



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on June 21, 2021, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM JUNE 21, 2021.**

AGENDA

Page

- A) **Call to Order - Joyce G Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation – David Gray, Glenpool Church of Christ**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **City Manager Report – David Tillotson, City Manager**
 - 1) [CM Report.06212021](#)
- F) **Mayor Report – Joyce G. Calvert, Mayor**
- G) **Council Comments**
- H) **Public Comments**
- I) **Scheduled Business**

5

- 1) Discussion and possible action to approve, deny, or amend minutes from June 7, 2021 meeting. 6 - 22
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 07 Jun 2021 - Minutes - Html](#)
- 2) Discussion and possible action to approve, deny, or amend the agreement with Retail Attractions for Fiscal Year 2021-2022, tabled from June 7, 2021 meeting. 23 - 31
(David Tillotson, City Manager)
[Staff Report - Retail Attractions Agreement](#)
- 3) Discussion and possible action to approve, deny or amend the professional services agreement with Crossroads Communications, LLC for Fiscal Year 2021-2022. 32 - 40
(David Tillotson, City Manager)
[Staff Report - Crossroads Agreement](#)
[Crossroads Agreement.FY21-22.Final \(004\)](#)
- 4) Discussion and possible action to approve, deny or amend the 2021 Morris Park User Agreement with Indian Nations Youth Sports. 41 - 54
(Lynn Burrow, Community Development Director)
[Staff Memo for 2021 Agreement 072121](#)
[proposed 2021 UA](#)
- 5) Discussion and possible action to approve, deny or amend REDBUD GLEN FINAL PLAT: A Final Plat application for a residential subdivision on a 25.29-acre site located on the west side of S Elwood Ave, approximately 700 feet north of the intersection of State Highway 67/E 151st Street S and S Elwood Ave. Applicant: Gold Team Realty Group, LLC; Applicant's Representative: Thurmond Consulting Inc. 55 - 73
(Gerald Gilbert, Planning Director)
[CC STAFF REPORT REDBUD GLEN ADDITION FINAL PLAT - June 14 2021](#)
[CC STAFF REPORT ATTACHMENTS REDBUD GLEN ADDITION FINAL PLAT - JUNE 14 2021](#)
- 6) **CARSON TRAILS PUD-43 PRELIMINARY DEVELOPMENT PLAN AND PRELIMINARY PLAT:** A Zone Amendment Application (GZ-302) for Preliminary Development Plan (PUD 43) and Preliminary Plat for a 124.166-acre site. The subject site is generally located north and east of the northeast corner of West 181st Street and South Union Avenue. The applicant proposes a rezone of the subject site from RS-3 (Single Family High Density), CS (Commercial Shopping) & AG (Agriculture) to Planned Unit Development (PUD 43). The proposed Preliminary Development Plan and Preliminary Plat are for a 394-unit subdivision of the subject site. 74 - 121
Applicant's Representative: Tanner Consulting LLC
(Gerald Gilbert, Planning Director)

A. Public Hearing on Preliminary Development Plan **PUD 43**, *Carson Trails Subdivision*

B. Discussion and possible action to approve, deny, or amend Preliminary Development Plan **PUD 43**, *Carson Trails Subdivision*

C. Public Hearing on Preliminary Plat, *Carson Trails Subdivision*

D. Discussion and possible action to approve, deny, or amend Preliminary Development Plat, *Carson Trails Subdivision*

[CARSON TRAILS PUD AND PRELIMINARY PLAT STAFF MEMO - JUNE 21 2021](#)

[CARSON TRAILS PUD AND PRELIMINARY PLAT ATTACHMENTS - JUN 21 2021](#)

- 7) AMENDMENTS TO TITLE 11, ZONING REGULATIONS: Zoning Ordinance Text Amendments pertaining to changes in the provisions for authorization, procedural and substantive requirements for, and effects of, adoption by the City Council of the City of Glenpool of a Planned Unit Development (“PUD”) in the City of Glenpool. (Lowell Peterson, City Attorney) 122 - 151
- A. Public Hearing on the proposed Zoning Ordinance Text Amendment.
- B. Discussion and possible action to approve, deny or amend the Zoning Ordinance Text Amendment.
- [STAFF MEMO RE ORD 788 PUD AMENDMENTS 062121 \(003\)](#)
[ORDINANCE AMENDING PUD PROVISIONS 062121](#)
- 8) Discussion and possible action to approve, deny or amend the Emergency Clause for Zoning Ordinance Text Amendment, Ordinance No 788. (Lowell Peterson, City Attorney) 152
- [Emergency Clause - 062121](#)
- 9) Discussion and possible action to approve or deny Change Order No. 2 in an amount not to exceed \$32,299.75, for Phase III Warrior Road Rehab Project, to be funded from the approved FY 2020/2021 Budget: Account No. 50-6-14-6360 (Street Improvements) (Lynn Burrow, Community Development Director) 153 - 158
- [Warrior Road Phase III Change Order No. 2](#)
- 10) Discussion and possible action to approve or deny the appointment of Gerald Gilbert as Glenpool’s representative to the Metropolitan Environmental Trust Board of Directors. (David Tillotson, City Manager) 159
- [Staff Report - MET Appointment](#)
- 11) Discussion and possible action to approve, deny or amend a COVID Pay Plan for City employees. (David Tillotson, City Manager) 160 - 161
- [Staff Report - COVID Pay Plan](#)
- 12) Discussion and possible action to approve, deny or amend Budget Amendment #City-05. (David Tillotson, City Manager) 162 - 164
- [Staff Report - Budget Amendment.CITY.FYE21](#)
[Budget Amendment.CITY.06172021](#)
- 13) Discussion and possible action to approve, deny or amend the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices. (Susan White, Assistant City Manager) 165 - 168
- [Staff Report - Yarbrough Custodial Contract.06.21.21](#)
[Yarbrough Custodial Services - FY 2022 \(002\)](#)
- 14) Discussion and possible action to approve, deny or amend the annual Administrative Operations Agreement between the GEMS District and the City of Glenpool setting out certain clerical and accounting services to be provided by the City to GEMS as well as Emergency Medical Response Agency emergency medical services. (Susan White, Assistant City Manager, Interim Treasurer) 169 - 175

[Oper-Admin Agreement FY21-22](#)

- 15) Discussion and possible action to enter into Executive Session for the purpose of 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 FY 21-22 and FY 22-23, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
(Susan White, Assistant City Manager)
- 16) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 17) Discussion and possible action to approve, deny, or amend a Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY 21-22 and FY 22-23. 176 - 236
(Susan White, Assistant City Manager)
[FOP CBA FY21-23.final.06.17.21\(2\)](#)

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 18, 2021, by 5:00 pm.

Signed: Wendy Knight
City Clerk



To: Mayor and Council

From: David Tillotson

Date: June 17, 2021

Re: City Manager Report

Finance

We are working through our year-end closing process and have begun gathering reports for our financial consultants to prepare for this year's audit. We have also been working with Crawford on prepping the new budget in our software so we can open the new fiscal year as quickly as possible after June 30. Our staff has done tremendous work, with much yet to do, to make sure we have everything handled appropriately and to pick up the slack created by the vacancy in our Finance Director position.

We have had our first internal review of applicants for the Finance Director position and are scheduling an initial interview with those candidates that we believe meet the job requirements and those that would be a good fit for the organization. I expect we will have a candidate selected by mid-July and hopefully someone starting by early August.

Open Positions

The City currently has positions open in the following departments:

- Finance: 1 position

We are finalizing job descriptions for the new positions approved in the budget and will be opening those positions up soon.

Miscellaneous

- Red, White and Boom Bash – July 3rd
- City Holiday – July 5th
- Council Meeting set for **Tuesday** July 6th

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com



MINUTES
Regular Meeting
Monday, June 7, 2021 Council Chambers 6:00 PM

COUNCIL PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
Lynn Burrow
Bart Harris
Lea Ann Reed

- A) Call to Order - Joyce G Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
- C) Invocation – Jason Yarbrough, First Baptist Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Director's Report June 7 2021 \(003\)](#)
- F) City Manager Report – David Tillotson, City Manager**
- Paul Ross, American Waste Control, gave an update regarding the fire that occurred at the recycling plant on April 1st, 2021.

[2 CM Report.06072021](#)

G) Mayor Report – Joyce G. Calvert, Mayor

Mayor Calvert read a statement on behalf of VFW Post 9126, provided by Senior Vice Commander Aaron Allen. "VFW Post 9126 held their Grand Opening event this past Sunday, June 6th, and due to the overwhelming support of the community, the City and the hard work and dedication of its members, the event couldn't be described any other way than a rampant success. We were honored that Deputy District Director Brian O'Hara spoke on behalf of Representative Kevin Hern. VFW State Commander Michael Meritt and our city's own Chris Brobst gratefully made statements as well. Post 9126 was accompanied by a number of additional veteran outreach services as well as several local vendors - many of which donated services directly or provided a monetary donation at the completion of the day. It is support like this that will continue to keep our post intact and able to provide the needed services to the veterans of our community. Our VFW will continue to serve in such ways as homeless veteran outreach, provide needed services for those who might be unable to do so on their own, and open our doors to those just needing the comfort of a brother or sister in arms. VFW Post 9126 will be represented in Oklahoma City for the VFW state convention on June 11th, 12th, and 13th, and we are working on plans to retire several American Flags on the evening of June 14th (Flag Day). We are holding our very first Warriors Night on Friday, June 18th, for all veterans, and we plan to be present for the Red, White and Blue 4th of July Bash put on by the City. Our post is looking forward to being involved with the community in any way it can, and looks forward to growing as our City expands."

H) Council Comments

Councilor Lund asked that everyone keep Glenpool families in their prayers, one teenager lost their life, and another is in a coma from a car accident that happened east of Catoosa.

Councilor Fox read the following statement for a matter of public record: On April 29, I made a request to City Manager David Tillotson, as Senior Council Member, (I have made very few requests to staff in the last 16 years) that I would like to have the chair previously sat in by Vice-Mayor Kearns. I was making the request #1 - because I had sat in this seat previously for 10 years and #2 - Kearns' seat was closer to the door and it would make it more accessible on nights that my knees or back were bothering me. He told me that he was going to have a meeting with the Mayor the next day, and would express my request. As you can see, where I'm sitting, I guess the Mayor is flexing her Mayoral muscle. You would think, if there was one member of this body, she would be the one most conscientious to special needs. This chair is fine, it's like coming home, and I have made many valid points from this seat - I'm sure there will be several more to be made from it. Secondly, I want to clarify my absence in the last two meetings. After 16 years and only 5

absences, I decided I needed a two meeting sabbatical and to clear my mind. I do not want my absence to be construed as me being mad about not being Mayor. I have said the last six years, I serve at the pleasure of the Council. I will publicly say, I was disappointed in the manner in which it was done. I would have thought the three Council members, whom I considered friends, and that I encouraged to get involved in the Council and played a part in getting them elected, would have shown more character in the way they did it. I would have thought one of them would have clued me in on the change, so that I could have been a part of celebrating the Mayor's appointment. Had there been an expressed desire for change, I would have been honored to have nominated, my then friend, to the position. But instead, it came across as a three member power play, a political coup if you will. I don't know if it was done in that manner to embarrass me, but I do believe it came across as lack of character from the three members. It was such a fine maneuver, I hope that there was a fourth party who parlayed that event - if not, I think the City Attorney needs to look into an open meeting violation where three members discussed an agenda item outside the Council Chamber, a clear violation of state Open Meeting Laws. Lastly, I want to publicly state that the three times I was elected Mayor, I never campaigned for that position. My response when asked, was "I would serve if that was the pleasure of the Council". There was always a Council member or a private citizen parlaying that appointment on my behalf. I think staff members have heard me say "I don't campaign for the position, if it is to be, then it will be". I was told one time by a very wise man, who had many years experience as City Manager, Mike Tinker, "if you have someone who wants to be Mayor or is campaigning to be Mayor, you probably don't want that person". So in retrospect, I should thank these three members, for unleashing that 150 pound, 10 foot chain that has been around my neck for 6 years; for giving me back about 20 hours a week of my personal time; for ending the inconvenience to my employer - for all the long lunches they allowed me to take; and for giving me back several days a year of vacation, which I can now devote to my family. I have sacrificed many weeks of my personal vacation time the last 6 years (16 years) for the benefit of the City. My hope is that level of dedication continues.

Councilor Lund introduced Scout Parker Owens, who was attending the Council meeting.

I) Public Comments

There were no public comments.

J) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from May 17, 2021 meeting.
(Wendy Knight, City Clerk)

Moved by Chris Brobst, seconded by Brandon Kearns

To approve the minutes as presented.

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

CARRIED.

[City Council Regular Meeting - 17 May 2021 - Minutes - Html](#)

- 2) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2021-2022 Annual Budget.

- a. Open Public Hearing – Joyce Calvert, Mayor
- b. Presentation of Proposed Budget - David Tillotson, City Manager
- c. Facilitate Public Comments - David Tillotson, City Manager
- d. Close Public Hearing – Joyce Calvert, Mayor

a. Mayor Calvert opened the Public Hearing at **6:28 p.m.**

b. Mr. Tillotson presented the Proposed Budget for all funds.

c. There were no public comments

d. Mayor Calvert closed the Public Hearing at **6:43 p.m.**

[RESOLUTION 2021006.FY2021-2022 Budget](#)

- 3) Discussion and possible action to approve, deny, or amend Resolution No. 2021006, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the Fiscal Year 2021-2022 Annual Budget.
(David Tillotson, City Manager)

Mr. Tillotson recommended Council approval of Resolution No.

2021006, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the Fiscal Year 2021-2022 Annual Budget. **Councilor Fox** asked if there was a replacement for the City Manager's car in the budget. **Mayor Calvert** asked Mr. Tillotson how many miles are on the vehicle (171,000 miles, 2010 model). **Councilor Fox** said he would like to see a budget amendment for a new vehicle.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Resolution No. 2021006 with amended Exhibit A, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the Fiscal Year 2021-2022 Annual Budget.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[RESOLUTION 2021006.FY2021-2022 Budget](#)

- 4) Discussion and possible action to approve, deny, or amend Joint Resolution No. 2021007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority 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 The Glenpool Utility Services Authority Utility System Revenue Bonds, \$40,720,000.00 Taxable Refunding Series 2019, Dated As Of September 1, 2019.
(Susan White, Assistant City Manager, Interim Treasurer)

Ms. White presented and recommended Council approval of Joint Resolution No. 2021007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority 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 The Glenpool Utility Services Authority Utility System Revenue Bonds, \$40,720,000.00 Taxable Refunding Series 2019, Dated As Of

September 1, 2019.

GUSA issued these bonds for the purpose of paying entirely the outstanding principal amount due on the Prior Bonds at that time. For this reason, renewal of the annual Security Agreement with respect to the Prior Bonds will no longer be necessary. The City and GUSA will now be required to reaffirm annually the obligation of an essentially identical Security Agreement that collateralizes sales tax collected by the City for payment of GUSA debt service on the 2019 Refunding Bonds.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve Joint Resolution No. 2021007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority 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 The Glenpool Utility Services Authority Utility System Revenue Bonds, \$40,720,000.00 Taxable Refunding Series 2019, Dated As Of September 1, 2019.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff memo re 2019 security agreement renewal 2010-2011 bonds](#)
[2021 RESOLUTION for Renewal of 2019 Security Agreement](#)
[Security Agreement 090119](#)

- 5) Discussion of 126th bridge noise complaint. No action will be taken.
(David Tillotson, City Manager)

A discussion of 126th bridge noise complaint was held. Suggestions included rumble strips and speed limits. **Brent Rouse**, Glenpool resident, also spoke about the noise issues. No action was taken.

[Staff Report - 126th Bridge](#)

- 6) Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 209648-1-ME, Claimant William Garringer.

(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approve the OMAG recommendation to deny Tort Claim No. 209648-1-ME, Claimant William Garringer. OMAG completed their investigation, and found no liability on the City of Glenpool's part regarding this incident.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve the OMAG recommendation to deny Tort Claim No. 209648-1-ME, Claimant William Garringer.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 7) Presentation of the Annual Activity Report by the Glenpool Chamber Director.
(David Tillotson, City Manager)

Chamber Director Sydney Bland gave a recap of activities for the July 2020 - June 2021 Fiscal Year. No action was taken.

- 8) Discussion and possible action to approve, deny, or amend the FY2021-2022 Chamber Agreement.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the FY2021-2022 Chamber Agreement. There are no monetary modifications from the previous contract, which calls for \$32,000 to be paid annually to the Chamber, plus \$5,000 for BlackGold Days.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the FY2021-2022 Chamber Agreement.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			

Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Chamber Agreement](#)

- 9) Discussion and possible action to approve, deny, or amend the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole. Lance and Michelle Cole d/b/a Koneheadz have leased and operated the Black Gold Park Concession Stand in accordance with a series of lease agreements since June 2018.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff memo re Coles 060721](#)

[2021 Concession Building Lease Black Gold Park](#)

- 10) Discussion, and possible action to approve or deny an Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2021.
(Susan White, Assistant City Manager, Interim Treasurer)

Ms. White presented and recommended Council approval an

Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2021. Accounting standards require financial statements preparation and auditing services to be segregated and conducted by a qualified financial accountant. Presently, the City does not have anyone with the expertise to prepare financial statements.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve or deny an Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2021.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Eng Letter.Crawford.fin stmts.06.07.21](#)

- 11) Discussion, and possible action to approve or deny an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2021-2022, until such time their services are no longer needed.
(Susan White, Assistant City Manager, Interim Treasurer)

Ms. White presented and recommended Council approval of an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2021-2022, until such time their services are no longer needed. Crawford & Associates, P.C. was engaged to provide necessary accounting services until the time we have filled the position of Finance Director, however the position will remain vacant for the remainder of this fiscal year and into beginning of next fiscal year.

Moved by Chris Brobst, seconded by Brandon Kearns

To approve an Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting for Fiscal Year 2021-2022, until such time their services are no longer needed.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Eng Letter.Crawford.06.07.21](#)

- 12) Discussion, consideration and possible action to approve or deny an Engagement Letter from Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2021 Annual Audit.
(Susan White, Assistant City Manager, Interim Treasurer)

Ms. White presented and recommended Council approval of an Engagement Letter from Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2021 Annual Audit. State statute requires the annual audit to be filed with Oklahoma State Auditor and Inspector by December 31.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve an Engagement Letter from Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2021 Annual Audit.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Audit Eng Letter.06.07.21](#)

- 13) Discussion and possible action to approve, deny or amend the City's annual Memorandum of Understanding with the Indian Nations Council of Governments to provide the City with 9-1-1 regional administration and mapping services.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of the City's annual Memorandum of Understanding with the Indian Nations Council of Governments to provide the City with 9-1-1 regional administration and mapping services. The service includes acquiring all newly platted subdivisions, new streets, street closures and jurisdictional changes for fire, police and ambulance districts and updating the street layer on a regular basis.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the City's annual Memorandum of Understanding with the Indian Nations Council of Governments to provide the City with 9-1-1 regional administration and mapping services.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Memo re 2021 MOU re MSAG](#)
[MOU Glenpool INCOG 060721](#)

- 14) Discussion and possible action to approve or deny the Contract Bid received from Dunham's Asphalt Services Inc. for the 2021 Paving Repair Program Phase I Projects, in a total amount not to exceed \$273,000 to be funded from the approved FY 20/21 Budget Item No. 01-6-14-6274: Street improvements, and to authorize the City Manager to execute the same.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of the Contract Bid received from Dunham's Asphalt Services Inc. for the 2021 Paving Repair Program Phase I Projects, in a total amount not to exceed \$273,000 to be funded from the approved FY 20/21 Budget Item No. 01- 6-14-6274: Street improvements. It should be noted that the total 2021 Program Bid Package and related pricing submitted by Dunham's Asphalt Services, Inc. has been divided into two proposed Project Phases and ultimately into two individual Construction Contract Agreements. This was done in order for Phase I of the overall 2021 Program Project total price to stay within the current FY 2020/2021

Budget account balance (01-6-14-6274). The balance of the overall 2021 Project Bid (\$246,000.00) will be considered for acceptance at the July 5th City Council meeting and, if approved, would be funded from the newly adopted FY 2021/2022 General Budget. Note that the proposed package of Phase I Projects includes Project No. 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, and 19 - totaling \$273,000.00.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the Contract Bid received from Dunham's Asphalt Services Inc. for the 2021 Paving Repair Program Phase I Projects, in a total amount not to exceed \$273,000 to be funded from the approved FY 20/21 Budget Item No. 01- 6-14-6274: Street improvements, and to authorize the City Manager to execute the same.

	For	Against	Abstained	Absent
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

[City Council Meeting 06 07 21 2021 Paving Repair Program Bid Acceptance](#)

- 15) Discussion and possible action to approve or deny FY21-22 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of FY21-22 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve FY21-22 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			

Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Insurance Renewals](#)

- 16) Discussion and possible action to approve or deny the quote from ImageNet Consulting in the amount of \$9,938.24 for a new copier.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of a quote from ImageNet Consulting in the amount of \$9,938.24 for a new copier. The copier on the 3rd floor has reached the end of its lifespan, and is not repairable. Staff solicited quotes from ImageNet on a replacement machine that will cut annual maintenance costs almost in half.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the quote from ImageNet Consulting in the amount of \$9,938.24 for a new copier.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Copier Purchase](#)

- 17) Discussion and possible action to approve or deny continuing the City's participation in the Tulsa County HOME Consortium as part of the HUD HOME Investment Partnership Program.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of continuing the City's participation in the Tulsa County HOME Consortium as part of the HUD HOME Investment Partnership Program. Tulsa County is preparing to seek re-qualification with HUD to continue

their participation in the HOME Investment Partnership Program as a HOME Consortium for FY2022-2024. Glenpool joined this consortium on May 7, 2012 and has continued in the program since that time.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve continuing the City's participation in the Tulsa County HOME Consortium as part of the HUD HOME Investment Partnership Program.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - HOME Consortium](#)

- 18) Discussion and possible action to approve, deny, or amend the agreement with Retail Attractions for Fiscal Year 2021-2022.
(David Tillotson, City Manager)

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To table this item.

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

CARRIED.

[Staff Report - Retail Attractions Agreement](#)

- 19) **Mayor Calvert called for a recess at 7:55 p.m.**
Mayor Calvert called for a return from recess at 8:25 p.m.

Discussion and possible action to enter into Executive Session for the purposes of **A)** discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Supreme Court of the State of Oklahoma because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: an appeal from the District Court decision finding for the Plaintiffs in CCL Ranch Properties, LLC, et al v. City of Glenpool, et al, CV-2018-1202, Supreme Court Case No. pending; pursuant to § 307 (B)(4) of the Open Meeting Act; **B)** conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act); **C)** discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2021-2022 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act); and **D)** 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 FY 21-22 and FY 22-23, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
(David Tillotson, City Manager) (Susan White, Assistant City Manager)
(Lowell Peterson, City Attorney)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To enter into Executive Session at 8:28 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 20) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Chris Brobst, seconded by Brandon Kearns

To reconvene in Regular Session at 9:36 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 21) Discussion and possible action to authorize City Attorney Lowell Peterson, on behalf of the City of Glenpool, to enter with Appellants Cardinal Industries, LLC, and Summit Properties, Inc., in their appeal from the decision of the District Court in CCL Ranch Properties, LLC, *et al* v. City of Glenpool, *et al*, CV-2018-1202, and to take all necessary actions in accordance therewith to advance the interests of the City of Glenpool.
(Lowell Peterson, City Attorney)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To authorize City Attorney Lowell Peterson, on behalf of the City of Glenpool, to enter with Appellants Cardinal Industries, LLC, and Summit Properties, Inc., in their appeal from the decision of the District Court in CCL Ranch Properties, LLC, et al v. City of Glenpool, et al, CV-2018-1202, and to take all necessary actions in accordance therewith to advance the interests of the City of Glenpool.

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

CARRIED.

- 23) Discussion and possible action to approve, deny, or amend a Collective

Bargaining Agreement with the Fraternal Order of Police Lodge 133 for
FY 21-22 and FY 22-23.
(Susan White, Assistant City Manager)

Ms. White informed Council that this item is not quite ready yet.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To table this item.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

K) Adjournment

Mayor Calvert declared the meeting adjourned at 9:39 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 3, 2021

Re: Retail Attractions Contract

Background:

The City currently has a contract with Rickey Hayes, the owner of Retail Attractions LLC to assist the City with economic development activities. Retail Attractions now has access to cell phone data that will help us understand our market boundaries better and which will assist us in proving the market area to businesses that we are recruiting. The added cost for this data service is \$500 per month. Additionally, Mr. Hayes has also proposed a \$200 per month increase to his base contract. This contract has not had an increase in two years, and I believe this \$200 per month increase to the base cost is reasonable. These two items would increase the monthly cost from \$2,500 per month to \$3,200 per month. With the continued growth of our commercial and retail base I believe it is important that the City renew this contract. Mr. Hayes and Retail Attractions has played a vital role in our retail success and we are currently working on another new project that will have a significant impact to our future if it comes to fruition.

Staff Recommendation:

Staff recommends approval of the Agreement for Economic Development Consulting Services with Retail Attractions LLC.

Attachments:

- Agreement for Economic Development Consulting Services

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

**CONTRACT AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

PART I. PARTIES

THIS AGREEMENT is made on the 7th day of June, 2021, between the CITY OF GLENPOOL, OKLAHOMA, hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed-use development to CITY, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

CITY intends to contract CONSULTANT for professional economic development consulting services for a TWELVE (12) MONTH period commencing JULY 1, 2021 and concluding JUNE 30, 2022. This Agreement is for a TWELVE (12) month period renewable for an additional twelve (12) month period(s) with mutually negotiated fees, terms, and conditions with written notification of continuation of services between both parties. CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1. CITY and Consultant acknowledge the state law limitation imposed upon the CITY which prohibits the CITY from entering into contracts which commit to the expenditure of funds beyond the term of the CITY's current fiscal year. The initial term of this agreement shall be that term commencing on July 1, 2021 and terminating June 30, 2022. CITY or Consultant may terminate this agreement as described in Part VII, Paragraph 1.

PART III. SCOPE OF SERVICES

CONSULTANT shall provide the following services:

1. Consultant will research, purchase, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the CITY and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include CITY limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The

decision to provide the custom trade area or twenty-mile radius will be determined after initial findings are evaluated. These detailed market reports will provide insight into the development potential for retail, office, medical and health services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to CITY personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. CITY will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the CITY's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with CITY staff to develop incentive packages that are advantageous to the CITY and the prospective businesses with priority given to needs of the local municipality. CITY administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with CITY staff members, CITY officials and other agents of the CITY as designated by the CITY to identify recruitment targets that will meet the long-term needs of the CITY and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into CITY trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with the Oklahoma Department of Commerce.
5. CONSULTANT will actively recruit targets identified and approved by CITY and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.

6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and coordinate/attend meetings with CITY and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.
7. CONSULTANT will represent the CITY at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur.
8. CONSULTANT will provide monthly updates to CITY's designated contact. As deemed necessary and requested by the City Manager of the CITY, Consultant will be present for public and private meetings in the CITY to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with CITY staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet CITY's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the CITY for the purchase of any such materials shall be in advance of the order or purchase of said materials to bind the CITY to the payment of the purchase. CITY's authorization for purchase shall be in written form, signed by the City Manager, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: CITY Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the CITY with a complete copy of the CITY's current Comprehensive Plan. Consultant shall endeavor in its economic development efforts to market the CITY in harmony with the objectives of the CITY's Comprehensive Plan.

11. Consultant and CITY acknowledge that the marketing and recruitment efforts of the Consultant and CITY with potential businesses interests often involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and CITY acknowledge the necessity of streamlined and well-defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the CITY to the Consultant and from the Consultant to the CITY shall be limited. Communications with the Consultant by the CITY shall be limited to communications directed through the Mayor or the Manager, or the CITY Attorney. Communications from the Consultant to the CITY shall be directed to the Mayor, CITY Manager, or CITY Attorney. When appropriate and reasonably necessary the Mayor, CITY Manager, or the CITY Attorney may authorize communications between the Consultant and other designated CITY officials or staff.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

PART IV. CONSULTANT'S FEES

1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

Commencing on July 1, 2021

Includes all data updates and full access to cell phone data and retail and restaurant comparisons through the year			
Retainer (paid monthly) on the first day of the month for length of contract	\$3,200.00 per month	38,400 total for 12 month initial term of contract (July 1 – June 30)	
CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals)			

CITY shall pay CONSULTANT, a monthly retainer in the amount of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) due on the First day of the month of contracted scope of work.

PART V. CITY'S RESPONSIBILITIES

CITY shall:

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

David Tillotson
City Manager
City of Glenpool
11205 South Yukon Ave
Glenpool, OK 74033

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes
CEO
Retail Attractions, LLC
12150 East 96th Street, Suite 107
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause. However, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of, CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each bind themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients or being compensated by other clients for work done while this agreement is in force in or out of the CITY.
10. This agreement shall require approval of the Mayor and CITY Council to be effective and obligatory upon the CITY. Termination of the agreement pursuant to the terms hereof by the CITY prior to the expiration of the term of the agreement shall be effective following CITY Council action taken to terminate same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF GLENPOOL:

**CONSULTANT:
RETAIL ATTRACTIONS, LLC**

By: _____
Joyce G. Calvert, Mayor

By: _____
Rickey Hayes, CEO

Date: _____

Date: _____

Attest:

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 17, 2021

Re: Crossroads Communication Agreement

Background:

The City currently has a professional services agreement with Crossroads Communications, LLC that staff wishes to renew for the 2021-2022 fiscal year. Crossroads continues to provide public relations, communications, marketing and economic development services for the City. These services cannot currently be provided internally by existing City staff and the cost to hire additional staff to handle these services would exceed the cost of the agreement with Crossroads Communications. There are no substantive changes to the contract from last year and cost has stayed the same.

Staff Recommendation:

Staff recommends approval of the Professional Services Agreement with Crossroads Communications, LLC.

Attachments:

- Professional Services Agreement with Crossroads Communications, LLC.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consultation Services
Crossroads Communications, LLC

This Contract ("Contract") for Economic Development Consultation Services is made and entered into as of the 1st day of July 2021 by and between the City of Glenpool ("City") and Crossroads Communications, LLC ("Consultant").

This Contract shall be in effect as of the 1st day of July 2021 and shall be in effect through the 30th day of June 2022. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discretely qualified source, to wit: successful business attraction projects in numerous Oklahoma communities; performing site studies and assessments for developers considering land acquisition and business development in Tulsa and across northeastern Oklahoma; providing support to internal staff and external consultants for economic development efforts; providing in-depth public relations and marketing strategy, communication, planning, and implementation; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: retain and increase investment in the City by commercial business entities; manage the City's public image through public relations; provide consultation regarding community outreach and communication; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City; facilitate new investment by commercial enterprises, thereby increasing the City's ability to increase its sales tax base and improve the quality of life for citizens who no longer have to travel to obtain goods and services; and enhance the City's ability to attract new residents and new businesses who seek locations where they can find and retain talented employees. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and agency, and as an economic development resource for City staff. Consultant

will also serve as a facilitator for new business development through assistance in making needed connections and creating and providing demographic information.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As called upon, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact for both traditional and digital/social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.
5. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
6. Serve as a communications resource for City staff.

C. Economic Development

1. Advise and assist the City regarding efforts to make the City an attractive new location for retailers using the International Council of Shopping Centers (“ICSC”) as a clearinghouse for remaining 2021 events and preparing for ICSC’s annual feature event, “RECon 2022” though consultant will not attend RECon except at the specific request of City. Such attendance, if requested, will constitute an additional expense outside the scope of work of this contract.
2. Apprise City Manager, through regular meetings, of the status of efforts, such as specific data gathering and retailers’ requesting or receiving data about the City;
3. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
4. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
5. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
6. Advise and assist the City with planning and execution of further specific marketing efforts geared toward events and/or other development or economic opportunities as they arise, including continued marketing assistance for the Glenpool Conference Center, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers' business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant upon the execution of this Contract and then monthly on the 15th of each month during the Term of the Agreement.	12	\$2,500.00	\$30,000.00
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager.	TBD	TBD	TBD
Notes: specific deliverables, such as printing, web site development, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City's specific public relations and economic development needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information.			

Description	Quantity	Unit Price	Cost
			\$30,000.00

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be binding on the parties.

3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

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

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any

project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.

4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033
918-209-4645
dtilllotson@cityofglenpool.com

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
Mandy@Crossroads-team.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

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

Accepted for the City of Glenpool

Joyce G. Calvert, Mayor

Date _____

ATTEST:

Susan White, City Clerk

Approved:

Lowell Peterson, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: June 21, 2021
Subject: Morris Park User Agreement with Indian Nations Youth Sports for Youth Football Activities, July 1 – December 31

Background:

The attached proposed User Agreement with the Indian Nations Youth Sports (“User”) provides the same terms and conditions as those agreed to in the past by the Council for the use of Morris Park by User from July 1 – December 31 of each annual term. The User Agreement does not provide for automatic renewal; therefore, a new agreement is proposed for the 2021 practice season.

User has represented it has no interest in operating the concession facility. For that reason all references to the concession facility have been stricken by agreement of the parties.

The “Premises” consist of all five baseball outfields located at Morris Park, City of Glenpool, together with entry and exit ways, restrooms, parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas.

The initial term of the Agreement extends from July 1 – December 31, 2021. There is no automatic renewal. However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2022 – December 31, 2022, so long as User gives notice of its intention to renew or amend the current Agreement by June 1, 2022. The City will not unreasonably refuse to renew or amend the Agreement.

The Agreement does not confer exclusive use of the Premises except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.

User is responsible to maintain the facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. City accepts responsibility for scheduled maintenance, mowing of areas in Morris Park that lie outside the Premises, the graveled park access road and parking lot; trash removal so long as User collects all trash, litter and debris from the playing field areas and parking lots, and places it in the dumpster provided to the Park for removal by the City prior to leaving the Premises following their use. The dumpster will be emptied in accordance with the City's contracted schedule. City does now and will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, so long as User turns off and locks all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

In addition to such terms and conditions, User has provided, or shall provide, the documentation listed as attachments to the Agreement before the Agreement is effective to allow use of the Premises.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute the User Agreement and staff to take such other actions as may be needed for its full implementation.

Attachments:

- Proposed User Agreement with Indian Nations Youth Sports

City of Glenpool
Morris Park User Agreement with Indian Nations Youth Sports
July 1, 2021 through December 31, 2021

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and **Indian Nations Youth Sports** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in City-owned Morris Park to be designated herein and for purposes set forth herein. This Agreement shall become effective on July 1, 2021 (the "**Effective Date**"), as signified below.

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in Section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth football activities (together, all proposed youth activity on the Premises is referred to as the "**Sport**").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided entirely by volunteers. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice activities and such other Sport- related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises and Ownership

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

All five baseball outfields located at Morris Park, City of Glenpool, together with entry and exit ways, restrooms, parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "**Premises**").
- B. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the Glenpool Baseball League. A designation will be created for each of the Con-X boxes by the City, designating each box for either of, and exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from July 1 through December 31, in calendar year 2021.

- B. There shall be no automatic renewal. However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2022, through December 31, 2022, or beyond, provided that User shall give notice of its intention to renew or amend the current Agreement by June 1, 2022. The City will not unreasonably refuse to renew or amend the Agreement.
- C. User understands and acknowledges that the Premises are, by necessity as a public entity, shared with the general public. Therefore, User agrees to abide by the following:
 - i. During all hours of park operation not specifically scheduled for User's exclusive use for Sport-related activities, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.
 - ii. In all cases, once User has notified the Community Development Department of its *bona fide* need to use the Premises on a given date and time, User shall have priority over the general public or any other user.
 - iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Community Development Department. During any period of time not within the Term of this Agreement (*i.e.*, from January 1 through June 30 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis (unless otherwise leased).
- D. To the fullest extent that they can be known in advance, activity schedules shall be submitted to the Community Development Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport activities must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Community Development Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.
- F. Scheduling of User Sport activities will be coordinated with the Community Development Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. Scope of License Granted

- A. As noted in Section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.

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

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement, provided that the City reserves the right to invoke such deposit upon actions of User determined in the good faith judgment of City staff to be injurious to property, fixtures or improvements owned by the City.
- B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User volunteers, coaches, players, board members, or by the general public during User activities. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures, or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to the User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any temporary fixtures, until the expiration or

termination of this Agreement. Upon such expiration or termination User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.

- C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User. User shall be responsible to provide on-going maintenance to such personal property, fixtures, and improvements to the Premises as to which it claims ownership, or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:
 - i. User shall inspect Premises immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - ii. User shall provide at its own expense any chalk, lime, paint, or other supplies required to ensure that playing fields are in suitable condition for use.
 - iii. Stocking and cleaning the restroom facilities, including all paper goods and cleaning supplies.
 - iv. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
 - v. User is allowed to dump trash accumulated during its use of the Premises into commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
 - vi. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
 - vii. Maintenance of all improvements owned by User.
 - viii. General cleanliness and upkeep of any facilities used on the Premises.
 - ix. All mowing and edging of the fenced-in Premises, whether directly or by assignment to a third party.
 - x. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such

fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.

- xi. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.
 - xii. User agrees to ensure that, when Sport activities are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community Development Department to continue beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.
 - xiii. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User activities.
- B. City. The City shall be responsible for:
- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
 - Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;
 - All fences, backstops and related structures to ensure public safety;
 - Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
 - ii. Scheduled maintenance to be performed by the City shall be as follows, at the discretion of the City to adopt modified schedules:

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

8. Utilities

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

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

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by July 1 and an end-of-season financial report on December 31 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

10. Signage and Advertising

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

11. Coach Certification

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

12. Insurance; Indemnification; and Release of claims

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

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

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

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

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

- B. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.
- E. Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations

under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

- F. Activities within the scope of this provision include without limitation:
 - i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from , all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season. The parent or legal guardian of any such User participant who signs up for participation must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.
- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User volunteers, coaches, players, board members, or by the general public during User activities. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.

- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on- site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

15. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of Premises by the User for a period of thirty (30) days without explanation satisfactory to the City.
- B. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

16. Miscellaneous

A. Choice of law and venue

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

B. Compliance with all federal, state, local laws

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

C. Non-discrimination provision

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

D. Notice provision

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

E. Entire agreement

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

F. Severability

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

G. Authority to sign

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

H. Amendment provisions

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

I. Assignment to third parties

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

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

- A. Schedule of all practices, games, and any other activities
- B. Board member roster and staff contact list
- C. Insurance declaration page identifying City as additional insured
- D. Form of Medical Treatment Authorization and Liability Waiver

IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the stated Effective Date.

City of Glenpool, Oklahoma

By _____
Joyce G. Calvert, Mayor

Date

Attested:

Wendy Knight, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

USER:

INDIAN NATIONS YOUTH SPORTS

Signed: _____

_____ Date

Print Name of Duly Authorized Representative:

Title:

VERIFICATION

State of Oklahoma)
) SS
County of Tulsa)

Before me, a notary public, on this _____ day of _____, 2021, personally appeared _____ known or verified to me to be the _____ [title] of Indian Nations Youth Sports, identified as "User" in the foregoing instrument and to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL

FROM: GERALD S. GILBERT, PLANNING DIRECTOR

DATE: JUNE 21, 2021

ITEM: REDBUD GLEN ADDITION FINAL PLAT

REQUEST: A FINAL PLAT APPLICATION FOR A 74-LOT RESIDENTIAL SUBDIVISION ON A 25.29-ACRE SITE

APPLICANT: GOLD TEAM REALTY GROUP, LLC.

LOCATION: GENERALLY LOCATED ON THE WEST SIDE OF S ELWOOD AVE, APPROXIMATELY 700 FEET NORTH OF THE INTERSECTION OF STATE HIGHWAY 67/E 151ST STREET S AND S ELWOOD AVE. SEE ATTACHED LEGAL EXHIBIT/DESCRIPTION.

ZONING: PUD 30A

COMP PLAN: GENERAL RESIDENTIAL

APPLICANT REP: CRAIG THURMOND

BACKGROUND:

Outlined below are past discretionary actions that have occurred on the subject site.

Date	Action	Description
January 4, 2016	City Council Approved PUD 30	Changed Zoning from RS-2 to PUD
August 15, 2016	City Council Approved a Minor Amendment to PUD 30, Site Plan and Final Plat for Area A & B (Glenpool Center South)	Approvals for Arrowhead Self Storage
April 15, 2019	City Council Approved Major Amendment No. 1 to PUD 30 and a preliminary plat	Amended PUD 30 to establish PUD 30A which modified lot widths, lot areas, bulk standards, and minimum dwelling unit sizes. Also approved a 64-lot Preliminary Plat named Redbud Glen.

Date	Action	Description
April 15, 2019	City Council Approved Major Amendment No. 2 to PUD 30	Amended PUD 30 to establish PUD 30B which modified the land area between Area A and Area B
August 17, 2020	City Council Approved Major Amendment No. 3 to PUD 30A and a preliminary plat	Amended PUD 30A to increase the boundaries by approximately 10 acres. Also approved a 74-lot preliminary plat named Redbud Glen Addition to replace the previously approved 64-lot preliminary plat Redbud Glen.

PROJECT DESCRIPTION

The applicant is requesting a Final Plat of the 74-lot Preliminary Plat (Redbud Glen Addition) approved by the Planning Commission on August 10, 2021 and City Council on August 17, 2020. The Final Plat will subdivide the 25.29-acre site into 74 residential lots and eight (8) reserve lots. The reserve lots are comprised of streets, open space areas and drainage facilities.

ANALYSIS

The proposed Final Plat is substantially the same as the Preliminary Plat approved by the Commission on August 10, 2020. The applicant has prepared and submitted the required infrastructure improvement documents for the Final Plat application.

As illustrated in the attached Exhibits, the proposed subdivision meets the minimum lot size, lot width, and roadway and open space requirements contained within PUD 30A (Redbud Glen).

PLANNING COMMISSION ACTION: The Planning Commission meeting on the proposed Final Plat was held on Monday, June 14, 2021. After deliberating, the Planning Commission, on a unanimous 5-0 vote, recommended that the City Council approve the Final Plat as presented with no conditions added.

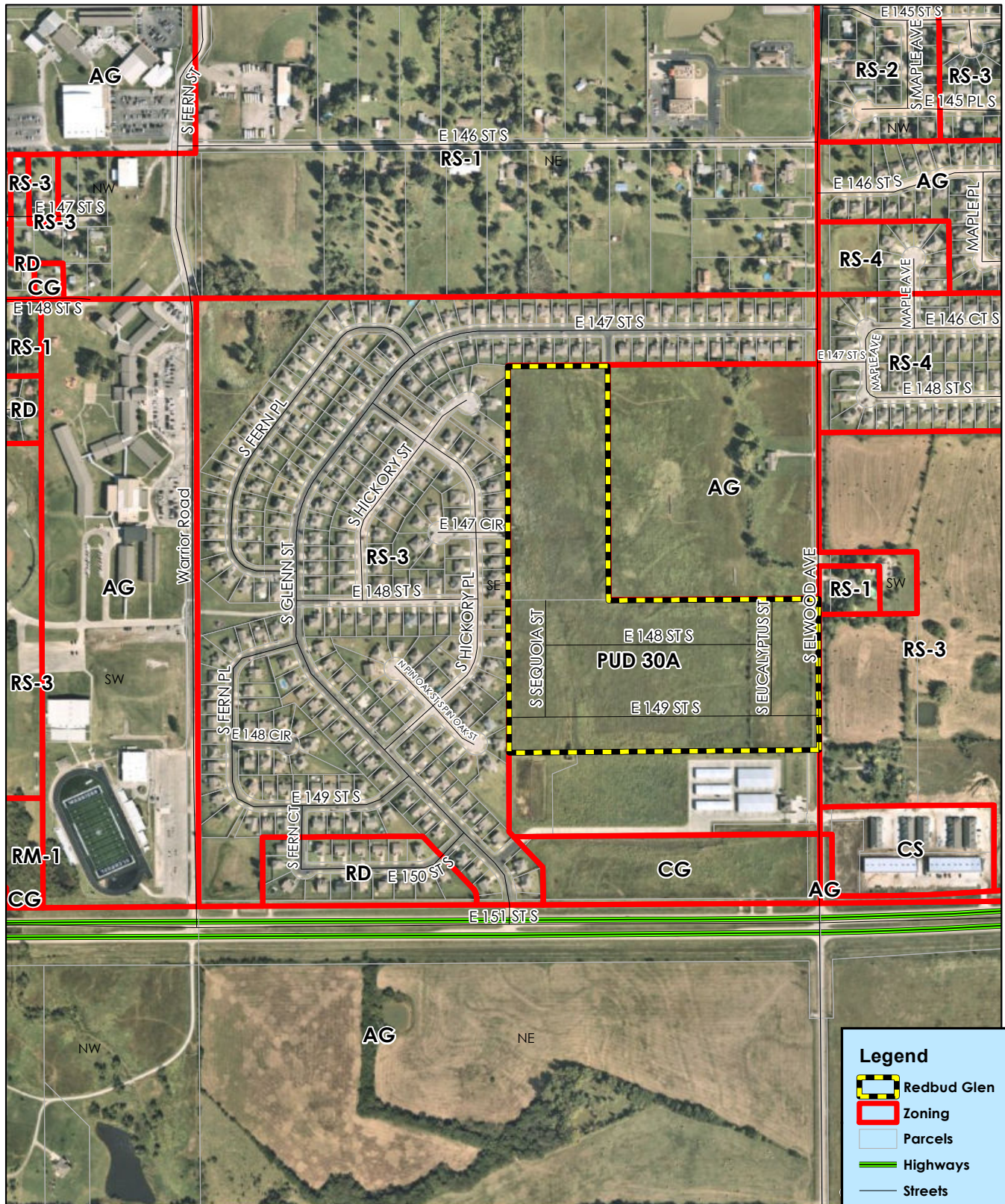
STAFF RECOMMENDATION:

The Final Plat approved by the Planning Commission on June 14, 2021 substantially conforms to the Preliminary Plat approved on August 17, 2020. Staff recommends the City Council affirm the Planning Commission action and recommendation by approving the Final Plat.

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Application
3. Final Plat Map
4. Preliminary Plat Map
5. Legal Description

Aerial Photo / Zoning Map



Application



FINAL PLAT ☒

The final subdivision plat shall be drawn at the same scale as the preliminary subdivision plat, and shall include all of the information required as a condition of approval of the preliminary subdivision plat, and shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma.

The final subdivision plat shall be developed and drawn in accordance with the requirements of Oklahoma state statutes and the City's Subdivision Regulations (Title 12) and shall illustrate, contain, or be accompanied by the information required in Section 12-5A-6 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	AKS		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2			PROCESSING FEE
3			(3) COPIES OF THE FINAL INFRASTRUCTURE CONSTRUCTION DOCUMENTS COVERING ALL REQUIRED PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE SUBDIVISION SITE AS APPROVED BY THE APPROPRIATE CITY COMMUNITY DEVELOPMENT DEPARTMENTS.
4			(5) PAPER COPIES OF FINAL SUBDIVISION PLAT IN COMPLIANCE WITH THE PRELIMINARY SUBDIVISION PLAT AND ALL CONDITIONS OF APPROVAL AS WAS APPROVED BY THE PLANNING COMMISSION.

APPLICATION PROCESSING FEE

	PRELIMINARY PLAT FEE	FINAL PLAT FEE
PLAT APPLICATION FEE:	\$200.00	\$250.00
\$1.00 PER PROPERTY OWNER ON TITLE ABSTRACT REPORT:	(38) X \$1.00 = \$ 38	NO FEE/NOTICE FOR FINAL PLAT
TOTAL:	\$ 238.00	\$250.00

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

Updated: 2020/15/05
Page 2 of 5



Complete information below and return with submittal materials as outlined in the checklist on page 1 of the Application for Approval of Subdivision Plat; call the City Planner with questions.

PROPOSED SUBDIVISION NAME: Redbud Glen

DEVELOPER'S NAME: Gold Team Realty Group, LLC

DEVELOPER'S ADDRESS: 2502 East 21st Street, Suite B, Tulsa, OK 74114

DEVELOPER'S PHONE: 918-582-0139 **DEVELOPER'S EMAIL:** astaabtulsa@gmail.com

ENGINEER'S NAME: Crafton Tull & Associates, Inc.

ENGINEER'S ADDRESS: 10825 Financial Center, Little Rock, AR 72211

ENGINEER'S PHONE: 501-664-3245 **ENGINEER'S EMAIL:** _____

ZONING: _____ **PUD: Y/N** _____ **PUD NO.:** _____

SANITARY SEWER: ☒ CITY ☐ LAGOON ☐ SEPTIC ☐ OTHER _____

WATER PURVEYOR: ☐ CITY ☒ OTHER Creek County RWD

STREET SURFACING: ☐ PORTLAND CEMENT ☒ CONCRETE ASPHALTIC CONCRETE

IF SUBMITTING FINAL PLAT, DATE OF PRELIMINARY PLAT PLANNING COMMISSION APPROVAL: _____

I, the undersigned applicant, certify information contained within this application is true and correct.

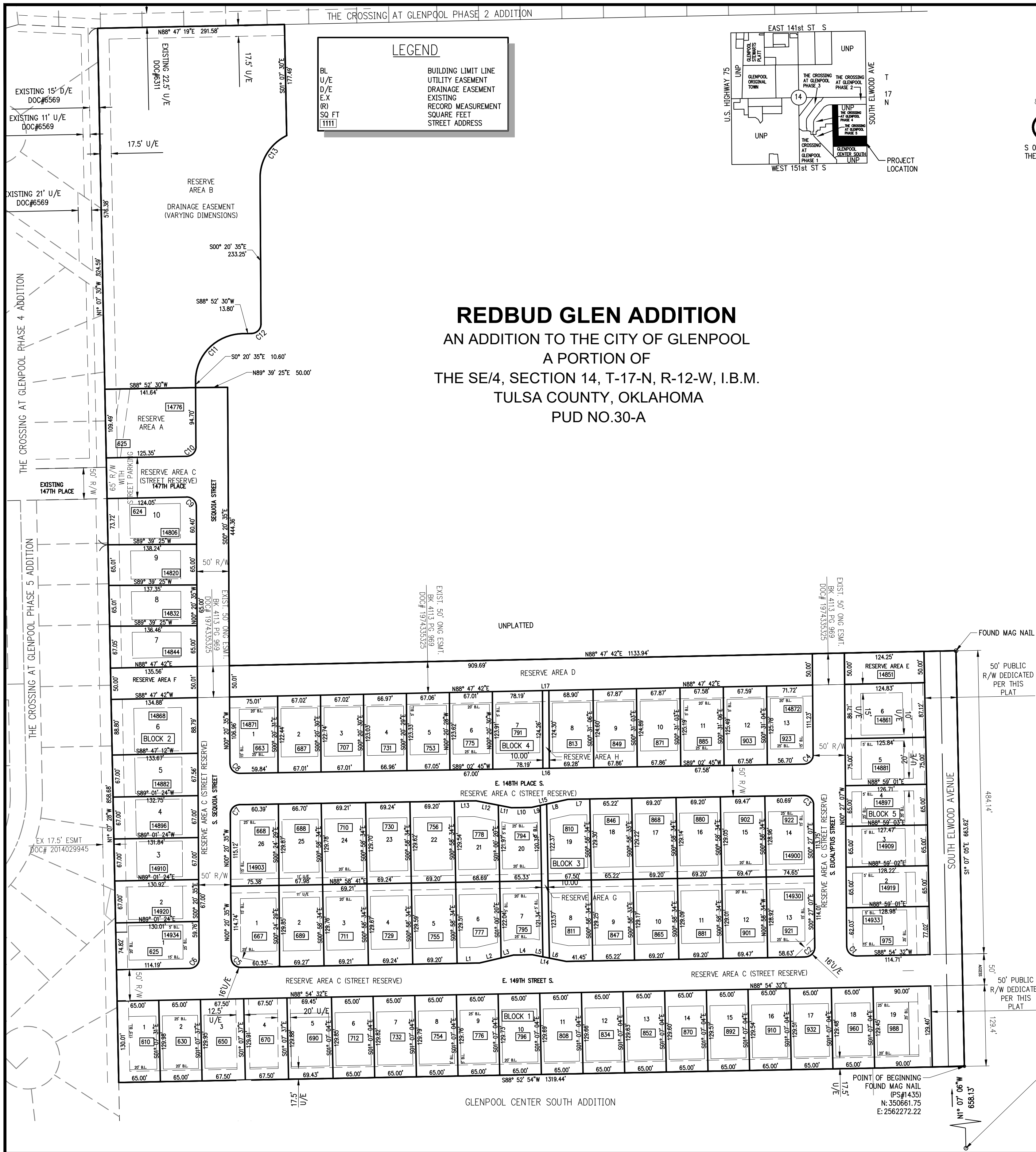
APPLICANT SIGNATURE:  **DATE:** 7/1/20

PROPERTY OWNER SIGNATURE:  **DATE:** 7/1/20

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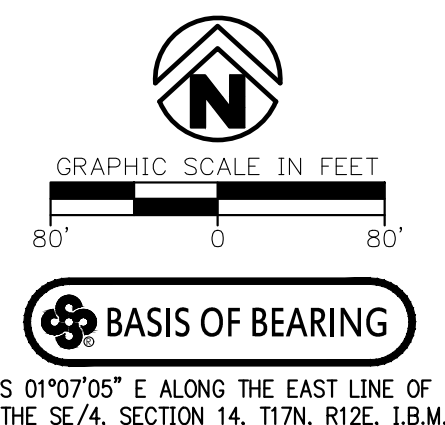
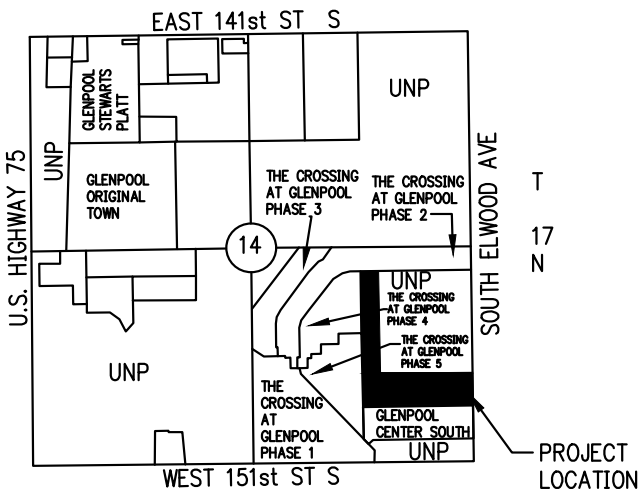
Updated: 2020/15/05
Page 3 of 5

Final Plat Map



LEGEND

BL BUILDING LIMIT LINE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
(R) RECORD MEASUREMENT
SQ FT SQUARE FEET
TTTTT STREET ADDRESS



LOT COUNT: 74 25.29AC

CURRENT OWNER:
REDBUD GLEN, LLC
ALAN STAB
2502 EAST 21ST STREET, SUITE B
TULSA OK, 74114

ENGINEER/SURVEYOR:
CRAFTON TULL
220 E. 8th ST.
TULSA, OK 74119
PH 918.584.0347

NOTE:
THE DATUM FOR THIS PROJECT CONTROL IS OKLAHOMA STATE
PLANE COORDINATE, NORTH ZONE: 3501, NAD 83 (1993), AS
DETERMINED BY GPS OBSERVATIONS ON ADS CONTROL MONUMENT
#533.
PUBLISHED VALUES:
NORTHING: 355359.873'
EASTING: 2562233.431'
ADS #533: 5/8" REBAR - 1 1/2" ALUMINUM
CAP-FLUSH-STAMPED
*533, SET N.E. OF 141st ST AND ELWOOD AVE.

NOTICE:
THE CITY OF GLENPOOL, OKLAHOMA, HAS APPROVED THE SUBDIVISION
PLATTING OF THE SUBJECT REAL PROPERTY DESCRIBED HEREIN. IN
SO DOING, THE CITY MAKES NO REPRESENTATION AS TO THE
GEOLOGICAL OR GEOMETRIC SUITABILITY, NOR ANY WARRANTY FOR
THE FITNESS OF PURPOSE PERTAINING TO THE RESULTING SUBDIVIDED
PROPERTIES. THE CITY IS NOT A PARTY TO THE PRIVATE RESTRICTIVE
COVENANTS CONTAINED HEREIN, UNLESS SAID COVENANTS ARE
INCLUDED PART OF AN APPROVED PLANNED UNIT DEVELOPMENT AS
MAY BE STATED AND DESCRIBED HEREIN.

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	
C1	23.73'	15.00'	90°38'21"	N45° 46' 17"W	21.33'	
C2	23.39'	15.00'	89°21'39"	S44° 13' 43"W	21.09'	
C3	23.69'	15.00'	90°30'08"	S45° 42' 11"E	21.31'	
C4	23.43'	15.00'	89°29'52"	S44° 17' 49"W	21.12'	
C5	23.76'	15.00'	90°44'52"	N45° 43' 02"W	21.35'	
C6	23.37'	15.00'	89°15'08"	N44° 16' 58"E	21.07'	
C7	23.40'	15.00'	89°23'21"	N44° 21' 05"E	21.10'	
C8	23.72'	15.00'	90°36'39"	N45° 38' 55"W	21.33'	
C9	23.77'	15.00'	90°46'55"	N45° 44' 03"W	21.36'	
C10	23.36'	15.00'	89°13'05"	S44° 15' 57"W	21.07'	
C11	116.79'	75.00'	89°13'05"	S44° 15' 57"W	105.34'	
C12	23.36'	15.00'	89°13'05"	S44° 15' 57"W	21.07'	
C13	83.54'	75.00'	63°49'01"	S31° 33' 55"W	79.28'	

PARCEL AREA TABLE	
PARCEL NAME	AREA SQ.FT.
RESERVE AREA A	15379.25
RESERVE AREA B	143537.82
RESERVE AREA C	190946.55
RESERVE AREA D	45486.81
RESERVE AREA E	6226.92
RESERVE AREA F	6761.17
RESERVE AREA G	2450.02
RESERVE AREA H	1242.76

LOT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	34.96'	S88° 54' 32"W
L2	34.61'	S78° 35' 00"W
L3	19.85'	S78° 35' 00"W
L4	29.50'	S88° 53' 35"W
L5	16.77'	N78° 35' 10"W
L6	26.62'	N78° 35' 10"W
L7	33.74'	N89° 02' 55"E
L8	34.53'	N77° 19' 47"E
L9	14.12'	N77° 19' 47"E
L10	30.86'	N89° 01' 36"E
L11	21.17'	S78° 48' 01"E
L12	35.57'	S78° 48' 01"E
L13	33.86'	N89° 02' 45"E
L14	10.34'	N78° 35' 10"W
L15	10.21'	N77° 19' 47"E
L16	10.00'	S89° 02' 46"W
L17	10.00'	S88° 47' 42"W

BLOCK 1 - LOT AREA TABLE		
LOT #	LOT ADDRESS	AREA SQ.FT.
1	610 E 149th ST	8449.69
2	630 E 149th ST	8447.80
3	650 E 149th ST	8776.34
4	670 E 149th ST	8768.18
5	690 E 149th ST	9075.78
6	712 E 149th ST	8439.21
7	732 E 149th ST	8437.20
8	754 E 149th ST	8435.18
9	776 E 149th ST	8433.17
10	796 E 149th ST	8431.15
11	808 E 149th ST	8429.14
12	834 E 149th ST	8427.12
13	852 E 149th ST	8425.11
14	870 E 149th ST	8423.09
15	892 E 149th ST	8421.08
16	910 E 149th ST	8419.06
17	932 E 149th ST	8417.05
18	960 E 149th ST	8415.03
19	988 E 149th ST	11648.34

BLOCK 2 - LOT AREA TABLE		
LOT #	LOT ADDRESS	AREA SQ.FT.
1	625 E 149th PLACE OR 14934 S SEQUOIA ST	9625.42
2	14920 S SEQUOIA ST	8741.28
3	14910 S SEQUOIA ST	8802.49
4	14896 S SEQUOIA ST	8863.70
5	14882 S SEQUOIA ST	8861.85
6	14868 S SEQUOIA ST	11922.00
7	14844 S SEQUOIA ST	8979.54
8	14830 S SEQUOIA ST	8986.97
9	14820 S SEQUOIA ST	8986.62
10	14806 S SEQUOIA ST 624 STREET NAME TBD	10008.89

BLOCK 3 - LOT AREA TABLE		
LOT #	LOT ADDRESS	AREA SQ.FT.
1	667 E 149th PLACE OR 14929 S SEQUOIA ST	9750.99
2	689 E 149th ST	8907.61
3	711 E 149th ST	8977.55
4	729 E 149th ST	8975.66
5	755 E 149th ST	8964.75
6	777 E 149th ST	8772.76
7	795 E 149th ST	7758.76
8	811 E 149th ST	8648.98
9	847 E 149th ST	8427.17
10	865 E 149th ST	8535.84
11	881 E 149th ST	8530.06
12	901 E 149th ST	8559.10
13	921 E 149th ST OR 14903 S EUCALYPTUS ST	9497.18
14	922 E 149th PLACE OR 14900 S EUCALYPTUS ST	9649.97
15	922 E 149th PLACE	8862.14
16	889 E 149th PLACE	8533.22
17	868 E 149th PLACE	8539.11
18	846 E 149th PLACE	8430.38
19	810 E 149th PLACE	8615.49
20	794 E 149th PLACE	7743.75
21	778 E 149th PLACE	6760.92
22	766 E 149th PLACE	8666.75
23	730 E 149th PLACE	8977.62
24	710 E 149th PLACE	8978.41
25	688 E 149th PLACE	8742.19
26	668 E 149th PLACE OR 14903 S SEQUOIA ST	9736.13

BLOCK 4 - LOT AREA TABLE		
LOT #	LOT ADDRESS	AREA SQ.FT.
1	663 E 149th PLACE OR 14915 S SEQUOIA ST	9121.47
2	687 E 149th PLACE	8214.94
3	707 E 149th PLACE	8234.55
4	731 E 149th PLACE	8247.99
5	753 E 149th PLACE	8278.81
6	775 E 149th PLACE	8292.25
7	791 E 149th PLACE	9700.99
8	813 E 149th PLACE	8597.63
9	849 E 149th PLACE	8465.18
10	871 E 149th PLACE	8485.57
11	885 E 149th PLACE	8470.28
12	903 E 149th PLACE	8490.59
13	923 E 149th PLACE OR 14872 S EUCALYPTUS ST	8974.77

BLOCK 5 - LOT AREA TABLE		
LOT #	LOT ADDRESS	AREA SQ.FT.
1	675 E 149th ST OR 14933 S EUCALYPTUS ST	9930.42
2	14919 S EUCALYPTUS ST	8309.02
3	14909 S EUCALYPTUS ST	8309.91
4	14897 S EUCALYPTUS ST	8260.62
5	14881 S EUCALYPTUS ST	9470.06
6	14861 S EUCALYPTUS ST	10982.89

RECORD DESCRIPTION (DOCUMENT #2020047962)

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION FOURTEEN (14), 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 FOURTEEN (14); THENCE NORTH 1°07'06" WEST AND ALONG THE EAST LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 1321.74 FEET TO THE SOUTHEAST CORNER OF SAID NE/4 SE/4; THENCE SOUTH 88°47'41" WEST ALONG THE SOUTH LINE OF SAID NE/4 SE/4 A DISTANCE OF 893.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°47'41" WEST ALONG THE SOUTH LINE OF SAID NE/4 SE/4 A DISTANCE OF 426.37 FEET TO A POINT ON THE EAST LINE OF THE CROSSING AT GLENPOOL PHASE 1, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6617; THENCE NORTH 1°07'30" WEST AND ALONG THE EAST LINE OF SAID THE CROSSING AT GLENPOOL PHASE 5, AND THE EAST LINE OF THE CROSSING AT GLENPOOL PHASE 4, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED AMENDED PLAT THEREOF, PLAT NO. 6569, FOR A DISTANCE OF 1021.65 FEET TO A POINT ON THE SOUTH LINE OF THE CROSSING AT GLENPOOL PHASE 2, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6617; THENCE NORTH 88°47'19" EAST AND ALONG THE SOUTH LINE OF SAID THE CROSSING AT GLENPOOL PHASE 2, FOR A DISTANCE OF 426.37 FEET; THENCE SOUTH 1°07'30" EAST FOR A DISTANCE OF 1021.70 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FOURTEEN (14); THENCE NORTH 1°07'06" WEST AND ALONG THE EAST LINE OF SAID SECTION FOURTEEN (14) FOR A DISTANCE OF 658.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'54" WEST AND ALONG THE NORTH LINE OF GLENPOOL CENTER SOUTH, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6690, FOR A DISTANCE OF 1319.44 FEET TO A POINT ON THE EAST LINE OF THE CROSSING AT GLENPOOL PHASE 1, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6067; THENCE NORTH 1°07'29" WEST AND ALONG THE EAST LINE OF SAID THE CROSSING AT GLENPOOL PHASE 1 FOR A DISTANCE OF 661.61 FEET; THENCE NORTH 88°47'41" EAST A DISTANCE OF 1319.51 FEET TO A POINT ON THE EAST LINE OF SAID SECTION FOURTEEN (14); THENCE SOUTH 1°07'06" EAST AND ALONG THE EAST LINE OF SAID SECTION FOURTEEN (14) A DISTANCE OF 663.61 FEET TO THE POINT OF BEGINNING.

METES AND BOUNDS DESCRIPTION AS SURVEYED

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14) TOWNSHIP SEVENTEEN (17) NORTH (17N), RANGE TWELVE (12) EAST (R12E), OF THE INDIAN MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND OUT "X" FOR THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE N1°07'06"W, ALONG THE EAST LINE OF SAID SECTION 14 FOR 658.13 FEET TO A FOUND MAG NAIL (PS#1435) FOR THE POINT OF BEGINNING;

THENCE S88°52'54"W, ALONG THE NORTH LINE OF "GLENPOOL CENTER SOUTH ADDITION", A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6690, 1319.44 FEET TO THE EAST LINE OF "THE CROSSING AT GLENPOOL PHASE 5, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6067; THENCE N1°07'28"W, ALONG THE EAST LINE OF SAID "THE CROSSING AT GLENPOOL PHASE 5" 868.68 FEET; THENCE N07°07'30"W, 824.59 FEET; THENCE N88°47'19"E, 291.58 FEET; THENCE S01°07'30"E, 177.49 FEET TO A POINT ON CURVE TO THE LEFT; THENCE 83.54 FEET ALONG SAID CURVE, HAVING A RADIUS OF 75.00 FEET, HAVING A BEARS S31°33'55"W A DISTANCE OF 79.28 FEET; THENCE S00°20'35"E, 233.25 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE 23.36 FEET ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, WHICH BEARS S44°15'57"W, 21.07 FEET; THENCE S88°52'30"W, 13.80 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE 116.79 FEET, HAVING A RADIUS OF 75.00 FEET, WHICH BEARS S44°15'57"W, 105.34 FEET; THENCE S02°20'35"E, 10.60 FEET; THENCE N89°39'25"E, 50.00 FEET; THENCE S00°20'35"E, 444.36 FEET; THENCE N88°47'42"E, 1133.94 FEET TO A FOUND MAG NAIL FOR THE NE CORNER OF THE SE/4 SE/4; THENCE S1°07'05"E, ALONG THE EAST LINE OF SAID SECTION 14 663.62 FEET TO THE POINT OF BEGINNING, CONTAINING 25.29 ACRES, MORE OR LESS.

FINAL PLAT
REDBUD GLEN ADDITION

201 W. 5th Street, Suite 302
Tulsa, Oklahoma 74103

Crafton Tull
architecture | engineering | surveying
918.584.0347 | 918.584.3783 | www.craftontull.com

CERTIFICATE OF AUTHORIZATION
C.A. 007019016 EXPIRES 06/30/2020

SHEET NO.: 1 OF 3

DATE: 12/07/2020

PROJECT NO.: 18400500

REDBUD GLEN ADDITION
AN ADDITION TO THE CITY OF GLENPOOL
A PORTION OF
THE SE/4, SECTION 14, T-17-N, R-12-W, I.B.M.
TULSA COUNTY, OKLAHOMA
PUD NO.30-A

REDBUD GLEN ADDITION
DEED OF DEDICATION

PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHT-OF-WAY FOR ELWOOD AVENUE AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY AND DRAINAGE EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" AND "D/E" OR "DRAINAGE 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 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 HEREIN IMPOSES A RESTRICTIVE COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE HOME OWNERS ASSOCIATION AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT ARE LOCATED 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 OR RIGHT-OF-WAY DEDICATION SHALL BE PLACED, ERECTED, INSTALLED AND 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. INTERNAL SUBDIVISION STREETS WITHIN "RESERVE C" WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION ESTABLISHED BY THIS PLAT.

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT, AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. 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 THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND SANITARY SEWER OR STORM SEWER FACILITIES.
4. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE HOME OWNERS ASSOCIATION, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT, IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

CERTIFICATE OF OCCUPANCY RESTRICTIONS

ALL PUBLIC IMPROVEMENTS SERVING THIS ADDITION MUST BE PERFORMANCE BONDED PRIOR TO PLAT RECORDING AND THE ISSUANCE OF CITY OF GLENPOOL BUILDING PERMITS.

UNDERGROUND SERVICE

1. ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES 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 SHOWN ON THE ACCOMPANYING PLAT. 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 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.

GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY

FLOOD NOTE

THIS PROPERTY IS IN FLOOD ZONE "X",AND IN AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD PLAIN, AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 4013C0409K, EFFECTIVE DATE AUGUST 3, 2019.

SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG ALL DESIGNATED STREETS INCLUDING ELWOOD AVENUE AND SHALL BE IN ACCORDANCE WITH CITY OF GLENPOOL SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF GLENPOOL ENGINEERING DESIGN CRITERIA STANDARDS WITH ADA ACCESSIBLE RAMPS INSTALLED AT ALL STREET INTERSECTIONS.

DETENTION EASEMENT

1. STORMWATER DETENTION FOR REDBUD GLEN ADDITION IS PROVIDED ONSITE, IN RESERVE AREA B.
2. DETENTION SYSTEM, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION EASEMENT, SHALL BE MAINTAINED BY THE HOA TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTION AND SILTATION. THE OWNERS SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA, WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - a. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - b. THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.

HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED A HOMEOWNERS' ASSOCIATION FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE LOTS. IT IS CONTEMPLATED THAT ADDITIONAL UNPLATTED LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO, AND SHALL NOT BE SEPARATED FROM, THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREA OWNED OR MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR ALL MAINTENANCE WITHIN THE LANDSCAPE EASEMENTS.

E. MAINTENANCE OF DRAINAGE EASEMENTS/RESERVE AREAS

THE HOA SHALL BE RESPONSIBLE FOR ALL MAINTENANCE WITHIN THE DRAINAGE EASEMENTS/RESERVE AREAS.

F. MAINTENANCE OF PRIVATE STREETS

THE HOA SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF ALL STREETS WITHIN PRIVATE STREET RIGHT-OF-WAY. (RESERVE AREA "C")

PLANNED UNIT DEVELOPMENT (PUD-A)

THIS PLAT IS CONNECTED WITH PUD # 30-A.

THE PUD INCLUDES RESERVE AREA PRIVATE PARKS A AND B. THE AMENITIES FOR THESE PARKS ARE DESCRIBED AS A PORTION OF THE APPROVED PUD 30-A.

THE PUD INCLUDES A 6' MINIMUM SCREENING FENCE ALONG THE SOUTH, WEST AND EAST BOUNDARY OF THE REDBUD GLEN ADDITION. PLAYGROUND EQUIPMENT, AND IRON GATES AT E 149TH STREET AND ELWOOD AVENUE INTERSECTION AND AT THE S 147TH STREET ENTRY INTO THE ADDITION FROM THE CROSSINGS AT GLENPOOL PHASE 5 ADDITION.

PRIVATE DEVELOPMENT AND USE RESTRICTION

THE ARCHITECTURAL REVIEW COMMITTEE (ARC) SHALL BE FORMED TO REVIEW AND APPROVE PLANS FOR ALL CONSTRUCTION ON LOTS IN REDBUD GLEN. THE ARC SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THE RESTRICTIVE COVENANTS. THE GLENPOOL ZONING CODE SECTION 11-3-16B REQUIRES ALL RESTRICTIVE COVENANTS PROVIDE A SEPARATE DOCUMENT SUBMITTAL FOR THE PURPOSE OF REVIEW AS TO FORM, TO ENSURE THE PROPER OWNERSHIP, MAINTENANCE, CONTINUITY, AND CONSERVATION OF OPEN SPACES WITHIN THE PUD. ALAN R. STAAB SHALL BE ONE MEMBER OF THE ARC, WITH ONE ADDITIONAL MEMBER TO BE DESIGNATED BY THE DEVELOPER. ALL PROPOSED RESIDENTIAL BUILDINGS SHALL BE REVIEWED BY THE ARC PRIOR TO BUILDING PERMIT APPLICATION TO THE CITY OF GLENPOOL.

1. ALL LOTS SHALL BE FOR SINGLE-FAMILY RESIDENTIAL USE ONLY.
2. MINIMUM HOUSE SQUARE FOOTAGE SHALL BE 1700 SQ. FT. FOR SINGLE STORY RESIDENCES, AND 2500 SQ. FT. FOR TWO STORY RESIDENCES.
3. ALL HOMES SHALL BE 25% BRICK, BRICK VENEER, STONE, STONE VENEER, OR STUCCO, PROVIDED THAT THE REMAINING EXTERIOR MAY BE CONSTRUCTED OF WOOD, MASONITE, OR HARDEE BOARD.
4. NO MILL-FINISHED WINDOWS SHALL BE PERMITTED ON ANY HOME IN REDBUD GLEN.
5. EXPOSED STEM WALLS SHALL BE COVERED WITH BRICK, STONE, OR STUCCO.
5. ALL HOMES SHALL HAVE MINIMUM GARAGE SPACE FOR TWO AUTOMOBILES.
6. NO PRE-EXISTING OR OFF-SITE CONSTRUCTED BUILDINGS MAY BE MOVED ONTO ANY LOT. ALL OUT BUILDINGS OF ANY NATURE MUST BE APPROVED. IN WRITING BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AND SHALL BE CONSTRUCTED ON-SITE.
7. ANY FENCE SEPARATING A LOT FROM ANOTHER LOT SHALL BE OF WOOD, STONE, BRICK, OR WROUGHT IRON. THE ARC SHALL FIRST APPROVE ANY PAINTED FENCE AS TO COLOR. FENCES SHALL NOT EXCEED 6' IN HEIGHT WITHOUT THE PRIOR APPROVAL OF THE ARC.
6. ALL RETAINING AND DECORATIVE WALLS SHALL BE OF STONE, BRICK, OR OTHER COMPATIBLE MATERIAL TO THE MASONRY USED ON THE HOME. NO RAILROAD TIE WALLS WILL BE PERMITTED UNDER ANY CIRCUMSTANCE.
- 10.. UNLESS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE (ARC), HOMES SHALL HAVE A ROOF PITCH OF AT LEAST 6/12 EXCEPT FOR THOSE RELATED TO COVERED PORCHES AND COVERED PATIOS.
11. ALL LOTS SHALL BE PROFESSIONALLY LANDSCAPED ON THE FRONT AND STREET FACING SIDE ELEVATIONS UPON COMPLETION OF THE HOME. ALL FRONT, SIDE, AND BACK YARDS SHALL BE FULLY SODDED UPON COMPLETION OF THE HOME. ALL YARD AND LANDSCAPE AREAS SHALL BE FULLY IRRIGATED. EACH LOT UPON COMPLETION OF CONSTRUCTION SHALL HAVE A MINIMUM OF TWO TREES PLANTED THAT ARE A MINIMUM OF 2.5" CALIPER EACH. LANDSCAPE PLANS MUST BE APPROVED BY THE ARC.
12. ALL ROOFS SHALL BE COVERED WITH ROOFING MATERIAL HAVING A 30-YEAR OR MORE RATING (SUCH AS TANKO HERITAGE THIRTY WEATHERED WOOD™, OR SLATE OR TILE IF APPROVED BY THE ARC. ANY WAIVER OF THIS RESTRICTION BY THE ARC MUST BE DATED AND IN WRITING. ALL ROOF FLASHING AND VALLEYS SHALL BE MADE OF BRONZE, COPPER, OR PAINTED MATERIAL. ALL ROOF VENTS ARE TO BE PAINTED TO BLEND IN WITH THE COLOR OF THE ROOFING MATERIAL.
13. ALL FIREPLACE CHIMNEYS SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO AND HAVE COPPER CHIMNEY CAP OR PAINTED METAL CAP APPROVED BY THE ARC.
14. NO ANTENNAS SHALL BE PERMITTED EXCEPT A 20-INCH SATELLITE DISH, THE LOCATION OF WHICH SHALL BE APPROVED BY THE ARC.
15. EXCEPT FOR CUSTOMARY AND USUAL "FOR SALE" SIGNS AND CUSTOMARY AND USUAL NAME AND ADDRESS SIGNS, NO SIGN OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY PART OF ANY LOT, OR ON ANY STRUCTURE EXCEPT WITH THE WRITTEN CONSENT OF THE ARC.
16. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
17. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.
18. NO COMMERCIAL STRUCTURES SHALL BE ERECTED, MAINTAINED, OR OPERATED ON ANY LOT EXCEPT FOR REAL ESTATE SALES, MANAGEMENT AND CONSTRUCTION OFFICES. WHICH MAY, WITH THE PRIOR WRITTEN CONSENT OF THE DEVELOPER, BE ERECTED, MAINTAINED, AND OPERATED ON ANY LOT OR IN ANY BUILDING OR STRUCTURE NOW OR HEREAFTER ERECTED ON ANY LOT, PROVIDED THE OFFICES ARE USED SOLELY IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY OR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY, OR THE MANAGEMENT, RENTAL, OR SALE OF ANY PART OF THE PROPERTY, OR OF IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON AND PROVIDED THAT SUCH OFFICES SHALL BE REMOVED UPON COMPLETION OF SALES OR CONSTRUCTION AS THE CASE MAY BE.
19. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.
20. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
21. NO EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE SHALL BE ERECTED, INSTALLED, OR MAINTAINED ON ANY LOT OR ON ANY STRUCTURE THEREON.
21. RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.
22. NO LOT WITHIN SUBDIVISION SHALL BE FURTHER DIVIDED OR LOT SPLIT WITHOUT APPROVAL OF ARC AND CITY OF GLENPOOL, OKLAHOMA, AS REQUIRED BY LAW.
23. ALL LOTS SHALL USE A STANDARD MAILBOX AS SELECTED BY THE ARCHITECTURAL REVIEW COMMITTEE.
24. ABOVE GROUND POOLS ARE PROHIBITED.
25. ALL HOMES WITHIN THE SUBDIVISION SHALL INCLUDE PROFESSIONAL INSTALLATION OF A GUTTER AND DOWNSPOUT SYSTEM, UNLESS OTHERWISE APPROVED BY THE ARC.
26. ALL COMMON AREAS, PRIVATE STREETS, STORMWATER DETENTION PONDS, AND PARK/PLAYGROUND AREA, SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION (HOA).

FINAL PLAT REDBUD GLEN ADDITION	
201 W. 5th Street, Suite 302 Tulsa, Oklahoma 74103	
	Crafton Tull architecture engineering surveying 918.584.0347 918.584.3783 f www.craftontul.com
	CERTIFICATE OF AUTHORIZATION CA 17070 (PUB) EXPIRES 6/30/2025
SHEET NO.:	2 OF 3
DATE:	12/07/2020
PROJECT NO.:	18400500

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THE PRESENTS:

REDBUD GLEN, LLC, HEREINAFTER CALLED "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN TULSA COUNTY, OKLAHOMA, TO-WIT:

METES AND BOUNDS DESCRIPTION AS SURVEYED

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOURTEEN (14) TOWNSHIP SEVENTEEN (17) NORTH (17N), RANGE TWELVE (12) EAST (R12E), OF THE INDIAN MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CUT "X" FOR THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE N1°07'06"W, ALONG THE EAST LINE OF SAID SECTION 14 FOR 658.13 FEET TO A FOUND MAG NAIL (P5#1435) FOR THE POINT OF BEGINNING;

THENCE S88°52'54"W, ALONG THE NORTH LINE OF "GLENPOOL CENTER SOUTH ADDITION", A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6690, 1319.44 FEET TO THE EAST LINE OF "THE CROSSING AT GLENPOOL PHASE 5, A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 6067; THENCE N1°07'28"W, ALONG THE EAST LINE OF SAID "THE CROSSING AT GLENPOOL PHASE 5" 661.62 FEET ; THENCE N01°07'03"W, 576.38 FEET; THENCE N88°47'19"E, 291.58 FEET; THENCE S01°07'30"E, 177.49 FEET TO A POINT ON CURVE TO THE LEFT; THENCE 83.54 FEET ALONG SAID CURVE, HAVING A RADIUS OF 75.00 FEET, WHICH BEARS S31°33'55"W A DISTANCE OF 79.28 FEET; THENCE S00°20'35"E, 233.25 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE 23.36 FEET ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, WHICH BEARS S44°15'57"W, 21.07 FEET; THENCE S88°52'30"W, 13.80 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE 116.79 FEET, HAVING A RADIUS OF 75.00 FEET, WHICH BEARS S44°15'57"W, 105.34 FEET; THENCE S02°20'35"E, 10.60 FEET; THENCE N89°39'20"E, 50.00 FEET; THENCE S00°20'35"E, 444.36 FEET; THENCE N88°47'42"E, 1133.94 FEET TO A FOUND MAG NAIL FOR THE NE CORNER OF THE SE/4 SE/4; THENCE S1°07'05"E, ALONG THE EAST LINE OF SAID SECTION 14 663.62 FEET TO THE POINT OF BEGINNING, CONTAINING 25.29 ACRES, MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO 66 LOTS IN FIVE (5) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "REDBUD GLEN ADDITION" AN ADDITION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAVE CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS _____ DAY OF _____, 2020,

REDBUD GLEN, LLC (OWNER)

NOTARY PUBLIC

BY _____
ALAN STABB; MANAGING MEMBER

STATE OF OKLAHOMA }
} SS:

TULSA COUNTY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED ALAN STABB, AS MANAGING MEMBER OF REDBUD GLEN, LLC/DEVELOPER OF REDBUD GLEN ADDITION, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JEREMY LAWSON, REGISTERED LAND SURVEYOR IN THE STATE OKLAHOMA, 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 "REDBUD GLEN ADDITION", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND, USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

JEREMY LAWSON OK. PLS. #1916 DATE: _____

NOTARY PUBLIC

STATE OF OKLAHOMA }
TULSA COUNTY } SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED DENVER WINCHESTER, SURVEYOR OF REDBUD GLEN ADDITION, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER:

NOTARY PUBLIC

FINAL PLAT CERTIFICATION OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON
MAYOR OR VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER
CITY MANAGER
THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT

REDBUD GLEN ADDITION
AN ADDITION TO THE CITY OF GLENPOOL
A PORTION OF
THE SE/4, SECTION 14, T-17-N, R-12-W, I.B.M.
TULSA COUNTY, OKLAHOMA
PUD NO.30-A

FINAL PLAT REDBUD GLEN ADDITION	
201 W. 5th Street, Suite 302 Tulsa, Oklahoma 74103	
 Crafton Tull architecture engineering surveying 918.584.0347 918.584.3783 www.craftontull.com	SHEET NO.: 3 OF 3
	DATE: 12/07/2020
	PROJECT NO.: 18400500
	CERTIFICATE OF AUTHORIZATION: OKA 912 (P.L.S.) EXPIRES 01/01/2021

Preliminary Plat Map

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	34.96'	S88° 54' 32"W
L2	34.41'	S76° 35' 00"W
L3	18.86'	S76° 35' 00"W
L4	29.95'	S88° 53' 30"W
L5	16.77'	N78° 30' 10"W
L6	28.62'	N89° 35' 10"W
L7	33.74'	N89° 02' 55"W
L8	34.53'	N77° 10' 47"W
L9	14.12'	N77° 10' 47"W
L10	30.86'	N89° 01' 30"W
L11	21.17'	S78° 48' 00"W
L12	36.57'	S78° 48' 00"W
L13	33.86'	N72° 02' 45"W

Legal Description

LEGAL DESCRIPTION:

A tract of land that is part of the **Northeast Quarter of the Southeast Quarter (NE/4, SE/4) of Section Fourteen (14), 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 Fourteen (14); Thence North 1°07'06" West and along the East line of said Section Fourteen (14) for a distance of 1321.74 feet to the Southeast corner of said NE/4 SE/4; Thence South 88°47'41" West along the South line of said NE/4 SE/4 a distance of 893.14 feet to the POINT OF BEGINNING; Thence continuing South 88°47'41" West along the South line of said NE/4 SE/4 a distance of 426.37 feet to a point on the East line of THE CROSSING AT GLENPOOL PHASE 5, a Subdivision within the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, Plat No. 6617; Thence North 1°07'30" West and along the East line of said THE CROSSING AT GLENPOOL PHASE 5, and the East line of THE CROSSING AT GLENPOOL, PHASE 4, a Subdivision within the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Amended Plat thereof, Plat No. 6569, for a distance of 1021.65 feet to a point on the South line of THE CROSSING AT GLENPOOL PHASE 2, a Subdivision within the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, Plat No. 6617; Thence North 88°47'19" East and along the South line of said THE CROSSING AT GLENPOOL PHASE 2, for a distance of 426.37 feet; Thence South 1°07'30" East for a distance of 1021.70 feet to the POINT OF BEGINNING.

AND

A tract of land that is part of the **Southeast Quarter of the Southeast Quarter (SE/4, SE/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East** of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Southeast corner of said Section Fourteen (14); Thence North 1°07'06" West and along the East line of said Section Fourteen (14) for a distance of 658.13 feet to the POINT OF BEGINNING; Thence South 88°52'54" West and along the North line of GLENPOOL CENTER SOUTH, a Subdivision within the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, Plat No. 6690 for a distance of 1319.44 feet to a point on the East line of THE CROSSING AT GLENPOOL PHASE 1, a Subdivision within the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, Plat No. 6067; Thence North 1°07'29" West and along the East line of said THE CROSSING AT GLENPOOL PHASE I for a distance of 661.61 feet; Thence North 88°47'41" East a distance of 1319.51 feet to a point on the East line of said Section Fourteen (14); Thence South 1°07'06" East and along the East line of said Section Fourteen (14) a distance of 663.61 feet to the POINT OF BEGINNING.

TO: HON. MAYOR AND COUNCILORS, GLENPOOL CITY COUNCIL

FROM: GERALD S. GILBERT, PLANNING DIRECTOR

DATE: JUNE 21, 2021

ITEM: CARSON TRAILS PUD 43 PRELIMINARY DEVELOPMENT PLAN AND
PRELIMINARY PLAT: ZONE AMENDMENT APPLICATION GZ-302

REQUEST: A ZONE AMENDMENT APPLICATION (GZ-302): PRELIMINARY
DEVELOPMENT PLAN AND PRELIMINARY PLAT. APPLICANT PROPOSES A
REZONE OF THE SUBJECT SITE FROM RS-3 (SINGLE FAMILY HIGH
DENSITY), CS (COMMERCIAL SHOPPING) & AG (AGRICULTURE) TO
PLANNED UNIT DEVELOPMENT (PUD 43). THE PROPOSED PRELIMINARY
DEVELOPMENT PLAN AND PRELIMINARY PLAT ARE FOR A 394-UNIT
SUBDIVISION OF THE SUBJECT SITE.

APPLICANT: ELWOOD CROSSING, LLC

LOCATION: THE SUBJECT SITE IS GENERALLY LOCATED NORTH AND EAST OF
THE NORTHEAST CORNER OF WEST 181ST STREET AND SOUTH UNION
AVENUE.

ZONING: RS-3, CS AND AG

COMP PLAN: SUBURBAN RESIDENTIAL AND GENERAL COMMERCIAL

APPLICANT REP: TANNER CONSULTING, LLC

BACKGROUND

The proposed project covers an area of approximately 124.9 acres adjacent to the "Eden South" neighborhood. The subject site is a part of a 1983 Preliminary Plat, "Eden South" which was a master-planned community covering approximately 160 acres. The plat proposed 587 lots. The zoning for the site when initially platted was RS-3. The current zoning for the site is RS-3. However, the minimum lot width in the RS-3 residential zone has been changed to 75 feet. In addition to the residential lots, an "L"-shaped commercial lot was included at the southwestern corner of the site. This was never developed.

Only a 41.5 acres portion of the 1983 Preliminary Plat was recorded and developed. The remaining preliminary platted area has expired due to inactivity. Future development will require a new preliminary and final plat.

The “Eden South” neighborhood is approximately 34.3 acres in size and is comprised of 122 residential lots and a 7.2-acre lot used for storm water detention and natural open space. The Carson Trails project proposes to master plan the remaining undeveloped 124.9-acres (7.2-acre lot included) of the original 160-acres as described below in the project description.

Pursuant to Section 11-9-9: Conceptual Development Plan (CDP) for a PUD. D. Process. 1 of the Zoning Ordinance, the applicant at the April 12, 2021 Planning Commission meeting presented to the Commission a Conceptual Development Plan (CDP) for the Carson Trails project with the intent of receiving preliminary feedback and comments on the plan. Since the item was for discussion purposes only, no action or recommendation by the Commission was made. Discussion was limited to questions, feedback and comments that centered on lot size, product type, as well as project amenities.

PROJECT DESCRIPTION:

ZONE AMENDMENT: As mentioned, the current zoning for the project site is RS-3 (Single Family Residential High Density), CS (Commercial Shopping) and AG (Agricultural). The applicant is requesting to change the zoning to PUD (Planned Unit Development). The purpose of a PUD is as follows:

- A PUD is a zoning classification that combines the zoning, subdivision, and site plan processes in a manner that benefits the City by creating community character and the developer by expanding development options and flexibility, and reducing uncertainty.
- It is not the purpose of a PUD to maximize lot yield or to deviate from the standard zoning regulations without clear benefits to the City.
- The PUD applicant must submit a site development plan, concept plan, plats, parks and recreation schematic plans, amenity plans, building design elevations, a written narrative describing the development standards proposed to govern the PUD, and other documents to demonstrate that the development, if approved, will be of a higher quality than a standard development and will yield a substantial community benefit.

PUD PRELIMINARY DEVELOPMENT PLAN TEXT: In place of the underlying zoning, the applicant is proposing a Planned Unit Development (PUD) and has prepared the attached Preliminary Development Plan Text.

The Carson Trails PUD Preliminary Development Plan Text is attached to the staff report for the Council’s review. In short, the plan proposes to create two (2) development areas: Area A, which is 51.3 acres in size; and Area B, which is 73.6 acres in size. The Preliminary Plat for Area A has 200 units proposed and Area B 250 units. Contained within the Development Plan text are provisions for Development Standards, Access and Circulation, Signs, Utilities and Drainage, Platting and Site Plan requirements, Landscaping and Buffering.

Outlined in the table below, for comparative purposes, are PUD development standards for Area A, Area B; Eden South as it exists today; and the underlying RS-3 zone.

	PUD Area A	PUD Area B	Eden South	Current Code RS-3
Land Area	51.3 ac	73.6 ac	34.3 ac	34.3
No. of Lots	200	250	122	-
Lot Size (Min)	6,200 sf	7,200 sf	6,955sf	9,000 sf
Land Area Per DU	7,700 sf	8,400 sf	-	10,875 sf
Lot Width (Min)	60 ft	65 ft	65 ft	75 ft
Setbacks				
Front	25 ft	25 ft	25 ft	25 ft
Rear	20 ft	20 ft	20 ft	30/20 ft
Side	5 ft	5 ft	10/5 ft	10/5 ft
Street Side Yard	15 ft	15 ft	10 ft	10 ft
Min Dwelling Size	1,200 sf	1,400 sf	None	None
First Floor Exterior	75% (Masonry)	75% (Masonry)	N/A	60% (Masonry) on each floor

Also included in the PUD Preliminary Development Plan text are frontage landscaping, fencing and neighborhood amenity requirements as well as a requisite number of trees in each lot's front yard.

PRELIMINARY PLAT: A Preliminary Plat has been submitted as required by Section 11-3-16: Subdivision Required. "PUD subdivision plats shall be filed with the City concurrent with the Preliminary and Final PUD Zoning Amendment Plans. Plats shall be processed in accordance with the requirements of Title 12, Subdivision Regulations. The applicant has submitted a 394-unit Preliminary Plat that conforms to the proposed Preliminary Development Plan Text development regulations.

ANALYSIS:

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

1. *An efficient provision of infrastructure that sustains the natural environment;*
2. *Continuity of the roadway system that effectively distributes and calms traffic both within and through the development;*
3. *Pedestrian systems via on-street bicycle lanes or off-street bicycle trails and sidewalks that improve pedestrian and bicycle circulation;*

4. *Good transitioning of housing types within the development and with development adjacent to the PUD;*
5. *Protection and preservation of natural resources and valued or sensitive land features; and*
6. *Improved development quality that includes landscape and other decorative treatments along perimeter collector and arterial streets and the perimeter of the development.*

The Preliminary Development Plan Text outlines features of the project commitments intended to satisfy the foregoing criteria as well as demonstrate that the development, if approved, will be of a higher quality than a standard development, will yield a substantial community benefit, and will result in other benefits (as listed above). As described in the Preliminary Development Plan text the project proposes approximately 19 acres of common open space amenities as listed below:

- Paved walking/multiuse trails.
- A neighborhood/community park with playground and basketball court within the northern stormwater detention pond Reserve Area.
- Fishing piers.
- Playing fields
- Open spaces.
- Landscaped entrances.

The amenities listed above are specifically illustrated in Preliminary Development Plan Text, Exhibit B Conceptual Masterplan and Exhibit I Conceptual Park Site Plan.

As illustrated in the comparative chart above, the applicant is requesting deviations in several development standards that would otherwise apply to an RS-3 zone, including: minimum lot size, lot width, side setbacks and land area per d.u. (density). To allow these deviations a determination must be made by the Council that the deviations “should achieve a development outcome that is superior to that possible through general zoning districts, addresses the needs of the development market for greater flexibility and certainty, and supports the desire of the City to achieve the goals and objectives of the Comprehensive Plan.”

The applicant has proposed several amenities and believes that these reductions are merited based upon the proposed amenity package.

PLANNING COMMISSION RECOMMENDATION:

A PUD “should achieve a development outcome that is superior to that possible through general zoning districts, addresses the needs of the development market for greater flexibility and certainty, and supports the desire of the City to achieve the goals and objectives of the Comprehensive Plan.” In evaluating the PUD Development Text, staff believes that proposed amenities are not commensurate to the requested reduction in development standards, in particular the reduction in lot width from the RS-3 zone minimum of 75 feet to the proposed 60 feet in Area A. Staff position is based on the following:

- Eden South was developed as 65-foot wide lots. Since the proposed project is an extension of the Eden South neighborhood, staff believes the lots should be equal or greater in development criteria.
- The amenity ponds as proposed are necessary to develop the site regardless of lot size. The enhancements as proposed are limited in scope.
- Approved PUD's throughout the City with similar amenity features have been approved with 65-foot wide lots and are a benchmark for planned residential development.

In reviewing the Preliminary Development Plan, the Planning Commission recommended that the Council approve the PUD Preliminary Development Plan and Preliminary Plat subject to the following conditions:

1. Approval of the Zone Amendment to PUD 43 and Preliminary Development Text with the modification to the Preliminary Development Plan text that the minimum lot width within the project area be 75 feet.
2. Minimum square footage per dwelling unit of 1,700 s.f.
3. Minimum side setback of 7.5 feet.
4. Staff also recommends approval of the Preliminary Plat with the same above conditions, with these notes:
 - A. Minimum lot width of 75 feet and minimum side setback of 7.5 feet will be included as part of the Final Plat submitted for review and approval by the City.
 - B. Corrections to the Preliminary Plat provided to the applicant on June 3, 2021

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Carson Trails PUD Development Plan Text
3. Application(s)
4. Map(s)
5. Legal Description

Aerial Photo / Zoning Map

Applications

CITY OF GLENPOOL PLANNING COMMISSION

[] ZONING [x] PUD [] PUD AMENDMENT

RECEIVED
FEB 03 2021

CASE NUMBER PUD 43

Preliminary Development Plan

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: North and east of NE/Corner 181st St. & S. Union Ave. TRACT SIZE: 124.166 acres

LEGAL DESCRIPTION: See attached

PRESENT USE: Vacant/agricultural PRESENT ZONING: RS-3/CS/AG

INFORMATION ABOUT YOUR PROPOSAL

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

PROPOSED USE: Single-family residential NATURE OF PUD AMENDMENT: N/A

Requesting approval of rezoning to PUD, to include Conceptual Development Plan (application 1/3)

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Tanner Consulting, LLC</u>	NAME <u>Elwood Crossing, LLC</u>
ADDRESS <u>5323 S. Lewis Ave.</u>	ADDRESS <u>822 Countrywood Way</u>
CITY, ST, ZIP <u>Tulsa, OK 74105</u>	CITY, ST, ZIP <u>Sapulpa, OK 74066</u>
DAYTIME PHONE <u>(918) 745-9929</u>	DAYTIME PHONE <u>(918) 770-5131</u>
EMAIL <u>eenyart@tannerbaitshop.com</u>	EMAIL <u>jagresources3@gmail.com</u>
FAX <u>(918) 745-9969</u>	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>[Signature] 02/02/2021</u>	

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

APPLICATION FEES			
BASE APPLICATION FEE		\$ <u>250.00</u>	
ADDITIONAL FEE	ACRES x SLIDING FEE =	\$	APPLICATION SUBTOTAL \$ <u>250.00</u>
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT		\$	
SIGNS	\$50 X <u>1</u> =	\$ <u>50.00</u>	
300' PROPERTY OWNERS MAILING & POSTAGE	\$1.00 per Name =	\$ <u>74.00</u>	NOTICE SUBTOTAL \$ <u>124.00</u>
RECEIPT NUMBER:		TOTAL AMOUNT DUE	\$ <u>374.00</u>

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

DISPOSITION

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

REVISED 7/23/2012

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

02/02/2021

Date

Glenpool Planning Commission Case Number: _____

- Technical Advisory Committee (TAC) Meeting Date: _____ Friday, _____ 10:00 a.m.

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

- Glenpool Planning Commission: Date: _____ Monday, _____ 6:30 p.m.

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

- Glenpool City Council: Date: _____ Monday, _____ 7:00 p.m.

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 7/23/2012



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

APPLICATION FOR APPROVAL OF SUBDIVISION

☒ **PRELIMINARY PLAT:** Application must be accompanied by a \$200.00 application fee, 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, three (3) copies of the proposed plat, three (3) copies of the preliminary construction plans and an area map. Please submit in pdf (portable document format) as well.

☐ **FINAL PLAT:** Application must be accompanied by a \$250.00 application fee and three (3) copies of the final plat and three (3) copies of the final construction plans. When submitting plats for release after approval of the Glenpool Planning Commission and the Glenpool City Council, two (2) copies should be submitted on mylar, 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: Carson Trails

SECTION: 35 TWP: 17N RANGE: 12E LEGAL DESCRIPTION: see attached plat

DEVELOPER'S NAME: Elwood Crossing, LLC 74037

DEVELOPER'S ADDRESS: 3714 W. 113th St. S., Jenks, OK PHONE: (918) 402-5402

ENGINEER'S NAME: Tanner Consulting, LLC PHONE: (918) 745-9929

Acreage Of Area Being Platted: 124.166 Number Of Lots: 394 Average Lot Size: 6600 + 8775 (typical)

Present Use Of Tract: agricultural Proposed Use Of Tract: single-family residential

Present Zoning: RS-3, CS, AG Proposed Zoning: PUD

Is Plat Part Of A PUD? _____ Zoning Case File/Number: GZ _____
(Pud Number)

Glenpool City Limits: ☒ INSIDE ☐ OUTSIDE ☐ PARTIALLY INSIDE

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

Sewer

Street Resurfacing Proposed: Portland Cement/Concrete Asphaltic Concrete

Signature Of Developer/Agent: [Signature] Date: 05/07/2021

FOR STAFF USE ONLY

(DATE) (RCPT#)

Preliminary Application Received: _____

Preliminary Fee Received: _____

Preliminary Approval: _____

Final Application Received: _____

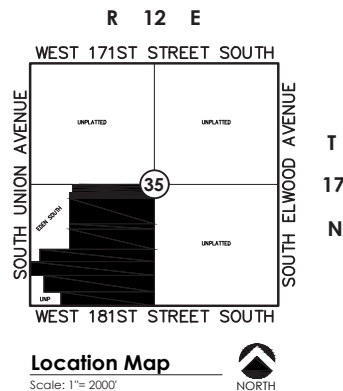
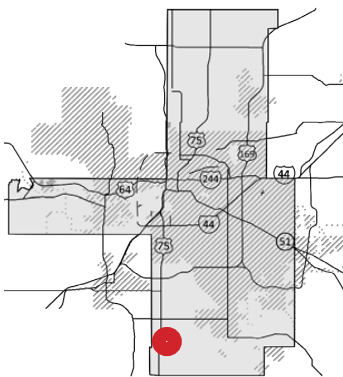
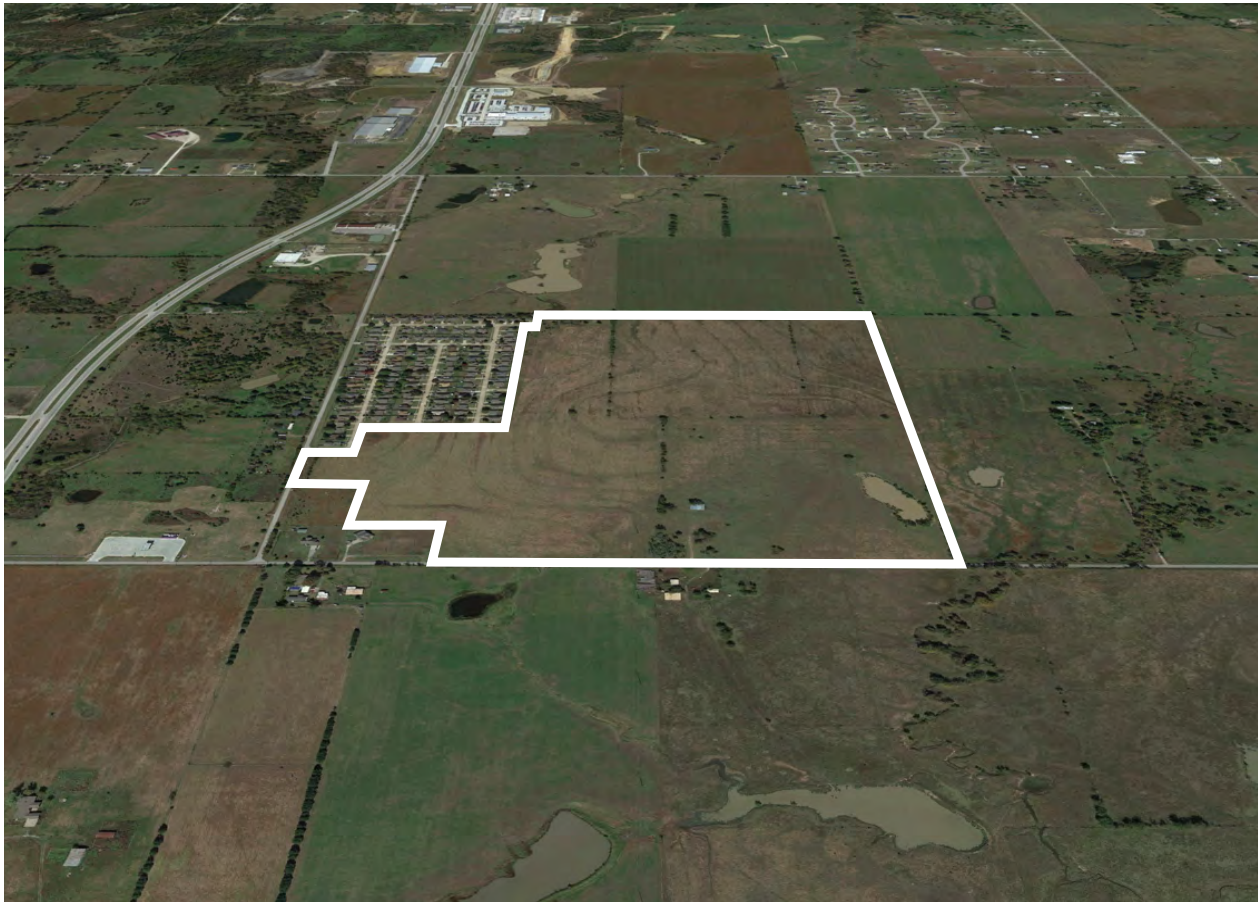
Final Approval: _____ Plat Release Date: _____

**Carson Trails PUD
Preliminary Development Plan Text**

PUD ____

Carson Trails

A PLANNED UNIT DEVELOPMENT (PUD) PRELIMINARY DEVELOPMENT PLAN OF
124.166 ACRES LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF 181ST
STREET AND SOUTH UNION AVENUE IN THE CITY OF GLENPOOL, OKLAHOMA



JUNE 2021

OWNER/DEVELOPER:
ELWOOD CROSSING, LLC
c/o GARET THOMPSON
822 COUNTRYWOOD WAY
SAPULPA, OKLAHOMA 74066
JAGRESOURCES3@GMAIL.COM

APPLICANT/CONSULTANT:
TANNER CONSULTING LLC
c/o ERIK ENYART
5323 S LEWIS AVE
TULSA, OK 74105
EENYART@TANNERBAITSHOP.COM

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V. APPENDIX 1 PUD DEVELOPMENT STANDARDS CROSSWALK	Appendix-1

I. PROPERTY DESCRIPTIONS

Carson Trails consists of 124.166 acres located north and east of the northeast corner of 181st Street and South Union Avenue in the City of Glenpool, Oklahoma, and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT ONE (1), BLOCK EIGHT (8), 'EDENSOUTH', AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4364), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1984.11 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 299.92 FEET; THENCE SOUTH 88°50'14" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 359.89 FEET; THENCE NORTH 1°14'18" WEST FOR A DISTANCE OF 360.10 FEET; THENCE SOUTH 88°48'08" WEST FOR A DISTANCE OF 296.09 FEET TO A POINT ON THE WEST LINE OF THE SW/4; THENCE NORTH 1°52'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 303.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID ADDITION; THENCE ALONG THE SOUTH LINE OF THE ADDITION FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°48'43" EAST FOR A DISTANCE OF 215.00 FEET; THENCE NORTH 1°11'17" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 88°48'43" EAST FOR A DISTANCE OF 635.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID ADDITION, FOR A DISTANCE OF 443.00 FEET TO THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF SAID ADDITION; THENCE NORTH 0°48'13" WEST AND ALONG THE EAST LINE OF SAID BLOCK 5, FOR A DISTANCE OF 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 8; THENCE NORTH 1°15'08" WEST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 679.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°51'20" EAST AND ALONG THE NORTH LINE OF LOT 1, FOR A DISTANCE OF 61.04 FEET TO A POINT ON THE EAST LINE OF SAID ADDITION; THENCE NORTH 1°13'39" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF SAID ADDITION; THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 116.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'53" EAST AND ALONG THE NORTH LINE OF THE SW/4, FOR A DISTANCE OF 1734.38 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE SW/4, FOR A DISTANCE OF 2641.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 5,408,686 SQUARE FEET OR 124.166 ACRES.

The above described property will hereinafter be referred to as the "Site" or "Subject Property" and is depicted on Exhibit A, "Aerial Photography & Boundary Depiction."

Development Area A consists of 50.609 acres and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT ONE (1), BLOCK EIGHT (8), 'EDENSOUTH', AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4364), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1203.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°50'14" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 781.04 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 299.92 FEET; THENCE SOUTH 88°50'14" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 359.89 FEET; THENCE NORTH 1°14'18" WEST FOR A DISTANCE OF 360.10 FEET; THENCE SOUTH 88°48'08" WEST FOR A DISTANCE OF 296.09 FEET TO A POINT ON THE WEST LINE OF THE SW/4; THENCE NORTH 1°52'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 303.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID ADDITION; THENCE ALONG THE SOUTH LINE OF THE ADDITION FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°48'43" EAST FOR A DISTANCE OF 215.00 FEET; THENCE NORTH 1°11'17" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 88°48'43" EAST FOR A DISTANCE OF 635.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID ADDITION, FOR A DISTANCE OF 443.00 FEET TO THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF SAID ADDITION; THENCE NORTH 0°48'13" WEST AND ALONG THE EAST LINE OF SAID BLOCK 5, FOR A DISTANCE OF 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 8; THENCE NORTH 1°15'08" WEST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 679.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°51'20" EAST AND ALONG THE NORTH LINE OF LOT 1, FOR A DISTANCE OF 61.04 FEET TO A POINT ON THE EAST LINE OF SAID ADDITION; THENCE NORTH 1°13'39" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF SAID ADDITION; THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 116.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'53" EAST AND ALONG THE NORTH LINE OF THE SW/4, FOR A DISTANCE OF 511.14 FEET TO A POINT; THENCE SOUTH 1°35'53" EAST, FOR A DISTANCE OF 2640.40 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,204,521 SQUARE FEET OR 50.609 ACRES.

Development Area B consists of 73.546 acres and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1203.07 FEET TO A POINT; THENCE NORTH 1°35'53" WEST FOR A DISTANCE OF 2640.40 FEET TO A POINT ON THE NORTH LINE OF THE SW/4; THENCE NORTH 88°47'53" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1223.25 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE SW/4, FOR A DISTANCE OF 2641.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,203,646 SQUARE FEET OR 73.546 ACRES.

II. DEVELOPMENT CONCEPT

Carson Trails is a Planned Unit Development (PUD) of 124.166 acres located north and east of the northeast corner of 181st Street and South Union Avenue in the City of Glenpool, Oklahoma. The site enjoys excellent access from U.S. Highway 75, providing access to jobs, shops, restaurants, schools, and recreational and cultural amenities Glenpool has to offer.

Per the 1983 Preliminary Plat, "Edensouth" was originally a master-planned community of the entire Southwest Quarter of this Section (160 acres) and proposed 587 lots with RS-3 zoning and an "L"-shaped commercial lot at the southwestern corner of the site. A copy of the Preliminary Plat follows:



Approximately 38 years after the first phase of *Edensouth* was platted, there is renewed interest in continued single-family residential development in this area. Carson Trails is designed as a modern version of *Edensouth* with more and larger recreational amenities and higher development standards. Although subject to change during engineering design and permitting, as reflected on the Exhibit B Conceptual Masterplan and in more detail on Exhibit I Conceptual Park Site Plan, Carson Trails is planned to have such amenities as:

- paved walking/multiuse trails throughout,
- a neighborhood / community park with playground and basketball court within the northern stormwater detention pond Reserve Area,
- fishing piers,
- playing fields,
- open spaces, and
- landscaped entrances.

Altogether, as represented, the site proposes approximately 19 acres of common open space amenities, exceeding 15% of the total site area.

Carson Trails is designed to provide a variety of home types, sizes, densities, and price points. Development Area A (adjoining *Edensouth*) is proposed as a transition area to larger lots and dwelling sizes in Development Area B (east of the overhead electric transmission lines). Development Area A inherits block size geometries from *Edensouth* (typically 107' lot depths) which result in lot sizes smaller than those proposed for Development Area B. However, modern houses are commonly larger in proportion to lot sizes than those of previous decades, achieved through relaxation of setbacks, more common use of additional stories in this Southern U.S. market, and the use of neighborhood amenity areas credited toward livability / open space requirements within each lot, as this PUD will afford. The larger Development Area B is planned to have its own identity and its own entrance from 181st Street, and may have a different neighborhood name than Development Area A.

The Glenpool 2030 Comprehensive Plan designates the site as "General Residential;" this is excepting the commercially-zoned area, which is designated "General Commercial." An amendment to the Comprehensive Plan Map is respectfully requested, if required, to redesignate this small area as "General Residential," consistent with the designation of the balance of the site parcel. Table 21: Future Land Use Designations Relative to Zoning Classifications provides that the zoning districts most closely associated with "General Residential" include (1) PUDs and (2) the highest density single-family residential district available in Glenpool, RS-3 Residential Single-Family High Density.¹ The plan proposed for the site is consistent with the following excerpt describing the "General Residential" designation, except that it will have more generous set-asides and amenities for residents than contemplated:

¹ Although the highest-density single-family zoning district available, the Glenpool Zoning Code was amended in recent years to require 75' minimum lot widths, 9,000 square feet minimum lot areas, and other bulk and area standards which rendered the original "Edensouth" master plan unworkable.

This designation covers areas with predominantly single-family residential uses at typical in-city densities, often with limited open space set-asides or internal amenities for residents.



- Detached residential dwellings
- Planned development, potentially with a mix of housing types and varying densities,
subject to compatibility and open space standards
- Public/institutional uses



- Parks and public spaces

- Residential neighborhoods with less openness and separation between dwellings compared to Suburban Residential areas.
- Auto-oriented character, especially where driveways and front-loading garages dominate the front yard and building facades of homes. This can be offset by landscaping, “anti-monotony” standards that require varied dwelling appearance and floor plans on adjacent and nearby lots, and limitations on “cookie cutter” subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

By its design, as outlined in the Glenpool Zoning Code, this PUD is intended to provide a unified treatment of the development possibilities of the project site, to permit innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties, to permit flexibility within the development to best utilize the unique physical features

of the subject property, to provide and preserve meaningful open space, and to achieve a continuity of function and design within the development.

This document is submitted for consideration in satisfaction of the appropriate review process(es) outlined in the Glenpool Zoning Code. The following sections, together with the PUD exhibits, will inform and allow the Planning Commission and City Council to determine that the proposed PUD is consistent with the purposes, goals, and standards of a PUD per Zoning Code Sections 11-3-13 and 11-3-14. The following narrative addresses each informational item as relevant and appropriate. Specific design features are herein linked to the purpose, goal, and/or standard which is addressed.

The Conceptual Masterplan showing planned amenities, the additional development standards imposed by this PUD, and the highly restrictive private covenants to be imposed by the subdivision plats address the informational items outlined in the Glenpool Zoning Code (cf. Zoning Code Section 11-3-13.C.). As planned, private covenants, conditions, and restrictions (CCRs) by separate instrument will include the creation of an architectural committee with the goal of avoiding 'monotonous' designs as discouraged by the Comprehensive Plan, such as requiring different elevations and/or exterior finishing materials between dwellings side-by-side or facing across a street, among other measures to be detailed within the CCRs. The architectural committee is customarily composed of members designated by the developer and/or builder group and whose purpose is to promote good design and compatibility within the subdivision and to enforce the covenants. Customarily, the architectural committee will review and approve all building plans, including site plans, exterior elevations, details regarding the composition of roofing and exterior building materials, including color schemes, prior to submittal to the City of Glenpool for Building Permit.

Development of the site in accordance with this PUD and the additional development standards imposed by the PUD will result in a development outcome that is superior to that possible through general zoning districts, will address the needs of the development market for greater flexibility and certainty, and will support the desire of the City to achieve the goals and objectives of the Comprehensive Plan, as provided in the Zoning Code provisions pertaining to PUDs.

The subject property is presently zoned RS-3 Residential Single-Family High Density, with CS Commercial Shopping Center zoning near the southwest corner of the site and some AG zoning at the northeast corner of the site.

The PUD and the additional development standards imposed by the PUD will allow the most efficient use of the land which is harmonious with the surrounding land uses, as represented on Exhibit A, "Aerial Photography & Boundary Depiction." This PUD proposes relaxing certain bulk and area requirements with respect to the current RS-3 zoning for the majority of the site. Except as otherwise specified herein, this PUD shall be developed in accordance with the use and development regulations of the City of Glenpool Zoning Code, as adopted with Ordinance No. 746.

While the minimum land area requirement of the RS-3 Residential Single-Family High Density zoning would allow 500 lots, this PUD proposes a maximum of 450 lots and the Preliminary Plat reflects even fewer (394), due to planned open space areas. Of the 587 lots included in the original Edensouth Preliminary Plat, the full build-out of the area is now planned at 516 (102 *Edensouth* and 394 Carson Trails). Note: The PUD Conceptual Masterplan was drawn with typically 65'- and 70'-wide lots but can be redrawn to match the proposed development standards during the PUD review process as needed. The PUD Preliminary Plat submitted concurrently with this application accurately reflects the layout, lot sizes, and total number of lots.

PURPOSE (Glenpool Zoning Code Section 11-3-13.A.):

This PUD and the related plan review and approval processes will benefit the City of Glenpool by creating community character and the owner/developer by expanding development options and flexibility, and will reduce uncertainty through the specificity of development standards and plan documents.

GOALS (Glenpool Zoning Code Section 11-3-13.B.):

This PUD will result in a development outcome that is superior to that possible through general zoning districts, addresses the needs of the development market for greater flexibility and certainty, and supports the desire of the City to achieve the goals and objectives of the Comprehensive Plan. It will create a development framework that provides both the developer and the City flexibility, within predetermined codified parameters, with appropriate Planning Commission and City Council oversight (Section 11-3-13.B.3.). Improved development quality will be achieved via amenities which would not otherwise be required by straight zoning, such as generous planned neighborhood parks, trails, and open spaces, minimum landscaping requirements, and landscaping and other decorative treatments at development entrances and along the perimeter streets.

This PUD is intended to achieve the following goal of Zoning Code Section 11-3-13.B.2., specifically "encouraged by the City": "Mixtures of residential types, densities, dwelling sizes and heights, lot sizes and widths, and design character in a single cohesive manner throughout the development." The PUD provides for a transition of development standards between established housing to the west in *Edensouth* and larger lots in Development Area B.

CONTEXTUAL PLAN (Glenpool Zoning Code Section 11-3-14.A.):

This PUD is a unique development project and provides appropriate development standards that are site and context sensitive.

The "Contextual Plan" / "Concept Plan" is represented on Exhibit B "Conceptual Masterplan." The densities associated with residential uses are listed in the development standards of this PUD.

Additional contextual descriptions are provided in the appropriate sections of this text, such as "Utilities and Drainage," "Access and Circulation," and "Environmental Analysis and Topography."

During the planning and civil engineering design for the Carson Trails subdivision, anticipated impacts on community facilities (primarily utilities and streets) will be considered and the necessary measures will be taken to address those impacts.

Zoning Code Section 11-3-16.B calls for submittal of [Restrictive] "Covenants" for the purpose of "review as to form" for the sake of ensuring proper ownership, maintenance, continuity, and conservation of common open spaces within the PUD. A copy of the draft Restrictive Covenants are being submitted along with the Preliminary Plat and PUD Preliminary Development Plan applications. The Restrictive Covenants provide for Homeowners' Association ownership and maintenance of the stormwater detention ponds, drainage facilities, and other common areas. Upon PUD approval, the Restrictive Covenants will further incorporate the additional development standards imposed by the PUD in furtherance of the purposes and intent of the PUD provisions of the Zoning Code. Additionally, private CCRs will include highly restrictive private covenants intended to ensure a high quality development outcome through the construction of

homes and in perpetuity as the neighborhood matures and integrates into the family of neighborhoods comprising the Glenpool community.

Through this PUD and the additional development standards imposed by the PUD, the site is being developed with a higher level of quality than a standard development, and will yield substantial community benefits, such as:

1. An efficient provision of infrastructure that sustains, to the extent possible under development conditions, the natural environment;
 - a. Siting reserve areas and open spaces which honor the natural, rolling terrain, maintaining the character of the land, while
 - b. overlaying it with a classic neighborhood design, which will yield a huge future benefit in cost savings to the City of Glenpool. Bends in streets and corresponding utility lines (water, sanitary and storm sewer) require an increased number of fittings, i.e., elbows and "T" joints which increase the likelihood of leaks and breaks causing an increase in future utility maintenance;
2. Continuity of the roadway system which effectively distribute vehicular and pedestrian traffic within and through the development;
3. Pedestrian systems via trails and sidewalks that improve pedestrian circulation;
4. Improved development quality via generous planned neighborhood amenities and landscaping and other decorative treatments at development entrances and along the perimeter streets.

(For illustration of items 1 through 4, see Exhibits B and I of this PUD)

Carson Trails

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION WITH ADJACENT DEVELOPMENTS LABELED



PUD ____

Carson Trails

EXHIBIT B

CONCEPTUAL MASTERPLAN

CONCEPTUAL LAYOUT SHOWN AS OF SEPTEMBER 29, 2020



12

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



NORTH

III. DEVELOPMENT STANDARDS

III.A. DEVELOPMENT AREA A †:

Gross Land Area:	2,223,613 SF	51.323 AC
Net Land Area:	2,205,932 SF	50.641 AC
Permitted Uses: Single family dwellings and customary accessory uses, private common area facilities such as neighborhood clubhouse, swimming pool, playground, and recreational open space, and essential services, all as defined in the City of Glenpool Zoning Code in effect as of the date of the approval of this PUD.		
Maximum Number of Lots:	200	
Minimum Lot Width:	60 FT	
Minimum Lot Size:	6,200 SF	
Minimum Land Area per Dwelling Unit:	7,700 SF *	
Maximum Building Height:	2 Stories and 35 FT **	
Minimum Off-street Parking:	Per Zoning Code Table 11-6-3.1	
Minimum Required Loading Spaces:	None	
Minimum Livability Space:	2,500 SF ***	
Minimum Yard Setbacks:		
Front Yard:	25 FT	
Rear Yard:	20 FT (30 FT from Arterial Street right-of-way)	
Side Yard (Interior):	5 FT	
Side Yard Abutting a Street: ****	15 FT (20 FT from Arterial Street right-of-way)	
Other Bulk and Area Requirements:	As required within the RS-3 District	
Minimum Dwelling Size:	1,200 SF	
First Floor Exterior Materials:	75% masonry *****	

† Except as otherwise specified herein, this PUD shall be developed in accordance with the use and development regulations of the City of Glenpool Zoning Code, as adopted with Ordinance No. 746.

* Maximum density equals the minimum land area per dwelling unit and is satisfied by the proportion of maximum number of lots to gross land area by and as calculated within this PUD. Lots are therefore not subject to this requirement on an individual basis.

** Architectural features may extend a max. of five (5) feet above maximum permitted building height.

*** Livability space may be located on a lot or contained within common open space of the development.

**** No access is allowed to the side street which will be designated on the subdivision plat(s).

***** See additional requirements in the Platting and Site Plan requirements section of this PUD.

III.B. DEVELOPMENT AREA B †:

Gross Land Area:	3,203,646 SF	73.546 AC
Net Land Area:	3,203,646 SF	73.546 AC
Permitted Uses: Single family dwellings and customary accessory uses, including private common area facilities such as neighborhood clubhouse, swimming pool, playground, and recreational open space, and essential services, all as defined in the City of Glenpool Zoning Code in effect as of the date of the approval of this PUD.		
Maximum Number of Lots:	250	
Minimum Lot Width:	65 FT	
Minimum Lot Size:	7,200 SF	
Minimum Land Area per Dwelling Unit:	8,400 SF *	
Maximum Building Height:	2 Stories and 35 FT **	
Minimum Off-street Parking:	Per Zoning Code Table 11-6-3.1	
Minimum Required Loading Spaces:	None	
Minimum Livability Space:	3,300 SF ***	
Minimum Yard Setbacks:		
Front Yard:	25 FT	
Rear Yard:	20 FT (30 FT from Arterial Street right-of-way)	
Side Yard (Interior):	5 FT	
Side Yard Abutting a Street: ****	15 FT (20 FT from Arterial Street right-of-way)	
Other Bulk and Area Requirements:	As required within the RS-3 District	
Minimum Dwelling Size:	1,400 SF	
First Floor Exterior Materials:	75% masonry *****	

† Except as otherwise specified herein, this PUD shall be developed in accordance with the use and development regulations of the City of Glenpool Zoning Code, as adopted with Ordinance No. 746.

* Maximum density equals the minimum land area per dwelling unit and is satisfied by the proportion of maximum number of lots to gross land area by and as calculated within this PUD. Lots are therefore not subject to this requirement on an individual basis.

** Architectural features may extend a max. of five (5) feet above maximum permitted building height.

*** Livability space may be located on a lot or contained within common open space of the development.

**** No access is allowed to the side street which will be designated on the subdivision plat(s).

***** See additional requirements in the Platting and Site Plan requirements section of this PUD.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

IV.A. SURROUNDING ZONING AND LAND USE: The subject property is presently zoned RS-3 Residential Single-Family High Density, with some CS Commercial Shopping Center zoning near the southwest corner of the site and some AG zoning at the northeast corner of the site. The subject property is vacant/agricultural, except for a small drainage facility corresponding to platted Lot 1, Block 8, *Edensouth* near the site's northwestern corner. A barn for storing hay or for similar agricultural purposes is located in the south-central portion of the site, and a large farm pond is located near the site's southeastern corner.

Existing land uses on surrounding properties are reflected on Exhibit A, and existing zoning is reflected on Exhibit F. *Edensouth* is zoned RS-3 and three (3) unplatted rural residential and vacant tracts near the site's southwestern corner are zoned CS. Beyond the Southwest Quarter of this Section, area properties are primarily vacant, agricultural, and rural residential and zoned AG. Exceptions include the Onestop Fuel station at the northwest corner of 181st Street and S. Union Ave. zoned AG and GSS / Global Sign Solutions / Global Sign Design sign fabrication and services business northwest of the site zoned AG. Much of the surrounding area is in unincorporated Tulsa County.

IV.B. ACCESS AND CIRCULATION: The subject property has 303.23 feet of frontage on South Union Ave. and 1984.11 feet of frontage on 181st Street. The subject property also has frontage on streets within *Edensouth*, including the 176th Street collector street. As planned, this collector street will be extended as a mid-section residential collector street to the site's east boundary. Another residential collector street is planned near the north-south mid-section and will extend to the site's north boundary. These collector streets will facilitate connectivity and development of the site and adjoining portions of the section.

Carson Trails exhibits a planning design that is a return to the reemerging classic neighborhood design as *Edensouth* was originally designed. Classic neighborhood design also yields a huge future benefit in cost savings to the City of Glenpool. Bends in streets and corresponding utility lines (water, sanitary and storm sewer) require an increased number of fittings, i.e., elbows and "T" joints which increase the likelihood of leaks and breaks causing an increase in future utility maintenance.

To facilitate traffic calming, offset intersections and four-way, stop sign-controlled intersections are intentionally designed.

Although streets within Carson Trails are proposed to be public, private streets will also be permitted by this PUD if desired at the time of platting any specific phase. Whether public or private, streets shall be constructed to meet the City of Glenpool standards for public streets or other design standards approved by the City of Glenpool. Any gates serving private streets or drives shall be designed according to the Fire Code adopted by the City of Glenpool and be approved by the Glenpool Fire Department during the platting stage.

Pedestrian linkages are proposed at various points to connect to the planned trail / linear park amenity corresponding to the overhead electric transmission line.

Sidewalks constructed with the streets will facilitate pedestrian linkages when adjoining properties are developed with connecting sidewalks. Sidewalks will be integrated with planned trails to further enhance pedestrian accessibility.

Limits of No Access (LNA) will be determined and imposed by future plats, except at approved street intersections.

IV.C. SIGNS: Subdivision entrance signage shall be permitted along both arterial street frontages and shall comply with standards for same as provided in the Glenpool Zoning Code. Entry signage will be integrated with the landscaped entries and contained within Reserve Areas or easements to be maintained by the Property Owners' Association. Signage serving residential neighborhood amenities, appropriate for purpose and neighborhood scale, shall be permitted within reserve areas or easements containing neighborhood amenities. Signage shall otherwise comply with the Glenpool Zoning Code.

IV.D. UTILITIES AND DRAINAGE: Carson Trails is within the City of Glenpool water service area, per available mapping. Per City of Glenpool atlas utility mapping, there is an existing 8" waterline along the east side of S. Union Ave. and 6" and 8" waterlines within and serving *Edensouth*. Water service and fire protection will be designed and constructed during the engineering and permitting phase.

Per City of Glenpool atlas utility mapping, there are existing 8" sanitary sewerlines within and serving *Edensouth*, which subdivision also contains a lift station. It is anticipated that sanitary sewer capacity, such as the lift station, will need to be upgraded to serve "Carson Trails." As it will be a phased development, the scheduling of upgrades will be determined with the City of Glenpool at the time of design, permitting, and development.

Within "Carson Trails", an internal stormwater collection and drainage and detention facilities will be designed and constructed. As planned, the existing Lot 1, Block 8, *Edensouth*, will be enhanced with an expanded and fully functional stormwater detention pond, which will doubly serve as a neighborhood amenity. At least one (1) other stormwater detention pond will be located at the southeastern corner of the site, also serving as an amenity, presently planned to include a walking trail or sidewalk and fishing pier. Reserve Areas containing such facilities will be maintained by the Property Owners' Association to be established pursuant to the plat.

As found during surveying, electric, natural gas, telephone/communications, and cable/communications services are onsite or immediately adjacent within *Edensouth* or along Sectionline road frontages.

Exhibit C of this PUD reflects existing and conceptually proposed utility and stormwater drainage and detention facilities. The Conceptual Utility Plan (CUP) submitted with the PUD Preliminary Plat show existing and proposed utilities in greater detail.

IV.E. ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY: The site is moderately sloped. A minor ridgeline extends generally from the northeast to the southwest corners of the site, shedding water to the northwest and southeast corners of the site. Smaller drainage areas exit the site (1) where the southwestern tract corner intersects 181st Street and (2) near the intersection of 178th Street and S. Tacoma Ave. The entire site ultimately drains to North Duck Creek.

As represented on Exhibit E FEMA Floodplain Map, no portion of the subject property is located within a Special Flood Hazard Area or the Regulatory Floodplain.

The Soil Survey of Tulsa County, Oklahoma was used to help identify soils types and possible constraints to development. The site contains Okemah Silt Loam, 0-1% slopes, Dennis Silt Loam, 1-3% and 3-5% slopes (eroded), Okema-Parsons-Pharoah Complex, 0-1% slopes, Coweta-Bates Complex, 3-5% slopes, Dennis-Radley Complex, 0-12% slopes, and Dennis-Pharoah Complex, 1-3% slopes. During engineering design and permitting phase of "Carson Trails," a geotechnical report will be performed to recommend

paving sections and subgrade design, development constraints associated with these soils types will be assessed and designs informed accordingly. Soil types and topography are shown on Exhibit D of this PUD.

IV.F. PLATTING AND SITE PLAN REQUIREMENTS: No building permit shall be issued for any building within the PUD until a subdivision plat has been submitted to the City of Glenpool, reviewed by the Glenpool Technical Advisory Committee, recommended upon by the Glenpool Planning Commission, approved by the Council of the City of Glenpool, and duly filed of record. The subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Glenpool shall be a beneficiary thereof. Private CCRs by separate instrument will include the creation of an architectural committee with the goal of avoiding 'monotonous' designs as discouraged by the Comprehensive Plan. After the build-out phase, the architectural committee is customarily relayed to the Homeowners' Association to monitor the restrictive covenants for future improvements to existing homes.

The subdivision plat will serve as the site plan for all the single-family residential lots within the subdivision. Any neighborhood amenity buildings or structures will follow all applicable site plan review requirements as outlined in the Glenpool Zoning Code.

The masonry requirements of this PUD, including allowable materials, specific areas subject to and excluded from requirements, and related particulars are all as per Glenpool Zoning Code Section 11-4-11 in effect as of the date of the approval of this PUD.

IV.G. LANDSCAPING AND FENCING: Along 181st Street and South Union Avenue, a 10-foot-wide landscaped strip shall be provided within an easement or Reserve Area. Within the 10-foot-wide landscaped strip, an opaque fence shall be installed. The landscaped strip shall have large trees planted at a ratio of one large tree per 30 linear feet of arterial street frontage. If there are any overhead power lines that cause a conflict with the large trees, small trees may be used. All fencing, irrigation, and landscaping in the landscaped strip areas shall be maintained by the mandatory Homeowners' Association. Any landscaping that fails shall be replaced by the Homeowners' Association.

As reflected on the Exhibit B Conceptual Masterplan and Exhibit I Overall Site Amenities & Open Space Plan and in more detail on Exhibit J Conceptual Park Site Plan, interior Reserve Areas containing the overhead electric transmission line and stormwater detention are conceptually planned for neighborhood amenities such as parks, playgrounds, fishing piers, trails, playing fields, and open space, as shown. All these common areas and amenities shall likewise be maintained by the Homeowners' Association. Amenities are subject to change during engineering design and permitting.

Prior to occupancy, one (1) large species tree shall be installed in the front yard of all residential lots. Thereafter, the owner of the lot shall be responsible to maintain at least one (1) large tree in the front yard. All required trees shall be at least two (2) inches in caliper at the time of installation.

IV.H. SCHEDULE OF DEVELOPMENT: "Carson Trails" will be developed as market conditions permit. Due to the scale of the development, multiple phases are anticipated. Amenities will be constructed along with the phase containing same. As planned, the largest amenity area (existing Lot 1, Block 8, *Edensouth* and additional area to the north) will be constructed in the first phase, along with the initial site amenities within it. As future phases progress, the balance of site amenities will be added. The large amenity areas have ample room to allow, through time, further improvements beyond those initially planned.

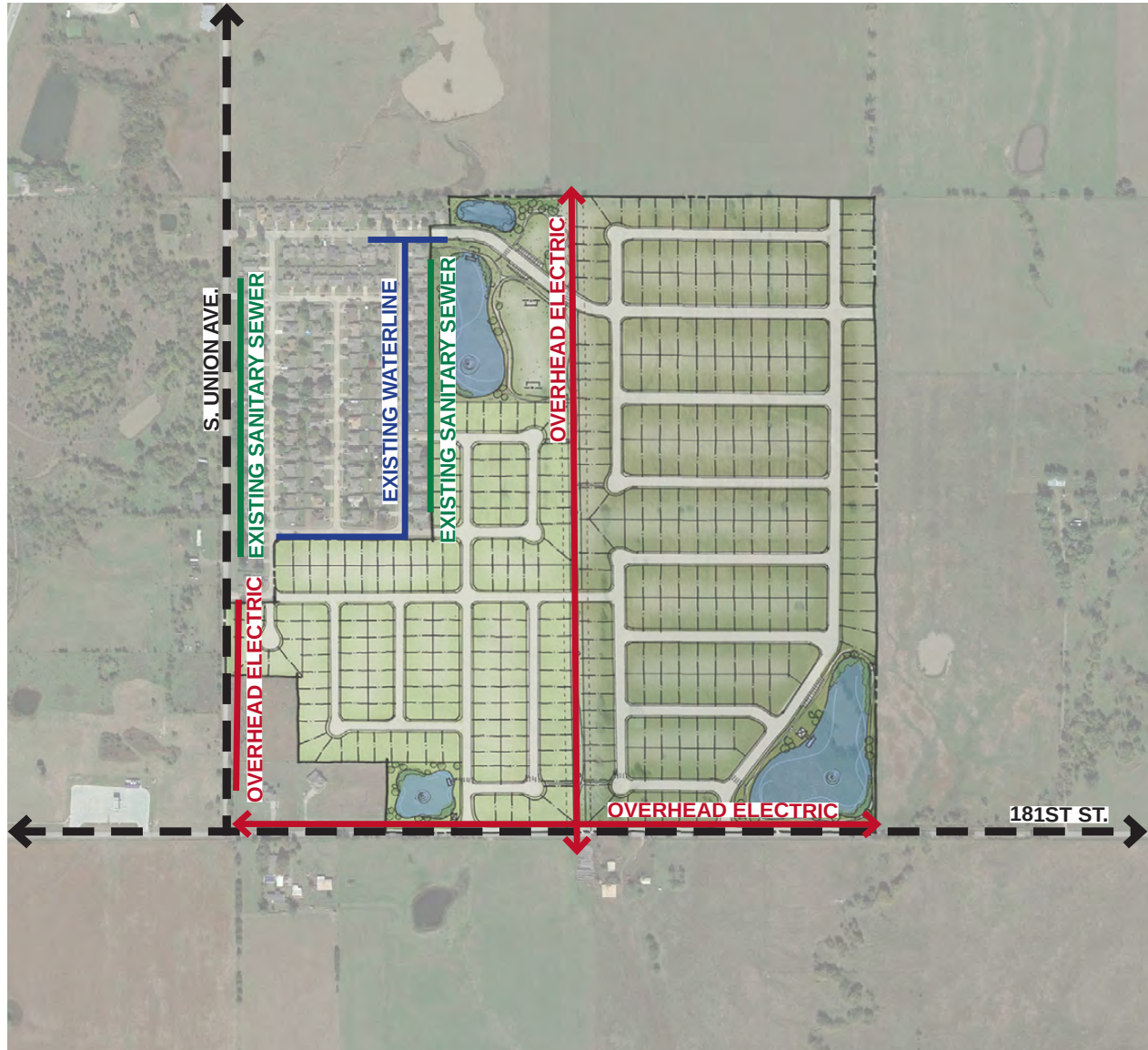
PUD ____

Carson Trails

EXHIBIT C

EXISTING UTILITIES

CONCEPTUAL LAYOUT SHOWN AS OF SEPTEMBER 29, 2020
EXISTING UTILITIES PER CITY OF GLENPOOL ATLAS AND FIELD SURVEY DATA



18

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



NORTH

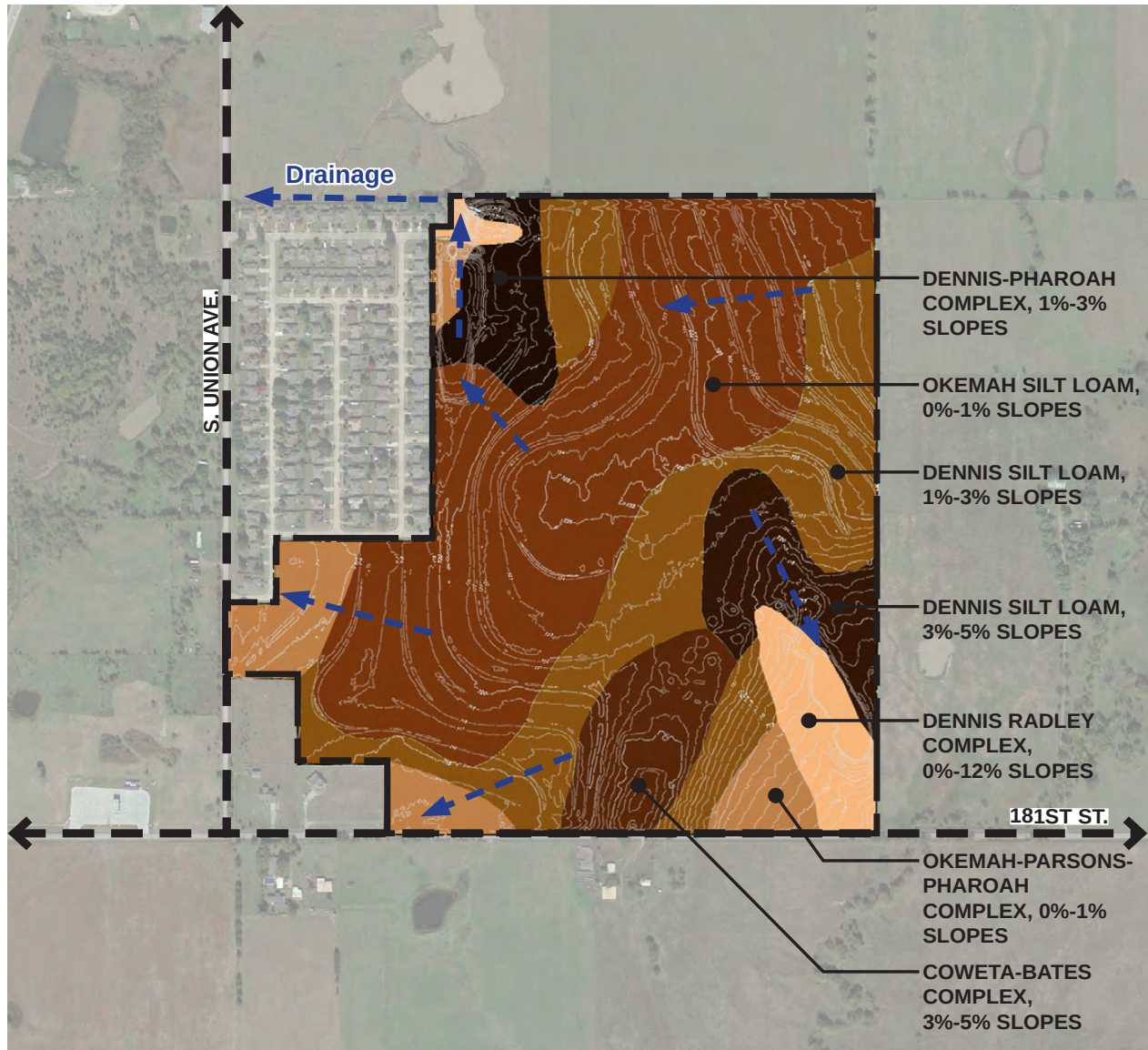
PUD ____

Carson Trails

EXHIBIT D

EXISTING TOPOGRAPHY & SOILS

SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED SEPTEMBER 29, 2020
TOPOGRAPHIC DATA FROM USGS



19

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



NORTH

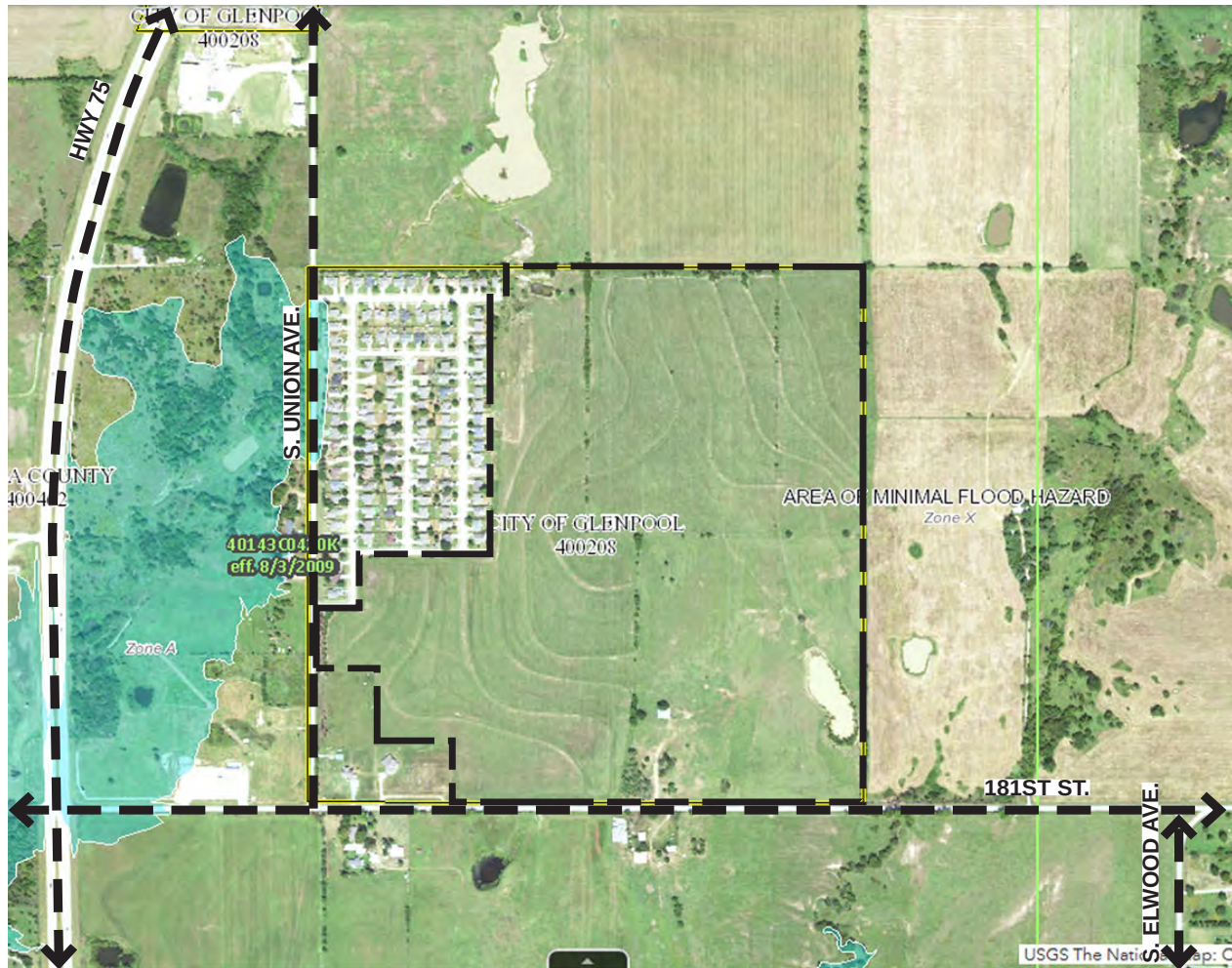
PUD ____

Carson Trails

EXHIBIT E

FEMA FLOODPLAIN MAP

FLOODPLAIN DATA REFLECTS FEMA FIRM PANEL NO. 40143C0420K, EFFECTIVE 08/03/2009



***ENTIRE SITE IS WITHIN
UNSHADED ZONE X -
AREA OF MINIMAL FLOOD
HAZARD**

20

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



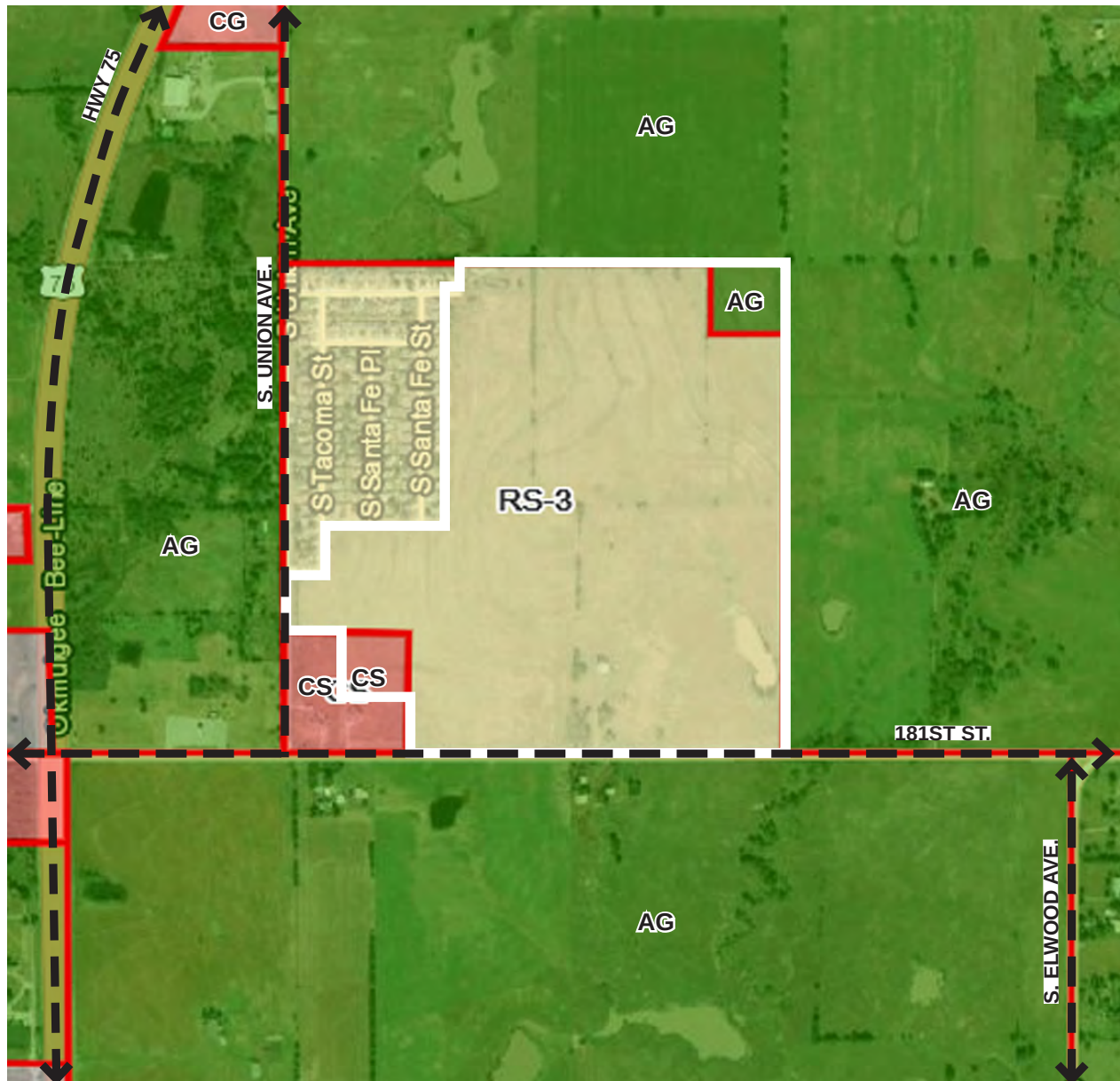
PUD ____

Carson Trails

EXHIBIT F

EXISTING ZONING MAP

DATA OBTAINED AND MODIFIED FROM INCOG ZONING MAP, ACCESSED SEPTEMBER 29, 2020



21

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



NORTH

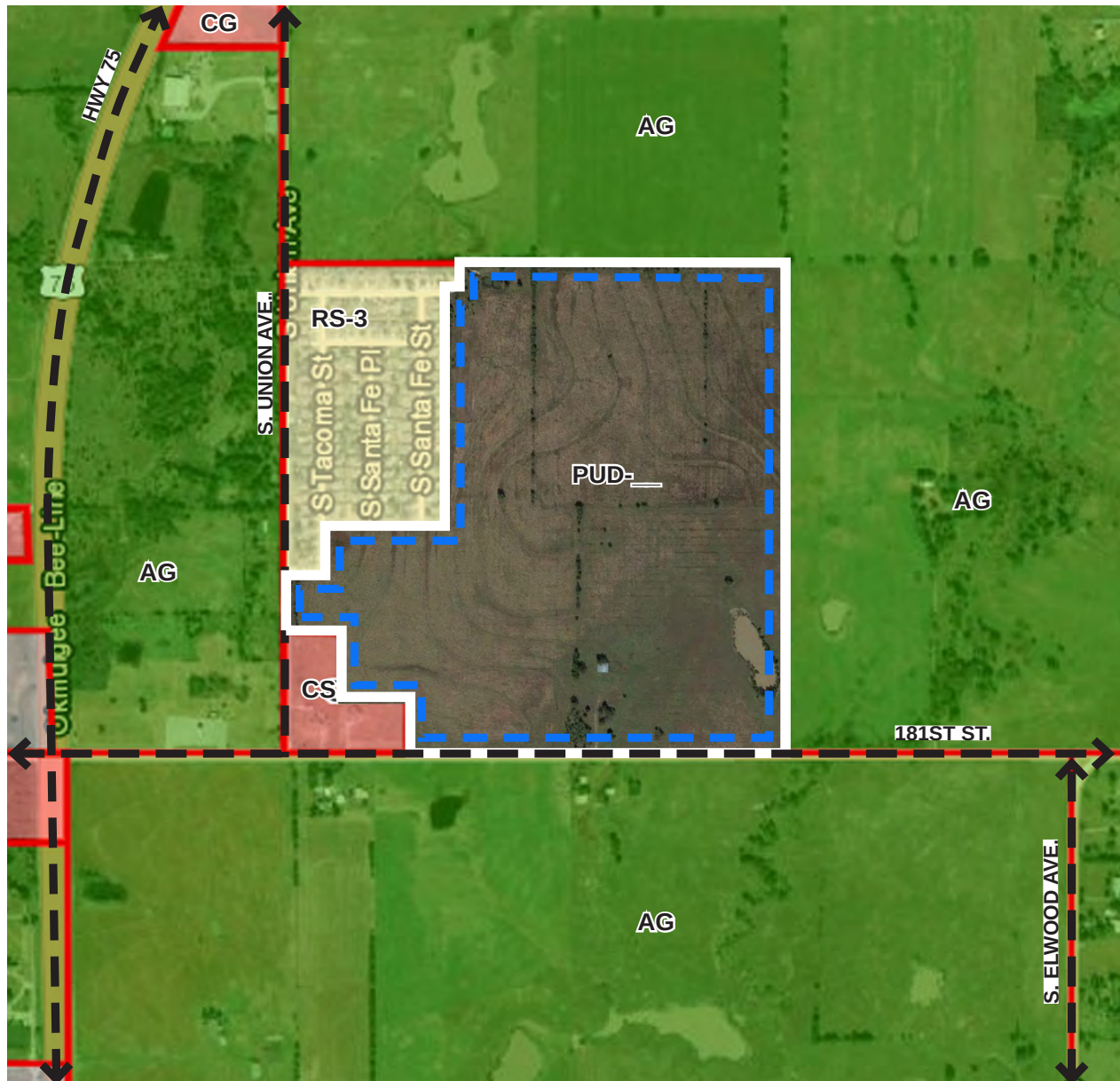
PUD ____

Carson Trails

EXHIBIT G

PROPOSED ZONING MAP

DATA OBTAINED AND MODIFIED FROM INCOG ZONING MAP, ACCESSED SEPTEMBER 29, 2020



22

PUD ____
JUNE 2021

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE



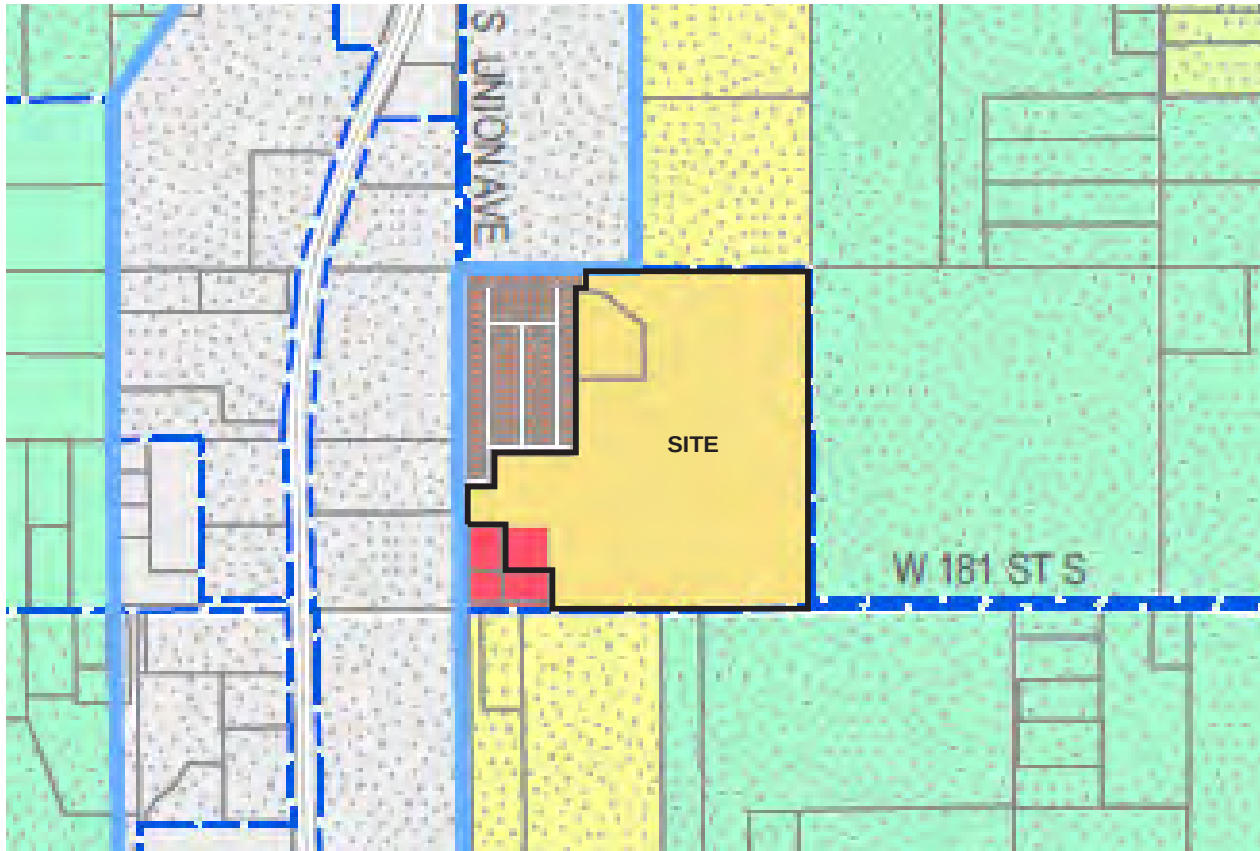
NORTH

PUD ____

Carson Trails

EXHIBIT H

COMPREHENSIVE PLAN MAP GLENPOOL 2030 COMPREHENSIVE PLAN



Legend

Land Use

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

- General Commercial
- Industrial Light
- Industrial Medium

Districts

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

Corridors

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

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

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

ADOPTED
11/14/2017



PUD ____

Carson Trails

EXHIBIT I OVERALL SITE AMENITIES & OPEN SPACE PLAN



PUD ____

Carson Trails

EXHIBIT J CONCEPTUAL PARK SITE PLAN



Park and amenities are conceptual in nature and subject to change due to platting and engineering requirements

- KEY NOTES**
- 1. WALKING TRAIL
 - 2. REST AREAS
 - 3. SHELTER
 - 4. PLAYGROUND
 - 5. BASEBALL FIELD
 - 6. BASKETBALL COURT
 - 7. RETENTION POND
 - 8. NATURE AREA
 - 9. PARKING
 - 10. STREET CROSSING



PUD Development Standards Crosswalk

for
PUD _____
19105 Carson Trails
Glenpool, Oklahoma

Item	Zoning Code	PUD	Notes
Permitted Uses			
1.	Tables 11-3-8/11-3-9 for RS-3, CS, AG	SF residential, accessory uses, neighborhood amenities, essential services	

Development Standards (Compared to RS-3)

2.	Maximum Density 500 lots	450 lots	Z.C. per min. land area per dwelling unit
3.	Minimum Lot Width 75 FT	60 FT (A) 65 FT (B)	
4.	Minimum Lot Size 9,000 SF	6200 SF (A) 7200 (B)	
5.	Maximum Building Height 35 FT	35 FT & 2 Stories	PUD: Architectural features 5' additional height
6.	Minimum Off-street Parking Per Table 11-6-3.1	Per Table 11-6-3.1	
7.	Minimum Required Loading Spaces 1	0	
8.	Minimum Land Area per Dwelling Unit 10,875 SF	7700 SF (A) 8400 SF (B)	Satisfied by proportion of lots to gross land area
9.	Minimum Livability Space Duplex 5,000 SF	2500 SF (A) 3300 SF (B)	May be located on lot or common open space
10.	Minimum Masonry 60%	75%	PUD first floor only
11.	Minimum Yard Setbacks Per RS-3	Per RS-3*	* Side Yards: Z.C. 10 FT / 5 FT; PUD 5 FT / 5 FT
12.	Other Bulk and Area Requirements Per RS-3	Per RS-3	

Miscellaneous Development Standards

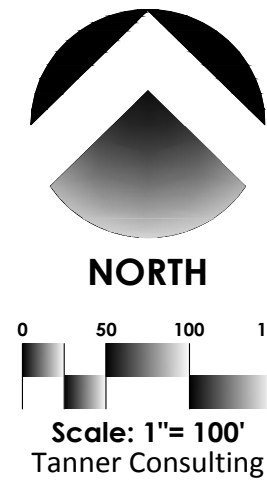
13.	Minimum Dwelling Size N/A	1200 SF (A) 1400 SF (B)	
14.	Signage Serving Neighborhood Amenities Per Zoning Code	Number and size varies	PUD: must be approp. f/purpose & neigh. scale
15.	Landscaping - Arterial Frontage Minimum Landscaped Strip Width 10 FT	10 FT	
16.	Landscaping - Arterial Frontage Minimum Landscaped Trees 1 per 50 LF	1 per 30 LF	
17.	Landscaping - Requirements Per Lot N/A	1 tree	large species; 2 IN caliper min.; replacmt. reqd.
18.	Amenities Required No	Yes	
19.	Plat PUD Restrictive Covenants Required Yes	Yes	
20.	Private CCRs Required No	Yes	

Preliminary Plat

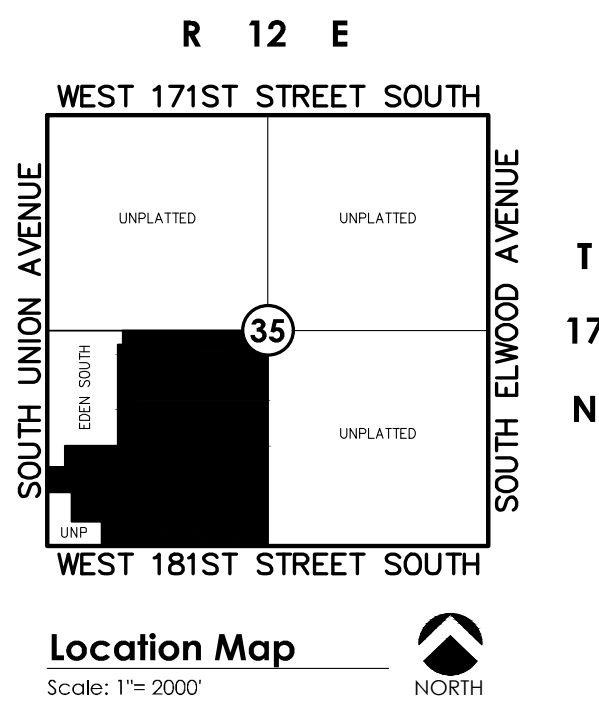
Preliminary Master Plat

CARSON TRAILS

PART OF THE SOUTH WEST QUARTER (SW/4), SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA



LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
INA	LIMITS OF NO ACCESS
PDE	PRIVATE DRAINAGE EASEMENT
RES	RESERVE
R/W	RIGHT-OF-WAY
U/L	UTILITY EASEMENT
929	ADDRESS ASSIGNED



SUBDIVISION CONTAINS:
THREE HUNDRED AND NINETY FOUR (394) LOTS
WITH FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 124.166 ACRES

OWNER/DEVELOPER:
Elwood Crossing, LLC
CONTACT: ALEX M. SHIRLEY, MANAGER
3714 West 113th Street South
Jenks, Oklahoma 74037
Phone: (918) 402-5402

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1835
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



DATE OF PREPARATION: May 7, 2021

Carson Trails
SHEET 1 OF 1

Preliminary Plat

CARSON TRAILS

PART OF THE SOUTH WEST QUARTER (SW/4,) SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ELWOOD CROSSING, LLC, A OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT ONE (1), BLOCK EIGHT (8), 'EDENSOUTH', AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4364), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1984.11 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 299.92 FEET; THENCE SOUTH 88°50'14" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 359.89 FEET; THENCE NORTH 1°14'18" WEST FOR A DISTANCE OF 360.10 FEET; THENCE SOUTH 88°48'08" WEST FOR A DISTANCE OF 296.09 FEET TO A POINT ON THE WEST LINE OF THE SW/4; THENCE NORTH 1°52'30" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 303.45 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF SAID ADDITION; THENCE ALONG THE SOUTH LINE OF THE ADDITION FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°48'43" EAST FOR A DISTANCE OF 215.00 FEET; THENCE NORTH 1°11'17" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 88°48'43" EAST FOR A DISTANCE OF 635.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID ADDITION, FOR A DISTANCE OF 443.00 FEET TO THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF SAID ADDITION; THENCE NORTH 0°48'13" WEST AND ALONG THE EAST LINE OF SAID BLOCK 5, FOR A DISTANCE OF 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 8; THENCE NORTH 1°15'08" WEST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 679.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°51'20" EAST AND ALONG THE NORTH LINE OF LOT 1, FOR A DISTANCE OF 61.04 FEET TO A POINT ON THE EAST LINE OF SAID ADDITION; THENCE NORTH 1°13'39" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF SAID ADDITION; THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 116.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'53" EAST AND ALONG THE NORTH LINE OF THE SW/4, FOR A DISTANCE OF 1734.38 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE SW/4, FOR A DISTANCE OF 2641.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 5,408,686 SQUARE FEET OR 124.166 ACRES.

AND THAT ELWOOD CROSSING, LLC, HERINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "CARSON TRAILS", A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA (WHENEVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "CARSON TRAILS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHENEVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE).

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, AND REPLACE WATER LINES, AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 ACCOMPANY PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN SOUTH UNION AVENUE AND 181ST STREET RIGHTS-OF-WAY AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF OWNER OF THE LOT OR RESERVE AREA OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

C. GAS SERVICE:

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

2. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND THE OWNERS OF THE LOT OR RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

D. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT OR RESERVE AREA.

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

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

E. LOT SURFACE DRAINAGE:

ALL LOTS AND RESERVE AREAS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION, AND THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS:

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

G. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH UNION AVENUE AND 181ST STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE GLENPOOL PLANNING COMMISSION AND THE GLENPOOL CITY COUNCIL, OR THEIR RESPECTIVE SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. RESERVE AREAS:

1. ALL RESERVE AREAS SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE PROPERTY OWNERS' ASSOCIATION ("THE ASSOCIATION"), ESTABLISHED PURSUANT TO SECTION III, HEREOF, AND ARE ESTABLISHED FOR USES SUCH AS STORMWATER DRAINAGE AND DETENTION, THE PROTECTION OF THE OVERHEAD ELECTRIC TRANSMISSION LINE, PRIVATE PARKS, PLAYGROUNDS, TRAILS, SIDEWALKS, AND OTHER PRIVATE RECREATIONAL FACILITIES, ENTRY FEATURES, SUBDIVISION IDENTIFICATION SIGNAGE, FENCING AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF GLENPOOL, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF GLENPOOL, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF GLENPOOL NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

I. STORMWATER DRAINAGE AND DETENTION EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS, STREETS, AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREAS UNLESS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL. ALL OTHER LANDSCAPING SHALL REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL. FENCES, WALLS, AND ENTRY FEATURES SHALL BE PERMITTED ALONG THE PERIMETERS OF STORMWATER DRAINAGE AND DETENTION EASEMENTS, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS.

4. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE RESPECTIVE OWNERS OF THE LOTS AND RESERVE AREAS CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNERS OF STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THEIR RESPECTIVE AREAS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS.

4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.

4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

4.3. STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN A STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY ACCUMULATED SILTATION OR OTHER OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE STORMWATER DRAINAGE AND DETENTION EASEMENT OWNER, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS AND/OR ASSIGNMENT OF THE STORMWATER DRAINAGE AND DETENTION EASEMENT MAINTENANCE TO THE ASSOCIATION. IN THE EVENT THE LOT OR RESERVE AREA OWNER CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS FAILS TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE RESERVE AREA OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

Preliminary Plat

CARSON TRAILS

PART OF THE SOUTH WEST QUARTER (SW/4), SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. (CARSON TRAILS) AS PROVIDED WITHIN SUBCHAPTER 4 OF THE GLENPOOL, OKLAHOMA ZONING CODE (ORDINANCE NO. 746), AND

WHEREAS, PUD NO. _____ WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF GLENPOOL PLANNING COMMISSION ON _____ AND APPROVED BY THE GLENPOOL CITY COUNCIL ON _____, AND _____ WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. _____) APPROVED _____, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE GLENPOOL ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF GLENPOOL, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH 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.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. _____ AS APPROVED BY THE CITY OF GLENPOOL, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD _____ AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF GLENPOOL ZONING CODE AS SUCH PROVISIONS EXISTED ON [INSERT DATE OF CITY COUNCIL APPROVAL OF PUD FINAL DEVELOPMENT PLAN].

B. DEVELOPMENT STANDARDS

[INSERT FINAL PUD DEVELOPMENT STANDARDS]

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN CARSON TRAILS (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO RESERVE AREAS, STORMWATER DRAINAGE, DETENTION, AND RETENTION EASEMENT AREAS, PRIVATE PARKS AND OTHER RECREATIONAL FACILITIES, ENTRY FEATURES, AND LANDSCAPING THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER OR THE ASSOCIATION.

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT:

EACH OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

D. ASSOCIATION TO BE BENEFICIARY:

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. EXPANSION RIGHTS OF THE ASSOCIATION:

THE OWNER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE PROPERTY OWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF RESERVE AREAS, OTHER COMMON AREAS, AND STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES LOCATED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER, UNTIL SUCH TIME AS THE OWNER RELINQUISHES THIS RIGHT TO THE PROPERTY OWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS, AND ASSIGNS. THE COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ANY OWNER OF A LOT OR RESERVE AREA, AND SUCH OWNER'S SUCCESSORS AND ASSIGNS, THE PROPERTY OWNERS' ASSOCIATION AS SET FORTH IN SECTION III. HEREIN, AND THE CITY OF GLENPOOL, OKLAHOMA.

B. DURATION:

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

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD _____ BY THE CITY OF GLENPOOL, OKLAHOMA, AND RECORDING OF A CERTIFIED COPY OF THE APPROVED AMENDMENT DOCUMENT WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO PUD _____ UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF GLENPOOL APPROVAL. THE COVENANTS CONTAINED WITHIN SECTION III. PROPERTY OWNERS' ASSOCIATION AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE GLENPOOL PLANNING COMMISSION AND/OR THE CITY OF GLENPOOL, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER, WITHOUT THE APPROVAL OF THE CITY OF GLENPOOL, UNTIL THE ASSOCIATION IS TURNED OVER TO THE LOT OWNERS, AFTER WHICH TIME SUCH AMENDMENT OR TERMINATION SHALL REQUIRE A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 60% OF THE LOTS WITHIN THE SUBDIVISION; PROVIDED THAT, DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, ANY CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS SHALL BE CONTROLLED BY THAT INSTRUMENT EXECUTED BY THE OWNER. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

D. SEVERABILITY:

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

IN WITNESS WHEREOF, ELWOOD CROSSING, LLC, A OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20____.

BY: _____
ALEX M. SHIBLEY, MANAGER OF LLC

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

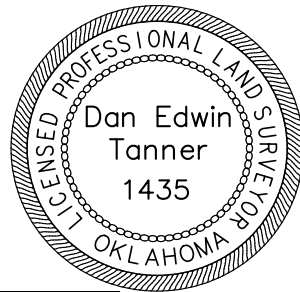
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED ALEX M. SHIBLEY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF ELWOOD CROSSING, LLC, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF ELWOOD CROSSING, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.



BY: _____
DAN E. TANNER
LICENSED LAND SURVEYOR
OKLAHOMA NO. 1435

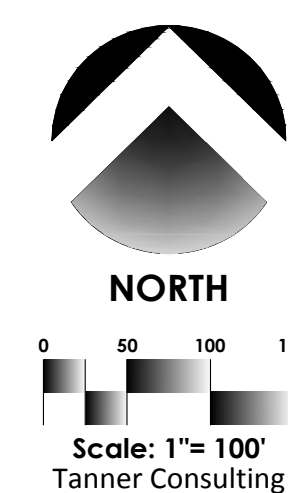
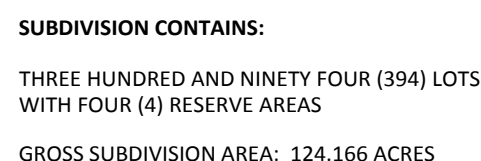
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20____, BY DAN E. TANNER, AS A LICENSED LAND SURVEYOR.

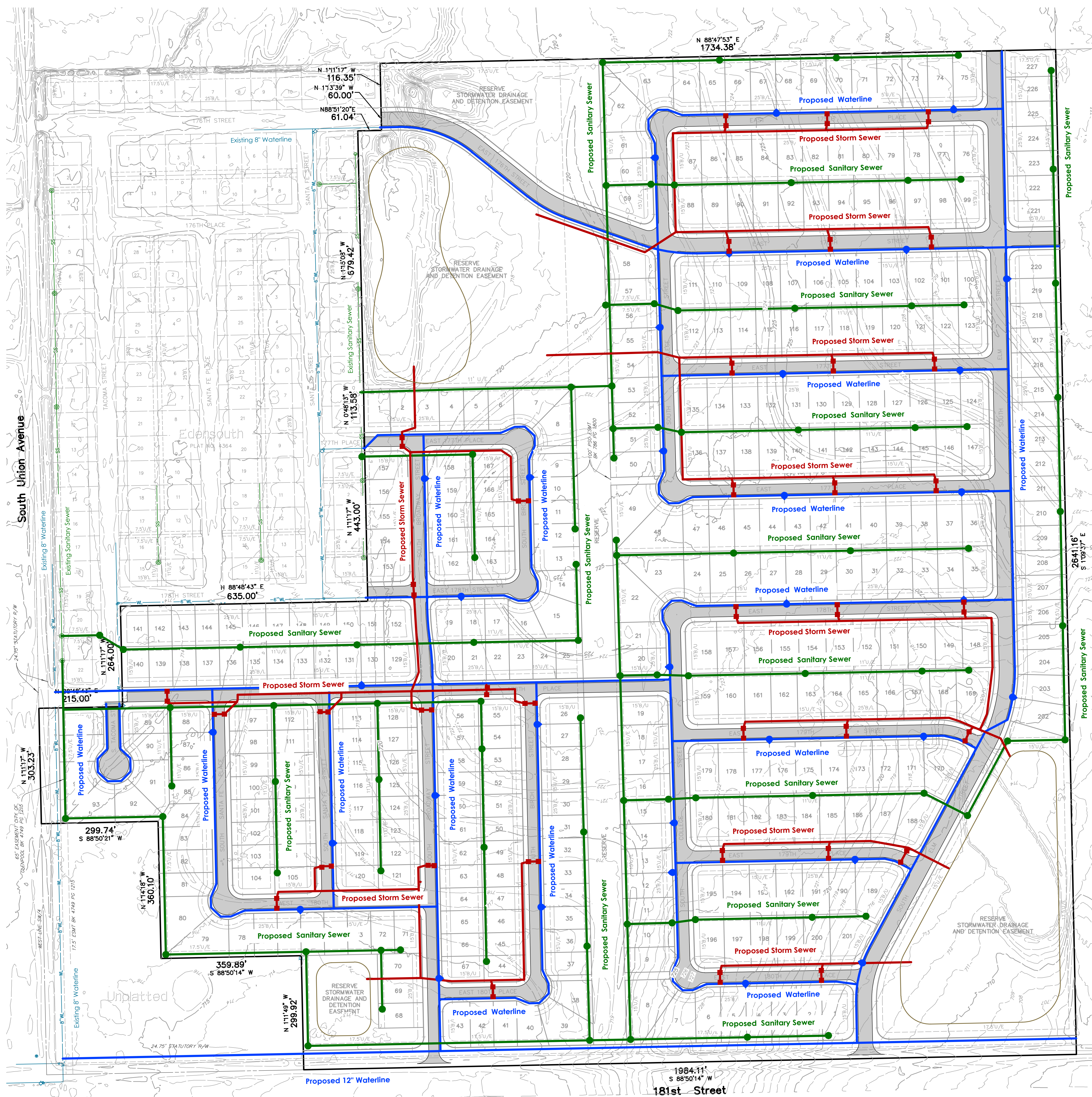
MY COMMISSION EXPIRES: _____ JENNIFER MILLER, NOTARY

PART OF THE SOUTH WEST QUARTER (SW/4,) SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CD	CHORD BEARING
CL	CHORD DISTANCE
Δ	CENTERLINE
DOC	DELTA ANGLE
ESMT	DOCUMENT EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
99/29	ADDRESS ASSIGNED
	SANITARY SEWER MANHOLE
	STORM SEWER INLET
	FIRE HYDRANT



DATE OF PREPARATION: May 7, 2021

Carson Trails
SHEET 1 OF 1

Legal Description

I. PROPERTY DESCRIPTIONS

Carson Trails consists of 124.166 acres located north and east of the northeast corner of 181st Street and South Union Avenue in the City of Glenpool, Oklahoma, and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT ONE (1), BLOCK EIGHT (8), 'EDENSOUTH', AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4364), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1984.11 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 299.92 FEET; THENCE SOUTH 88°50'14" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 359.89 FEET; THENCE NORTH 1°14'18" WEST FOR A DISTANCE OF 360.10 FEET; THENCE SOUTH 88°48'08" WEST FOR A DISTANCE OF 296.09 FEET TO A POINT ON THE WEST LINE OF THE SW/4; THENCE NORTH 1°52'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 303.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID ADDITION; THENCE ALONG THE SOUTH LINE OF THE ADDITION FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°48'43" EAST FOR A DISTANCE OF 215.00 FEET; THENCE NORTH 1°11'17" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 88°48'43" EAST FOR A DISTANCE OF 635.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID ADDITION, FOR A DISTANCE OF 443.00 FEET TO THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF SAID ADDITION; THENCE NORTH 0°48'13" WEST AND ALONG THE EAST LINE OF SAID BLOCK 5, FOR A DISTANCE OF 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 8; THENCE NORTH 1°15'08" WEST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 679.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°51'20" EAST AND ALONG THE NORTH LINE OF LOT 1, FOR A DISTANCE OF 61.04 FEET TO A POINT ON THE EAST LINE OF SAID ADDITION; THENCE NORTH 1°13'39" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF SAID ADDITION; THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 116.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'53" EAST AND ALONG THE NORTH LINE OF THE SW/4, FOR A DISTANCE OF 1734.38 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE SW/4, FOR A DISTANCE OF 2641.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 5,408,686 SQUARE FEET OR 124.166 ACRES.

The above described property will hereinafter be referred to as the "Site" or "Subject Property" and is depicted on Exhibit A, "Aerial Photography & Boundary Depiction."

Development Area A consists of 50.609 acres and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT ONE (1), BLOCK EIGHT (8), 'EDENSOUTH', AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4364), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1203.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°50'14" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 781.04 FEET; THENCE NORTH 1°11'49" WEST FOR A DISTANCE OF 299.92 FEET; THENCE SOUTH 88°50'14" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 359.89 FEET; THENCE NORTH 1°14'18" WEST FOR A DISTANCE OF 360.10 FEET; THENCE SOUTH 88°48'08" WEST FOR A DISTANCE OF 296.09 FEET TO A POINT ON THE WEST LINE OF THE SW/4; THENCE NORTH 1°52'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 303.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID ADDITION; THENCE ALONG THE SOUTH LINE OF THE ADDITION FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°48'43" EAST FOR A DISTANCE OF 215.00 FEET; THENCE NORTH 1°11'17" WEST FOR A DISTANCE OF 264.00 FEET; THENCE NORTH 88°48'43" EAST FOR A DISTANCE OF 635.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID ADDITION, FOR A DISTANCE OF 443.00 FEET TO THE SOUTHEAST CORNER OF BLOCK FIVE (5) OF SAID ADDITION; THENCE NORTH 0°48'13" WEST AND ALONG THE EAST LINE OF SAID BLOCK 5, FOR A DISTANCE OF 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 8; THENCE NORTH 1°15'08" WEST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 679.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°51'20" EAST AND ALONG THE NORTH LINE OF LOT 1, FOR A DISTANCE OF 61.04 FEET TO A POINT ON THE EAST LINE OF SAID ADDITION; THENCE NORTH 1°13'39" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF LOT THIRTEEN (13), BLOCK SEVEN (7) OF SAID ADDITION; THENCE NORTH 1°11'17" WEST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 116.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°47'53" EAST AND ALONG THE NORTH LINE OF THE SW/4, FOR A DISTANCE OF 511.14 FEET TO A POINT; THENCE SOUTH 1°35'53" EAST, FOR A DISTANCE OF 2640.40 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,204,521 SQUARE FEET OR 50.609 ACRES.

Development Area B consists of 73.546 acres and is more particularly described with the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 35, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE SOUTH 88°50'14" WEST AND ALONG THE SOUTH LINE THEREOF, FOR A DISTANCE OF 1203.07 FEET TO A POINT; THENCE NORTH 1°35'53" WEST FOR A DISTANCE OF 2640.40 FEET TO A POINT ON THE NORTH LINE OF THE SW/4; THENCE NORTH 88°47'53" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 1223.25 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 1°09'37" EAST AND ALONG THE EAST LINE OF THE SW/4, FOR A DISTANCE OF 2641.16 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,203,646 SQUARE FEET OR 73.546 ACRES.

TO: MAYOR AND COUNCILORS OF THE GLENPOOL CITY COUNCIL
FROM: GERALD S. GILBERT, PLANNING DIRECTOR
**RE: AMENDMENTS TO PLANNED UNIT DEVELOPMENT PROVISIONS OF
TITLE 11 ZONING CODE**
DATE: JUNE 21, 2021

BACKGROUND:

The current Zoning Regulations of the City of Glenpool, at Title 11 of the Code of ordinance were approved and adopted by the City Council on November 14, 2017, by Ordinance No. 746. Provisions for the implementation of Planned Unit Developments ("PUDs") in the City of Glenpool are scattered throughout the Code making it difficult for staff and an applicant to ascertain the requirements without multiple cross-references. In addition, during the interim between the adoption of Ordinance No. 746 and the proposal of this Amendment, these scattered references and provisions have proven to be inconsistent in certain instances, unnecessarily cumbersome, and have prevented the Planning Commission and the City Council from considering certain PUD arrangements that ought to be considered. Most notably, it is unclear in the current standards for a PUD whether the Council may or may not approve a PUD with residential density which exceeds that of the RS-3 zone. The intent is that denser residential development may be considered but only subject to compensating benefits in the form, for example of recreational and aesthetic amenities. Other examples of deficiencies in the current PUD provisions include the failure to envision mixed use developments that could, theoretically, include any use permitted in the Code except mobile homes and medium industrial.

PLANNING COMMISSION RECOMMENDATION:

Following a public hearing on June 14, 2021, the Planning Commission voted unanimously to recommend that the City Council approve the proposed amendments.

Staff agree that these changes will be desirable and beneficial to the carrying out of the municipal zoning function.

ATTACHMENT:

Ordinance No. 788, An Ordinance Of The City Of Glenpool, Oklahoma, Amending Title 11 Of The City Code Of Ordinances (Zoning Regulations), By Amending:

- (i) Section 11-1-7.C. Abrogation (Effect Of November 14, 2017, Code On Previous Code Provisions);
- (ii) Section 11-2-2 Definitions (Planned Unit Development);
- (iii) Section 11-3-2 Districts Established;
- (iv) Table 11-3-2 Zoning Districts Established;

- (v) Table 11-3-8 Residential Uses By Zoning District;
- (vi) Table 11-3-9 Nonresidential Uses By Zoning District;

And Adding:

Chapter 11 Planned Unit Development (PUD);

And Repealing All Ordinances And Resolutions Or Parts Of Ordinances And Resolutions In Conflict Herewith; Providing For Severability And Correction Of Clerical Error; And Declaring An Emergency

CITY COUNCIL OF THE CITY OF GLENPOOL

ORDINANCE NO. 788

AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING TITLE 11 OF THE CITY CODE OF ORDINANCES (ZONING REGULATIONS), BY AMENDING:

- (i) SECTION 11-1-7.C. ABROGATION (EFFECT OF NOVEMBER 14, 2017, CODE ON PREVIOUS CODE PROVISIONS);**
- (ii) SECTION 11-2-2 DEFINITIONS (PLANNED UNIT DEVELOPMENT);**
- (iii) SECTION 11-3-2 DISTRICTS ESTABLISHED;**
- (iv) TABLE 11-3-2 ZONING DISTRICTS ESTABLISHED;**
- (v) TABLE 11-3-8 RESIDENTIAL USES BY ZONING DISTRICT;**
- (vi) TABLE 11-3-9 NONRESIDENTIAL USES BY ZONING DISTRICT;**

AND ADDING:

**CHAPTER 11 PLANNED UNIT DEVELOPMENT (PUD);
AND REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF
ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR
SEVERABILITY AND CORRECTION OF CLERICAL ERROR; AND DECLARING AN
EMERGENCY**

WHEREAS, Title 11, ZONING REGULATIONS, of the City of Glenpool Code of Ordinances was approved and adopted by the City Council on November 14, 2017, by Ordinance No. 746; and

WHEREAS, The ZONING REGULATIONS as approved and adopted by Ordinance No. 746 include various scattered references and provisions for the implementation of Planned Unit Development ("PUD") in the City of Glenpool; and

WHEREAS, During the interim between the adoption of Ordinance No. 746 and the proposal of this Ordinance No. 788, such scattered references and provisions have proven to be inconsistent in certain instances and unnecessarily cumbersome, and have prevented the Planning Commission and the City Council from considering certain PUD arrangements that ought to be considered; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 14-101, of the Oklahoma Statutes, a municipal governing body may enact ordinances, rules and regulations not inconsistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 22-120, of the Oklahoma Statutes, a municipal governing body may enact and enforce such ordinances, rules and regulations as it deems necessary for the protection of the public health, safety, morals or the general welfare of the community that are not inconsistent with state law; and

WHEREAS, The Oklahoma Municipal Code, Title 11, Section 14-101, provides that the municipal governing body may repeal, alter or amend municipal ordinances, rules and regulations as the governing body ordains; and

WHEREAS, The City Council of the City of Glenpool has considered the recommendation of the Planning Commission to approve and adopt this Ordinance No. 788 and agrees that doing so will be desirable and beneficial to the carrying out of the municipal zoning function.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, THAT:

Section 1. Section 11-1-7.C. Abrogation, of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

Chapter 1 Title, Purposes, Interpretation, and Jurisdiction

Subchapter 2: Effect of Regulations

11-1-7: Abrogation.

- C. The provisions of this Title shall not be construed to prevent the development of properties that were zoned RS-4 with a Planned Unit Development (PUD) overlay when RS-4 was among the zoning districts established by this Title, provided that the development of such properties shall fully comply with all the development requirements of this Title 11, as they existed upon the adoption of Ordinance 665 on September 17, 2012, and any other development requirements that may have been imposed by City Council as conditions of the approval of RS-4 zoning with a PUD.

Section 2. Section 11-2-2 DEFINITIONS, of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

Chapter 2

Rules and Definitions

11-2-2. Definitions.

PLANNED UNIT DEVELOPMENT: A discretionary type of development for a tract of land under single ownership or control, based upon an approved development plan permitting flexibility of principal land uses, lot sizes and accessory uses not otherwise available under conventional development standards. [See Chapter 11.]

Section 3. Section 11-3-2 DISTRICTS ESTABLISHED, of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

Chapter 3

Zoning Districts and Map

Subchapter 1: Zoning Districts.

11-3-2: Districts Established.

In order to implement the Comprehensive Plan and the other purposes of this Title, the City is divided into the zoning districts set out in Table 11-3-2, below. The regulations as set out herein are uniform throughout each district.

Section 4. Table 11-3-2 Zoning Districts Established, of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

Table 11-3-2 Zoning Districts Established			
District Type	District Abbreviation	District	The purpose of this district is to:
Agricultural	AG	Agricultural	Preserve agricultural and farmstead uses.
	PUD	Planned Unit Development	Allow a variety of agricultural, residential and non-residential uses listed in Tables 11-3-8 and 11-3-9, subject to the approval of a PUD.
Residential Districts			
Residential Single Family	RE	Residential Estate	Allow the development and conservation of single-family detached homes in a suitable environment for family life on large parcels of land at a low population density.
	RS-1	Single-Family Low Density	Allow conventional subdivisions of single-family detached dwellings.
	RS-2	Single-Family Medium Density	Allow conventional subdivisions of single-family detached dwellings.
	RS-3	Single-Family High Density	Allow conventional subdivisions of single-family detached dwellings.
	PUD	Planned Unit Development	Allow a variety of single-family detached dwellings, along with appropriate non-residential uses, on a variety of lot sizes subject to the approval of a PUD.
Residential Multi-Family	RD	Duplex	Allow duplex and townhouse development on single lots.
	RM-1	Multi-Family Low Density	Allow the development and conservation of low density multi-family dwelling types, such as garden homes, duplexes and townhouses, in suitable environments.
	RM-2	Multi-Family Medium Density	Allow the development and conservation of multi-family dwelling types, such as garden apartments, townhouses and apartments, in suitable environments.
	RMT	Multi-Family Townhouse	Allow the development of single-family attached townhouse dwellings on separate lots that are designed expressly for separate ownership.
	PUD	Planned Unit Development	Allow a variety of single- and/or multi-family dwelling types, along with appropriate non-residential uses, on a variety of lot sizes and lot widths, subject to the approval of a PUD.
Residential Manufactured Home	RMH [PUD is not permitted in any RMH zone except by special exception]	Mobile Home Park	Allow mobile homes in a mobile home park.
		Manufactured Home Subdivision	Allow HUD code manufactured homes on subdivided lots.
		Manufactured Home Park	Allow manufactured homes in a park layout.

Table 11-3-2 (cont'd) Zoning Districts Established			
District Type	District Abbreviation	District	The purpose of this district is to:
Nonresidential Districts			
Office	OL	Office Low Intensity	Allow the development and preservation of low intensity office development.
	OM	Office Medium Intensity	Allow area for offices, with certain community facilities normally compatible with primary office uses, to preserve existing medium intensity office development and to facilitate the development of new medium intensity office areas.
	PUD	Planned Unit Development (Mixed Use)	Allow a variety of office, multi-family residential, and low-impact commercial uses to create mixed-use development, subject to the approval of a PUD.
Commercial	CS	Commercial Shopping Center	Allow a range of neighborhood convenience and regional shopping centers to provide a wide range of retail and personal service uses where all uses generally occur indoors.
	CG	Commercial General	Allow a broad range of more intensive commercial uses that may have outdoor use, display, or storage.
	PUD	Planned Unit Development (Mixed Use)	Allow a variety of CS and/or CG, office and residential uses to create mixed-use development, subject to the approval of a PUD.
Industrial	IL	Light Manufacturing Research and Development	Allow an office, research, and technology park with enhanced site and building standards to create a high quality, campus-like employment center.
	PUD	Planned Unit Development (Mixed Use)	Allow a variety of IL, CG, OL and OM uses to create mixed-use development, subject to the approval of a PUD. Generally, not suitable for residential uses though not prohibited.
	IM [PUD is not permitted in an IM Zone except by special exception]	Industrial, Moderate	Allow industrial and heavy commercial uses that may include manufacturing, fabrication, processing, and warehousing with outdoor operations.

Section 5. Table 11-3-8 Residential Uses by Zoning Districts, of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-8 Residential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Accessory Dwelling Unit	L	L	L	L	L	-	-	-	-	-	-	-	-	-	-	-	-
Bed and Breakfast Inn	P	P	L	L	L	-	-	-	L	-	L	-	-	-	-	-	P
Community Group Home	E	E	E	E	E	E	E	E	E	-	-	-	-	-	-	-	E
Day Care Center	P	L	L	L	L	E	-	-	-	-	-	-	-	-	-	-	P
Dwelling, Apartment (7+ dwelling units)	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	P
Dwelling, Duplex	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Lot Line (Patio)	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Modular	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Multiplex (3-5 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Dwelling, Single-Family	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	P
Dwelling, Townhome (3-6 dwelling units)	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P
Elderly / Retirement Home	P	-	-	-	-	E	E	E	E	-	-	-	-	-	-	-	P
Family Day Care Home	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	-	P
Foster Home	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	L
Home Occupation	P	E	E	E	E	E	E	E	E	E	-	-	-	-	-	-	P
Life Care Retirement Center	P	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Manufactured Home Park or Subdivision, RV Park	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Neighborhood Group Home	P	L	L	L	L	L	L	L	-	-	-	-	-	-	-	-	E
Protective Shelter, Emergency	P	P	-	-	-	-	L	L	-	-	-	-	P	P	-	-	-
Residential Care Facility	L	L	L	L	L	L	L	L	L	L	-	-	-	-	-	-	E
Residential Treatment Center	E	E	E	S	S	-	-	-	-	-	-	-	-	-	-	-	E
Rooming and Boarding House	LA	LA	LA	LA	LA	-	-	-	-	-	-	-	-	-	-	-	-
Transitional Living Center	L	S	S	S	S	-	-	-	-	-	S	S	-	-	P	P	P

Section 6. Table 11-3-9 Non-Residential Uses by Zoning District of the Code of Ordinances of the City of Glenpool, Oklahoma, shall be and hereby is amended to read as follows:

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Adult Day Care, Care Home	E	E	E	E	E	E	E	E	E	-	E	E	-	-	-	-	P
Alcohol Sales, Off-Site Consumption	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Assisted Living, Congregate Care	P	-	-	-	-	-	P	P	P	-	P	P	-	-	-	-	P
Automobile, Major Service	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Automobile, Minor Service	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-
Automobile, Rental or Sale	P	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Bank, Financial Institution	P	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P
Business Park	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Cemetery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E
Child Care Center	P	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Church/Other House of Worship	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
College, Technical, or Vocation School	P	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Commercial Drive-In / Drive-Through Food	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P
Concrete, Asphalt Batching Temporary	-	-	-	-	-	-	-	-	-	-	-	-	-	TS	TS	T P	-
Concrete, Asphalt Batching Permanent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Construction Services	P	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-
Convenience Retail and Service	P	-	-	-	-	-	-	-	-	-	LA	LA	P	P	P	P	P
Craft Brew / Restaurant, Wine Tasting	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Detention / Correctional Facility	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	S
Drilling/Operation of Oil/Gas Wells	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Drive-In Theatre	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Regulating Station	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Essential Services	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P
Extraction (Gas, Gravel, Minerals, Oil, Sand)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Food Processing	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Funeral Home, Mortuary	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	S
Farm, Agricultural	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Gas Station	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Land Use																
	Agricultural / Residential											Nonresidential					PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Golf Course	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Grocery	P	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Heavy Retail	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Helipoint, Accessory	A	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A
Hospital, Clinic, Lab, Medical Office	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Hotel, Motel	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Indoor Recreation and Amusement, Commercial Intensive	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Indoor Recreation, Fitness, Health Club	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	P
Industrial, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Industrial, Light, Flex Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Kennel	L	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Landfill (Disposal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Library	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	E
Lumberyard	-	-	-	-	-	-	P	P	-	-	P	P	P	P	-	-	S
Medical Marijuana	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Mining, Quarry, Earth Extraction	S	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	E
Museum or Art Gallery	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	P
Nursery of Trees, Shrubs; Green House	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P
Nursing, Convalescent Home	P	-	-	-	-	-	-	-	-	-	-	-	LA	LA	-	-	P
Office, General	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P
Outdoor Recreation, Commercial Intensive	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Outdoor Recreation, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outdoor Sales and Display, Permanent	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Outdoor Sales and Display, Seasonal	P	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-
Pawnshop, Short Term Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	E
Personal Services	-	-	-	-	-	-	-	-	-	-	L	L	P	P	P	P	P
Place of Assembly	P	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Private Club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	E
Public / Private School1	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	E
Research, Testing Lab, Product Development	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	E
Restaurant	-	-	E	E	E	E	E	E	E	E	-	-	P	P	-	-	P

TABLE 11-3-9 Nonresidential Uses by Zoning District																	
Land Use	Zoning Districts																
	Agricultural / Residential										Nonresidential						PUD
	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Retail Plant Nursery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	E
Salvage Facility				-	-	-	-	-	-	-	-	-	P	P	-	-	-
Self-Storage Facility, Exterior Access	AG	RE	RS-1	RS-2	RS-3	RD	RM-1	RM-2	RMT	RMH	OL	OM	CS	CG	IL	IM	PUD
Self-Storage Facility, Interior Access	S	S	S	S	S	S	S	S	S	S	S	S	L	L	P	P	P
Shopping Center: Neighborhood	TS	-	-	-	-	-	-	-	-	-	-	-	TS	TS	TS	TS	P
Shopping Center: General Retail	L	L	-	-	-	-	-	-	-	-	-	-	-	L	L	L	P
Storage of Flammable or Noxious Substances	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	E	-
Tavern, Night Club	P	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	E
Telecommunication, Mounted Antenna	L	L	L	L	L	L	L	L	L	L	P	P	P	P	P	P	P
Telecommunication, Wireless Tower	S	S	S	S	S	S	S	S	S	S	S	S	L	L	P	P	E
Temporary Open Air Carnival, Circus, Event	TS	-	-	-	-	-	-	-	-	-	-	-	TS	TS	TS	TS	-
Wind Energy Conversion System	L	L	-	-	-	-	-	-	-	-	-	-	-	L	L	L	-
Vending Kiosk, ATM	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Veterinary Clinic	P	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P

Section 7. Chapter 11 Planned Unit Development (PUD), of the Code of Ordinances of the City of Glenpool shall be and hereby is added in its entirety as a new chapter to read as follows:

Chapter 11 Planned Unit Development (PUD)

	PAGE
Section 1: Statutory and Code Authorization, Purposes and Goals.....	#
Section 2: Code Provisions and Standards	#
Section 3: Building the PUD Development Plan.....	#
Section 4: Application Process.....	#
Section 5: Planning Commission Review	#
Section 6: City Council Review	#
Section 7: Administration	#
Section 8: Site Plan Review	#
Section 9: Minor Amendment	#
Section 10: Major Amendment	#

11-11-1: STATUTORY AND CODE AUTHORIZATIONS, PURPOSES AND GOALS OF A PUD

- A.** Planned Unit Development (“PUD”) design and implementation is authorized by Oklahoma Statutes at Title 11 § 43-110, *et seq.*, the City of Glenpool Comprehensive Plan, and this Chapter 11 of the Zoning Ordinance with the purpose of according to the Planning Commission and City Council sufficient discretion to implement development and design standards that may or may not conform to residential and/or non-residential standards otherwise applicable in conventional zoning districts when such deviations serve a benefit to the community and are offset by considerations that may equal or exceed standards elsewhere in the Code.
- B.** PUD requirements are intended to permit the applicant maximum flexibility in the regulation of land development; encourage innovation in land use and variety in design; lay out the type of structures to be constructed; achieve efficiency in the use of land, natural resources, and energy; provide for public services and utilities; encourage useful, common open space; and provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the City of Glenpool and most especially those within and in proximity to the proposed PUD than otherwise available.
- C.** **It is the intent of a PUD that permissive latitude in the imposition of site plan and design standards, when offset by beneficial concessions from the applicant, serve a greater good than could be accomplished on the same property if subject to the limitations of a traditional zoning district.**

11-11-2: CODE PROVISIONS AND STANDARDS

A. Applicability.

- 1. A PUD Application may more correctly be understood as an application for a Zoning Map Amendment (Rezoning) as set out in Section 11-9-8. Except as otherwise set forth in this Chapter 11 for a zone change to PUD, the requirements of Section 11-9-8 shall be followed.
- 2. PUD application shall be reviewed as to the proposed location and conformity of proposed uses with those identified as Residential in Table 11-3-8 or with those identified as Non-Residential in Table 11-3-9, as well as compatibility with neighboring uses.
- 3. Nothing shall prevent the City Council from approving residential or non-residential design standards not otherwise available in any conventional zoning district recognized by this Code, provided that any ordinance approving such standards adopts a PUD with elements compensating beneficially for the otherwise non-conforming standards.
- 4. The following types of development can only be achieved by use of a PUD and are encouraged by the City:

- a. Mixtures of residential types, densities, dwelling sizes and heights, lot sizes and widths, and design characteristic in a single cohesive manner throughout the development.
 - b. Mixtures of residential types with specific nonresidential uses in appropriate locations relative to residential uses and with standards to ensure the compatibility and design integration of all uses.
 - c. Residential development in dwelling units that facilitate and preserve common open space, protect natural resources, provide corridors for linear parks and bikeways, buffer different use types, buffer streams, wetlands, and floodplains to improve water quality and minimize flood risk, ensure safe and convenient traffic circulation and emergency access, and provide areas for active and passive recreation opportunities.
5. **District Types.** A PUD application may be permitted for land located within the following District types, as shown on Table 11-3-2:
- a. Agricultural (AG)
 - b. Residential Single Family (RE, RS-1, RS-2, RS-3)
 - c. Residential Multi-Family (RD, RM-1, RM-2, RMT)
 - d. Office (OL, OM)
 - e. Commercial (CS, CG)
 - f. Industrial Light (IL)
6. **Non-PUD Districts.** A PUD application will not be considered in locations with the following District types except subject to a Specific Use Permit:
- a. Residential Manufactured Home (RMH)
 - b. Industrial Moderate (IM)
- B. Uses.** Residential and Nonresidential Uses that are permissible within a PUD District are identified on Tables 11-3-8 and 11-3-9, respectively. Similarity or compatibility of uses not listed in such tables to uses that are listed shall be within the judgment of the City Planner, Planning Commission and City Council in their respective capacity.
- C. Residential Development Standards.** PUD's shall meet or exceed Residential Development Standards in the conventional district type to be displaced by a PUD, as shown on Table 11-4-5, *provided that* Lot Width, Lot Area, Land Area Per Dwelling Unit, and Setbacks may be exempt from minimum standards shown or may incorporate standards unique to the proposed PUD if, in the judgment of the City Planner, Planning Commission and City Council, resulting density of dwelling units is offset by shared amenities and common open-space or recreational areas not otherwise available in conventional zoning districts.
- D. Non-Residential Development Standards.** All PUD's shall meet or exceed Non-Residential Development Standards in the conventional district type to be displaced by a PUD, as shown on Table 11-4-8, *provided that* Lot Width, Lot Area, Floor to Area Ratio

and Setbacks may be exempt from minimum standards shown for Office, Commercial and/or Industrial Light uses if, in the judgment of the City Planner, Planning Commission and City Council, such flexibility facilitates corresponding beneficial development not otherwise available in conventional zoning districts.

E. Parking Requirements. All PUDs shall meet or exceed the respective Residential, Institutional, Recreation, and Commercial Use Parking Requirements in the conventional District type to be displaced as provided in Tables 11-6-3.1, 11-6-3.2 and 11-6-3.3, respectively, *provided that* shared or multiple-facility parking arrangements may be considered where deemed feasible and safe.

F. Landscaping, Screening and Bufferyards. All PUDs shall meet or exceed the Landscaping, Screening and Bufferyard Requirements set forth in Subchapter 2 of Chapter 6 of this Title, *provided that* greater flexibility may be permitted in order to facilitate the shared purposes of the PUD.

G. Phased PUD Development.

1. Final approval may be granted on each phase of multi-phased planned unit developments *provided that* each phase contains the necessary consideration of the natural environment and the health, safety, and welfare of the users of the planned unit development and the landowners immediately adjacent thereto.

2. Incremental development of public improvements, landscaping, buffering, and aesthetic and recreational amenities within a single-phase development or within each phase of a multi-phased development is not intended to fall within this provision for phased developments. The sequence and timing of development of all components of any single- or multi-phased PUD shall be articulated as part of the PUD Development Plan subject to staff review and approval.

11-11-3: BUILDING THE DEVELOPMENT PLAN

A. Purpose of the PUD Development Plan

1. The "PUD Development Plan" is the foundational document into which details of any PUD will be incorporated. Great care is required of the applicant and staff to ensure sufficient detail is provided the Planning Commission and City Council in the PUD Development Plan for meaningful evaluation, recommendations and review/action.
2. A PUD Development Plan supports phasing for large projects because it allows the developer to make changes based on market factors, infrastructure costs, and other considerations without having to renegotiate a detailed PUD Development Plan before moving to the next phase.
3. The PUD Development Plan should serve as a site plan at the lot level that shows uses, densities and intensities, building elevations, open space, circulation and utility systems, grading, landscaping, circulation systems, and other project features, such as signage and lighting. It may also show floor area and height and include sketches. Documents showing easements and dedications should be added in anticipation of preparing a preliminary and final plat. This kind of plan, with the engineering, time,

and resources that go with it, requires a major investment, but cost should be lessened by building on the foundation of a good PUD Development Plan.

B. Content of the PUD Development Plan.

An applicant may propose one or more uses, expressly prohibit certain uses, or itemize the list of uses proposed for the PUD. Uses should be proposed in aesthetically and intuitively reasonable locations based on surrounding uses, roads, utility services and the ability to provide buffer areas to ensure that all uses in the PUD, and outside the PUD, are compatible. These elements should be presented as follows:

1. *Graphic Development Plan.*

- a. Proposed PUD uses shall be illustrated in a way that shows:
 - i. Where each use is to be located;
 - ii. Proposed acreage of each use;
 - iii. Proposed density of each residential use (gross units per acre);
 - iv. Proposed intensity of each nonresidential use (ratio of floor area to site area);
 - v. Detailed design standards such as lot dimensions and linkage; and
 - vi. How open space is proposed to be used as buffers, preserved as common open space, or used for recreational purposes.
- b. A map depicting physiographic information for the subject property such as soil types, topography and any severe slopes, geology, vegetation, flood plain boundaries and the location and availability of water and sanitary sewer services.

2. *Narrative Development Plan.*

- a. **Development Standards.** The applicant shall propose and describe in narrative form the objectives and intended character of the proposed development as well as specific development standards to govern each proposed use in the PUD. This may be done either by referencing the development standards of specific zoning districts in this Title or by proposing a unique set of development standards for each use in the PUD.
 - b. **Collateral Information.** Along with basic use and dimensional standards, the development standards narrative shall outline an architectural design palette, sign program, and amenity program, and also specify how open spaces and other common areas will be designed and maintained.
- ### **3. *Design Elements.*** Following is a representative list of design elements that are typically encouraged or required by the City in general and particularly within PUDs:
- a. Aerated ponds surrounded by trails and other amenities, or dry detention with appropriate slopes to allow active recreation.
 - b. Wider sidewalks and markings that can accommodate pedestrians and bicycles.
 - c. Linear parks or trails that can connect to other local and regional trail networks and adjoining development.

- d. The use of unified and consistent design elements, such as materials, colors, and design for perimeter walls or fencing, primary road frontage, entry signs, and amenities in the development.
 - e. Provision of common open space designated for trails, playgrounds, active or passive recreation and as water quality buffer areas.
 - f. Preservation of trees and sensitive areas to enhance the appearance of the perimeter of the development, provide buffers between uses, and enhance livability.
 - g. Buffer areas and design elements to minimize noise and traffic disruption potentially created by any office, light industrial or commercial uses.
 - h. Potable water delivery, stormwater and sanitary sewer systems, fire protection, emergency access and traffic configuration must be addressed in a manner indicative of the PUD Development Plan.
 - i. Signage and street lighting that conform to Code standards unless deviation offers an improvement.
4. *Design Standards.* Every PUD proposed for the City's consideration shall be unique, meaning there are no universally applicable development standards. Development standards that are deemed appropriate for each PUD shall be derived by the following factors, without limitation:
- a. *Context Sensitivity.* Identify existing uses and streets that adjoin the PUD or that are proposed to adjoin the PUD. The Future Land Use Map and Major Street and Highway Plan should be consulted.
 - b. *Site Constraints.* Identify development constraints on the property where the PUD is proposed, and on adjoining sites. Examples of constraints include uneven terrain, steep slopes, creeks and other water features, wetlands and floodplains, dense tree cover, and any pre-existing mineral extraction facilities. Natural constraints should be treated as opportunities that, when preserved, will provide meaningful open space, greenbelts for linear parks and trails, and land use buffers, as well as focal points within a development.
 - c. *Linkage.* It is essential that PUDs are designed in a manner that will provide appropriate auto, pedestrian, bicycle and utility linkages between existing and future development, as well as safe, convenient access to arterial streets and/or highways and adequate emergency access.
 - d. *Site Visibility.* The perimeter of the development, particularly along highways and arterial and collector streets, must be designed appropriately with greenbelts, decorative walls or fencing, and landscaping to create a positive appearance for community residents and those traveling through the City.
5. *Following details should be included:*
- a. The approximate number of acres of each type of land use.
 - b. The character, density, and intensity of dwellings, structures, and uses on each section of the PUD.

- c. Justification for the proposed uses, density and/or intensity in relation to existing or proposed surrounding uses.
- d. General discussion of anticipated impacts that build-out may have on community facilities and the measures necessary to address those impacts.
- e. Linkages of utility and roadway infrastructure.
- f. Common open areas, public uses, amenities and common use facilities to be dedicated to the City or reserved in common ownership.
- g. Proposed off-street parking and loading areas.
- h. A circulation plan showing proposed car, truck, bicycle, and pedestrian networks and their relationship with existing or proposed streets.
- i. Any special engineering features, such as, but not limited to, stormwater detention areas, drainage plan, utility plan and traffic control improvements.
- j. A development schedule indicating:
 - i. The approximate date when construction of the project is expected to commence.
 - ii. The approximate sequence and timing of when public improvements, landscaping, buffering, and aesthetic and recreational amenities are proposed to begin and be completed in conjunction with the project schedule for the development as a whole or within each phase of a multi-phase project. See Section 11-11-2. G. 1. and 2 above.
 - iii. The location and area of common open spaces that will be provided at each stage.
- k. Legal agreements, provisions, and/or covenants and restrictions to govern the use and maintenance of common areas, including public infrastructure, utility easements, detention basins, etc.

11-11-4. APPLICATION REQUIREMENTS FOR DEVELOPMENT PLAN

A. Preliminary Administrative Steps

1. *Consultation.* Prior to submitting an application, the applicant shall meet with the City Planner in one or more conferences, to include other Community Development staff in the discretion of the City Planner. Notes of any such conference(s) shall be taken by the City Planner, provided to the applicant, and become a permanent part of the application in the official records of the City Planner.
2. *Filing.* The PUD Development Plan process is initiated by the filing of an application and application fee with the City Planner. Payment of fee is as shown on a fee schedule published by and maintained at the Community Development office.
 - a. The applicant shall submit to the City Planner a list of property owners and their

mailing addresses within a 300-foot radius of the outer boundaries of the subject property, as certified by a registered bonded abstract company or a licensed title insurance company, as well as addressed adhesive envelope labels and postage for all such property owners.

- b. All costs associated with publication and mailing of notice for any public hearing associated with the application shall accrue to the applicant.
3. *Preliminary Plat.* An applicant *may*, but is not required to, file a Preliminary Plat to be filed and processed concurrently with the PUD Development Plan or concurrently with or following PUD Development Plan approval. If a Preliminary Plat is filed with the PUD Development Plan, the City may not take any action on the plat until the PUD Development Plan is approved. If a PUD Development Plan application is denied, the Preliminary Plat application shall be deemed withdrawn.
4. *Review Criteria.* The PUD Development Plan shall comply with all applicable PUD standards and PUD purposes and criteria set out in this Chapter 11.

11-11-5 PLANNING COMMISSION REVIEW

A. Preparation and Notice

1. Once an applicant, with the assistance of staff, has formulated the PUD Development Plan, the City Planner will set a date for a presentation before and public hearing with the Planning Commission. PUD Development Plan review by the Planning Commission is mandatory. The purpose is to allow the applicant/developer to receive comments and written recommendations on the record.
2. The City shall use the list of property owners and address labels provided by the applicant to notify the persons identified thereon of the required public hearing in writing, by mail, not fewer than twenty (20) days nor more than thirty (3) days prior to the Planning Commission public hearing to consider the PUD Development Plan.
3. The City shall publish legal notice of the required public hearing in a newspaper of general circulation in the City of Glenpool not fewer than twenty (20) days, nor more than 30 days, prior to the public hearing. Publication arrangements will be made by the City. The cost will be assessed to the applicant.
4. The City shall post rezoning notice signs on the subject property by the City. The signs shall include the current and proposed zoning of the property, the identity of the property owner, the date of the public hearings, and the City Planner contact information, and shall be posted at least 20 days prior to the initial public hearing.
5. Written notices prepared for mailing and publication as provided above shall contain, without limitation:
 - a. The date, time, and place of public hearing.
 - b. The agency/entity that will conduct the public hearing (Planning Commission).

- c. Legal description of the property and the street address or approximate location of the property.
 - d. Present owner of the subject property
 - e. The present zoning district classification of the property.
 - f. The proposed zoning district classification sought by the applicant.
 - g. General description of proposed use of the property.
 - h. Any other information as may be necessary to provide adequate and timely public notice.
- 6. All costs associated with mailing or publication of the public notice shall accrue to the applicant.
 - 7. Written notice of a public hearing on any proposed zoning change (including a PUD) that would request a permit for the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses or any housing or facility that may be used for medical or nonmedical detoxification, shall be mailed within thirty (30) days prior to the hearing to all real property owners within one-quarter (1/4) of a mile of where the property affected by the zone change is located.

B. Conduct of Public Hearing and Possible Action

- 1. The applicant will be afforded the opportunity to make a full and adequate presentation of the PUD Development Plan to the public and to the Planning Commission. Members of the public shall be afforded the opportunity to comment on the Plan subject to such parliamentary rules as the chair of the Commission deems appropriate and consistent with *Robert's Rules of Order*.
- 2. Comments and interaction during the public hearing shall be directed to the Commission Chair. A written record will be made of any stated conditions or expectations for further approval and will be incorporated into minutes of the meeting.
- 3. Following the public hearing, the Planning Commission will vote to recommend to the City Council adoption of the PUD Development Plan as is, to recommend approval subject to written recommendations and conditions stated on the record, or to deny the PUD Development Plan. All recommendations, if any, will be recorded as part of a vote to recommend approval subject to such conditions.
- 4. An applicant whose PUD Development Plan has been approved by the Planning Commission as is or, having received and incorporated stated conditions from the Planning Commission, if any, into the PUD Development Plan, shall proceed with submission of the PUD Development Plan to the City Council.
- 5. Upon an action to recommend denial of the PUD Development Plan by the City Council, the applicant may negotiate with the City Planner, and such other Community Development staff as the City Planner deems advisable or necessary, to prepare and submit a revised PUD Development Plan for consideration and commentary by the Planning Commission following the same procedures as those applicable to the original PUD Development Plan application.

C. Review Criteria. The PUD Development Plan application shall be reviewed based on the compatibility of the Plan with the following PUD criteria set out in this Chapter:

- a. The PUD represented by the PUD Development Plan will further the objectives of the Comprehensive Plan and other City plans.
- b. The PUD will be compatible with, or blend into, the development pattern and intensities in the area, or will establish a more desirable pattern in terms of implementing City plans.
- c. Adequate public services are available or may be extended to serve the PUD.
- d. The PUD design and proposed amenities will provide a higher quality environment than achievable by conventional zoning.
- e. Streets will have the capacity to serve the proposed development and are consistent with the *Major Street and Highway Plan*.
- f. Geologic hazard areas, steep slopes, open spaces, and natural resources will be as appropriately protected from the impacts of development as feasible.
- g. Any off-site street or utility improvements necessary to serve the development adequately are identified.

D. Effect of Planning Commission Review.

1. The Planning Commission will not approve or deny any PUD Development Plan but will offer comments and recommendations to address the review criteria in this chapter and to facilitate the preparation of a PUD Development Plan ready for submission to the City Council.
2. No action of the Planning Commission shall provide any limitation on the discretion of the City Council nor is the Commission's action intended as a representation of action anticipated by the City Council.

11-11-6: CITY COUNCIL REVIEW

A. Notice and Public Hearing

1. Once an applicant, with the assistance of staff, if necessary, considers and implements comments and recommendations received thus far in the Plan's evolution, the City Planner will set a date for a presentation before and public hearing to be held by the City Council.
2. Publication and mailing of notice requirements are identical to those for the public hearing before the Planning Commission.

B. City Council Action. Upon conclusion of the public hearing, the Council shall receive and consider the recommendations of the Planning Commission and City Planner, and record of public comments and shall take action on the application.

1. Action taken by the City Council may be to approve the PUD Development Plan as presented by the adoption of a zone change ordinance in accordance with the

procedural requirements of section 11-9-8 of this Title 11, grant conditional approval contingent upon the satisfaction of stated conditions, denial of the PUD Development Plan or such other action as the City Council deems appropriate.

2. The findings of the Council supporting approval, as well as any conditions imposed with respect to the approval of a PUD Development Plan shall be stated or incorporated by reference into the adopting ordinance and shall not be changed or amended except as authorized in accordance with Sections 11-11-8 or 11-11-9 of this Chapter.
3. *Vote Required if Protest Filed.* In the event a protest against the zoning change was filed with the City Planner as Secretary of the Planning Commission at least three (3) days prior to the public hearing by the owners of twenty percent (20%) or more of the area of the lots included in such proposed change, or by the owners of fifty percent (50%) or more of the area of the lots immediately abutting any side of the territory included in such proposed change, or separated therefrom only by an alley or street less than 300 feet wide, then the rezoning application may not be approved except by favorable vote of three-fifths (3/5) of all members of the City Council.

B. Effect of Approval or Denial of PUD Development Plan.

1. *Platting.* Upon approval of a PUD Development Plan, no modification of the use or bulk and area requirements that would have applied to the original zoning standards for the affected district shall be effectuated by issuance of any building or zoning clearance permit until a subdivision plat incorporating the provisions and requirements of the PUD is approved by the City in accordance with all application requirements set forth in Title 12, Subdivision Regulations, and duly filed of record in the office of the County Clerk of Tulsa County.
2. *Property Owners' Association.* Any property owner association created to administer the common areas of the PUD shall be incorporated.
3. *Displacement.* Upon approval of a PUD, the previously existing zoning district will cease to exist, and the property shall be rezoned to "PUD" and assigned a number, subject to all of the requirements adopted by the City Council in the ordinance that established the PUD.
4. A PUD approved prior to the effective date of this Chapter shall be carried forth in full force and effect, and all conditions, restrictions, regulations, and requirements that apply to the respective PUD shown on the Official Zoning Map at the date of adoption shall continue to apply.
5. Notwithstanding the provision of the immediately preceding paragraph 4, implementation of a final plat of a previously adopted PUD shall be subject to requirements that are current at the time of such implementation.
6. If the PUD Development Plan is denied, the applicant may choose to abandon the PUD; interact with staff to make such additional revisions as staff and the applicant deem appropriate for resubmission; or take an appeal to the Tulsa County District Court. Any suit to challenge any action, decision, ruling or order of the City Council

with respect to an application to adopt a PUD by amending the zoning ordinance shall be filed with the district court within thirty (30) business days from the action, decision, ruling or order.

11-11-7 Administration.

A. Subdivision Platting

1. The applicant may submit PUD subdivision plats concurrently with the PUD Development Plans. Plats shall be processed in accordance with the requirements of Title 12, Subdivision Regulations.
2. Covenants to provide for the ownership and maintenance of common open space to reasonably ensure its continuity and conservation shall be provided to the City for review as to form. Open space may be dedicated to a private association or to the public, subject to the approval of City Council.

B. Building Permits. Upon the recordation and filing of an approved Final PUD Subdivision Plat, the acceptance of any required public improvements, and the issuance of a Zoning Clearance Permit, a building permit may be issued for land in the PUD in accordance with the approved plat and PUD plan.

C. Amendments. Minor and Major Amendments to the PUD may be considered in accordance with the processes set out in Section 11-11-8 of this title, Minor PUD Amendments, and Section 11-11-9, Major PUD Amendments.

D. Abandonment. Abandonment of a PUD is subject to City Council approval upon receiving a recommendation by the Planning Commission of an application for an amendment to the Official Zoning Map to repeal the PUD. Public hearing and Planning Commission and City Council action, resulting in the adoption of an ordinance repealing the previously adopted PUD Development Plan, shall be required to the same extent as applicable to the original PUD Development Plan. If a PUD is repealed, the zoning of the subject property shall automatically revert to the conventional zoning district classification which existed prior to establishment of the PUD and shall be so noted on the Official Zoning Map. Upon final action authorizing the abandonment of a PUD, no building permit shall be issued except in accordance with the restrictions and limitations of the prior conventional zoning of the property.

11-11-8 Site Plans (See also Section 11-9-2 of this Title)

A. Meaning of Site Plan. As used in the section, "site plan" means the documents and plans specified in the PUD Development Plan needed to ensure that the proposed land use(s) are in compliance with all applicable ordinances and state and federal regulations, if any.

B. Requirement. Site plan submission, review and approval is required for and central to Planned Unit Developments. Decisions denying, approving, or conditionally approving a site plan shall be based upon the approved PUD conditions and standards, and other requirements contained in this Chapter.

C. Purpose. The purpose of the site plan process is to determine whether a site plan complies

with all requirements of this Title, all requirements of the City Code and other applicable ordinances, and the requirements of all utilities and referral agencies with jurisdiction over any feature of the PUD.

D. Process. The site plan process shall generally be an administrative process managed by the City Planner. However, a site plan may be referred to the Planning Commission in instances of:

1. Potential adverse effects on public services or the ability of the City or an affected agency to provide adequate services.
2. Potential adverse effects on surrounding properties or uses.
3. Failure of the developer to provide traffic mitigation improvements, on-site or off-site, as set out in Title 12, Section 12-4-1, *Responsibilities of the Subdivider or Developer*.
4. City Planner referral due to questions or issues regarding the ability of the site plan to comply with all applicable City or agency requirements.
5. An appeal by an applicant following the denial of a site plan by the City Planner.

E. Site Plan Contents. The site plan shall contain all information necessary to demonstrate compliance with this Title and all other codes, ordinances and referral agency requirements. Attached in Appendix A, Section A-2, *Site Plan Requirements*, is a site plan contents checklist. Additional information may be required by the City to determine if a proposed development will result in the need for public improvements, such as, but not limited to additional right-of-way, turn lanes, traffic signals or utilities, or if platting is required.

F. Prohibited Actions.

1. No site plan will be approved prior to the platting of the subject property.
2. A plat may be submitted simultaneously with the proposed site plan upon approval of the City Planner.
3. In such cases, approval of the site plan application shall be conditional upon the approval and recordation of the plat, and the City is not obligated to approve the plat unless it complies with all requirements of Title 12.
4. No Zoning Clearance Permit, Building Permit or approval to allow land clearing shall be issued for development prior to the approval of a site plan required by this Title.
5. No lot grading, drainage work, parking lot construction or other site improvements may commence without first obtaining approval of a site plan for the proposed improvements.
6. No Certificate of Occupancy may be issued until all improvements depicted as part of an approved site plan have been completed.

G. Enforcement. A Zoning Clearance Permit issued on the basis of an approved site plan shall authorize only the uses, arrangement and construction set forth in such approved plan and application, and no other use, arrangement, or construction. Use, arrangement, or construction at variance with the approved site plan shall be deemed a violation of this Title, subject to the remedies applicable to infractions and enforceable pursuant to the

provisions of Chapter 12, *Enforcement and Remedies*, as well as those at Title 10, Building and Development, Chapter 1, Section 10-1-3, *Violations and Penalties*.

11-11-9: Minor PUD Amendments.

A. Generally.

1. Subject to the provisions of this Section, the City Planner is authorized to approve minor changes or modifications to an approved PUD Development Plan if the proposed changes will not result in substantial deviation from the original plan, as set out in Subsection B, Minor Amendment Determination Criteria, below.
2. Permits may not be issued for any improvements that would result in a major deviation from an approved PUD Development Plan except as set out in Section 11-11-9, Major PUD Amendments.
3. A zoning clearance permit and building permit may be issued for Minor Amendments to an approved PUD Development Plan if:
 - a. They are consistent with subsection B, *Minor Amendment Determination Criteria* and
 - b. The Minor Amendment is approved by the City Planner.

B. Minor Amendment Determination Criteria.

1. No amendment to an approved PUD Development Plan determined by the City Planner to be a Major Amendment may be approved except by the criteria and steps provided by section 11-11-10.
2. In reaching a determination as to whether a change is minor and may be approved by the City Planner or is a major amendment requiring Planning Commission review and recommendation and City Council approval, the following criteria shall be used. That is, an amendment having any of the following effects shall be deemed a Major Amendment and shall not be qualified for administrative action only:
 - a. Any material increase in intensity of use;
 - b. Any material increase in total usable floor area, the total number of dwelling or lodging units, or the amount of outdoor area devoted to a use;
 - c. Any change that necessitates an increase of 10 percent or more in the number of parking spaces required;
 - d. Any structural alteration that, in the judgment of the City Planner, significantly affects the size, form, style, and location of a building, particularly in relation to sensitive uses, is a major amendment;
 - e. Any reduction in the amount of open space or buffer yard, or any change in the location or characteristics of open space that, in the judgment of the City Planner, diminishes their value added to the PUD;
 - f. Any change in use from one use group to another is a major amendment; and

- g. Any proposed amendment of an approved PUD Development Plan for which the final plat has been approved, released and recorded shall be deemed a Major PUD Amendment.
3. A minor change will not cause any of the following circumstances to occur:
- a. A material change in the character of the development;
 - b. A material change in the scale or impact of the existing use;
 - c. An increase in the residential density of the proposed development;
 - d. A reduction in the originally approved separations between buildings without mitigation;
 - e. Any measurable creation of, or increase in, external negative effects on adjacent property;
 - f. A reduction in the originally approved setbacks from property lines unless conditions have changed on adjoining properties so as to warrant a reduction, such as a change in zoning or land use;
 - g. An increase in the demand for services that the City or utility provider cannot provide;
 - h. An increase of more than five percent (5 %) in ground coverage by structures;
 - i. Locations of open spaces, provided that the percentage of common open space and/or landscaped area is not diminished or open space or buffering around sensitive uses is not diminished; or
 - j. Increase in the size, intensity of lighting or orientation of signs in relation to sensitive uses.
4. Minor amendments must demonstrate that:
- a. Changes in development density or intensity will not be deemed material if:
 - i. The number of buildings is not increased by more than ten percent (10 %);
 - ii. The height of the buildings is the same or less;
 - iii. The number of residential dwelling units is the same or fewer;
 - iv. No increase in the gross floor area of nonresidential uses will be more than five percent (5 %);
 - v. Density or intensity (floor area ratio) may be transferred from one building to another or from one stage of development to another, provided that the total floor area is not changed and the above conditions are met.
 - b. Changes in design will not be deemed material if:
 - i. Recreational facilities are added or are converted from one recreational use to another without reduction in space dedicated to common recreational use;

- ii. Materials and architectural components for building elevations are substantially similar to those shown on the approved plans;
 - iii. Contemplated building footprints or envelopes may be modified but the buildings are not located any closer to protected uses or exterior property lines than as shown on the approved plans;
 - iv. Proposed perimeter walls and/or fences are in the same general location and of a comparable type and design as shown on the approved plans;
 - v. Open space is in the same general location, is the same or greater amount, and is configured in a manner that does not diminish a previously intended buffer;
 - vi. Building setbacks are the same, or a greater distance from perimeter property lines, except that those for lot line homes, townhomes, and cluster development may be decreased due to the nature of such development, provided that all building code requirements are satisfied;
 - vii. Parking areas are in the same general location and configuration as shown on the approved plans; and
 - viii. Roadway patterns, including ingress-egress points, are in the same general location and are no closer to the rear or interior side property lines than as shown on the approved plans.
5. The proposed changes must not have the effect of creating any noncompliance or nonconformity with the application of this Title that was not previously approved at a public hearing, or of expanding the scope of existing variances, special exceptions or other approvals, such that they would differ to a greater degree from the application of this Title than previously approved.

C. City Planner Evaluation and Approval Process.

- 1. The City Planner, in reviewing any proposed amendment, shall:
 - a. Compare the proposed amendment to the original approval;
 - b. Determine whether any other amendments have been approved since the original approval;
 - c. Consider the cumulative impact of any previously approved and proposed amendments; and
 - d. Determine whether a proposed amendment is minor or major, as set out in this section and proceed accordingly.
- 2. Administrative approval or denial of a proposed Minor PUD Amendment shall be documented in a report for the official project file with adequate details to explain why the request was approved or denied and the rationale for the decision.
- 3. Any further proposed changes shall be treated as new application(s), shall follow all procedures in this section, and shall include evaluation of the cumulative impact with previous amendments that may have been approved.

- D. Procedures. Applications for a Minor Amendment to a PUD Development Plan are subject to City Planner review and are processed in accordance with all procedures for Administrative Site Plan reviews.
1. Minor Amendments that are approved shall be clearly notated in the official project file as to the nature of the amendment and the date of approval.
 2. The PUD Development Plan shall be amended to show the amendment and shall clearly notate the changes that were approved.
- E. Decisions.
1. The City Planner shall approve, approve with conditions that are acceptable to the applicant, or deny applications for Minor PUD Amendments.
 2. The City Planner, upon determining that a proposed amendment is a Major Amendment, shall reject the application.
 3. The decision of the City Planner to refuse to treat an amendment as minor and require application for a major amendment is final.
 4. The decision of the City Planner determining that any proposed amendment is Major shall necessitate application to the Planning Commission and processing in the manner of a Major PUD Amendment, pursuant to subsection 11-11-10.
- F. Construction Adjustments.
1. During the construction of an approved PUD, the City Planner is authorized to grant adjustments in the location of a principal or accessory building to any position within a construction site envelope consistent with the specified minimum distance between buildings when such adjustments are necessary in light of technical or engineering considerations first discovered during construction.
 2. Such adjustments shall be subject to the following limitations:
 - a. Parking and loading areas, access aisles, driveways, sidewalks, walkways and pathways, signs, landscaping, and fences and screening may be adjusted, as necessary, to accommodate changes in building location within the construction site envelope;
 - b. Curb cuts and street intersections along public rights-of-way serving the Planned Unit Development shall not be adjusted, except as approved by Community Development staff;
 - c. The plan for the treatment of the perimeter of the Planned Development shall not be adjusted as to the type or quality of buffer yard elements; and
 - d. Surface drainage leaving the site shall not be altered, except as approved by Community Development Staff.

11-11-10: Major PUD Amendments.

- A. *Applicability.* Section 11-11-9, Minor PUD Amendments, sets out criteria for determining whether a given application for PUD amendment is a Minor PUD

Amendment application that may be approved administratively. Any amendment that does not meet the Minor PUD Amendment criteria is considered to be a Major PUD Amendment.

B. Major PUD Plan Amendment Application.

1. An applicant proposing to amend an approved PUD Development Plan shall file an application and plans that clearly depict the areas to be amended, both as they were originally approved and as they are proposed to be amended.
2. Rationale for the revision shall be provided.
3. If the narrative of the PUD is proposed to be amended, the original text that is affected shall be highlighted and the proposed changes noted.
4. All of the standard procedures for processing a PUD Development Plan shall be followed, as applicable, including notice and public hearing/recommendations by the Planning Commission and action by the City Council.

C. Amendments to an Approved Plat.

1. When a PUD Development Plan has completed the zoning and platting processes and the plat has been approved, released and recorded, the amendment process will require an application for Major Amendment to the PUD Development Plan and an amended Final Plat, provided that the spirit and intent of the proposed amendment are consistent with those originally approved.
2. If the applicant proposes a PUD amendment that substantially differs from the first approved, the applicant shall file a PUD Development Plan to determine whether the City is receptive to the new PUD direction and to allow the City an opportunity to determine whether the change warrants PUD Plan approvals or an entirely new application.

D. Review Criteria. The review criteria for any Major PUD Amendment shall be the same as that used in the original review and approval of the PUD. The City is not obligated to amend the PUD but may consider an amendment if the original spirit and intent of the PUD is not adversely affected.

Section 8. Severability and Correction of Clerical Error Clause

- a. **Severability.** If any section, sentence, clause, or phrase of this Ordinance or any part hereof is for any reason found by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance or any other part hereof.
- b. **Correction of Clerical Error.** The City Manager, or any designee(s) are hereby authorized to make such changes to this Ordinance as may be necessary to correct errors of formatting, spelling, inadvertent addition or omission, and similar clerical errors so long as no such changes affect the substance, meaning or intent of this Ordinance.

Section 9. Repeal of Conflicting Ordinances or Resolutions

All ordinances or parts of ordinances, and resolutions or parts of resolutions, in conflict herewith shall be and the same are now expressly repealed.

Section 10. Amendment Limited.

Except as otherwise amended by this Ordinance, Title 11 (Zoning Regulations) of the Code of Ordinances of the City of Glenpool, Oklahoma shall remain in full force and effect.

Section 11. Declaration of Emergency

Emergency Clause separately approved.

APPROVED and ADOPTED by the City Council of the City of Glenpool on the 21st day of June 2021.

Joyce G. Calvert, Mayor

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of this Ordinance is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, *to wit* specifically that the benefits of planned unit development in the City of Glenpool will be encouraged and expedited, an emergency is hereby declared to exist and Ordinance No. 788 shall therefore take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 21st day of June 2021.

Joyce G. Calvert, Mayor

ATTEST:

Wendy Knight, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

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PASSED and this Emergency Clause ruled upon separately and approved this 21st day of June 2021.

Joyce G. Calvert, Mayor

ATTEST:

Wendy Knight, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: WARRIOR ROAD REHABILITATION PROJECT: PHASE III
CHANGE ORDER NO. 2

DATE: JUNE 21, 2021

BACKGROUND:

This item is for Council consideration and action regarding the approval and formal acceptance of Change Order No. 2 to the construction Contract Agreement with Dirt Wurx, Inc. covering the Phase III portion of the Warrior Road Rehabilitation project in an amount not to exceed \$32,299.75. The attached construction documents illustrate the areas of the Phase III paving that have been discovered to contain substandard subgrade soils. These existing 'soft' soils are highly plastic in nature and will need to be removed and replaced with more suitable materials to stabilize the new subgrade to adequately support the final paving and curbing. The General Contractor has retained the services of a Consulting Soils Engineering firm to investigate the situation and to recommend measures to address this previously unanticipated issue. The attached recommendation from StecTest Materials Testing Services specifies that an area 10' wide, 760' long, and approximately 18" in depth along the east side of the existing pavement will need to be removed and replaced with imported compactable soil and aggregate material. This change order also includes various. The requested change order also includes several other increases in material and labor covering the temporary transition area paving that was installed at the south end of the Phase II project. It also covers a small amount of sidewalk removal and replacement necessary to soften the grade transition between the new top-of-curb elevation and the existing embankment along the private stormwater detention pond at the south end of the project.

Note that, by accepting and approving this requested Change Order No. 2, the total contract amount increases from the current Contract amount of \$344,486.00 (which includes Change Order No. 1) to an amended total price of \$376,785.75. It should be noted that this new total project cost is \$33,142.45 below the original Engineers Estimate of \$409,928.20 covering the Phase III portion of the overall Warrior Road project and, if approved, will be funded under the approved FY 2020/2021 Budget: Account No. 50-6-14-6360 (Street Improvements)

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

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

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Staff Recommendation:

Staff has reviewed the attached Request for Change Order No. 2 as well as the modifications to the original construction documents and recommend Council approval of this amendment to the original Contract Agreement in an amount not to exceed the \$32,299.75 being requested and that authorization be given to the City Manager to execute same on behalf of the City of Glenpool.

Attachments:

- A. Modified Construction Documents & Contract Agreement Change Order No. 2

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CHANGE ORDER #2

OWNER
ENGINEER
CONTRACTOR

PROJECT:
WARRIOR ROAD PAVING EXPANSION - PHASE III

CHANGE ORDER NO.:

#2

DATE:

June 16, 2021

ENGINEER'S PROJECT NO.:

18400302

CONTRACT DATE:

TO CONTRACTOR:
JE Dirt Wurx, LLC

The Contract is changed as follows:

ADD

#7 Aggregate base type A	456	CY	\$40.00	\$18,240.00
#8 Subgrade Method B	198	SY	\$2.00	\$396.00
#9 Separator Fabric	198	SY	\$2.75	\$544.50
#13 2'-8" Curb & Gutter (6" barrier)	21	LF	\$51.00	\$1,071.00
#14 4" Concrete Sidewalk	28	SY	\$55.00	\$1,540.00
#26 30" RCP (unit price adjustment)	81	LF	\$10.00	\$810.00
#29 Removal of Asphalt Pavement	198	SY	\$6.75	\$1,336.50
#30 Removal of Curb & Gutter	51	LF	\$2.25	\$114.75
#31 Removal of Sidewalk	28	LF	\$9.00	\$252.00
#32 Sawing Pavement	33	LF	\$5.00	\$165.00
#45 Undercut and dispose of material offsite	422	CY	\$15.00	\$6,330.00
#46 Geotech additional time	1	LS	\$1,500.00	\$1,500.00

TOTAL ADD \$32,299.75

TOTAL CHANGE ORDER \$32,299.75

ITEMS #45 AND #46 ARE NEW ITEMS ADDED TO THE CONTRACT

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER, AND CONTRACTOR

The original Contract Sum Price was.....	\$314,202.25
Net change by previously authorized Change Orders.....	\$30,283.75
The Contract Sum prior to this Change Order.....	\$344,486.00
The Contract Sum will be INCREASED this Change Order in the amount of.....	\$32,299.75
The new Contract Sum, including this Change Order will be.....	\$376,785.75
The Contract time will be remain the same	unchanged
The date of Substantial Completion as of the date of this Change Order therefore is	unchanged

NOTE: This Summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by a Construction Change Directive.

ENGINEER/ADDRESS

Crafton Tull, Inc.
901 N. 47th Street, Ste 200
Rogers, AR 72757-0549

CONTRACTOR/ADDRESS

JE Dirt Wurx, LLC
1206 SE 15th
Wagoner, OK 74468

OWNER/ADDRESS

City of Glenpool
12205 S. Yukon Ave
Glenpool, OK 74003

By: _____

Date: _____



SpecTest LLC
Materials Testing
CWI & NDT Services
Geotechnical Services

1912 N WILLOW AVE, STE C
BROKEN ARROW, OK 74012
Ph: (918) 499-0063

FIELD REPORT

ST Project Number: 1032

Date Observed: 6/14, 6/15/21

Project: Warrior Road Paving Expansion Phase III

Client: Dirt Wurx

Location: Warrior Rd / Hwy 67

Attn.: _____

Weather/Temp: Sunny, 90s

Contractor: _____

Present at Site: Dirt Wurx, City of Glenpool, Crafton Tull, SpecTest

On 6/14, Doug Bryant of SpecTest visited the above referenced project site to observe an onsite proof-roll of the proposed paving area.

The proof-roll was performed using a tandem axle dump truck making North and South passes, weighing approximately 40,000 lbs, and maintaining a speed of 3 to 5 mph. Deflection and rutting were observed along the entire Eastern curbline with an area of approximately 10' by 780' (7800 sqft).

Two test pits were excavated within the area of deflection to a depth of 2 feet. At both locations, unsuitable soils were identified to extend approximately 18" in depth. At this elevation, firm, stable soils suitable for backfilling operations were identified. Per the Geotechnical Engineering report, soft, unstable soils should be removed and replaced full-depth. Acceptable fill materials include imported LVC soils and ODOT Type A Aggregate Base.

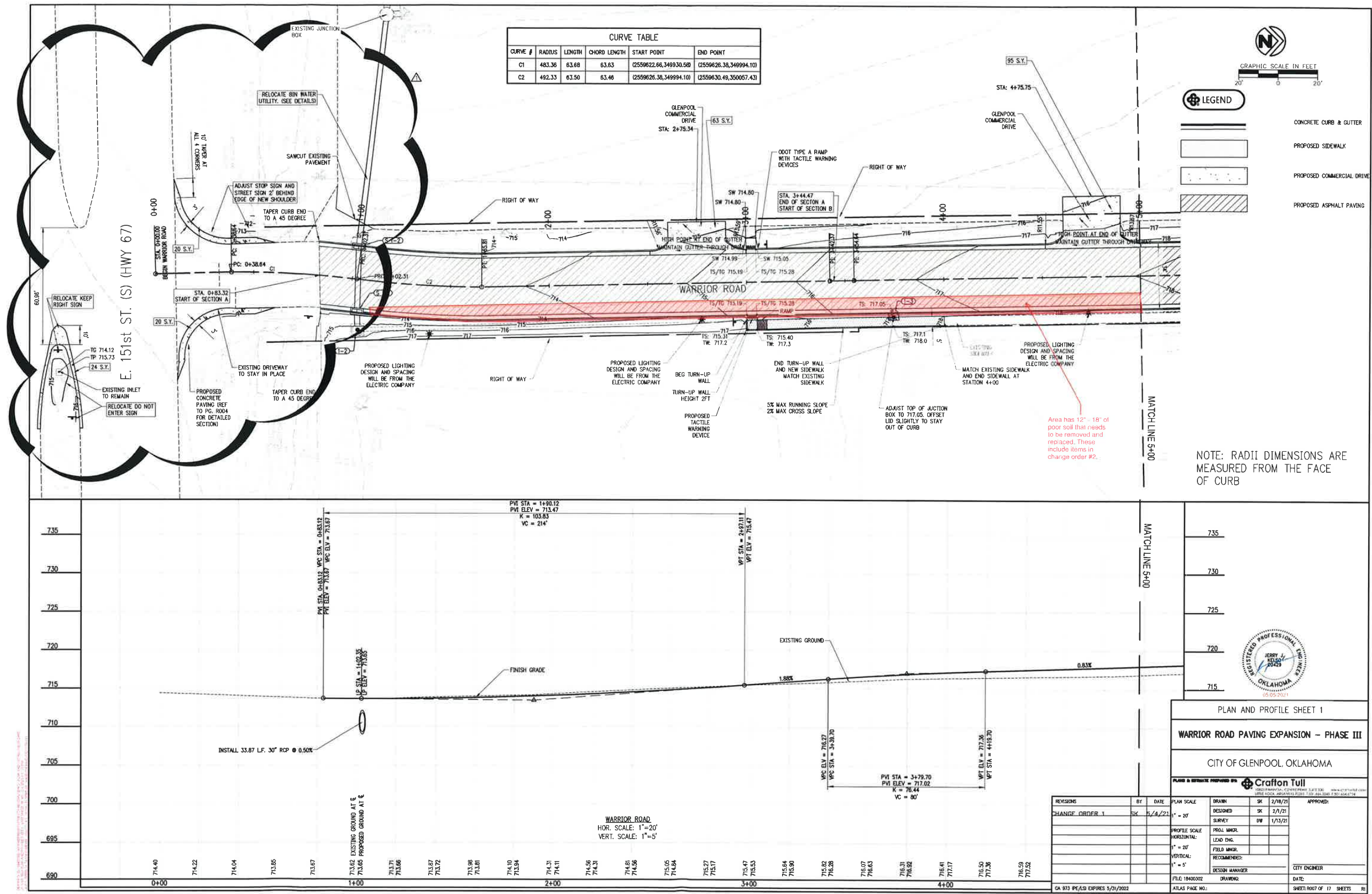
SpecTest will be available for further testing and observation as the area is remediated.

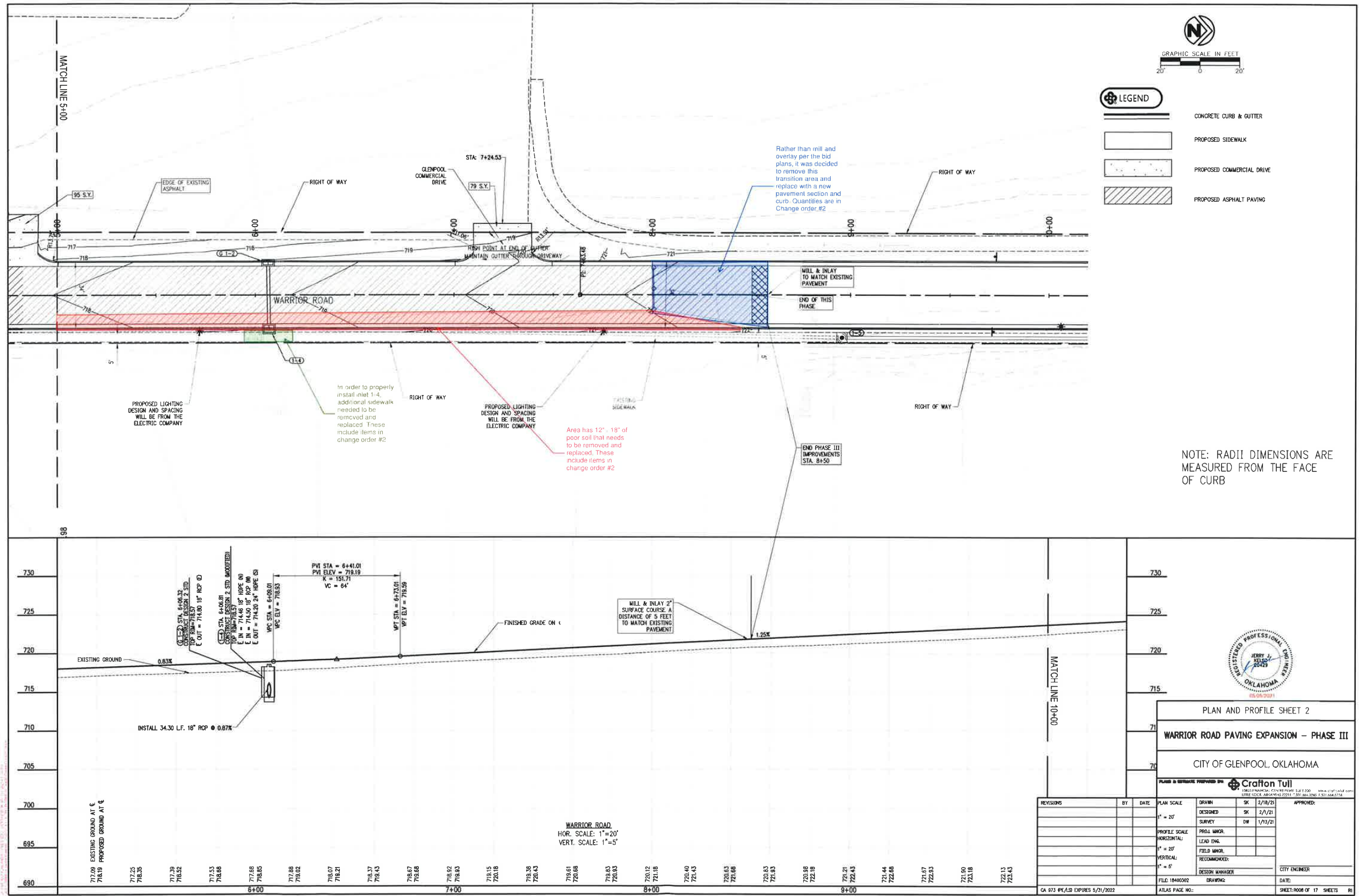
Distribution: List

Field Technician: Doug Bryant

Date: 1/20/21

Signed: Nickolas Ward





NOTE: RADII DIMENSIONS ARE MEASURED FROM THE FACE OF CURB



PLAN AND PROFILE SHEET 2			
WARRIOR ROAD PAVING EXPANSION - PHASE III			
CITY OF GLENPOOL, OKLAHOMA			
DESIGNED BY: Crafton Tull			
REVISIONS	BY	DATE	APPROVED:
1	SK	2/18/21	CITY ENGINEER DATE: SHEET: 1008 OF 17 SHEETS
2	SK	2/1/21	
3	DW	1/13/21	
4	DW	1/13/21	
5	DW	1/13/21	DESIGN MANAGER DRAWING FILE: 18400302 ATLAS PAGE NO.:
6	DW	1/13/21	
7	DW	1/13/21	
8	DW	1/13/21	
9	DW	1/13/21	CA 973 P/E/LS EXPIRES 5/31/2022 ATLAS PAGE NO.:
10	DW	1/13/21	
11	DW	1/13/21	
12	DW	1/13/21	



To: Mayor and City Council

From: David Tillotson, CM

Date: June 14, 2021

Re: MET Appointment

Background:

As members of the Metropolitan Environmental Trust (MET), Glenpool holds a position on the MET Board of Directors. Rob Werley is our current board member. With Rob's recent resignation we need to appoint a new board member to represent Glenpool. Lynn has recommended we appoint our City Planner, Gerald Gilbert. I have spoken with Gerald, and he has agreed to serve in this position for the City.

Staff Recommendation:

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

Attachments:

- None

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

www.glenpoolonline.com



To: Mayor, Council, and Trustees

From: David Tillotson, City Manager

Date: June 17, 2021

Re: COVID Pay Plan

Background:

In recognition of the exceptional performance and perseverance of our employees to keep this City functioning with very little loss of capabilities during the COVID Pandemic, I am recommending to you that we implement a COVID Pay Plan. This plan would pay all full-time and part-time employees a one-time pay based on their hire date. The maximum pay for full-time employees is \$2,000 and the maximum pay for part-time employees is \$1,000. This pay is pro-rated as follows:

COVID Bonus Full-Time:		COVID Bonus Part-Time:	
July 2020 or earlier	\$ 2,000.00	July 2020 or earlier	\$ 1,000.00
August 2020	\$ 1,833.37	August 2020	\$ 916.69
September 2020	\$ 1,666.70	September 2020	\$ 833.35
October 2020	\$ 1,500.03	October 2020	\$ 750.02
November 2020	\$ 1,333.36	November 2020	\$ 666.68
December 2020	\$ 1,166.69	December 2020	\$ 583.35
January 2020	\$ 1,000.02	January 2020	\$ 500.01
February 2020	\$ 833.35	February 2020	\$ 416.68
March 2020	\$ 666.68	March 2020	\$ 333.34
April 2020	\$ 500.01	April 2020	\$ 250.01
May 2020	\$ 333.34	May 2020	\$ 166.67
June 2020	\$ 166.67	June 2020	\$ 83.34

The funds for this pay plan would not come from our regular budget. Instead, the City has received CARES Act monies from the Federal Government as reimbursement for COVID related costs and suggests we use these funds to pay for this plan. Costs per fund for this plan are as follows:

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Fund	Total Cost
City	\$ 131,082.51
GUSA	\$ 18,858.97
GIA	\$ 6,739.00
PSP	\$ 30,657.88
Total	\$ 187,338.36

The intent, if approved, is to implement this pay plan prior to the end of the Fiscal Year. To facilitate this implementation, I have also prepared budget amendments for the City, GUSA and GIA FY20-21 Budgets. These budget amendments, although listed as separate items from the pay plan on the agendas, will also need to be approved before any payments can be made to our employees.

Staff Recommendation:

Staff recommends approval of the COVID Pay Plan.

Attachments:

- None

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To: Mayor and Council

From: David Tillotson, City Manager

Date: June 17, 2021

Re: FY20-21 City Budget Amendment

Background:

The attached Budget Amendment for Fiscal Year 2020-2021 covers three issues. The first is the transfer of \$187,338.36 from the CARES Act monies that are held in the Dedicated Fund Balance the various City departments, GUSA, GIA, and PSP to cover the cost of the COVID Pay Plan. The second purpose is to increase the revenue account for the 1 Penny Dedicated Sales Tax in to reflect the actual amount received this year and to increase the expense account to transfer these funds to GUSA. The 1 Penny Dedicated Sales Tax covers the bond payments for the revenue bonds paid for by GUSA. The third purpose is to increase the revenue account for the 1 Penny Dedicated Sales Tax in Fund 51, Public Safety Capital, to reflect a portion of the actual amount received this year above the current budgeted amount and to increase the expense accounts in the same Fund for principal and interest on the Capital Leases paid for from PSC.

Staff Recommendation:

- Staff recommends approval of Budget Amendment Number CITY-05.

Attachments:

- Budget Amendment Number CITY-05.

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**City of Glenpool
Budget Amendment**

Fiscal Year: 2020-2021Amendment No: CITY-05Date Requested: 6/17/2021

Revenue:

[illegible]

Expense:

Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	01-6-90-6732	TSF to GUSA	\$ 315,413.60	\$ 2,198,639.60
1	01-6-90-6734	TSF to GIA	\$ 6,739.00	\$ 154,553.60
1	01-6-90-6743	TSF to PSP Fund	\$ 30,657.88	\$ 30,657.88
1	01-6-01-6101	Salaries	\$ 6,000.00	\$ 220,432.88
1	01-6-01-6111	FICA	\$ 459.00	\$ 17,760.00
1	01-6-01-6115	Retirement	\$ 420.00	\$ 16,106.00
1	01-6-02-6101	Salaries	\$ 2,166.67	\$ 50,534.67
1	01-6-02-6111	FICA	\$ 165.75	\$ 4,646.75
1	01-6-02-6115	Retirement	\$ 140.00	\$ 2,927.00
1	01-6-03-6101	Salaries	\$ 33,833.37	\$ 1,335,354.37
1	01-6-03-6111	FICA	\$ 2,588.25	\$ 22,112.25
1	01-6-03-6115	Retirement	\$ 260.00	\$ 8,344.00
1	01-6-04-6101	Salaries	\$ 10,833.35	\$ 225,911.35
1	01-6-04-6111	FICA	\$ 828.75	\$ 17,915.75
1	01-6-04-6115	Retirement	\$ 758.33	\$ 16,393.33
1	01-6-06-6101	Salaries	\$ 30,700.01	\$ 1,349,538.01
1	01-6-06-6111	FICA	\$ 2,348.55	\$ 21,612.55
1	01-6-06-6116	State Pension	\$ 3,990.00	\$ 185,627.00
1	01-6-10-6101	Salaries	\$ 12,500.01	\$ 410,558.01
1	01-6-10-6111	FICA	\$ 956.25	\$ 31,995.25
1	01-6-10-6115	Retirement	\$ 875.00	\$ 28,739.00
1	01-6-11-6101	Salaries	\$ 8,000.00	\$ 446,372.00
1	01-6-11-6111	FICA	\$ 612.00	\$ 34,396.00
1	01-6-11-6115	Retirement	\$ 800.00	\$ 40,507.00
1	01-6-14-6101	Salaries	\$ 10,333.38	\$ 237,197.38
1	01-6-14-6111	FICA	\$ 790.50	\$ 18,145.50
1	01-6-14-6115	Retirement	\$ 723.34	\$ 17,355.34
51	51-6-90-6550	Principal - Capital Lease	\$ 4,056.93	\$ 783,703.93
51	51-6-90-6555	Interest on Cap Lease	\$ 502.65	\$ 52,540.65

					52	52-6-03-6101	Salaries	\$ 9,833.37	\$ 320,517.37
					52	52-6-03-6111	FICA	\$ 752.25	\$ 5,375.25
					52	52-6-06-6101	Salaries	\$ 16,500.01	\$ 625,600.01
					52	52-6-06-6111	FICA	\$ 1,262.25	\$ 10,144.25
					52	52-6-06-6116	State Pension	\$ 2,310.00	\$ 87,326.00
							Total	\$ 519,110.45	

Notes:
 Increases the Dedicated Tax received in GF to reflect actual dollars received as that money is transferred to GUSA to cover debt payments. Recognizes funds from the CARES Act monies in Designated Fund Balance to cover the COVID Pay plan.

Approved by the Glenpool City Council:

 Mayor

 Date



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: June 21, 2021
Subject: Custodial Services Contract

Background:

Vickie Yarbrough has provided custodial services at City Hall and the second floor of the Police Department for several years. Mrs. Yarbrough wishes to renew her contract for next fiscal year with the same terms and conditions. The City has been extremely satisfied with the services performed by Mrs. Yarbrough and are appreciative of her desire to continue to provide this necessary assistance.

Staff Recommendation:

Staff recommends Council consideration and approval to renew the Custodial Contract with Vickie Yarbrough for FY 2021-2022.

Attachments:

Custodial Services Contract

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

**CUSTODIAL SERVICES CONTRACT
RENEWAL**

Vickie Yarbrough, in her individual capacity ("**Contractor**"), hereby agrees with the City of Glenpool ("**City**"), as of July 1, 2021, to provide the necessary labor, material, supplies and equipment to perform the services identified herein.

CONTRACT WITH:	The City of Glenpool
SERVICE PROVIDED:	Professional Cleaning
WORK STANDARDS:	General cleaning services, to include vacuuming of carpets; dusting of furniture (Contractor will not be expected to, and is directed not to, remove papers or personal items from any desk or cabinet space); removal of trash; and restroom cleaning, all in accordance with reasonable industry standards.
INSURANCE:	Declaration Page attached for \$25,000 Commercial General Liability Insurance.
RENEWAL TERM:	Commence: July 1, 2021 Terminate: June 30, 2022

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an employee of the City. All persons performing services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the City.

2. CONFIDENTIALITY:

Contractor accepts for herself and for any such other person performing services on her behalf the duty to maintain confidentiality with respect to such business of the City as Contractor may have reason to learn solely during or as a result of the performance of the services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the City and are therefore days on which the Contractor shall not be obligated to perform any services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the City.

4. TERMS OF PAYMENT:

The City agrees to pay Contractor the rates recited in Section 5 below, which are fixed for the period of the Renewal Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Renewal Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Renewal Term in the discretion of both parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs.

Contractor will submit all invoices monthly for payment within fifteen days from the date of the invoice.

5. WORK SITES, CONTRACTOR DUTIES AND PAYMENT RATES:

A. General Cleaning Services

1. Second and third floors of City Hall (no services to be undertaken on first floor, Glenpool Conference Center space)
\$325.00 per week, to include 3 days a week, all services to be performed during non-business hours (5:00 p.m. - 8:00 a.m.)

2. First and second floors of Public Safety Building, Police Department only.
\$400.00 per month, cleaning schedule to be coordinated with that for City Hall except as otherwise altered by exigent circumstances due to lack of non-business hours in police operations.
- B. Special Cleaning Services: Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the parties. Such writing will be attached to this Contract as an addendum.
- C. Supplies: City shall provide all consumable products at no cost to Contractor (including paper towels, toilet paper, soap, trash liners and similar standard consumable, replenished products). Cleaning supplies and equipment shall be provided by Contractor.

6. CITY OBLIGATIONS:

City agrees to:

- provide lockable storage space for all equipment and supplies used by Contractor;
- advise employees to secure all personal items and leave desks as clear of paper as possible; and
- assign one employee as the individual responsible for communication between City and Contractor.

7. TERMINATION:

This Contract shall continue in effect for the duration of the Renewal Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, provided that City reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the City acting in good faith.

ACCEPTANCE:

CITY OF GLENPOOL

Joyce G. Calvert, Mayor

Date

CONTRACTOR

Vickie Yarbrough

Date

ATTEST

Wendy Knight, City Clerk

APPROVED

Lowell Peterson, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue, 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): 978.344.4200 E-MAIL ADDRESS: contactus@insurancebee.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	32109984-GL	10/22/2020	10/22/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ S/T Gen.Agg.
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**Vickie Yarbrough
13307 S. Memorial Dr
Bixby
OK
74008

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




GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: Honorable Mayor/Chair and City Council/GEMS Trustees
From: Susan White, District Administrator, Interim Treasurer
Date: June 21, 2021
Subject: FY 2021-2022 Administrative Operations Agreement between
GEMS and City of Glenpool

Background

The Administrative Operations Agreement between City of Glenpool and GEMS has been updated to reflect the new fiscal year. Other than that it remains identical to the current Agreement.

Recommendation

Recommendation to approve the FY 2021-2022 Administrative Operations Agreement.

Attachments

FY 2021-2022 Administrative Operations Agreement

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2021– 2022
[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” or “District”) (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 1¹ 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 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 emergency medical service district

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.

purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive²:

- A. City staff persons will provide general clerical and accounting services as requested by the GEMS District Administrator, District Treasurer/Finance Officer, or District Clerk. These services will include at a minimum, use of the City's Enterprise Resource Planning software (Incode), use of the City's online agenda preparation and administration software (iCompass), use of City office supplies, computers, network and internet services, encumbrance and payment of approved purchase orders and invoices, and review of banking reconciliation and financial reports necessary to maintain segregation of duties and manage the GEMS approved budget.
- 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 Code³ 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

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.

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.

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. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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, ("**District Administrator**") 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 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Administrator shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- B. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform organizational 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 ("**District Clerk**"), 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 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Clerk shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- C. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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 ("**District Legal Counsel**"), 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 purpose by the GEMS FY 2021-2022 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Counsel shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- D. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees 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 ("**District Treasurer/Finance Officer**"), 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 2021-2022 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Finance Officer shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.

- 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 a 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 clerical and accounting 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 provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.
- G. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act and allocating sufficient funds to comply with all obligations and undertakings of this Agreement.
- H. 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 at a mutually agreed upon cost for 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.G. 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, 2021 and shall continue through June 30, 2022. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2022, 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 at least 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 21st day of June 2021.

City of Glenpool

Glenpool Area Emergency Medical Services District

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair of the Board of Trustees

Attest:

[SEAL]

Wendy Knight, City Clerk

Wendy Knight, District Clerk

Approved as to Form:

Lowell Peterson, City Attorney

Lowell Peterson, District Counsel

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Runs Trailing 12 Mo Avg		Ratio
EMR	1000	72%
FIRE	388	28%
Total	1388	

Based on FY2021-2022 Proposed Budget:		EMR Calls vs Fire	72%
		Total	EMR
Total Compensation/Benefits for EMR personnel:	\$ 2,647,658	\$	1,906,313.76
Average per person (total /21)	\$ 126,078.95	\$	90,777
Annual hours per person	2,912		
Avg hourly personnel costs	\$ 43.30	\$	31.17
Three person crew (\$43.30 x 3)	\$ 129.90	\$	93.53

Fire Truck Expenses	FY21-22
Maintenance	\$ 40,000
Fuel	15,000
Total Truck Expenses	\$ 55,000

	EMR Calls vs Fire	72%
Estimated number runs FY2021-2022	1388	999
Average cost per run for truck (constant)	\$ 39.63	
	Total	EMR
Total rate per run (\$129.90 crew, \$39.63 truck)	\$ 169.53	\$ 133.16
Total Estimated EMR Reimbursement FY21-22	\$	133,075

AGREEMENT BETWEEN

THE CITY OF GLENPOOL, OKLAHOMA,

A MUNICIPAL CORPORATION

AND THE FRATERNAL ORDER OF POLICE

LODGE 133

FISCAL YEARS 2021-2022 and 2022-2023

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ARTICLE 1

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 2

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 2021 and shall remain in full force and effect until midnight, June 30, 2023. 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. 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 2021-2022, and 2022-2023 Fiscal Year budgets.

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 Fiscal Years 2021-2022 and 2022-2023 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 3

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 4

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 5

WAGE SCHEDULE

Section 1. The parties agree that the wages for the contract period shall be as follows:

FY 2021-2022-and 20222023 Wage Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$19.50	\$20.48	\$21.50	\$22.57	XXXXX
Master Patrolman	\$23.59	\$24.65	\$25.76	\$26.92	\$28.13
Detective	\$27.86	\$28.97	\$30.13	\$31.34	\$32.59
Corporal	\$27.86	\$28.97	\$30.13	\$31.34	\$32.59
Sergeant	\$31.07	\$32.31	\$33.61	\$34.95	\$36.35
Lieutenant	\$36.92				

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: FY20-21 Wage Schedule effective on July 6, 2020.

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	\$40.00 per pay period
Split Shift	1900 to 0300	\$52.00 per pay period
Midnight Shift	2245 to 0645	\$62.00 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 through 20 (years of service) =

\$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.

Effective July 1, 2020 longevity will cap and freeze at 20 years of service for all Employees except the following:

- (i) longevity pay will freeze at twenty-seven years of service for Tracey Powell and Randy Rains;
- (ii) longevity pay will freeze at twenty-three years of service for Scott McLellan, Chris Sheldon and Scott Ward.

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	\$30/month
Advanced Certification	\$80/month

Section 7. Minimum Manning

A. The City agrees that each patrol shift shall be manned with a minimum of three officers under the following conditions:

1. Union agrees that a supervisor, defined as a Sergeant or Corporal, will be on duty during each shift whenever possible. This Supervisor shall be counted toward the minimum manning throughout the trial period.
2. Shift Sergeants shall be responsible for maintaining their shift schedule and the required minimum staffing. If the shift Sergeant is unavailable the shift Corporal assumes this responsibility.
3. All requests for days off under Article 7 and Article 9 must be signed off by the Shift Sergeant, or in the event the shift Sergeant is unavailable the shift Corporal, and the Chief of Police, or his designee. Vacation and Comp time requests will not be approved if they would cause the minimum manning to fall below three; unless:
 - i. An officer can be moved from another shift without causing that shift to fall below minimum manning; and
 - ii. The officer can be reassigned shifts without incurring premium pays, defined as: Call Back Pay, Shift Change (24-hour notice) Pay, Shift Change (Time between shifts) Pay; and
 - iii. The Chief, or his designee, agrees to the request. The FOP agrees that approval by the Chief or his designee is on a "case-by-case" basis and does not constitute past practice.
4. All requests for Sick Leave shall be in accordance with contract and shall be approved by the shift Sergeant, or in their absence the shift Corporal.
5. In recognition of the potential difficulties faced by permanent or semi-permanent shift changes outside of the shift bidding process, the City, when practical, will provide Employees two weeks' notice of such changes.
6. The City and Union agree that dispatching an officer outside the City for routine prisoner transport, emergency orders of detention, etc. is anticipated during the shift under the trial period and that these officers shall count towards the minimum manning on the shift.
7. The City reserves the right to revoke minimum manning, at the shift level, if a shift's available staffing falls below five personnel due to the following events:
 - i. Military leave of more than fourteen days;

- ii. An officer is placed on administrative leave;
- iii. Termination or resignation of an officer;
- iv. Worker's comp or other medical leave of more than fourteen days.

If the minimum manning levels are revoked the Chief will notify the City Manager and the Union President in writing (email is appropriate) of the revocation, the reason(s) for it, and an approximate timeframe, if known, when the triggering event will end.

ARTICLE 6

HIRING, PROMOTIONAL PROCEDURES AND TRAINING

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 Employees newly hired as Police Officers, including those already working for the City in another capacity, for the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Selection of applicants to fill a vacancy will be at the sole discretion of the City Manager.

PROMOTIONAL PROCEDURES

Section 1. Vacancies within the department that constitute a promotion shall be filled per Police Department policy.

Section 2. All decisions and findings made in accordance with the policy 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. Shift Sergeant approval is required at least thirty days before each class to accommodate scheduling to maintain minimum manning requirements. This shall include employees requesting days off to facilitate CLEET instruction, Art. 24, Sec. 2.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the Chief, or his designee, shall decide which Employee will 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. If an officer fails to attend the required training and is suspended by CLEET, the officer will automatically be suspended without pay by the Employer. The City Manager may give special consideration on a case by case basis for circumstances beyond the control of the officer. Officers shall be responsible for the reinstatement fee unless circumstances warrant otherwise in the sole discretion of the City Manager.

Section 4. Officers shall select up to four classes per year to attend and apply through the CLEET website, after obtaining approval from their Sergeant.

ARTICLE 7

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 or 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 may be requested 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 compensatory time off shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for compensatory time off are subject to review and approval by the Chief.

Section 6. Flexible time may be requested to flex working hours within a single forty (40) hour workweek. Any request to use flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below three (3) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for use of flexible time are subject to review and approval by the Chief.

ARTICLE 8

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 full-time employees, to be paid by the retired Employee. Retired Employees who opt to receive retiree health benefits shall be subject to any changes in benefits coverages and/or premiums in the same manner as regular full-time employees.

ARTICLE 9

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 during the fiscal year, shall receive 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the second pay period in June. 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, except as may be outlined in other Articles of this Agreement. Should an Employee terminate employment, he shall be eligible for holiday pay up to and including his termination date with the City.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee. The Chief, or his designee, will consider the needs of the Police Department and the timing of when requests are submitted when considering the request. 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 two (2) or more consecutive days/shifts must be submitted to the Chief, or his designee, thirty (30) days prior to the starting day of the vacation. The Employee shall be notified within seven (7) working days of the Chief's decision.

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.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: 10

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accrue 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 no less than one hour from which time he/she is expected to report for work stating the reason for the absence and the expected period of the absence. The Employee shall call in each day of a multi-day absence, unless prior agreement has been made with the supervisor or Chief. Sick leave with pay will not be allowed unless such a report is made. 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 of Sick 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 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. New Employees shall not be eligible for Sick Leave Incentive until completing their probationary period.

Section 11. *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. *Compliance with all applicable laws.*

A. 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 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 with 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 I.

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, if allowed, 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 allow full-time Employees on light duty to attend training 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 Employee requests to attend training as per policy.

D. Responsibility:

1. The Employee's physician must submit all work restrictions before an Employee is eligible for light duty assignment. 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 termination from Employment with the City.

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 the days and times assigned by the Chief. The light-duty hours will be completed consecutively each workday and they will not be set as rotating hours from day-to-day unless agreed upon by the Chief and the Employee. Employees on light duty shall be required to work on holidays observed by the City of Glenpool unless it the holiday falls on the scheduled day off for the light duty assignment. Holiday pay for light duty employees will be paid pursuant to Article 9 the same as officers on non-light duty officers.

3. Employees assigned to light-duty shall wear business casual clothing with no visible insignia identifying them as police officers and no visible duty weapon unless otherwise determined by the Chief of Police. This clothing shall be consistent with the requirements for non-union office personnel. A concealed weapon will be allowed as long as the weapon is department approved and the employee has completed the department's firearms qualifications course and has successfully qualified with the weapon.

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 timeline 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 7 of this Agreement that might otherwise result in overtime, except for attendance at Court as approved by the Chief. 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 11

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 12

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
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Master's Degree	\$62 Monthly
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An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold

ARTICLE 13

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. One (1) complete Class "A" Uniform
2. One (1) long sleeve Class "B" Shirt
3. One (1) short sleeve Class "B" Shirt
4. One (1) set of Class "B" Pants
5. Two (2) Class "C" long sleeve shirts
6. Two (2) Class "C" short sleeve shirts
7. Two (2) sets of Class "C" pants
8. One (1) Department training Polo
9. One (1) set of Department training pants
10. One (1) pair boots, up to \$125.00
11. One (1) department approved winter jacket
12. One (1) department approved rain slicker
13. One (1) department approved outer belt with inner liner
14. One (1) department approved weapon mounted light bearing holster and weapon mounted light
15. One (1) department approved double magazine pouch
16. One (1) department approved ASP baton holder
17. One (1) department approved OC spray holder
18. Two (2) department approved handcuffs and cases
19. One (1) department approved radio holder
20. One (1) ASP expandable baton
21. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date

22. Twelve (12) sets sew on patches, (1) sew on coat badge, and (1) sew on coat name plate
23. One (1) department approved name plate
24. One (1) set of coat collar brass
25. One (1) set of shirt collar brass
26. Two (2) badges: one (1) duty badge and one (1) flat wallet badge
27. One (1) Glock model 17, with three (3) magazines
28. One (1) department-issued rifle with optic, sling and two (2) magazines, to be consistent with CLEET standards
29. One (1) department-issued shotgun with sling, to be consistent with CLEET standards
30. One (1) department-issued Taser with two (2) cartridges and one (1) holster
31. One (1) ballistic vest with internal and external carrier (i.e. Armor Express Traverse or another carrier of the same quality and style)
32. One (1) traffic safety vest
33. One (1) Glenpool Police commission card
34. One (1) Glenpool Police key cad
35. One (1) extended handcuff key
36. One (1) department issued handheld radio with charger and mic
37. Five hundred (500) department issued business cards
38. One (1) department issued flash drive
39. One (1) department issued Narcan kit
40. One (1) department issued tourniquet and holder
41. One (1) department issued phone
42. One (1) department issued tablet or computer

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, 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 Five Hundred Dollars (\$1,500.00) per year (payable under a non-accountable plan, in two increments of Seven Hundred Fifty Dollars (\$750.00) with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and any Detective(s) shall receive an additional \$100.00 per year.

Employees hired after either of the first pay period in July 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 every two years, generally during annual firearms re-qualifications, in amounts not to exceed one-hundred (100) rounds of 9mm 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. To maintain proficiency with all department approved firearms, the Employer/Police Department will provide a minimum of 8 hours annual firearms training as well as the practice ammunition outlined herein. This training will be offered quarterly to each member of the bargaining unit. 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.

If for some reason the department cannot schedule a quarterly range date, or a member of the bargaining unit had an approved reason that he/she cannot attend the scheduled training, and no alternative training date can be provided, the member, upon written request, shall receive the ammo allotment of 50 rounds of 9mm pistol ammunition; 60 rounds of .223 rifle ammunition; 5 rounds of 12 gauge .00 buckshot ammunition; and 5 rounds of 12-gauge slug ammunition for that quarter. This firearms training will not preclude any bargaining member's right to pursue any other form of training throughout the year.

ARTICLE 14

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Fraternal Order of Police recognizes the prerogative of Management to operate and manage its affairs in all respects in accordance with its responsibilities, as defined in State Statutes and with such conditions affecting the public welfare as may arise, and all authority shall be retained wholly by Management. For purposes of this Article 14, the terms "Management" and "Management Officials" mean the City Manager and the Chief of Police, acting together or individually, or such designees as lawfully appointed.

Section 2. Management retains without limitation the following rights in accordance with all applicable laws and regulations:

- (A) To plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend, or discharge any member of the Glenpool Police Department, subject to the provisions of this contract.
- (B) To determine the source or sources from which new applicants for work in the Glenpool Police Department shall be secured; and to be the sole judge of qualifications of employees for employment by or retention with the Employer.
- (C) To establish the organization and structure of the Police Department. However, no Officer covered by this Agreement and presently employed by the City, shall be reduced in base salary because of such organization or restructuring.
- (D) Except as specifically modified by this Agreement, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.
- (E) Upon receiving a complaint of alleged criminal conduct by an officer, the officer shall be entitled to an internal investigation in accordance with departmental policy. During the interim prior to conclusion of the internal investigation the officer may be placed on administrative leave with pay, in the discretion of Management. There will be a predetermination hearing upon conclusion of the internal investigation and a finding that the complaint has been substantiated if potential discipline includes termination, demotion, or suspension without pay.

Section 3. All rules, regulations, fiscal procedures, working conditions, departmental rules and practices and manner of conducting the operation and administration of the Glenpool Police Department in effect on the execution date of this Agreement shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement. This Agreement shall also supersede any personnel policies of the City which conflict with its terms. Except as stated above, the terms and conditions of employment of those individuals covered by this Agreement shall not be altered except by agreement of the parties.

Section 4. Management has the sole authority to determine the purpose, mission, duties, and responsibilities of the City, including the total amount of the budget and its allocation to different function and to establish priorities.

Section 5. It is understood by both parties that, since it is impossible to anticipate and describe every duty of any officer that may be connected with departmental operations, job descriptions may not always be comprehensive. Employees - at the discretion of Management - may be required to perform duties not specifically defined in their job description but which may reasonably be considered to be incidental to the performance of their duties just as though they were actually written out in the job description.

ARTICLE 15

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 16

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 17

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 17 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 17 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 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 three (3) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said 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 five (5) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said 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 18

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 19

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 20

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:

- A. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;
- B. Uniform apparel
 - 1. Trousers
 - 2. Shirts
 - 3. Jacket/Coat
 - 4. Bullet Proof Vest
 - 5. Gun Belt
 - 6. Holster
 - 7. Footwear
 - 8. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
 - 9. Badges, Collar Brass, Nameplate
 - 10. Cuff, Cuff Case
 - 11. Tie/Dickey
- C. 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.
- D. 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 21

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 22

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 7 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 7 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 7 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 7 of the CBA for all purposes.

Section 3. Section 3 of Article 7 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 7 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 7 of the CBA for all purposes.

ARTICLE 23

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 24

SPECIALTY ASSIGNMENT PAY

Section 1. 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, the School Resource Officer Unit, the Accident Investigation Unit and the K9 Unit.

Section 2. Employees who have completed a minimum of 100 hours training in a specialized discipline and have become a department approved instructor within the specialized discipline, shall receive \$50.00 per month Specialty Pay as long as they instruct a minimum of one class for CLEET or the Glenpool Police Department in the specialized discipline during the preceding fiscal year and 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. All officers assigned to any Specialized Discipline will be appointed by the Chief. Department approved Specialized Disciplines include Drug Recognition Expert, Firearms Instructor, Law Enforcement Driver Training Instructor and Defensive Tactics Instructor.

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.

Section 4. Employees tasked with training new officers as part of the Field Training Officer (FTO) Program shall receive one hour of compensation per each shift that an Officer In Training (OIT) is riding with them. The Program consists of fifty-five shifts. FTO pay will apply during the entire program, as well all remedial training authorized by the Chief. FTO pay shall be calculated at the employee's regular hourly wage, i.e. straight time.

ARTICLE 25

OFFICERS' BILL OF RIGHTS

Section 1: The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against Police Officers received by the Chief of Police from any person, either through verbal communication to Chief or Assistant Chief, or written statement, email or a completed complaint form. Any complaints made by officers against the Chief of Police must be submitted to the Human Resource Director or the City Manager. The City Manager retains the authority to decide how the matter will be investigated.

Section 2: Whenever a member of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department, City attorney's office, or City Manager's office, for any reasons which could lead to the officer being disciplined as a result of the internal affairs investigation, such interview or interrogation shall be conducted under the following conditions:

- A. For purposes of this article, Administrative Investigation means any investigation or inquiry conducted by a supervisor, or other person specifically designated by the Chief of Police into an alleged improper conduct by any employee.
- B. The employee will be presented with a NOTICE OF INVESTIGATION FORM upon the first instance of being subjected to interrogation or formal request for information in regard to a complaint. This notice shall include the name of the officer in charge of the administrative investigation, the nature of the complaint against the officer, the name of the complainant. If the complainant is management, the notice will indicate management. The notice shall indicate the date of the alleged infraction. This form shall also contain wording of the Officer Bill of Rights as outlined in this agreement. One copy of this form shall be retained by the officer, and the other shall be signed by the officer as evidence of the compliance with this article as well as understanding of the officer's rights under this section.
- C. Addressing violations of Police Department procedures by an officer is not considered a disciplinary action unless the violation(s) would result in a written reprimand, suspension, demotion, loss of pay, or termination. Therefore, the act of gathering facts regarding a procedural violation(s) and interviewing the accused officer are not to be considered an investigation for the purposes of the Notice of Investigation. If, through the information gathering process, it is determined the officer may be subject to a department defined disciplinary action, then a Notice of Investigation Form must be provided before the investigation proceeds.
- D. INTERROGATION: When a Police Officer is under investigation by the Glenpool Police Department for a complaint received, and is to be interrogated, such interrogating will be conducted as follows:

- I. Preliminary discussions with supervisory personnel within the Police Department in relation to a complaint received, may be conducted to determine the validity of the complaint, however it will not be considered as interrogation as used herein.
- II. The officer being interrogated will be presented with a notice of investigation prior to questioning. This may have been previously provided as listed in Section 2.A. All questions directed to the Officer under interrogation shall be limited in scope to activities, circumstances or events which pertain to the Officer's alleged conduct or act(s) which form the basis for the investigation.
- III. The Officer shall be allowed the right to consult a Lodge representative or any attorney prior to the interview and shall have the right to a representative or attorney to be present at all times during such interview or interrogation.
 - a. Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
 - b. In accordance with the "Garrity Rule", if the activities, circumstances, or events which pertain to the Officers conduct or act(s) which form the basis for the investigation could possibly result in criminal charges, the Officer may refuse to answer questions or cooperate with criminal investigation. Such refusal shall not be subject to disciplinary action.
 - c. The officer being interviewed shall not be subjected to any questioning intended to confuse or entrap the officer into providing conflicting responses or to offensive language or threatened with transfer, dismissal, or disciplinary action. During an administrative investigation an officer can be informed a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
 - d. The interviewing of the officer under investigation may be taped and/or recorded in written form at the discretion of the investigating officials. Officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the City shall be retained by the city and may be used at the discretion of the City in administrative hearings or for other administrative purposes.

Section 3:

An officer under administrative investigation may request written notification from the Chief of Police or his designee as to the status of the investigation and why it is still continuing if the

investigation has not been completed within 90 days. An officer under investigation shall receive written notice from the Chief of Police or his designee as to the outcome of any investigation.

Section 4: No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or threatened with any such treatment, by reason of an officer's exercise of rights granted by this Article.

Section 5: All Police Officer's shall have the right to view, listen to or obtain a copy of any video or audio recording produced by equipment worn or used by that officer on or off duty before making a statement or being interrogated in regard to a complaint or investigation. They may not have the right to view other recordings not made by the officer under investigation. The discretion to allow an officer's viewing of recordings not made by the officer will be that of the Chief of Police or his designee.

The parties acknowledge there may be instances in which the individual employee may have a basis to allege that the document or video should not be "immediately" released. In order to fully protect the interest of the employee in those instances, to protect the interest of the public set forth in the Open Records Act, and to allow the city to have a clear direction of how to proceed, the city retains the management right to determine whether a record is subject to public disclosure, and any objection to disclosure should be made as soon as possible and may require legal action by the employee to delay or preclude disclosure. The city acknowledges and will uphold the confidentiality of employment records as allowed by the Open Record Act.

Section 6: Prior to discipline that may result in termination there shall be a pre-determination hearing. The officer shall be entitled to certain rights, including:

1. Written notice of the date and time for the pre-determination hearing at least 5 days prior to the hearing;
2. A hearing chaired by the City Manager or his/her designee;
3. An explanation of the employer's evidence;
4. An opportunity to present his/her side of the story;
5. The right to a representative appointed by the FOP to assist him/her in the pre-determination hearing.
6. If an employee needs to continue the hearing in order to provide additional evidence, a reasonable opportunity shall be provided.

Section 7:

Personal Rights:

Disclosure of Finances- No Officer shall be required to disclose the officer's Own or any member of the officer's family or household's income, assets, debts, expenditures, or other financial information – unless required by State or Federal law.

No Contributions Required- No officer shall be required to donate or contribute to any type of political or charitable campaign.

Conduct Off Duty- An officer shall have the same rights and responsibilities to conduct the officer's private, personal, or social life as other City Employees – provided that such conduct does not jeopardize, degrade, or interfere with the interest or functions of the City or the Police Department.

ARTICLE 26

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 is 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 drug, 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 impaired 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 refusing 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 and 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 27

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 28

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 29

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

The Employer agrees to reassess the need for this Article during 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 the contract year.

ARTICLE 30
FITNESS FOR DUTY

Employees who complete the department's yearly voluntary fitness testing with a passing score shall receive a \$500.00 lump sum payment to assist in payment for a gym membership of their choice. Testing shall be conducted once a year and one make-up date shall be scheduled for those who are unable to attend the initial testing date. The test shall be open for participation for the month of September with payments to be made with the first pay period of October. The test shall be determined by the Chief of Police. Employees are only allowed to test once per year to qualify for this incentive. The fitness testing shall consist of 1 minute of pushups, 1 minute of sit ups, and a timed 300 meter run. Testers must pass the first station to proceed to the next station in the test. Testers are required to pass ALL THREE stations. Testers will only be tested once at each event; re-testing will not be permitted. Participation in the fitness testing is voluntary and employees will not be compensated for participating in the testing process. The qualifying scores will be based on the 60th percentile of the current Cooper Institute Physical Fitness Assessment as may be updated periodically by the Cooper Institute. The current 60th percentile scores for the fitness testing are listed below:

Cooper Fitness Standards for Law Enforcement

Age Range	Sit-Ups in a Minute		Push-Ups in a Minute		300 Meter Run (Seconds)	
	Male	Female	Male	Female	Male	Female
20-29	42	38	37	21	54.0	61.0
30-39	39	29	30	15	55.0	71.0
40-49	34	24	24	13	64.0	79.0
50-59	28	20	19	12	74.0	NA
60 +	22	11	18	8	NA	NA

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2021.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY: _____
Joyce G. Calvert, Mayor

Attest:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

City Attorney

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: _____
President or Lodge Representative

Attest:

Secretary

APPENDIX 1

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 2-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 2-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				