



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on July 17, 2023, 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>

Meeting ID: 897 5355 5435

Passcode: 974088

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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, JULY 17, 2023 .**

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 – Sean Farver, Kirk Crossing	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Departmental Reports	
1) CM Report.07172023	4 - 5
2) Development Services Report - July 17 2023	6 - 10
3) 2023-06 Streets Parks Report	11 - 12
F) Mayor Report – Joyce G. Calvert, Mayor	
G) Council Comments	

- H) **Public Comments**
- I) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**
- 1) Minutes from June 19, 2023 meeting. 13 - 17
[City Council Regular Meeting - 19 Jun 2023 - Minutes - Html](#)
 - 2) Denial of Coldwell Tort Claim as recommended by Oklahoma Municipal Assurance Group (OMAG). 18 - 20
[Coldwell Tort Claim](#)
 - 3) Approval of the Agreement between City of Glenpool and the Department of Transportation of the State of Oklahoma for the TAP Project State Job Project Number 38104(04) with a City match fund of \$240,552.00 to be funded from the City's General Fund Balance. 21 - 41
[Staff Report - Agreement Glenpool Safe Route to School and Park Project.docx](#)
 - 4) Approval of the Glenpool Baseball League User Agreement for FY23-24. 42 - 59
[Staff Report - Baseball User Agreement](#)
 - 5) Approval of the Indian Nations Youth Sports User Agreement for FY23-24. 60 - 74
[Staff Report - Football User Agreement](#)
 - 6) Approval of the BlackGold Concession Lease Agreement with Lance and Michelle Cole for FY23-24. 75 - 83
[Staff Report - Concession Agreement \(003\)](#)
- J) **Consideration and appropriate action relating to items removed from the Consent Agenda**
- K) **Scheduled Business**
- 1) **C & C Office Park Final Plat** – A Final Plat to subdivide a 1.26-acre site into two (2) lots. Lot 1 is 0.59-acres (25,853 sf) in size and Lot 2 is 0.66-acres (28,918.4 sf) in size. The subject site is located at 459 E 151st St. South.
Applicant Representative: Ryan McCarty, Select Design
(Gerald Gilbert, Development Services Director)

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, deny or amend the Final Plat.
[CC STAFF REPORT CC OFFICE PARK FINAL PLAT - JULY 17 2023](#)
[CC STAFF REPORT CC OFFICE PARK FINAL PLAT ATTACHMENTS - JULY 17 2023](#) 84 - 103
 - 2) Discussion and possible action to approve or deny awarding Project Nos. 3,7,8,13,14,15,17,18 and 19 for the 2023 Street Maintenance and Stormwater Structure Improvement Project Phase 2 to the lowest responsible bidder, Dunham's Asphalt Services, Inc., in the amount of \$318,700.00, to be funded from the approved FY 23/24 Budget Account No. 01-6-14-6274: Street improvements, subject to required bonds and insurance and mutual execution of the contract, and to authorize the City Manager to execute the same on behalf of the City.
(David Tillotson, City Manager)
[Staff Report Phase II - 2023 Street Repair and Stormwater Improvement Projects](#) 104 - 128

- 3) Discussion and possible action to approve, deny or amend increasing the pay for Public Safety Communications employees. 129 - 131
(David Tillotson, City Manager)
[Staff Report - Salary Increase FYE24](#)
- 4) Discussion and possible action to enter into Executive Session for the purpose discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of David Tillotson, an individual salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act).
(Joyce G. Calvert, Mayor)
- 5) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 6) Discussion and possible action to proceed in a manner consistent with discussions in Executive Session.
(David Tillotson, City Manager)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on July 14, 2023, by 11:30 am.

Signed: Wendy Knight

City Clerk



To: Mayor and Council

From: David Tillotson

Date: June 15, 2023

Re: City Manager Report

Open Positions

We currently have 16 open positions. These vacancies include those new positions approved in the FY2023-2024 budget.

I have noted positions below that are in the process. We will begin advertising soon for the new positions approved in the FY23-24 budget.

- Public Works: 6 Positions
 - Water & Sewer Laborer
 - Streets & Parks Laborer – Position advertised.
 - Seasonal Streets and Parks Laborers (3)
 - Water Distribution Crew Leader
- Police Department: 7 Positions
 - Police Officer (4) – Backgrounds underway.
 - Dispatch (3) – Position Advertised.
- Conference Center: 1 Position
 - Part-time Event Planner – Position Advertised.
- Development Services: 1 Position
 - Planner – Position advertised.
- Administration: 1 Position
 - IT Director

Finance Director

We have hired a new Finance Director for the City, but one that will be familiar to several of the Council members. Julie Casteen, who previously served as Glenpool's Finance Director before

leaving to serve as Coweta's Assistant City Manager, has agreed to return to Glenpool. Her first day with the City will be July 31st. We are extremely excited to welcome Julie back to Glenpool!

Capital Projects Update

- Kendalwood Park South – Phase 1 construction nearing completion. There are a few fencing issues to be worked out and Phase 1 should be done. We are waiting for a signed copy of the amended contract with Tulsa County. Once received, we will begin Phase 2 of the project.
- Sewer Plant Project – Finalizing contract details with selected vendor.
- Kendalwood Park North – Finalizing contract details with vendor approved by Council.
- FYE2023 Streets Improvement Package – Finalizing contract details with vendor approved by Council.

City Events

- Summer Concert Series – The next concert is scheduled for July 20th and will feature the Travis Kidd.
- BlackGold Farmer's Market – This event will run every Saturday through October 7th from 8:00 a.m. to 12:00 p.m. We have had a tremendous response to this event since it opened in June.

Miscellaneous

- The City installed a new storm siren at the eastern edge of the Crossings neighborhood. This siren fills a coverage gap in our storm siren network. We are waiting for OG&E to finalize the electric connections to the siren. Once this is done it will go through its testing process and be integrated into our network. We believe this will happen prior to the end of July.
- I believe we had another successful Red, White and Boom Bash this year. We experienced a few power issues with the sound system that we haven't had in the past, but everything else ran very smoothly, and I received a lot of positive feedback. I want to thank Lea Ann Reed for her work on coordinating this event as well as our Public Works, Public Safety and various other City employees for their work to make this event successful!
- We received word today from the Oklahoma Department of Commerce that Premier Steel's Business Expansion and Innovation Program award of \$150,000 is now official. Thanks to Joe Wuest and the Glenpool Chamber for their success to help Glenpool businesses navigate and apply for this program.

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

To: Honorable Mayor and Glenpool City Council

From: Gerald S. Gilbert, Development Services Director

Date: July 17, 2023

RE: Development Services Monthly Report for June 2023

Listed below are current development related activities within the City of Glenpool through the month of June 2023. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75. Estimated completion late August 2023
2. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St. Estimated completion July 2023
3. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave. Estimated completion August 2023
4. **Beehive Phase II** – A Site Plan application for Phase II of the Beehive Care Facility located at 12570 Vancouver Ave. Estimated completion March 2024
5. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition. Estimated completion September 2023
6. **Miller Tippens** – A Site Plan application for a 5,000sf addition to an existing building located at 437 E 141st St. S. Estimated completion date October 2023
7. **1st Oklahoma Credit Union** – A Site Plan application for a 5,900sf bank located at 14912 S. Broadway St. Estimated completion date September 2023

Certificate of Commercial/Industrial Occupancy Permits Issued in June:

1. **266 and Company** – Office/Warehouse located in Elwood Creek (1161 E 151st)
2. **Old School Bagel** – Restaurant located at 12165 S Waco Ave.
3. **Tropical Smoothie** – Restaurant located at 12134 S Waco Ave.
4. **Twin Hearts** – Physical Therapy office located at 148 W Main St.
5. **AT&T / Retail** –AT&T retail shop located at 2190 S Waco Ave. (adjacent to Dollar Tree).

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.
2. **Phillips Corner** – 5.5 acres site adjacent to Crystal Pools on North Casper Street. The owner is clearing, grading and preparing the site for future commercial uses.

Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	The Pines	31	3	28	0
2	Glen Hills I (Phase 1-6)	84	0	82	2
3	Glen Hills II (Phase 7-11)	78	27	22	29
4	Scissortail	88	16	23	49
5	Redbud Glen	74	0	16	58
6	Twin Ponds	25	1	1	23
	Totals	380	47	172	161

Planning Applications Under Review:

A. Annexation(s): **No New Applications**

B. Comprehensive Plan Amendment(s):

1. **Scissor Phase II** - Comprehensive Plan Amendment to change the land use designation of a 38.1-acre site from Suburban Residential to General Residential. The subject site is situated north of E 148th Street and east of S Nyssa Place.

C. Zone Amendment(s):

1. **Scissortail Phase II** – Zone Amendment to change the Zoning of a 38.1-acre site from AG to RS-3. The subject site is situated north of E 148th Street and east of S Nyssa Place.

D. Planned Unit Development (PUD): No New Applications

E. Subdivision Plat(s):

1. **Twin Ponds** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.

F. Lot Split Application(s): No New Applications

G. Site Plan Applications: No New Applications

H. Specific Use Permits: No New Applications

I. Variance(s):

1. **13844 S Quincy Street** – A Variance to reduce or eliminate the setback requirement for an abandoned oil well located at 13844 S Quincy Street.

Approved Projects Not Under Construction

1. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
2. **By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
3. **Carson Trails** – A 394-lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
4. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
5. **Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
6. **C & C Office Park** – A Preliminary and Final Plat to subdivide a 1.26-acre site into two (2) lots located at 459 E 151st St. South

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued June 2023	7
New Commercial Permits Issued June 2023	0
Current Active Residential Permits	57
Current Active Commercial Permits	14
Residential Permits thru June 2022	54
Residential Permits thru June 2023	24
Commercial Permits thru June 2022	5
Commercial Permits thru June 2023	0
Assessment Letters Issued in June 2023	1
Total Assessment Letters Issued in 2023	10

Code Enforcement Activity for 2023

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	697			
Open public nuisance cases through June 2023	103			
CODE ENFORCEMENT CASES	Mar	Apr	May	Jun
	85	163	110	121
High grass:	1	4	18	16
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	5	16	8	4
Nuisance abatements (contractor):	-0-	-0-	-0-	-0-
Notices issued for residents with no water service:	1	1	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	105	78	40	68
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	17	11	5	10
Dilapidated structures/property notices:	1	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	4	5	4	3
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	0	46	30	16
Stagnant water causing mosquito issues:	2	1	3	2
Pest issue:	-0-	-0-	-0-	-0-
Dilapidated fencing:	2	1	2	2
Noxious odor:	1	-0-	-0-	-0-

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GSG/gsg



To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: June 2023 Street and Parks Monthly Report

The following details of all work completed between May 31, 2023 – June 30, 2023

- Streets
 - o Crack sealed – none
 - o Filled potholes
 - 1052 E 132nd PL
 - 14073 S Hickory
 - E 146th & Oak Pl
 - 13860 S Nyssa Pl
 - 4034 S Hickory
 - 456 Glenpool Blvd
 - 4099 Fern Pl
 - 1206 E 139th Pl
 - 1210 E 139th St
 - o Fixed downed streets signs
 - 141st St @ Library – Replaced Stop sign
 - 139th & Poplar Pl – Rehung Stop sign
 - SignalTek replaced School Zone Flasher on WB 141st @ Fern
 - Sign was taken out by small car at around June 25th
 - o Cleaned storm drains – ongoing
 - o Picked up trash around town
- Parks
 - o Black Gold
 - Mowed & trimmed.
 - o Kendalwood North
 - Mowed & trimmed.
 - o Kendalwood South
 - Mowed & trimmed.
 - o Lambert
 - Mowed & trimmed.
 - Park Bridge is still closed.
 - Preliminary nature path cut into park's grass

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- o Morris
 - Mowed & trimmed.
 - Baseball tournament was held on the weekend of June 3rd and 4th.
- o Rolling Meadows
 - Mowed & trimmed.
- o South County Soccer
 - Mowed & trimmed.
- o Picked up trash and emptied trash cans daily at all city parks.
- Community
 - o 3 crew worked 4 days at Morris Park for storm debris.
 - o Cleaned and set trash cans at Conference Center for city concert.
 - o Cleaned and set trash cans for Farmer's Market.
- Misc.

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MINUTES
City Council Regular Meeting
Monday, June 19, 2023 Council Chambers 6:00 PM

COUNCIL PRESENT:

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

STAFF PRESENT:

David Tillotson
Susan White
Wendy Knight
Matt Graves

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 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.
Scott Major of Rosenstein, Fist & Ringold was also in attendance.
- C) Invocation – Rick Tabisz, King of Kings Lutheran Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Recognition of Officer Brian Patino’s recent graduation from CLEET– Jeremy Plane, Police Chief**
Deputy Chief Matt Graves spoke about Officer Patino's training and recent graduation from CLEET.
- F) Departmental Reports**
- Shared an email received this afternoon from Paul Ross with American Waste - they will be picking up storm debris from homes as part of their regular route. We appreciate their assistance in helping our residents.
 - July 3 Council meeting has been cancelled.

- Attending CMOA Conference July 19th - 21st.
- Power at the Public Safety Building is back on.

[CM Report.06192023](#)

G) Mayor Report – Joyce G. Calvert, Mayor

- Commended American Waste for going above and beyond for our residents. They had also contacted Mayor Calvert a week ago, saying they have been praying for our city and councilors.
- Everyone has been working together very well on the storm situation. Residents have been going around asking people if they need help with clean-up, at no charge.
- Attend Mayor's Council at Chickasha last week, and it was outstanding. Discussion were had with OML attorneys and different Mayors throughout the state. It was very informative, and she really enjoyed it.

H) Council Comments

Councilor Brobst thanked all the city workers for being out and helping both yesterday and Saturday night, on their days off.

Councilor Brobst said he also enjoyed the outdoor concert Thursday night. He encouraged our residents to attend the next one on July 20th.

Councilor Lund said Old School Bagel will have a soft opening on Wednesday, and her son will start work there tomorrow.

I) Public Comments

- **Karen Barrett**, Glenpool resident, spoke about her concerns regarding the location of the future sewer plant. **Mr. Tillotson** advised that the City is still searching for land. Land has not been purchased.
- **Dan Barrett**, Glenpool resident, filled out a request to speak form, but declined to speak.

J) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Minutes from June 5, 2023 meeting.
[City Council Regular Meeting - 05 Jun 2023 - Minutes - Html](#)
- 2) Approval of Joint Resolution No. 2023008, A 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.

[Staff Report - Resolution to Renew Security Agreement](#)

- 3) Approval of Budget Amendment CITY-08 for FY22-23, increasing TIF Sales tax based on current collections.
[Budget Amendment.CITY08.FYE23](#)
- 4) Approval of the School Resource Officer Agreement between the City of Glenpool and Glenpool Public School for FY23-24.
[Staff Report - SRO Agreement](#)
- 5) Approval of the agreement with Retail Attractions for Economic Development Consulting Services for FY23-24.
[Staff Report - Retail Attractions Agreement](#)
- 6) Approval of the collective bargaining agreement with the Fraternal Order of Police Lodge 133 for FY's 23-24 and 24-25.
[F.O.P. Lodge 133](#)
- 7) 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, pending City attorney review.

Councilor Fox asked to remove item number 6, "Approval of the collective bargaining agreement with the Fraternal Order of Police Lodge 133 for FY's 23-24 and 24-25" from the Consent Agenda.

Moved by Chris Brobst, seconded by Brandon Kearns

To approve item numbers 1, 2, 3, 4, 5, and 7 on the Consent Agenda.

	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 - GEMS-City Operational Agreement](#)

- K) Consideration and appropriate action relating to items removed from the Consent Agenda**

- 1) Approval of the collective bargaining agreement with the Fraternal Order of Police Lodge 133 for FY's 23-24 and 24-25.

Councilor Fox said he wanted this item removed from the Consent Agenda, is because it is such an important item, he believes it needs to be dealt with separately and not on the buffet of the Consent Agenda. **Vice-Mayor Kearns** thanked **Councilor Fox** for having it removed, and asked if the F.O.P. had agreed to the terms of the last discussion in Executive Session, since it was now on the agenda. **Mr. Tillotson** said that the Union had agreed to everything discussed in the last Executive Session.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

Approval of the collective bargaining agreement with the Fraternal Order of Police Lodge 133 for FY's 23-24 and 24-25.

	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.

L) Scheduled Business

- 1) Discussion and possible action to approve or deny the Amendment to Contract for the FY21 CDBG Urban County Project between the City of Glenpool and the Tulsa County Board of County Commissioners.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Amendment to Contract for the FY21 CDBG Urban County Project between the City of Glenpool and the Tulsa County Board of County Commissioners. Tulsa County and INCOG, are amending the award by allocating an additional \$63,399.00 in federal funds no additional required match to add additional playground infrastructure that wasn't covered by the original grant.

Moved by Chris Brobst, seconded by Tim Fox

To approve the Amendment to Contract for the FY21 CDBG Urban County Project between the City of Glenpool and the Tulsa County Board of County Commissioners.

	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 - CDBG Award Amendment Contract](#)

M) Adjournment

Mayor Calvert declared the meeting adjourned at 6:36 p.m.



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

June 30, 2023

City of Glenpool
Attn: Wendy Knight
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033

RE: Member : City of Glenpool
 Claimant : Marissa Coldwell
 Date of Loss : June 18, 2023
 Claim No. : 213092-1-MR

Dear Ms. Knight:

OMAG has completed its investigation regarding the above referenced claim. It is OMAG's recommendation that this claim be denied because OMAG finds no liability on the City of Glenpool's part regarding this incident. The City of Glenpool is not required nor obligated to take any formal action on this Claim. However, if the City of Glenpool opts to do so, please let us know.

Thank you,

Mandi Ritchie,
Claims Adjuster

NOTICE OF TORT CLAIM

Please complete **BOTH** pages of this form. Please print or type the responses, list a Total Amount at the bottom, and sign & date the form.

City, Town or Municipal Trust involved: Glenpool

CLAIMANT INFORMATION

NAME: <u>Marissa Coldwell</u>	SOCIAL SEC. / TAX ID #: _____
ADDRESS: <u>Stilwell, OK 74960</u>	DATE OF BIRTH: <u>1988</u>
EMAIL: <u>marissabigfeather@yahoo.com</u>	PHONE NO.: _____ GENDER: M / F

nants, list the additional claimants on the back side of this page

CLAIM INFORMATION

DATE: <u>06/18/2023</u>	TIME: <u>10:16</u> () a.m. () p.m.	LOCATION: <u>14446 S Barber St. Glenpool, OK 74033</u>
DESCRIBE INCIDENT (use additional sheets if needed): <u>This incident took place on Sunday 06/18/2023.</u>		
<u>Due to the wind storm a very large limb from a tree in the Black Gold Park fell onto the fence of my back yard.</u>		
<u>The large limb did cause damage to my fence. My house is currently for sale and is under a pending contract.</u>		
<u>I am signing closing documents on Thursday, 6/22/2023 in order to sell my home to the new buyer.</u>		
<u>Therefore I am needing this issue fixed right away.</u>		

DAMAGES / RELIEF REQUESTED

PROPERTY DAMAGE: Is the claim seeking relief for loss or damage to your Property? <u>X</u> Yes <u> </u> No
If you checked "yes", please describe the property and the damage to the property: <u>My backyard fence is damaged from a yard limb falling onto it. The limb laid over onto the fence causing damage to the fence.</u>
If you checked "yes", please state the Relief / Damages requested for loss/damage to property: \$ _____
<i>Please complete the applicable sections on the backside of this form.</i>

OTHER DAMAGE: Is the claim seeking relief <u>other than</u> for loss or damage to property? <u> </u> Yes <u>X</u> No
If you checked "yes", please describe the type of injury or damage you sustained: _____
If you checked "yes", please state the Relief / Damages requested <u>other than</u> for loss/damage to property: \$ _____
<i>Please complete the applicable sections on the backside of this form.</i>

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ _____

CLAIMANT SIGNATURE: Marissa Coldwell DATE SUBMITTED: 06/19/2023

NOTICE OF TORT CLAIM

See Title 51 of the Oklahoma statutes, §157 for the statutory timeline applicable to tort claims. Any settlement of a tort claim is subject to the public entity's obligations under applicable State and Federal law related to child support and Medicare reporting and reimbursement.

ADDITIONAL TORT CLAIMANTS (if applicable)

NAME: _____	SOCIAL SEC. NO.: _____
ADDRESS: _____	DATE OF BIRTH: _____
EMAIL: _____	PHONE NO.: _____ GENDER: M / F
NAME: _____	SOCIAL SEC. NO.: _____
ADDRESS: _____	DATE OF BIRTH: _____
EMAIL: _____	PHONE NO.: _____ GENDER: M / F
NAME: _____	SOCIAL SEC. NO.: _____
ADDRESS: _____	DATE OF BIRTH: _____
EMAIL: _____	PHONE NO.: _____ GENDER: M / F

WITNESS INFORMATION (if applicable)

The following individuals may have information related to the claim, including damages requested:

Name _____	Address _____	Phone and/or Email _____
Name _____	Address _____	Phone and/or Email _____

DAMAGES AND INSURANCE INFORMATION

Property Damage Claims: The following information must be submitted (if available) for property loss/damage claims:

Copy of vehicle title (if applicable), appraisal(s), estimate(s) or repair bill(s) attached? _____ Yes _____ No

Was the property insured? ☒ Yes _____ No If "Yes", was a Claim filed with your insurer? _____ Yes ☒ No

Insurance Company: State Farm Policy No.: _____

Amount Claimed: \$ _____ Amount Received: \$ _____

Other Damage Claim: If medical treatment was provided, the following must be submitted (if available):

Treatment Provider(s): _____

Copies of all medical bills attached? _____ Yes _____ No

Was the injured claimant on the job at the time of the injury? _____ Yes _____ No

Is the injured claimant eligible for benefits through Medicare / Medicaid? _____ Medicare _____ Medicaid _____ No

Did the injured claimant have health insurance? _____ Yes _____ No

Total # of Pages of documentation attached by Claimant(s) to this Notice of Tort Claim: _____



To: Mayor and Council

From: David Agbetunsin, City Engineer

Date: July 17th, 2023

Re: Urban Project Agreement – Transportation Alternatives Program JP No. 38104(04)
Project No. TAP3-8104(004) IG

Background:

The City of Glenpool (“the City”) applied for Transportation Alternatives Program (TAP) funds in January 2023 for sidewalk improvements within the City. The City has been selected to receive TAP grant to fund a sidewalk improvement project in Glenpool from South Broadway street from 142nd Street to 146th Street. The State Job Piece Number is 38104(04) and project number is TAP3-8104(004)IG. The total estimated project cost is \$1,202,760.00. The City would provide a match fund of \$240,552.00, being 20% of the total project cost. The City match would be funded from the City General Fund balance.

Please find attached the Urban Project Agreement, Job Project Information Sheet, Resolution No. 2023002, and Project location map. The attached Urban Project Agreement between the City of Glenpool and the Department of Transportation of the State of Oklahoma is for Council consideration and approval.

Staff Recommendation:

Staff recommends the approval of the agreement between the City of Glenpool and the Department of Transportation of the State of Oklahoma for the TAP Project State Job Number 38104(04) with a City match fund of \$240,552.00.

Attachments:

- Urban Project Agreement – TAP JP No. 38104(04)
- Job Project Information Sheet
- Resolution 2023002 City Council
- Project Location Map

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

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

**PEDESTRIAN/BIKE/TRAIL IMPROVEMENTS
TRANSPORTATION ALTERNATIVE PROGRAM (TAP)**

Proj No:TAP3-8104(004)IG

State Job No.:38104(04)

This Agreement, made the day and year last written below, by and between the City of **GLENPOOL**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
Transportation Alternative Program (TAP)	01	Tulsa	38104(04)	TAP3-8104(004)IG	TAP	IMPROVMENTS IN GLENPOOL FROM S BROADWAY STREET FROM 142ND ST TO 146TH STREET

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not- to-exceed**, TAP total estimated cost of **\$1,202,760.00**, as described below:

FUNDING SOURCE =>			TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38104(04)	Construction - (With 6% Inspection)	\$1,202,760	80 up to a limit of	\$962,208	Remainder	\$240,552
Total		\$1,202,760	Total=>	\$962,208	Total=>	\$240,552

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 38104(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
 - 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
 - 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
 - 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
 - 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
 - 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

- 1) **Compliance with Regulations:**

- The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF GLENPOOL

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF GLENPOOL

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

5/10/2023 11:49:25AM

Job piece: 38104(04)

Scrnprint.rpt

St	County name	Cntl & Sufx	CD MD	Highway	Environ. Type & Date	Start & End point	Mile	Alt count	Ttl Lgth
72	TULSA	999	08 08	ENHAN		0.000 0.000 0.000			0

Description: GLENPOOL: S. BROADWAY STREET FROM 142ND ST TO 146TH ST.

Let Date	Fiscal Year	Let code	Award Date	Bid List	Prog_Category
	2024	4			09 INCOG Program

Com Act	Init date	Work Type	Project Type	Nhs_os	F_Part	N_hwy
		71 PEDESTRIAN / BIKE IMPROVEMENTS	E ENHANCEMENT		Y	

F_syst	F_area	Urban_area	Funct_cl	Impv	Stat_sort	Loaded_by
8	2	2	05	28		MFV

Congress	0	0
Senate Dist.	00	00 00
House Dist.	000	000 000

Prefix	Route	seg agree	mile part	suffix	Proj_id_excpt	Project ID	Prefix_no	(Non)Inter
TAP3	8104	004		IG	N	TAP3 -8104 (004) IG	08	N

Fund Chg Date:

Fund Code	Prog	SpecID	F_Ext	Adv Con	Federal	State	Other	Total
0FED0	NA	NA	NA	0.00	962,208.00	0.00	0.00	
0CITY	NA	NA	NA	0.00	0.00	0.00	240,552.00	
				0.00	962,208.00	0.00	240,552.00	1,202,760.00

Co	Cntl/Sufx	Beg	End	Length
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Bridge No.:

Fhwa Auth	Fhwa Agree	PrelEngr JP	R-O-W JP	Util JP	Consul_PE JP
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STIP FY	Odot Appr Date	MPO date	Published Date
TIP FY			

RESOLUTION 2023002 CITY COUNCIL

Resolution to Request Programming of Tulsa Urbanized Area Transportation Alternatives Program Funds

WHEREAS, Transportation Alternatives Program funds have been made available for transportation improvements within the Tulsa Urbanized Area; and

WHEREAS, the City of Glenpool, Oklahoma has selected a project described as follows:
Glenpool Safe Route to School and Park Project; and

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS, the engineer's preliminary estimate of cost is \$ 1,202,760.00, and Federal participation under the terms of the federal law, IIJA Act, relating to Transportation Alternatives Program Urbanized Area funds are hereby requested for funding of eighty (80) percent of the project cost; and

WHEREAS, the City of Glenpool, Oklahoma proposes to use City of Glenpool's funds for the balance of the project costs; and

WHEREAS, the City of Glenpool, Oklahoma agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS, the City of Glenpool, Oklahoma has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation said matching funds within thirty (30) days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:


(Chief Elected Official or Chair of Local Governing Body)


(Clerk/Secretary/Attorney)

Date 1/3/2023



Project Location	Project Length (Ft)	Project Length (Mi)
E 146th Street/ E. Main Street, (North Side)	230	0.0436
E 146th Street/ E. Main Street, (South Side)	596	0.1129
W 145th Street S/E 145th St S	980	0.1856
S. Broadway St. from W 142nd St. to E 146th St.	1652	0.3129
Total Project Length	3458	0.6549
	TOTAL FEET	TOTAL MILES

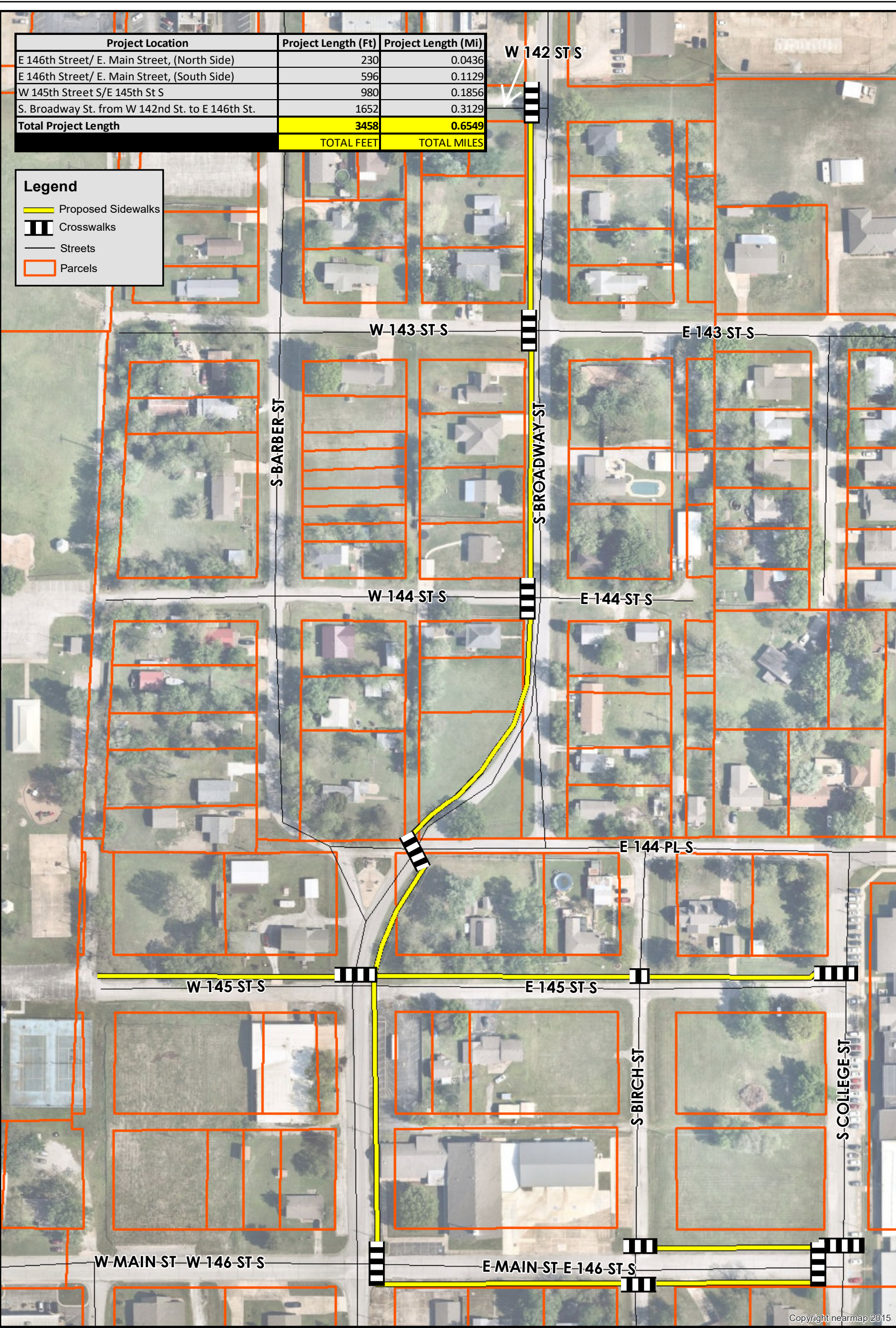
Legend

Proposed Sidewalks

Crosswalks

Streets

Parcels



Location Map for Glenpool, Oklahoma
Safe Route to School and Park Project

0 15 30 60 90 120

Feet

1 inch = 112 feet

Date: 12/ 28/ 2022



To: Mayor and Council

From: David Tillotson, City Manager

Date: July 13, 2023

Re: Glenpool Baseball League User Agreement

Background:

Glenpool has leased the fields at Morris Park to the Glenpool Baseball League for a number of years to provide for youth baseball activities within the City. The league continues to grow and they have requested opportunities to expand their season into the fall. After conversations with both Glenpool Baseball and Indian Nations Youth Sports (football) staff believes that have found a solution that will accommodate the needs of both leagues.

As part of this new contract, Glenpool Baseball will have use of the fields year-round. During the football season, defined in the Indian Nations Youth Sports contract as Monday through Friday from August 1st through December 31st, football will have priority on the days listed, but baseball will continue to be able to play games and practice on the weekends. Additionally, on days that the Indian Nations Youth Sports does not need (or reserve) the fields for practice, baseball will have the right to use the fields for games and practice.

We are also removing the requirement that either the football or baseball league maintain the restroom facilities at Morris Park. The City will take on that responsibility. This is the first step in a longer process with both leagues that will more closely align our local youth sports with each other and the City on a long-term path forward.

Staff Recommendation:

Staff recommends approval of the User Agreement with Glenpool Baseball League.

Attachments:

- Glenpool Baseball League Morris Park User Agreement redline

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

City of Glenpool
Morris Park User Agreement with Glenpool Baseball League
~~January-July 1, 2023~~ through ~~July-June 30, 2024~~

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and the **Glenpool Baseball League** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of City-owned Morris Park for purposes set forth herein. This Agreement shall be effective upon compliance with documentation requirements set forth in Section 17 hereof and execution by duly authorized representatives of the City and the User (the "**Effective Date**").

1. Background and Purpose

- A. Community support. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities (the "**Sport**").
- B. Non-profit. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided substantially by volunteers. Paid staff may include, without limitation, umpires and concession operators, if any. No company, person nor any other entity shall derive profit under this Agreement.

2. Definition of Premises and Ownership

- A. Property. All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings (except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "**Premises**").
- B. Concession Facility. The concession building is owned by the City. Contents of the concession building, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season or upon expiration of this Agreement, whichever occurs sooner. The User may, in its discretion, operate the

concession facility during the Term of this Agreement for the benefit of patrons who use the Premises in accordance with the terms of this Agreement. In no case shall the ~~City or the~~ User allow any third party to operate the concession facility, for profit otherwise.

- C. Office/Storage Building. The office/storage building immediately north of the concession building is owned by the User.
- D. Storage Containers. Con-X boxes (storage containers) located on the Premises are owned by the City. However, the contents of these boxes are owned by the User and/or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of and exclusively for the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. Semi-Annual Term. The Term of this Agreement shall extend from ~~January-July 1,~~ 2023 through ~~July-June 30~~¹, 2024³.
- B. Renewal. This Agreement shall not automatically renew for any additional term. However, the parties expect and intend to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2024³, through June 30, 2025⁴, unless either party gives 30 days' notice of its intention not to renew or this Agreement is terminated for cause.

- C. Scheduling. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. User agrees to abide by the following:

- i. User shall have access to Premises for User's exclusive use as provided herein; except for the following times:
 - 1. User understands that Glenpool Youth Football has priority use of the Premises Monday through Friday from August 1st through December 31st. City acknowledges that it will work with User to provide Premises to User outside of the times specified herein if the Premises are not already reserved for the Glenpool Youth Football.
 - 2. Should User desire to use the Premises during these timeframes, User shall notify the Public Works Department of the need, and if the Premises are available, then User shall be given priority over the general public or any other user.

- i.ii. During all hours of park operation not specifically scheduled for User's exclusive

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use for practice, regular games or tournament play, **User will ensure that the Premises are ~~unlocked and open-closed~~ to the general public, provided including that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.**

~~iii.~~ In all cases, once User has notified the Public Works Department a minimum of two weeks before its need to use the Premises on a given date and time, User shall have priority over the general public or any other user as outlined above.

~~iii.iv.~~ City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.AC., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Public Works Department. ~~During any period of time not within the Term of this Agreement (i.e., from July 1 through December 31 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis.~~

D. Game/tournament/practice schedules. A schedule of all anticipated Sports activities shall be submitted to the Public Works Department 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. Failure to submit such advance schedule may result in loss of priority for any given event.

E. Unscheduled sport events. Sport events not submitted on the season schedule 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 Public Works Department at least 96 hours (four days) 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 ~~unless a third party to this Agreement schedules any event sooner (more than 96 hours before) its planned event provided that date falls within the timelines as detailed in 3.C.~~

4. Scope of License Granted

A. Limited exclusive use. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other third party except for such dates and times as are on record with the Public Works Department and for which there is no prior reservation.

B. Intended use. 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 Public Works Department.

- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by other teams, leagues or Sport-related organizations ("**Affiliated Users**"). User shall not allow the Premises to be used as home field or for practice by any teams outside the User's league service area without the approval of the Public Works Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.
- D. Keys and access. The Public Works Department will issue to User's President, other officers or staff members, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Public Works Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises be changed, User will bear all costs associated with the change.
- E. Right of entry by City. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. Admission charge. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records shall be provided to City upon request.

5. User Fee/Damage Deposit

- A. Damage deposit waived. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Public Works Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement if there is renewal subject to section 3.B.

- B. Liability. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within 30 days of such notification. If User chooses not to do so, 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. Fixtures. 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 Public Works 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. Personal property. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any such fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have 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. Maintenance. 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. Improvements. 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-iii.~~ Cleanliness of real and personal property inside the fenced area of Premises, including removal of all trash from the Premises.
 - ~~v-iv.~~ User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City.
 - ~~vi-v.~~ Prior to leaving the Premises following each 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.
 - ~~vii-vi.~~ Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.

~~viii~~.vii. Maintenance of all storage sheds owned by User.

~~ix~~.viii. General cleanliness and upkeep of any facilities used on the Premises.

~~x~~.ix. All baseball field infield maintenance regarding markings and grass control.

~~xi~~.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.

~~xii~~.xi. All routine dirt work on baseball fields (i.e., pitching mounds, infield dirt, etc.) shall be performed by User, provided that any supplementation of dirt not available on the grounds of the Premises shall be provided by the City.

~~xiii~~.xii. This maintenance plan may be coordinated with Affiliated Users or nonaffiliated users who share access to exclusive use of the Premises under a similar agreement with the City.

~~xiv~~.xiii. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Public Works Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris. User shall also be responsible for moving all equipment from the grass areas on the fields to a mutually agreeable area of the Premises in order to assist the City with maintenance of the grass.

~~xv~~.xiv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.

~~xvi~~.xv. In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

i. Providing the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises ~~other-including~~ mowing of the fenced- in Premises and excluding upkeep of Personal Property, fixtures or improvements belonging to User as outlined in section 7.A. These services shall include, as determined necessary and scheduled by the City the following maintenance:

- Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
- Adequate trash dumpster and/or poly cart service for routine activities;
- All sewerage, concession/bathroom building electrical and plumbing related repairs;
- Parking lot and playing field lighting;
- All fences, backstops and related structures to ensure public safety;
- Mowing or treating with herbicide unwanted vegetation around and below bleachers;
- Turning off and winterizing water and related systems following the agreed upon close of Sport playing season(s);
- Returning water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
- Setting up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.

ii. Scheduled maintenance to be performed by the City shall be as follows:

- Mowing: All Grass covered areas within the entirety of Morris Park will be mowed, on average, once per week during the growing season;
- Park access road/parking lot: The graveled park access road and parking lot

will be graded each year as needed, prior to the beginning of Sport play;

- Pruning: Pruning of trees and shrubs shall be done annually by the City.

8. Utilities

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

9. Concession Facility [optional]

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

E.D. User may not sub-contract the use of the concession to a third party.

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D-E: Use of the concession facility for the sale of concessions is subject to the following conditions:

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

10. Annual Compliance Report

User shall present to the Public Works Department an end-of-season report by August 15, 2023, in a form approved by the Director of the Public Works Department giving a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises in accordance with the City's Sign Code. However, City will not unreasonably deny the exhibition of signage by program sponsors or others with User's approval.
- 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 Public Works 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 Public Works Department.

12. Coach Certification

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

13. Insurance; Indemnification; and Release of claims

- A. Indemnification. 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:
 - i. 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.
 - ii. Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and
 - iii. 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.
- B. Right to Adjust. Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.
- C. 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 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.
- D. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least 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.

- E. 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.
- F. Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations or exercising any of its privileges under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or 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.
- G. Scope. Events within the scope of this provision include without limitation:
- i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any personal injury or property 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.
- H. Control of premises. 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.

- I. *User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the parent or legal guardian of the participant has lawful custody arising or which may arise from any accident that may occur.*
- J. *A release in the form provided by User at Exhibit E shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of the season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.*
- K. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public attending User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

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

15. Default and Termination Provisions

- A. This Agreement shall be subject to termination by the City upon User abandonment of Premises for a period of 30 days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following 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 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 contained in this Agreement 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 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 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 Agreement for any reason, User may apply to the City within 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 not unreasonably withhold its consent.

16. Miscellaneous

- A. Choice of law and venue. This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.
- B. Compliance with all federal, state, local laws. User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.
- C. Non-discrimination provision. User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.
- D. Notice provision. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.
- E. Entire agreement. This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind to the contrary shall be effective to the contrary.
- F. Severability. If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- G. Authority to sign. Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.
- H. Amendment provisions. The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- I. Assignment to third parties. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

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

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

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to be effective as of January 1, 2023.

CITY: City of Glenpool, Oklahoma

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Wendy Knight, City Clerk

City Attorney

USER: Glenpool Baseball League

President

Verification

State of Oklahoma)

County of Tulsa) ss

Before me, a notary public on this ____ day of _____, 2023, personally appeared _____, known to me to be the President of the Glenpool Baseball League [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Date

Notary Public



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 17, 2022

Re: Indian Nations Football User Agreement

Background:

Glenpool has leased the fields at Morris Park to the Indian Nations Football league for a number of years to provide for youth football activities within the City. Glenpool Youth Baseball continues to grow and has requested additional time to use the fields each year. After conversations with both Glenpool Baseball and Indian Nations Youth Sports (football) staff believes that have found a solution that will accommodate the needs of both leagues.

As part of this new contract, Glenpool Baseball will have use of the fields year-round. During the football season, defined in the Indian Nations Youth Sports contract as Monday through Friday from August 1st through December 31st, football will have priority on the days listed, but baseball will continue to be able to play games and practice on the weekends. Additionally, on days that the Indian Nations Youth Sports does not need (or reserve) the fields for practice, baseball will have the right to use the fields for games and practice.

We are also removing the requirement that either the football or baseball league maintain the restroom facilities at Morris Park. The City will take on that responsibility. This is the first step in a longer process with both leagues that will more closely align our local youth sports with each other and the City on a long-term path forward.

Staff Recommendation:

Staff recommends approval of the User Agreement with Indian Nations Youth Sports.

Attachments:

- Indian Nations Youth Sports Morris Park User Agreement redline

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

City of Glenpool
Morris Park User Agreement with Indian Nations Youth
July-August 1, 2023~~2~~, through December 31, 2023~~2~~

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-August 1, 2023~~ (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 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-August~~²⁰²² 1 through December 31, in calendar year 202~~32~~²².
- 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-August~~²⁰²² 1, 202~~42~~²², through December 31, 202~~43~~²², or beyond, provided that User shall give notice of its intention to renew or amend the current Agreement by June 1, 202~~43~~²². ~~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. ~~User shall generally be allowed priority use for the Premises each Monday through Friday for Sport activities from August 1st through December 31st. User will provide a schedule for User's use of the Premises. Should User desire to use the Premises outside these timeframes, User shall notify the Public Works Department of the need, and if the Premises are available, then User shall be given priority over the general public or any other user. In all cases, once User has notified the Public Works 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.~~
- ii. ~~User understands that Glenpool Baseball League has priority use of the Premises on Saturdays and Sundays from August 1st through December 31st and at all times that fall outside of the Term of this Agreement. City acknowledges that it will work with User to provide Premises to User outside of the times specified in 3.A.i above if the Premises are not already reserved for the Glenpool Baseball League.~~
- iii. ~~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-including that-the restroom, concession building, storeroom building and drive thru gate, may be locked for safe-keeping.~~
- iv. ~~In all cases, once User has notified the Public Works 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 Public Works 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).~~

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- D. To the fullest extent that they can be known in advance, activity schedules shall be submitted to the Public Works 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 and which fall under the timelines stated in 3.C.i above. Such schedule shall be prominently posted either at Morris Park or online through the User's website or social media pages 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 Public Works 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, provided that the unplanned or previously unscheduled Sport activities fall within the timeframes allowed under 3.C.i above.
- F. Scheduling of User Sport activities will be coordinated with the Public Works 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 and during the timeframes allowed under 3.C.i above.

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 Public Works 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 Public Works Department.
- C. The Public Works 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 Public Works 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 Public Works 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 Public Works 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 require. Should any defect 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.i. Stocking and cleaning the restroom facilities, including all paper goods, and cleaning supplies.~~
 - iv-iii. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
 - v-iv. 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-v. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
 - vii-vi. Maintenance of all improvements owned by User.
 - viii-vii. 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.~~
 - *viii. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws, and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such

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

xii-ix. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Public Works 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 party may negotiate.

i. User agrees to ensure that, when Sport activities are over, all persons have left the Premises and all electronic facilities (interior building lights, air conditioners, electrical devices, telephones, play field lights) are turned off by the park curfew unless User obtains permission for the Public Works 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 the trash, litter and debris. User shall also be responsible for moving all equipment from the grass areas on the fields to a mutually agreeable area of the Premises in order to assist the City with maintenance of the grass.

xii.

xiii-x. 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.

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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 outlines in section 7.A. These services shall include the following maintenance, without limitation:
 - (1) Improvements for the benefits of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom, paved walkways, playground equipment, irrigations system and all covered areas, trees and shrubs (other than playing fields);
 - (2) Adequate trash dumpster and/or polycart service for routine activities;
 - (3) All sewerage, bathroom building electrical and plumbing related repairs;
 - (4) Parking lot and playing field lighting;
 - (5) All fences, backstops and related structures to ensure public safety;
 - (6) Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - (7) Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - (8) Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - (9) 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:

- (1) Mowing ~~and edging of the Premises~~~~(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;
- (2) 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;
- (3) 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;
- (4) Pruning: Pruning of trees and shrubs shall be done annually by the City.

- iii. Stocking and cleaning the restroom facilities, including all paper goods, and cleaning supplies.

- iii.iv. 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 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 the 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 in youth sports programs.
- B. City reserves the right to run a Criminal Background Check for all 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:
 - i. 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;
 - ii. Worker's Compensation Insurance Coverage only if applicable, in compliance with the Worker's Compensation Law of the State of Oklahoma; and
 - iii. 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) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance 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 the City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City 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 cancelled or materially changed without giving the 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 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 the 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, judgements, 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 guess, 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, volunteer 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 government 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.

13. Accident/Incident Reporting Requirement

- A. User shall submit to the Public Works 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.

14. 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.

15. 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 US Mail, certified with return receipt required, 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.

16. 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

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Wendy Knight, City Clerk

City Attorney

Indian Nations Youth Sports

Print Name:
Title:

Date

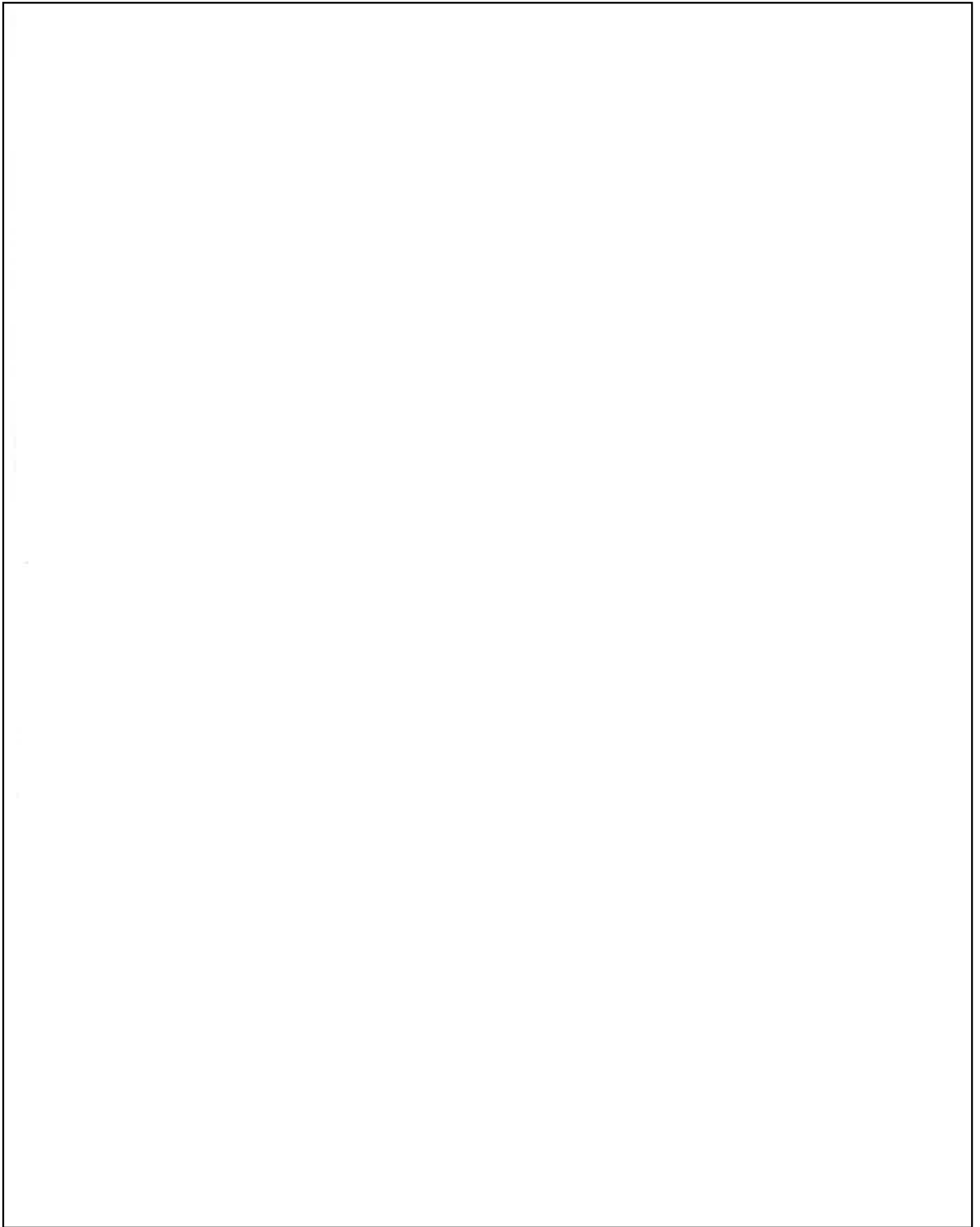
VERIFICATION

State of Oklahoma)
) ss
County of Tulsa)

Before me, a notary public, on this _____ day of _____, 2022, personally
appeared _____ known or verified 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:

seal





To: Mayor and Council

From: David Tillotson, City Manager

Date: July 13, 2023

Re: BlackGold Park Concession Lease Agreement

Background:

The City has leased the concession building to Lance and Michelle Cole for the last several years to provide concession services at BlackGold Park. This Agreement extends that lease for Fiscal Year 2023-2024. The only changes from prior years is that we have removed the requirement that the Cole's maintain the restroom facilities as the City is accepting that responsibility.

Staff Recommendation:

Staff recommends approval of the Lease Agreement with Lance and Michelle Cole.

Attachments:

- BlackGold Park Concession Lease Agreement

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

**Lease Agreement: City of Glenpool/Black Gold Park Concession Facility/City
Lance & Michelle Cole/User
TERM: July 1, 2023 through June 30, 2024**

LEASE AGREEMENT

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

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

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

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

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

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) City: City of Glenpool
- c) City's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. David Tillotson
Telephone: 918-322-5409
Email: dtillotson@cityofglenpool.com
- d) User: Lance and Michelle Cole
- e) User's Address for Notice Purposes:
13419 South 19th Street, Bixby, Oklahoma 74008
Telephone: 918-986-4171 (Lance) 918-519-2234 (Michelle)
Email: colefamok@yahoo.com
Email: lance.cole@landstarmail.com
- f) Term: July 1, 2023 through June 30, 2024

- g) Rent: User shall pay rent to the City for the use of the Premises of \$300.00 per month for the months of May, June, July and August during the term of this Agreement for a total of \$1,200.00.
- h) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

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

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

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

Section 3. Other Obligations of User. It shall be the duty of the User to:

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

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

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

Section 5. Insurance, Indemnification and Release of Claims

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

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

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

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

Section 6. Option to Renew. City and User shall have the option, but not the obligation, to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 7. City's Right of Access. City shall have an unrestricted right to enter the Premises at its sole discretion, provided that City shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of User's Operations.

Section 8. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

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

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

Section 9. Damage. If any portion of the Premises necessary for User's Operations is damaged during the Term of this Lease, other than by causes attributable to User, City will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in City's reasonable judgment, more than thirty days to repair, then User may opt to terminate this Agreement without liability.

Section 10. Exclusivity of Lease. City shall not lease, license or otherwise enter into any agreement with any party other than User for the use or occupancy of the Premises during the Term of this Agreement.

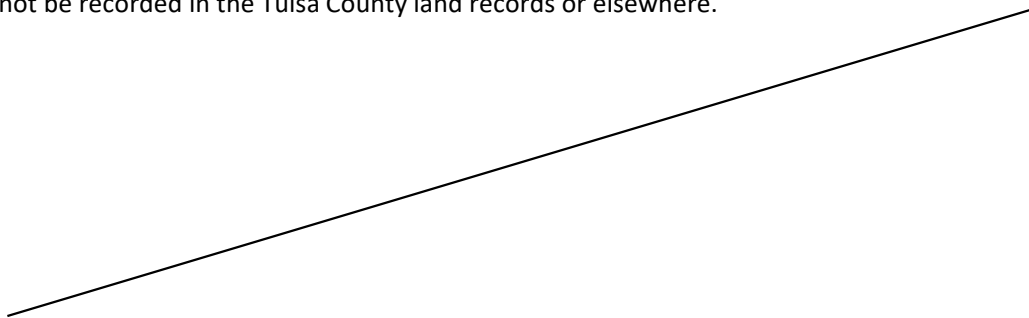
Section 11. Utilities. City will provide, at no cost to User, all utilities required by User's Operations so long as such use is within the scope of this Agreement.

Section 12. Successors and Assigns. User shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the City.

Section 13. Complete Agreement. This Agreement contains all agreements, promises, and understandings between City and User and no other agreements, promises, or understandings shall or will be binding on either City or User. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 14. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 15. Recording Not Required. City and User agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.



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

CITY: City of Glenpool

Joyce G. Calvert, Mayor

Date

Attest:

Wendy Knight, City Clerk

Date

Approved as to Form:

City Attorney

Date

USER: Business Name "Koneheadz"

Lance Cole, Co-Proprietor

Date

Michelle Cole, Co-Proprietor

Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this the _____ day of _____, 2023, personally appeared before me Lance Cole and Michelle Cole, to me known or satisfactorily proven to be the User described in, and who executed, the foregoing

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

GIVEN under my hand and seal

Notary Public

My commission expires:

Attachments:

- Insurance certificate in compliance with Section 5 of this Lease Agreement
- Copies of all required food handler permits

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: GERALD S. GILBERT, DEVELOPMENT SERVICES DIRECTOR

DATE: JULY 17, 2023

ITEM: C&C OFFICE PARK FINAL PLAT

REQUEST: FINAL PLAT OF A 1.26-ACRE SITE.

APPLICANT: 459 E 151ST ST. SOUTH, LLC

LOCATION: 459 E 151ST ST. SOUTH

ZONING: CS (COMMERCIAL SHOPPING CENTER)

COMP PLAN: SH67 CORRIDOR

APPLICANT REP: RYAN MCCARTY

BACKGROUND

The subject site is approximately 1.26-acres in overall size and is currently “un-platted”. There currently exists a 2,406sf single family residence, as well as several ancillary structures. Recently, the Commission and City Council approved a rezone of the site from AG (Agricultural) to CS (Commercial Shopping Center). At that time, the applicant indicated their desire to convert the existing residence into an office use. To allow the conversion of the existing residence to a commercial use the site is required to be platted (COG Subdivision Ord. 12-3-3). As such, the applicant is proposing to subdivide the site into two (2) lots. Lot 1 is 0.59-acres (25,853 sf) in size and Lot 2 is 0.66-acres (28,918.4 sf) in size.

SURROUNDING ZONING / LAND USES

	Zoning	Comp Plan	Land Use
North	RS-3 (Residential Single High Density)	Suburban Residential	Residential single family (Scissortail)
South	AG (Agricultural)	Suburban Residential	Vacant/Undeveloped
East	AG (Agricultural)	SH67 Corridor	Schaudt’s Mortuary
West	CS (Commercial Shopping Center)	SH67 Corridor	Office/Commercial (Elwood Creek)

Comprehensive Plan

The subject site is designated SH67 Corridor on the city's Comprehensive Plan. SH67 Corridor is intended for "highway-oriented nonresidential or mixed-use development that can optimize use of high-profile frontage properties but will require cooperation with the Oklahoma Department of Transportation to establish strict controls on access to and from the highway while consideration is given to the impact of such uses upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future."

Zoning

The subject site is currently zoned CS (Commercial Shopping Center). The CS zoning classification is intended to "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." The future use of the site for office uses is permitted within the CS zone only after the site has been platted and a site plan application approved.

Access:

The site is currently accessed on the southern boundary from SH-67 (151st St.).

Services:

The property is served by the City of Glenpool water and sewer, ONG and OG&E.

Physical Features of the Property:

There are no FIRM Flood Hazard Areas within the subject site. The subject site has been previously graded and is relatively flat and drains towards the southeastern edge of the property. Future development would need to construct onsite storm drain infrastructure as part of the eventual development of the site.

Future development would tie into existing water, sewer, gas and electric services. As such, utilities within the immediate area are adequate to serve the project area.

PROJECT DESCRIPTION

The applicant is requesting a Final Plat of a 1.26-acre site. The plats propose to subdivide the site into two (2) tracts as described in the table below.

Tract	Size
Lot 1	0.59-acres (25,853 sf)
Lot 2	0.67-acres (28,918.4 sf)
Total	1.26 acres

The corresponding Preliminary Plat was reviewed and approved with conditions by the Planning Commission on July 10th, 2023. One condition placed on the plat stipulated the proposed driveway illustrated on the plat requires written ODOT approval prior to recordation of the Final Map.

ANALYSIS

Through the platting process the applicant proposes to create two (2) lots, one (1) block parcel of land. As illustrated in the attached Exhibits, the proposed tract would meet minimum lot width, and frontage requirements as well as required lot area of the Zoning Code, specifically, Section 11-4-8 Nonresidential Development Standards for CS zoned properties. Listed below is a comparison table of the minimum development standards for the CS zone and the applicant's proposed lot configuration.

Development Standards:

CS Zone	Required (Min)	Proposed	
		Lot 1	Lot2
Lot Width	150 feet	170 feet	190 feet
Lot Area	None	.59 acres	.67 acres

As illustrated in the above table, the site meets or exceeds the zoning and development requirements for CS zoned lands. There are no additional right-of-way dedications needed from the site. There will be no changes in utility services provided for the site. The Final Plat substantially conforms to the approved Preliminary Plat. The applicant has prepared and submitted the required infrastructure improvement documents for the Final Plat.

TAC

No additional comments

PLANNING COMMISSION ACTION:

At their July 10th, 2023 meeting, the Planning Commission reviewed and on a 4-0 vote recommended approval of the Final Plat.

STAFF RECOMMENDATION:

Staff recommends the City Council affirm the Planning Commission action; and approve the Final Plat, Titled C&C Office Park with the following conditions:

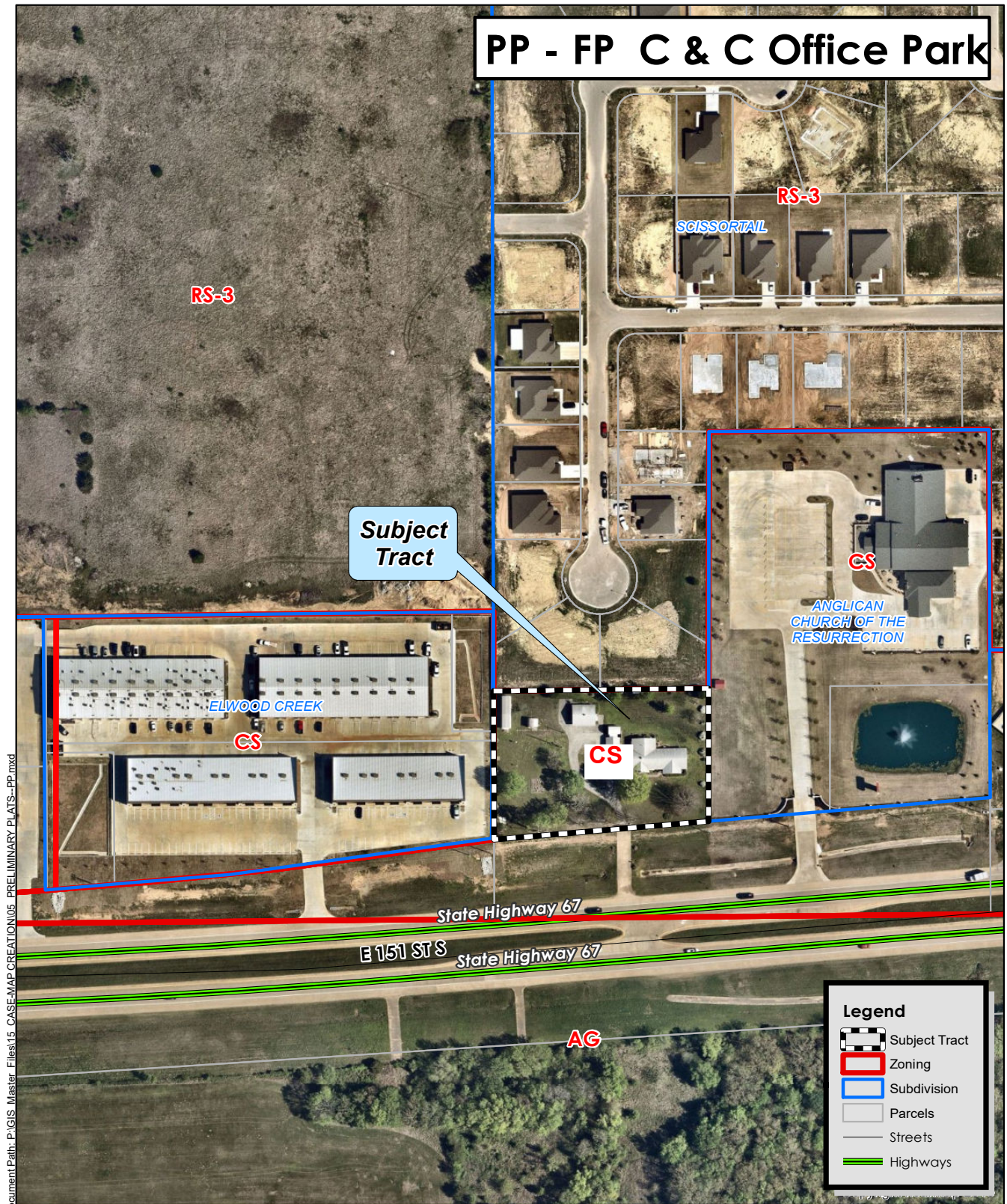
1. The proposed driveway requires written ODOT approval prior to recordation of the Final Map.
2. Minor Corrections to Final Plat Dated May 25, 2023

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Comp Plan Map
3. Application
4. Approved Preliminary Plat
5. Proposed Final Plat Map
6. Legal Description

Aerial Photo / Zoning Map

PP - FP C & C Office Park



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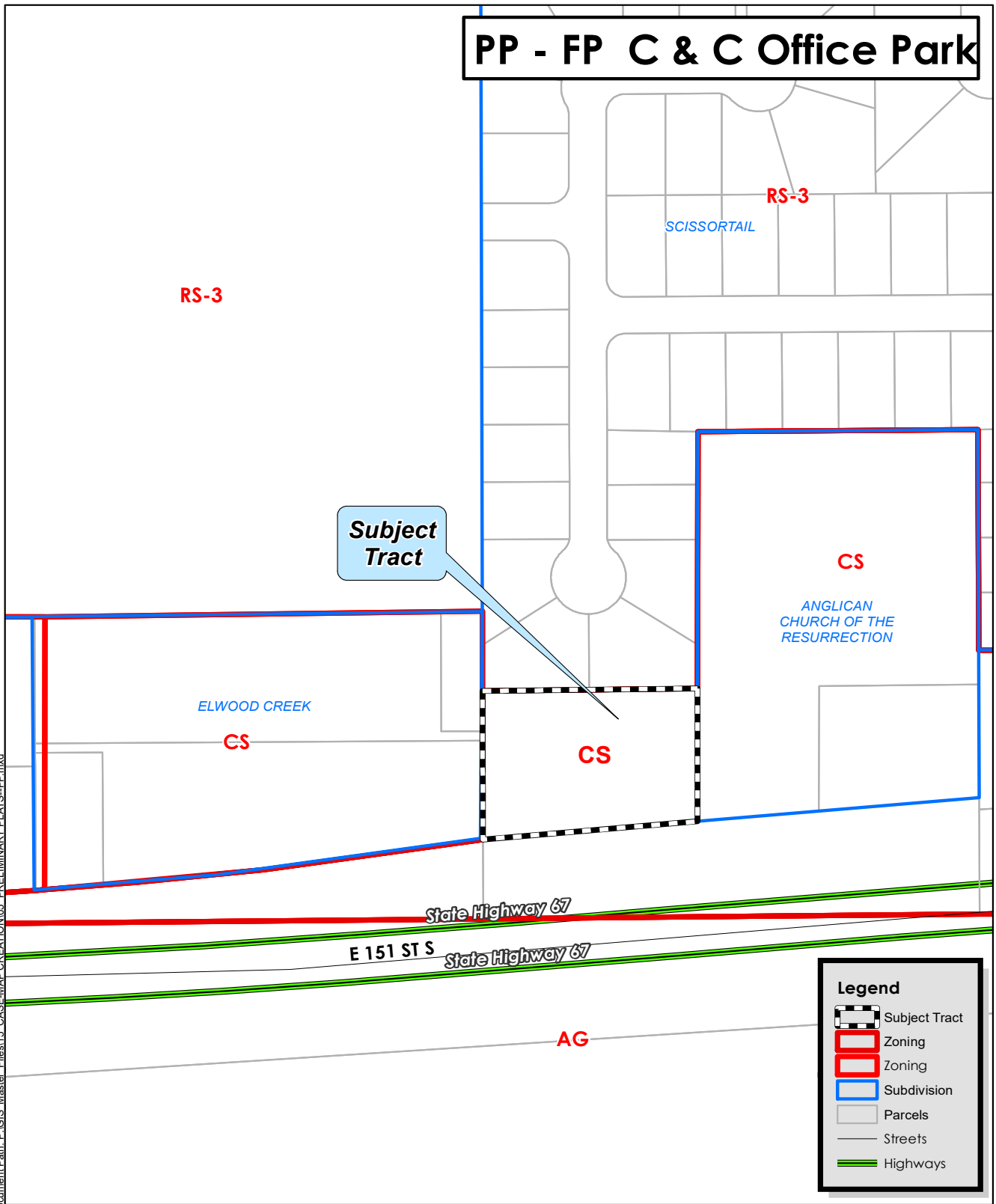


Plat Name: C & C Office Park
 Property Owner: 459 E 151st Street, LLC
 Property Address: 459 E 151st Street



PP - FP C & C Office Park

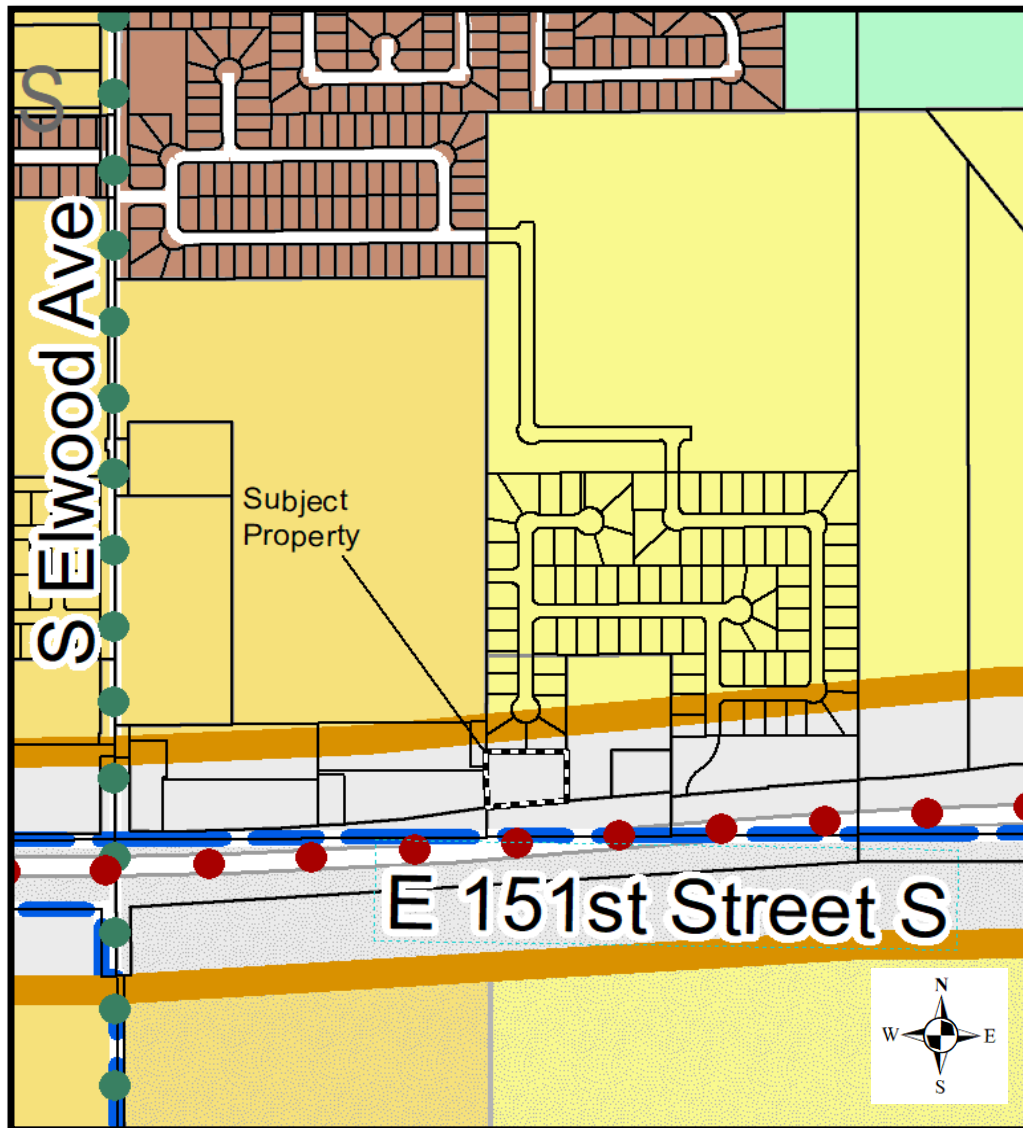
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Plat Name: C & C Office Park
 Property Owner: 459 E 151st Street, LLC
 Property Address: 459 E 151st Street

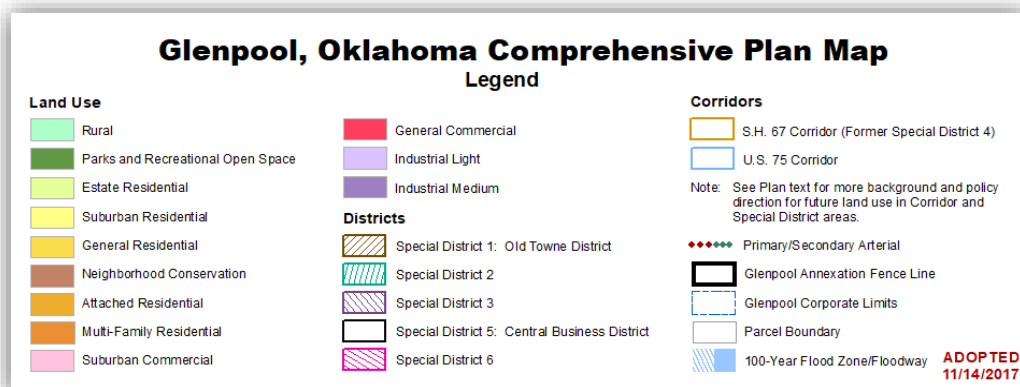


Comprehensive Plan Map



SUBJECT PROPERTY: 459 E 151st ST, LLC, GLENPOOL, OK

COMP PLAN AMENDMENT MAP



Application

APPLICATION FOR APPROVAL OF A PRELIMINARY AND FINAL SUBDIVISION PLAT

There is a fee for submittal and review of both a (1) preliminary plat and a (2) final plat; fee must be paid at the time of application. Before a preliminary or final plat submission, the applicant or representative shall schedule a pre-submittal meeting with the Community Development Department.

CHECK BOX INDICATING PRELIMINARY OR FINAL PLAT SUBMISSION

RECEIVED
MAY 25 2023
BY: MB

PRELIMINARY PLAT ☒

A preliminary subdivision plat submitted for city approval shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma, the preliminary plat shall illustrate, contain, or be accompanied by the information required in Section 12-5A-3 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	RGM		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	RGM		LEGAL DESCRIPTION (WORD.DOC OR PDF)
3	RGM		PROCESSING FEE + \$1.00 FOR EACH REQUIRED PUBLIC HEARING NOTICE
4	RGM		LIST OF ALL ABUTTING. ¹ PROPERTY OWNERS OF SUBJECT SITE, AS WELL AS ADDRESSED ADHESIVE ENVELOPE LABELS FOR SUCH PROPERTY OWNERS AS LISTED IN THE OFFICE OF COUNTY CLERK COMPILED BY A FULLY BONDED ABSTRACT AND TITLE COMPANY
5	RGM		(5) PAPER (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF PRELIMINARY SUBDIVISION PLAT
6	RGM		(5) PAPER COPIES (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF THE PRELIMINARY CONSTRUCTION DOCUMENTS COVERING THE PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS NECESSARY TO SUPPORT THE PROJECT

¹ ABUTTING: In addition to the customary meaning, abutting, for the purposes of notice, shall mean contiguous or separated therefrom only by a non-arterial street.

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	RGM		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	RGM		PROCESSING FEE "BY SEPARATE SUBMITTAL"
3	RGM		(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	RGM		(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:	(7) X \$1.00 = 7.00	NO FEE/NOTICE FOR FINAL PLAT
TOTAL:	\$ 207.00	\$250.00



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: C&C Glenpool

DEVELOPER'S NAME: 459 E 151ST ST LLC

DEVELOPER'S ADDRESS: 459 E 151ST ST Glenpool, Ok 74033

DEVELOPER'S PHONE: 918-402-3001 **DEVELOPER'S EMAIL:** tchinowth@cclitemail.com

ENGINEER'S NAME: Engineered by Design PLLC

ENGINEER'S ADDRESS: P.O. BOX 15567 DEL CITY, OK 73155

ENGINEER'S PHONE: 405-234-0980 **ENGINEER'S EMAIL:** ahale@engineeredbydesign.pro

ZONING: OL **PUD: Y/N** Y **PUD NO.:** TBD

SANITARY SEWER: ☒ CITY ☐ LAGOON ☐ SEPTIC ☐ OTHER

WATER PURVEYOR: ☐ CITY ☒ OTHER Creek County RWD 2

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.

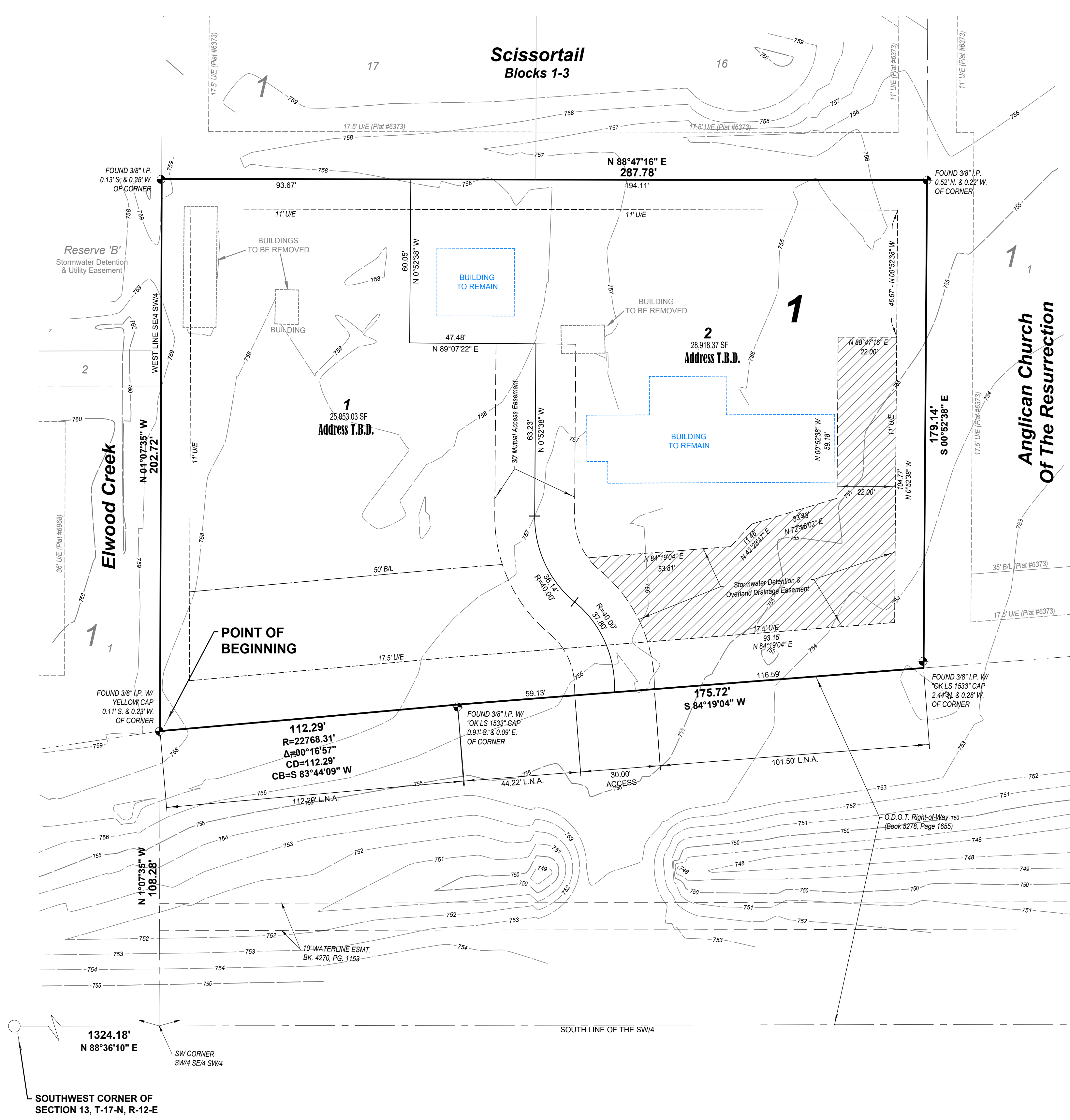
APPLICANT SIGNATURE:

DATE: 3/16/23

PROPERTY OWNER SIGNATURE:

DATE: 3/16/23

**Approved
Preliminary Plat**



PRELIMINARY PLAT
CS - Commercial Shopping District

C&C Office Park

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer
459 E 151ST ST, LLC
459 EAST 151ST STREET SOUTH
GLENPOOL, OK 74033
PHONE: (918) 402-3001
MR. TAYLOR CHINOWTH

Surveyor
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer
ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2024

Subdivision Statistics

SUBDIVISION CONTAINS TWO (2) LOTS IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 54,771.4 SF OR 1.26 ACRES

Basis of Bearings

OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

Monumentation

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS NOTED AND SHOWN OTHERWISE HEREON.

Benchmark

ON-SITE NGS OPUS SOLUTIONS REPORT (NAVD 1988)

Address

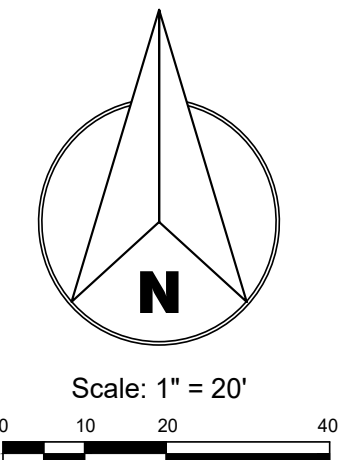
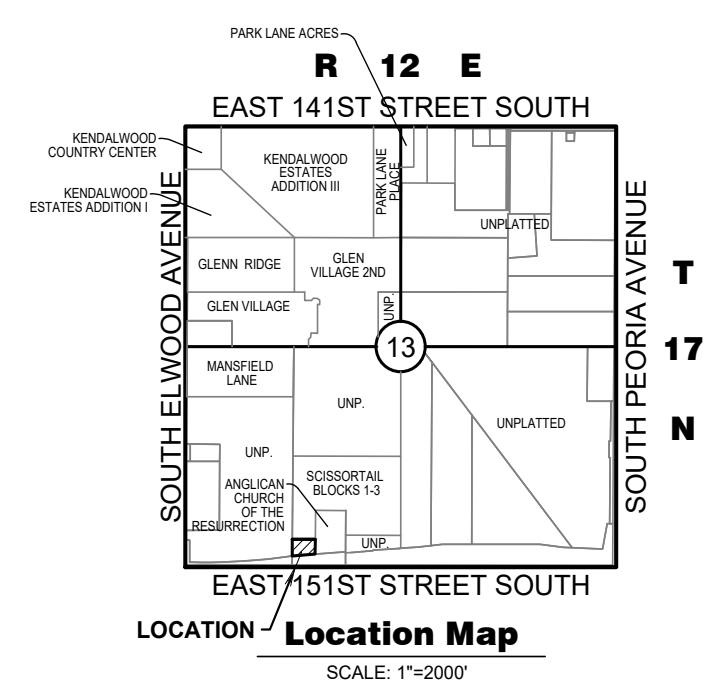
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF GLENPOOL, OKLAHOMA, COMMUNITY PANEL NO. 40143C0428L - OCTOBER 16, 2012, WHICH INDICATES THE SURVEYED PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Legend

- B/L.....BUILDING SETBACK LINE
- L.N.A.....LIMITS OF NO ACCESS
- OD/E.....OVERLAND DRAINAGE EASEMENT
- U/E.....UTILITY EASEMENT
- 12500.....STREET ADDRESS
- [Hatched Box] STORM WATER DETENTION & OVERLAND DRAINAGE EASEMENT



STATE OF OKLAHOMA)
COUNTY OF TULSA)

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

DATED THE _____ DAY OF _____, 2023

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY



C&C OFFICE PARK
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SE¼ SW¼) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW¼ SE¼ SW¼ AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N01°07'35"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW¼ SE¼ SW¼; THENCE N01°07'35"E ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N88°47'16"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°52'38"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S84°19'04"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S83°44'09"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 54,771.4 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

BASIS FOR BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW¼ OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS AND 1 BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'C&C OFFICE PARK', A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES

A. RIGHT-OF-WAY & UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AND RIGHT-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF GLENPOOL FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COCERCATION 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 RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTHERN AND EASTERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, 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.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND THE CITY OF GLENPOOL, OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE CITY OF GLENPOOL, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. LANDSCAPE AND PAVING REPAIR

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON HIS LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, ELECTRIC, NATURAL GAS, CABLE TELEVISION, OR TELEPHONE SERVICE.
- NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, CREEK COUNTY RURAL WATER DISTRICT NO. 2 SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.
- ALL TREES SHALL BE PLANTED AT LEAST FIVE FEET (5') AWAY FROM ALL UNDERGROUND UTILITIES.
- NO ALTERATION TO APPROVED LANDSCAPE PLANS SHALL BE PERMITTED WITHOUT APPROVAL FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.
- FOLLOWING THE COMPLETION OF THE PLANTING OF ALL LANDSCAPE MATERIAL, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LONG-TERM HEALTH, CARE, AND MAINTENANCE OF ALL PLANT MATERIAL ON SITE. DEAD AND DISEASED PLANT MATERIAL SHALL BE REPLACED AS PER THE APPROVED LANDSCAPE PLAN.

D. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNERS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE LOT OWNERS SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE DETENTION EASEMENT AREAS ARE REQUIRED TO MEET ALL CITY STANDARDS PERTAINING TO MAINTENANCE OF A DETENTION AREA.

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

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

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

E. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF GLENPOOL, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF GLENPOOL, THE CITY OF GLENPOOL 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 LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.

G. MUTUAL ACCESS EASEMENT

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN C&C OFFICE PARK AND THE CITY OF GLENPOOL, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN C&C OFFICE PARK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR OWNER OF ANY LOT WITHIN THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. ENFORCEMENT

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES 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 CITY OF GLENPOOL, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT 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, 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2023.

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
TAYLOR CHINOWTH, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED TO ME TAYLOR CHINOWTH, MANAGER OF 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF 459 E 151ST ST, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2026
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

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

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

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 _____, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



**Proposed
Final Plat**

C&C Office Park

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer

459 E 151ST ST, LLC
459 EAST 151ST STREET SOUTH
GLENPOOL, OK 74033
PHONE: (918) 402-3001
MR. TAYLOR CHINOWTH

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES: 6-30-2024

Subdivision Statistics

SUBDIVISION CONTAINS TWO (2) LOTS IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 54,771.4 SF OR 1.26 ACRES

Basis of Bearings

OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

Monumentation

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS NOTED AND SHOWN OTHERWISE HEREON.

Benchmark

ON-SITE NGS OPUS SOLUTIONS REPORT (NAVD 1988)

Address

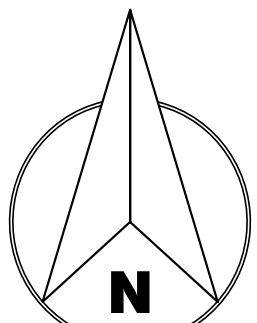
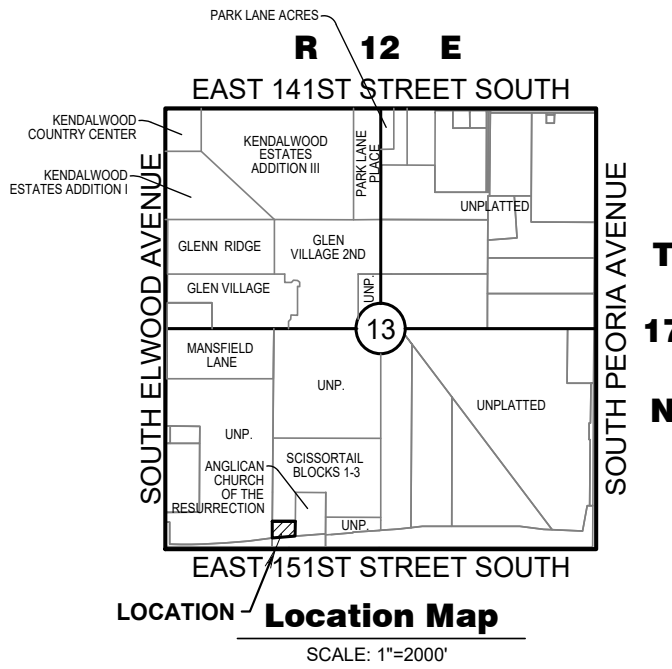
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF GLENPOOL, OKLAHOMA, COMMUNITY PANEL NO. 40143C0428L - OCTOBER 16, 2012, WHICH INDICATES THE SURVEYED PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Legend

B/L.....BUILDING SETBACK LINE
L.N.A.....LIMITS OF NO ACCESS
OD/E.....OVERLAND DRAINAGE EASEMENT
U/E.....UTILITY EASEMENT
12500.....STREET ADDRESS
[Hatched Box] STORM WATER DETENTION & OVERLAND DRAINAGE EASEMENT



Scale: 1" = 20'

STATE OF OKLAHOMA)
COUNTY OF TULSA)

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

DATED THE _____ DAY OF _____, 2023

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

FINAL PLAT

CERTIFICATE OF APPROVAL

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

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

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

MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE 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.

COUNTY TREASURER STAMP

C&C Office Park

Sheet 1 of 2

DATE PREPARED: May 25, 2023

C&C OFFICE PARK
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW¼ SE¼ SW¼) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW¼ SE¼ SW¼ AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N01°07'35"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW¼ SE¼ SW¼; THENCE N01°07'35"E ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N88°47'16"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°52'38"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S84°19'04"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S83°44'09"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 54,771.4 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

BASIS FOR BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW¼ OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS AND 1 BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'C&C OFFICE PARK', A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES

A. RIGHT-OF-WAY & UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AND RIGHT-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF GLENPOOL FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWER, TELEPHONE AND COLOCATION 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 RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTHERN AND EASTERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, 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.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND THE CITY OF GLENPOOL, OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE CITY OF GLENPOOL, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. LANDSCAPE AND PAVING REPAIR

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON HIS LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, ELECTRIC, NATURAL GAS, CABLE TELEVISION, OR TELEPHONE SERVICE.
- NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, CREEK COUNTY RURAL WATER DISTRICT NO. 2 SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.
- ALL TREES SHALL BE PLANTED AT LEAST FIVE FEET (5') AWAY FROM ALL UNDERGROUND UTILITIES.
- NO ALTERATION TO APPROVED LANDSCAPE PLANS SHALL BE PERMITTED WITHOUT APPROVAL FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.
- FOLLOWING THE COMPLETION OF THE PLANTING OF ALL LANDSCAPE MATERIAL, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LONG-TERM HEALTH, CARE, AND MAINTENANCE OF ALL PLANT MATERIAL ON SITE. DEAD AND DISEASED PLANT MATERIAL SHALL BE REPLACED AS PER THE APPROVED LANDSCAPE PLAN.

D. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNERS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE LOT OWNERS SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE DETENTION EASEMENT AREAS ARE REQUIRED TO MEET ALL CITY STANDARDS PERTAINING TO MAINTENANCE OF A DETENTION AREA.

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

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

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

E. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF GLENPOOL, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF GLENPOOL, THE CITY OF GLENPOOL 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 LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.

G. MUTUAL ACCESS EASEMENT

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN C&C OFFICE PARK AND THE CITY OF GLENPOOL, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN C&C OFFICE PARK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR OWNER OF ANY LOT WITHIN THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. ENFORCEMENT

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. RIGHT-OF-WAY, EASEMENTS AND UTILITIES 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 CITY OF GLENPOOL, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT 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, 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2023.

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
TAYLOR CHINOWTH, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED TO ME TAYLOR CHINOWTH, MANAGER OF 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF 459 E 151ST ST, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2026
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

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

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

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 _____, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



Legal Description

459 E 151st St. South LLC

Legal Description

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW/4 SE/4 SW/4 AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N00°00'07"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW/4 SE/4 SW/4; THENCE N00°00'07"W ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N89°54'44"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°14'50"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S85°26'32"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S84°51'36"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 54,771.4 SF OR 1.26 ACRES, MORE OR LESS.



To: The Mayor and Council, City of Glenpool
From: David Agbetunsin, City Engineer
Date: July 17, 2023
Re: 2023 Street Maintenance and Stormwater Structure Improvement Projects - Phase II

Background:

This is a request for Council's consideration and action regarding the 2023 Street Maintenance and Stormwater Structure Improvement Projects Phase II, hereafter referred to as 'the project'. This involves street paving repairs, overlays, and stormwater structure improvements within the City of Glenpool. The City staff has evaluated the problem areas within our public street system that require varying degrees of repair that are greater in scope than the City is able to accomplish with current staffing and equipment.

Dunham Asphalt Services Inc was the lowest and responsible bidder for this project at bid opening on April 24th, 2023. Council would recall the approval of Phase I of this project on May 15, 2023. City Staff present phase II of this project for Council consideration and action. Phase II of this project would include the following project numbers; 3,7,8,13, 14, 15, 17,18,19. The total cost of Phase II is \$ 318,700.00. The project would funded from the FY2023/2024 annual budget ledger #01-6-14-6274.

Staff Recommendation:

Staff recommends that authorization be given to the City Manger to enter into a construction contract agreement covering the completion of the selected phase II projects for a total amount of \$318,700.00 to be funded from the FY 2023/2024 annual budget under Item No 01-6-14-6274.

Attachments:

Bid Tabulation
Submitted Bid from Dunham Asphalt Services, Inc., and Project Location Maps

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



City of Glenpool

**2023 Street Maintenance and Stormwater Structure
Improvement Projects**

Bid Opening 10:00AM

Date: April 24, 2023

Contractor Submitting Bid:

Total Bid Price:

DUNHAM'S ASPHALT

\$ 702,490.00

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

BID PROPOSAL

This Bid Proposal is hereby submitted by: Dunham's Asphalt Services Inc
(hereinafter called "Bidder"), organized and operating under the laws of the State of Oklahoma
Submitted To: The City of Glenpool, Oklahoma (hereinafter called "Owner").
This date: 4-24-23

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all Work for the pavement removal, construction, reconstruction, and replacement including asphaltic pavement milling and overlays and stormwater structure repair in accordance with the CONTRACT DOCUMENTS for the 2023 City of Glenpool Street Maintenance Projects and Stormwater Structure Improvement Program, within the time set forth therein, and at the total price stated below: City of Glenpool Street Maintenance and Stormwater Structure Improvement

2023 City of Glenpool Street Maintenance and Stormwater Structure Improvement Program Total Bid Price: (Projects No. 1 Thru 19)

*Lump Sum in Words: Seven Hundred two thousand
four hundred ninety dollars -
*Total Bid Price: 702,490.00

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

The Bidder hereby agrees to commence Work under this Contract within ten (10) calendar days of the date to be specified in the Notice to Proceed and to fully complete the project within:

Sixty (60) consecutive calendar days (Base Project Bid).

No Bidder may withdraw a Bid within thirty (30) days after the actual opening and public reading thereof.

Bidder acknowledges receipt of the following Addenda pertaining to the Base Project:

6

Bidder agrees to perform all Work described in the CONTRACT DOCUMENTS for the lump sums listed for each specified project and for the total lump sum of listed all projects as specified in the attached Bid Schedule and as stated above.

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

Bid Submitted By:

Durham's Asphalt Services Inc

Company Name

6213 S. 103rd W Ave
Sapulpa OK
74066

Address & Contact Information

Company Representative:

[Signature]

Name (Signature)

Tim Quastbrock

Name (Print)

As: Vice President

Title



Attest:

By: [Signature]

Signature

As: Secretary

Title

Project Number: 3

Location and Description

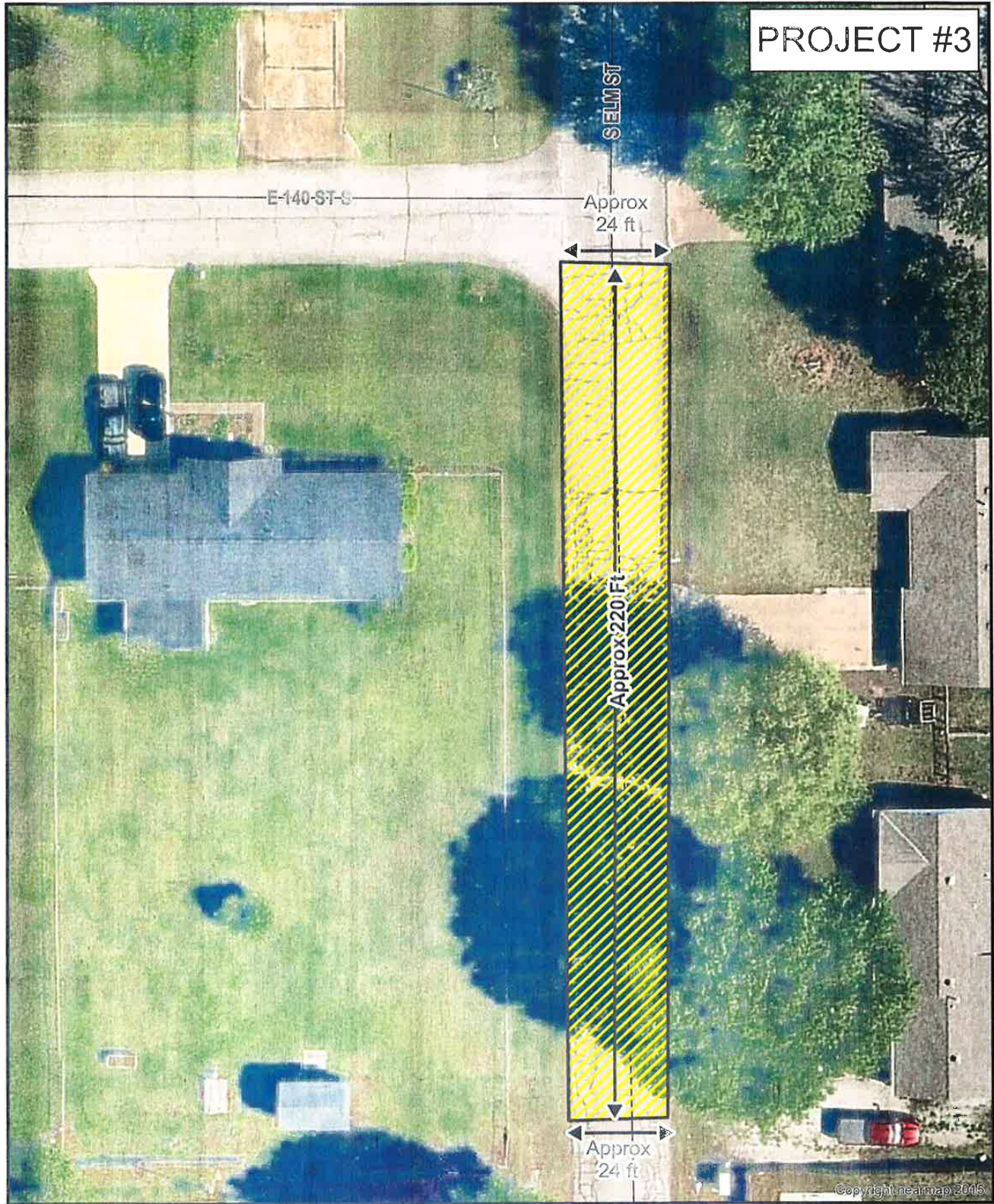
Appaloosa Addition: Existing Pavement Surface Removal and Replacement Located on S Elm Ave – Beginning Approximately at S Elm Ave and 140th St intersection, ending 245 FT South of the intersection.

- Mill approximately 5400 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area in a manner approved by the City Engineer.
- Sweep and clean all milled paving surfacing within the project area as necessary to remove all loose material.
- Seal all existing cracks of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area - compacted to 95% of Standard Density continuous from face of gutter to face of gutter - maintaining positive paving surface and gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Twenty Six thousand Five
hundred dollar

Total Price: 26,500.00

PROJECT #3



S of E 140th Street S & S Elm St intersection area
Approx 5400 sq ft



Date: 12/12/2022



Project Number: 6

Location and Description

Kendalwood Estates Addition Existing Pavement Surface Removal and Replacement
Located on S Poplar St – Beginning Approximately at the E 144th St and S Poplar St
intersection, Ending 270 ft Northerly.

- Mill approximately 7,200 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 420 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Re-fill excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Thirty Six thousand Eight
Hundred Dollars

Total Price: 36,800.⁰⁰

Project Number: 7

Location and Description

Kendalwood Estates Addition II: Existing Pavement Surface Removal and Replacement
Located on S Oak St – Beginning at S Kendalwood Blvd and S Oak St intersection, 520 ft
Northerly.

- Mill approximately 13,480 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the project area as necessary to remove all loose material.
- Seal all existing cracks of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area - compacted to 95% of Standard Density continuous from face of gutter to face of gutter - maintaining positive paving surface and gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

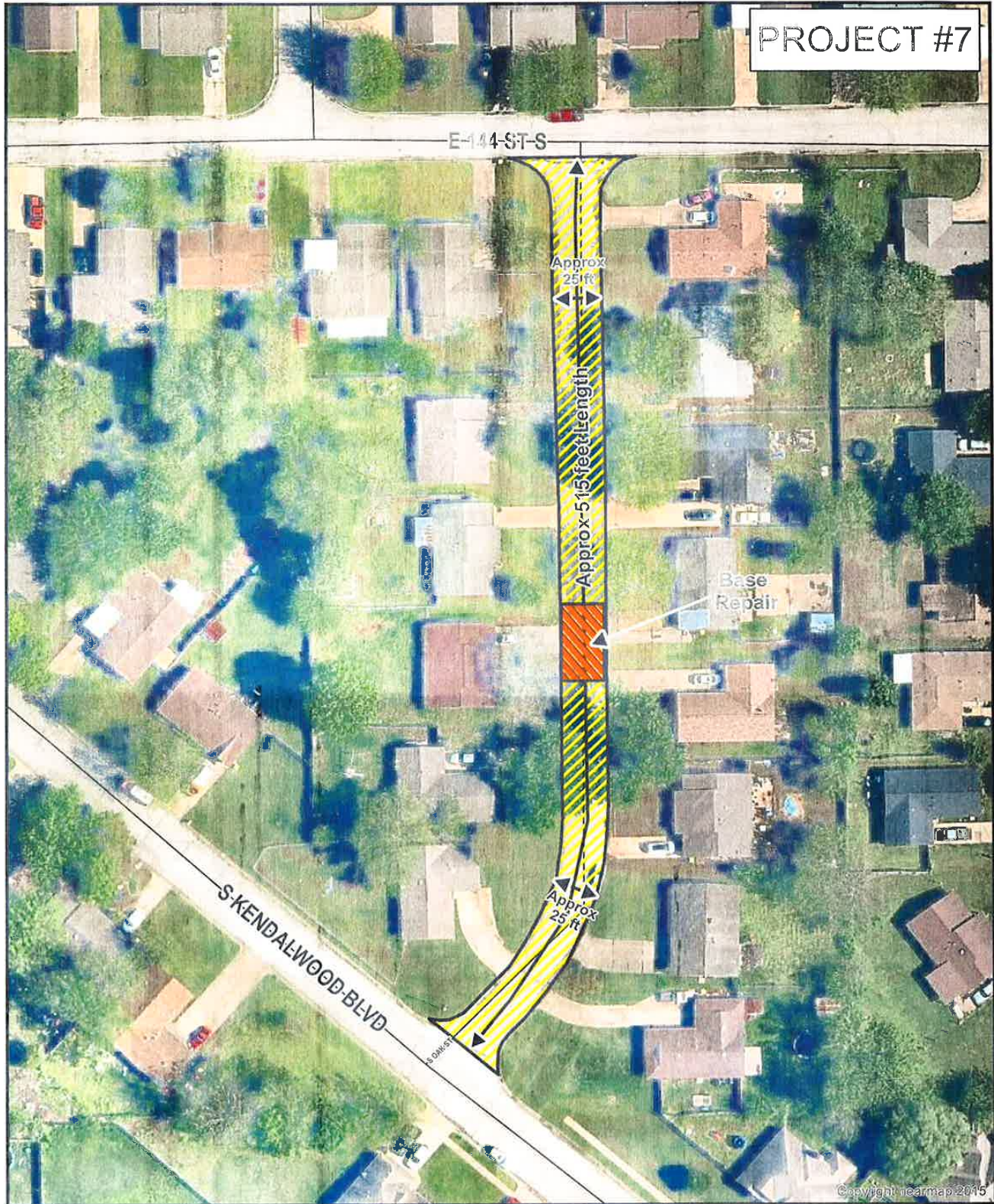
Lump Sum in Words:

Forty four thousand
seven hundred dollars

Total Price:

44,700.00

PROJECT #7



S Oak St: From S Kendalwood Blvd north to E 144th St S
Approx 13,480 sq ft area

0 10 20 30 40 50 Feet
1 inch = 67 feet
Date: 12/12/2022



Project Number: 8

Location and Description

Kendalwood Estates Addition IV: Existing Pavement Surface Removal and Replacement Located on S Poplar St and E 137th St Intersection – 200 Ft Northerly and Southerly of the intersection and 280ft Easterly of the intersection.

- Mill approximately 23,500 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the project area as necessary to remove all loose material.
- Seal all existing cracks of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area - compacted to 95% of Standard Density continuous from face of gutter to face of gutter - maintaining positive paving surface and gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Forty Five thousand
five hundred dollars

Total Price: \$4,500.00



PROJECT #8



Portions of E 137th St S & S Poplar Pl
Approx 23,500 sq ft area



Date: 12/12/2022



Project Number: 9

Location and Description

Kendalwood Estates Addition IV: Storm drain inlet repair and Asphalt removal and Replacement Located on S Oak Pl – Approximately 200 Ft from the E136th St and S Oak Pl intersection.

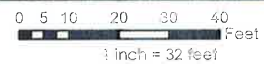
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 60 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Seventeen thousand Seven
hundred dollar

Total Price: 17,700.00



W 126th St S & Longhorn Court area
Approx 4100 sq ft area



Date: 12/12/2022



Longhorn Estates 1: Mill and Overlay. Located on Longhorn Ave and Longhorn Ct Intersection 104LF North-Easterly.

- Mill approximately 1,800 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 550 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Twenty Six thousand
Dollars & 00/100
Total Price: 26,000

Project Number: 14

Location and Description

PROJECT #13



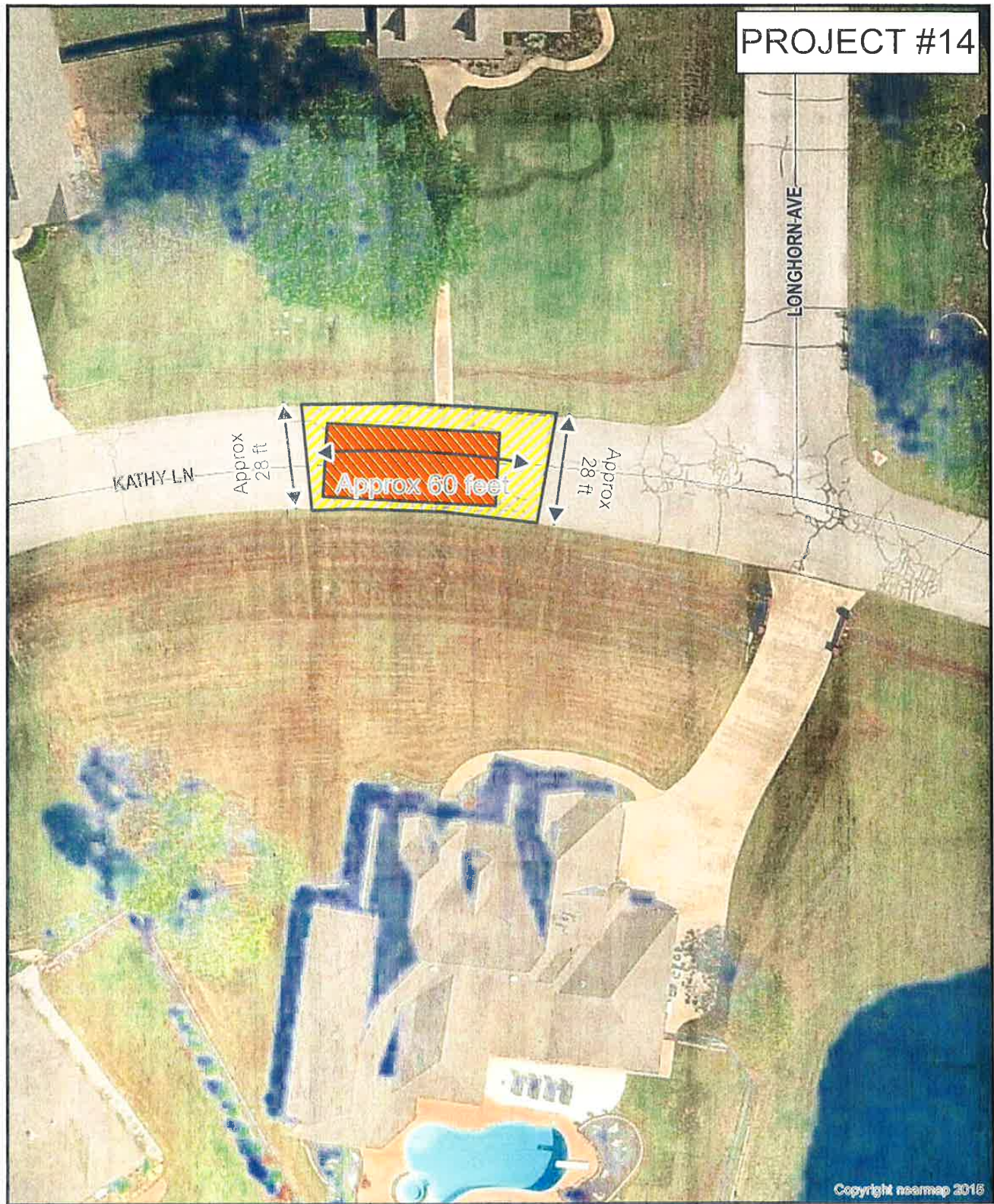
Kathy Lane, Longhorn Ave, Longhorn Ct
Approx 1800 sq ft



Longhorn Estates 2: Mill and Overlay. Located on Katy Lane and Longhorn Ave. Intersection 60LF Westerly.

- Mill approximately 1,650 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 600 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Twenty Six thousand
Dollar & no/100
Total Price: 26,000.⁰⁰



PROJECT #14



West of Kathy Lane & Longhorn Ave Intersection
Approx 1650 sq ft area

0 5 10 20 30 40 Feet

1 inch = 30 feet

Date: 12/12/2022



Project Number: 15

Location and Description

Longhorn Estates 2: Mill and Overlay. Located on Katy Lane 500LF West of the Kathy Lane and Longhorn Ct Intersection.

- Mill approximately 2,650 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 470 SF existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Twenty Seven thousand
Dollars, & 00/100

Total Price: 27,000.-

PROJECT #15



Longhorn Estates, Kathy Lane
Approx 2650 sq ft

0 10 20 30 40 Feet

1 inch = 42 feet

Date: 12/12/2022



Saddleback Estates: Existing Pavement Surface Removal and Replacement Located 2000ft from Saddleback Dr and W 191st Ave Intersection

- Mill approximately 3,000 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 700 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place geosynthetic reinforcement in the excavated areas.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

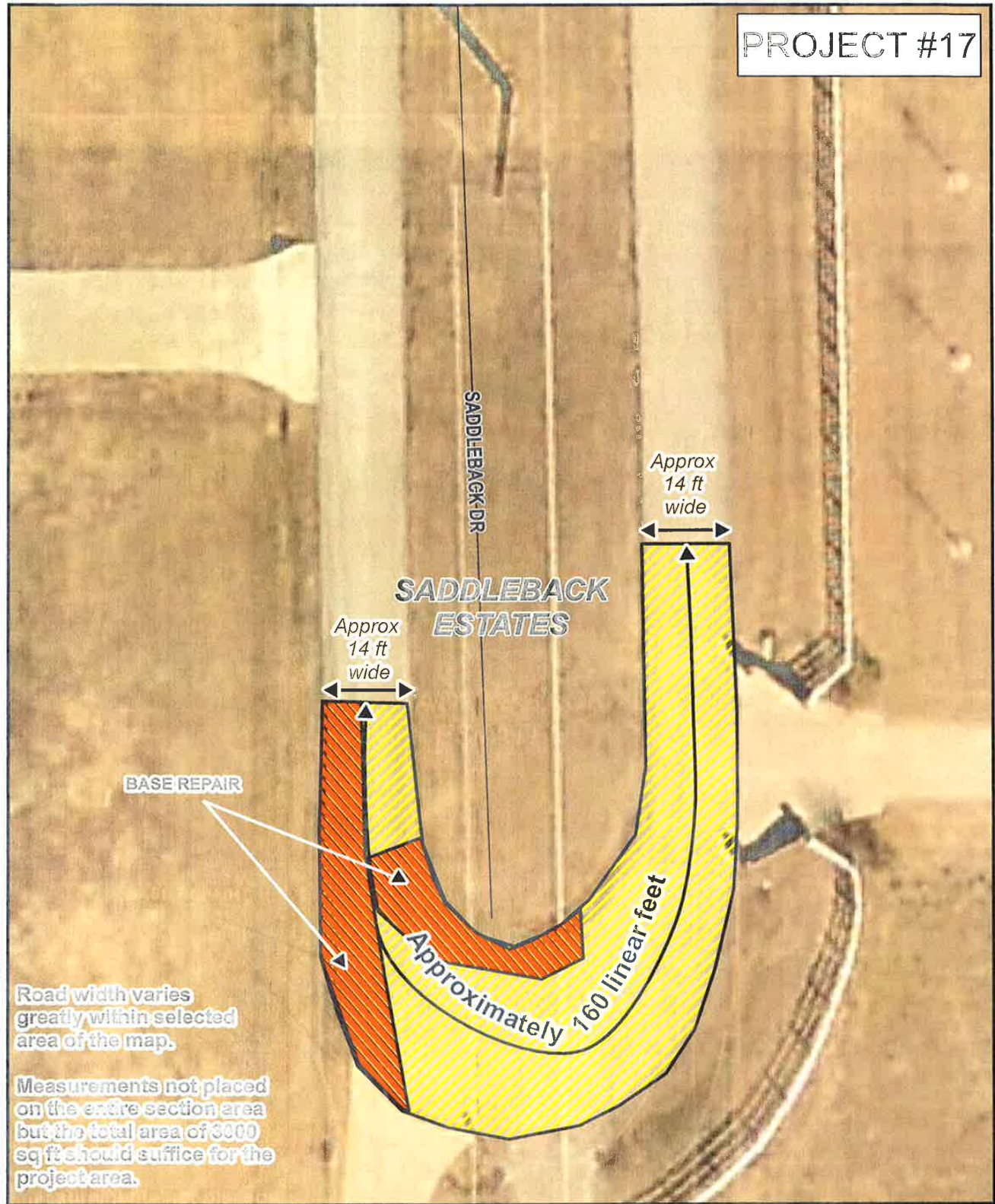
Lump Sum in Words: Thirty Five thousand dollars
a million

Total Price: 35,000-

Project Number: 18

Location and Description

PROJECT #17



South End of Saddleback Drive
Approx 3000 sq ft area



Date: 12/12/2022



148th Street and Broadway: Existing Pavement Surface Removal and Replacement Located W 148th St 320 FT from the W 148th St and S Broadway St Intersection.

- Mill approximately 4,416 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 4,416 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Five, one thousand
seven, six hundred
Total Price: 51,000-

PROJECT #18



West of E 148th St S & S Broadway St intersection
Approx 4416 sq ft area



Date: 12/12/2022



Project Number: 19

Location and Description

W 191st Street South: Existing Pavement Surface Removal and Replacement Located W 191st Street Approximately 200 FT West of Saddleback Drive and 191st Street Intersection.

- Mill approximately 1200 SF. of existing asphaltic surfacing, 2 inches deep, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 1200 SF of existing asphaltic paving base and a minimum of 10" of existing sub-grade material at all locations of existing paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated base and subgrade areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to 95% of standard density.
- Place geosynthetic reinforcement in the excavated areas.
- Place a minimum of 3" of Superpave Type S3 (PG 64-22 OK) in the excavated areas compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and excavated surfaces within the Project Area.
- Place 2" of Superpave Type S4 (PG 64-22 OK) wearing surface in the project area, compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Twenty Eight thousand
Dollars & no cents

Total Price: 28,000-

PROJECT #19

BASE REPAIR

W 191 ST S

SADDLEBACK
ESTATES

CARRIAGE CT



W 191st Street South
Approx 1200 feet

0 5 10 20 30 40 Feet
1 inch = 35 feet

Date: 12/12/2022





To: Mayor and Council

From: David Tillotson, City Manager

Date: July 13, 2023

Re: Dispatch Salary Adjustments for FY23-24

Background:

We have unfortunately reached a critical juncture in our Public Safety Communications Department and are experiencing significant manpower shortages in the department. We currently have 4 vacancies in communications and received another resignation today. We did have an individual sign an offer letter today to work in this department, and assuming they pass the background and drug test they will start soon. However, with only 9 FTE in the department, we will only be able to call upon 5 dispatchers in the short term, leaving us in a difficult situation should we experience more resignations.

The reality across the region is that almost every department is experiencing these same shortages of candidates that has resulted in pay increases in many, if not all, of the departments surrounding us. In February of 2021, the Council approved an increase to the starting pay of dispatchers that allowed us to move from the lowest rungs of the regional pay scale to the middle. Based on information the Police Department and Human Resources has put together, we once again find ourselves the lowest paid department in the region, which is directly contributing to our inability to hire quality candidates and is responsible for several of our recent vacancies.

As you can see from the attached spreadsheet, Glenpool's current salary of \$15.12 is significantly lower than our next competitor on the list and is well behind other municipalities that we compete with for candidates. We propose an increase of \$2.88/hour to the dispatch wages. This will allow us to pay \$18.00/hour (including our \$0.60 incentive pay for OLETS certification and FTO completion), placing us directly behind Bixby and slightly ahead of Owasso. I would add that Owasso's hourly rate listed does not include a \$2,500 hiring bonus that is paid out over 5 years to their dispatch group. The cost to our annual budget for this increase is estimated to be just over \$58,000, although this amount will likely decrease as the analysis assumes immediate full employment within the department.

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

Additionally, we will likely need a budget amendment to absorb this cost, but I would propose we hold off until later in the year to see how much of this cost is absorbed through the vacancy/hiring timeline process. If this is acceptable to the Council, we will bring a budget amendment towards the end of the fiscal year to cover any amounts that we have not been able to absorb. If the Council prefers to approve a budget amendment now instead of waiting, I suggest that we approve the pay changes and allow staff time to prepare the budget amendment and bring it to Council for approval at the August meeting.

Staff Recommendation:

Staff recommends approving adjustments to the Public Safety Communications Pay.

Attachments:

- Dispatch Salary Comparison/Analysis Spreadsheet

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Dispatch Salary Comparison/Analysis

Tulsa Metro Hourly Rates

Glenpool	\$ 15.12	*With incentive pay
Coweta	\$ 16.00	
Jenks	\$ 16.50	
Sapulpa	\$ 16.70	
Sand Springs	\$ 17.11	
Owasso	\$ 17.79	
Bixby	\$ 18.50	*With incentive pay
Broken Arrow	\$ 21.05	
Average	\$ 17.66	**Without Glenpool

Current Rates as of July 1, 2023

	7/1/2023	Annual	FICA	Retirement	Total
Dispatcher/Jailer	\$ 19.74	\$ 41,057.54	\$ 3,140.90	\$ 2,874.03	\$ 47,072.47
Dispatcher/Jailer	\$ 15.72	\$ 32,707.58	\$ 2,502.13	\$ 2,289.53	\$ 37,499.25
Dispatcher/Jailer	\$ 15.72	\$ 32,707.58	\$ 2,502.13	\$ 2,289.53	\$ 37,499.25
Dispatcher/Jailer	\$ 17.36	\$ 36,103.81	\$ 2,761.94	\$ 2,527.27	\$ 41,393.02
Dispatcher/Jailer	\$ 16.35	\$ 34,005.50	\$ 2,601.42	\$ 2,380.39	\$ 38,987.31
Dispatcher/Jailer	\$ 15.72	\$ 32,707.58	\$ 2,502.13	\$ 2,289.53	\$ 37,499.25
Dispatcher/Jailer	\$ 15.72	\$ 32,707.58	\$ 2,502.13	\$ 2,289.53	\$ 37,499.25
Dispatcher/Jailer	\$ 15.12	\$ 31,449.60	\$ 2,405.89	\$ 2,201.47	\$ 36,056.97
Communications Supervisor	\$ 22.94	\$ 47,720.19	\$ 3,650.59	\$ 3,340.41	\$ 54,711.20
Total					\$ 368,217.94

18.00 Starting (Including OLETS and FTO Incentive Pay)

	Proposed	Annual	FICA	Retirement	Total
Dispatcher/Jailer	\$ 22.62	\$ 47,047.94	\$ 3,599.17	\$ 3,293.36	\$ 53,940.46
Dispatcher/Jailer	\$ 18.60	\$ 38,697.98	\$ 2,960.40	\$ 2,708.86	\$ 44,367.24
Dispatcher/Jailer	\$ 18.60	\$ 38,697.98	\$ 2,960.40	\$ 2,708.86	\$ 44,367.24
Dispatcher/Jailer	\$ 20.24	\$ 42,094.21	\$ 3,220.21	\$ 2,946.59	\$ 48,261.01
Dispatcher/Jailer	\$ 19.23	\$ 39,995.90	\$ 3,059.69	\$ 2,799.71	\$ 45,855.30
Dispatcher/Jailer	\$ 18.60	\$ 38,697.98	\$ 2,960.40	\$ 2,708.86	\$ 44,367.24
Dispatcher/Jailer	\$ 18.60	\$ 38,697.98	\$ 2,960.40	\$ 2,708.86	\$ 44,367.24
Dispatcher/Jailer	\$ 18.00	\$ 37,440.00	\$ 2,864.16	\$ 2,620.80	\$ 42,924.96
Communications Supervisor	\$ 24.38	\$ 50,715.39	\$ 3,879.73	\$ 3,550.08	\$ 58,145.20
Total					\$ 426,595.88

Difference \$ 58,377.95