpool this 18th day of June 2018.

_____

Timothy Lee Fox, Mayor

ATTEST:

_____ Susan White, City Clerk

APPROVED AS TO FORM:

_____ Lowell Peterson, City Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of January 2011, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its $7,315,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2011 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 as amended by the First Supplemental Bond Indenture, dated as of January 1, 2011, (collectively the "Indenture"), by and between the Authority and BOKF, N.A., d/b/a Bank of Oklahoma, formerly Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

THE GLENPOOL UTILITY SERVICES AUTHORITY

ATTEST:

Secretary

Chairman

(SEAL)

GLENPOOL UTILITY SERVICE AUTHORITY
SEAL
GLENPOOL, OKLAHOMA

CITY OF GLENPOOL, OKLAHOMA

ATTEST:

City Clerk

Mayor

(SEAL)

City Of Glenpool

Creating Opportunity

To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES

From: Julie Casteen, Finance Director

Date: June 14, 2017

Subject: Renewal of Workers Comp, Property and Liability Insurance for FY17-18

Background:

The City's current policies for Workers Comp, Property and Liability insurance expires at midnight on June 30, 2017. Oklahoma Municipal Assurance Group (OMAG) is asking renewal for following:

Plan	FY18 Renewal	FY17 Premium	% Change	Comments
Municipal Property Protection	$ 92,943	$ 90,510	2.7%	Added water tower
Municipal Liability Protection	$ 65,859	$ 62,496	5.4%	Added 6 new vehicles
Worker's Compensation	$ 212,808	$ 157,564	35.1%	Added 12 new public safety employees

Most property and liability claims incur a $1,000 deductible. Auto and most equipment claims incur a $500 deductible.

Staff Recommendation:

Staff recommends renewal of all OMAG insurance policies for FY 2017-2018.

Attachment:

Insurance Renewal Invoices

1. Property
2. Liability
3. Worker's Comp

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Municipal Property Protection Plan

05/12/2017

MS. SUSAN WHITE
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Re: **CITY OF GLENPOOL**
PRO 1400444 01

Attached is your OMAG Municipal Property Protection Plan (MPPP) renewal and invoice.

Your total premium for this MPPP renewal is **$92,943**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MPPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. The total insured value of your properties, ISO Fire Protection Class and deductible selected are reviewed annually and allow OMAG to provide a premium that reflects the advantage of your pool membership. The OMAG MPPP is nearly 400 members strong.

Since 2001, OMAG's property coverages have been specifically tailored to fit the needs of our members. The MPPP provides 100% replacement cost, a variety of deductibles from which to choose, as well as extra business expense and equipment breakdown coverages. Our members have the option to cover buildings and contents, including electronic data processing equipment and fine arts, such as paintings, statuary, bronzes, or other items of historic value or artistic merit. Please refer to your MPPP document for definitions regarding these coverage options. We believe the advantages offered by the MPPP make its property coverages the most effective and affordable coverages available for Oklahoma municipalities.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MPPP. Any questions regarding this letter or your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

Randy Stone

Randy Stone, Underwriting Director

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405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

Declarations Page

1. PLAN MEMBER and Mailing Address: **CITY OF GLENPOOL**
12205 S. YUKON AVE.
GLENPOOL OK 74033

AGREEMENT NUMBER
PRO 1400444 01

2. Plan Period: From 12:01 A.M. Central Standard Time at the address of the Plan Member
From **07/01/2017** to **07/01/2018**
3. The Plan Member is a(n) **MUNICIPALITY**
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE				PREMIUM
COMMERCIAL PROPERTY COVERAGE				
Buildings and Business Personal Property, per schedule		Limit:	**$37,174,375**	**$92,943**
Mobile Equipment, per schedule		Limit:	**$0**	**$0**
Leased/Rental Equipment		Limit:	**$0**	**$0**
Miscellaneous Equipment, per schedule		Limit:	**$0**	**$0**
Fine Arts, per schedule		Limit:	**$0**	**$0**
Builders' Risk		Limit:	**$0**	**$0**
EXCESS COVERAGE				
Business Income	**$0** per occurrence		**$0** per location	**$0**
Accounts Receivable	**$0** on premises		**$0** off premises	**$0**
Valuable Papers	**$0** on premises		**$0** off premises	**$0**
Theft/Disappearance /Destruction	**$0** inside		**$0** outside	**$0**
Earth Movement	Excess Limit			**$0**
EQUIPMENT BREAKDOWN COVERAGE				
Excluding Electrical Power Generating Equipment, per schedule				**Included**
Including Electrical Power Generating Equipment, per schedule				**Excluded**
TOTAL PREMIUM				**$92,943**

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Jonathan D. Woods

OMAG Representative

05/12/2017
Date

MPPP DEC (1.42)

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Municipal Liability Protection Plan

05/12/2017

MS. SUSAN WHITE
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Re: CITY OF GLENPOOL
GLA 1400473 01

Attached is your OMAG Municipal Liability Protection Plan (MLPP) renewal and invoice.

Your total premium for this MLPP renewal is **$65,859**. You may pay your premium in one lump sum, or in semi-annual or quarterly installments. The initial payment is due by the first day of the agreement period stated on the MLPP invoice. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Several factors are used to determine your premium. Expenditures and loss experience over the last three years or autos and equipment added or deleted may have had an effect on your premium. Please contact us if you have questions about how your premium was calculated. Please note the report providing a departmental premium breakdown that was furnished in your renewal packet in the past will now only be made available upon your written request.

Since 1980, OMAG's liability coverage has been tailored to the Oklahoma Tort Claims Act as well as federal civil rights laws and is designed to match your unique exposures. We believe the advantages offered by the MLPP make its liability and auto coverages the most effective and affordable coverages available for Oklahoma municipalities. The OMAG MLPP is nearly 500 members strong.

OMAG is an organization created, owned and governed by the cities and towns we serve and it is our pleasure to serve you. We appreciate your support and participation in OMAG's MLPP. Questions regarding this letter or your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.
.

Sincerely,

Randy Stone

Randy Stone, Underwriting Director

GLRL (1.5)

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Municipal Liability Protection Plan

Declarations Page

1. PLAN MEMBER and Mailing Address: **CITY OF GLENPOOL**, **12205 S. YUKON AVE.**, **GLENPOOL OK 74033**
   AGREEMENT NUMBER: **GLA 1400473 01**

2. Plan Period: From 12:01 A.M. Central Standard Time at the address of the Plan Member
   From **07/01/2017** to **07/01/2018**

3. The Plan Member is a(n) **MUNICIPALITY**

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE		PREMIUM
GENERAL LIABILITY (PARTS I,IV, AND V)		
A. Bodily Injury	B. Property Damage	**$45,358**
C. Personal Injury	D. Errors and Omissions	Coverages A,B,C,D,I,J,L
I. Pollution Damage	J. Defense Reimbursement	
[ ] Prior Acts Coverage	L. W.C. Retaliation Defense	
AUTOMOBILE LIABILITY (PART II)		
E. Bodily and Personal Injury	F. Property Damage	**$6,914** Coverages E,F
[X] Hired and Non-owned Automobile Coverage		**$35** Hired and Non-owned
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)		
G. Automobile Physical Damage		**$8,920** Coverages G
1. Comprehensive / 2. Specified Perils / 3. Collision — Per fleet schedule		
[ ] Hired Auto Physical Damage Limit:		
H. Equipment Physical Damage - Per equipment schedule		**$4,632** Coverages H
[ ] Mobile Equipment Leased/Rented Limit: **$0**		

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L

Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal
$ 125,000 Each Other Loss Per Occurrence
$ 1,000,000 Aggregate Per Occurrence

Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

$ 10,000 Medical Payments for Volunteers Per Loss
$ 1,000,000 Each Other Loss Per Occurrence

Annual Aggregate

$ 2,000,000 Coverages C,D
$ 10,000 Coverage J

$65,859 Total Premium (This is not an invoice)

6. DEDUCTIBLES

Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and utility disruptions.
Coverages C,D: **$1,000** Per Occurrence
Coverages G,H: Per Schedule or Endorsement
Coverage I: $1,000 Per Pollution Incident
Coverage J: $5,000 SIR

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

Jonathan D. Woods

OMAG Representative

05/12/2017
Date

MLPP DEC (1.19)

OMAG

STANDARD PLAN INVOICE

Mail Payment to:

OMAG
3650 S. Boulevard
Edmond, Ok 73013-5581

TO: MS. DEBORAH PENGELLY
CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

June 4, 2017

Premium for the Participation in the OMAG Workers' Compensation STANDARD PLAN Plan for the period of July 1, 2017 to July 1, 2018	$212,808.00
AMOUNT DUE	$212,808.00

This Payment is due by July 15, 2017

Mail payment to address shown above.

NOTE: Unless a due date is stated above, this invoice is due and payable on or before the first day of the agreement period.

OMAG is an Interlocal Cooperation Act Agency of Cities and Towns Providing:
Municipal Liability Protection Plan - Municipal Property Plan - Workers' Compensation Plan

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Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 01

Policy Period: 07/01/2017 To 07/01/2018

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

Class Code	DESCRIPTION	Payroll	Employee No	Volunteer No	RATE	Premium
5611	Street or Road	145,153	6	0	11.080	16,083
7520	Waterworks Oper	288,045	8	0	7.370	21,229
7710	Firefighters &	1,297,397	22	0	7.420	96,267
7711A	Firefighters, C	7,000	0	14	8.930	625
7720	Police Officers	1,414,982	35	0	5.530	78,249
8601	City Engineer	83,748	1	0	0.620	519
8810	Clerical Office	681,623	22	0	0.330	2,249
8820	Attorney - All	105,620	1	0	0.730	771
8831	Animal Control	37,530	2	0	2.500	938
9015	Building Operat	69,281	2	0	6.600	4,573
9410	Municipal or To	140,375	3	0	2.850	4,001
	Sum	4,270,754	102.0	14.0		

STANDARD PREMIUM: 225,504

EXPERIENCE MODIFICATION APPLIED: 1.3200 72,161

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Workers' Compensation Standard Plan

MEMBER: CITY OF GLENPOOL

Policy Number: QWC 1400124 01

Policy Period: 07/01/2017 To 07/01/2018

ADDRESS: CITY OF GLENPOOL
12205 S. YUKON AVE.
GLENPOOL OK 74033

PREMIUM DISCOUNT:	24.5%	-72,928
TERRORISM:		427
CATASTROPHE:		427
CLAIMS HANDLING CREDIT:	15%	-33,839
EXPENSE CONSTANT		140
STANDARD PLAN SUB-TOTAL:		191,892
OMAG ADMIN FEE:	10.9%	20,916
TOTAL PREMIUM:		212,808

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director/Treasurer

Date: June 18, 2018

Subject: Transfers between Funds

Background:

The current 2017-2018 Adopted budget includes various transfers between different funds. Some of these transfers are done on a monthly basis and the others are customarily done in the last month of the fiscal year. The list below shows the amount and reason for transfer.

Transfers	Amount	Comments
From General Fund to GUSA	$1,677,175	1% Sales tax
From General Fund to GUSA	$1,860,000	Security Agreement to Cover Debt Service
From General Fund to Hotel	$232,685	Economic Development
From GIA to General	$31,500	Utility Reimbursement
From GIA to General	$14,400	EMS Rental
From GUSA to General	$1,860,000	Reimbursement per Security Agreement
From GUSA to General	$237,558	Capital Projects Soccer Complex

Staff Recommendation:

Staff recommends approval of these transfers, which is consistent with the 2017-2018 Adopted Budget.

Attachments:

2017-2018 Adopted Budget Transfers

CITY OF GLENPOOL
TRANSFERS
FY2018 BUDGET

		TRANSFERS FROM												
		01	02	03	04	05	30	45	50	51	52			
TRANSFERS TO		GENERAL FUND	GUSA	CIF	Park & Rec	Hotel-Moel Tax	GIA	SEWER EXT	ST & INFRA	PUBLIC SAFETY CAP	PUBLIC SAFETY PERS	TOTAL	CHECK	VAR
01	GENERAL FUND		2,097,558	-	-	-	45,900	-	-	-	-	2,143,458	2,143,458	-
02	GUSA	3,537,175		-	-	-	-	-	-	-	-	3,537,175	3,537,175	-
03	CIF	-	-		-	-	-	-	-	-	-	-	-	-
04	Park & Rec		-	-		-		-	-	-	-	-	-	-
05	Hoel-Motel Tax	232,685	-	-	-		-	-	-	-	-	232,685	232,685	-
30	GIA	-	-	-	-	-		-	-	-	-	-	-	-
50	ST & INFRA	-		-	-	-	-	-		-	-	-	-	-
51	PUBLIC SAFETY CAP	25,000		-	-	-	-	-	-		-	25,000	25,000	-
52	PUBLIC SAFETY PERS	-		-	-	-	-	-	-	-		-	-	-
														-
		3,794,860	**2,097,558**	**-**	**-**	**-**	**45,900**	**-**	**-**	**-**	**-**	**5,938,318**	5,938,318	-
	check	3,794,860	2,097,558	-	-	-	45,900	-	-	-	-	**5,938,318**	-	
	variance	-	-	-	-	-	-	-	-	-	-			

City Of Glenpool

Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: PAVING REPAIR PROJECT – "KENDALWOOD ADDITION"

DATE: JUNE 18, 2018

BACKGROUND:

This item is for Council consideration and action regarding the review and approval of a proposal solicited and received from Dunham's Asphalt Services, Inc. in the amount of $45,522.00 covering the completion of a certain paving repair project located in Kendalwood Addition - north of 141st Street. The project is specifically located at the intersection of South Poplar Place and East 137th Place. Attached are several photos of the area in question. As illustarted on the attached Exhibit 'A', the proposed repair site (Project Area) extends along 137th Place - east to the common boundary between Kendalwood Addition and the second phase of Glen Abby. The Project Area on Poplar Place extends from the centerline of 137th Place south 75' and north 75'. Also note in the attached site photos, the project area contains existing asphalt paving with concrete curbing that has deteriorated significantlt over time and several sections of curbing have become depressed and is currently impededing the flow of stormwater on both streets. The ponded water shown in the photos demonstrates this issue.

To address these issues, Staff has developed a description of the work necessary to correct these difficiencies as detailed on the attached Work Description. This work description along with the associated Exhibit 'A' photo was issued to Dunham's Asphalt Services Inc. requesting a formal quote for the work specified with this repair project. The attached quote from Dunham Asphalt Services was received on June 10th. Staff has reviewed the quote as compaired to the intent described in the scope of work developed for the project and are in agreement with the proposal and the associated attachments. It should be noted that Dunham's Asphalt Services is the contractor used to accomplish several similar street repair projects in Rolling Meadows Addition in the fall of 2017.

Staff Recommendation:

The funding for this repair project is intended to be from the current 2017/18 FY Budget – Street Repairs - Item No. 01-6-14-6274. Staff recommends Council approval for the project and to authorize the City Manager to execute the agreement with Dunham's Ashalt Services, Inc. in an amount not to exceed $45,522.00.

Attachments:

- Site Photos.
- Repair Project Exhibit 'A'.
- Work Proposal from: Dunham's Asphalt Services, In.

Dunham's Asphalt Services, Inc.
Bid Proposal

June 12, 2018

City of Glenpool

RE: Street Repair @ 137th Place & Poplar Ave
See attached colored aerial

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Asphalt Paving Repair - Per attahced colored schematic
Saw cut as required
Remove asphalt & 6" subgrade
Haul off excess
Excavate to a depth of 1'
Place 6" Type A Aggregate base
Place and compact New 6" Asphalt {4" Asphalt Base w/ 2" Asphalt Surface
Remove and replace approx 200 lf of Concrete curb & Gutter
2" Mill and Overlay per attached colored sketch

Total Base Bid	**$**	**45,522.00**

Respectfully,

Tim Quattrocchi

Contact Info:
Mobil: 918.231.8000
tim@dunhamsasphalt.com

Accepted By:_____ Date: _____

City of Glenpool

Street Repair And Drainage Improvement Project

East 137th Place & South Poplar Place: Kendalwood Addition

Date: June 8, 2018

Project Location and Description of the Work

1. **Kendalwood Addition: Paving and Curbing Removal, Repair, Replacement, Milling and Overlay on East 137th Place from South Poplar Place to the Common Boundary Between Kendalwood Addition and Glen Abbey Addition and on South Poplar Place from 75' South of the Centerline of 137th Place to 100' North of the Centerline of East 137th Place Labeled as The Project Area (See Exhibit 'A')**

   - Saw cut and remove all existing asphalt surfacing and asphaltic base material the full width of the street on East 137th Place from the common boundary with Glen Abbey Addition to the east gutter line on South Poplar Place within The Project Area labeled Area of Reconstruction as illustrated on Exhibit 'A'.
   - Saw cut and remove approximately 200 LF of existing concrete curb and gutter at the SE corner of the intersection of East 137th Place and South Poplar Place and along certain areas of the north and south curb line of East 137th Place within The overall Project Area illustrated on Exhibit 'A' and as directed by the City Engineer.
   - Remove existing paving subgrade material and soils to a minimum depth of 12" below existing surfacing within the Area of Reconstruction and from under all removed concrete curb and gutter sections within both sections of the Project Area as illustrated on Exhibit 'A'
   - Remove all resulting debris from the site and dispose of in an approved manner.
   - Replace all removed subgrade soils material with ¾" Class "A" aggregate base material compacted to 95% of Standard Density to a level 6" below existing paving surface grade and under all removed concrete curbing.
   - Replace all removed concrete curb and gutter within both sections of the Project Area with City of Glenpool standard combination concrete curb and gutter at grades that provide adequate storm water gutter flows as directed by the City Engineer.
   - Apply an ODOT approved bituminous tack coat to all placed and compacted aggregate subgrade surfaces within the Project Area.
   - Place 4" of Type "A" asphaltic concrete base material continuous from face of gutter to face of gutter compacted to 95% of Standard Density within the Project Area labeled Area of Reconstruction.

- Mill 2" of existing asphaltic surface material on South Poplar Place from 75' south to 100' north of the centerline of East 137th Place within the Project Area labeled Mill and Overlay.
- The resulting millings are to be removed from the site and disposed of in an approved manner.
- Apply an ODOT approved bituminous tack coat to all placed and compacted asphalt subgrade surfaces and on all exposed concrete face of gutters within the Project Area.
- Place 2" of Type "B" asphaltic concrete wearing surface material continuous from face of gutter to face of gutter on South Poplar Place and East 137th Place compacted to 95% of Standard Density within the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grades at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface and gutter grades to insure proper storm water gutter flow.

Lump Sum in Words: Forty Five Thousand Five Hundred Twenty Two Dollars No/100

Total Price: $45,522.00

726
S POPLAR PL
KENDALWOOD W
MILL & OVERLAY
THE PROJECT AREA
AREA OF RECONSTRUCTION
E 137 PL S
727
727
728
728
728
730
730
730
728
GLENN ABBEY BLKS 7 THRU 13
GLENN ABBEY BLKS 7 THRU 13
1 inch = 30 feet
N

EXHIBIT 'A'

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: PAVING PRESERVATION PROJECT

DATE: JUNE 18, 2018

BACKGROUND:

This item is for Council consideration and action regarding the review and approval of a proposal solicited and received from Dunham's Asphalt Services, Inc. in the amount of $45,990.00. As noted, the proposal covers a comprhensive Paving Peservation project on certain public street paving surfaces in 'The Crossings at Glenpool Addition'. The specific area selected for this preservation project covers all streets within Phases I, II, and III of 'The Crossings' (The Project Area) as illustrated on the attached exhibit. The proposal received from Dunham's Asphalt outlines the scope of work involved with the preparatory street cleaning, crack sealing, and overall surface fog-sealing of the asphalt surfacing on the streets within the selected Project Area. The goal with this program is to provide a preventive maintenance application of a heavy duty ODOT approved emulsified asphaltic surface sealing compound developed for high traffic areas after all major surface cracks have been properly sealed. Note, Dunham Ashalt also included pricing for the same type of pavement sealing process covering both phases of "The Villages at Taylors Pond Addition", "Glen Abbey Addition", and "Pecan Estates Addition" as listed on the attched proposal sheets covering these additional project areas. These additional project may be addressed later in the 2018/2019 fiscal budget year.

Dunham Ashalt Services was one of two vendors solicited for this type of preventative work. The second company solicited was Oklahoma Paving and Chip Seal located in Tulsa. The attached copy of their proposal outlines the same scope of work for each of the housing additions listed, but specifies two different types of sealing compound. The the compound listed on page two of their proposal is the equivalent of the material and process described in the proposal from Dunham Asphalt, but totals $80,248.00 for the project in "The Crossings Addition" The material used to estimate the lower priced componds are of lesser grade for lower volume parking lot applications and not intended for high traffic areas - thus having a much shorter life expectancy.

Staff Recommendation:

The funding for this preventative maintenance project is intended to be from the current 2017/18 FY Budget – Street Repairs - Item No. 01-6-14-6274. Staff recommends Council approval for the project and to authorize the City Manager to execute the agreement with Dunham's Ashalt Services, Inc. in an amount not to exceed $45,990.00.

Attachments:

- Preventative Maintenance Project Exhibit 'A'.
- Work Proposal from: Dunham's Asphalt Services, Inc.
- Work Proposal from Oklahoma Paving & Chip Seal

Dunham's Asphalt Services, Inc.
Proposal

June 13, 2018

TO: City of Glenpool

RE: Crossing @ Glenpool Phase I, II, & III
Seal Coat

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Crackfill/ Seal Coat **285,960 sf**

Clean the parking lot/ Streets of all loose debris and vegetation.
Crackfill all large linear cracks (not the "alligator" areas) within the lot / streets
with hot, rubberized crackfill material.
Apply a second filling as needed.

Apply Star-Seal sealer to the perimeter of the parking lot using handheld squeegees
to establish the work area perimeters .
Apply 2 Coats of Star-Sealer blended w/ white sillica sand to the defined areas
using automatic equipment with spray

Total Base Bid	$	45,990.00

* Tax exempt

Respectfully,

Tim Quattrocchi

Contact Info:
Mobil: 918 231-8000
tim@dunhamsasphalt.com
www.dunhamsasphalt.com

Accepted By:_____ Date_____

NAPA
NATIONAL ASPHALT PAVEMENT ASSOCIATION

Dunham's Asphalt Services, Inc.
Proposal

June 13, 2018

TO: City of Glenpool

RE: Cottages @ Taylor's Pond PHASE I & II
Seal Coat

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Crackfill/ Seal Coat **355,700 sf**

Clean the parking lot/ Streets of all loose debris and vegetation.
Crackfill all large linear cracks (not the "alligator" areas) within the lot / streets
with hot, rubberized crackfill material.
Apply a second filling as needed.

Apply Star-Seal sealer to the perimeter of the parking lot using handheld squeegees
to establish the work area perimeters .
Apply 2 Coats of Star-Sealer blended w/ white sillica sand to the defined areas
using automatic equipment with spray

Total Base Bid	$	56,990.00

* Tax exempt

Respectfully ,

Tim Quattrocchi

Contact Info:
Mobil: 918 231-8000
tim@dunhamsasphalt.com
www.dunhamsasphalt.com

Accepted By:_____ Date_____

NATIONAL ASPHALT PAVEMENT ASSOCIATION

Dunham's Asphalt Services, Inc.
Proposal

June 13, 2018

TO: City of Glenpool

RE: Pecan Estates
Seal Coat

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Crackfill/ Seal Coat **218,390 sf**

Clean the parking lot/ Streets of all loose debris and vegetation.
Crackfill all large linear cracks (not the "alligator" areas) within the lot / streets
with hot, rubberized crackfill material.
Apply a second filling as needed.

Apply Star-Seal sealer to the perimeter of the parking lot using handheld squeegees
to establish the work area perimeters .
Apply 2 Coats of Star-Sealer blended w/ white sillica sand to the defined areas
using automatic equipment with spray

Total Base Bid	$	34,999.00

* Tax exempt

Respectfully,

Tim Quattrocchi

Contact Info:
Mobil: 918 231-8000
tim@dunhamsasphalt.com
www.dunhamsasphalt.com

Accepted By:_____ Date_____

NATIONAL ASPHALT PAVEMENT ASSOCIATION

Dunham's Asphalt Services, Inc.
Proposal

June 13, 2018

TO: City of Glenpool

RE: Glen Abbey PHASE 1
Seal Coat

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Crackfill/ Seal Coat **105.175 sf**

Clean the parking lot/ Streets of all loose debris and vegetation.
Crackfill all large linear cracks (not the "alligator" areas) within the lot / streets
with hot, rubberized crackfill material.
Apply a second filling as needed.

Apply Star-Seal sealer to the perimeter of the parking lot using handheld squeegees
to establish the work area perimeters .
Apply 2 Coats of Star-Sealer blended w/ white sillica sand to the defined areas
using automatic equipment with spray

Total Base Bid	$	17,920.00

* Tax exempt

Respectfully,

Tim Quattrocchi

Contact Info:
Mobil: 918 231-8000
tim@dunhamsasphalt.com
www.dunhamsasphalt.com

Accepted By:_____ Date_____

NATIONAL ASPHALT PAVEMENT ASSOCIATION

[city name, logo, contact information including address and phone number]

[date]

NOTICE

REQUEST FOR QUALIFICATIONS

[insert name of project here]

A) The City of [insert city name here] is requesting statements of qualifications from qualified engineering firms interested in providing professional design services for [insert street/water/bridge project here]. This RFP does not constitute a contract for services performed or to be performed. Following the selection of the consultant, the City will negotiate a finalized scope of services.

Please submit [2] paper and [1] electronic copies of the proposal. Submissions shall be received no later than [**time, day of week, month/date/year**]. Proposals must be submitted in a sealed envelope with the proposal title and closing date clearly identified. Late proposals will not be accepted.

Questions about the proposal shall be addressed to	**Name** **Email address** **Phone number**
Proposals shall be submitted to:	**Name** **Title** **City of** **Address 1** **Address 2** **Address 3**

B) The scope of the project includes: [insert description of project scope here]

C) Qualifications shall include

1. Cover letter
2. Project understanding and approach
3. Project schedule
4. Project staffing and organizational chart
5. Qualifications of the engineer/project manager
6. Similar project experience
7. Description of additional services
8. Two references for similar projects completed in the last five years

Qualifications should identify project managers, experience and education of key personnel and proximity and familiarity with the project area.

Firms shall not include a fee schedule with proposals.

Firms interested in performing services must exhibit considerable relevant experience with this type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work. They must be fully licensed in the State of Oklahoma, at the time of RFQ receipt for the type of work to be performed, and licenses must remain current during any contract term with the city.

D) Firms will be considered based on…

- Experience of the firm
- Experience and qualifications of the personnel
- Team availability and schedule
- Understanding of the project and project approach
- Quality and responsiveness of the proposal
- Proximity and understanding of the City of [insert city name here]

E) Conditions of the Statement of Qualifications

All costs associated with the preparation of the statement in response to the RFQ will be the responsibility of the preparer and will not be reimbursed.

The City of [insert city name here] reserves the right to reject any and all proposals and to waive irregularities in proposals received in response to the RFQ. Filing of a proposal with [insert city name here] in response to this invitation shall constitute an agreement of the proposer to these conditions.

RFQ SCHEDULE

Request for qualifications issued	[insert date issued]
Deadline for receiving proposal inquiries	[one week before proposals due]
Proposals due	[proposal due date]

Oklahoma Paving & Chip Seal
3171 S. 129th E. Ave. - Unit A, Box 1149
Tulsa OK 74134
918-982-9454

Date: 6-6-18

Subject: City of Glenpool
Additions including: Pecan Estates, Glen Abbey, Crossing Phase 1, Crossing Phase 2, Crossing Phase 3, Taylor Pond and Taylor Pond 2

To: Wes Richter – Public Works Director
12205 S. Yukon Ave, Glenpool OK 74033
wrichter@cityofglenpool.com
918-209-4614

Description of Services: Base Bid

Fog Sealing: Using CSS-1h to rebind the surface and mitigate raveling issues. Material will dry to an absolute black color, which will beautify the pavement surface and provides tangible cosmetic benefit.

Equipment used: A standard bituminous distributors using spreader bar tips and adjusted for regulated flow set for a predetermined flow rates and constant pressure during the application process.

Fog Sealer Material: CSS-1h Emulsified Sealer/Binder will be used and is a chemically engineered asphalt preservation product comprised of a cationic emulsion and specially selected plasticizers specifically formulated for sealing asphalt city streets.

Crack Repair: Comprising a rubberizaed crack sealing material manually applied to all existing open cracks before sealing process.

Housing Addition Fog Sealing Breakdown, Material and Labor: CSS-1h

Cottages at Taylor's Pond – 128,709 SF at 6.5 cents per SF = $8,366.00
Cottages at Taylor's Pond II – 244,075 S.F at 6.5 cents per SF = $15,865.00
Crossing at Glenpool Phase I – 151,416 SF at 6.5 cents per SF = $9,842.00
Crossing at Glenpool Phase II – 131,442 SF at 6.5 cents per SF = $8,544.00
Crossing at Glenpool Phase III – 39,814 SF at 6.5 cents per SF = $2,588.00
$ 20,974
Pecan Estates – 313,274 SF at 6.5 cents per SF = $20,363.00
Glen Abby – 105,223 SF at 6.5 cents per SF = $6,839.00

Total - $72406.00

Crack Seal Material and Labor – All Additions - $12,000.00

Street Sweeper and Driver - $2625.00

Total Labor and Materials - $87,056.00

Add on for GSB 88

Housing Addition Fog Sealing Breakdown, Material and Labor: GSB 88

Cottages at Taylor's Pond – 128,709 SF at 25 cents per SF = $32,177.00
Cottages at Taylor's Pond II – 244,075 S.F at 25 cents per SF = $61,019.00
Crossing at Glenpool Phase I – 151,416 SF at 25 cents per SF = $37,854.00
Crossing at Glenpool Phase II – 131,442 SF at 25 cents per SF = $32,860.00
Crossing at Glenpool Phase III – 39,814 SF at 25 cents per SF = $9,534.00
$80,248
Pecan Estates – 313,274 SF at 25 cents per SF = $78,318.00
Glen Abby – 105,223 SF at 25 cents per SF = $26,306.00

Total - $278,068.00

Crack Seal Material and Labor – All Additions - $12,000.00

Street Sweeper and Driver - $2625.00

Total Labor and Materials - $292,693.00

Acceptance Of Proposal_____
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

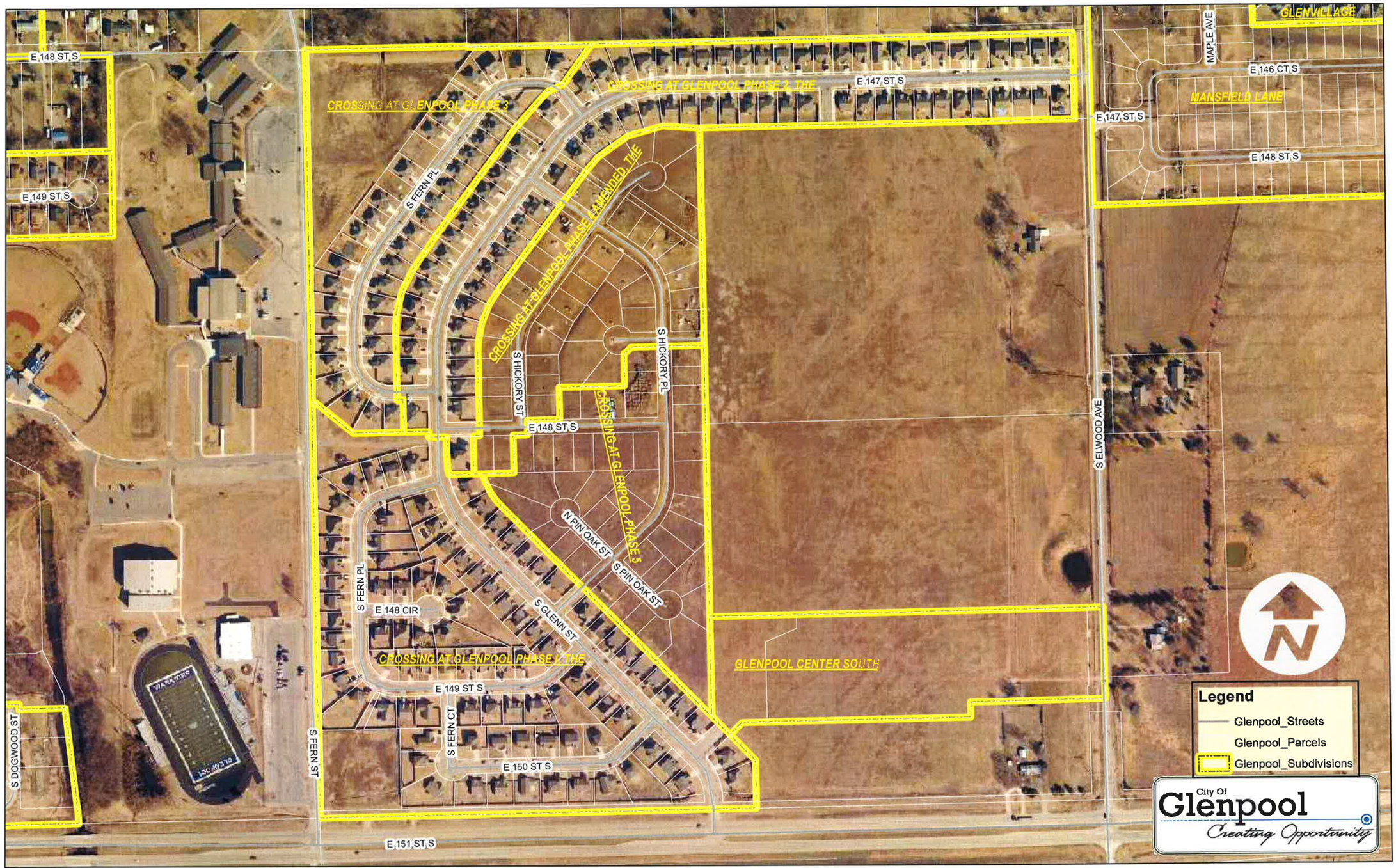
E 148 ST S
E 149 ST S
CROSSING AT GLENPOOL PHASE 3
CROSSING AT GLENPOOL PHASE 2, THE
E 147 ST S
S FERN PL
CROSSING AT GLENPOOL PHASE 4, AMENDED, THE
S HICKORY ST
S HICKORY PL
E 148 ST S
CROSSING AT GLENPOOL PHASE 5
N PIN OAK ST
S PIN OAK ST
S FERN PL
E 148 CIR
S GLENN ST
CROSSING AT GLENPOOL PHASE 6, THE
E 149 ST S
S FERN CT
E 150 ST S
S FERN ST
E 151 ST S
S DOGWOOD ST
GLENPOOL CENTER SOUTH
S ELWOOD AVE
MAPLE AVE
GLENVILLAGE
E 146 CT S
MANSFIELD LANE
E 147 ST S
E 148 ST S
Legend
Glenpool_Streets
Glenpool_Parcels
Glenpool_Subdivisions
City Of
Glenpool
Creating Opportunity

EXHIBIT 'A'

City Of Glenpool

Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS SERVING SOUTH 75 BUSINESS PARK ADDITION - PHASE II

DATE: JUNE 18, 2018

Background:

This is a request for Council consideration, approval, and possible action regarding the acceptance for ownership and maintenance of certain public infrastructure improvements installed to serve 'South 75 Business Park Addition - Phase II located along and south of South 166th Street immediately east of US Highway No. 75 per the attached subdivision plat and construction drawings. Specifically, these public improvements include:

- The installation of improvements associated with the public paving constructed for 166th Street providing access to US Highway No. 75.
- A public storm sewer collection and conveyance system including a certain storm water detention facility associated with the paving and general drainage improvements installed serving 166th Street and a small area of future commercial/industrial development north of 166th Street.
- A certain 12" public water main extension along 166th Street.

The Community Development Department Staff inspected these improvements during construction and have received and approved all required testing for conformance to City standard criteria. The improvements listed above have been covered by required Maintenance Bonds per the attached copies. The bonded amounts for each improvement system have been issued based on an Engineer's Statement of Cost submitted to Staff by the Project Engineer. Record (As-Built) drawings covering the installation of the listed public improvements have been received and approved by Staff as required prior to acceptance of the improvements by the City Council.

Staff Recommendation:

At this time, Staff recommends approval and acceptance of the public improvements described herein serving South 75 Business Park Addition - Phase II

Attachments:

A. Public Improvement Systems & Location Maps
B. Public Improvement Maintenance Bonds

Granite Re, Inc.

Bond# GR40646

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Ira M Green Construction, as Principal

and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Glenpool in the penal sum of

**** Fifty-Seven Thousand, Two Hundred Thirty-Four Dollars and No Cents ****

($ 57,234.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 24th day of May, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 23rd day of May, 2018 enter into a contract with the

South 75 Business Park, LLC

for: Sanitary Sewer to Serve South 75 Business Park.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (100%) of the contract price, and to remain in full force and effect for the period of

One (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction

Principal

BY: Brian Green

Title President

Granite Re, Inc.

Surety

BY: Amy Lambert

Amy Lambert, Attorney-in-Fact

GR0709-24

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; AMANDA J. SMITH-HUNTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW AMANDA J. SMITH-HUNTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 2nd day of November, 2017.

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 2nd day of November, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of May, 2018.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

Granite Re, Inc.

Bond# GR40647

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned
Ira M Green Construction, as Principal
and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:
City of Glenpool in the penal sum of
**** Fifty-Eight Thousand, Five Hundred Nineteen Dollars and No Cent ****
($ 58,519.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this 24th day of May, 20 18.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 23rd day of May, 20 18 enter into a contract with the
South 75 Business Park, LLC
for: Water Supply System to Serve South 75 Business Park.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (100%) of the contract price, and to remain in full force and effect for the period of
One (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction
Principal
BY: Brian Green
Title President

Granite Re, Inc.
Surety
BY: Amy Lambert
Amy Lambert, Attorney-in-Fact

GR0709-24

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; AMANDA J. SMITH-HUNTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW AMANDA J. SMITH-HUNTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 2nd day of November, 2017.

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 2nd day of November, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of May, 2018.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

Granite Re, Inc.

Bond# GR40648

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Ira M Green Construction, as Principal

and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Glenpool in the penal sum of

**** Thirty-Seven Thousand, Three Hundred Fifty-Three Dollars and Zero Cents ****

($ 37,353.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 24th day of May, 20 18.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 23rd day of May, 20 18 enter into a contract with the

Mark Allen Chevrolet

for: Public Water Line to Serve Mark Allen Chevrolet.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (100%) of the contract price, and to remain in full force and effect for the period of

One (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction

Principal

BY: Brian J Green

Title: President

Granite Re, Inc.

Surety

BY: Amy Lambert

Amy Lambert, Attorney-in-Fact

GR0709-24

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

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BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; AMANDA J. SMITH-HUNTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW AMANDA J. SMITH-HUNTER may lawfully do in the premises by virtue of these presents.

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Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 2nd day of November, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC.
Certificate

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"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of May, 20 18.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

TULSA CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES LABORATORY
5051 SOUTH 129th EAST AVENUE, TULSA, OK 74134
918-595-4200

JON
PO BOX 2145
CLAREMORE OK 74018

MSIS #:
LAB ID - SAMPLE ID 9409 - 429644

FACILITY JON
OWNER JON GRAMBLIN
OPERATOR
COUNTY TULSA

COLLECTOR
COLLECTED AT BUSINESS PARK
LOCATION CODE LT
CHLORINE

LOCAL DEQ (TULSA)
5051 SO 129TH E AVE
TULSA OK 74134

COLLECTED	04/03/2018	7:30
RECEIVED	04/04/2018	14:15
ANALYZED	04/04/2018	15:15

PHONE:
FAX:

SAMPLER REMARKS
LINE TEST

ANALYST REMARKS
Total Coliform: NEGATIVE

E. Coli: NEGATIVE

*The water is considered to be bacteriologically safe for human consumption.

TEST METHOD : PA/PA

Thursday, April 05, 2018

TULSA CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES LABORATORY
5051 SOUTH 129th EAST AVENUE, TULSA, OK 74134
918-595-4200

JON
PO BOX 2145
CLAREMORE OK 74018

LOCAL DEQ (TULSA)
5051 SO 129TH E AVE
TULSA OK 74134

COLLECTED	04/04/2018	9:30
RECEIVED	04/04/2018	14:15
ANALYZED	04/04/2018	15:15

MSIS #:
LAB ID - SAMPLE ID 9409 - 429645

FACILITY JON
OWNER JON GRAMBLIN
OPERATOR
COUNTY TULSA

PHONE:
FAX:

COLLECTOR
COLLECTED AT BUSINESS PARK
LOCATION CODE LT
CHLORINE

SAMPLER REMARKS
LINE TEST

ANALYST REMARKS
Total Coliform: NEGATIVE

E. Coli: NEGATIVE

*The water is considered to be bacteriologically safe for human consumption.

TEST METHOD : PA/PA

Thursday, April 05, 2018

Granite Re, Inc.

Bond# GR40644

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Ira M Green Construction, as Principal

and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Glenpool in the penal sum of

**** Two Hundred Nineteen Thousand, Five Hundred Nine Dollars and Fifteen Cents ****

($ 219,509.15) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 24th day of May, 20 18.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 23rd day of May, 20 18 enter into a contract with the

South 75 Business Park, LLC

for: Paving to Serve South 75 Business Park.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (___ 100 %) of the contract price, and to remain in full force and effect for the period of

Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of Two (2) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction

Principal

BY: Brian Green

Title President

Granite Re, Inc.

Surety

BY: Amy Lambert

Amy Lambert, Attorney-in-Fact

CR0709-24

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; AMANDA J. SMITH-HUNTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW AMANDA J. SMITH-HUNTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 2nd day of November, 2017.

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 2nd day of November, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of May, 2018.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

Granite Re, Inc.

Bond# GR40645

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned
Ira M Green Construction, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:
City of Glenpool in the penal sum of
**** One Hundred Forty-Six Thousand, Four Hundred Forty Dollars and Zero Cents ****
($ 146,440.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this 24th day of May, 20 18.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 23rd day of May, 20 18 enter into a contract with the
South 75 Business Park, LLC
for: Storm Sewer to Serve South 75 Business Park.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred **** percent (100 %) of the contract price, and to remain in full force and effect for the period of
Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of Two (2) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction
Principal
BY: Brian Green
Title President

Granite Re, Inc.
Surety
BY: Amy Lambert
Amy Lambert, Attorney-in-Fact

GR0709-24

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To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW AMANDA J. SMITH-HUNTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 2nd day of November, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 2nd day of November, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

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Certificate

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> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 30th day of May, 20 17.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

South 75 Business Park Phase II

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION TWENTY SIX(26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

General Notes

1.1 TOPOGRAPHIC INFORMATION SHOWN HEREIN WAS PROVIDED BY TANNER CONSULTING, LLC.

1.2 ALL GRADES ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

1.3 WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF GLENPOOL, OKLAHOMA UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.

1.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORK ORDERS AND PERMITS FROM THE CITY, INCLUDING PROVISION OF BONDS AND INSURANCE AS REQUIRED.

1.5 THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.

1.6 ONE-TIME CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER. ANY RESTAKING WILL BE REQUESTED AND PAID FOR BY THE CONTRACTOR.

1.7 RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL WORK IN CITY OF GLENPOOL RIGHT-OF-WAY. PLEASE CALL 918-322-5409 FOR PERMIT INFORMATION.

1.8 ODOT PERMIT BY WALLACE ENGINEERING, PHONE: 918.584.5858

Benchmark 1

CHISELED "X" FOUND ON TOP OF ELECTRIC TRANSMISSION LINE CONCRETE POLE BASE STRUCTURE (NW BASE), LOCATED 475' SOUTH OF CENTERLINE OF WEST 166TH STREET SOUTH APPROX. 150' EAST OF WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26.

ELEVATION = 767.811' (NAVD88)
N: 341515.695 E: 2557327.476

Benchmark 2

SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.

ELEVATION = 774.69' (NAVD88)
N: 342729.270 E: 2557188.560

Benchmark 3

2" ALUMINUM CAP FOUND AT BASE OF PLASTIC ONEOK GAS LINE MARKER LOCATED 25' NORTH OF CENTERLINE OF PROJECTED 166TH STREET APPROXIMATELY 43' EAST OF WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26.
ELEVATION = 768.880' (NAVD88)
N: 341996.541 E: 2557202.752

Contact List

CITY OF GLENPOOL
LYNN BURROW
PO BOX 70
GLENPOOL, OK 74033
PHONE: (918) 322-5409

EAST CENTRAL OK ELECTRIC COOP
BILL DANGOTT
PO BOX 1178
OKMULGEE, OK 74447
PHONE: (918) 759-0833

ONEOK
NEAL JONES - NEW SERVICE
2001 S. HIGHWAY 81
MEDFORD, OK 73759
PHONE: (580) 396-6304

AT&T
ROB MYER
5305 E. 71ST STREET
TULSA, OK 74136
PHONE: (918) 596-4237

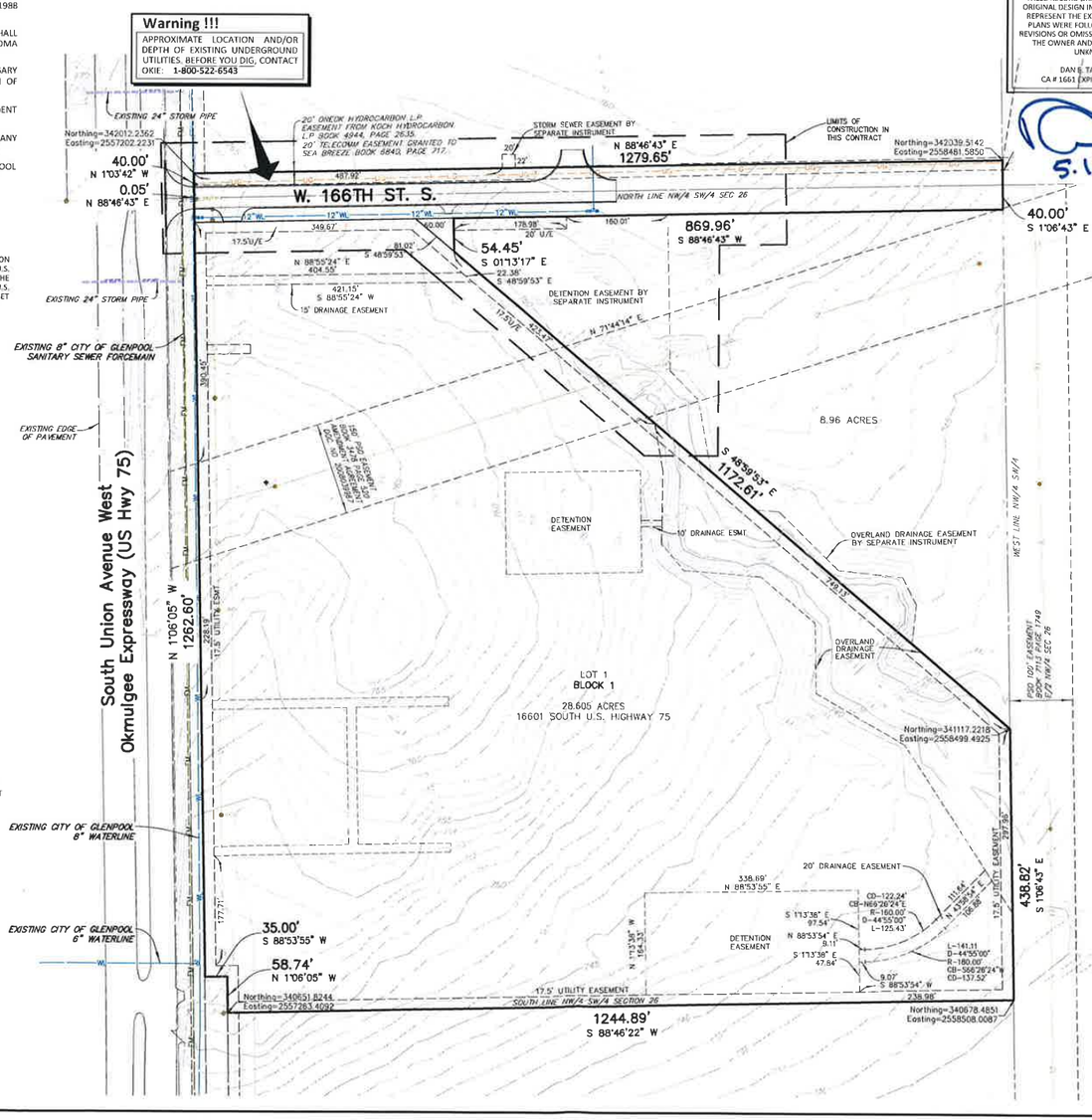
COX COMMUNICATIONS
ROBERT DREW
11811 EAST 51ST STREET
TULSA, OK 74145
PHONE: (918) 286-4657

OG&E
KEN LUCAS NEW CONSTRUCTION
PO BOX 321 M/C M228
OKC 73101
PHONE (405) 553-4224

OKIE TICKET NO: 161024163432 44 DATE: OCTOBER 24, 2016
LIMITED AREA OF LOCATE

Legend

BLDG	BUILDING
BM	BENCHMARK
B/L	BUILDING LINE
CHBS	CHISELED BOX, SET
CL	CENTERLINE
CO	SEWER CLEAN-OUT
CONC	CONCRETE
COR	CORNER
EPED	ELECTRIC PEDESTAL
ESMT	EASEMENT
FH	FIRE HYDRANT
FL	FLOWLINE
FLT	FLOWLINE, THROAT
FNC	FENCE
FND	FOUND
G	GUTTER
GUY	GUY ANCHOR
HEP	HORIZONTAL ELLIPTICAL PIPE
IP	IRON PIN
IPF	IRON PIN, FOUND
IPS	IRON PIN, SET
MAE	MUTUAL ACCESS ESMT
OE	OVERHEAD ELECTRIC
PFE	PIN FLAG, ELECTRIC
PFT	PIN FLAG, TELEPHONE
PP	POWER POLE
PPD	POWER POLE WITH DIP
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RWE	RESTRICTED WATERLINE ESMT
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
SDES	STORM DRAIN END SECTION
SDHW	STORM DRAIN HEADWALL
SDIN	STORM DRAIN INLET
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
SY	SQUARE YARDS
TC	TOP OF CURB
TG	TOP OF GRATE
TP	TOP OF PAVING
TPED	TELEPHONE PEDESTAL
TR	TOP OF RIM
WL	WATERLINE
WM	WATER METER
WMH	WATER MANHOLE
WV	WATER VALVE
UG	UNDERGROUND GAS LINE
UE	UNDERGROUND ELECTRIC
UT	UNDERGROUND TELEPHONE
U/E	UTILITY EASEMENT
XFMR	TRANSFORMER



THESE ABBREVIATED RECORD DRAWINGS REFLECT FIELD NOTES, MEASUREMENTS AND SURVEY DATA RELATED TO THE STORM DRAINS, SANITARY SEWER AND WATER MAINS THAT ARE SUBJECT TO PUBLIC MAINTENANCE. THIS INFORMATION HAS BEEN PREPARED IN ACCORDANCE WITH CITY REQUIREMENTS AS OF OUR LAST FIELD VISIT ON APRIL 13, 2018.

ALL OTHER INFORMATION DEPICTED ON THESE RECORD DRAWINGS IS BASED ON ORIGINAL DESIGN INTENT AND DOES NOT REPRESENT THE EXTENT TO WHICH THE PLANS WERE FOLLOWED, DEVIATIONS, REVISIONS OR OMISSIONS UNDERTAKEN BY THE OWNER AND CONTRACTOR ARE UNKNOWN.

DAN E. TANNER, P.E
CA # 1661 EXPIRES - 6/30/2019

5.14.2018

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

Location Map
Scale: 1"= 2000 NORTH

OWNER:
South 75 Business Park LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: REX ROBERTSON
Email: rex@forddevelopment.net
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248-1389
Phone: (972) 858-1111

Full Set Index

SHEET NUMBER - NAME
GE01 - SOUTH 75 BUSINESS PARK PHASE 2
GE02 - DIMENSIONED SITE PLAN
GE03 - GRADING AND EROSION CONTROL
GE04 - PAVING PLAN AND PROFILE
GE05 - INTERSECTION AND PAVING DETAILS
GE06 - PAVING DETAILS
SW07 - STORM DRAIN DA MAP
SW08 - STORM PLAN & PROFILE
SW09 - STORM ALIGNMENT DETAILS
SW10 - STORM ALIGNMENT DETAILS
SW11 - STORM SEWER DETAILS
SW12 - STORM SEWER DETAILS
SS13 - SANITARY SEWER PLAN & PROFILE
SS14 - SANITARY SEWER DETAILS
WL15 - WATER LINE PLAN AND PROFILE
WL16 - WATER LINE DETAIL

THE FOLLOWING STANDARD DRAWINGS FROM THE CITY OF GLENPOOL PUBLIC WORKS DEPARTMENT WILL BE REQUIRED:

COMMERCIAL DRIVE DETAILS
GENERAL NOTES AND RESIDENTIAL STREET WITH CURB SECTIONS
STANDARD ADA CURB RAMP, SIDEWALK AND DRIVEWAY DETAILS

STORM SEWER HEADWALLS FOR CONCRETE PIPE (4 SHEETS)
STORM SEWER PREFABRICATED END SECTIONS (2 SHEETS)

SANITARY SEWER STANDARDS DETAILS FOR PRECAST REINFORCED CONCRETE MANHOLES
SANITARY SEWER GENERAL REQUIREMENTS FOR CONSTRUCTION
SANITARY SEWER PIPE INSTALLATION DETAILS
SANITARY SEWER FRAME (RING) AND COVER (LID) DETAILS

WATER LINE APPURTENANCES INSTALLATION DETAILS
WATER LINE PIPE INSTALLATION DETAILS

THE FOLLOWING STANDARD DRAWINGS FROM ODOT WILL BE REQUIRED:

R-30 PREFABRICATED CULVERT END SECTIONS

GPS Site Control

TANNER CONSULTING, LLC WILL PROVIDE SITE GPS CONTROL. CONTRACTOR WILL CALIBRATE ON CONTROL IDENTIFIED BY TANNER CONSULTING, LLC. FOR THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY CONTROL BEFORE EACH USE FOR SITE WORK. CONTRACTOR WILL NOTIFY TANNER CONSULTING, LLC. PRIOR TO CONSTRUCTION ACTIVITIES OF ITS VERIFICATION AND ACCEPTANCE OF CONTROL. TANNER CONSULTING, LLC. ASSUMES NO RESPONSIBILITY FOR ANY PERCEIVED ERRORS OR INADEQUACIES IN PROVIDED CONTROL AFTER CONSTRUCTION HAS COMMENCED. CONTRACTOR ACCEPTS SOLE RESPONSIBILITY FOR THE ADEQUACY AND ACCURACY OF ALL CONTRACTOR-GENERATED FILES, DOCUMENTS AND MODELS FOR THE LENGTH OF THE PROJECT.

LICENSED PROFESSIONAL ENGINEER
Dan Edwin Tanner
13088
OKLAHOMA
5.2.2017

Tanner Consulting LLC
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING
5323 SOUTH LEWIS AVENUE
TULSA OKLAHOMA 74105-6539
OFFICE: 918.745.9929
www.tannerbaltshop.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 1661 EXP. 6/30/2019

BEFORE YOU DIG CALL OKIE

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF TANNER CONSULTING. NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION AND CONSENT. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF TANNER CONSULTING ARE UNAUTHORIZED AND SHALL RELIEVE TANNER CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

MILESTONE	DATE
1st SUBMITTAL	02/21/17
2nd SUBMITTAL	03/03/17
3rd SUBMITTAL	04/12/17

PLOT DATE: 5/14/18

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION).

S. 75 Business Park Ph II
SE Corner of W 166st St S. & Hwy 75
Glenpool, Oklahoma

PROJECT: 16079
ISSUE DATE
ATLAS PAGE NO N/A
PLAN SCALE: (H) 1"=100'
(V) N/A

South 75 Business Park Phase 2

GE01
OF 16

Site Notes

2.1 ALL DIMENSIONS SHOWN HEREON ARE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE STATED.

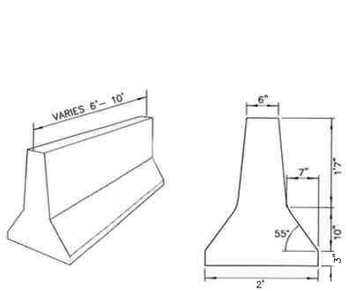
2.2 THE CONTRACTOR SHALL MAINTAIN A TWO FOOT (2') SEPARATION BETWEEN THE GAS LINE CONDUIT AND ALL OTHER CONDUITS.

2.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL CONDUITS PRIOR TO PAVING WHETHER OR NOT SHOWN ON CIVIL PLANS.

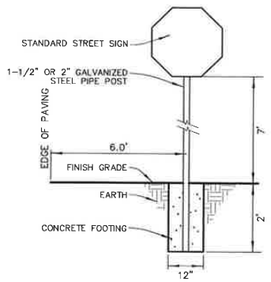
2.4 CONTRACTOR SHALL COORDINATE ALL UTILITY SERVICES WITH UTILITY SUPPLIER. LAYOUT MAY BE MODIFIED AS NEEDED.

2.5 MAXIMUM FINISHED LONGITUDINAL SLOPE FOR SIDEWALK MUST NOT EXCEED 5%, UNLESS OTHERWISE SPECIFIED HEREIN. MAXIMUM FINISHED CROSS SLOPE FOR SIDEWALKS MUST NOT EXCEED 2%.

ALL WORK MUST MEET APPLICABLE ADA REQUIREMENTS. ANY CONSTRUCTED SLOPES EXCEEDING ADA REQUIREMENTS MUST BE REPLACED PRIOR TO ACCEPTANCE.



B Jersey Barrier
Scale: NTS



A Street Sign Detail
Scale: NTS

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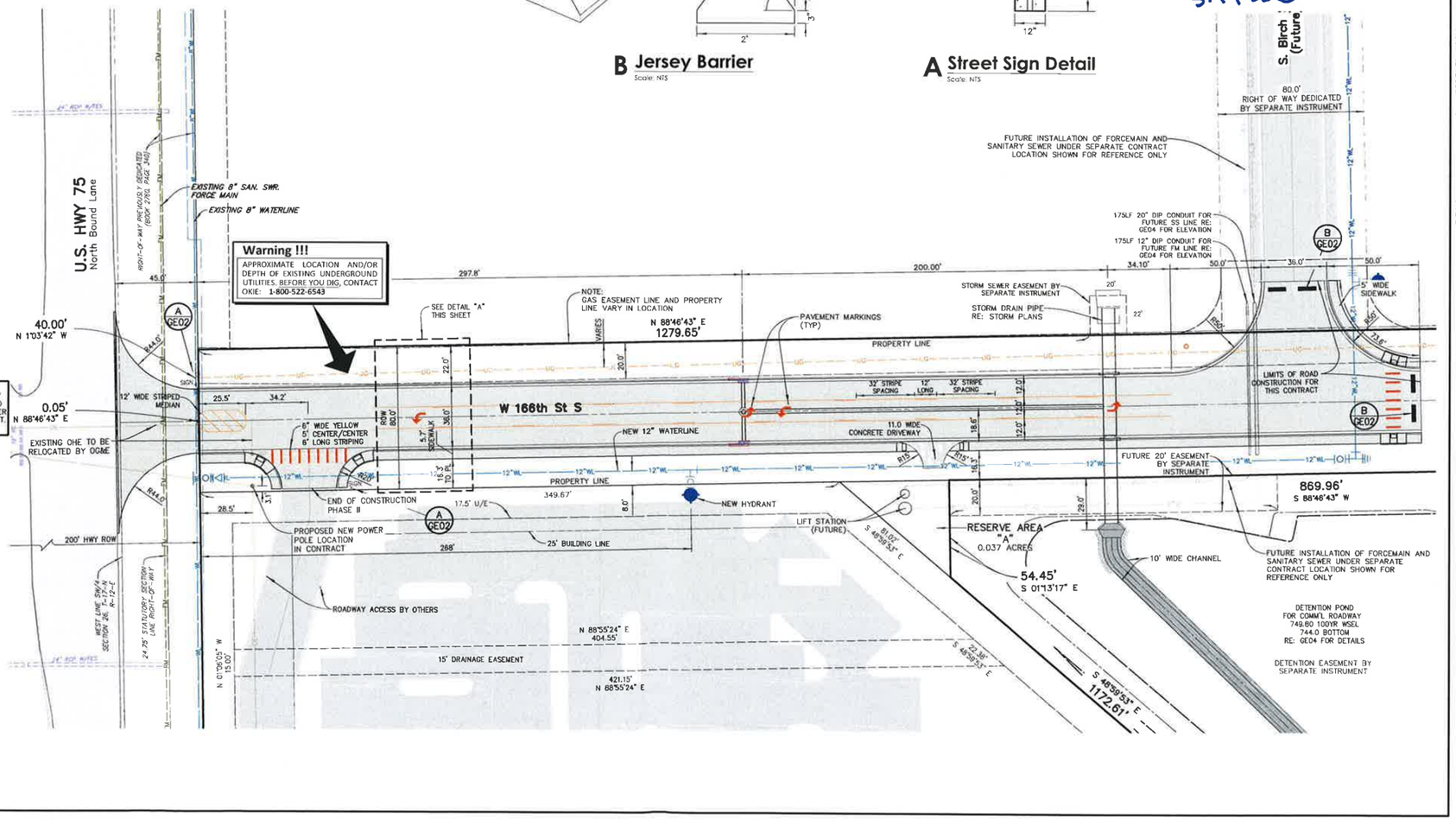
DAN E. TANNER, P.E
CA # 1661 EXPIRES - 6/30/2019

5.14.2018

NORTH
0 15 30 45
Scale: 1"= 30'
Tanner Consulting



Legend

AI	AREA INLET
C&G	CURB & GUTTER
CO	SEWER CLEAN-OUT
CONC	CONCRETE
CHBS	CHISELED BOX SET
CHXF	CHISELED X FOUND
CVF	CHISELED V FOUND
D/E	DRAINAGE EASEMENT
DS	DOWNSPOUT
ESMT	EASEMENT
FES	FLARED END SECTION
FH	FIRE HYDRANT
GUY	GUY ANCHOR
IPF	IRON PIN FOUND
IPFYC	IRON PIN FOUND, YELLOW CAP
OE	OVERHEAD ELECTRIC
PP	POWER POLE
R	RADIUS
RE:	REFER TO
ROW	RIGHT OF WAY
SDIN	STORM DRAIN INLET
SDJB	STORM DRAIN JUNCTION BOX
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
TMH	TELEPHONE MANHOLE
TYP	TYPICAL
WL	WATERLINE
WM	WATER METER
WV	WATER VALVE
UG	UNDERGROUND GAS LINE
UE	UNDERGROUND ELECTRIC
UT	UNDERGROUND TELEPHONE
U/E	UTILITY EASEMENT
XFMR	TRANSFORMER

Dan Edwin Tanner 13088 OKLAHOMA PROFESSIONAL ENGINEER
5.8.2017

Tanner Consulting LLC
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING
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CERTIFICATE OF AUTHORIZATION NO OK CA 1661 EXP. 6/30/2019

BEFORE YOU DIG CALL OKIE

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF TANNER CONSULTING, LLC. ANY CHANGES MADE TO THESE PLANS WITHOUT THE CONSENT OF TANNER CONSULTING, LLC ARE UNAUTHORIZED AND SHALL RELIEVE TANNER CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

MILESTONE	DATE
1st SUBMITTAL	02/21/17
2nd SUBMITTAL	03/03/17
3rd SUBMITTAL	04/24/17

PLOT DATE: 5/14/18

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS (INCLUDING ODOT 2009 EDITION)

S. 75 Business Park Ph II

SE Corner of W 166st St S. & Hwy 75
Glenpool, Oklahoma

PROJECT	16079
ISSUE DATE	
ATLAS PAGE NO	N/A
PLAN SCALE (H)	1"=30'
(V)	N/A

Dimensioned Site Plan

GE02
OF 16

Storm Plan

Scale: 1"= 30'

INSERT "A"

Scale: 1"= 30'

Benchmark 1

CHISELED "X" FOUND ON TOP OF ELECTRIC TRANSMISSION LINE CONCRETE POLE BASE STRUCTURE (NW BASE), LOCATED 475' SOUTH OF CENTERLINE OF WEST 166TH STREET SOUTH APPROX. 150' EAST OF WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26.

ELEVATION = 767.811' (NAVD88)
N: 341515.695 E: 2557327.476

Benchmark 2

SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.

ELEVATION = 774.69' (NAVD88)
[illegible]188.560

THESE ABBREVIATED RECORD DRAWINGS REFLECT FIELD NOTES, MEASUREMENTS AND SURVEY DATA RELATED TO THE STORM DRAINS, SANITARY SEWER AND WATER MAINS THAT ARE SUBJECT TO PUBLIC MAINTENANCE. THIS INFORMATION HAS BEEN PREPARED IN ACCORDANCE WITH CITY REQUIREMENTS AS OF OUR LAST FIELD VISIT ON APRIL 13, 2018.

ALL OTHER INFORMATION DEPICTED ON THESE RECORD DRAWINGS IS BASED ON ORIGINAL DESIGN INTENT AND DOES NOT REPRESENT THE EXTENT TO WHICH THE PLANS WERE FOLLOWED. DEVIATIONS, REVISIONS OR OMISSIONS UNDERTAKEN BY THE OWNER AND CONTRACTOR ARE UNKNOWN.

DAN E. TANNER, P.E
CA # 1661 EXPIRES - 6/30/2019

5.14.2018

Storm B Profile

Scale: 1"= 50' HORZ : 1"= 5' VERT

Storm C Profile

Scale: 1"= 50' HORZ : 1"= 5' VERT

Storm A Profile

Scale: 1"= 50' HORZ : 1"= 5' VERT

Dan Edwin Tanner
13099
OKLAHOMA
5.8.2017

Tanner Consulting LLC
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING
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TULSA OKLAHOMA 74105-6539
OFFICE: 918.745.9929
www.tannerbalshop.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 1661 EXP. 6/30/2019

BEFORE YOU DIG CALL OKIE

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MILESTONE	DATE
1st SUBMITTAL	02/21/17
2nd SUBMITTAL	03/03/17
3rd SUBMITTAL	04/12/17

PLOT DATE: 5/14/18

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION).

S. 75 Business Park Ph II

SE Corner of W 166st St S. & Hwy 75
Glenpool, Oklahoma

PROJECT:	16079
ISSUE DATE	
ATLAS PAGE NO	N/A
PLAN SCALE (H)	1"=30'
(V)	N/A

Storm Plan & Profile

SW08

OF 16

City Of Glenpool

Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: PROPOSED LEASE AGREEMENT: BLACK GOLD PARK CONCESSION BUILDING

DATE: JUNE 18, 2018

BACKGROUND:

Mr. Lance Cole and his wife Michelle have submitted a request to the Community Development Department outlining their desire to enter into an agreement with the City of Glenpool to operate a concessions business from the existing concession building located in Black Gold Park per the terms listed in the attached draft of a Lease Agreement. Mr. Cole and his wife Michelle currently own and operate a snowcone business (Koneheadz) here in the City near the 141st Street & Elwood Ave. intersection and want to expand that type of operation to Black Gold Park.

Mr. & Mrs. Cole have reviewed the attached lease agreement as to the detailed provisions and the various responsibilities outlined and are in agreement with the overall terms specified therein. I have attached a copy of this proposed Lease Agreement - which is nearly an exact copy of the previous agreement with Harper's Hut Shaved Ice, LLC, along with a copy of the applicable insurance coverage specified therein. Staff has reviewed the agreement for technical issues as to the areas of responsibility that are split between the Lessee and the City and agree with the document as written.

Staff Recommendation:

Staff recommends Council approval of the proposed Lease Agreement and to authorize the Mayor to execute the attached Lease Agreement on behalf of the City of Glenpool.

Attachments:

- City of Glenpool Lease Agreement with Lance & Michelle Cole, dba. 'Koneheadz'
- Certificate of Insurance Coverage

LEASE AGREEMENT

This Agreement ("**Agreement**") is made and entered into, and shall be deemed effective, as of the date it is executed by all undersigned parties, Lessor being the City of Glenpool, a municipal corporation, ("**City**" or "**Lessor**") and Lessee being Lance and Michelle Cole ("**Lessee**").

A. Lessor 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. Lessee 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, Lessor and Lessee 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) Lessor: City of Glenpool
c) Lessor's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lburrow@cityofglenpool.com
d) Lessee: Lance and Michelle Cole
e) Lessee'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 Lessor and Lessee, as noted below
g) Commencement Date of Lease: June 18, 2018
h) Expiration Date: December 31, 2018, 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 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. Lessee shall have the 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 Lessor 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 Lessor 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. Lessor 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 Days of the 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 Lessor shall be responsible for all capital repairs;
c) Lessee shall be responsible to provide all standard restroom supplies, such as paper products and soap, and Lessor shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

Section 4. Other Obligations of Lessee. It shall be the duty of the Lessee 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 Lessee may upon notice to the Lessor 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 Lessee requests and Lessor 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 Lessor harmless for any claims, liabilities or damages attributable directly to Operations of the Lessee, as described in section 2 above.

Section 5. Obligations of Lessor. It shall be the duty of the Lessor 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 Lessee.
d) Provide police protection of the Premises and surrounding areas, to include in particular the skateboard arena.
e) Hold Lessee harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the Lessor or of park patrons to the extent that Lessee is without fault.

Section 6. Insurance; Indemnification; and Release of claims

a) **Prior Submission of Insurance Compliance.** Lessee 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 activities under this Agreement.

b) **Scope.** Events within the scope of this provision include without limitation:
- Failure by Lessee 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 Lessor.

c) **Minimum Amounts.** Lessee 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) **Lessor as Additional Insured.** Lessee 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 Lessor at least thirty (30) days' prior written notification. The insurer shall have no recourse against Lessor for payment of any insurance premium. Any insurance benefit protecting Lessor against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to Lessor.

f) **Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor, 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 Lessee 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 Lessor 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 Lessee is in control of the Premises, Lessor 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 Lessee. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against Lessor, Lessee shall defend the same at its sole cost and expense; provided that, Lessor 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 Lessor or any of its officers, agents, and employees, or jointly against Lessor and Lessee and/or their respective officers, agents, and employees, Lessee shall satisfy such judgment in its entirety.

h) **Limitation of Liability.** Lessee 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 Lessee or any of its employees, or by the general public during Lessee's hours or operation. Lessee shall not be responsible for

damages or vandalism occurring while Lessee is not using the Premises or attributable to the acts of persons beyond Lessee's power to control.

Section 7. Option to Renew. Lessor and Lessee 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. Lessor's Right of Access. Lessor shall have an unlimited right to enter the Premises at its sole discretion, provided that Lessor shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of Lessee'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 Lessor if Lessee 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 Lessee's business, without fault of either party;
e) Expiration of the current term.

No later than thirty days after the termination of this Agreement, Lessee 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 Lessee's Operations is damaged during the Term of this Lease, other than by causes attributable to Lessee, Lessor 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 Lessor's reasonable judgment, more than thirty days to repair, then Lessee may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

a) **Of Lease.** Lessor shall not lease, license or otherwise enter into any agreement with any party other than Lessee for the use or occupancy of the Premises during the Term of this Agreement.
b) **Of Shaved Ice Sales.** Lessor 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. Lessor will provide, at no cost to Lessee, all utilities required by Lessee's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. Lessee 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 Lessor.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between Lessor and Lessee and no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee. 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. Lessor and Lessee 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 the day and year below written.

LESSOR: City of Glenpool

By: _____ _____
Timothy Lee Fox, Mayor Date

ATTEST:

By: _____ [SEAL]
Susan White, City Clerk

APPROVED AS TO FORM:

By: _____
Lowell Peterson, City Attorney

LESSEE: Business Name: **Koneheadz**

By: _____ _____
Lance Cole Date

By: _____ _____
Michelle Cole Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this day personally appeared before me Lance Cole to me known to be the Lessee described in, and who executed, the foregoing Lease Agreement, and acknowledged that he/she is duly authorized to sign such Lease Agreement and that he/she signed the same as his free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and official seal this _____ day of _____, 201___.

_____
Notary Public in and for the State of Oklahoma

My appointment expires: _____

Attachments:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2018

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	CONTACT NAME:	
StateFarm Steve Krokstrom 8701 S Garnett Ste B Broken Arrow, OK 74012	PHONE (A/C, No, Ext): 918-250-2616	FAX (A/C, No): 918-250-8067
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Farm Fire and Casualty Company	25143
INSURED Michelle Cole dba Kone Heads 13419 S 19th St Bixby, OK 74008	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
a	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			96-CB-N383-2	05/02/2018	05/02/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ $ 2,000,000 $ 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 OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
a	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		96CBZ8270	06/12/2018	06/12/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 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
	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

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION,

And THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

LOCAL 2990

FOR FISCAL YEARS

~~2017 &~~ 2018-2019 & 2019-2020

ARTICLE

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I. PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement ("Agreement"), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "City" and LOCAL NO. 2990, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "Union", to achieve and maintain harmonious relations between the parties hereto and for members of the Union ("Member(s)") and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

The Union agrees to provide a written (hard) copy and an electronic copy of the Agreement for use of the City. The City agrees to provide the City Seal on 5 written (hard) copies.

II. AUTHORITY AND TERM

Section 1. The City and the Union have, by these presents, reduced to writing this Agreement resulting from negotiations entered into by the City and the Union, in compliance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113..

Section 2. This Agreement shall become effective on the first day of July ~~2016, and~~2018 and shall remain in full force and effect until midnight, June 30, ~~2018~~ 2020 ("Term"). Notwithstanding, the parties of this Agreement understand that the city must comply with the Constitution of the State of Oklahoma and state statutes in all matters dealing with budgets and expenditures. The City must comply with 11 O.S. §§ 17-201 et seq. specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which appropriation must be considered by the Governing Body of the City prior to adoption of the City's ~~2017~~ 2019 and ~~2018~~ 2020 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by the end of fiscal year ~~2016 or 2017~~2019, the one hundred and twenty (120) days notification period set forth in 11 O.S. §51-112 of the Oklahoma State Statutes shall be waived and the parties shall immediately enter into good faith collective bargaining. Additionally, the City agrees to notify the Union by April 1st of fiscal year~~s 2016 and 2017~~2019 if the City anticipates being unable to appropriate adequate funds for the next successive year of this Agreement. In the event, City provides said notification to the Union, the one hundred and twenty days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

Section 3. Except as otherwise provided in Section 2 of this Article, whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the City at least one hundred twenty (120) days prior to the last day on which moneys can be appropriated by the City to cover the agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the City, acting through its corporate authorities, to meet at reasonable times and confer in good faith with the representatives of the Union within ten (10) days after receipt of written notice from the

Union requesting a meeting for purposes of collective bargaining. The obligation shall include the duty to cause any collective bargaining agreement resulting from negotiations to be reduced to a written agreement, the term of which shall not exceed one (1) year; provided, any such agreement shall continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Union at least thirty (30) days before anniversary date of such negotiated agreement. Within ten (10) days of receipt of such notice by the other party, a conference shall be scheduled for the purposes of collective bargaining, and until a new agreement is reached, the currently existing written agreement shall not expire and shall continue in full force and effect.

Section 5. In the event the Union and the City are unable, within thirty (30) days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues shall be submitted to arbitration, upon request of either party.

III. RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for all permanent Members of the Fire Department except those entitled to exemption as defined by statute.

IV. GRIEVANCE PROCEDURE

Section 1. The Union or any Member shall have the right to file a grievance with respect to any incident or dispute concerning the interpretation, enforcement or application of any provisions of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement and shall be afforded the full protection of all statutory provisions with respect to grievance resolution and/or arbitration as such provisions are implemented in this Article IV.

Section 2. The Union or any Member shall make a good faith attempt informally to resolve a potential grievance within ten (10) business days following the incident or dispute giving rise to the potential grievance and prior to filing the grievance. Within five (5) business days after said incident or dispute occurs, the potentially aggrieved Member, either directly or with the assistance of his Union President or the Union President's designated representative, shall report any such incident or dispute to the Fire Chief, or his designee. The Member, or the Member and his Union representative, and the Fire Chief, or his designee, shall make a good faith effort to resolve the incident in a manner satisfactory to all affected parties and thereby avoid the filing of a grievance.

Section 3. Within five (5) business days following the presentation of the potential grievance to the Fire Chief, or his designee, provided by Section 2 of this Article IV., the Fire Chief or his designee shall respond to the Member, or to the Member and his designated Union representative. The Fire Chief's, or his designated representative's, response may be submitted orally or in writing. In the event that the Fire Chief fails to respond before the expiration of ten (10) business days following the incident or dispute giving rise to the potential grievance, the Union or the Member may treat such failure to respond as denial of the potential grievance and proceed with the filing of a grievance.

Section 4. Any incident or any dispute referenced in Section 1 of this Article that is not informally resolved by the response required by Section 3 shall be addressed in the following manner:

A. Within five (5) business days following an unsatisfactory resolution of the potential grievance, whether due to a response in denial of the Fire Chief or his designee as provided by Section 3 or due to the Fire Chief's failure to respond, the Member shall present the incident or dispute to the Union Grievance Committee.

1. The Union Grievance Committee shall report its findings with respect to the existence, or not, of a valid grievance to the Member within five (5) business days following the presentation referenced in Section 4.A. of this Article.

2. If the Union Grievance Committee finds a grievance does exist, the Committee shall file the grievance by submitting a written report or statement to the City Manager within five (5) business days following such finding.

3. If the Union Grievance Committee finds a grievance does not exist, no further actions of the Committee shall be necessary; *provided that*, the Member may, on his own and with or without Union representation, file the grievance by submitting his own written report or statement to the City Manager within five (5) business days following such finding.

B. The City Manager shall provide his response to the grievance, in writing, to the Fire Chief, the Member involved and the Union President within five (5) business days following receipt of the written report or statement referenced in subsections 4.A.2. and 4.A.3. of this Article.

C. If the grievance is denied by the City Manager, within five (5) business days following such denial, and before either party invokes arbitration proceedings as provided by Section 4.D., the Member, or the Member and his Union representative, and the City Manager will meet in informal mediation in a second good faith effort to resolve the grievance before further action is taken.

D. In the event that the mediation resolution process provided in Section 4.C. fails to reach an agreement, either party may submit the grievance to arbitration within 30 calendar days following such failure. **If neither party requires arbitration within such 30-day period, the grievance shall be deemed conclusively denied.**

E. Arbitration Proceedings

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service ("FMCS").

2. Within ten (10) business days from the receipt of such list, a representative from each of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.

3. Upon notification to the FMCS of the selection of the arbitrator and once the arbitrator is contacted, the date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
4. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the City.
5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement
6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or deviate from provisions of the present Agreement or amendments hereof. (This shall not preclude individual wage grievances.)
7. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 5. All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed.

Section 6. It is specifically and expressly understood that filing a grievance under this Article which, as its last step, went to final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties and any representative of ether of their respective rights to litigate or otherwise contest the decision of the arbitrator rendered through the grievance procedure in any court or other appeal forum.

V. WAGES

Section 1. For Fiscal Year 2018-2019, all~~A~~ll Members covered by this Agreement shall receive an increase in their monthly salaries in accordance with the step-in-grade wage scale attached to this Agreement and incorporated herein as Appendix A. This schedule utilized data derived from the Paypoint Compensation Study and was negotiated between the parties. Members will be placed in the wage scale as outlined in Appendix B. This new wage scale and the placement of Members within the scale will be effective July 1, 2018. There will be no other step raises included in Fiscal Year 2018-2019, and all existing service dates (meaning the date of hire including any probationary period) will be changed to July 1st for purposes of Fiscal Year 2019-2020 Satisfactory Performance Increases.

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Section 2. For Fiscal Year 2018-2019, all Members who hold the rank of Firefighter as of July 1, 2018 will remain eligible to promote to Corporal as outlined in this CBA. In the event any Member is promoted during the term of the CBA, regardless of which fiscal year, the member's service date will reflect the date of promotion for future

Satisfactory Performance Increases, including for Fiscal Year 2019-2020 if appropriate. The City acknowledges the Union's desire to reserve their right to negotiate new service dates in future Agreements.

~~receive, on an annual basis corresponding to their anniversary of service date (meaning their date of hire including any probationary period for Members who have received no Satisfactory Performance Increase under Section 2 of this Article, or the date of their most recent Satisfactory Performance Increase), an increase in their monthly salaries in accordance with the step-in-grade placement schedule attached to this Agreement and incorporated herein as Appendix A, at the rate and step placement of their corresponding rank and years of service.~~

Section 32. Beginning in Fiscal Year 2019-2020, Members shall be eligible for a Satisfactory Performance Increase (SPI), at the end of each completed year of continuous service, from their service date as defined in Section 1 of this Article V, with the Glenpool Fire Department. Each Member, except for those at the maximum step of their pay grade, shall be eligible for an SPI twelve (12) months from the date of their most recent SPI. Members agree that there shall be no cost of living adjustment to the step-in-grade placement schedule for Fiscal Year 2019-2020.

Section 43. Members, who are promoted from Firefighter to Corporal, Corporal to Driver, Driver to Lieutenant, or Lieutenant to Captain, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such lowest step must be the lowest step that results in an increase of at least five (5~~3~~) percent per hour over the Member's preceding step in grade, as shown in Appendix A hereto.

Section 54. The steps in grade and grade advancements applicable to job description categories are attached hereto and made a part hereof at Appendix A. In the event of any conflict between Appendix A and any provision of this Article V, Appendix A shall control.

Section 65. The Chief shall select a firefighter to be designated as the "Training/Health/Safety Officer" who shall coordinate training activity. The Training/Health/Safety Officer is responsible for developing or obtaining training materials and providing instruction to department personnel, as well as other duties that are indicated in the Training/Health/Safety Officer job description. This position will be paid five percent (5 %) above the Member's normal rate of pay in accordance with Appendix A.

Section 76. Members who work in a rank above Captain for a period of five shifts or more shall be paid five percent (5 %) above their normal rate of pay for all shifts worked above the rank of Captain in excess of five. This pay increase provided in consideration of working out of grade will commence with the sixth shift the Member works in a rank above Captain and shall continue until the Member is no longer required to work in the higher-ranking position.

Section 87. Members will be allowed tuition reimbursement not to exceed $800.00 per Member for pre-approved, job–related and successfully completed education and/or training classes that are completed during each year of the Term of this Agreement. Courses may be degree or certificate eligible.

A. Courses provided in accordance with Section 5, Standards of Competency, Subsection 01 of the Glenpool Fire Department's Standard Operational Guidelines that are required for promotional purposes will be provided, as needed and within budgetary considerations, to Members through normal operating procedures and will not be counted against the allowable tuition reimbursement of each Member. Members will be compensated at their standard hourly rate of pay for the time required to complete courses that are mandatory for promotion.

B. Members will be eligible to collect reimbursement for costs associated with said training class, including but not limited to; registration fees, hotel expense for training requiring overnight lodging, meals, mileage (if utilizing personal vehicle), etc. as allowed by the Chief of the fire department, up to the maximum eligible amount.

C. The Fire Chief, or his designee, will not unilaterally withhold education or training approval without a valid and justifiable reason. Members whose requests have been denied may appeal to the City Manager, or his designee, to reconsider the request.

D. Members will be required to make their own registration and travel arrangements once education or training has been approved.

E. If education or training classes fall on a Member's regular work day, Member will receive normal pay for training and/or travel time. If training falls during a day off, Members agree that, except as otherwise provided by subsection A of this Section 8~~7~~ and because such non-mandatory training was at their request and discretion, they will not receive pay or compensatory time for any part or whole of that day.

F. Members may use a portion of this training reimbursement to purchase job related personal protective equipment, departmental clothing, and tools; provided that, all items proposed for reimbursement by the City must be job related and preapproved by the Fire Chief. Members understand they are limited to a combined total of $800.00 annually for tuition and/or equipment reimbursement. Members are strongly encouraged to use this funding to further their education as originally contemplated by the training reimbursement.

Section 9. Members will be paid a first responder certification pay for their highest level of certification obtained. This certification pay will be paid once per month on the first pay period of the month following the Fire Chief's receipt of a valid license for the member and continuing on the first pay period of each month as long as the license remains valid. Members are responsible for advising the Fire Chief in the event their license is suspended, revoked, expires or otherwise becomes ineligible for payment of the certification pay. Members will be responsible for reimbursement to the City of all certification pay received while ineligible for receipt of certification pay. Members may not be paid for more than one first responder certification during any pay period.

A. For Fiscal Year 2018-2019 Members are eligible for the first responder certification pay as follows:

1. Emergency Medical Technician (EMT): $300 Annually

2. Advanced Emergency Medical Technician (AEMT): $600 Annually

3. Paramedic: $750 Annually

B. For Fiscal Year 2019-2020 Members are eligible for the first responder certification pay as follows:

1. Emergency Medical Technician (EMT): $600 Annually

2. Advanced Emergency Medical Technician (AEMT): $1,200 Annually

3. Paramedic: $1,500 Annually

~~E.~~

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VI. WORK PERIOD, OVERTIME, CALL BACK AND STAFFING

Section 1. The work period for shift employees in the Union shall be the current fourteen (14) days, one hundred six (106) hours in an average two-week pay period.

Section 2. For all Members, overtime at a rate of not less than one and one-half (1 ½) times the regular hourly rate of pay shall be paid, or compensatory time off at a rate of one and one-half (1 ½) times the hours worked in excess of one hundred six (106) shall be granted, for all hours worked over one hundred six (106) in any work period. Overtime compensated by payment at the overtime rate shall be paid bi-weekly. It is understood that if a Member elects compensatory time in lieu of overtime compensation, he may only accrue up to a maximum of four hundred eighty (480) hours of compensatory time. Compensatory time must be taken at a time mutually convenient to the Member and the Fire Chief or his designee.

Section 3. "Call back" applies to those hours that a Member is required by the City to return to the City's premises, or elsewhere, in response to a general alarm or emergency situation. Any Member shall be compensated for all time worked during call back status at the established overtime rate provided by Section 2 of this Article. Any Member required to report as a call back shall receive a minimum of two (2) hours pay or compensatory time at the rate stated in Section 2 of this Article.

Section 4. All earned leave time used will be counted as hours worked when computing overtime pay as called for under the Fair Labor Standards Act (FLSA). However, compensatory time, which is taken in lieu of overtime pay, will not be counted as "earned leave" for the purpose of computing overtime.

Section 5. To ensure the safety of the public and members of the Fire Department, **minimum** staffing levels shall be as follows:

A. ~~(a) minimum~~ Minimum aggregate staffing level of ~~12~~ 21 ~~fire fighters~~operational members spread over three 24-hour shifts.

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B. ~~; and (b) one~~ Daily staffing shall be a minimum of two Companies.~~y~~, A company is defined as an apparatus and crew ~~and~~ having One Captain, One Lieutenant, One Driver, One Corporal, and One Firefighter.~~a minimum of one Captain or Lieutenant; one Driver or Corporal; and one Fire Fighter per shift.~~ Union and City

agree that the definition of a company above is intended as a guide to future growth and not as statement or intent of minimum manning within the department, shift or company.

C. Minimum company staffing shall be three operational members having one Officer (defined as a Captain or Lieutenant), one Equipment Operator (defined as Lieutenant, Driver or Corporal) and one Firefighter (defined as Corporal or Firefighter).

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Section 6. Members shall have the right and privilege to take leave whenever desired, so long as the leave does not interfere with the orderly operation of the Fire Department.

Section 7. It is permissible, but not required by the Fire Department or the City of Glenpool, that any Member who performs teaching duties for an outside employer that would be beneficial to Members may volunteer to provide such teaching services to other members of the Fire Department during hours that are off-duty for the instructor. Such Member performing such teaching duties may or may not look to his or her outside employer for compensation but in no case shall such Member be entitled to compensation in any form from the City of Glenpool and, in performing such duties, knowingly waives any expectation of such compensation.

VII. LONGEVITY PAY

Section 1. City shall pay each Member covered by this Agreement, longevity pay of Six Dollars ($6.00) per month for each completed year of service from the Member's date of hire. That is, longevity pay for each completed year of service shall be paid in accordance with the following schedule:

During the Course of Year:	Longevity Pay Shall Be:
1	-0- (no completed years of service)
2	$6.00 per month (for completion of year 1)
3	$12.00 per month (for completion of year 2)
4 and thereafter	Progressive $6.00 increments for each year of service completed

Section 2. The Member will receive longevity pay on the first pay period of each month.

VIII. INSURANCE

Section 1. It is the responsibility of the Union to provide group healthcare benefits to all eligible Members of the Glenpool Fire Department. For purposes of Article VIII only, eligible Members of the Fire department include probationary employees who are Members in good standing of the Local. Any ineligible Members shall be covered by the

group healthcare plan of the City of Glenpool, subject to the requirements of the providers said plan. It is further understood that any Member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any Member who drops the Union insurance plan and wishes to enroll at a later date, shall be subject to the requirements of the providers of the Unions insurance plan.

Section 2. The City agrees to contribute to the Union Insurance Fund on a monthly basis, a sum equal to the amount contributed for other City employees; however, in no event shall the sum paid for each Member who is enrolled in the Union's healthcare plan be less than the cost of (which includes the Medical, Dental and Vision coverage) the Union Insurance premiums. The City also agrees to withhold, through payroll deduction, premiums for family coverage of Members who wish this coverage. These deductions will be contributed monthly as well. If the City cancels its medical insurance program for general City employees during the term of the Agreement, City agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance providers as to control and policies.

Section 4. The Union shall have the right to submit a grievance to binding arbitration by giving the City written notice, of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for an month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action will be taken by the Union unless and until the Executive board of the Union shall have certified in writing to the City that the City has so failed to pay such contribution.

Section 5. The selection of the insurance provider shall rest solely with the Union.

Section 6. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

Section 7. The Union shall provide to the City, individual group enrollment cards to be supplied by the Group insurance carrier. The execution by the eligible individual Members shall demonstrate an election by said Members to be covered by the Union's Plan.

Section 8. The Union agrees to provide a copy of the monthly billing statement from its insurance provider monthly.

Section 9. Should the Union provide the City thirty (30) days' notice prior to the beginning of a new contract year that they wish to join the City's insurance plan, the City agrees to accept all current and retired Members subject to acceptance by the City's insurance carrier.

IX. ANNUAL LEAVE

Section 1. Members shall receive vacation time as follows:

Hire date – 5th year of service	10 shifts per year
6th -10th year of service	15 shifts per year
11th year of service – retirement	20 shifts per year

Section 2. Members shall be paid for vacation hours in excess of two hundred forty (240) hours at a straight time rate of pay. Those hours exceeding 240 will be paid to Members on their bi-weekly paychecks.

Section 3. In addition to vacation leave as provided by Section 1 of this Article IX, all Members shall receive compensatory time off (holiday leave) for twelve (12) working shifts during each year of the Term of this Agreement as compensation for holidays recognized by the City of Glenpool, regardless of whether any given Member does or does not work a holiday shift. Compensatory time off must be taken during each respective year of the Term of this Agreement at times mutually convenient to the Member and the Fire Department. Payment for holiday leave accrued but not taken during either year of the Term of this Agreement shall be paid as straight time at the regular rate of pay on the last pay period that occurs during each respective year of the Term of this Agreement, provided that if a Member retires or terminates employment during either year of the Term of this Agreement any unused balance of holiday leave shall be paid on that Member's final pay period. Holidays may not be accumulated or carried forward from one fiscal year to the next. Holiday shifts worked shall be paid at straight time rate of pay.

Section 4. All new employees shall receive holidays and personal days. These days will be prorated according to date of employment during the Term of this Agreement.

Section 5. Shift exchange. Members shall have the right and privilege to exchange shifts with other qualified regular Members, so long as said exchanges do not interfere with the orderly operation of the fire department, provided the exchange has been approved by the Fire Chief, or, in his absence, his designee. This does not include the case of emergencies. Members shall give as much notice as possible and enter information into the daily log. The Members shall give a record of exchanges to the Fire Chief.

X. SICK LEAVE AND PERSONAL DAYS

Section 1. All Members may accumulate twelve (12) days of sick leave during each year of the Term of this Agreement.

Section 2. There shall be no compensation or "buy back" for accumulated sick leave or in lieu of sick leave "buy back" in any form. Members shall receive up to three (3) excused days off per year for personal business. Requests for a personal day off shall be made to the Fire Chief within five (5) days before the requested day off: however, such five (5) day notice may be waived in the event of an emergency making it impossible to give such five days' notice. Requests for personal days will not be unreasonably denied.

Section 3. Personal days off may not be accumulated or carried forward from one fiscal year to the next. Members will not be paid for any unused personal days accrued during the Term of this Agreement.

Section 4. Members can donate up to three (3) shifts per year of sick leave to other Members, if the person that is off because of illness or accident has exhausted other avenues of leave, and the illness or accident is of such a nature as to justify the use of additional sick leave. The Chief reserves the right to request verification of any illness that results in the use of donated sick leave.

Article XI. Light Duty [Members with Work Restrictions Due to Illness or Injury]

Section 1. Purpose

The purpose of this policy is to clarify the conditions under which the City of Glenpool will place an Member on restricted or light duty and to provide guidance to the department for administering the policy consistently. Modified duty assignments provide beneficial effects to Members by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Member as an integral part of the fire department's operations.

Section 2. Definition

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Member suffering from an injury, illness, or diagnosis which requires significant modification of the Member's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Member and the City of Glenpool. Light duty allowed for Members while on sick Leave is contingent upon the Member's request, approval of which is at the sole and absolute discretion of the City Manager and the Fire Chief on a case by case basis. In no case shall the City create otherwise unnecessary or non-existent work duties for the purpose of assigning a Member to light duty. All such assignments shall supplement, not supplant, existing assignments within the Department.

Section 3. Scope

A. This policy will apply to full-time Members who have temporarily diminished capacity to perform regular job duties resulting from a job- related or off-duty injury, illness, or diagnosis which prohibits them from performing some or all of their regular job duties. Such Members may be assigned to light duty by the City, as provided by this Agreement.

B. Members must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts in order to be eligible for light duty assignment.

C. This policy will also apply to full-time Members on sick leave under the following conditions: (1) The Member's physical condition allows them to attend training or educational opportunities that are required to maintain fire service related certifications or appropriate Continuing Educational Units; (2) the dates that the CEU's are given might otherwise preclude a Member on sick leave from attending and maintaining their certifications; and (3) at the Member's request.

Section 4. Responsibility

A. The Member's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Member, an independent opinion from a physician selected by the City may be utilized to determine medical fitness for full or light duty.

B. The Chief's office, in consultation with the Training/Health/Safety Officer, is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Member by the treating physician. These restrictions will be reviewed by the Chief's office to determine availability of light duty work and in which light duty position the Member will be placed. The Chief's office, with guidance from the Member's physician, will monitor the Member's progress in returning to a full duty status.

C. Supervisors who are assigned Members on light duty are responsible to ensure the Member fully understands and follows work modifications requirements set forth by the Chief's office and Member's physician.

D. Members assigned to light duty will be responsible for providing the Chief's office with a note from the treating physician, no less than once every thirty (30) days, to ensure continuity of treatment and of restrictions creating the need for light duty.

Section 5. Non-Compliance (Line of Duty)

A Member's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or a Member's non-compliance with the work modifications set forth by the Chief's office and the treating physician will result in the termination of the Member's light duty assignment.

Section 6. Conditions

The City will consider placing a Member on light duty assignment for valid reasons including but not limited to the following.

- To assist a Member with recuperation from an on or off the job related injury or illness by reintroducing them gradually to the demands of their full-time position.
- To conserve resources by having a recuperating Member assist the Members of the department in the performance of their duties.
- To avoid placing a temporarily incapacitated Member in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief's office and treating physicians or by allowing them to attend training classes.
- To enable a Member to continue to provide a constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).
- In no case shall any Member be eligible for light duty assignment for more than five hundred twenty hours (520) in any calendar year.

Section 7. Procedures for Light Duty Assignments

A. When it is determined that an injured or ill Member is capable of light duty work following an examination by, and upon the City receiving notification from the treating physician that the Member is capable of performing light duties, the Member shall notify the Chief's office of his request for light duty assignment.

B. Members assigned to a light duty assignment **MUST** report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City the Member assigned to light duty will be excused from duty without additional compensation unless hours are used from the Member's holiday leave bank.

C. Members shall wear a uniform appropriate to their assignment, as determined by the Chief or his designee.

D. All fitness programs the Member participates in while on light duty must first be approved by the treating physician.

E. Members electing to use a sick, holiday or personal day shall do so in accordance with the provisions of this Agreement.

F. Members on light duty assignments shall notify their assigned supervisor and the Chief every 30 days of their progress and time line of return.

G. Before returning to full duties Members on light duty shall notify their assigned supervisor and Chief by providing a full medical release from the treating physician.

Section 8. Daily Staffing Level

A Member assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

Section 9. Light Duty Wages

Shift Members assigned to light duty shall be compensated in a manner intended to equalize pay between the 2080 annual hours worked by non-shift Members and the 2912 hours assigned to shift Members. As such, the hourly rate of a Light Duty Member shall be calculated as:

[(2912 hours X hourly rate) + (243 hours X hourly rate X .5)]/2080 = Light Duty Hourly Rate

During the term of a light duty assignment, Members utilizing annual leave, sick leave, or holiday leave shall have the corresponding number of hours deducted from their accrued leave balance for each such occurrence.

Article XII. UNION BUSINESS

Section 1. Upon acknowledgement of receipt of five (5) days' written notice to the Fire Chief or his designee, representatives of the Union shall be granted up to a combined total of one hundred twenty (120) hours per year off with pay to conduct bona fide Union business. The Fire Chief may waive the five (5) days written notice required by this Section 1 at his discretion.

Section 2. Time off under this Article shall be limited for use of not more than three (3) Union officers and/or three (3) elected negotiators, with the limitation of no more than one (1) Member off on duty shift at one time on Union business.

Section 3. Time off under this Article shall be deducted on an hour for hour basis. Upon completion of Union business, Members shall return to work.

Section 4. Meetings held for the purpose of contract negotiations or grievance settlement shall be scheduled at times mutually agreed to by both parties so that the representative will not lose pay.

Article XIII. DUES AND CHECK OFF

Section 1. Upon written notice from the Secretary-Treasurer of Local 2990 certifying and providing written authorization from the Member agreeing to deduct regular, monthly union dues from the earned wages of those Members represented by the Union, such deductions shall continue until notice by the Union that the Member is no longer a Member of the Union. If that occurs, the City will cease Dues Check Off within thirty (30) days of notice to the City.

Section 2. The deductions under this Article shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Union.

Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible Members desiring dues deduction shall individually sign an authorization form provided by the Union. Authorization may be withdrawn by the Member by providing written notice to the City at least thirty (30) days prior to the effective date of withdrawal. Unless removed by a Member, the authorization will remain in effect until the expiration date of this Agreement and will be automatically renewed with the adoption of each new collective bargaining agreement.

Section 4. The City will deduct only union dues from the Member's paycheck and will not deduct initiation fees, special assessments, fines or other union fees. No deductions will be made when the salary to be paid a Member is not sufficient to cover the amount to be deducted.

Section 5. The total amount deducted shall be remitted to the Treasurer of the Union. A check for the proper amount will be mailed to the Union treasurer within fifteen (15) calendar days after the deduction is made by the City. The City will provide the Union Treasurer with a monthly report showing the Member's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Union.

Section 6. The City shall pay dues to NFPA for one Member per shift who is a Certified Fire Inspector I.

Article XIV. CLOTHING ALLOWANCE

Section 1. All Members of the Bargaining Unit shall receive thirty-five dollars ($35.00) per month cleaning allowance from the City.

Section 2. All Members of the bargaining unit shall receive Five Hundred Dollars ($500.00), to be used to buy uniforms and One Hundred Twenty-Five Dollars ($125.00) boot allowance following the first City Council meeting of July.

Section 3. All Members of the bargaining unit shall receive five (5) fire department issued T-shirts annually.

Section 4. In the event a Member shall be off work for any reason, for a period of more than four (4) weeks, he shall not receive cleaning allowance until his return to his normal working schedule.

Section 5. All new employees will be furnished with a "first issue uniform purchase." This will consist of the following equipment: a rechargeable flashlight, 1 coat badge; 1 shirt badge; 2 sets collar brass; 1 coat; 2 uniform trousers; 2 uniform shirts; 5 department T-shirts; 1 pair uniform shoes and 1 belt.

Article XV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.

Section 2. Except as may be limited herein, the City retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated thereby.

Article XVI. PREVAILING RIGHTS

Section 1. All rules, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the fire department currently in effect on the effective date of this Agreement [collectively, "Past Practices"] shall be deemed a part of this Agreement, unless and except as modified or changed by specific provisions of this Agreement.

Section 2. This Agreement supersedes and cancels all Past Practices that are not documented or otherwise verifiable. No Member shall be entitled to rely on an alleged Past Practice for which the Member or the Union can provide no evidence of its being a rule, fiscal procedure, working condition, departmental practice or manner of conducting the operation and administration of the fire department that was in effect on the effective date of this Agreement.

Section 3. This Agreement, together with any such documented or otherwise verifiable Past Practices and such subsequent amendments to this Agreement as may be memorialized by memoranda of understanding between the parties, constitutes a complete understanding of the terms and conditions of employment to be governed by this Agreement, is the complete and entire Agreement between the parties for its Term and cannot be altered in any manner, save by written of concurrence of the parties hereto.

Article XVII. PROHIBITION OF STRIKES

Section 1. During the Term of this Agreement, the Union agrees to a prohibition of any work stoppage, strike, work slowdown, mass absenteeism or being a party to such activities. The Union shall not be in breach of this Agreement where the acts and actions enumerated in this Section 1 of this Article XVIII are not caused or authorized by the Union.

Section 2. Upon notification, confirmed in writing, by the City to the Union that certain of its Members are engaged in a prohibited job action as described in Section 1 of this Article, the Union shall immediately, in writing, order such Members to cease the job action and return to work at once and provide the City with a copy of such an order. Additionally, a responsible officer of the Union shall issue a written and spoken order commanding all Members participating in a prohibited job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Union or any other Member of the bargaining unit to expression or communication of a view, grievance or complaint or opinion, or any matter related to conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of duties of employment.

Article XVIII. PERSONNEL FILES

Section 1. It is agreed that all materials and records concerning investigations, complaints, reprimands, counseling sessions or other discipline for violations of any rules, regulations or policies that might be considered detrimental to a Member's position advancement or future with the Department, as well as all materials and records concerning training, performance evaluations or other actions that might be considered neutral or beneficial to a Member's position advancement or future with the Department, shall be placed in the Member's permanent personnel file and shall be stored exclusively in the office of the Director of Human Relations for the City of Glenpool. The City shall notify affected Member of all actions or records and the Member shall be given the opportunity to protest, or grieve if protest is ineffective, such actions or records before they become a part of his permanent personnel file.

Section 2. No records described in Section 1 of this Article may be considered in connection with decisions pertaining to discipline or advancement unless they are located in the City's permanent personnel records, provided that nothing in this Article shall prevent the Chief from maintaining informal notes that may be useful in the process of creating permanent personnel records.

Section 3. All Members shall be allowed to review their personnel file, under supervision, at any reasonable time upon written request to the Director of Human Resources.

Section 4. It is agreed that all Members shall be evaluated on an annual basis. Supervisory personnel within the department (captains) shall be evaluated by their immediate supervisor, the Fire Chief. All other Members (firefighters) shall be evaluated by their immediate supervisor and the Fire Chief acting together. In the event of disagreement, the evaluation of the Fire Chief shall control. Such evaluations shall be included in the records to be maintained as the Member's personnel file.

Article XIX. SENIORITY

Section 1. Seniority will be a factor to be considered in determining the priority of each Member as to the time when compensatory, vacation and holiday time off is granted.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge, if not reversed;

B. Resignation;

C. Unexcused failure to return to work upon the expiration of a formal leave of absence;

D. Retirement.

Section 3. Promotions shall be subject to evaluation and examination of job performance and ability. Seniority will be considered, but will not be the determining factor.

Section 4. In order to be eligible for promotion a Member must have served at least two (2) years in the rank immediately below the one being tested for. If there is no Member otherwise eligible to test for the promotion who has served two (2) years in his current rank, the two (2) year requirement may be reduced to one (1) year. In no case will a Member with less than one year in current rank be deemed eligible for promotion.

A. Members who have served two consecutive years in the rank of Firefighter with the Glenpool Fire Department and have met the requirements outlined in Glenpool Fire Department's SOG's 5.00-99, 10.00-99 and 11.00-99 shall be promoted to the rank of Corporal upon the successful completion of the testing procedures outlined in Section 5 and 6 of Article XIX of the current CBA. Such promotions shall not result in the requirement to increase staffing in compliance with the minimum staffing levels required by Article VI, Section 5 of this Agreement.

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Section 5. When a vacancy occurs, according to the minimum departmental manning requirements calculated in accordance with Section 4 of Article VI of this Agreement, notice of such vacancy shall be posted within ten (10) business days. Such notice shall announce positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test. Eligible Members who wish to take the examination shall file, in writing, with the Fire Chief, no less than fifteen (15) days after the notice has been posted. Such notice shall be dated and marked with the time of posting with one (1) copy going to the affected Members, one (1) to the Union and one (1) retained by the Fire Chief. Written examinations shall be conducted at one (1) location with all applicants testing at the same time.

Section 6. The testing procedures shall be so constructed that all applicants' examinations shall be graded upon completion of the examination and in his or her presence. A reasonable time limit shall be placed on the examination period. Each Member shall receive one (1) point for each completed year of service since his hire date on the Glenpool Fire Department, with total seniority points not to exceed ten (10). The Member's examination score shall be combined with seniority points to determine the Member's total eligibility score. Each promotional list shall be active and valid for a period of one (1) year or until exhausted. When testing for the position of driver, a practical driving and pump operations skills test may be included in the promotion system. In the event of a tie on total score the tiebreakers shall be as follows:

1. Total seniority in grade~~Total seniority with department~~;
2. Total seniority with department~~Total seniority in grade~~;
3. Written exam score. The Union will assist writing any tests and a study guide will be provided.

Section 5. In the event of layoff, such layoff shall begin with the least senior party in the department being laid off first. Departmental seniority shall govern in the event of layoff. Return to work or call back following layoff shall be in reverse order of seniority with the most senior Member being called back first.

Article XX. SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the Term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Article XXI. REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on City's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting.

Section 2. It is understood that the Union and City will cooperate regarding these arrangements, and excessive requests will not be made by the Union; and permission to hold meetings shall not be denied by the City, so long as the meetings do not impede or interfere with the normal operations of the Fire Department.

Article XXII. SAVINGS CLAUSE

Section 1. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.

Section 2. Any appendices to this Agreement or amendatory memoranda of understanding shall be numbered, dated and signed by duly designated representatives of the City and the Union, and City shall be subject to the provisions of such appendices to this Agreement or memoranda unless the terms of said appendices specifically delete or change a provision of this Agreement without consent of the parties. All appendices and memoranda shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Article XXIII. MILITARY LEAVE

Section 1. Members who voluntarily or involuntarily take a leave of absence to perform military obligations are guaranteed certain reemployment rights and other job protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave for active duty shall be governed by the following provisions:

A. Any Member who enters Military Service directly from City employment shall be placed on military leave. The Member shall present a copy of his orders to report for duty to his department head, and these orders shall be forwarded to the Human Resources Department.

B. Member who is a member of the reserve component of any branch of the uniformed military services and who is ordered to active duty is entitled to a

leave of absence without loss of pay during the first thirty (30) calendar days of such leave.

C. A Member entering or absent due to Military Service shall, at the member's option, be paid for part or all accrued vacation and compensatory time for which he is eligible at the time he enters the Military Service.

D. A Member returning from military leave shall request reinstatement to his former position or to any other position in the same classification. After his separation from active duty with the uniformed services, the Member shall notify the City of his intention to return to work within USERRA specified time periods depending on the length of military service. An Member who remains on military leave for a period of more than five (5) years shall normally be considered resigned.

E. The Member returning from military leave with a dishonorable or bad conduct discharge will not be eligible for reinstatement.

F. An Member returning from military leave shall be restored to his former classification, if still qualified to perform the duties of the classification, at the step in the pay range that he would have occupied had he not left for military service and with full seniority. If not qualified to perform the duties of his former classification by reason of disability, he shall be restored to a position of like seniority, status and pay or the nearest approximation thereof for which he is qualified and able to perform the duties required of the position.

G. Annual leave, sick leave and longevity pay rights do not accrue while a Member is on military leave, but time spent on military leave shall be computed in determining eligibility for these purposes upon the Members return to duty in the Department.

Section 2. Military leave for reserve training or weekend drills shall be governed by the following provisions:

A. Within a Federal fiscal year (July 1 through June 30), a five (5) day work period Member may be granted no more than twenty (20) working days paid military leave, travel time inclusive. A fourteen (14) day work period. Member may be granted no more than eight and one-half (8.5) working shifts paid leave, travel time inclusive, for the purpose of attending an annual military training encampment of a reserve unit or any component of the military services or associated weekend drills (based on appropriate documentation).

B. In the event the timing of such training is optional, the time granted shall be designated at the discretion of the Department.

C. The Member shall present his department head a copy of his orders to report for reserve training prior to departure on leave.

D. An Member who makes annual tours of duty in connection with military reserve activities shall be paid by City the normal pay for the period in which the Member is on authorized military leave and travel time. Normal City pay shall be defined as all compensation that the Member would have received from City for that period exclusive of any payment for overtime.

Section 3. Members shall be granted time off with pay, not to exceed one (1) day plus travel, for physical examination prior to being drafted into active military service or for veteran's reevaluation physical exams.

IN WITNESS WHEREOF the parties agree and accept all foregoing terms of this Collective Bargaining Agreement, to include Appendix A hereto as though fully stated herein, on the respective dates stated below.

CITY OF GLENPOOL

_____ _____
Timothy Lee Fox, Mayor Date

ATTEST:

_____ [-SEAL-]
Susan White, City Clerk

APPROVED AS TO FORM:

_____
Lowell Peterson

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2990

_____ _____
~~Ronald Hunter~~Kendall Dykes, President Date

ATTEST:

_____
[Name], [Title]

~~APPROVED AS TO FORM:~~

~~Lowell Peterson~~

APPENDIX A

FY2019 & FY2020 ~~2016-2017~~

WAGE SCALE BY GRADE AND STEP

~~**Pay Scale FY 2016 - 2017**~~

Step	Firefighter	Corporal	Driver	Lieutenant	Captain
FD01	13.82	~~14.98~~ 16.28	~~16.21~~ 17.50	~~17.54~~18.82	~~18.98~~20.23
FD02	~~14.19~~ 14.51	~~15.35~~ 17.10	~~16.61~~ 18.38	~~17.98~~ 19.76	~~19.45~~ 21.24
FD03	~~14.54~~ 15.24	~~15.73~~ 17.91	~~17.03~~ 19.25	~~18.43~~20.70	~~19.94~~22.25
FD04		~~16.13~~ 18.72	~~17.45~~ 20.13	~~18.89~~21.64	~~20.44~~23.76
FD05		~~16.53~~ 19.54	~~17.89~~ 21.00	~~19.36~~22.58	~~20.95~~24.27

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~~**Pay Scale FY 2017 - 2018**~~

	~~Firefighter~~	~~Corporal~~	~~Driver~~	~~Lieutenant~~	~~Captain~~
	~~13.82~~	~~15.20~~	~~16.45~~	~~17.80~~	~~19.46~~
	~~14.19~~	~~15.58~~	~~16.86~~	~~18.25~~	~~19.95~~
	~~14.54~~	~~15.97~~	~~17.28~~	~~18.70~~	~~20.45~~
	-	~~16.37~~	~~17.71~~	~~19.17~~	~~20.96~~
	-	~~16.78~~	~~18.16~~	~~19.65~~	~~21.48~~

APPENDIX B
Member Wage Scale Placement

John Bargas	Firefighter, FD02
Darrin Groom	Firefighter, FD02
Steve Jackson	Firefighter, FD02
Kyle McMurrian	Firefighter, FD02
Dusty Todd	Firefighter, FD02
David Whitney	Firefighter, FD02
Max Wilson	Firefighter, FD02
Dustin Hutchinson	Corporal, FD02
Paul Hackler	Driver, FD01
Scott Baker	Driver, FD02
Lance Calmus	Driver, FD02
Tom Gordon	Lieutenant, FD01
Kendal Dykes	Lieutenant, FD01
Jeremy Aston	Lieutenant, FD01
Matt Tennell	Captain, FD02
Ronald Hunter	Captain, FD02
Jim Bell	Captain, FD02
Troy Radford	Captain, FD03
Brandon Reed	Captain, FD03
Sam Shanks	Captain, FD03

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AGREEMENT BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION

AND THE FRATERNAL ORDER OF POLICE

LODGE 133

FISCAL YEAR ~~2017-2018~~2018-2019

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ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement ("Agreement"), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "Employer" and LODGE NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as "Lodge," to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the Agreement to the Lodge that the Lodge will be able to distribute a copy to each Employee now employed or employed during the term of the Agreement, one to the Lodge and one to the Chief of Police and his designated assistant. Employer will retain a copy.

ARTICLE II

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113, reduced to writing this Collective Bargaining Agreement ("Agreement") resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall become effective on the first day of July ~~2017~~2018, and shall remain in full force and effect until midnight, June 30, ~~2018~~2019. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq*. specifically, providing for the appropriation of moneys by the Employer's governing body (the Glenpool City Council). The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer prior to adoption of the Employer's ~~2017-2018~~2018-2019 Fiscal Year budget.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so long as they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this ~~2017-2018~~2018-2019 fiscal year Agreement that would potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE III

RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act ("F.P.A.A.") of the State of Oklahoma, the Employer and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Employer and the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. The Lodge or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement ("alleged occurrence" being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

First Step:	An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.
Second Step:	If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.
Third Step:	If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee's answer in the Second Step, be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within ten (10) business days of this meeting.
Fourth Step:	If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) business days to provide a written response to the formal written grievance.
Fifth Step:	If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If

the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step: If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The Employer shall strike the first name.

3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.

4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.

5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.

6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.

7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments hereof. This shall not preclude individual wage grievances.

8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the

proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the findings and decision of the arbitrator rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE V

WAGE SCHEDULE

Section 1. The parties agree that the wages for Fiscal Year ~~2017-2018~~2018-2019 shall be as follows:

FY2017-2018 Wage Schedule

	Step 1	Step 2	Step 3	Step 4
Police Officer	$18.60	$20.30	$21.99	$22.55
Master Patrolman	$23.42	$24.04	$25.59	~~$26.26~~$26.50
Corporal	$27.82	~~$27.96~~$28.68	~~$28.11~~$29.74	~~$28.68~~$30.33
Sergeant	~~$29.74~~$31.87	~~$30.04~~$32.51	~~$30.33~~$33.16	~~$31.87~~$33.82
Lieutenant	$34.44			

Rules for Administering the Wage Schedule:

The Employee's "step anniversary date" for purposes of step advancement eligibility, as used in this Contract, is the day and month established when an Employee is placed into a new pay grade as the result of hire, promotion, or reduction in rank. At each Employee's step anniversary date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Increases shall be effective on the first full biweekly pay period on or after the effective date, as follows: ~~FY 17-18~~FY18-19 Wage Schedule effective on July ~~3~~12, ~~2017~~2018.

Members who are promoted in rank, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such step must be at least three (3) percent per hour over the Member's preceding rank and grade.

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

Day shift	**0645 to 1445**	**No differential paid**
Evening Shift	**1445 to 2245**	**$32.00 per pay period**
Split Shift	**1900 to 0300**	**$40.00 per pay period**
Midnight Shift	**2245 to 0645**	**$52 per pay period**

Section 3. Longevity Pay. Commencing at the beginning of an Employee's ninth year of service (*i.e.*, upon completion of eight full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

$.05 x 80 (hours per pay period) x 8 through 12 (years of service) =

$32.00 per pay period for 8 years of service; payable in 9th year

$36.00 per pay period for 9 years of service; payable in 10th year;

$40.00 per pay period for 10 years of service; payable in 11th year;

$44.00 per pay period for 11 years of service; payable in 12th year;

$48.00 per pay period for 12 years of service; payable in 13th year;

$.10 x 80 (hours per pay period) x 13 years of service through retirement =

$56 per pay period for 13 years of service; payable in 14th year;

Additional $8 per pay period for each additional year of service; payable in immediately following year, provided that payments will discontinue upon retirement (or other termination)

Section 4. Effective the first pay period in January 2018, each patrol squad will have at least one Sergeant and two Corporals assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor." As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 6. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

Intermediate Certification	**$~~15~~30/month**
Advanced Certification	**$~~30~~60/month**

ARTICLE VI

HIRING AND PROMOTIONAL PROCEDURES

HIRING

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act and Title VII of the Civil Rights Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions set forth herein.

Section 2. All newly hired Employees without previous experience in the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Employees who have worked in other departments within the City of Glenpool, Oklahoma, and who may be qualified to become Employees of the Police Department, upon being so transferred from another department into the Police Department shall, for purposes of seniority, be considered new hire Employees.

Section 4. Selection of applicants to fill a vacancy, where there are no present Employees seeking to fulfill such vacancy, will be at the sole discretion of the City Manager.

Section 6. Vacancies within the department that constitute a promotion shall be filled through the following promotion procedure.

PROMOTIONAL PROCEDURES

Section 1. This procedure is to be a departmental guideline that shall be followed in all promotions. Transfers from one division to the next without rank advancement shall not be done by this procedure but upon order of the Chief of Police.

Section 2. When any opening becomes available because of promotion, demotion, transfer, retirement or other reasons, officers who are eligible shall be notified

by a physical notice and through a departmental email from the Chief's Office. The notice shall be posted next to the monthly schedule and shall remain there for ten (10) business days. If an officer desires, they can make a written application to the Chief of Police to be considered for that opening. The written application should state name, rank, current assignment, desired position, and qualifications for the desired position. Patrol Officer one (1) through Master Patrol Officer eight (8) shall not require an application.

The Chief's office will provide notification of any applicable study material and preparation guides ~~exactly~~ not less than thirty (30) calendar days prior to testing as further outlined in Section 9 below.

Section 3. This promotional system shall be based primarily on a point system with a final selection being made by the Promotion Committee and confirmed by the Chief of Police. Officers applying for promotion shall be awarded points for their written test, oral review board, and supervisor recommendations. An officer shall be awarded points on each of these categories for a total possible two hundred fifty (250) points. These categories are specified in Appendices 1 through 3.

Section 4. A Promotional Committee consisting of three (3) members shall be mutually established by the Employer and the Lodge. The members of the Promotional Committee shall be seated in the following manner:

a) One representing the Employer, appointed by the City Manager;
b) One representing the Lodge, elected by a vote of the Lodge Executive Board, and;
c) One representing the Chief of Police, appointed by the Chief

The limitation shall be that neither the Chief of Police nor the Lodge President can be appointed nor elected to this Committee. The Promotional Committee shall be formed on an as needed basis for promotions. Promotional Committee members shall be provided copies of the applications for promotion submitted by officers.

Section 5. An Oral Board will consist of the Chief of Police, an officer of the rank being tested for, and the testing officer's designee. The officer of the rank being tested for will be selected by the Chief of Police. The officer's designee cannot hold any other

position within the promotional process. The Promotional Committee will be present during all oral review boards strictly to oversee the process.

Section 6. The supervisors used for Supervisor Recommendations will be the Chief of Police, the Deputy Chief and all Sergeants.

Section 7. Upon promotion, a candidate may be required to resign from a specialty assignment as defined by the Department SOP. Exceptions to this requirement will be made if a vacancy is available within the specialty assignment at the new rank. Candidates have the option of not accepting the promotion if they desire to keep their current specialty assignment.

Section 8. The following qualifications must be met before an officer can apply for any promotion:

Lieutenant: Any Sergeant or Corporal with at least two (2) years at that rank. A Master Patrol Officer or below is not eligible to promote to Lieutenant. All new Lieutenants will be required to obtain an advance CLEET certification within six (6) months of their promotion date.

Sergeant: Any Corporal or Master Patrol Officer with at least six (6) years of continuous service with Glenpool Police Department. All new Sergeants will be required to obtain an intermediate CLEET certification within six (6) months of their promotion date.

Corporal: Any Master Patrol Officer is eligible to test for Corporal. All new Corporals will be required to obtain a basic instructor certification from CLEET within six (6) months of their promotion date.

Once testing is complete, the Chief of Police and Promotional Committee will evaluate scores and post testing results. Upon being selected for promotion, the officer will be promoted at the beginning of the first pay period following the promotion.

Section 9. The promotional guideline procedures to be used shall be as follows:

Step 1. When a promotional opening becomes available in the department, all officers shall be notified as indicated in Section 2 above of the available opening(s). Those officers who are eligible shall respond to the Chief of Police within ten (10) business

days. No further action shall be taken by the department until after those ten (10) business days. The officer's notification and their responses, if any, shall be forwarded to the Chief of Police.

In the event an officer qualifies for multiple promotions, the officer will be considered for the highest position first. If the officer is not selected for that position, the officer can still be selected for a lesser supervisory position. The officer has the right to refuse being considered for the highest position available and will notate this in their written application submitted to the Chief's Office.

For the good of the department, the Employer will post and fill any supervisory vacancies within sixty (60) days of the vacancy.

Step 2. Upon completion of the ten (10) business day posting period, the Chief of Police shall make available any applicable study material and preparation guides.

Upon all promotional applicants receiving their study materials, a study period of thirty (30) calendar days will commence. Promotional testing shall commence on the 30th day following the issuance of study materials. This time frame can be extended due to exigent circumstances upon the agreement of the Chief of Police and the FOP Lodge.

Step 3. The department shall set up a single testing date for all the promotional officer applicants to be tested. The written test shall be the same for all supervisory positions. Only the officers who have completed Steps 1 and 2 may be tested for the promotion. The test, administered to all the officers at the same time by the Director of Human Resources, shall be identical and consist of material relevant to the position being applied for. This test shall be created from similar material as the study guide made available to the officers. The completed test shall be retained and secured by the Promotional Committee. Tests shall be scored by the Promotional Committee in the presence of the Director of Human Resources following the completion of the Oral Review Boards. All written test scores will be sealed until after all testing procedures have been completed.

Step 4. The Chief of Police shall set a date or, if necessary, consecutive dates for interviews by the Oral Review Board. These interviews shall be administered by the Oral Review Board and overseen by the Promotional Committee. Officers who have

completed Steps 1 through 3 shall be assigned a time for their oral review. Each member of the Oral Review Board shall then, through a series of questions and answers, evaluate the officers, one at a time. During each interview, the members of the Oral Review Board shall independently score the candidate on a point basis of one (1) through five (5) per question, with a total of five (5) questions being asked and a total possible score of seventy-five (75). The exact questions to be asked of all candidates for a particular position will be agreed upon by the Chief of Police and the Promotional Committee prior to the commencement of the oral interviews.

Step 5. Officers who have completed Steps 1 through 4 shall then be scored using the Supervisor Recommendation Form which will be completed using the approved form (Appendix 6). After completion, these forms will be delivered to the Chief of Police and forwarded to the Promotional Committee.

Step 6. The Promotional Committee shall then set a date, time and location to convene. It shall be the Promotional Committee's responsibility to evaluate and score all officers who have completed Steps 1 through 5. These scores shall be compiled from the results of the Written Test, Oral Review Board, and Supervisor Recommendation Forms. The means of determining these scores is outlined in Appendices 1 through 3. When all the officer applicants have been scored, from the minimum of zero (0) to the maximum of two hundred fifty (250), then the Promotional Committee shall compile a list of the names and awarded points, with the highest point value first. Promotions for each position will be filled on the following basis:

a) The highest point value for each position tested and the names of the officer(s) to be promoted shall be listed first;
b) The second highest point value and name of the officer(s) shall be listed second;
c) Subsequent names and point values shall be listed in declining order according to the total point values earned.

The Promotional Committee shall provide the testing results, as provided above, to the Chief of Police.

Step 7. Those officer(s) receiving promotions will be subject to a three (3) month and a six (6) month evaluation. Those officer(s) will also be placed on a six-month probationary

period. If his/her immediate supervisor, the Lieutenant, Deputy Chief and the Chief of Police all agree, based upon documentation, that the officer(s) cannot perform the requirements of the new position, the officer(s) will be returned to his/her former rank and the vacancy will be filled in accordance with the testing procedure set forth in Section 9.

Section 10. In the case where there is a conflict in seniority due to officers being promoted to the same rank on the same date, the senior officer will be determined based on their position on the list provided to the Chief of Police of the names and awarded points per Step 6 of Section 9.

Section 11. Any eligible officers who choose to know their scores, point value, or position on the list compiled by the Promotional Committee may do so by making a written request. This written request must be submitted within thirty (30) calendar days of the actual promotion and must be submitted to the Promotional Committee. The Promotional Committee, upon written request, shall notify the officer, in writing, of their individual score, point value, and positioning on the promotional list. All test scores will be maintained for a period of one (1) year by Human Resources. At the completion of that year each officer's scores will be placed in their personnel file.

Section 12. All decisions and findings made in accordance with these guidelines shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

TRAINING

Section 1. The Employer will exercise its best efforts to assist all Employees in attending their selected CLEET course.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the senior Employee shall attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition, officers will be required to attend one CLEET legal update a year.

Section 4. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within five (5) days of receiving them.

ARTICLE VII

BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for Employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All Employees covered by this Agreement are eligible for overtime compensation. For purposes of this Agreement, the established work period shall be (7) seven days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with (2) two consecutive days off. Parties agree that shift rotation assignments made by the Chief of Police shall be the only exception to the established work period as set forth in Section 1. **"Shift rotations"** shall normally occur once every (6) six months. Shift rotation selection shall be conducted on a seniority-based method to begin with Sergeants, Corporals, Master Patrol Officers and then Patrol Officers. The most senior officer will begin by selecting their shift and selections will continue in descending order until all officers of that rank have selected. In the Employer's interest of maintaining supervision on all shifts, effective January 1, 2018, the Chief of Police will adjust Employee's(') shift(s) and day(s) off to facilitate shift rotations to ensure that no shift will be assigned an Employee of lower rank than corporal. The Employer agrees to facilitate staffing as needed to achieve this result.

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked more than forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay. The regular rate is the Employee's base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24-hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee's regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate ("premium"). The additional four hours may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion.

In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Call Back Pay. Should an off-duty Employee be required to report for duty to assist in an emergency, outside of their regularly scheduled shift, that Employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Section 3. Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime compensatory time.

Section 4. The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

Section 5. Compensatory time can be used for paid time off at the discretion of the Employee, provided that a minimum of thirty-six (36) hours' notice is given. Any request for approved compensatory time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police or his duly designated representative shall authorize the usage of compensatory time in accordance with this standard before it is taken. Nothing shall preclude the Police Chief from approving requests submitted with less notice, on a case by case basis, provided departmental operations are not unduly disrupted, more narrowly defined as anytime a request for compensatory time off would cause staffing to fall below two (2) officers on duty, at which point the request may be denied.

Section 6. Flexible time may be used to flex working hours within a single forty (40) hour workweek. Any request for approved flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police of his duly designated representative shall authorize the usage of flexible time in accordance with this standard before it is taken.

ARTICLE VIII

INSURANCE

Section 1. Employer shall provide to all members of the Bargaining Unit, on an annually reviewable basis and at no cost to members of the Bargaining Unit, the same combination of health and other insurance coverage benefits that is offered to all full-time City employees.

Section 2. In accordance with Title 11 § 23-108 of the Oklahoma Statutes, as amended on November 1, 2014, and as it may be amended hereafter, Employer shall offer retiree health benefits to retired Employees upon separation, to be accepted by no later than thirty (30) days following separation, and to their dependents and survivors, with premiums not in excess of 102% of the premium paid by current employees at the time of the retiree's separation, to be paid by the retiree Employee.

ARTICLE IX

ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

1-5	years' service	→	10 shifts per year
6-10	years' service	→	15 shifts per year
11-15	years' service	→	20 shifts per year
16-20	years' service	→	25 shifts per year
21 years – retirement		→	30 shifts per year

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on their bi-weekly pay checks.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the Employer shall receive, 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the first pay period in November. Whether a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay. Should an Employee terminate employment, he shall not be eligible for additional holiday pay. Further, if an Employee terminates his/her employment after the dispensation of the holiday pay, the Employee shall refund the pro-rated amount owed back to the Employer.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee, with the determination of preference, considering the needs of the Police Department and Employee advance requests. It is expressly understood that the final right to designate vacation periods and the maximum number of Employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief or his designee to ensure the orderly performance of the services provided by the Employer.

Requests for vacation of tow (2) or more consecutive days/shifts must be make thirty (30) days prior to the starting day of the vacation. The Employee shall be notified seven (7) working days after the vacation dates were submitted, whether his/her vacation was approved, or disapproved.

Officers requesting to use one (1) day increments of vacation leave must notify the Police Chief or is/her designee as soon as possible but at least thirty-six (36) hours prior to the actual requested leave time.

Nothing shall preclude the Police Chief from approving requests submitted with less notice, on a case by case basis, provided departmental operations are not unduly disrupted.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: X

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accumulate sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days or more must be accompanied by a physician's written statement certifying the Employee's condition or his/her immediate family's condition that prevented Employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any Employee is eligible to take sick leave for one of the following reasons:

A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.

B. Serious illness of a member of the Employee's immediate family requiring the Employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of Employee, sister or brother of Employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the Employee's absence, providing special approval by the department head is first obtained.

C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An Employee who is unable to report for work due to one of the above reasons shall report his/her absence to the on-duty supervisor within one hour from which time he/she is expected to report for work. Sick leave with pay will not be allowed unless such a report is made. Any reports of absence beyond one hour shall be granted with or without pay, at the discretion of the Police Chief. This provision may be waived by the Police Chief if the Employee submits acceptable evidence that it was impossible to give such notification. Sick leave shall only be authorized after it is earned and only to the extent that the Employee has accrued same.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy-two (72) working days. An Employee who consumes all the sick leave benefits for which he/she is eligible,

shall be placed on inactive status, without pay if so determined necessary by the Police Chief and approved by the City Manager.

Section 7. *Separation.* Upon separation, an Employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized ~~use~~ Use of ~~sick~~ Sick ~~leave~~Leave.* If upon investigation, the City Manager or the Police Chief does not consider the circumstances warrant, or did not warrant the absence of an Employee, the Employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. *Abuse of Sick ~~Time~~Leave.* Abuse of sick leave shall be cause for discipline, up to and including dismissal.

Section 10. *Sick Leave Incentive.* Any Employee who does not use Sick Leave during the fiscal year will be entitled to transfer 16 hours of sick leave to their compensatory leave totals, provided that the 16 hours will not place them over the maximum allowed compensatory time. Employees who believe they are eligible for this incentive must request, in writing to the Human Resources Director with a copy to the Police Chief, that their Sick Leave be transferred. The request cannot be submitted prior to June 1st of each year. Human Resources will, upon verification that the employee has not used any time through June 30th, initiate the transfer of hours.

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Section 11~~10~~. *Possibility of Reinstatement.* Any Employee who leaves City employment and returns within a one year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those Employees in good standing may qualify for this benefit.

Section 12~~11~~. *Compliance with all applicable laws.* ~~—~~To be in compliance with state law, the Employer and the Lodge agree that on-the-job injury leave will follow **Title 11 O.S. Section 50-116.1** that states: Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections **11 and 12 of Title 85 of the Oklahoma Statutes**, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disabled for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary

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disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

(B) No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured Employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged in by the injured Employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

(C) Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Employer as determined by the Employee's physician and/or the City Manager when the Employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the Employee's job classification or departmental assignment.

(D) In the event an Employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such Employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together will all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow Employees who may have been at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted to the Human Resources Director not later than twenty-four (24) hours after the occurrence thereof.

(E) An Employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the Employer.

LIGHT DUTY

Section 1.

A. Purpose

The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the Employer and the Chief of Police on a case-by-case basis. In no case shall the Employer create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

C. Scope

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.
2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts to be eligible for light duty assignment.
3. This policy will also apply to allow full-time Employees on sick leave under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The dates that the CEU's are given might preclude an Employee on sick leave from attending and maintaining their certifications and (3) At the Employee's request.

D. Responsibility

1. The Employee's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.
2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty

position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.

3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.
4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty)

An Employee's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the Chief of Police and the treating physician will result in the termination of the Employee's light duty assignment.

F. Conditions

The Employer will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following.

1. To assist an Employee with recuperation from an on or off the job-related injury or illness by reintroducing them gradually to the demands of their full-time position.
2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.
3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.
4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).
5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee can perform light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.

2. Employees assigned to a light duty assignment MUST report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City of Glenpool, an Employee assigned to light duty will be excused from duty for that day without receipt of holiday pay.
3. Employees shall wear a uniform appropriate to their assignment.
4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.
5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.
6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and time line of return.
7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician to coordinate their return.

H. Daily Staffing Level

An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages

Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article VII of this Agreement that might otherwise result in overtime. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

ARTICLE XI

DUES AND CHECK OFF

Section 1. Upon written authorization from the Employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those Employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the Employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the Employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the Employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

ARTICLE XII

EDUCATION PAY

Section 1. The Employer and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the Employer and to our citizens. As such, the Employer agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

Bachelor's Degree	$37 Monthly
Master's Degree	$62 Monthly

An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold

ARTICLE XIII

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive Fifty Dollars ($50.00) per month cleaning allowance from the Employer.

Section 2. The Employer agrees to provide, upon hire, the following list of equipment and clothing:

1. Three (3) pair department approved trousers
2. Three (3) short sleeve department approved shirts
3. Three (3) long sleeve department approved shirts
4. One (1) pair boots, up to $125.00
5. One (1) department approved wind breaker jacket
6. One (1) department approved winter coat
7. One (1) department approved rain slicker
8. One (1) department approved inner belt
9. One (1) department approved outer belt
10. One (1) department approved holster and weapon mounted light
11. One (1) department approved double magazine pouch
12. One (1) department approved ASP baton holder
13. One (1) department approved OC spray holder
14. Two (2) department approved handcuffs and cases
15. Four (4) department approved belt keepers
16. One (1) department approved radio holder
17. One (1) ASP expandable baton
18. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date
19. Eight (8) sets sew on patches (1) sew on coat badge (1) sew on coat name tag.
20. One (1) department approved name plate
21. Two (2) badges; one (1) duty badge and one (1) flat badge (Flat badge to be issued to all members of the bargaining unit in 2017)
22. One (1) Glock model 17, 9mm
23. One (1) department-issued rifle, to be consistent with CLEET standards
24. One (1) department-issued shotgun, to be consistent with CLEET standards
25. One (1) department-issued Taser and one (1) holster

26. One (1) ballistic vest with external carrier (i.e. Armor Express Traverse or another carrier of the same quality and style)

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, need to be determined by the Chief of Police or his designee.

Section 4. Upon retirement due to length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Dollars ($1,000.00) per year (payable, under a non-accountable plan, in two increments of Five Hundred Dollars ($500.00) and payable with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and the Detective shall receive an additional $100.00 per year. Employees hired after either of the first pay period in July 1 or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications, in amounts not exceed fifty (50) rounds of .40 caliber pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. The Employer/Police Department, in order for its Officers to maintain proficiency in all departmentally approved firearms will provide 400 rounds of practice ammunition annually to each member of the bargaining unit. Ammunition will be available for check-out from the Chief of Police or designee in amounts not to exceed: Fifty rounds of .40 caliber pistol ammunition; forty rounds of .223 rifle ammunition; five rounds of 12 gauge .00 buckshot ammunition; and five rounds of 12-gauge slug ammunition per quarter. These allotments shall be available at the Employee's request during the then-current quarter of the calendar year. Any allotment of ammunition not requested by any Employee during the then-current quarter shall not carry over into the next or any following quarter. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the Employer has not specifically abridged, delegated, granted or modified by this Agreement. All rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitation within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated in accordance with such laws.

ARTICLE XV

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Glenpool Police Department currently in effect on the effective date of any negotiated agreement ("Past Practices") shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

ARTICLE XVI

PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

ARTICLE XVII

PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article XVII shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article XVII may be considered in connection with decisions pertaining to discipline or advancement unless they are in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third-party request for inspection or copy shall be

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immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

a. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.
b. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of ~~eighteen (18) months~~three (3) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said ~~eighteen (18) months~~three (3) years.
c. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of ~~two (2)~~five (5) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said ~~two (2)~~five (5) years.
d. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.
e. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.
f. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).
g. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created

documents or materials pertaining to such action, except that the Director of Human Resources may keep, a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

h. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.

i. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction

ARTICLE XVIII

SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE XIX

REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified Lodge business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

ARTICLE XX

REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

1. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;

2. Uniform apparel
   - A. Trousers
   - B. Shirts
   - C. Jacket/Coat
   - D. Bullet Proof Vest
   - E. Gun Belt
   - F. Holster
   - G. Footwear
   - H. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
   - I. Badges, Collar Brass, Nameplate
   - J. Cuff, Cuff Case
   - K. Tie/Dickey

3. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars ($500.00) and the Employer shall have the option to either repair or replace.

4. Watches to be replaced shall not exceed Seventy-Five Dollars ($75.00) in cost.

Section 2. The Employer shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to City property when such property damage occurs through the negligence of the officer.

ARTICLE XXI

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PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new Employees shall be hired until the Employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the Employer by said Employee shall be deemed compliant with said requirements. Any such Employee previously so laid off shall have fourteen (14) days after the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

Section 3. The Employer shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

ARTICLE XXII

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GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department "Employee," as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant ("grant shift") shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee's standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article VII of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee's hours worked during a work period as defined in Article VII of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as "overtime" hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article VII of the CBA for all purposes.

Section 3. Section 3 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article VII of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article VII of the CBA for all purposes.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

ARTICLE XXIV

SPECIALTY ~~ASSIGNMENT~~ PAY

Section 1. ~~Only such Employees as are assigned to perform the duties of Detective as of July 1, 2016, shall receive "Specialty Assignment Pay" of $25/month.~~Employees assigned to a Specialty Unit shall receive $50.00 per month Specialty Pay as long as they are assigned to the unit. A Specialty Unit is defined as any unit that has two or more members responsible for specialized investigation which requires specialized training or tactics and is approved in writing by the Chief of Police. Department approved Specialty Units at this time include the Criminal Investigation Unit, the Drug Enforcement Unit, and the K9 Unit.

Section 2. Employees who have completed a minimum of 100 hours training in a specialized discipline or a minimum of 100 hours training as an instructor within a specialized discipline, shall receive $50.00 per month Specialty Pay as long as they complete any annual requirements mandated by CLEET within the discipline or to maintain their instructor status. In the event an Employee cannot hold the title within their discipline they will cease to receive the Specialty Pay. Examples of Specialized discipline include Drug Recognition Expert, Firearms Instructor, Law Enforcement Driver Training Instructor and Defensive Tactics.

Section 3. Employees may only be paid up to a maximum of $100.00 per month Specialty Pay for any combination of assignment to a Specialty Unit and/or certification as a Specialized Discipline/Instructor under this Article.

ARTICLE XXV

OFFICERS' BILL OF RIGHTS

Section 1. Statement of Policy. This Officers' Bill of Rights is included tor set out policies and procedures with respect to the following matters:

a. Receipt and processing of complaints against Employees, if such should occur, from any source.
b. Creating a documentary history of any such complaints.
c. Preliminary inquiry into the validity/substantiation of complaints.
d. Administrative leave with pay, if warranted.
e. Dismissal of complaint and record of vindication in the event a complaint is found to be unsubstantiated.
f. Proceed with investigation if preliminary investigation discloses reason to believe the complaint may be substantiated.
g. Notice of Investigation, to include all relevant factors pertaining to the complaint and advising the subject Employee of his rights.
h. Conduct of the investigation, right to representation, due process safeguards.
i. Notification of results of investigation.
j. Potential disciplinary actions if investigation results in finding of violation.
k. Appeal procedure, if applicable.
l. Grievance procedure, if applicable.
m. Fundamental rights.
n. Not applicable to probationary Employees.
o. Not applicable to complaints of criminal conduct.

The authority of any Oklahoma CLEET (Council on Law Enforcement Education and Training)-certified police department to investigate allegations of conduct that is potentially in violation of provisions of that police department's manual of policies and procedures is within the scope of reserved management rights under this Agreement and does not constitute an unfair labor practice ***so long as substantive and procedural due process requirements are observed.***

It is the purpose and intent of this Article XXV to articulate the scope of those due process rights and to provide a method whereby complaints against Employees shall be processed and handled in such a manner as to afford all appropriate safeguards.

Section 2. Complaint Procedures.

a. All complaints implicating Employees from any source, whether civilian, non-Lodge departmental or City employee or fellow officer must be referred to the Chief or the Assistant Chief.
b. All sworn officers who observe or receive information concerning misconduct by any Employee shall refer the complaint to the Chief of Police or the Assistant Chief, or in the event neither is available, a supervisory officer. Any supervisor who receives a complaint against an Employee shall forward a sealed copy of the Complaint Report to the Chief of Police as soon as possible.
c. All complaints from the public must be submitted on a Glenpool Police Department Complaint Report and, whenever possible, should be taken by the Chief or Assistant Chief. If neither is available, the complaint may be taken by the supervisor on duty.
d. Civilian employees are not authorized or allowed to take citizen complaints regarding officer Employees. However, civilian supervisors may accept complaints regarding civilian employees.
e. If the complaint is internally generated, it may be reported to the Chief or Assistant Chief in writing as permitted by the discretion of the City Manager, Chief or Assistant Chief. It is prohibited for any complainant who is an Employee or civilian employee of the City of Glenpool to discuss the content of such a complaint with any person other than the individual taking the complaint. If an internal complaint is received by the City Manager, it shall be forwarded either verbally or in a sealed envelope to the Chief of Police as soon as possible.
f. As a matter of policy, a written complaint (along with any supporting documentation) shall be required in all cases of any person making a complaint against an Employee unless an extenuating circumstance warrants a verbal report. If a written statement is not given, the complaint may be given credibility and disposed of in the most appropriate manner as determined by the Chief of Police. The lack of a written statement by a complainant shall not invalidate a complaint, but the Chief of Police may give the appropriate level of notice to this fact.
g. If a complaint concerns a matter that can be explained to the satisfaction of the complainant, the subject Employee should attempt to explain the situation to the complainant. If the explanation satisfies the complainant, no Complaint Report needs to be filled out and the complaint shall be deemed resolved without further action or record.
h. Complaints that arise from a dispute between an Employee and a civilian over guilt or innocence of an accused person will not be investigated pursuant to this Article XXV. Complainants in such cases shall be advised to pursue adjudication through the court system.

i. The Chief of Police or Assistant Chief is required to ensure that each complaint not informally resolved is assigned a "complaint control number" and logged into the departmental index system, to include at least a log book that is maintained in a secure, confidential location and will contain records indexed for quick reference by control number (not by name of Employee) of all complaints, notices of investigation, statements, interview records and disposition records pertaining to every complaint submitted. The index system shall be designed to allow quick referral to any complaint and provide security against access to the records of complaint reports by unauthorized persons. All records of complaint investigations shall be stored as to maintain the confidentiality of the investigation. Complaints that are unverified or the subject Employee is otherwise exonerated shall be destroyed and no record of such complaint may be maintained in any form.

j. The Chief of Police, or his designee, will supervise and control all investigations of alleged misconduct within the Department in accordance with procedures mandated by this Article XXV.

Section 3. Preliminary Inquiry.

The Chief of Police or Assistant Chief shall maintain administrative control over all complaints and will be responsible for conducting a preliminary inquiry as to the validity of the complaint, whether from a citizen or internal. The preliminary inquiry may consist, without limitation, of a review of all records or reports as well as any audio or video recordings that may exist. The preliminary investigator may conduct such interviews of supervisory personnel as may be deemed helpful or necessary, provided that the preliminary inquiry shall not include any interview or interrogation of the subject Employee(s) unless the Employee(s) have been fully informed of their rights and responsibilities in accordance with the Notice of Investigation provided by Section 5 of this Article XXV. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered an interrogation within the meaning of this Article XXV.

If the preliminary investigation discloses there has been no misconduct, or that any reported misconduct has been satisfactorily resolved, there will be no further investigation and there should be no further mention of the incident complained of. The investigation will be closed and no record shall be maintained.

If the preliminary investigation indicates to the Chief of Police or Assistant Chief that there is reason to believe the complaint may be substantiated, the Chief of Police (but not the Assistant Chief) shall proceed with the formalities of a more complete investigation and, if appropriate, disciplinary actions in accordance with all procedures and safeguards provided by this Article XXV.

Section 4. Administrative Leave Option.

If the Chief of Police determines that further investigation of the complaint is warranted, and depending on the severity of the allegation(s) in the complaint, the Chief of Police (but not the Assistant Chief), with the concurrence of the City Manager, will decide whether to place the subject Employee on administrative leave (with pay) during the investigation. Administrative leave may be assigned as relief from duty (sent home) or assigned to administrative duties within the Department.

An Employee on administrative leave shall retain full police powers, their badge, commission card and firearm except as stated otherwise in this Section 4. If the preliminary investigation revealed a reasonable likelihood that retention of police powers and equipment may place the Employee or the public at risk, the reasons for this conclusion must be documented and the Chief of Police will personally notify the Employee to surrender his badge, gun and commission card before going on administrative leave.

Section 5. Notice of Investigation.

If the Chief of Police, following the preliminary investigation, determines that further investigation of the complaint is warranted, the Chief of Police must give any Employee who is the subject of an investigation a written statement ("NOTICE OF INVESTIGATION"). A Notice of Investigation must include, without limitation, the following information:

a. The allegation(s) of misconduct being investigated; and
b. A statement advising the Employee of the possibility of disciplinary action following the conclusion of the investigation; and
c. A statement of the Officer's rights (including the right to representation by the Lodge and/or by legal counsel; and the right to request an interview of any person of his choice as a witness) and responsibilities (including the obligation to cooperate fully in the investigation upon penalty of insubordination, as well as notice that no self-incriminating statement, nor the fruits of any such statement, can be used against the Employee in subsequent proceedings (the "**Garrity Statement**").

No interrogation of an Employee who is the subject of an investigation nor interview of any witness (whether civilian or any employee of the City of Glenpool) may be conducted until the Notice of Investigation is given to the subject Employee. If an interrogation of the subject Employee, or an interview of a potential witness, is scheduled, the Notice of Interrogation must be provided at least three days in advance.

Section 6. Conduct of Investigation/Interrogation.

a. The person conducting any investigation/interview shall be the Assistant Chief or a supervisory officer designated by the Chief of Police (the "Investigating Officer").

b. Interrogation/interview sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

c. Any Employee being interrogated/interviewed shall not be subjected to offensive language or threatened with any kind of disciplinary action to compel testimony (provided that such Employee may be reminded that failure to cooperate may result in a finding of insubordination and disciplinary action, if so stated in the Notice of Investigation/Garrity Statement). No promise of reward shall be made as an inducement to obtain testimony or evidence.

d. The Employee being interrogated/interviewed shall, in addition to the Notice of Investigation and at the commencement of the interrogation/interview, be completely informed of all his rights pursuant to this Article XXV and of his responsibility to answer all questions. This notification shall be included on the tape recording or in the written record of any interrogation/interview.

e. At the request of any Employee being interrogated/interviewed, he shall have the right to be represented by legal counsel or any other representative of his choice who may be present throughout such interrogation, at no expense to the Employer.

f. The interrogation/interview of Employees may be taped or recorded in written form at the discretion of the Investigating Officer. Employees being interrogated/interviewed may record the proceedings with their own device or make a written record at their own expense. Records and tapes compiled by the Department shall be exclusively retained by the Department as confidential information, but may be used by the Investigating Officer to make his final findings of fact and recommendations to the Chief of Police at the conclusion of the investigation. If the investigation results in disciplinary action, the Employee shall be entitled to request a copy of all recordings or written records of the interrogation/interview, as well as all evidence presented during the interrogation/interview.

g. All questions shall be narrowly focused on, and relevant and pertinent to, the subject matter of the complaint. If any additional violations are alleged because of evidence presented during the investigation, the Investigating Officer shall consult with the Chief of Police prior to investigating such newly uncovered alleged violation(s). The Employee being investigated/interviewed shall be informed in writing at that time that the investigation may be expanded to include the additional alleged violations.

Section 7. Communication of Results.

Investigations of alleged misconduct shall be concluded, and a report of findings and recommendations made to the Chief of Police by the Investigating Officer, as promptly as practicable under the circumstances and considering the complexity of the investigation. The Investigating Officer shall submit weekly progress reports to the Chief of Police during the investigation if it lasts more than one week. The investigation should be completed within thirty calendar days unless the scope of the investigation prevents its completion in that time. The Chief of Police must approve extensions of the thirty-day time limit.

The Employee under investigation shall receive written notification from the Chief of Police as to the determination of the investigation.

If the Employee is exonerated of the complaint by the investigation process, the complaint shall be deemed unfounded and unsubstantiated. The complainant shall be advised of this outcome and any records of the investigation shall be sealed and retained in a secure and confidential location.

If it is found that the Employee committed misconduct alleged by the complaint, the Chief of Police shall make a determination as to appropriate discipline. That determination shall be communicated to the Employee in writing, along with all reasons for making such determination.

Section 8. Potential Disciplinary (and Non-Disciplinary) Actions.

In addition to the performance of their normal duties in a professional manner as prescribed by departmental operations procedures (SOP 200 – 295, as they may be amended, revised, supplemented or superseded), all Employees are required to maintain high standards of conduct, cooperation, efficiency and attitude in compliance with departmental general rules of conduct (SOP 110, as it may be amended, revised, supplemented or superseded). The Chief of Police or his designee shall direct Employees in a manner to achieve these objectives. Employees are held responsible and accountable for their own work performance, attitudes and behavior. Whenever work habits, conduct, or attitude fall below acceptable standards, the Chief of Police shall take immediate remedial steps to bring improvements. Such remedial steps may fall within a spectrum from informal discussion and advice to formal disciplinary action.

The following violations, without limitation, are among those considered just cause for disciplinary action: (i) Gross neglect of duty or refusal to comply with a supervisor's lawful instructions, unless such instructions are injurious to the Employee's or the general public's health or safety; (ii) Disobedience, insubordination or dishonesty; (iii) Indulging in offensive conduct or using offensive language towards the public or in public towards employees of the City of Glenpool; (iv) Any form of disorderly conduct or conduct not becoming a police officer; (v) Known criminal associations; (vi) Misuse of departmental equipment or materials; (vii) Falsification of an official police record. Violations of law resulting in criminal conduct are outside the scope of this Article XXV; (vii) Excessive use of

force or any other unwarranted belligerent or disrespectful conduct toward one or more citizens; and (viii) Intentional or repetitious violations of departmental written directives, including without limitation SOP's, policies, special directives, training materials, personnel directives, memoranda, or rules and regulations.

After receiving the report of findings and recommendations, following an investigation in a manner consistent with this Article XXV and which includes findings of a violation of any departmental standard operating procedure, any otherwise stated policy of the Department, or any of the foregoing standards of conduct, the Chief of Police or, as applicable, the City Manager shall determine the appropriate disciplinary action.

The Department may, as warranted and in accordance with the Employee's right to substantive and procedural due process as provided by this Article XXV, impose one or more of the following disciplinary actions:

(1) Oral Reprimand (record of oral reprimand to be made and entered into the affected Employee's Personnel File)
(2) Written Reprimand
(3) Shift Reassignment
(4) Suspension without pay
(5) Demotion, in rank and/or pay
(6) Termination

If the disciplinary action to be imposed is either of an oral reprimand, written reprimand or shift reassignment, such action may be taken directly by the Chief of Police. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager, with the concurrence of the Chief of Police and counsel of the City Attorney. The City Manager will provide the Employee with a letter documenting the disciplinary action. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

In cases deemed appropriate by the Chief of Police, the consequence of a finding that a complaint has been substantiated may not result in formal disciplinary action as provided by this Section 8. Documentation of the infraction and remedial action to be taken by the Employee, or training to be provided by the Department, may be reduced to a written Supervisory Notice. Such Notice will detail the Employee's deficiency/policy violation will be directed to the Employee and a copy routed to the Director of Human Resources to be placed in a file to be maintained separately from the

Employee's permanent personnel file. The Notice will be retained on file for one (1) year and will be automatically purged upon expiration. Such Notices may be used for documentation related to an Employee's annual evaluation. For purposes of this Article XXV, a Supervisory Notices shall not be classified as a disciplinary action, but rather a management tool to keep Employees and management aware of ongoing Employee performance.

Section 9. Appeal/Grievance Procedures.

If disciplinary action to be imposed is either an oral reprimand, written reprimand or shift reassignment, such action may be appealed to the City Manager, whose decision shall be final. The Employee shall nevertheless have recourse to the grievance procedure provided by Article IV of this Agreement.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager and may be appealed only through the grievance procedure.

In all cases a record of the disciplinary action, the reasons for it and the result of any appeal shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

An appeal of a disciplinary action may result in either of:

a. The Employee is exonerated and all discipline shall be vacated and the officer returned to the status and benefits as he had before the discipline was imposed; or
b. The discipline imposed shall be sustained and remain in place; or
c. The disciplinary action may be modified, provided that such modification may only result in a disciplinary action of lesser severity or a Supervisory Notice.

Disputes, disagreements or grievances resulting from any lack of clarity in language or otherwise arising for any reason relating to the implementation of this Article XXV, and not resolved by internal appeal, shall be resolved through the grievance process provided by Article IV of this Agreement.

Section 10. Fundamental Rights.

a. No Employee shall be suspended, discharged, demoted, transferred, reassigned or denied promotion or otherwise be disciplined in regard to his employment, or be threatened with any such treatment, because of his exercise of the rights granted by this Article XXV of this Agreement.
b. Employees are afforded all rights, protections, and guaranties, granted to any other employee of the City of Glenpool by the Constitutions of the United States and the State of Oklahoma, as well as all federal, state, and municipal laws, and ordinances.
c. No Employee shall be required to disclose the Employee's own or any member of the Employee's family or household's income, assets, debts, expenditures, or other financial

information unless such information is unequivocally relevant to the investigation of a complaint, a conflict of interest investigation, or otherwise required by State or Federal Law.

d. No Employee shall be required under any circumstance to donate or contribute to any type of political or charitable campaign.

e. An Employee shall have the same rights and responsibilities to conduct the Employee's private, personal, or social life as other employees of the City of Glenpool, provided that such conduct does not jeopardize, degrade, or interfere with the interests or functions of the City or the Police Department.

Section 11. Probationary Employees.

The parties to this Agreement recognize the right of the Employer to implement a probationary period for newly hired Employees. It is the intent of the parties that probationary Employees shall not be entitled to the protections set forth in this Article XXV and agree that probationary Employees may be terminated for any cause, or without cause, without the right to proceed to arbitration.

Section 12. Criminal Investigations.

This Article XXV applies only to internal investigations of complaints that might reasonably be expected to result in administrative disciplinary proceedings and has no application to complaints alleging criminal conduct of any Employee. "Criminal" means that a sustained complaint could conceivably result in the filing of a criminal charge. Any complaint classified as a criminal complaint shall be reported immediately to the City Manager and sent to the Criminal Investigations Commander, as designated by the Chief of Police, for follow-up investigation and action in accordance with departmental SOP 320; CLEET policies; and any other applicable lawful requirements. The Chief of Police may request the assistance of an outside agency such as the O.S.B.I. or the F.B.I. or D.E.A. to assist in conducting an internal criminal investigation.

ARTICLE XXVI

SUBSTANCE ABUSE PROGRAM

The procedures outlined in this Article for Drug and Alcohol Testing shall supersede and be in addition to, all other articles of this Agreement between the Employer and the Lodge.

Section 1. Policy

The Lodge and the Employer recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of Employees to perform their jobs. Such behavior shall not be tolerated and the Employer will administer a program to educate Employees regarding the hazards of substance abuse and to eliminate such abuse. The Employer's program shall include efforts to rehabilitate Employees suffering from substance abuse problems.

The parties agree that the Employer and the Lodge have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by Employees is drug and alcohol testing.

Definitions

1. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. "Illegal drug" means any drug, which in not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. "Laboratory" means the medical or clinical facility authorized by the Employer to perform analysis of samples collected under this Article.
4. "Legal drug" means any prescribed drug or over the counter dug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

5. "Medical Review Officer (MRO)" means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual's test results together with an individual's medical history and any other relevant information, authorized by the Employer to perform medical review of the drug testing results.

6. "Medical facility" means the medical or clinical facility authorized by the Employer to perform collections of samples under this Article.

7. "Reasonable suspicion" results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work-related injury to the member or another person results or property has been damaged as a direct result of the member's use of drugs or alcohol or both.

8. "Substance abuse" means either the use of an illegal drug or alcohol abuse.

9. "Under the influence" means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

Section 2. Application

This policy applies to all Police Department Employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the "Act") as amended. All applicants, and all Employees who have not done so, will be required to acknowledge and sign the Drug/Alcohol Testing Consent Form at Appendix 7.

Section 3. Applicant Pre-Employment Testing

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the Employer's withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 4. For Cause Testing

Drug and/or alcohol testing may be conducted on any Employee at any time the Employer has reasonable suspicion that there is cause to believe that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances;

1. Observation of drugs or alcohol on or about the Employee's person or in the Employee's vicinity;
2. Observation of conduct on the part of the Employee that suggests that the Employee is imparted or is under the influence of drugs or alcohol;
3. Receipt of a credible report of drug or alcohol use by an Employee while at work;
4. Information that an Employee has tampered with drug or alcohol testing at any time;
5. Negative job performance patterns by the Employee; or
6. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the Employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) and forwarded to the Human Resources Director within twenty-four (24) hours of the event.

The Employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The Employee will not be allowed back to work until the results of the test are known.

Section 5. Post-Accident Testing

Post-Accident drug and/or alcohol testing may be conducted on an Employee where there has been damage to Employer property or equipment while the Employee was at work or the Employee or another person has sustained an injury while at work. The post-accident test will be administered while the Employee is still on duty or as close to as possible. No Employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

Section 6. Random Testing

The Employer may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

Section 7. Periodic Scheduled Testing

The may require an Employee to undergo drug or alcohol testing as part of a routinely scheduled Employee fitness for duty examination or in connection with the Employee's return to duty from a leave of absence due to an illness or injury.

Section 8. Post Rehabilitation Testing

The Employer may require an Employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the Employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the Employee is subject to under this policy.

Section 9. Substance for Which Tests May be Given

The Employer reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Section 10. Methods and Documentation

Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the Employer at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or Employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an Employee wished to challenge the results of the Employer's test, he/she may do so as provided in this policy. The Employee must have had the sample collected within one hour of the Employer's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 11. Costs

The Employer is responsible for all costs associated with drug or alcohol testing. However, if an Employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result to challenge the results of the positive test, the Employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the finding of the challenged positive test. In such case, the Employer will reimburse the person for the cost of the confirmation test.

Section 12. Refusing to Undergo Testing or Tampering with Sample

Employee reusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 13. Medical Review Officer

The Employer will contract with a Medical Review Officer who will receive confirmed positive results from the testing facility and evaluate those results in conjunction with the subject Employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or Employee prior to notification of City officials. The applicant or Employee will be given the opportunity to explain the test result.

Section 14. Confidentiality

The Employer will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the Employer but will be made available to the affected applicant or Employee for inspection and copying upon request. Except as set forth below, the records will not be released to any person other

than the applicant or the Employee without that person's express written permission. However, the Employer may release the records:

1. To comply with a valid judicial or administrative order;
2. As admissible evidence in a case or proceeding before a court of record or administrative agency if the Employee or the Employer is named as a party in the case or proceeding; or
3. To Employee or agents of the Employer who need access to the records relating to the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 15. Disciplinary Action

The Employer may elect to take disciplinary action, up to and including termination of employment against an Employee who:

1. Tests positive for drugs and/or alcohol;
2. Refused to test under this policy;
3. Adulterates a specimen for a drug or alcohol test.

Positive Test Results

The Employer will evaluate the employment history of any Employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the Employee's total work record. Where deemed appropriate by management, an Employee may be offered the opportunity to enter an Employee Assistance Program (EAP). Continued employment will be contingent upon the successful completion of an EAP and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the Employer reserves the right to initiate disciplinary action, up to an including termination of employment, for the first positive test result. Any decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full-time members of the bargaining unit.

Employees who have tested positive, and who have been offered the opportunity to participate in a EAP in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An Employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative

test is not provided within 12 weeks, the Employee will be terminated from employment. Until a negative "return to work" test is supplied, the Employee will be on leave without pay. However, an Employee may request permission to use accrued sick leave, compensatory time and vacation leave. An Employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action up to and including termination of employment.

In the event the Employer does not terminate the employment of an Employee who has a positive test result, the Employee who enters an EAP after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

An Employee who is discharged from employment because of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for eligibility for unemployment compensation and the Employer will protest any application for unemployment benefits.

Section 16. Prohibitions

No Employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any Employee to perform any work duties if the supervisor is aware the Employee has an alcohol concentration of 0.04 or greater. No Employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no Employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the Employee has used any controlled substance, except when the use is pursuant to the instruction of a physician and where the physician has advised an Employee the substance will not adversely affect an Employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an Employee has used a controlled substance may permit an Employee to be on duty or drive/operate any City vehicle or equipment.

Section 17. Responsibilities of Individuals

To comply with the provision of this policy, each Employee assumes the following responsibilities:

1. Working Under the Influence of Performance Impairing Medication

Employees who have been prescribed legal medication that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

2. Reporting to Work or Working While Impaired

   Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

3. Reporting Violations

   The services provided by certain Employees are performed, at times, under hazardous and dangerous conditions. Thus, Employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

ARTICLE XXVII

PERFORMANCE EVALUATIONS

Section 1. Employees of the Glenpool Police Department shall have their performance evaluated annually. At each anniversary of an Employee's hire or promotion date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Section 2. Employees who fail to meet articulated expectation within a stated time period, will be provided a Corrective Action/Performance Improvement Plan. If an Employee continues to fall below expectations, the Employee may be subject to disciplinary action.

Section 3. When an Employee is evaluated on his/her performance, the Employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The Employee shall sign the evaluation form, and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The Employee shall be given a copy of the performance evaluation. A copy, with any attachments, shall be placed in the Employee's official personnel file.

Section 4. Violations of the procedures contained herein are subject to the grievance procedure; however, the rating determined by the Employee's immediate supervisor and the Police Chief is not a proper subject for the grievance procedure.

ARTICLE XXVIII

LEAVE SHARING

Statement: The Employer recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off more than their available vacation, sick or personal time. To address this, need all eligible Employees of the bargaining will be allowed to donate vacation, sick, or personal time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility: Employees who donate time must be employed with the Police Department for a minimum of 1 year.

Guidelines: Employees who would like to make a request to receive donated time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency: Critical or catastrophic illness or injury of the Employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the Employee is the legal guardian or sole caretaker.

Other Personal Crisis: A personal crisis of a severe nature that directly impacts the Employee. This may include a natural disaster impacting the Employee's primary residence such as a fire or severe storm.

Employees who donate time from their unused balance(s) must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- 40 hours

Note: Employees who donate time must have sufficient time in their leave balance(s) and will not be permitted to exhaust their balances because they may experience their own personal need for time off. Employees cannot borrow against future leave time to donate.

Employees who receive donated leave time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

The amount of leave hours donated by one Employee to another Employee is considered confidential information.

Employees who are currently on an approved leave of absence cannot donate leave time.

If the recipient Employee has any available vacation, sick, or personal time in their balance, this time will be used prior to any donated leave time. Donated leave time may only be used for time off related to the approved request. Any donated leave that is more than the time off needed will be returned to the donor.

Procedure: Employees who would like to make a request to receive donated time are required to complete a "Request For Donated Leave Time Form", which includes authorization of the HR Director to notify the FOP President of their request. The FOP President will notify the members of bargaining unit of the need for the sole purpose of soliciting donations.

Employees who wish to donate leave time to a co-worker in need must complete a "Donation of Leave Time Form".

Employees receiving and using shared leave will continue eligibility for employment benefits (healthcare, leave accruals). If conditions of the leave qualify under the Family Medical Leave Act (FMLA), the Employee's paid time will count as FMLA (maximum FMLA = 12 weeks).

All leave donations will be on an hour-for-hour basis and in one hour increments. No consideration will be given to the dollar value of the leave donated.

Forms for requesting donated leave time and for recording donated leave time are at Appendix 8. These must be completed and submitted to the Human Resources Director by hand or via email.

ARTICLE XXIX

FOREIGN LANGUAGE INCENTIVE

The Lodge and the Employer recognize that there are members of our community who do not speak English, or who are more comfortable speaking in their native language, may need to use an alternative means of communicating with Law Enforcement.

As such, any member of the bargaining unit who wishes to learn an additional language(s), may do so. The Lodge member will be compensated at their regular hourly rate during training. The member should strive to train during their regular shift. Off-duty training time must be approved by the Police Chief. The training may consist of classroom learning, online training resources (such as Rosetta Stone software, Mango Language applications, or other applications, as approved by the Employer), and interacting with native speakers of the language being trained. The Employer will purchase language training software which shall be shared by all participating members.

After Lodge members have successfully completed training and demonstrated their competency they will be compensated by receiving a $75/month foreign language stipend. Officers who wish to become multi-lingual may complete and be compensated for 2 language courses, meaning their maximum monthly stipend would be $150/month after training and competency demonstration. The competency demonstration will consist of a written test, and/or meeting with a professional in the area of teaching the language the member is currently studying (i.e. a local professor, or possibly a native speaker).

To be eligible for a Foreign Language Incentive, the Employer may require the Employee to take and pass a foreign language proficiency test every 2 (two) years, administered by an outside vendor selected by the Employer, or other foreign language certification acceptable to the Employer.

Languages currently accepted:
Burmese
Spanish

This incentive will expire on June 30, 2018. The Employer agrees to reassess the need for this Article during FY 18-19 negotiations. The Employer reserves full discretion to continue or not continue the Foreign Language Incentive based on the member's course completion or participation during FY 17-18.

ARTICLE XXX

FITNESS FOR DUTY

Both parties have agreed to work cooperatively towards the goal of creating a fitness for duty policy with the intent that it will provide a safe and productive work environment to ensure that all Employees can safely and effectively perform the essential functions of their jobs, while providing the Employer the opportunity and ability to require a professional evaluation of an Employee's physical and/or mental capabilities to perform the essential functions of their jobs. It was the intent of the parties during negotiations to continue working toward this goal during FY2018-2019 so that it can be added to this Agreement prior to the end of the fiscal year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of

_____ 2018~~7~~.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY:_____
Timothy Lee Fox, Mayor

Attest:

_____
Susan White, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY:_____
President or Lodge Representative

Attest:

_____
Secretary

~~APPROVED AS TO FORM:~~

~~_____~~
~~City Attorney~~

APPENDIX 1

POINTS AWARDED FOR TEST SCORES

Each applicant's written score shall be recorded as a raw score. This raw score shall be based on a possible one hundred (100) percent score. That percent will be the total points earned, i.e. 95% is equal to 95 points.

APPENDIX 2

POINTS AWARDED FOR ORAL REVIEW BOARD

In this category, the applicant's total score is based on seventy-five (75) points possible in the following manner:

1. The review board shall ask five (5) questions per applicant with each question being scored on a scale of one (1) to five (5) per question. (The total number of points possible for each board member is twenty-five (25).
2. Each applicant's points shall be determined by totaling each raw score awarded them by each of the three (3) members of the oral review board. (The total number of points possible from all three (3) members is seventy-five (75).
3. The applicant's total score will be included in the Officer's total promotional point score. (Appendix 6)

APPENDIX 3

POINTS AWARDED FOR SUPERVISOR RECOMMENDATION FORM

In this category, the applicant's total score is based on seventy-five (75) points possible:

1. Supervisor Recommendations for shall consist of three (3) categories with each category being worth a maximum of five (5) points.
2. Each recommendation form will have a total of fifteen (15) possible points.
3. There will be five (5) supervisors completing these recommendations for a total of seventy-five (75) points possible.

APPENDIX 4

OFFICER'S PROMOTIONAL POINT SCORES

List each applicant's score from appendix 3/4/5 as noted below.

Written test score:	Max of 100
Oral board:	Max of 75
Supervisor recommendation:	Max of 75

Applicant's total score Max of (250)

APPENDIX 5

PROMOTIONAL PROCESS MATRIX

Step 1-
Notify Eligible Officer of Opening and set date for response.

Step 2-
Eligible officer submit request to the Chief of Police

Step 3-
Department sets written testing date for eligible officers.

Step 4-
Department sets date for oral review board. Oral Boards commence

Step 5

Supervisors complete the supervisor recommendation form for each applicant

Step 6-
Promotional Committee calculates scores and completes a list with name and highest points earned first, then remaining list in descending order.

Step 7-
Chief receives list from Promotional Committee and promotes based on that list.

APPENDIX 6

SUPERVISORS RECOMMENDATION FORM

Supervisors will grade each applicant on a 1 to 5 scale. After the form is completed it will be sealed in an envelope. It will then be returned to the Chief's office to later be given to the Promotional Committee for tallying.

Applicants Name:_____ Applicants Current Rank:_____

1. **Leadership Skills -** **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐
2. **Communication Skills-** **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐
3. **Motivation Skills-** **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐

Total_____

This section shall be completed by the Promotional Committee

Supervisors Name:_____ Date:_____

APPENDIX 7

EMPLOYEE AGREEMENT AND CONSENT TO

DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of the City of Glenpool, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis as applicable. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under City policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the City of Glenpool and/or its selected physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release all documentation relating to such test to the City of Glenpool and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the City of Glenpool to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized City of Glenpool management employees will have access to information furnished or obtained because of the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and/or to respond to inquiries or notices from government entities, or such other purposes as are required by law.

I will hold harmless the City of Glenpool, its selected physician and any testing laboratory the City of Glenpool might use, meaning that I will not sue or hold responsible said parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse action that might arise as a result of the drug or alcohol test, even if the City of Glenpool, its selected physician or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the City of Glenpool, its selected physician, and any testing laboratory that the City of Glenpool might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, so long as such release or use of the information is within the scope of this policy and conforms to the procedures explained in the paragraph above.

The City of Glenpool drug/alcohol employee testing policy and this consent to submit to such policy as set forth in this authorization have been explained to me in a language I understand, I comprehend their meaning, and I have been told that if I have any questions about the test or the policy, to address them to my immediate supervisor or the Director of Human Resources and they will be answered as promptly and thoroughly as reasonably possible.

I UNDERSTAND THAT THE CITY OF GLENPOOL, WITHOUT LIMITATION, WILL REQUIRE A DRUG/ALCOHOL SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, OR WHENEVER OTHER CIRCUMSTANCES GIVE RISE TO A REASONABLE SUSPICION THAT DRUGS OR ALCOHOL HAVE BEEN USED EITHER IN THE WORKPLACE OR OTHERWISE IN SUCH WAY AS TO HINDER JOB PERFORMANCE.

_____	_____	_____
Employee Signature	Employee Printed Name	Date
_____	_____	_____
City of Glenpool Representative	Title	Date

APPENDIX 8-A

Request For Donated Leave Time Form

Date of Request:			
Employee Name:			
Number of Leave Days requested:		Beginning Date:	
Reason for request:			

I understand, that if the reason for leave, qualifies under the Family Medical Leave Act (FMLA), that this paid time will count as FMLA (maximum FMLA = 12 weeks). I understand that I may also need to provide a licensed practitioner's certification of my not being able to work.

I authorize the HR Director to release information concerning my need of donated time, to the FOP President. The FOP President will notify the members of the Bargaining Unit, for the sole purpose of soliciting leave donations.

Employee Signature _____ Date _____

HR Director Signature _____ Date _____

APPENDIX 8-B

Donation of Leave Time Form

I, _____, wish to donate the hours listed below to _____. I understand that this leave donation becomes the "property" of the Employee donated to for the duration of the illness/personal crisis or until exhausted. Should the requirement of the donation cease to exist, leaving an unused portion, that portion will be returned to me.

Please indicate the type and amount of leave to be donated:

Type of Leave	# of Hours 4 Hour Minimum	or	# of Days 5 Days Maximum
Sick Leave			
Vacation Time			
Compensatory Time			
Combined Total Cannot Be Greater Than 40 Hours			

Terms and Conditions:

1. I understand that donations must be made in increments of whole hours.
2. I am donating these hours freely and have not been forced or coerced into doing so.
3. My donation, once processed and transferred through payroll, is irrevocable.
4. I understand my leave balance(s) will be decreased by the amount contributed.
5. I certify that after the donation, I will not have fallen below a balance of 40 hours in either my sick or vacation leave.

Employee Printed Name	Employee Signature	Date

HR Director Signature	Date & Time Received

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

CONTINGENT REIMBURSEMENT AGREEMENT

THIS CONTINGENT REIMBURSEMENT AGREEMENT (the "**Agreement**") made and entered into as of the last date executed by either party (the "**Effective Date**"), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**"), the **Glenpool Industrial Authority**, an Oklahoma Public Trust, (the "**Authority**"), acting in its own right and on behalf of the City and **Glentapp Development, LLC,** an Oklahoma limited liability company ("**Glentapp**").

WHEREAS, Glentapp proposes to sell to ~~**Chick-fil-**~~ [a proprietary and confidential named business, the legal name of which will be disclosed in an existing but separate exhibit ("**Exhibit A**") which will be attached hereto and incorporated herein by reference upon public disclosure of said business] (the "**Owner**") a ~~certain commercial~~designated lot ~~(the "**Property**") to be created within Lot 1, Block 1, Southwest Crossroads Section 2 (Plat No. 6117),~~and block in the MonTapp Addition, a subdivision in the City of Glenpool, Tulsa County, Oklahoma 74033~~, in~~ (the ~~area~~"**Property**"), as depicted on a currently existing but separate "**Exhibit** ~~"A"~~**B**" which will be attached hereto and incorporated herein by reference simultaneously upon disclosure of the legal name of the Owner (the "**Development**~~");~~")[1];

WHEREAS, Owner intends to develop the Property into a ~~Chick-fil-A restaurant~~retail store and related improvements within the Development (the "**Business**"); and

WHEREAS, the Authority, acting as a public trust for the benefit of the City, desires to ~~encourage~~incentivize such Development, in order to obtain from the Business, the benefits of sales tax and utility revenues, as well as related permitting fees, for the City and to promote the general welfare of the City, by promising to Glentapp the reimbursement of a designated portion of sales tax revenues only when and as actually remitted by the Business, subject to conditions in this Agreement.

THEREFORE, the City, the Authority and Glentapp, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is that the Authority may facilitate and encourage the Development by enabling Glentapp to sell the Property to Owner on more favorable terms than would otherwise be feasible without the Sales Tax Rebate (as hereafter defined) provided by this Agreement. Consideration to the Authority and the City is that the Development will provide retail sales taxes for the benefit of the City that exceed such Sales Tax Rebate, and further provide related infrastructure improvements, utility revenues

[1] Open Records Act notation: Pursuant to § 24A.5.1.b. of the Oklahoma Open Records Act, "records of what transpired during meetings of a public body lawfully closed to the public such as executive sessions authorized under the Oklahoma Open Meeting Act"; and further pursuant to § 24A.10.B.5. thereof, "The prospective location of a private business or industry *prior to public disclosure* of such prospect," may be exempted from disclosure until such time as the private business chooses to identify its name and location.

and payment to the City of all requisite fees for building and related permits, any part or all of which would be unattainable without such facilitation and encouragement.

2. MUTUAL CONSIDERATION

This Agreement is entered into with the expectation that the Development will provide needed retail development within Tulsa County as well as within the City. It is further anticipated that the Development, when completed, will generate substantial Sales Tax (as hereafter defined) and other revenues for the City which exceed the benefit conferred upon the Development by the Sales Tax Rebate (as hereafter defined).

3. SCOPE OF BENEFIT CONFERRED

The Development will, in its entirety, be completely funded with no direct assistance from the Authority or the City and all required permitting fees have been or shall be paid as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely for the purpose of obtaining for the City the foregoing benefits, the City will provide to Glentapp the reimbursement of a portion of Sales Taxes (as hereafter defined) actually generated, collected and remitted, net of any discounts or deductions, derived from the Business in amounts and subject to conditions set forth in Section 4 of this Agreement.

4. REIMBURSEMENT OF TAX REVENUES

Payment to Glentapp by the City in the form of reimbursement of a designated portion of Sales Tax revenues from the Business shall occur as follows:

A. The sole source of funds for reimbursement to Glentapp of the Sales Tax Rebate will be derived from Sales Tax revenues actually paid to the City, through its contract with the Oklahoma Tax Commission, as generated by taxable retail sales of the Business (the "**Sales Tax**" or "**Sales Taxes**").

B. Neither the City nor the Authority shall be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.

C. Reimbursement by the City to Glentapp will not commence before the end of the first full fiscal quarter following the first submission of Sales Tax revenue payments to the City by the Business. Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July – September; October – December; January – March; and April – June.

D. No tax receipts from the Business will be remitted by the Business nor collected by the City prior to the issuance of a certificate of occupancy for the Business on the Property.

~~E.~~ The City will ~~make the reimbursement of the Sales Tax Rebate~~reimburse to Glentapp ~~described in Section 4.F.~~a portion of the City's sales taxes generated by the Business within the Project area. Such portion shall be equivalent to two-thirds (2/3) of ~~this Agreement~~ the three percent (3%) unrestricted Sales Tax revenues (*i.e.*, two percent (2%) of all taxable sales derived from the Business and remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission, net of any discounts or deductions available to the Business (the "**Sales Tax Rebate**"). Rebate payments will be made on a quarterly basis~~. Payments~~ and will be made by the City at the end of the month immediately following the end of the fiscal quarter in which Sales Taxes paid by the Business are received by the City from the Oklahoma Tax Commission. ~~The reimbursements~~Such Sales Tax Rebate payments will be made to Glentapp until a maximum aggregate ~~reimbursement of Three hundred fifty-four thousand Five hundred forty and 60~~Sales Tax Rebate of Three Hundred Fifty-Four Thousand, Five Hundred Forty and 60/100 Dollars ($354,540.60)

~~F.~~

~~The City will reimburse Glentapp two percent (2%) of Sales Tax revenues derived from the Business and actually remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission, net of any discounts or deductions available to the Business (the "**Sales Tax Rebate**"). $354,540.60~~has been reimbursed, independently of the amount of Glentapp's or the Owner's expenditures on public infrastructure. The City, in its sole and absolute discretion, may elect to reimburse Glentapp more than two ~~percent (2%)~~ -thirds (2/3) of unrestricted Sales Tax paid to the City (i.e., two per cent (2%) of taxable sales) for any quarter in order to accelerate the payment obligation. In no case shall the total of Sales Tax Rebate payments exceed $354,540.60.

~~G.~~E. ~~This Agreement shall be automatically terminated and rendered null and void, and neither City nor Authority shall be liable for the Sales Tax Rebate to Glentapp if Owner does not acquire the Property from Glentapp within 360~~180 ~~days from the Effective Date of Owner's purchase agreement with Glentapp~~In no case shall the total Sales Tax Rebate payments exceed $354,540.60.

5. LIMITATIONS

The parties acknowledge that, under applicable Oklahoma law, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies to the City for the purpose of making the reimbursements contemplated by this Agreement in any future fiscal year but only on a current fiscal year basis. Notwithstanding this limitation, the parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to accommodate and facilitate its own and/or the Authority's performance under this Agreement.

6. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their authoritative boards or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

7. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents to resolve the dispute through arbitration under the guidelines of the American Arbitration Act. Should such disagreement or dispute arise, and if not settled within 60 days from the date of inception, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to request binding arbitration with the American Arbitration Association.

8. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. Glentapp agrees to include a provision in its purchase and sale contract with the Owner that the Owner is required to complete the Development in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 8 by Glentapp and/or failure to comply with such contractual provision by Owner shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. ~~Glentapp~~ The respective parties identified in this Section 9.A. shall be in default of this Agreement if any of the following events occur and, except as stated otherwise, this Agreement shall be automatically terminated and rendered null and void, and neither City nor Authority shall be liable for the Sales Tax Rebate or any other obligation to Glentapp:

- If Owner does not acquire the Property from Glentapp by no later than the Closing Date, as defined in the Owner's purchase agreement with Glentapp, and as may be amended provided that the City is given notice of any such amendment.
- Owner fails to ~~purchase~~obtain a valid building permit and commence construction of the Development within ~~360~~180 days from the ~~closing date of~~Closing Date~~, as defined in the Owner's purchase agreement with Glentapp~~. Glentapp hereby represents to the City that the Closing Date set forth in the purchase agreement for the Property will also be

incorporated and disclosed in Appendix A, and further agrees to notify the City if there is any change in the Closing Date;

- Glentapp or Owner is in default of Section 8 of this Agreement; or
- Owner fails to remit to the Oklahoma Tax Commission, on behalf of the City, all Sales Tax revenues derived from the Business in a timely manner.

In the event ~~any~~ either of the latter two foregoing events occurs, the Authority (acting by the City Manager or his designee) may issue written notice to Glentapp advising Glentapp that it has thirty (30) days to cure such default and/or advising Glentapp that it is required to appear before the City Manager or his designee (the "**City Manager**"). If so requested by the City Manager, Glentapp shall appear before the City Manager for the purpose of verifying that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. In the event Glentapp fails to cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or (b) the date agreed to by Glentapp and the City Manager if Glentapp appears before the City Manager, then the City Manager may at any time thereafter until such default is cured by Glentapp, issue a notice to Glentapp advising Glentapp that the Authority has elected to terminate this Agreement (the "**Termination Notice**"), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice after which neither party shall have any further obligation to the other. The sole remedy of the Authority and the City in the event of a default by Glentapp is the termination of this Agreement.

B. The Authority shall be in default of this Agreement if the City fails to make payment of the Sales Tax Rebate reimbursements due hereunder to Glentapp in accordance with the schedule and amounts provided by this Agreement, except as limited by Section 5 of this Agreement. In the event the foregoing event occurs, Glentapp may issue written notice to the Authority advising the Authority that it has thirty (30) days to cure such default. In the event the Authority fail to cure such default within thirty (30) days from the date it receives the foregoing notice from Glentapp, then Glentapp may proceed against the City and/or the Authority to collect all amounts due Glentapp subject to the limitations of this Agreement.

The term "commence construction of the Development" shall mean that the Owner has commenced to move dirt on the Property in compliance with all applicable permits.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of such party or its agents or contractors, except to the extent that such party fails to exercise reasonable measures to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other except for Glentapp's right to assign this Agreement to another Limited Liability Company.

12. BINDING EFFECT

Except as otherwise provided by Section 5, the provisions, covenants, terms and conditions in this Agreement apply to ~~and~~ bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of both parties, and signed by duly authorized representatives of the Authority and Glentapp. A signed original of such modification or amendment shall be fastened to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERCEDED

This Agreement constitutes the final and complete agreement and understanding among the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement.

15. NOTICE

A letter or other postal communication~~,~~ properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when actually received or five days after verified delivery, whichever is earlier.

Address for notices to City:

Glenpool Industrial Authority
David Tillotson, City Manager
P.O. Box 70
12205 S. Yukon Ave
Glenpool, OK 74033

Address for notice to Glentapp:

Glentapp Development, LLC
209 French Park Place, Suite 103
Edmond, Oklahoma 73034
Attention: James C. Tapp

16. CONFIDENTIALITY REQUIREMENTS

Glentapp, the City and the Authority acknowledge that, during the term of this Agreement, either party may or will have access to and receive information, records, files, data, or other

materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature. Each party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the other to any unauthorized person, or use any such Confidential Information for any unauthorized purpose.

17. RECORDS AND AUDITS

Glentapp acknowledges that either of the Authority and/or the City may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Glentapp shall retain in its own records all books, documents, papers, records and other materials prepared by Glentapp or provided by the Authority or the City to Glentapp in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Glentapp shall, as often as the Authority or the City reasonably deems necessary, permit authorized representatives of the Authority, the City, State, or the federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Glentapp to the extent related to this Agreement.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City/Authority and Glentapp is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City/Authority and Glentapp for any purpose.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

CITY OF GLENPOOL DATE EXECUTED

By: _____ _____
Timothy Lee Fox, Mayor

Attest:

By: _____ _____ [SEAL]
City Clerk, Susan White

Approved as to form:

By: _____ _____
City Attorney, Lowell L. Peterson

GLENPOOL INDUSTRIAL AUTHORITY DATE EXECUTED

By: _____ _____
Timothy Lee Fox, Chair

Attest:

By: _____ _____ [SEAL]
City Clerk, Susan White

Approved as to form:

By: _____ _____
Trust Attorney, Lowell L. Peterson

GLENTAPP DEVELOPMENT, LLC,
an Oklahoma limited liability company

~~By:~~ _____
By: _____
F. Barry Tapp, Manager

EXHIBIT "A"

The parties to that certain Contingent Reimbursement Agreement (the "Agreement") by and among the City of Glenpool, the Glenpool Industrial Authority, and Glentapp Development, LLC, approved and executed by designated and duly authorized officers of said parties on the ____ day of _____, 2018, hereby represent each to the other that the "Owner" of the "Business" referenced in said Contingent Reimbursement Agreement is intended to be **Chick-Fil-A**, and that said Contingent Reimbursement Agreement does and shall extend only to **Chick-Fil-A**, and neither party hereto nor any other person or business does or shall have the right to change the intended third party beneficiary of said Contingent Reimbursement Agreement to any other person or business. Glentapp Development hereby represents to the City that the Closing Date set forth in the purchase agreement for this property is the ____ day of _____, 20____. The intended location of the Business to be operated by **Chick-Fil-A**, is attached to said Contingent Reimbursement Agreement as Exhibit B and all foregoing conditions and limitations that are applicable to this Exhibit "A" are and shall be equally applicable to Exhibit B.

~~Agreed to in executive session among designated and duly authorized officers of the parties, as follows:~~In witness whereof, the signatories below represent that each is lawfully authorized to bind the respective entity in contract and do so this ____ day of _____, 2018.

CITY OF GLENPOOL _____ DATE EXECUTED

By: _____
David Tillotson, City Manager

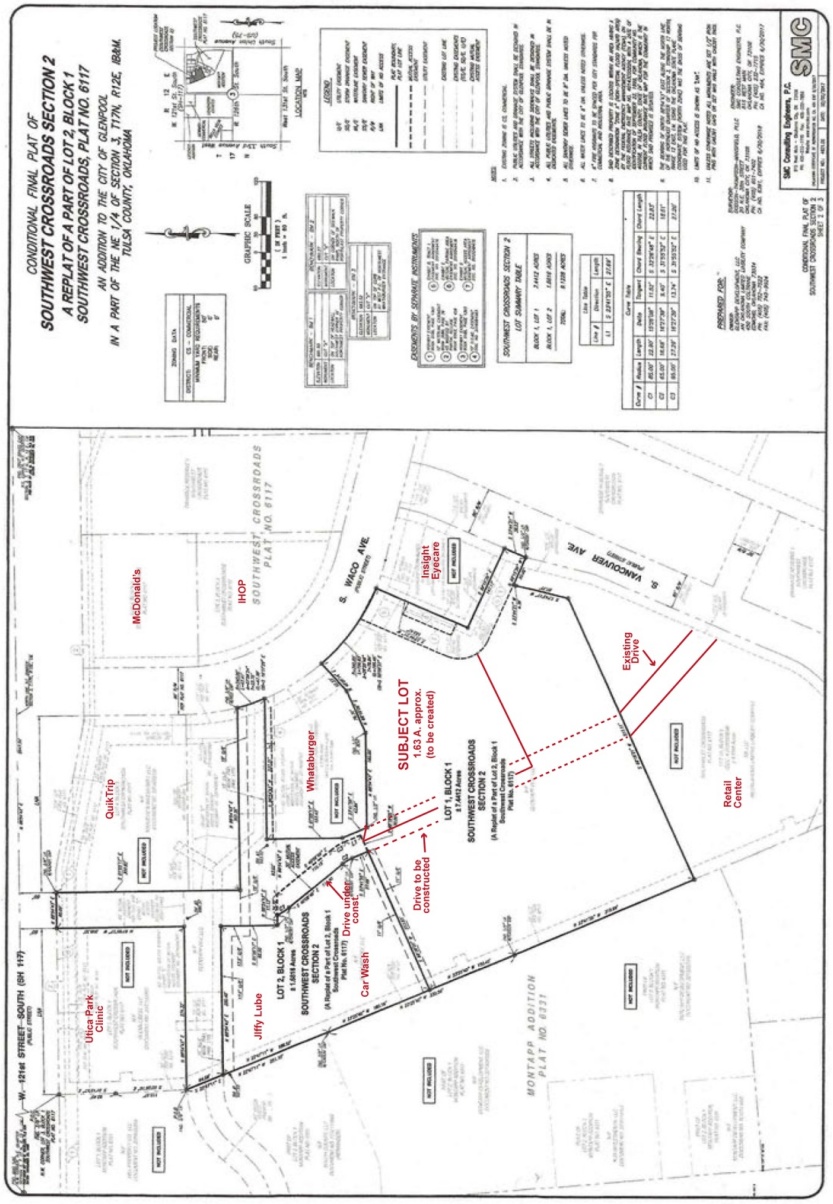
GLENPOOL INDUSTRIAL AUTHORITY _____ DATE EXECUTED

By: _____
David Tillotson, City Manager representing the lawful beneficiary

GLENTAPP DEVELOPMENT, LLC, _____ DATE EXECUTED

By: _____
F. Barry Tapp, Manager

EXHIBIT "B"


CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117
AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, IBAM.
TULSA COUNTY, OKLAHOMA
SMC
SMC Consulting Engineers, P.C.
SUBJECT LOT
1.83 A. approx.
(to be created)
LOT 1, BLOCK 1
1.5402 Acres
SOUTHWEST CROSSROADS
SECTION 2
Drive to be constructed
Existing Drive
Drive under const.
LOT 2, BLOCK 1
1.6818 Acres
SOUTHWEST CROSSROADS
SECTION 2
Retail Center
Insight Eyecare
Whataburger
QuikTrip
McDonald's
IHOP
Jiffy Lube
Car Wash
Utica Park Clinic
S. WACO AVE.
S. VANCOUVER AVE.
W. 121st STREET SOUTH (SH 117)
SOUTHWEST CROSSROADS PLAT NO. 6117
MONTAPP ADDITION PLAT NO. 6331
NOT INCLUDED

CONTINGENT REIMBURSEMENT AGREEMENT

THIS CONTINGENT REIMBURSEMENT AGREEMENT (the "**Agreement**") made and entered into as of the last date executed by either party (the "**Effective Date**"), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**"), the **Glenpool Industrial Authority**, an Oklahoma Public Trust, (the "**Authority**"), acting in its own right and on behalf of the City and **Glentapp Development, LLC,** an Oklahoma limited liability company ("**Glentapp**").

WHEREAS, Glentapp proposes to sell to ~~Braum's Inc.~~ [a proprietary and confidential named business, the legal name of which will be disclosed in an existing but separate exhibit ("**Exhibit A**") which will be attached hereto and incorporated herein by reference upon public disclosure of said business] (the "**Owner**") ~~Lot 1, Block 1, Montapp,~~ a designated lot and block in the MonTapp Addition, a subdivision in the City of Glenpool, Tulsa County, Oklahoma 74033 ~~("~~(the "**Property**~~"),~~**"**), as depicted on a currently existing but separate "**Exhibit** ~~"A"~~**B**" which will be attached hereto and incorporated herein by reference simultaneously upon disclosure of the legal name of the Owner (the "**Development**~~");~~")[1];

WHEREAS, Owner intends to develop the Property into a ~~Braum's~~ retail store and related improvements within the Development (the "**Business**"); and

WHEREAS, the Authority, acting as a public trust for the benefit of the City, desires to ~~encourage~~incentivize such Development, in order to obtain from the Business, the benefits of sales tax and utility revenues, as well as related permitting fees, for the City and to promote the general welfare of the City, by promising to Glentapp the reimbursement of a designated portion of sales tax revenues only when and as actually remitted by the Business, subject to conditions in this Agreement.

THEREFORE, the City, the Authority and Glentapp, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is that the Authority may facilitate and encourage the Development by enabling Glentapp to sell the Property to Owner on more favorable terms than would otherwise be feasible without the Sales Tax Rebate (as hereafter defined) provided by this Agreement. Consideration to the Authority and the City is that the Development will provide retail sales taxes for the benefit of the City that exceed such Sales Tax Rebate, and further provide related infrastructure improvements, utility revenues

[1] Open Records Act notation: Pursuant to § 24A.5.1.b. of the Oklahoma Open Records Act, "records of what transpired during meetings of a public body lawfully closed to the public such as executive sessions authorized under the Oklahoma Open Meeting Act"; and further pursuant to § 24A.10.B.5. thereof, "The prospective location of a private business or industry *prior to public disclosure* of such prospect," may be exempted from disclosure until such time as the private business chooses to identify its name and location.

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Commented [DT1]: I've not seen this done before on these types of contract, but I assume it is similar to what the Dept of Commerce does with their "Projects" they solicit proposals on from municipalities. As long as you are comfortable with the language and the underlying legality, I'm ok with it.

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Commented [LP2]: This is my reasoning:
Tit. 25 Sec. 307.C.10 (open meeting act) provides that, All nonprofit foundations, boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts, task forces or study groups supported in whole or part by public funds or entrusted with the expenditure of public funds for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business;

So … discussion of this would qualify for executive session.

Then, open records act says that records pertaining to matters discussed in executive session are exempt.

Finally, open records act also provides that records pertaining to the location of a proposed business are exempt.

I feel confident we're good.

and payment to the City of all requisite fees for building and related permits, any part or all of which would be unattainable without such facilitation and encouragement.

2. MUTUAL CONSIDERATION

This Agreement is entered into with the expectation that the Development will provide needed retail development within Tulsa County as well as within the City. It is further anticipated that the Development, when completed, will generate substantial Sales Tax (as hereafter defined) and other revenues for the City which exceed the benefit conferred upon the Development by the Sales Tax Rebate (as hereafter defined).

3. SCOPE OF BENEFIT CONFERRED

The Development will, in its entirety, be completely funded with no direct assistance from the Authority or the City and all required permitting fees have been or shall be paid as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely for the purpose of obtaining for the City the foregoing benefits, the City will provide to Glentapp the reimbursement of a portion of Sales Taxes (as hereafter defined) actually generated, collected and remitted, net of any discounts or deductions, derived from the Business in amounts and subject to conditions set forth in Section 4 of this Agreement.

4. REIMBURSEMENT OF TAX REVENUES

Payment to Glentapp by the City in the form of reimbursement of a designated portion of Sales Tax revenues from the Business shall occur as follows:

A. The sole source of funds for reimbursement to Glentapp of the Sales Tax Rebate will be derived from Sales Tax revenues actually paid to the City, through its contract with the Oklahoma Tax Commission, as generated by taxable retail sales of the Business (the "**Sales Tax**" or "**Sales Taxes**").

B. Neither the City nor the Authority shall be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.

C. Reimbursement by the City to Glentapp will not commence before the end of the first full fiscal quarter following the first submission of Sales Tax revenue payments to the City by the Business. Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July – September; October – December; January – March; and April – June.

D. No tax receipts from the Business will be remitted by the Business nor collected by the City prior to the issuance of a certificate of occupancy for the Business on the Property.

~~E.~~ The City will ~~make the reimbursement~~reimburse to Glentapp a portion of the City's sales taxes generated by Businesses within the Project area. Such portion shall be equivalent to two-thirds (2/3) of the three percent (3%) unrestricted Sales Tax revenues (*i.e.*, two percent (2%) of all taxable sales derived from the Businesses and remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission, net of any discounts or deductions available to the Business) (the "**Sales Tax Rebate** ~~to Glentapp described in Section 4.F. of this Agreement~~"). Rebate payments will be made on a quarterly basis~~. Payments~~ and will be made by the City at the end of the month immediately following the end of the fiscal quarter in which Sales Taxes paid by the Business are received by the City from the Oklahoma Tax Commission. ~~The reimbursements~~Such Sales Tax Rebate payments will be made to Glentapp until a maximum aggregate ~~reimbursement~~ Sales Tax Rebate of Two ~~hundred eighty-seven thousand~~Hundred Eighty-Seven Thousand, Nine ~~hundred fifty~~Hundred Fifty-three and 38/100 Dollars ($287,953.38) ~~is made.~~

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~~F. The City will reimburse Glentapp two percent (2%) of Sales Tax revenues derived from the Business and actually remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission, net of any discounts or deductions available to the Business (the "**Sales Tax Rebate**").~~ has been reimbursed, independently of the amount of Glentapp's or the Owner's expenditures on public infrastructure. The City, in its sole and absolute discretion, may elect to reimburse Glentapp more than two-thirds (2/3) of unrestricted Sales Tax paid to the City (i.e., two per cent (2%) of taxable sales) for any quarter in order to accelerate the payment obligation.

~~G.~~E. ~~This Agreement shall be automatically terminated and rendered null and void, and neither City nor Authority~~In no case shall ~~be liable for the Sales Tax Rebate to Glentapp if Owner does not acquire the Property from Glentapp within 180 days from the Effective Date of Owner's purchase agreement with Glentapp.~~ the total of Sales Tax Rebate payments exceed $287,953.38.

Commented [LP3]: Moved this provision to a condition of default in Section 9.

5. LIMITATIONS

The parties acknowledge that, under applicable Oklahoma law, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies to the City for the purpose of making the reimbursements contemplated by this Agreement in any future fiscal year but only on a current fiscal year basis. Notwithstanding this limitation, the parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to accommodate and facilitate its own and/or the Authority's performance under this Agreement.

6. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their authoritative boards or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

7. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents to resolve the dispute through arbitration under the guidelines of the American Arbitration Act. Should such disagreement or dispute arise, and if not settled within 60 days from the date of inception, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to request binding arbitration with the American Arbitration Association.

8. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. Glentapp agrees to include a provision in its purchase and sale contract with the Owner that the Owner is required to complete the Development in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 8 by Glentapp and/or failure to comply with such contractual provision by Owner shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. ~~Glentapp~~The respective parties identified in this Section 9.A. shall be in default of this Agreement if any of the following events occur and, except as stated otherwise, this Agreement shall be automatically terminated and rendered null and void, and neither City nor Authority shall be liable for the Sales Tax Rebate or any other obligation to Glentapp:

- If Owner does not acquire the Property from Glentapp by no later than the Closing Date, as defined in the Owner's purchase agreement with Glentapp, and as may be amended provided that the City is given notice of any such amendment.
- Owner fails to ~~purchase~~obtain a valid building permit and commence construction of the Development within one-hundred eighty (180) days from the ~~closing date of Owner's purchase agreement with Glentapp~~Closing Date. Glentapp hereby represents to the City that the Closing Date set forth in the purchase agreement for the Property ~~is the _____ day~~

~~of _____ 2018~~will also be incorporated and disclosed in Appendix A, and further agrees to notify the City if there is any change in the Closing Date;

- Glentapp or Owner is in default of Section 8 of this Agreement; or
- Owner fails to remit to the Oklahoma Tax Commission, on behalf of the City, all Sales Tax revenues derived from the Business in a timely manner.

In the event ~~any~~either of the latter two foregoing events ~~occur~~occurs, the Authority (acting by the City Manager or his designee) ~~may~~shall issue written notice to Glentapp advising Glentapp that it has thirty (30) days to cure such default and/or advising Glentapp that it is required to appear before the City Manager or his designee (the "**City Manager**"). If so requested by the City Manager, Glentapp shall appear before the City Manager for the purpose of verifying that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. In the event Glentapp fails to cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or (b) the date agreed to by Glentapp and the City Manager if Glentapp appears before the City Manager, then the City Manager may at any time thereafter until such default is cured by Glentapp, issue a notice to Glentapp advising Glentapp that the Authority has elected to terminate this Agreement (the "**Termination Notice**"), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice after which neither party shall have any further obligation to the other. The sole remedy of the Authority and the City in the event of a default by Glentapp is the termination of this Agreement.

B. The Authority shall be in default of this Agreement if the City fails to make payment of the Sales Tax Rebate reimbursements due hereunder to Glentapp in accordance with the schedule and amounts provided by this Agreement, except as limited by Section 5 of this Agreement. In the event the foregoing event occurs, Glentapp may issue written notice to the Authority advising the Authority that it has thirty (30) days to cure such default. In the event the Authority fail to cure such default within thirty (30) days from the date it receives the foregoing notice from Glentapp, then Glentapp may proceed against the City and/or the Authority to collect all amounts due Glentapp subject to the limitations of this Agreement.

The term "commence construction of the Development" shall mean that the Owner has commenced to move dirt on the Property in compliance with all applicable permits.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of such party or its agents or contractors, except to the extent that such party fails to exercise reasonable measures to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other except for Glentapp's right to assign this Agreement to another Limited Liability Company.

12. BINDING EFFECT

Except as otherwise provided by Section 5, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of both parties, and signed by duly authorized representatives of the Authority and Glentapp. A signed original of such modification or amendment shall be fastened to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERCEDED

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This Agreement constitutes the final and complete agreement and understanding among the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement.

15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when actually received or five days after verified delivery, whichever is earlier.

Address for notices to City:	Address for notice to Glentapp:
Glenpool Industrial Authority David Tillotson, City Manager P.O. Box 70 12205 S. Yukon Ave Glenpool, OK 74033	Glentapp Development, LLC 209 French Park Place, Suite 103 Edmond, Oklahoma 73034 Attention: James C. Tapp

16. CONFIDENTIALITY REQUIREMENTS

Glentapp, the City and the Authority acknowledge that, during the term of this Agreement, either party may or will have access to and receive information, records, files, data, or other

materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature. Each party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the other to any unauthorized person, or use any such Confidential Information for any unauthorized purpose.

17. RECORDS AND AUDITS

Glentapp acknowledges that either of the Authority and/or the City may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Glentapp shall retain in its own records all books, documents, papers, records and other materials prepared by Glentapp or provided by the Authority or the City to Glentapp in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Glentapp shall, as often as the Authority or the City reasonably deems necessary, permit authorized representatives of the Authority, the City, State, or the federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Glentapp to the extent related to this Agreement.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City/Authority and Glentapp is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City/Authority and Glentapp for any purpose.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

CITY OF GLENPOOL DATE EXECUTED

By: _____ _____
Timothy Lee Fox, Mayor

Attest:

By: _____ _____ [SEAL]
City Clerk, Susan White

Approved as to form:

By: _____ _____
City Attorney, Lowell L. Peterson

GLENPOOL INDUSTRIAL AUTHORITY DATE EXECUTED

By: _____ _____
Timothy Lee Fox, Chair

Attest:

By: _____ _____ [SEAL]
City Clerk, Susan White

Approved as to form:

By: _____ _____
Trust Attorney, Lowell L. Peterson

GLENTAPP DEVELOPMENT, LLC,
an Oklahoma limited liability company

By: _____
F. Barry Tapp, Manager

EXHIBIT ""A""

The parties to that certain Contingent Reimbursement Agreement (the "Agreement") by and among the City of Glenpool, the Glenpool Industrial Authority, and Glentapp Development, LLC, approved and executed by designated and duly authorized officers of said parties on the _____ day of _____, 2018, hereby represent each to the other that the "Owner" of the "Business" referenced in said Contingent Reimbursement Agreement is intended to be **Braum's, Inc.**, and that said Contingent Reimbursement Agreement does and shall extend only to **Braum's, Inc.**, and neither party hereto nor any other person or business does or shall have the right to change the intended third party beneficiary of said Contingent Reimbursement Agreement to any other person or business. Glentapp Development hereby represents to the City that the Closing Date set forth in the purchase agreement for this property is the _____ day of _____, 20____. The intended location of the Business to be operated by Braum's, Inc., is attached to said Contingent Reimbursement Agreement as Exhibit B and all foregoing conditions and limitations that are applicable to this Exhibit "A" are and shall be equally applicable to Exhibit B.

It is the intention of the parties hereto that this Exhibit A, along with Exhibit B attached hereto, shall be confidential and undisclosed until such time as all parties are prepared to announce the identity of the Owner of the Business and the location of the "Property" where the Business will be located.

In witness whereof, the signatories below represent that each is lawfully authorized to bind the respective entity in contract and do so this _____ day of _____ 2018.

CITY OF GLENPOOL _____ DATE EXECUTED

By: _____
David Tillotson, City Manager

GLENPOOL INDUSTRIAL AUTHORITY _____ DATE EXECUTED

By: _____
David Tillotson, City Manager representing the lawful beneficiary

GLENTAPP DEVELOPMENT, LLC, _____ DATE EXECUTED

By: _____
F. Barry Tapp, Manager

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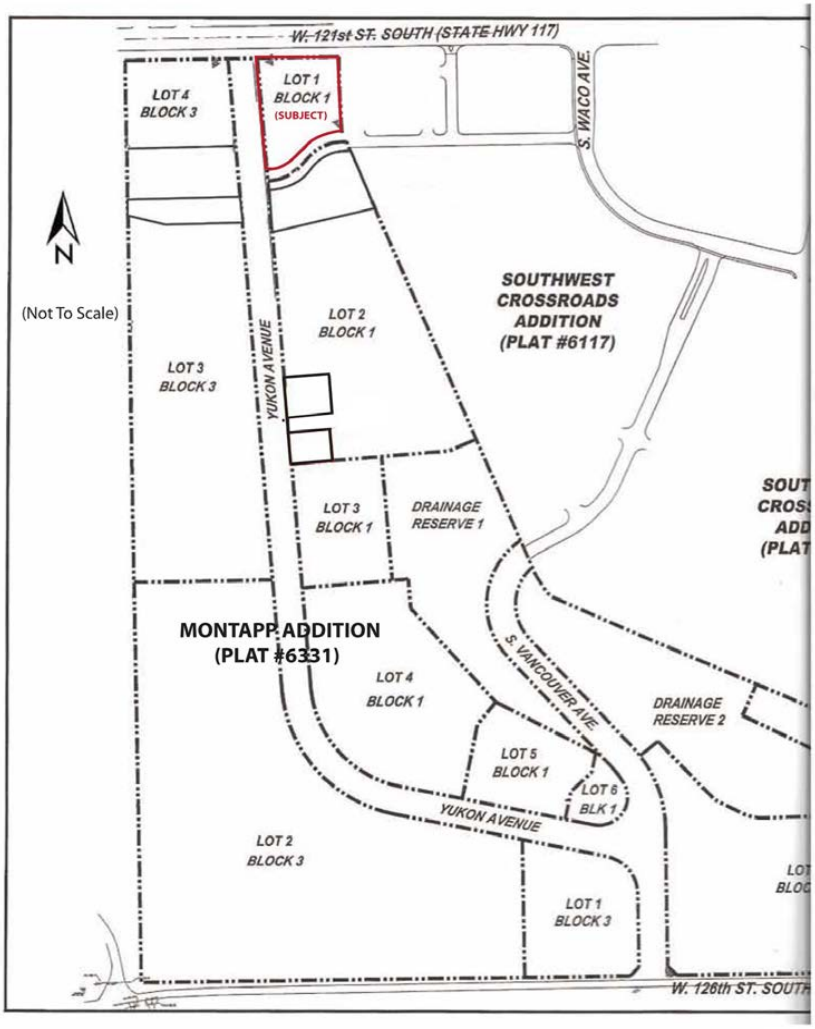
EXHIBIT "B"


W. 121st ST. SOUTH (STATE HWY 117)
LOT 1
BLOCK 1
(SUBJECT)
LOT 4
BLOCK 3
S. WACO AVE.
N
(Not To Scale)
SOUTHWEST
CROSSROADS
ADDITION
(PLAT #6117)
LOT 2
BLOCK 1
LOT 3
BLOCK 3
YUKON AVENUE
LOT 3
BLOCK 1
DRAINAGE
RESERVE 1
MONTAPP ADDITION
(PLAT #6331)
LOT 4
BLOCK 1
S. VANCOUVER AVE.
DRAINAGE
RESERVE 2
LOT 5
BLOCK 1
LOT 6
BLK 1
YUKON AVENUE
LOT 2
BLOCK 3
LOT 1
BLOCK 3
W. 126th ST. SOUTH