

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

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

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

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation –Heather Scherer, Living Water United Methodist Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) City Manager Report – David Tillotson, City Manager	
F) Mayor Report – Timothy Lee Fox, Mayor	
G) Council Comments	
H) Public Comments	
I) Scheduled Business	
1) Discussion and possible action to approve minutes from July 16, 2018, and July 23, 2018 meetings. (Wendy Knight, City Clerk) Regular Meeting - 16 Jul 2018 - Minutes - Html Special Meeting - 23 Jul 2018 - Minutes - Html	3 - 12
2) Discussion and possible action to approve Resolution No. 2018009, a resolution of the City of Glenpool casting a vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of Trustee representing District 1. (Susan White, Assistant City Manager) Staff Report OMRF ballot OMRF Letter Resolution 2018009 OMRF Ballot	13 - 16
3) Discussion and possible action to approve and authorize the Mayor to sign Tulsa County Resolution No. 201800__ , Contract/Agreement Renewal of Glenpool’s User Agreement with the South County Soccer Club, dated February 20, 2018. (Lowell Peterson, City Attorney) Staff Memo 080618 EDITED RENEWAL RESOLUTION 201800 Tulsa Co - CLEAN	17 - 19
4) Discussion and possible action to approve and authorize the Mayor to sign the First Amended and Renewed User Agreement between the City and South County Soccer Club removing operation of the concession facility from the original User Agreement. (Lowell Peterson, City Attorney)	20 - 22

[First Amendment User Agreement South County Soccer Club FY 18-19](#)

- 5) Discussion and possible action to approve and authorize the Mayor to sign a proposed User Agreement between the City and Lance and Michelle Cole for operation of the Concession Facility at the Glenpool Soccer Complex. 23 - 39
(Lowell Peterson, City Attorney)
[Lance Cole User Agreement - COG - 080118](#)
- 6) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222, pursuant to § 307(B)(4) (Open Meeting Act).
(Lowell Peterson, City Attorney)
- 7) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 8) Discussion and possible action to approve Final Development Plan for Planned Unit Development Application No. PUD-39, a request from Summit Properties, Inc., to change the zoning classification from AG (Agricultural) and RS-3 (Single Family Residential High Density) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave., to be developed as Scissortail Subdivision. 40 - 71
(Lowell Peterson, City Attorney) (Lynn Burrow, Community Development Director)
[Scissortail PUD 39](#)
- 9) Discussion and possible action to approve a Professional Services Agreement for engineering services with Crafton/Tull for the Warrior Road Rehab Project, in an amount not to exceed \$133,500.00. 72 - 111
(Lynn Burrow, Community Development Director)
[Warrior Road Engineering Agreement](#)
- 10) Discussion and possible action to approve a Professional Services Agreement for Planning Department services with Tanner Consulting LLC. 112 - 114
(Lynn Burrow, Community Development Director)
[Planning Department Consulting Services Agreement](#)
- 11) Discussion and possible action to approve the INCOG assessment for FY 2019 in the amount of \$20,315.00. 115 - 116
(David Tillotson, City Manager)
[INCOG Staff Report](#)
[2019 INCOG Assessment](#)

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 3, 2018 at 5:00 pm.

Signed: Wendy Knight
City Clerk

MINUTES
Regular Meeting
Monday, July 16, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Trish Agee
Momodou Ceesay
Tim Fox

COUNCIL ABSENT: Brandon Kearns
Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Dennis Waller

STAFF ABSENT: Rick Malone
Paul Newton

Call to Order - Timothy Lee Fox, Mayor
Mayor Fox called the meeting to order at 6:02 p.m.

Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor
Susan White called the roll, Mayor Fox declared a quorum present.

Invocation – Codey Lasiter, Faith Church

Pledge of Allegiance – Timothy Lee Fox, Mayor

Community Development Report – Lynn Burrow, Community Development Director

Treasurers Report – John Gonsalves, Finance Director

- 1) Mr. Gonsalves reviewed the June financial activities in all funds.

[JUNE 2018 Treasurers-Report 2](#)

City Manager Report – David Tillotson, City Manager

- Introduced Wendy Knight, the new City Clerk.
- Kendallwood & The Crossings road resurface project has been rescheduled due to weather.
- David and Susan White will be attending the City Manager conference in Ardmore on Wednesday, Thursday and Friday.
- David and Lynn Burrow will be meeting with engineers on Wednesday morning regarding the RFQ process for Warrior Road.
- The Glenpool Chamber annual report has shown there are 67 new members.

Mayor Report – Timothy Lee Fox, Mayor

Mayor Fox stated he went to the annual INCOG board meeting last Tuesday. The speaker was from ODOT, and he also visited with other Mayors and INCOG board members while there.

Council Comments

None

Public Comments

None

Scheduled Business

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

Moved by Trish Agee, seconded by Momodou Ceesay

That minutes should be approved as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns				x
Jacqueline				x

Triplett-Lund				
Momodou	x			
Ceesay				
Tim Fox	x			
	3	0	0	2

CARRIED.

- 2) Discussion and possible action to accept and approve Public Infrastructure Improvements serving Saint Francis Health Center.
(Lynn Burrow, Community Development Director)

Moved by Momodou Ceesay, seconded by Trish Agee

That the Public Infra

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns				x
Jacqueline				x
Triplett-Lund				
Momodou	x			
Ceesay				
Tim Fox	x			
	3	0	0	2

CARRIED.

- 3) Discussion and possible action to approve Conditional Final Plat for Montapp Addition, Section Two (replat of Lot 1, Blk 2) a 8.16 acre tract of land, located at the northeast corner of 126th St and Vancouver Ave., subject to the conditions of staff and Technical Advisory Committee.
(Rick Malone, City Planner)

Moved by Momodou Ceesay, seconded by Trish Agee

That Conditional Final Plat for Montapp Addition Section 2, located at the northeast corner of 126th Street and Vancouver Ave, subject to the conditions of staff and TAC be approved.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns				x
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 4) Discussion and possible action to approve Conditional Final Plat for The Pines, a 12.67 acre tract of land located west of the northwest corner of 141st Street and S. Elwood Ave., subject to the conditions of staff and Technical Advisory Committee.
(Rick Malone, City Planner)

Lynn Burrow, Community Development Director presented the Conditional Final Plat for approval

Moved by Momodou Ceesay, seconded by Trish Agee

That the Conditional Final Plat for The Pines be approved as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns				x
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 5) Discussion and possible action to authorize Wendy Knight as checking account signatory.
(John Gonsalves, Finance Director)

Adjournment

There being no further business, the Mayor declared the meeting adjourned at 6:41 pm.

**MINUTES
SPECIAL MEETING
Monday, July 23, 2018 Council Chambers 6:00 PM**

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

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Dennis Waller

STAFF ABSENT:

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Scheduled Business**
- 1) Discussion and possible action to enter into Executive Session for the purpose of confidential communications among the City Council, its attorney, Judge Dan Boudreau of Dispute Resolution Consultants for purposes of mediation, representatives of Summit Properties, Inc., and its attorney, concerning a pending investigation, claim, or action because the City Council, with the advice of its attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, pursuant to Title 25, Sec. 307(B)(4); to wit, consideration of a settlement proposal and related pleadings in the matter of *Summit Properties, Inc., vs. City of Glenpool*, Case No. CJ-2016-2222, pending

in the Tulsa County District Court.
(Timothy Lee Fox, Mayor; Lowell Peterson, City Attorney)

Mr. Peterson recommended discussion concerning the item listed should be held in Executive Session. Mr. Peterson invited Judge Dan Boudreau and Attorney Heath Hardcastle into Executive Session.

Moved by Brandon Kearns, seconded by Trish Agee

To enter into Executive Session at 6:05 p.m.

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

CARRIED.

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

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To reconvene in Regular Session at 7:15 p.m.

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

CARRIED.

- 3) Discussion and possible action to approve an initial draft of the terms of a settlement agreement with Summit Properties, Inc., contingent upon approval of Preliminary and Final Planned Unit Development Plans for

PUD-39, City of Glenpool, and further contingent upon the parties filing an Agreed Journal Entry of Judgment in Case No. CJ-2016-2222, pending in Tulsa County District Court within five business days following approval of the Final PUD Plan scheduled for consideration at a Special Meeting of the Planning Commission on July 24, 2018, and by the City Council at its Regular Meeting on August 6, 2018.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended approval of the initial draft of the terms of a settlement agreement with Summit Properties, Inc.

- Mayor Fox read aloud an email from Father Sam Gordin, Priest of the Anglican Church of the Resurrection of Glenpool; which was in favor of the Scissortail Development.
- Floyd Kirk, Glenpool resident; did not wish to speak but wrote in opposition of the development.
- Steve Evans, Glenpool resident; spoke in opposition of the development.
- Jan Woodcock, Glenpool resident; spoke in opposition of the development.
- Alan Woodcock, Glenpool resident; spoke in opposition of the development.
- Attorney Heath Hardcastle; spoke in favor of the development.
- Kendall Moseley, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- James Hahn, Glenpool resident; did not wish to speak, but wrote in opposition of the development.

Moved by Momodou Ceesay, seconded by Trish Agee

That the terms of the settlement agreement with Summit Properties, Inc., be approved contingent upon approval of the Preliminary and Final PUD-39, and an Agreed Journal Entry of Judgment in Case No. CJ-2016-2222 pending in Tulsa County District Court be filed.

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

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CARRIED.

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

Mr. Peterson, City Attorney, presented the Preliminary Planned Unit Development Plan (PUD-39), and recommended approval.

- Attorney Mary Huckabee; spoke in opposition of the development.
- John Lindsay, Glenpool resident; spoke in opposition of the development.
- Walt Fielding, Glenpool resident; spoke in opposition of the development.
- Julie Haag, Glenpool resident; spoke in opposition of the development.
- Jon Holman, Glenpool resident; spoke in opposition of the development.
- Charles Wilson, Glenpool resident; spoke in opposition of the development.
- Jan Woodcock, Glenpool resident; spoke again in opposition of the development.
- Alan Woodcock, Glenpool resident; spoke again in opposition of the development.
- Attorney Heath Hardcastle; spoke again in favor of the development.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve PUD-39 changing the zoning classification from AG and RS-3 to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave.

	For	Against	Abstained	Absent
Tim Fox			x	
Momodou Ceesay	x			
Trish Agee	x			
Brandon Kearns		x		

Special Meeting
July 23, 2018

Jacqueline
Triplett-Lund

x

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CARRIED.

[PUD 39 staff report - CC 072318](#)

[Notice for 072318 CC & 072418 PC](#)

[SCISSORTAIL MAILER NOTICE 072318 - 072418 - 080618](#)

[PC Action on Prelim PUD-39 - 05 14 18 Scissor Tail](#)

D) Adjournment

There being no further business, the Mayor declared the meeting adjourned at 8:28 p.m.



STAFF REPORT

Date: August 6, 2018

To: Honorable Mayor and City Council

From: Susan White, Asst. City Manager

Re: OMRF District 1 Board Member Election

Background:

OMRF has divided the state into eight regions; each region is represented by one trustee who is elected by the member cities of that region. Each trustee serves a five-year term. The term for District 1 is currently held by Ed Tinker and will be expiring soon.

Glenpool City Council unanimously approved Resolution No. 2018005 on June 4, 2018 to nominate Mr. Tinker as a candidate for the expiring trustee position. Two other nominees are also vying for the expired position. The City Council may cast by resolution one vote for District 1 Trustee position.

Staff Recommendation:

Staff recommends Council consideration and action to cast a vote for Ed Tinker to be re-elected as District 1 Trustee.

Attachments:

OMRF letter
Nominee Bios
Resolution No. 2018009



July 11, 2018

Dear OkMRF District 1 Member:

The Oklahoma Municipal Retirement Fund ("OkMRF") has received three (3) nominations for the District 1 Trustee position:

1. Rachelle McGowen
2. Ed Tinker
3. Mark Whinnery

The governing body of the OkMRF Members in this district may cast by resolution one (1) vote to fill the Trustee position. Enclosed please find a resolution which can be used as your ballot in the 2018 OkMRF Board of Trustees election District 1.

The list of nominees is enclosed including a brief bio with information provided by each nominee.

The ballot must be returned to the OkMRF office **by August 30, 2018**. The nominee receiving the largest number of votes shall be elected to the office of OkMRF Trustee representing your District.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call. Hope you and yours had a safe and blessed Independence Day!

Sincerely,

Jodi S Cox CPA, Executive Director & CEO

BOARD OF TRUSTEES

Donna Doolen Ada District 3	Joe Don Dunham Alva District 8	Tamera Johnson Shawnee District 4	Robert Johnston Frederick At-Large	Jim Luckett, Jr Thomas District 7	Robert Park Sallisaw District 2	Melissa Reames Stillwater District 5	Tim Rooney Mustang District 6	Ed Tinker Glenpool District 1	George Wilkinson Weatherford Trustee Emeritus
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1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org



**2018 ELECTION OF TRUSTEE – DISTRICT 1 TRUSTEE
OKLAHOMA MUNICIPAL RETIREMENT FUND (“OkMRF”)**

The governing body of each employer is entitled to cast by resolution one vote for the office of OkMRF District 1. The resolution (enclosed) must be returned no later than August 30, 2018. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 on or before August 30, 2018.**

CAST ONE VOTE FOR ONE (1) OF THE THREE (3) FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

RACHELLE MCGOWEN

- Mrs. McGowen is the Office Manager for Westville Utility Authority for the past fourteen (14) years and has worked diligently to improve their employees' retirement plan.
- Prior to that she worked for McKee Foods Corporation for thirteen (13) years.
- Mrs. McGowen serves as Secretary to the Westville Utility Authority Board.
- She actively participates in the Oklahoma Rural Water Association conferences.
- Mrs. McGowen was awarded the Oklahoma Rural Water Association's Office Manager of the Year for the eastern half of the State of Oklahoma.
- She has attended some Benton/Washington Rural Public Water Authority Board and Northeast Oklahoma Public Facility Authority meetings.
- Mrs. McGowen moved to Westville Oklahoma in 1988 and is very proud of her three (3) children.
- She would strive to help District 1 Members grow, understand and be successful.

ED TINKER

- Mr. Tinker has been on the Oklahoma Municipal Retirement Fund (OkMRF) Board of Trustees since 2013.
- He currently is a member on the OkMRF Investment Committee dealing with issues pertaining to the investment of trust assets.
- Mr. Tinker has his Certificate of Achievement in Public Plan Policy.
- Mr. Tinker is a member of the City Management Association of Oklahoma (CMAO).
- He retired as City Manager of Glenpool after seven (7) years of service.
- Prior to that, he was the City Manager of Drumright for six (6) years and Hugo for one (1) year.
- Mr. Tinker served on the City of McAlester's City Council for six (6) years.
- He was a Board of Director for the Oklahoma Municipal League (OML) for four (4) years.
- He also has served on INCOG Executive Board for three (3) years.

MARK WHINNERY

- Mr. Whinnery holds a Bachelor's degree in Communications from State University of New York.
- He obtained his Master's Degree in Human Resources from Webster University, St. Louis, MO.
- He also obtained his Master of Military Operational Art and Science Degree from Air Command and Staff College.
- Mr. Whinnery has been the City Manager of Drumright since October 2012.
- He is the President of the Drumright Chamber of Commerce.
- He serves as the Rotary Club of Drumright Secretary.
- He is a retired Colonel from the United States Air Force after serving 25 years in a variety of human resources assignments.
- His last military assignment was serving as the Mission Support Group Commander at Scott Air Force Base, IL where Mark provided human resources, engineering, contracting, police, fire, and logistic support to the installation while supervising over 1,500 people and managing a \$50 million budget.
- Mr. Whinnery has been an Air Force Fellow at the Rand Corporation in Santa Monica, CA.
- Prior to entering the Air Force, Mr. Whinnery worked for the New York State Retirement System.

RESOLUTION NO. 2018009

OFFICIAL BALLOT

**A RESOLUTION OF City of Glenpool (employer name)
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE
EXPIRING TERM OF TRUSTEE REPRESENTING DISTRICT 1.**

WHEREAS, City of Glenpool, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for District 1 Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2018, and August 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer City of Glenpool, that its votes for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. _____
District 1 Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of _____ on the _____ day of _____.

Mayor/Chair

Attest (Seal):

City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

MAIL RESOLUTIONS TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116



To: HONORABLE MAYOR AND CITY COUNCIL

From: Lowell Peterson, City Attorney
Lynn Burrow, Director of Community Development

Date: August 6, 2018

Subject: Renewal and Amendment of User Agreement between the City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex (less the Concession Facility); and User Agreement for the Concession Facility.

Background:

I won't reiterate the long history of proceedings since September 2003 that resulted in the City's being awarded \$2.7 million from "excess" Vision 2025 funds. But, approximately \$180,000 of those funds went to the Longhorn lift station and approximately \$1.5 million funded the new elevated water storage facility. \$978,762 was dedicated to the Glenpool-South County Soccer Complex on the grounds of the South County Recreation Facility at 13800 S. Peoria in Glenpool.

As a condition for issuing the Capital Improvements Agreement for the soccer fields, the County required the City to enter a lease agreement for that portion of the South County Recreational Facility grounds to be dedicated to the soccer fields. We have a 25-year lease, dated November 21, 2016.

The Lease Agreement provides that the City may assign the lease, or sublet the premises, as applicable to a third party to be approved by Tulsa County.

South County Soccer Club

After a search for a qualified candidate to utilize and operate the Glenpool Soccer Complex, City staff recommended the South County Soccer Club of Glenpool ("SCSC"), an Oklahoma non-profit youth sports organization incorporated under § 501(c)(3) of the U.S. Tax Code. SCSC is affiliated with Oklahoma's Green Country Soccer Association ("GCSA"). Upon submission of a request by the City to the County for approval of SCSC, the Tulsa County Director of Parks and the Tulsa County Attorney's office did their own verification of the capacity of SCSC to operate and maintain the Glenpool Soccer Fields.

The City of Glenpool/South County Soccer Club User Agreement for the Glenpool Soccer Complex was presented for approval by the City Council and the Board of County Commissioners on the same date, February 20, 2018.

Concession Facility Operations

In the interim between February 20 and the end of the fiscal year, SCSC decided it was interested in operating only the soccer fields and wished to be released from operation of the concession facility on the soccer grounds under the User Agreement. Serendipitously, on June 18, the City entered a user agreement with Lance and Michelle Cole for operation of the Black Gold Park concession facility. The Coles have expressed an interest in also operating the concession facility at the Soccer Complex.

Current Status

The Tulsa County Parks Director has sent us a Resolution of the Board of County Commissioner to renew the User Agreement with SCSC for fiscal year 2018 – 2019. This requires approval by the Council, signature by the Mayor and signature by SCSC before returning for BOCC approval and execution.

Because of SCSC's intention to disengage from operation of the concession facility at the Glenpool Soccer Complex, it has been necessary to draft an amendment to the User Agreement omitting the concession facility. This amended user agreement also requires approval by the Council, signature by the Mayor and signature by SCSC before returning for BOCC approval and execution

Finally, we have drafted a new User Agreement with the Coles for operation of the concession facility. This will require approval by the Council, signature by the Mayor and signature by the Coles before returning for BOCC approval and execution

Attachments:

1. Resolution No. 201800__ , Contract/Agreement Renewal of Glenpool's User Agreement with the South County Soccer Club, dated February 20, 2018.
2. First Amended and Renewed User Agreement between City and South County Soccer Club removing operation of the concession facility from the original User Agreement.
3. A proposed NEW User Agreement between the City and Lance and Michelle Cole for the operation of the Concession Facility only.

RESOLUTION NO. 201800____
CONTRACT/AGREEMENT RENEWAL

Department: Parks

Vendors: City of Glenpool / South County Soccer Club

Describe Product/Service provided by this contract: USER AGREEMENT
for Glenpool/South County Soccer Complex at 13800 S. Peoria, Glenpool,
OK .

CMF # 243799

[See original User Agreement attached hereto].

Dated: 02/20/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms of the foregoing contract/ agreement, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement, as renewed, shall be in full force and effect for the fiscal year 2018 - 2019.

Chairman, Board of County
Commissioners, Tulsa County

ATTEST:

Date: _____

Michael Willis
County Clerk

Date: _____

Vendors:
City of Glenpool

South County Soccer Club

Timothy Lee Fox, Mayor

Date

James Wilhite

Date

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

Form 2962 (1-17)

FIRST AMENDMENT AND RENEWAL

City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex

The City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex ("**Agreement**") dated February 20, 2018, and bearing Tulsa County CMF # 243799, is hereby amended and renewed by the parties hereto and thereto, ("**First Amendment and Renewal**"), only as follows.

Section 1. Background and Purpose – Is amended as follows:

- A. The City leases from Landlord certain property located at 13800 S. Peoria, Glenpool, Oklahoma, situated on and a part of the premises of the South [Tulsa] County Recreational Facility ("SoCo Rec Facility"), for the use of two regulation-size soccer fields and related improvements as the Glenpool-South County Soccer Complex, as more fully described herein and in Exhibit A attached hereto and made a part hereof (the "Premises"), **provided that the parties hereto expressly agree and intend that the concession facility located on said Premises shall not be subject to the terms of the Agreement as amended by this First Amendment and Renewal and shall be unconditionally released to the City by User, who claims no interest therein whether as freehold or leasehold, for such purposes as the City sees fit in its sole discretion.**

Section 2. Term of Agreement – Is amended as follows:

- A. **The Agreement is hereby renewed by the parties hereto and the extended term ("Renewal Term") shall commence on July 1, 2018, and extend through June 30, 2019.**
- B. **This Renewal Term** may be **further** renewed, in the discretion of the parties, for successive fiscal year terms to commence **July 1, 2019**, and extend from July 1 through June 30 of each fiscal year following, so long as this Agreement is not terminated by one or both parties *and* each party gives notice to the other, by April 30 of the then current fiscal year, of its desire to renew this Agreement or enter a new agreement. Neither party shall have any obligation to extend or renew this Agreement, or subsequent agreements, beyond the June 30 expiration date.

Section 9. Concession Facility – Is amended as follows:

Section 9, providing for the access and use of the concession facility on the Premises by User is stricken in its entirety, and User hereby denies and relinquishes any interest therein whatsoever and thereby further agrees that the

City may or may not lease the Concession Facility to a third party, operate the Concession Facility itself or any other option it may choose to exercise.

Section 18. Checklist of Documents Required as Condition of Performance – Is amended as follows:

- A. The City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex (herein referenced as "Agreement"), except as otherwise expressly altered or amended by this First Amendment and Renewal is expressly incorporated herein by reference and attached hereto as Exhibit 2. The omission of any section, condition, term or provision of the Agreement from this First Amendment and Renewal is not intended to be, nor shall it be interpreted to be, a waiver of any such section, condition, term or provision of the Agreement.

Miscellaneous:

This First Amendment and Renewal shall become effective upon approval and execution by a duly authorized representative of the Glenpool City Council and the South County Soccer Club, and ratification by Tulsa County as evidenced by its Resolution Contract/Agreement Renewal dated _____.

The Agreement shall, except as otherwise expressly stated herein, in all other respects without exception, be in full force and effect and binding on the parties hereto as the same is attached hereto and incorporated herein by reference at Exhibit 2.

IN WITNESS WHEREOF, City and User have adopted and caused this First Amendment and Renewal of the Agreement between the parties that was effective as of February 20, 2018, to be executed in their respective names by their duly authorized officers and have thereby caused this First Amendment and Renewal to be effective as of the date last executed by a duly authorized signatory for either party.

CITY OF GLENPOOL, OKLAHOMA

Timothy Lee Fox, Mayor

Date

Attest:

Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

SOUTH COUNTY SOCCER CLUB

James Wilhite, President

Date

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared JAMES WILHITE known to me to be the PRESIDENT of the SOUTH COUNTY SOCCER CLUB (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 executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

City of Glenpool/Lance & Michelle Cole
User Agreement for Glenpool Soccer Complex
[Concession Facility Only]

This agreement ("**Agreement**") is between the City of Glenpool, an Oklahoma municipal corporation (the "**City**," acting herein by its **Community Development Department**) and **Lance and Michelle Cole**, of Berryhill, Oklahoma, as sole proprietors, (individually or together, the "**User**") for use of the Concession Facility at the Glenpool Soccer Complex and for such related purposes as are set forth herein. This Agreement shall become effective upon approval and execution by all of a duly authorized representative of Tulsa County*, the Glenpool City Council and the User (the "**Effective Date**"), as signified below.

* Tulsa County, as Landlord under that certain Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County**," or expressly in reference to said Lease Agreement, "**Landlord**"), and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City**," or expressly in reference to said Lease Agreement, "**Tenant**"), dated November 21, 2016 (the "**Lease Agreement**") of property by Landlord to Tenant for use as the Glenpool Soccer Complex, has reserved the right to prohibit City, as Tenant thereunder, from permitting use of the Concession Facility, as defined therein and herein, by any party other than the City, its agents and employees without the prior written consent of Landlord, and has been added as a non-party signatory to this Agreement solely to give evidence of such consent.

1. **Background and Purpose**

- A. The City leases from Landlord certain property located at 13800 S. Peoria, Glenpool, Oklahoma, situated on and a part of the premises of the South [Tulsa] County Recreational Facility ("**SoCo Rec Facility**"), for the use of two regulation-size soccer fields and related improvements as the Glenpool Soccer Complex, as more fully described herein and in **Exhibit A** (the Lease Agreement) attached hereto and made a part hereof (the "**Premises**").
- B. The City has previously entered into a separate User Agreement with the South County Soccer Club ("**SoCoSoCl**") under which SoCoSoCl has agreed to operate the Premises to serve children in Glenpool and surrounding communities by providing recreational opportunities through a recreational and competitive soccer program, attached hereto as **Exhibit B** and made a part hereof (the "**User Agreement**").
- C. The User Agreement with SoCoSoCl has been amended by the First Amendment and Renewal, effective as of July 1, 2018, to provide that SoCoSoCl and the City have agreed and intend that the concession facility located on said Premises (the "**Concession Facility**") shall not be subject to the terms of said User Agreement and shall be unconditionally released to the City by SoCoSoCl, who claims no interest therein whether as freehold or leasehold, for such purposes as the City sees fit in its

sole discretion, attached hereto as **Exhibit C** and made a part hereof ("**First Amendment and Renewal of User Agreement**").

- D. The City has determined that User possesses the requisite skills and qualifications to operate the Concession Facility and desires to provide for operation of the Concession Facility to serve children in Glenpool and surrounding communities by entering into this Agreement with User.
- E. The purpose of this Agreement is to provide the terms and conditions under which User may use the Concession Facility in conjunction with SoCoSoCl to provide the maximum benefit and usage by soccer participants.

2. Term of Agreement

- A. The initial Term of this Agreement shall extend from the Effective Date through June 30, 2019 (end of the City's fiscal year). The Agreement may be renewed, in the discretion of the parties, for successive fiscal year terms to commence July 1, 2019, and extend from July 1 through June 30 of each fiscal year following, so long as this Agreement is not terminated by one or both parties *and* each party gives notice to the other, by April 30 of the then current fiscal year, of its desire to renew this Agreement or enter a new agreement. Neither party shall have any obligation to extend or renew this Agreement, or subsequent agreements, beyond the June 30 expiration date.
- B. The City and User each reserve the right, without terminating this Agreement, to negotiate such amendments to the Agreement as may reasonably be necessitated by changing circumstances, provided that neither party shall waive its right to terminate this Agreement, and that such negotiations shall commence prior to April 30 of the then current fiscal year, and that any such amendments shall not be valid unless memorialized in a writing signed by both parties and approved by Tulsa County.
- C. Notwithstanding any other provisions of this Agreement, in the event of failure or refusal of either party to appropriate adequate and sufficient funds to fulfill its obligations under this Agreement during any fiscal year Term, this Agreement will thereby be rendered null and void without any further action required by either party.

3. Scheduling Requirements

User understands and acknowledges that the Premises are owned and provided by public entities, including Tulsa County and the City, respectively, each of which has an obligation to ensure the most beneficial and efficient use of the Premises.

Therefore, User and City agree to the following:

- A. User will reserve the right to enter into separate negotiations and document a separate agreement with SoCoSoCl to determine mutually compatible schedules of soccer events and access to the Concession Facility.

- B. User will be responsible for assuring that the Concession Facility is operated in compliance with all applicable ordinances of the City of Glenpool, state and federal laws and, in particular, all requirements of the Tulsa City-County Health Department.
- C. City and Tulsa County acknowledge that User has exclusive usage of the Concession Facility, throughout any term of this Agreement or a subsequent agreement.

4. Damages

User will be responsible for all damages incurred by City and/or Tulsa County property situated on the Premises (including buildings, 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 User's volunteers or employees. User shall not be held responsible for such damages resulting from actions by SoCoSoCl, the public or participants in soccer events. City shall notify User of any such damages 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.

5. Improvements (Installation and Ownership)

- A. The Concession Facility and all permanent fixtures thereto shall remain, for all purposes and throughout every term of this Agreement, the property of City, subject to its Lease Agreement with Landlord, and may not be modified, altered, or destroyed without the prior written permission of City.
- B. User shall not build or bring onto the Premises any improvements, structures or fixtures of any kind without prior written permission of the City and/or SoCo Rec Facility as applicable.
- C. User shall not make any alterations, modifications or permanent changes to facilities associated with the Premises without the prior written permission of the City.
- D. 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, provided that written permission has been granted for installation of any such temporary fixtures. Upon expiration or termination of this Agreement, User shall have thirty (30) days in which to remove its personal property. User agrees that personal property not removed in that period shall become property of the City or Tulsa County, as

applicable. Temporary fixtures that cannot be removed without damage to the Concession Facility will be treated as permanent fixtures belonging to the City or Tulsa County, as applicable.

- E. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored in the Concession Facility for benefit of the User.
- F. City and User may, in the discretion of, and 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 City. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration or termination of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

6. Maintenance Responsibility and Schedules

A. User.

- i. User will have responsibility for routine maintenance of the Concession Facility. User shall maintain the Concession Facility in good condition, at its own cost and expense.
- ii. User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Concession Facility as to which it claims ownership, or which are installed for its benefit and use within the Concession Facility.
- iii. User shall inspect Concession Facility immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be required. If any defect may threaten the safety or welfare of participants or the public, User shall not allow individuals to utilize the Concession Facility until such defect has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
- iv. User shall provide at its own expense all supplies, food products, preparation equipment, and any other items necessary for its operation of the Concession Facility, including cleanliness and sanitation.
- v. City will be responsible for providing and maintaining adequate trash receptacles as needed for operation of the Concession Facility. User will be responsible to collect trash and garbage from any receptacles provided for its specific use and deposit same into dumpsters to be collected by the City, or its contractor, in accordance with the same schedule that applies to other commercial users in Glenpool.
- vi. User agrees to ensure that, when events are over, the Concession Facility building, windows and any other lockable areas are properly secured, and all

persons associated with operation of the Concession Facility have left the Premises, and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, etc.) are turned off by the City curfew unless SoCoSoCl has obtained permission from the City to stay beyond curfew. Curfew is set by City Ordinance and will be posted on the Premises.

- vii. User agrees to take all reasonable precautions to prevent waste, damage or injury to the Concession Facility by User or by soccer participants or the general public.

B. City.

- i. City shall provide the services and/or costs for on-going, scheduled maintenance of the Concession Facility, other than upkeep of personal property, fixtures or Improvements belonging to User.
- ii. Scheduled maintenance to be performed by the City shall include:
 - Mowing on a schedule set by the City during the growing season;
 - Trash removal; City dumpster(s) shall be emptied in accordance with the City's contracted schedule; and
 - Pruning of trees and shrubs shall be done annually.
- iii. City will assume all costs for the foregoing services, including the cost of repairing or replacing property owned by the City unless damaged by User or User's guests or invitees.
- iv. City, or SoCo Rec Facility as applicable, shall be responsible for improvements for the benefit of the public, including entrance gates, access road, parking lot, public restroom, Concession Facility, paved walkways, capital equipment, irrigation system and all grass covered areas, trees and shrubs (other than soccer playing fields).
- v. City shall provide water, sewer, trash hauling and electric utilities, and plumbing required for operation of the Concession Facility and public bathroom. Any other utilities may be implemented by User at its sole expense.

7. Utilities

City does now and will continue to pay for electricity, water, sewer and trash hauling utility services without charge to User. Any additional utilities, to include without limitation cable service and telephones, may be implemented at User's sole expense.

8. Concession Facility Particulars

- A. The Concession Facility and all physical fixtures or equipment of the Concession Facility, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, and shelving, are and shall be property of the City, except to the extent User itemizes and provides to the City an inventory of such fixtures and equipment

as it owns, and shall be stored/retained in the Concession Facility until the City directs User to remove them or directs their removal, provided that all perishable food items shall be removed from the Concession Facility upon expiration or at the end of the soccer season, whichever occurs sooner. User agrees to remove any items of personal property upon termination of this Agreement or for other good cause, as determined by the City.

- B. User shall not, under any circumstance and without City's written permission allow any third party to operate the Concession Facility. User agrees to indemnify the City for all claims, damages and liability of any kind resulting from such third party's access to and use of the Concession Facility, except for intentional acts.
- C. User may operate the Concession Facility only after obtaining all required food handler permits and submitting copies of said permits to City.
- D. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations or ordinances pertaining to said operations.
- E. User will receive all revenues from concession operations, and will be the sole provider of concessions for use at the Concession Facility throughout the Term of this Agreement, whether during scheduled soccer activities or during use of the Premises by a third party, and shall secure the Concession Facility to prevent operations by unauthorized third parties and acts of vandalism during periods when not in use by User.
- F. User may retain and use revenues collected from the sale of concessions, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. If User claims exemption from local and/or State sales tax under provisions of Title 68 § 1357 of the Oklahoma Statutes, or otherwise, it will be the duty of User to provide to the City documentation of such exemption.
- G. Operation of the Concession Facility will require the presence on Premises 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.
- H. User shall maintain product liability coverage for operation of the Concession Facility in an amount equivalent to at least the limits of the Oklahoma Governmental Tort Claims Act and shall name the City and Tulsa County as additional insured, all as provided in Section 13 of this Agreement.

9. Record-Keeping

User shall be solely responsible for maintaining accurate accounts with correct entries of all income received and expenditures incurred in the operation of the Concession Facility.

The City reserves the right to audit such accounts only in the event of a dispute deemed credible by the City Attorney.

10. Signage

- A. City and Tulsa County shall retain exclusive and plenary authority to allow or prohibit signs within the Premises. All sign proposals must be presented to and approved by City
- B. City shall install and maintain any directional signs, identification signs or signs indicating applicable rules and/or local ordinances.

11. Insurance; Indemnification; and Release of Claims

- A. Without limiting City's and Tulsa County's right to indemnification as provided in this Agreement, User agrees to maintain, at its expense, both general liability insurance coverage and product liability coverage in force and effect during the entire Term of this Agreement, each in an amount equal to or greater than the liability limits set forth in the Oklahoma Governmental Tort Claims Act and to produce a copy of such policy annually prior to allowing any use of the Concession Facility. Each time this Agreement is renewed, City and Tulsa County reserve the right to review and adjust the minimum amount of insurance coverage required of User.
- B. The City and Tulsa County, and their respective officials, representatives, agents and employees shall be named as additional insured on all required insurance policies, and each policy shall require that the City and Tulsa County be given ten (10) days written notice by each insurer before cancellation of any policy or reduction of coverage for any reason, including nonpayment of premium. The insurers shall have no recourse against City or Tulsa County for payment of any insurance premium.
- C. User shall also require any vendors or contractors with which it conducts business related to the Concession Facility to name the City and Tulsa County as additional insured on all policies covering operation of such business.
- D. User shall submit such certificates of insurance and endorsements as required by this section to the City Attorney for approval prior to allowing any person, to commence work or engage in any activities under this Agreement.
- E. Any insurance benefit protecting City or Tulsa County against any loss relating to or arising out of this Agreement shall be made payable to City and/or Tulsa County as directed by either or both.
- F. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City and/or Tulsa County for all loss or damage to the extent that the damage is covered by User's 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.

- G. In addition to such insurance coverage, and not in lieu thereof, User shall indemnify, defend and hold harmless the City, Tulsa County, and their respective 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 proceedings of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or any of its guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the SoCoSoCl, City, its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

12. Accident/Incident Reporting Requirement

User shall submit to the City 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, ambulance and/or any other emergency response service must be included if called upon to respond.

13. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of the Concession Facility for a period of thirty (30) days without suitable explanation to the City.
- B. This Agreement may be voluntarily terminated by either of User or City following thirty (30) days' written notice of either party's intention to terminate.
- 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 shall serve User written notice and thirty (30) days to correct any default, and further provided that such time limit 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 representations 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 representation contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or representations 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 Concession Facility 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 reasonableness of said costs being within the sole judgment of City. If the Concession Facility 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.

14. Miscellaneous

A. Notice Provision.

Each party shall designate one or more representatives who shall be responsible for the administration of this Agreement.

Any notice, demand, communication, consent, submission of information, request for permission to undertake any act or any other transaction or exchange required or permitted by this Agreement or by law (collectively, "Notice") shall be in writing. Service of such Notice shall be complete upon verified delivery to either party's designated representative and shall be deemed effective for all purposes under this Agreement as though delivered directly to such party.

Verified delivery may be made by depositing such Notice in the U.S. Mail or other generally recognized postal service; certified mail with return receipt requested; or by personal delivery to the other party, through its designated representative. Receipt of any such Notice may be presumed upon personal delivery or after three days following mail delivery.

The parties' initial designated representatives shall be as follows:

City of Glenpool
Lynn Burrow, Director
Community Development Department
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
Telephone: (918) 209- 4613

Lance & Michele Cole
[Name, Address, Phone on Record]

B. Choice of law and venue

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

C. Compliance with all federal, state, local laws

User agrees, in all its activities pertaining in any way to performance under this Agreement, to abide by, uphold and adhere to all City and Tulsa County rules, regulations and ordinances, regulations and laws of the State of Oklahoma and any applicable federal laws or regulations.

D. Non-discrimination provision

User agrees not to discriminate in providing its services, and shall provide such services, without regard to race, color, nationality, age, religion, disability, gender or sexual identity. Notwithstanding the foregoing, User shall be required only to make such reasonable accommodations to disabled person(s) seeking such services as are required by law.

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 or unenforceable by a court of competent jurisdiction, only such section or provision shall be stricken from this Agreement. Such invalidity or unenforceability shall not extend to or affect any other sections or provisions hereof, and all remaining sections and provisions of this Agreement shall continue in full force and effect, to the extent allowed by law.

G. Authority to sign

The parties, and Tulsa County as third-party beneficiary, represent that their respective signatories are fully and duly authorized members, officers or agents of City, Tulsa County and/or User, as applicable.

H. Amendment provisions

No section or provision of this Agreement may be modified, altered, added to or amended, and no such modification, alteration, addition or amendment 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, duties or obligations hereunder, shall be sold, assigned, alienated or encumbered by either party. Any attempt to sell, assign, alienate or encumber this Agreement, or the Concession Facility, by either party shall be cause for immediate termination of this Agreement.

J. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same Agreement.

15. Checklist of Documents Required as Condition of Performance (attached as Exhibits)

- A. User Agreement between City and SoCoSoCl, dated February 20, 2018.
- B. Copy of all required health department permits and any other licenses or permits required by law.
- C. Schedule of all anticipated operating hours
- D. General liability and product liability insurance declaration pages identifying City and Tulsa County as additional insured.
- E. IRS 501(c)(3) Tax-Exemption Certificate, if applicable.

16. Consent of Tulsa County to Agreement as Condition Precedent

Tulsa County, as Landlord under the Lease of the Premises by the City of Glenpool for use as Glenpool Soccer Complex, has reserved the right to prohibit the City from permitting use of the Premises by any party other than the City, its agents and employees without the prior written consent of Tulsa County.

Tulsa County has been added as a non-party signatory to this Agreement solely to give evidence of such consent. City and User expressly recognize and acknowledge Tulsa County as third-party beneficiary to this Agreement, while assuming no obligations or liability hereunder.

The City and User expressly understand and agree that this Agreement is invalid, void and of no effect unless and until executed below by a duly authorized signatory for Tulsa County.

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 thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

CITY OF GLENPOOL, OKLAHOMA

By _____
Timothy Lee Fox, Mayor

Date

Attest:

Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

USER

Lance Cole, Owner

Michelle Cole, Co-Owner

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared

_____ and _____
known to me, or verified to my satisfaction, to be the signatories of the foregoing instrument and acknowledged to me that each and both of them executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

City of Glenpool/Lance & Michelle Cole
User Agreement for Glenpool Soccer Complex
[Concession Facility Only]

TULSA COUNTY

As of the ____ day of _____ 2018, Tulsa County has found that the foregoing User Agreement between the City of Glenpool, as Tenant of Tulsa County, and Lance and Michelle Cole, as User of the concession facility at the Glenpool Soccer Complex, is in substantial compliance with Article 5, Section 5.1 of the Lease Agreement By and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**Tenant**"), dated November 21, 2016:

Tenant shall not:

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

THEREFORE, by the authorized signature below, Tulsa County hereby gives its consent to the foregoing City of Glenpool/Lance&Michelle Cole User Agreement for operating the concession facility at the Glenpool Soccer Complex, as executed or to be executed by the parties thereto.

Chairperson
Tulsa County Board of County Commissioners
[or other authorized signatory]

Date

Attest:

_____, County Clerk

Seal

Approved as to Form:

_____, Assistant District Attorney

Exhibit A

Lease Agreement By and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("Landlord") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("Tenant"), dated as of November 21, 2016. (Lease of Glenpool Soccer Complex premises from Tulsa County by City of Glenpool), including legal description of Premises.
[Attached]

Exhibit B

User Agreement By and Between the City of Glenpool, Oklahoma, Tulsa County, Oklahoma and the South County Soccer Club, dated as of February 20, 2018, for operation of the Glenpool-South County Soccer Complex.
[Attached]

Exhibit C

First Amendment and Renewal of User Agreement By and Between the City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma and the South County Soccer Club, dated as of _____, for operation of the Glenpool-South County Soccer Complex but excluding the on-grounds concession facility.
[Attached]



Planned Unit Development No. 39

August 1, 2018



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Exhibits

Exhibit A	Conceptual Site Plan
Exhibit B	Aerial Photography
Exhibit C	Architectural Style & Floor Plans
Exhibit D	Site Topography
Exhibit E	Drainage Area Maps
Exhibit F	Soil Survey
Exhibit G	Covenants

Development Concept

Scissortail is a single-family residential development on a 69.33-acre tract of presently undeveloped land within the City of Glenpool. The project is located on the north side of SH-67 (East 151st Street South) between Elwood Avenue and Peoria Avenue that will abut the existing Mansfield Lane Glenvillage and Glenvillage 2nd subdivisions.

Scissortail will be a professionally planned neighborhood. Plans include a community pavilion with seating areas, child play area, basketball court, parking areas and walking paths.

A homeowners' association will be formed for the neighborhood and homeowners' dues established for the maintenance of the neighborhood and amenities. Covenants for the neighborhood have been prepared to set forth minimum dwelling sizes, percent of masonry, and other criteria which establish and maintain a quality development.

The current Glenpool Zoning Code states certain development types can only be achieved by use of a PUD and are encouraged by the City. This development concept includes a mixture of:

- Density
- Dwelling sizes and heights
- Lot sizes and widths
- Design character in a single cohesive manner throughout the development
- Housing types
- Open space, with consideration given to preservation of the natural environment
- Amenities (community pavilion, child play area, basketball court and walking paths)

To further improve development quality, Scissortail will include professional landscaping and other decorative treatments along State Highway 67 (East 151st Street South).

Development Standards

Land Area: 69.33 Acres

Permitted Use: Single-Family Dwelling

Residential lot density calculation (based on RS-3 zoning):

Maximum residential lots allowed (3,019,981.17 / 10,875 square feet): 278

Residential lots proposed: 224

Minimum lot width: 65 feet

Minimum lot area: 7,800 square feet

Minimum land area per dwelling unit (based on RS-3 zoning): 10,875 square feet

Provided land area per dwelling unit 13,482 square feet

Maximum structure height: 35 feet

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

Front Yard abutting a public street: 25 feet

Rear yard: 20 feet

Side yard: 5 feet

No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

All other yards abutting a public street: 15 feet unless a side entry garage is proposed

If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of 20 feet from the street right of way.

Dwelling Floor Area Restrictions

1,600 SF or Greater	80%
1,500 to 1,599 SF	10%
1,400 to 1,499 SF	10%

Greenspace Calculation

Gross Land Area:	69.33 Acres
Required Greenspace:	3.47 Acres (5.0%)
Provided Greenspace:	5.40 Acres (7.8%)

Access and Circulation

PHASE I – Vehicular access to the subject tract shall be from State Highway 67 (East 151st Street South) and through the existing Mansfield Lane subdivision.

PHASE II – Vehicular access to the subject tract shall be through the existing Mansfield Lane, Glenvillage 2nd and Scissortail Phase I subdivisions.

CONSTRUCTION TRAFFIC – Access to the subject tract shall only be permitted from State Highway 67 (East 151st Street South).

Drainage and Utilities

On-site detention facilities will be designed and incorporated into the subdivision. These areas will also be used for landscaped open space and walking paths for the recreation and enjoyment of the residents.

All proposed utilities shall be located underground. The final drainage and grading design shall be designed in conformance with City of Glenpool Engineering Design Criteria and approved by the City Engineer.

Environmental Analysis and Topography

The property consists of gently rolling range land with elevations ranging from 713 feet to 760 feet. The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types present on the site. Existing soils consist of the following (Refer to Exhibit F):

Tulsa County, Oklahoma (OK143)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Dennis silt loam, 1 to 3 percent slopes	1.7	2.4%
15	Dennis-Pharoah complex, 1 to 3 percent slopes	35.2	50.0%
16	Dennis-Radley complex, 0 to 12 percent slopes	6.5	9.3%
20	Eram-Coweta complex, 5 to 15 percent slopes	1.0	1.5%
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	13.6	19.4%
NBRE	Niolaze-Bigheart-Rock outcrop complex, 3 to 15 percent slopes, very stony	12.3	17.5%
Totals for Area of Interest		70.5	100.0%

Amenities

Included in this development will be a community pavilion with seating areas, child play area, basketball court, parking areas and walking paths (Refer to Exhibit A).

Covenants

Building standards are set forth in the attached covenants (Exhibit G) to establish aesthetically pleasing homes as shown on the attached Exhibit C. All yards facing a street shall be professionally landscaped before a Certificate of Occupancy is issued by the City of Glenpool.

Homeowners' Association

THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED AND IN PLACE BEFORE OR IMMEDIATELY UPON APPROVAL OF THE PUD APPLICATION.

Purpose and Powers of the Association: This Association is formed for the purposes not involving pecuniary gain or profit, incidentally or otherwise, to the members thereof, and shall have no capital stock. The purposes for which the Association is formed are to enhance and protect the value, desirability and attractiveness of the real property described as follows:

All Phases of Scissortail, a Subdivision in the City of Glenpool, Tulsa County, Oklahoma, according to the recorded plat thereof (hereinafter referred to as "SCISSORTAIL")

and to promote the health, safety and welfare of the residents, owners and tenants of lots within SCISSORTAIL, and any additional property as may hereafter be annexed to the jurisdiction of this Association, and for these purposes to:

a) own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs and common areas (including playground area, community pavilion, basketball court, walking paths, detention areas and pond fountain maintenance), facilities and structures of any and all kinds for the use and benefit of the members of the Association. In the event the Association fails to maintain these areas in a proper and safe manner, the City of Glenpool will have the right to maintain these areas and bill each member of the Scissortail Homeowners' Association for that cost. Should payment by any member not occur, the City of Glenpool and/or the Scissortail Homeowners' Association may place a lien on the delinquent member's personal property within this platted area;

b) exercise such powers pertaining to SCISSORTAIL, including, architectural plan review, as may from time to time be vested in or granted to the Association;

c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments made for acquisition, construction, maintenance and operation of common facilities, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

e) borrow money, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and;

f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Oklahoma General Corporation Act by law now or hereafter have or exercise.

Final documents on the Homeowners' Association of Scissortail will be filed with the final plat and include the maintenance agreement and other specific rights and requirements for the Association members.

Legal Description

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°35'38" WEST 1324.16 FEET TO A POINT ON THE WEST LINE OF THE E/2 OF SECTION 13; THENCE NORTH 01°07'13" WEST ALONG SAID WEST LINE 1322.23 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'30" EAST ALONG SAID NORTH LINE 1324.13 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°07'18" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,751,049.13 SQUARE FEET OR 40.20 ACRES.

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

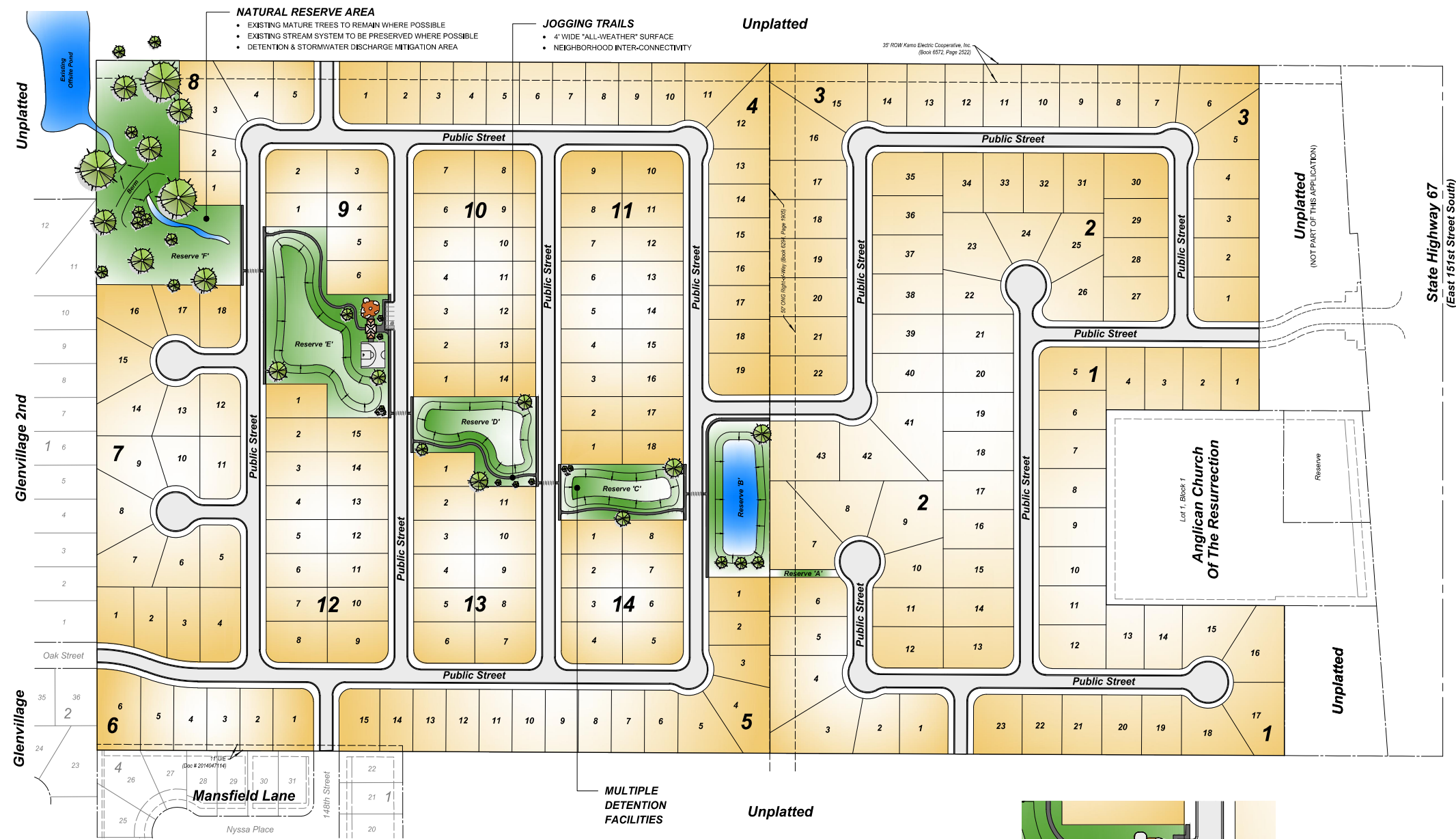
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 88° 36' 13" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2648.36 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 01° 08' 05" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 67 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG A CURVE TO THE LEFT, ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CENTRAL ANGLE OF 00° 48' 04", A CHORD BEARING OF S 85° 20' 27" W AND A CHORD DISTANCE OF 322.52 FEET; THENCE S 05° 03' 35" E ON A RADIAL BEARING, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, A DISTANCE OF 15.00 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 224.98 FEET, A CENTRAL ANGLE OF 00° 33' 33", A CHORD BEARING OF S 84° 39' 40" W AND A CHORD DISTANCE OF 224.98 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 52.24 FEET, A CENTRAL ANGLE OF 85° 30' 42", A CHORD BEARING OF N 41° 37' 32" E AND A CHORD DISTANCE OF 47.52 FEET TO A POINT OF TANGENCY; THENCE N 01° 07' 50" W, PARALLEL WITH THE EAST LINE OF LOT 1, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK, A DISTANCE OF 45.30 FEET, TO A TANGENT POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE

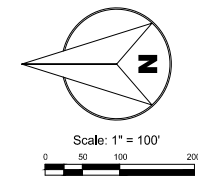
OF 66.04 FEET; THENCE S 88° 36' 10" W A DISTANCE OF 120.00 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N 01° 07' 50" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 300.55 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 88° 35' 44" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 374.31 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 1; THENCE S 01° 07' 36" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 13" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 01° 07' 35" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1010.83 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 88° 34' 51" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1323.99 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE S 01° 08' 05" E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1121.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 29.13 ACRES / 1,268,932.57 SQUARE FEET.

BASIS OF BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.



Residential Subdivision
Glenpool, Oklahoma



NOTE:
SITE PLAN SHOWN ABOVE IS
CONCEPTUAL IN NATURE AND IS
SUBJECT TO CHANGE BASED ON FINAL
ENGINEERING AND PLATTING
REQUIREMENTS OF THE CITY OF
GLENPOOL

EXHIBIT 'A'

CONCEPTUAL SITE PLAN



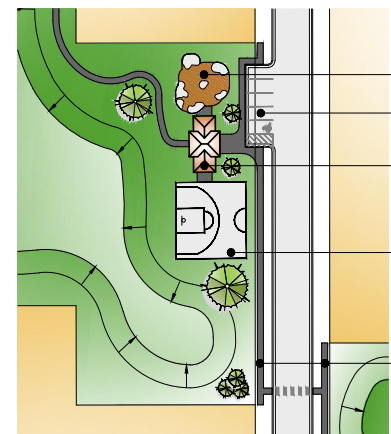
PAVILION DESIGN CONCEPT



BASKETBALL COURT CONCEPT



CLIMB & CRAWL CHILD PLAY AREA CONCEPT



- CLIMB & CRAWL CHILD PLAY AREA**
 - APPROXIMATELY 40' x 40' AREA
- PARKING AREA**
 - 4 STANDARD PARKING SPACES
 - 1 HANDICAP PARKING SPACE
- COMMUNITY PAVILION**
 - PAINTED METAL FRAME CONSTRUCTION
 - SEATING AREAS
 - OUTDOOR GRILL
 - TRASH CANS
- BASKETBALL COURT**
 - CONCRETE / ASPHALT W/ PAINTED STRIPES
 - HALF-COURT REGULATION SIZE
 - PROFESSIONAL GOAL & RIM
- CONCRETE SIDEWALKS**
 - TO BE INSTALLED BY DEVELOPER
 - REQUIRED ALONG PLATTED RESERVE AREAS



20 East Dawes Ave
Bixby, Oklahoma 74008
Phone: (918) 798-6396

DATE PREPARED: July 31, 2018



Residential Subdivision
Glenpool, Oklahoma

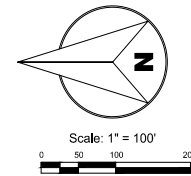


EXHIBIT 'B'

AERIAL PHOTOGRAPHY



20 East Dawes Ave
Bixby, Oklahoma 74008
Phone: (918) 798-6396

DATE PREPARED: July 31, 2018

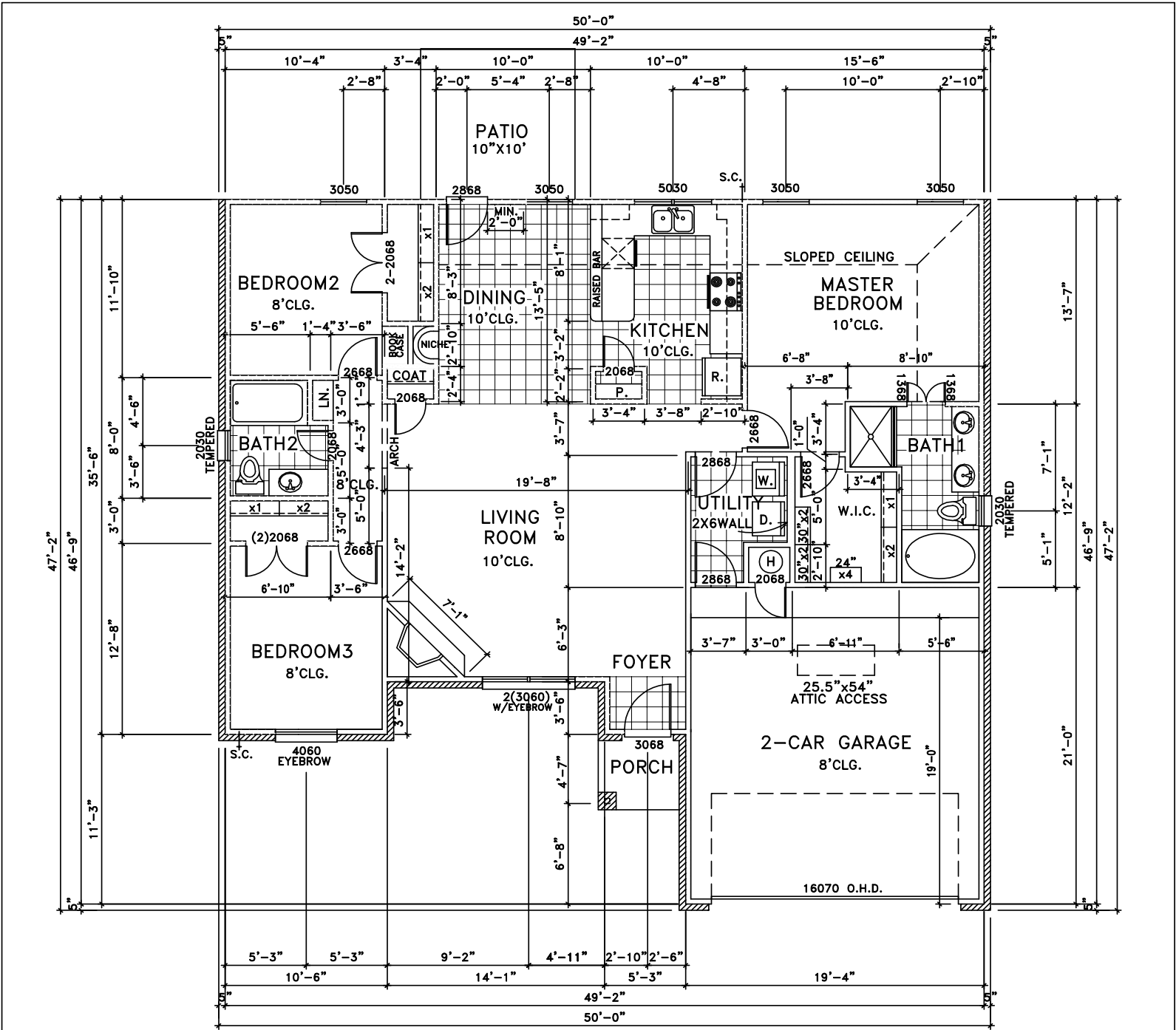


EXHIBIT C.1



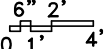
FRONT ELEVATION A

- FLOOR PLAN NOTES:
- 1) ALL ARCHES ARE EYEBROW
 - 2) BOTTOM OF ARCHES AT 6'-8"
 - 3) NICHES 42" HIGH AND 42" FROM FLOOR
 - 4) HVAC IN ATTIC
 - 5) 6/12 ROOF PITCH
 - 6) SIDING ON BACK OF HOME
 - 7) STONE CORNERS (4) ON FRONT OF HOME

CONTRACTOR AREA: 1445 S.F.

FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 HOME CREATIONS		SHEET 1	OF 10	SHEET REVISIONS:	
DWELLING AREA:	GARAGE AREA:	PLAN: T5-PROVIDENCE		08/26/2005	
VENEER: 1544 S.F.	VENEER: 431 S.F.	SCALE: 		12/05/2005	
FRAME: 1503 S.F.	FRAME: 410 S.F.	A		07/16/2007	
				06/05/2008	

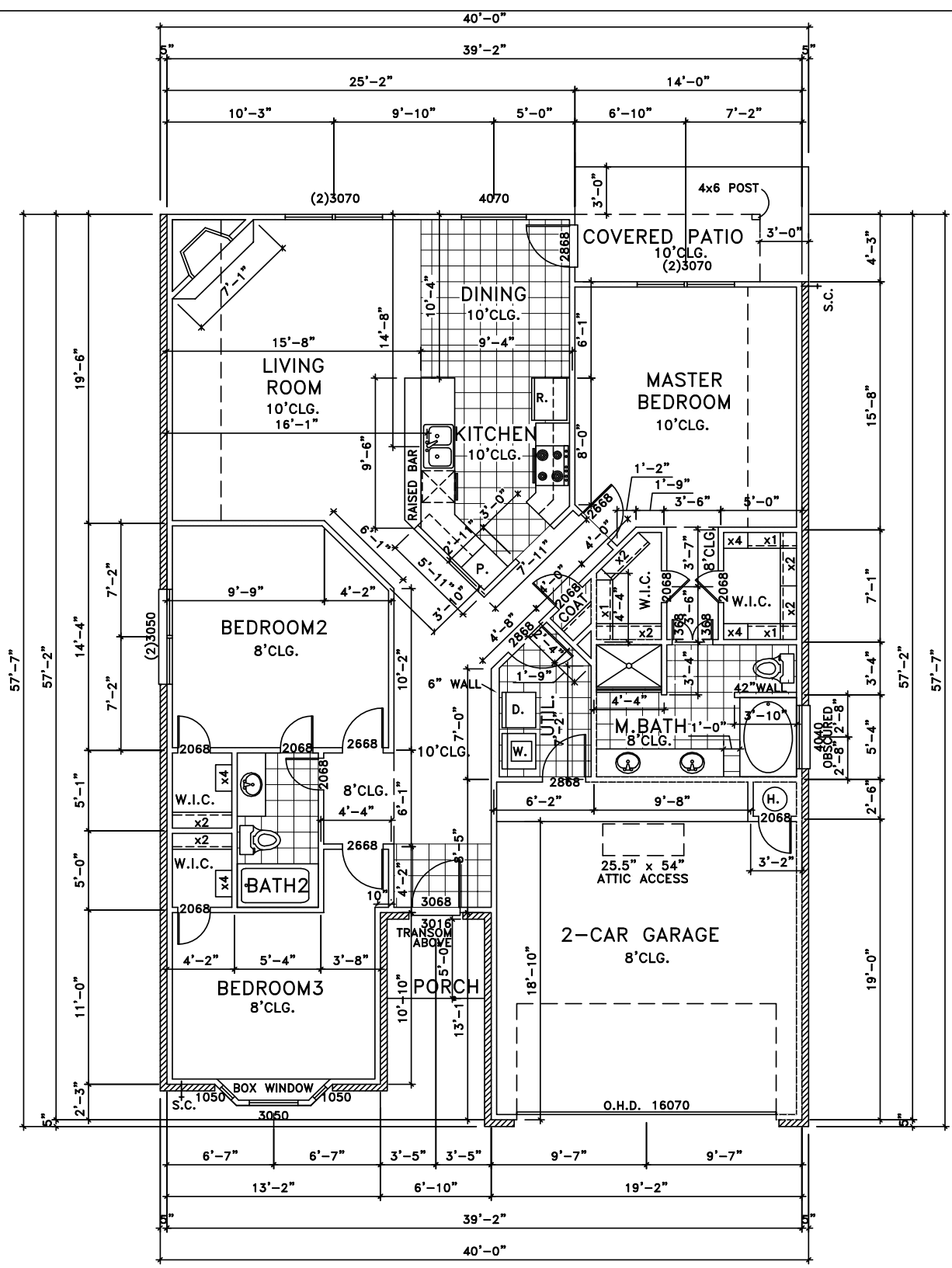


EXHIBIT C.2

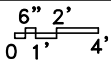


- FLOOR PLAN NOTES:
- 1) ALL ARCHES ARE EYEBROW
 - 2) BOTTOM OF ARCHES AT 6'-8"
 - 3) NICHES 42" HIGH AND 42" FROM FLOOR
 - 4) HVAC IN ATTIC
 - 5) 6/12 ROOF PITCH
 - 6) SIDING ON BACK OF HOME
 - 7) STONE CORNERS (4) ON FRONT OF HOME

FRONT ELEVATION A

CONTRACTOR AREA: 1592 S.F.
FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T8-RALEIGH ELITE		06/02/2006	
VENEER: 1709 S.F.	VENEER: 429 S.F.			08/25/2006	
FRAME: 1655 S.F.	FRAME: 406 S.F.			08/01/2007	
		SCALE: 	A	09/11/2007	

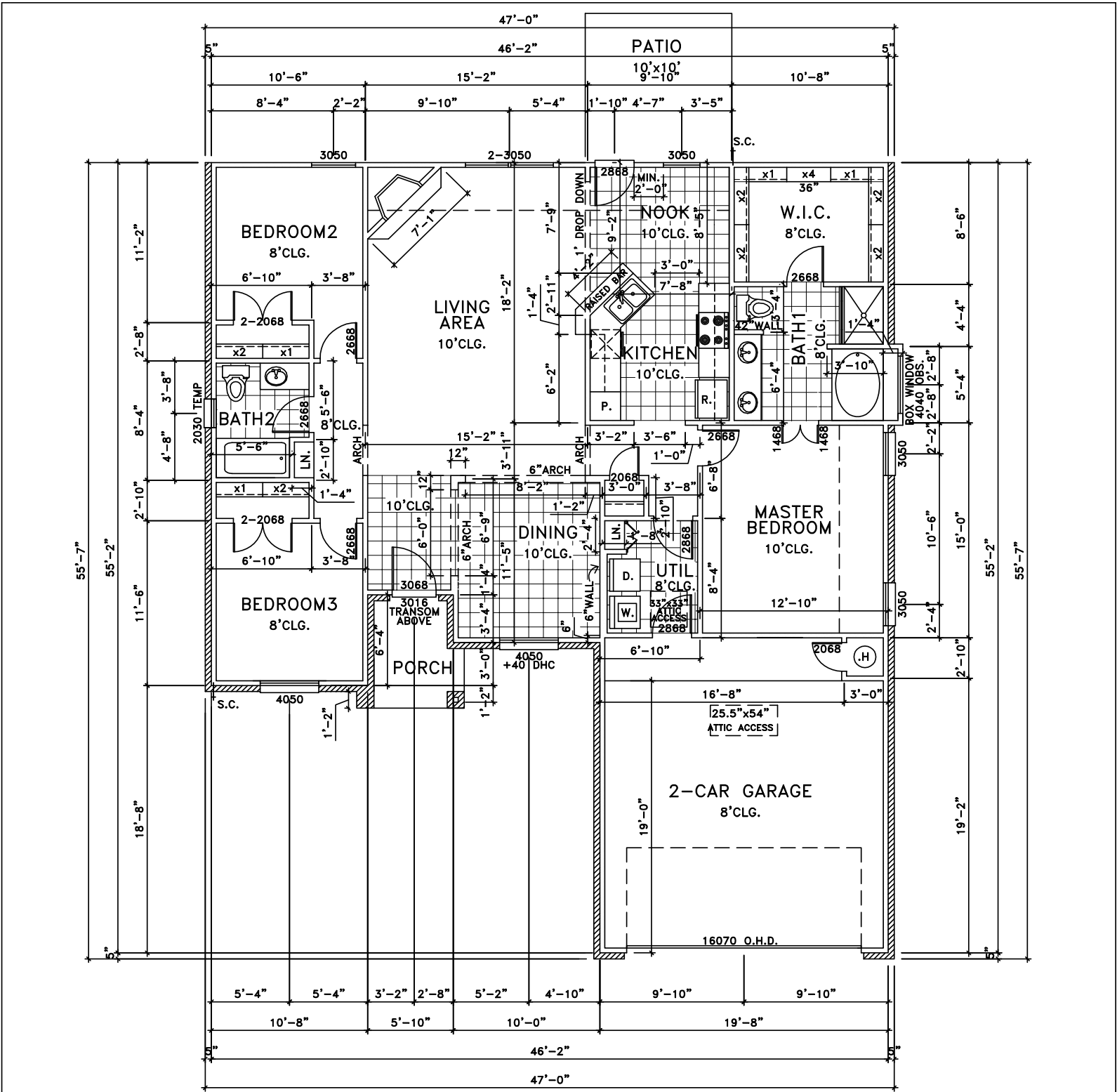


EXHIBIT C.3



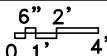
FRONT ELEVATION A

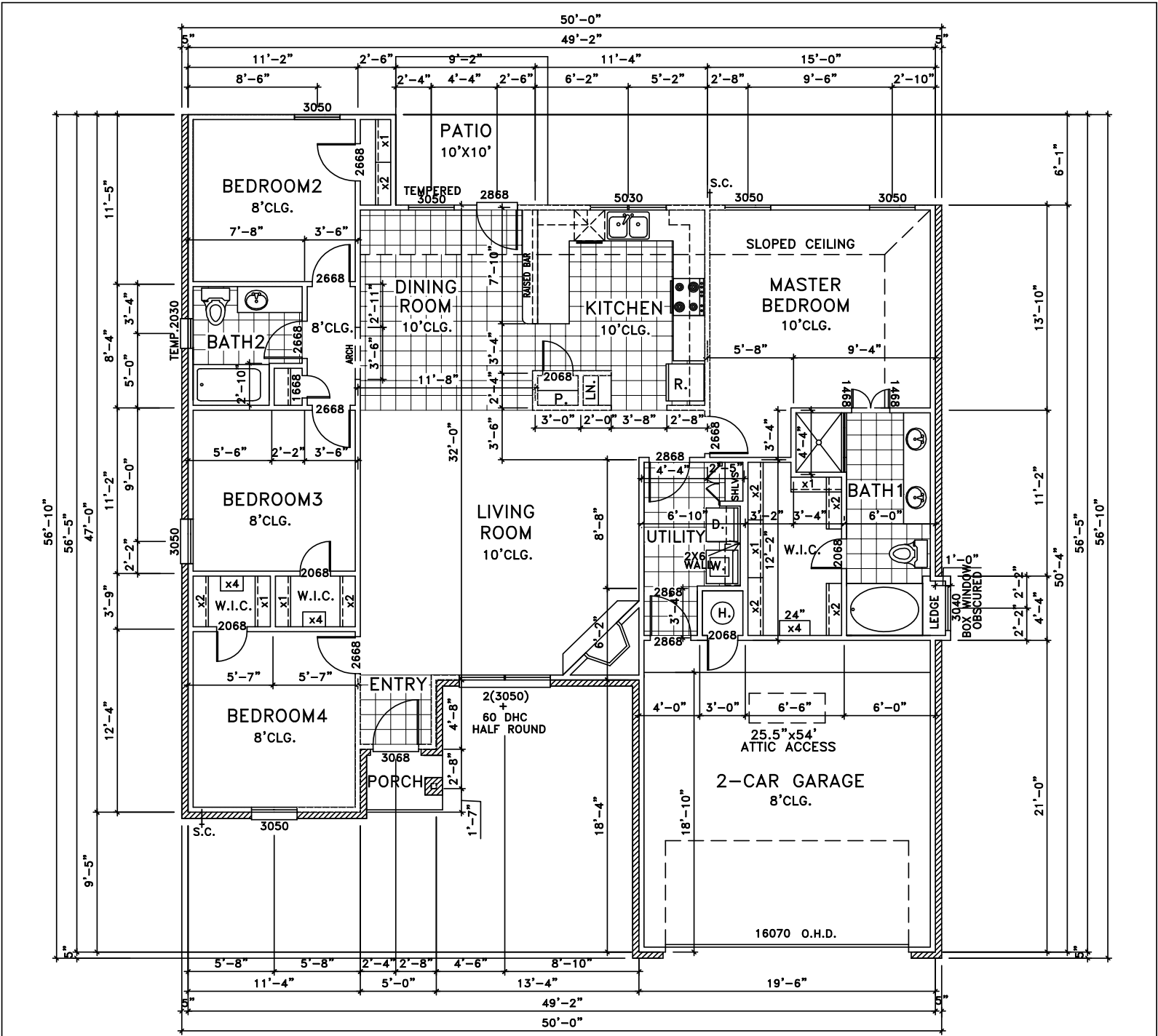
- FLOOR PLAN NOTES:
- 1) HVAC IN ATTIC
 - 2) 1/2 ROOF PITCH
 - 3) STONE CORNERS (3) ON FRONT OF HOME
 - 4) SIDING ON BACK OF HOME
 - 5) TWO PENDANT LIGHTS OVER BAR AREA

CONTRACTOR AREA: 1495 S.F.

FLOOR PLAN A

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 HOME CREATIONS		SHEET 1	OF 10	SHEET REVISIONS:	
DWELLING AREA:	GARAGE AREA:	PLAN: T8-CARTER		01/07/2008	
VENEER: 1597 S.F.	VENEER: 439 S.F.	SCALE: 		09/05/2008	
FRAME: 1543 S.F.	FRAME: 413 S.F.	A		01/16/2009	



CONTRACTOR AREA: 1643 S.F.

FLOOR PLAN A

- NOTES:
- 1)ALL ARCHES ARE EYEBROW
 - 2)BOTTOM OF ARCHES AT 6'-8"
 - 3)NICHES 42" HIGH AND 42" FROM FLOOR
 - 4)NO PENDANT LIGHTS

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T7-JOHNSTON		01/13/2005	
VENEER: 1780 S.F.	VENEER: 455 S.F.	SCALE:		05/20/2005	
FRAME: 1708 S.F.	FRAME: 430 S.F.	A		09/28/2005	
				07/17/2007	

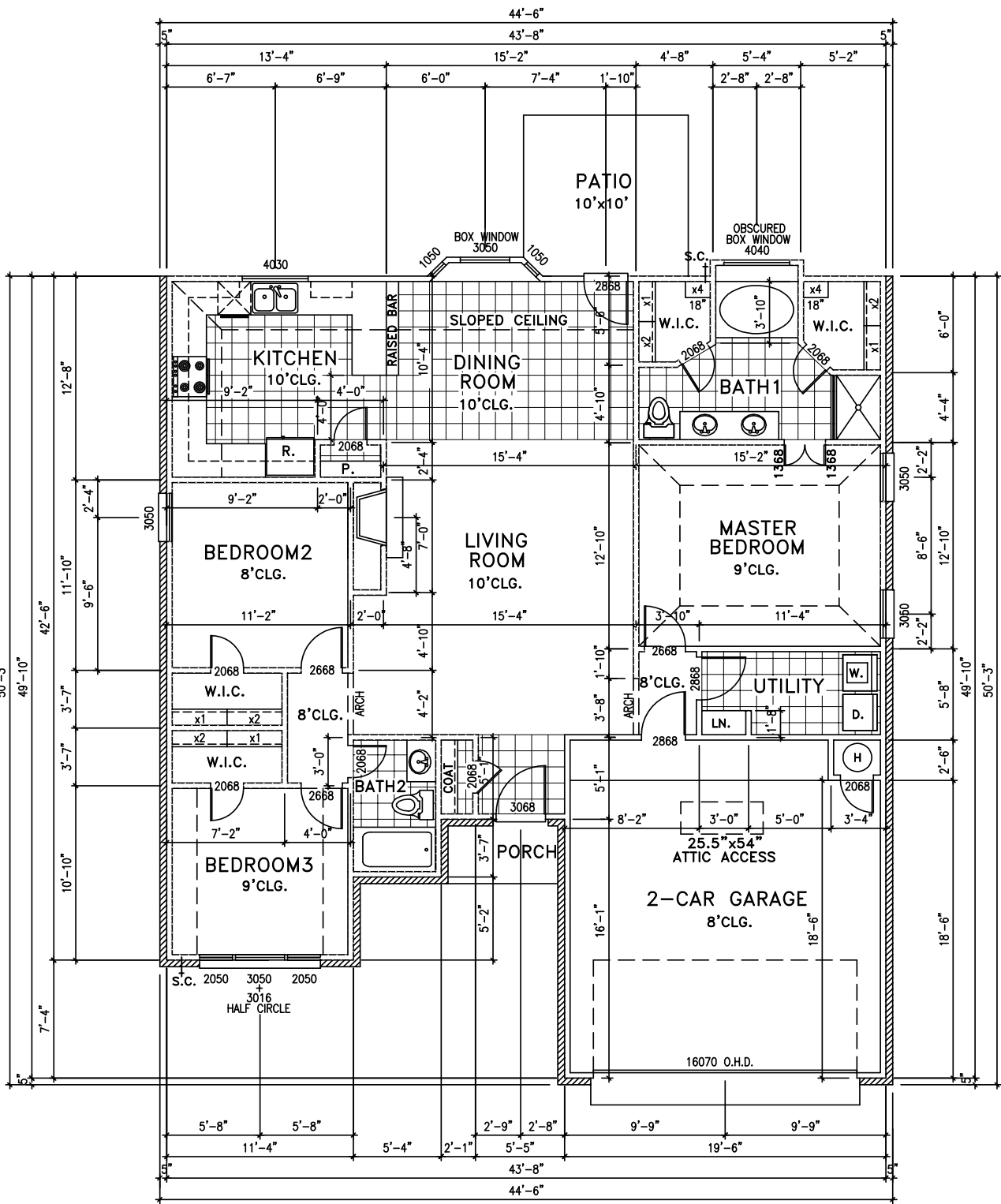
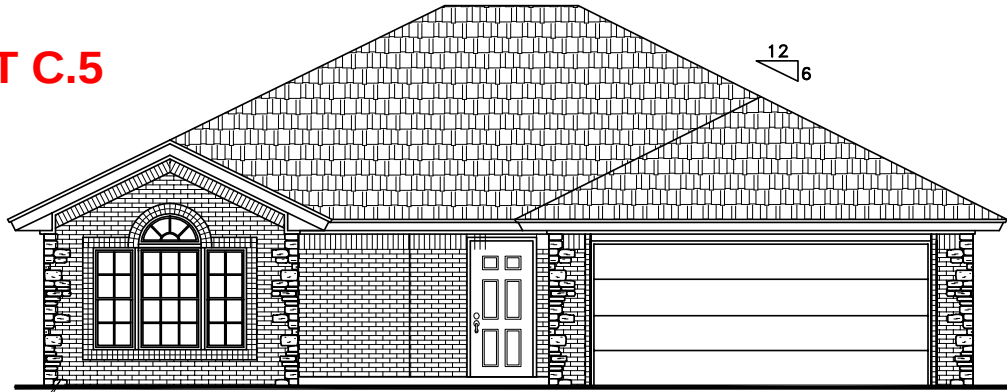


EXHIBIT C.5



FRONT ELEVATION A

- FLOOR PLAN NOTES:
- 1)ALL ARCHES ARE EYEBROW
 - 2)BOTTOM OF ARCHES AT 6'-8"
 - 3)NICHES 42" HIGH AND 42" FROM FLOOR
 - 4)SIDING ON BACK OF HOME
 - 5)6-12 ROOF PITCH

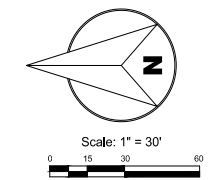
CONTRACTOR AREA: 1441 S.F.
FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.
1145 E 148th STREET S

		HOME CREATIONS		SHEET 1	OF 10	SHEET REVISIONS:	
DWELLING AREA:	GARAGE AREA:	PLAN: T5-LINCOLN-R					
VENEER: 1541 S.F.	VENEER: 431 S.F.	SCALE: 		B	02/20/2006		
FRAME: 1498 S.F.	FRAME: 408 S.F.				01/17/2007		
					07/13/2007		



Residential Subdivision
Glenpool, Oklahoma



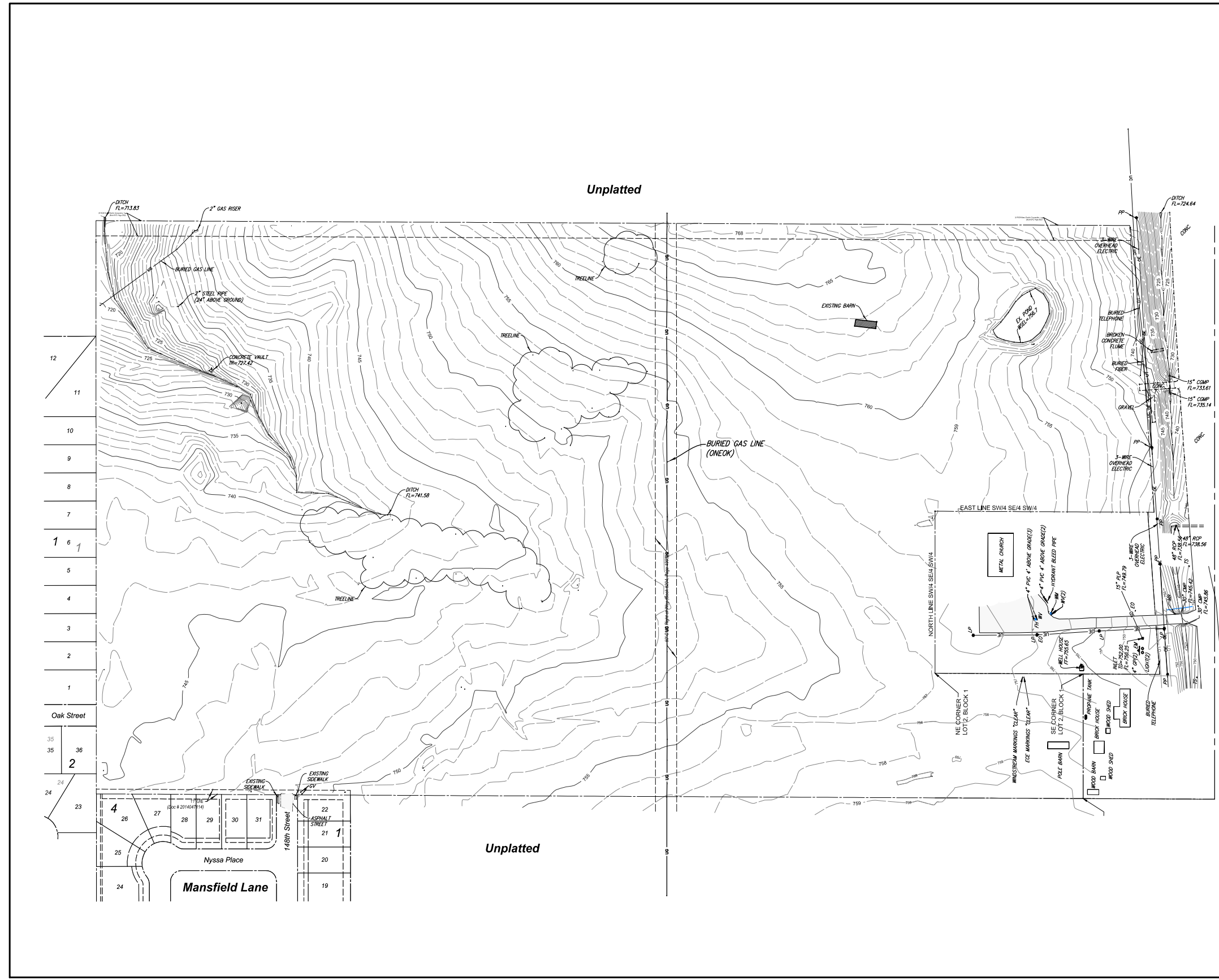
State Highway 67

EXHIBIT 'D'
SITE TOPOGRAPHY



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

DATE PREPARED: July 31, 2018





Residential Subdivision
Glenpool, Oklahoma

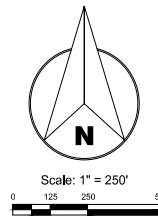
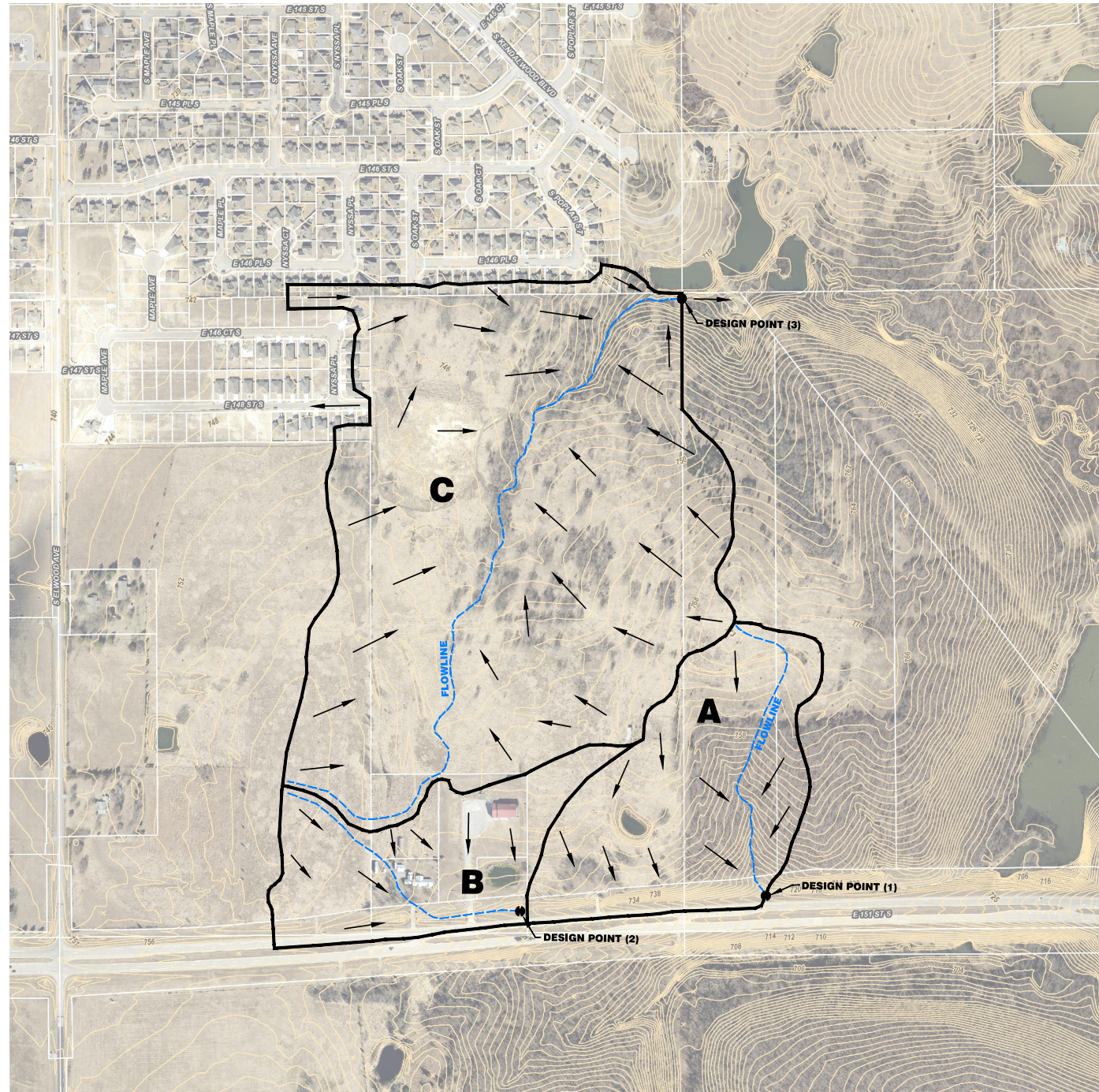


EXHIBIT 'E.1'
PRE-DEVELOPMENT
DRAINAGE AREAS



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



DATE PREPARED: July 31, 2018



Residential Subdivision
Glenpool, Oklahoma

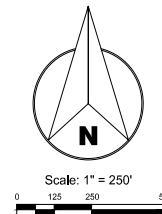
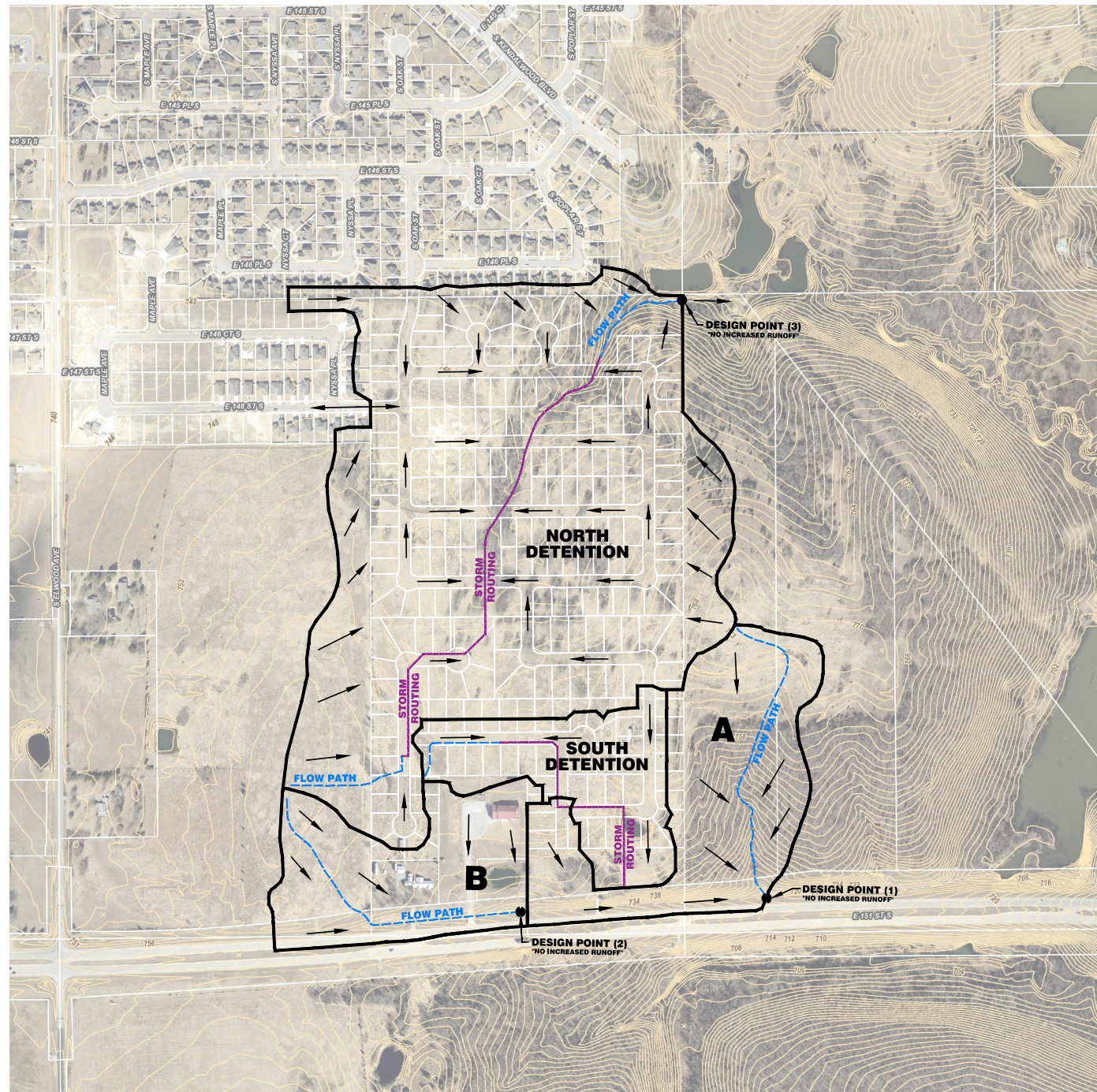


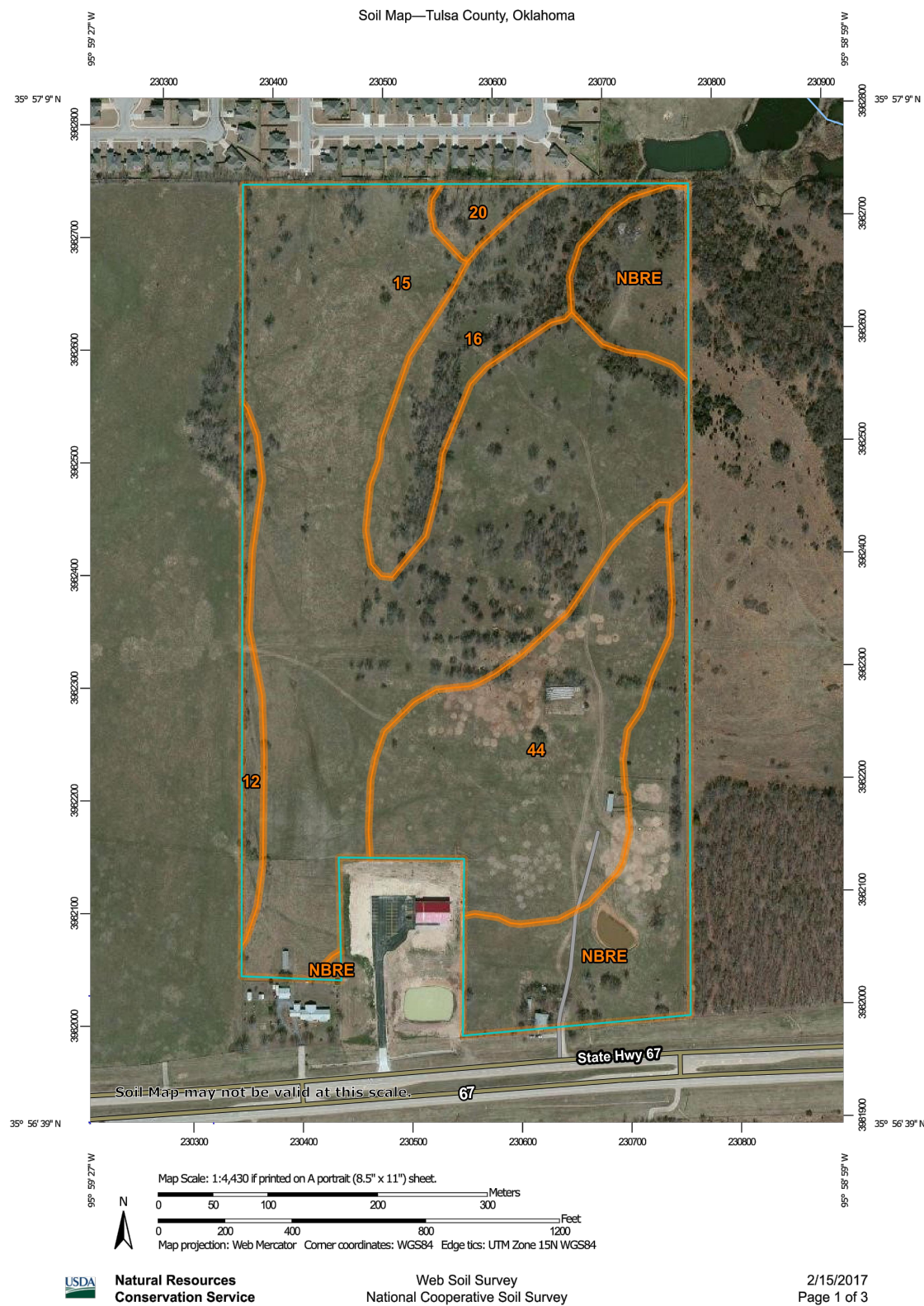
EXHIBIT 'E.2'
POST-DEVELOPMENT
DRAINAGE AREAS



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



DATE PREPARED: July 31, 2018



Residential Subdivision
Glenpool, Oklahoma

Map Unit Legend

Tulsa County, Oklahoma (OK143)				
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
12	Dennis silt loam, 1 to 3 percent slopes	1.7	2.4%	
15	Dennis-Pharoah complex, 1 to 3 percent slopes	35.2	50.0%	
16	Dennis-Radley complex, 0 to 12 percent slopes	6.5	9.3%	
20	Eram-Coweta complex, 5 to 15 percent slopes	1.0	1.5%	
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	13.6	19.4%	
NBRE	Niotaze-Bigheart-Rock outcrop complex, 3 to 15 percent slopes, very stony	12.3	17.5%	
Totals for Area of Interest		70.5	100.0%	

EXHIBIT 'F'
SOIL SURVEY



SCISSORTAIL

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Summit Properties, Inc., an Oklahoma Corporation, hereinafter together referred to as the "Owner/Developer" is the owner of the following described land in the City of Glenpool, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°35'38" WEST 1324.16 FEET TO A POINT ON THE WEST LINE OF THE E/2 OF SECTION 13; THENCE NORTH 01°07'13" WEST ALONG SAID WEST LINE 1322.23 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'30" EAST ALONG SAID NORTH LINE 1324.13 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°07'18" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,751,049.13 SQUARE FEET OR 40.20 ACRES.

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 88° 36' 13" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2648.36 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 01° 08' 05" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 67 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG A CURVE TO THE LEFT, ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CENTRAL ANGLE OF 00° 48' 04", A CHORD BEARING OF S 85° 20' 27" W AND A CHORD DISTANCE OF 322.52 FEET; THENCE S 05° 03' 35" E ON A RADIAL BEARING, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, A DISTANCE OF 15.00 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 224.98 FEET, A CENTRAL ANGLE OF 00° 33' 33", A CHORD BEARING OF S 84° 39' 40" W AND A CHORD DISTANCE OF 224.98 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT, HAVING A

EXHIBIT 'G' - COVENANTS

RADIUS OF 35.00 FEET, AN ARC LENGTH OF 52.24 FEET, A CENTRAL ANGLE OF 85° 30' 42", A CHORD BEARING OF N 41° 37' 32" E AND A CHORD DISTANCE OF 47.52 FEET TO A POINT OF TANGENCY; THENCE N 01° 07' 50" W, PARALLEL WITH THE EAST LINE OF LOT 1, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK, A DISTANCE OF 45.30 FEET, TO A TANGENT POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET; THENCE S 88° 36' 10" W A DISTANCE OF 120.00 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N 01° 07' 50" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 300.55 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 88° 35' 44" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 374.31 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 1; THENCE S 01° 07' 36" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 13" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 01° 07' 35" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1010.83 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 88° 34' 51" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1323.99 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE S 01° 08' 05" E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1121.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 29.13 ACRES / 1,268,932.57 SQUARE FEET.

BASIS OF BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Scissortail", a Subdivision in the City of Glenpool, Tulsa County, Oklahoma (hereinafter "Scissortail" or the "Subdivision").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be **ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA**, and by the supplier of any

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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

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south and east side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water (except as may be affected by the settlement agreement with Creek County Rural Water District #2) and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

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4. The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be **ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA**, or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main 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 line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Storm Water Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Reserve Areas "B - F" (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within the subdivision.
2. Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Glenpool, Oklahoma.
3. Detention and other drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:

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- a. The Detention Easement Areas shall be kept free of litter.
- b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- c. In the event the Homeowners' Association should fail to properly maintain the Detention Easement Areas as above provided, the City of Glenpool, Oklahoma, or its designated contractor may enter the Detention Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
- d. In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Glenpool, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/224th of the costs.
- e. A lien established as above provided may be foreclosed by the City of Glenpool, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

Each Lot shall *receive* and *drain*, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be **ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.**

G. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of Glenpool, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Scissortail was submitted as a planned unit development (designated as PUD No. 39) as provided within Sections 11-3-13 – 11-3-15 and 11-9-8 – 11-9-11 of Title 11, Glenpool Revised Ordinances (Glenpool Zoning Code), and

Whereas, the final development plan for PUD No. 39 was affirmatively recommended by the Glenpool Planning Commission on July 24, 2018, and approved by the City Council of the City of Glenpool, Oklahoma on August 6, 2018, the implementing Ordinance No. _____ being adopted on August 6, 2018, and published on _____, with the Emergency Clause giving it immediate effect; and

Whereas, the planned unit development provisions of the Glenpool Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Glenpool, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Glenpool, Oklahoma.

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THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Development in Accordance With PUD

Scissortail shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. 39 approved by the City Council of the City of Glenpool, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. 39 as may be subsequently approved.

B. Applicable Ordinance

The development of Scissortail shall be subject to the planned unit development provisions of the Glenpool Zoning Code, as such provisions existed on April 19, 2018.

C. Development Standards

Minimum lot width: 65 feet, measured at the building line if the lot fronts a cul-de-sac

Minimum front yard abutting a public street: 25 feet

Side yard: 5 feet, no residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

All other yards abutting a public street: 15 feet, unless a side entry garage is proposed. If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of twenty-five (20) feet from the street right of way.

Minimum Rear Yard Setback: 20 feet

Permitted Use: Single-family dwelling

D. Site Plan Review and Compliance With Approved Plans

The approved final plat of the Subdivision shall constitute the detailed site plan required by the Glenpool Zoning Code. The development and use of Scissortail shall be in compliance with the approved building plans and sign plans, as may be later approved by the Glenpool Planning Commission or its successor.

E. Definitions

In the event of ambiguity of any word or term set forth in this Section II., the meaning thereof shall be deemed to be defined as set forth within the Glenpool Zoning Code as the same existed on April 19, 2018.

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. The Homeowners' Association shall require the Architectural Review Committee to review and approve any building plans prior to application for building permit. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.
3. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2022, be deemed transferred to the Scissortail Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited except as provided by amendment exercised under Section IV (C) herein.

C. Floor Area.

Square footage shall be computed for living space, exclusive of porches, patios, and garages.

D. Maximum Building Height.

No building shall exceed two stories or thirty-five (35) feet in height.

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E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows, doors, open porches and patio covers, shall be 100% masonry to the first-floor plate line.

H. Roof Pitch.

No dwelling shall have a roof pitch of less than 6/12. Porches and patios shall not have a roof pitch of less than 4/12.

I. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Weather Wood color. Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

J. Driveways.

Driveways shall be concrete and require approval of the Architectural Committee prior to construction.

K. Fencing.

Fences shall be six (6) feet in height and made of wood privacy fencing. No chain link fences shall be permitted. No fence shall be erected nearer to the front lot line than the twenty-five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

L. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

M. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

N. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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O. Swimming Pools.

Above ground swimming pools are prohibited.

P. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20" in diameter.

Q. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

R. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty-four (24) hours, except within an enclosed garage.

S. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

T. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.

U. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that dogs, cats and other household pets may be kept provided that they are not used for commercial purposes, and subject to all provisions of the City of Glenpool Animal Code, including without limitation the aggregate maximum number of three pets.

V. Noxious Activity.

No noxious or offensive trade or activity shall be carried out upon any Lot or upon any Reserve Area. Nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision.

W. Signage.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the sale or rental of the real property thereon.

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X. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within nine (9) months thereafter. Each Lot shall be maintained in a neat and orderly condition during construction.

Y. Garage Sales/Yard Sales.

Garage sales/yard sales shall not be permitted in the Subdivision.

Z. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

AA. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

BB. AC Pad and Unit

For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

CC. Mailboxes

All mailboxes shall be of a singular design for the lots within Scissortail, as approved by the architectural committee. No mailboxes shall be erected on any residential lot without the approval of the design by the architectural committee and shall conform to a design standard adopted by the Architectural Committee. A charge for mailboxes will be collected by the owner/developer at the closing of each lot.

DD. Front Yard Landscaping

All yards facing a street shall be professionally landscaped before a Certificate of Occupancy is issued by the City of Glenpool.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Scissortail (hereinafter referred to as the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Scissortail.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas. A lien for non-payment of assessments can be foreclosed by the Homeowners' Association and/or the City of Glenpool, Oklahoma.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets and General Utility Easements 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 and shall be enforceable by the City of Glenpool, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Glenpool Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Glenpool, any owner of a Lot or the Homeowners' Association 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. The covenants contained in Section III. Private Restrictions and Section IV. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association 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 to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than twenty (20) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Public Streets and General Utility Easements, 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, Oklahoma, or its successors. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Glenpool Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section II, shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. 39 by the Glenpool Planning Commission or its successors and recording of a certified copy of

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the minutes of the Glenpool Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section III. Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination properly executed by the owners of at least 60% of the Lots, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV. Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

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.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

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

DATE: AUGUST 6, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a certain Professional Services Agreement solicited from and issued by Crafton/Tull Engineering Consultants. The attached Professional Services Agreement in the amount of \$133,500.00 covers the various tasks involved with detailed research, design, permitting, and construction tasks regarding the public ownership and improvements proposed for Warrior Road from 151st Street to 146th Street. This particular project was one of several improvement projects approved by Glenpool voters in the Move Glenpool Forward Sales Tax Initiative in 2016. As noted in the attachments, an official Request for Qualifications (RFQ) was issued by the City to several local consulting engineering companies related to the City's intent to acquire ownership of the illustrated section of Warrior Road. The RFQ also specifies the need for services related to the design, permitting, and construction of significant improvements to the existing roadway as an effort to improve public use of the road and to facilitate improved access to the Glenpool School complex being served by the existing privately-owned drive.

Two of the contacted engineering firms responded to the RFQ and were interviewed by City Staff to determine their understanding of the project, the firm's history with similar projects, current staffing, and existing work load. The two responding firms were competitively scored by City Staff to determine which firm was felt to be most qualified to accomplish the contemplated scope of work for this project. As a result, Crafton/Tull has been selected by Staff to be considered for the completion of this project. The attached copy of the RFQ response from Crafton/Tull details the approach they propose to take, a tentative schedule, and the in-house project team that would be involved with and in charge of this project. The response document also lists similar projects the firm has been involved with in recent history and a brief listing of the various specialty services their firm can provide.

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

Funding for the Warrior Road Rehabilitation project (design and construction) is to be from sales tax revenue earmarked for this Move Glenpool Forward Sales Tax Initiative project approved by the Glenpool voters.

Staff Recommendation:

The Community Development Department has been working with Crafton/Tull on the Speedy's Liftstation Rehab. Project and has developed an effective working relationship with this firm. The extensive RFQ and consultant evaluation process results in City Staff recommending approval of the Consulting Engineering Agreement submitted by Crafton/Tull covering the Warrior Road Rehab. Project in an amount not to exceed \$133,500.00. Staff also recommends Council authorization be given to the Mayor to execute said Agreement on behalf of the City.

Attachments:

- A. RFQ Documents
- B. Professional Consulting Services Agreement



Mr. Kyle Sewell, PE
Vice President
Crafton/Tull Engineering
201 West 5th Street
Tulsa, Oklahoma 74103

RE: City of Glenpool: Warrior Road Acquisition and Rehabilitation Project

Dear Kyle,

As a result of the written response received from your firm regarding the Request for Qualifications (RFQ) sent to you and the following in-person interview, the City Staff has selected your firm to move forward with the design and permitting associated with the referenced project. We feel that you and your staff displayed a genuine interest and desire to provide the engineering services that will be needed to address the multiple issues we will be faced with to accomplish the complete rehabilitation of Warrior Road both from a design standpoint as well as the acquisition of needed public right-of-way and any ODOT involvement with proposed improvements on the 151st Street/Warrior Road intersection. Please move forward with a proposed Consulting Services Agreement that covers the various in-house and third-party services you feel will be necessary to successfully complete the project as we have described currently. My goal is to receive your draft agreement and be in position to make a presentation to the City Council on Monday, August 6th for approval to enter into the contract for the services specified in your agreement.

Again, we appreciate your efforts in this matter and look forward to working with your firm in the successful completion of this project. Please contact me if I can answer questions or assist you in any way to develop the draft Consulting Services Agreement. Thanks.

Sincerely,
The City of Glenpool



Lynn Burrow, PE
Community Development Director

CC: David Tillotson – City Manager
Lowell Peterson – City Attorney

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Evaluation Prepared By:		LYNN BURROW										
1. Experience the firm has in designing this type of project 2. The ability and resources the firm has to perform the work when you need it. 3. The quality of the plans that the firm will provide to you upon completion of the design. 4. Experience of the consultant in City and ODOT procedures. 5. Accessibility of the consultant firm 6. Current work load of the consultant firm.												
Score from 1 to 10 - 1 = inadequate and 10 = superior												
FIRM	1	2	3	4	5	6	7	8	9	10	TOTALS	RANKING
CARTON/TULL	8	9	8	9	10	10					54	
TANNER CONSULTING	7	9	9	8	8	9					50	
COMMENTS												

City Of Glenpool

Creating Opportunity

June 21, 2018

Kyle Sewell, PE
Crafton/Tull
220 East 8th Street
Tulsa, Oklahoma 74110

RE: Request for Qualifications

Dear Kyle,

Please find attached a formal Request for Qualifications regarding an up-coming municipal Capital Improvement Project within the City of Glenpool. The request centers around the need for certain civil engineering related professional services anticipated to design, permit, and construct major improvements involving a particular existing public roadway known as Warrior Road. The Exhibit 'A' attached to the request outlines the location of what we are considering 'The Project Area'. This roadway serves as the primary access drive supporting the Glenpool School District's main campus as noted on the exhibit. The primary goal of this project is to widen and totally rehabilitate the existing surfacing and associated drainage improvements from the intersection at 151st Street (State Highway No. 67) to 146th Street as noted. The overall project is to be fully designed and permitted such that it can be constructed in several phases if necessary to accommodate construction budgets and school activity schedules.

I believe the attached request provides an adequate insight into what the City of Glenpool is looking for from a professional qualification standpoint. However, please do not hesitate to contact me regarding project specific details or other issues that need clarification. Your attention to this request will be much appreciated. We look forward to your response.

Sincerely,
The City of Glenpool



Lynn Burrow, PE
Community Development Director

CC: David Tillotson – City Manager
Attachment: RFQ

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



REQUEST FOR QUALIFICATIONS
Warrior Road Reconstruction Project

A) The City of Glenpool is requesting statements of qualifications from qualified Civil Engineering Consulting firms interested in providing professional engineering design, jurisdictional permitting, and construction administration services involved with the rehabilitation and reconstruction of a certain portion of an existing public roadway referred to as Warrior Road (The Project). This RFQ does not constitute a contract for any professional services either performed to-date or to be performed pursuant to this request. Following the selection of the Civil Engineering Consultant - to be based on applicable expertise, past experience, and other factors, the City shall negotiate a final detailed scope-of-services deemed necessary to accomplish the goals of The Project.

Please submit [2] paper and [1] electronic copy of any response to this request. Submissions shall be received no later than July 6, 2018. Proposals must be submitted in a sealed envelope with the name of The Project (Warrior Road Reconstruction) listed and the date the submittal was made and received by the City of Glenpool Community Development Department. Proposals received after July 6th, 2018 will not be accepted.

Questions about the proposal shall be addressed to:	Lynn Burrow, PE Community Development Director City Engineer lburrow@cityofglenpool.com 918 322 5409
Proposals shall be submitted to:	Lynn Burrow, PE Community Development Director City Engineer City of Glenpool 12205 South Yukon Avenue Glenpool Oklahoma 740037

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, City Clerk Susan White
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- B) The basic scope of The Project includes the following elements:
1. The limits of The Project Area as illustrated on the attached Exhibit 'A';
 2. The production of an existing condition boundary and site survey - including easement research and easement locations within and/or affecting The Project Area;
 3. The development of a detailed demolition and erosion control plan;
 4. The development of typical paving plan and profile construction documents;
 5. Pavement design based on existing soils conditions and anticipated traffic loading;
 6. Storm water management improvement design;
 7. Major street intersection and traffic control design;
 8. Construction Permit processing through ODOT;
 9. Construction Permit processing through applicable City of Glenpool departments;
 10. Construction Contract bid document development and processing;
 11. Construction Contract Administration;
 12. Preparation of project close-out documentation.
- C) The response to this Request for Qualifications shall include:
1. An introductory cover letter containing:
 - A basic project understanding and a detailed description of the proposed approach to the scope-of-services being requested and as necessary to accomplish The Project;
 - A tentative project *schedule* covering design, permitting, contracting, and anticipated construction durations;
 - A description of proposed project design and administration staffing with an accompanying organizational chart;
 - Professional qualifications of the key members of the proposed project design and administrative team;
 - Relevant company experience associated with similar municipal projects;
 - Description of items to be considered as additional services to a Professional Services Agreement covering the necessary scope-of-work for The Project;
 - Two references from similar municipal projects completed in the last five years.

Response qualifications should identify project managers, experience and education of key personnel, and familiarity with the project site. Firms shall not include a fee schedule with responding proposals. Firms interested in performing services must exhibit considerable relevant experience with the type of design services involved and with the construction of improvements being proposed. The proposal should emphasize both the experience and capability of the personnel who will be performing the services necessary to successfully accomplish the scope of the project design, permitting, and contract administration.

The design team must be professionally licensed in the State of Oklahoma at the time the RFQ is submitted for consideration in respect to the professional services necessary for the type of work to be performed. All such professional licenses must remain current and in effect during any resulting Professional Services Agreement negotiated with the City of Glenpool.

D) Responding professional services firms will be considered based on:

- Past municipal project experience;
- Experience and qualifications of the personnel proposed for the specified project;
- Design team availability and proposed production schedule;
- Understanding of the project goals and the corresponding approach to the project;
- Quality, responsiveness, and detail contained in the response to this Request for Qualifications;
- Proximity to and a basic understanding of the needs that the City of Glenpool has regarding the type of professional services being requested.

E) Conditions of the Statement of Qualifications

All costs associated with the preparation of the response to this RFQ will be the responsibility of the preparer and shall not be considered a reimbursable expense to the responder. The City of Glenpool reserves the right to reject any, and all, proposals and reserves the right to waive any irregularities in proposals received in responses to this RFQ. Filing of a proposal with the City of Glenpool in response to this invitation shall constitute an agreement to these conditions by the responding firm.

RFQ SCHEDULE

Request for Qualifications issued:	June 21, 2018
Deadline for receiving proposal inquiries	July 5, 2018
Proposals due	July 6, 2018



Crafton Tull

**CITY OF GLENPOOL
WARRIOR ROAD RECONSTRUCTION PROJECT**

07/06/2018



June 21, 2018

City of Glenpool
Lynn Burrow, PE
City Engineer
12205 S. Yukon
Glenpool, Oklahoma 74033

RE: Professional Engineering Services for the *Warrior Road Reconstruction Project*

Dear Mr. Lynn Burrow:

Crafton Tull's strong track record of roadway and intersection design, combined with our established working relationship with the City of Glenpool, positions our firm to successfully deliver the Warrior Road Reconstruction Project. Our team's understanding of the City of Glenpool and Oklahoma Department of Transportation Standards & Methods allows us to effectively navigate through a variety of project challenges. Our in-house engineers, surveyors, and technicians have the capability to design all aspects of the project.

Critical to the success of these projects is a design team that listens, understands and remains committed to achieving the City's established goals throughout each project phase. Standing as a testament to this commitment are the roadway and drainage design projects listed in this submittal. This submittal will show that Crafton Tull is more than capable of delivering a quality set of construction documents on time and within budget.

As involved members of the greater Tulsa metro, improving our community's infrastructure is not just a job to our team; it's a passion. We stand ready to put our experience to work for you and are prepared to commence work immediately upon selection. We look forward to our next partnership with the City of Glenpool!

Sincerely,

Kyle Sewell, P.E.
Vice President
Kyle.Sewell@craftontull.com
918-588-4127

Paul D'Andrea, P.E.
Vice President
Paul.Dandrea@craftontull.com
405-290-4514

**220 East 8th Street
Tulsa, OK 74119
craftontull.com**



1

APPROACH & SCHEDULE

1 APPROACH & SCHEDULE

2 PROJECT TEAM

3 PROJECT EXPERIENCE

4 REFERENCES & FIRM INFO

PROJECT APPROACH

The Crafton Tull team has the qualifications, capacity, and resources needed to successfully deliver the engineering services described in the Request for Qualifications (RFQ). We have visited the site of the Warrior Road Reconstruction Project to develop a detailed preliminary approach and schedule.



The current Warrior Road is a private drive along the half section line of S14 T17N R12E between HWY 75 and Elwood Ave. Warrior Road is part of the connection for E 151st St S (State Highway No. 67) north to E 141st St S and serves as the primary access drive for Glenpool's School District (Glenpool Elementary, Glenpool High School, and the Glenpool football stadium) as well as several neighborhoods. The City of Glenpool desires to widen and resurface this roadway to a 32' road with curb and gutter, drainage improvements, and intersection improvements. The design plans will be reviewed for approval by Oklahoma Department of Transportation because of the impact to State Highway No. 67 at the south intersection of the project.

The RFQ scope is concerned with the portion of Warrior Road from E 151st St S to E 146th St S, approximately 0.6 miles. From E 151st St S to E 148th St S the west side of Warrior Road is zoned AG and RS-3 on the east. The remainder between E 148th St S and E 146th St S is zoned RS-1. The City of Glenpool will become the new owner of the road through deed dedication that will be part of the scope of work.

PROJECT APPROACH



Due to the local traffic being highly seasonal with school traffic, careful planning and phasing are anticipated to provide a project that will minimize disruption to school activities. This will involve design team meetings with school administration and the City of Glenpool to identify windows of time where phases of construction can be performed to lessen the impact and determine times when construction will not be permitted. Improvements at the south intersection with E 151st St S will likely include additional turn queue lanes for future signalization. It is our understanding that an existing traffic study determined that a signal is not presently warranted but will be needed in the future. At the north intersection with E 146th St, improvements will be required to provide either signalized or striped intersection with stop signs depending on traffic study results.

Preliminary Design will incorporate the City design criteria and plans will be prepared to communicate the design. After comments and meetings to discuss the preliminary plans, Final Design will be performed to create the plans for permitting.

Permitting will involve seeking Glenpool authorization and ODOT approval for the design, and incorporation of design changes required by these agencies. Bidding will follow Oklahoma Competitive Bidding Law. Construction Administration services may include review of progress payments, Engineer site visits, submittal review, and RFI responses.



PROJECT APPROACH



In addition to the items listed in the basic scope of the project, we expect to face and overcome the following design challenges:

1. Coordination with PSO for construction in and beside their easement for the large overhead electric lines running along the west side of the road.
2. Preparation of relocation plans for existing utilities in the roadway corridor, if any.
3. Design of new parking for any parking spaces taken from Glenpool Elementary or the football stadium as part of the widening or drive improvements.
4. ADA accessible sidewalk ramps and crosswalks at intersections and drive connections.
5. Preparation of deed and easement documents for temporary construction and for the road to become a public road.
6. Provide improved drainage inlets and storm piping to drain the road and direct stormwater to appropriate offsite waterways.
7. Consider alignment adjustments and additional turn lanes to improve traffic patterns at the school drive entrances for buses and cars picking up and dropping off students.
8. Preparation of construction plans with clearly defined phases and scheduling of phases. Quantities will be tracked separately for each phase. Possible phasing options will be to install storm sewer and perform utility relocation in short windows during the school year and performing the paving during the summer for some or all of the road widening depending on construction capabilities.
9. Traffic control will need to match the phasing requirements. Extra care will be needed to clearly mark temporary lane changes and shoulder drops to ensure student and driver safety.
10. No part of the roadway falls in a FEMA flood zone so drainage design will consider rainfall runoff local to the project only with no creek crossings. The northeast portion of the project is abutted by a detention pond with a box culvert under E 146th St S. Improvements to that intersection will need to consider possible conflicts with the pond and culvert.

PROJECT SCHEDULE

PRELIMINARY SCHEDULE

Preliminary Design Phase	Working Days to Complete*
1. Review existing easements and right-of-way dedications	5
2. Provide survey work of existing structures and topography	15
3. Review existing utility alignments	3
4. Provide a plan for any necessary utility relocations	5
5. Analyze storm water	10
6. Provide drainage report and design necessary drainage structures	5
7. Prepare preliminary design documents (design criteria, schematic drawings, materials, and equipment specifications)	30
8. Prepare an itemized cost estimate for the project components	3
9. Submit preliminary design documents and cost estimate for review	1

Working Days to complete Preliminary Design Phase: We show days for each task, but several tasks can occur simultaneously.

55 days

Final Design Phase	Working Days to Complete*
10. Prepare final design documents and cost estimate	45
11. Prepare final drainage report for the final design	10
12. Assist in preparation of the required documents for ODOT	5
13. Prepare legal and exhibits for easements and deeds of dedication	10
14. Submit final design documents and cost estimate for review	1

Working Days to complete Final Design Phase: We show days for each task, but several tasks can occur simultaneously.

45 days

Bidding Phase	Working Days to Complete*
15. Disburse plans/specifications to Contractors and Assist City in obtaining bids	20
16. Attend pre-bid conference	1
17. Attend bid opening and tabulate the bid proposals received	1
18. Analyze bids and make recommendations for awarding the contract for construction	2
19. Consult with City as to acceptability of subcontractors, suppliers and others	2
20. Consult with City concerning acceptability of substitute materials and equipment proposed by the Contractor	2

28 days

Total Time (Working Days*) for Design & Bidding = 128 days

*Working days do not include review agencies time to review.

Construction Phase	Working Days to Complete*
21. Construction calendar days (continuous working days, will vary with phasing plan options)	120-150
22. Project Close Out	15

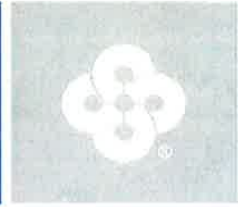
135-165 days

SCOPE OF SERVICES

Based on our understanding of the desired services, the following items would be considered Additional Services beyond the scope of the project. However, these items could become part of the scope and fee for the base service contract should the City desire to include them.

Additional Items that can be provided by Crafton Tull under amendment or separate contract

- Construction Observation
- Construction Staking
- Site Lighting Plan and Photometric Layout
- Phase I Environmental Assessment
- Easement Procurement
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions



2

PROJECT TEAM

1 APPROACH & SCHEDULE

2 PROJECT TEAM

3 PROJECT EXPERIENCE

4 SERVICE & SUPPORT

YOUR TEAM

CITY OF GLENPOOL

Jerry Kelso, P.E.
Principal In Charge

Kyle Sewell, P.E.
Project Manager

Quality Assurance / Quality Control

Bill Burnett, P.E.

Mark Love

Paul D'Andrea, P.E.
Design Leader

Garritt Miller

Jason Sikes

Colby Shandy

Denver Winchester, PLS, CFM
Survey Supervisor

KYLE SEWELL P.E.

PROJECT MANAGER



YEARS OF EXPERIENCE

15

EDUCATION

University of Oklahoma -
Bachelor of Science, Civil Engineering
Master of Science, Civil Engineering

REGISTRATION

Oklahoma, Texas

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

RELEVANT PROJECT EXPERIENCE

Speedy's Lift Station Improvements - Glenpool, OK

Project Manager for the study and design of improvements to Speedy's lift station in Glenpool to accommodate future growth. The study found the most efficient pumps to be 50 HP chopper pumps operated by new VFD's. The electrical system will be all new with new Allen-Bradley PLC and Touchscreen, VFD's, and a 150 kW backup generator with automatic transfer switch. The force main route path of least resistance was selected to reach the large capacity gravity line 3500 ft away while avoiding conflicts with other utilities and reducing cost of pavement repairs.

121st S. Widening - Tulsa County, OK

Project Manager for this approximately 1-mile street widening and bridge improvement project for 121st S. from the HWY 75 interchange to the intersection of Elwood Ave. Design teams in multiple offices worked seamlessly to coordinate bridge, roadway, surveying, and hydrology to incorporate in the final design. Hydrologic study of the Coal Creek watershed resulted in raising the new roadway and bridge elevations to bring this road higher up in the flood plain due to frequent flooding issues. The project abuts the City limits of Glenpool and Jenks. The plans are being coordinated with all the stakeholders (Tulsa Co., ODOT, Glenpool, Jenks, Creek Co. RWD #2) and permitting from USACE is necessary for disturbances to Coal Creek tributaries that cross under the road in four places. The final bridge and roadway plans will be prepared following ODOT standards.

135th E Ave (HWY 169 W Frontage Rd) - Owasso, OK

Project Engineer for this new 1-mile service road. The final roadway design includes three lanes, curb and gutter, street inlets, storm pipe, and box culverts. During the preliminary design stage the City amended the project scope to include striping, lane widening, and restriping of 106th St. N from 135th to 140th and a realignment of 140th for 600 feet south of 106th St. A four way traffic signal was included in the design for the realigned 140th E. Ave. at the intersection of 106th St. N.

HWY 77 Waterline Relocation - Wellston, OK

Project Manager from start through completion. The ODOT proposed widening of HWY 77 east of Wellston which affected approximately two miles of the 8" raw water line from Wellston lake to the WTP in Wellston. The project consisted of coordinating with ODOT and Wellston for reimbursement funding for construction and design of relocated 8" raw water main with air release valves and directional bore under future re-graded HWY 77. Engineering services included survey, design drawing, ODEQ construction permit, bidding, construction administration, and final project close out.

HWY 75 Waterlines & Sewer Relocation - Wetumka, OK

Project Manager during design, bidding, construction and final approval. Project consisted of relocating waterlines and sewer lines affected by alignment for HWY 75 through Wetumka. Lines included 2", 4", 6" PVC waterlines and hydrants and 8' PVC sewer lines.

PAUL D'ANDREA P.E.

DESIGN LEADER



YEARS OF EXPERIENCE

21

EDUCATION

Oklahoma State University
Bachelor of Science, Civil Engineering

REGISTRATION

Oklahoma

PROFESSIONAL AFFILIATIONS

American Public Works Association
(OK Chapter Past President)

RELEVANT PROJECT EXPERIENCE

MacArthur Blvd Widening from W. Memorial Road to N.W. 150th - Oklahoma City, OK

Project manager and engineer of record for widening of MacArthur Blvd. in North Oklahoma City between W. Memorial Rd. and N.W. 150th. The project consisted of survey, design and construction services to widen approximately one mile of existing MacArthur Blvd. from 2-lane to 4 and 5-lane sections. In addition to design of the road widening, the intersection at 150th and MacArthur was analyzed and redesigned for new signalization. Special aspects of the project included, utility relocation and coordination, ADA sidewalk and signal design, and coordination with neighboring residential and commercial developments to accommodate extensive landscaping.

Speedy's Lift Station Improvements - Glenpool, OK

Project Engineer for the study and design of improvements to Speedy's lift station in Glenpool to accommodate future growth. The study found the most efficient pumps to be 50 HP chopper pumps operated by new VFD's. The electrical system will be all new with new Allen-Bradley PLC and Touchscreen, VFD's, and a 150 kW backup generator with automatic transfer switch. The force main route path of least resistance was selected to reach the large capacity gravity line 3500 ft away while avoiding conflicts with other utilities and reducing cost of pavement repairs.

City of Moore Sidewalks - NE 12th St. - Moore, OK

Project Manager and Engineer of Record for design of approximately 2700 L.F. of ADA compliant sidewalk extensions along the south side of NE 12th st. in Moore, OK. The project was funded through a Local Government Grant administered by ODOT. We prepared the topographic survey, right of way plans, and construction plans and provided construction phase engineering services. All construction had to meet requirements of both ODOT and FHWA standards for ADA accessible sidewalks and ramps.

Sooner Road Resurfacing and Sidewalks, S.E. 29th St. to Reno Ave. - Midwest City/Del City, OK

Project manager for resurfacing project and addition of sidewalks for two miles of Sooner Rd. Project consisted of paving design, ADA compliant sidewalk design, right of way determination and assistance in preparing new right of way documents, retaining wall design to accommodate sidewalks, design for full depth repair of failed pavement areas, and construction observation services. The project also was completed using ACOG grant funding so coordination with ODOT for bidding and special grant documentation was required.

N.E. 23rd St. Streetscape - Oklahoma City, OK

This project was one phase of a revitalization project for N.E. 23rd St. near the state capitol. It consisted of paving reconstruction and rehabilitation and traffic improvements, storm sewer improvements, and waterline and other utility relocations, as well as installation of streetscape improvements such as decorative lighting and paving to improve the aesthetics of this area. In addition to the civil improvements two decorative plazas were designed to incorporate art relating to the history and culture of the area.

DENVER WINCHESTER PLS, CFM

SURVEY SUPERVISOR



YEARS OF EXPERIENCE

10

EDUCATION

Oklahoma State University
Associates of Applied Science,
Surveying Technology

REGISTRATION

Oklahoma
Arkansas
Missouri
Kansas

RELEVANT PROJECT EXPERIENCE

Tulsa County:

121st St. S. Widening

City of Glenpool:

Speedy's Lift Station Improvements

City of Oklahoma City:

S.W. 15th St. 48" Sanitary Sewer Main

MacArthur Boulevard Widening

Penn Avenue Widening

NW 122nd St Widening

S. Robinson Streetscape

City of Midwest City:

Sooner Road Improvements

SE 29th St Improvements

SE 29th St Water Main Improvements

Pottawatomie County:

Econtuchka over N. Canadian River

EW890 over Coody Creek

Residential Developments:

Silver Leaf

South Fork

Stillmeadows

Stone Briar Section 5

Stone Mill

Summerhill Phase II

Sunset Hills

The Lakes at Cross Timbers

The Pinnacle

Timber Ridge

Westpoint Homes

Wyndemere

Falling Springs

Legacy Lakes

Legacy Phase 4

Redstone Ranch

Rio Toscano Section II

Rose Rock

3

PROJECT EXPERIENCE

- 1 APPROACH & SCHEDULE
- 2 PROJECT TEAM
- 3 PROJECT EXPERIENCE**
- 4 STRENGTHS & IMPROVEMENTS

121ST ST. SOUTH WIDENING

TULSA COUNTY - GLENPOOL - JENKS



SERVICES

Civil Engineering
Surveying

CONSTRUCTION COST

\$6 million estimated

SIZE

1 mile

COMPLETION

2019

CONTACT

Tulsa County
Tom Rains
County Engineer
trains@tulsacounty.org
918-596-5733

Crafton Tull was hired to provide consulting engineering services for approximately one mile of street widening and bridge improvements for 121st S. from the HWY 75 interchange to the intersection of Elwood Ave. Design teams in multiple offices worked seamlessly to coordinate bridge, roadway, surveying, and hydrology to incorporate in the final design. Hydrologic study of the Coal Creek watershed resulted in raising the new roadway and bridge elevations to bring this road higher up in the flood plain due to frequent flooding issues. The new longer bridge and box culvert at the west end of the project will improve drainage and reduce the frequency of overtopping that occurs for storms of the 5% annual occurrence (20 year) and below. The improved roadway will feature four lanes (2 east bound, 2 west bound) with curb and gutter and ODOT style curb inlets and storm piping. The entrance to the City of Glenpool's Morris Park will be raised along with the bridge and the low water crossing removed in favor of a new drainage culvert under 121st street. The intersection at Elwood will be upgraded from a 4 way stop sign to a signalized intersection with dedicated left turn lanes in all four directions and an additional right turn only for southbound and westbound traffic to improve traffic flow for the many neighborhoods that use 121st as the connection point to HWY 75. The project abuts the City limits of Glenpool and Jenks. The plans are being coordinated with all the stakeholders (Tulsa Co., ODOT, Glenpool, Jenks, Creek Co. RWD #2) and permitting from USACE is necessary for disturbances to Coal Creek tributaries that cross under the road in four places. The final bridge and roadway plans will be prepared following ODOT standards.

76TH ST. N. WIDENING AND INTERSECTION IMPROVEMENTS TULSA, OKLAHOMA



SERVICES

Civil Engineering
Surveying

CONSTRUCTION COST

\$2.3 million

SIZE

789 LF of 24" waterline
1,800 LF widening
1,500 LF new roadway

COMPLETION

2015

CONTACT

Tulsa County
Tom Rains
County Engineer
trains@tulsacounty.org
918-596-5733

Tulsa County hired Crafton Tull to design the widening of 76th N. and extend Sheridan Road and N 75th E Ave to service the new Macy's Fulfillment Center in Owasso. Two intersections were widened to accommodate the increase in traffic. Crafton Tull worked with Traffic Engineering Consultants (TEC) to design the two intersections and signalization at Sheridan and 75th. The project included 789 LF of 24" waterline.

MACARTHUR BLVD WIDENING FROM W. MEMORIAL RD. TO NW 150TH OKLAHOMA CITY, OKLAHOMA

**CONSTRUCTION COST**

\$3.1 million

COMPLETION DATE

2013

SERVICES PROVIDED

Civil Engineering
Surveying
Construction Administration

CLIENT

City of Oklahoma City
Marcus Gaines
420 W. Main Street, Suite 700
Oklahoma City, Oklahoma
73102
405.297.2879

This project consisted of surveying, design and construction services to widen approximately one mile of existing MacArthur Blvd. from 2-lane to 4 and 5-lane sections. In addition to design of the road widening, the intersection at 150th and MacArthur was analyzed and redesigned for new signalization. Special aspects of the project included 12" waterline relocation design, utility relocation and coordination, ADA sidewalk and signal design, and coordination with neighboring residential and commercial developments to accommodate extensive landscaping.

135TH E. AVENUE (HWY 169 W FRONTAGE ROAD) OWASSO, OKLAHOMA



CONSTRUCTION COST
\$2.5 million

COMPLETION DATE
2018

SERVICES PROVIDED
Civil Engineering
Surveying

CLIENT
City of Owasso
Dwayne Henderson
City Engineer
dhenderson@
cityofowasso.com
918.272.4959

The City of Owasso hired Crafton Tull to provide engineering services to design a service road on the west side of HWY 169 connecting 106th St. N. to 116th St. N. (1 mile). The work consisted of survey, drainage, geotechnical, traffic signal, utility relocation, and roadway design. The design required coordination with the City, ODOT, Washington Co. RWD #3, the Rejoice Church and Rejoice Christian School since the path for 135th would take a corner of the Church parking lot and affect the access to the school property to the north. The negotiated path for the road provided a connection to 106th St. N. outside of the ODOT right of way and three new drive connections to the church parking lot were added as well as 117 new parking spaces on existing church property in exchange for lost parking. The final roadway design includes three lanes, curb and gutter, street inlets, storm pipe, and box culverts. During the preliminary design stage the City amended the project scope to include striping, lane widening, and restriping of 106th St. N. from 135th to 140th and a realignment of 140th for 600 feet south of 106th St. A four way traffic signal was included in the design for the realigned 140th E. Ave. at the intersection of 106th St. N.

SPEEDY'S LIFT STATION & FORCE MAIN IMPROVEMENTS

GLENPOOL, OKLAHOMA



SERVICES

Growth Study
Civil Engineering

EST. CONSTRUCTION COST

\$800,000

PROJECT BID

June 2018

STUDY BEGAN

December 2017

EST. COMPLETION

October 2018

CONTACT

City of Glenpool
Lynn Burrow, P.E.
Community Development Director/
City Engineer
918-322-5409

The City desired to upgrade the capacity of the "Speedy's" lift station and install a force main to a larger gravity sewer line 3500 feet away in anticipation of future growth. Crafton Tull studied the south sanitary sewer basin in Glenpool to understand the wastewater flows passing through the Speedy's lift station. The study considered factors including future growth trends, topography, zoning and comprehensive plans, I&I, and hydraulics of various pumps and force main sizes. Based on the study, the station wet well and valve vault are being reused and protected with an epoxy system to protect the concrete surfaces from the corrosive wastewater environment. The existing triplex pumping station was served with 15 HP pumps and a 300 foot 8" force main. The capacity of the pumps is inadequate for future flows and the gravity main was too small to carry the increased future flows. The study found the most efficient pumps to be 50 HP chopper pumps operated by new VFD's. The electrical system will be all new with new Allen-Bradley PLC and Touchscreen, VFD's, and a 150 kW backup generator with automatic transfer switch. The force main route path of least resistance was selected to reach the large capacity gravity line 3500 ft away while avoiding conflicts with other utilities and reducing cost of pavement repairs. A 14" force main pipe was selected to reduce the friction losses and reduce the required pump size compared with an adequate but less efficient 12" force main with 60 HP pumps.

OWASSO EXPRESSWAY AND IMPROVEMENTS

OWASSO, OKLAHOMA



COST

\$3.1 million

SIZE

96th Street - 2,000 linear feet
129th Street - 700 linear feet
Frontage Road - 1,400 linear feet

SERVICES PROVIDED

Civil Engineering
Surveying

COMPLETION DATE

2013

This roadway improvement project was required by the City of Owasso as part of the new Sam's Club located at the intersection of North 129th East Avenue and East 96th Street North (adjacent to Highway 169). The frontage road was reconstructed and widened to a 4-lane concrete section. The existing 4-lane section of 129th was extended to the 169 bridge, and the 96th Street was completely reconstructed to a multi-width "boulevard" section. The project also included two new traffic signals along with timing coordination of four traffic signals. Crafton Tull worked with Alaback Design Services and Traffic Engineering Consultants (TEC) on this fast-paced street project.



4

REFERENCES & FIRM INFO

- 1 APPROACH & SCHEDULE
- 2 PROJECT TEAM
- 3 PROJECT EXPERIENCE
- 4 REFERENCES & FIRM INFO**

REFERENCES & FIRM PROFILE

REFERENCES

TOM RAINS

Tulsa County
County Engineer
918.596.5733
trains@tulsacounty.org

PATRICK MENEFFEE

City of Midwest City
City Engineer
405.739.1215
pmenefee@midwestcityok.org



OFFICE LOCATIONS

OKLAHOMA

- Tulsa
- Oklahoma City

ARKANSAS

- Conway
- Fayetteville
- Little Rock
- Rogers
- Russellville

HISTORY

Our dedication to client service began in 1963, with Crafton Tull's founding partners Bob Crafton and Lem Tull who, after eight years with the Arkansas Highway and Transportation Department, set out to build their own firm founded on experienced infrastructure design and accountability to their clients. Crafton Tull is now a seven-office, multi-discipline firm offering quality civil engineering, surveying, landscape architecture, architecture, and planning services.



OUR SERVICES



CITY & LOCAL STREETS

- Master Planning
- Street Widening
- Street Realignment
- New Alignments
- Signalized Intersections
- Roundabouts
- Sidewalks
- Accessible Ramps
- Pedestrian Signals
- Traffic Calming
- Streetscaping
- Right-of-Way Acquisitions
- Utility Relocations
- Revitalization



HIGHWAYS & BRIDGES

- Alignment Studies
- Break In Access Studies
- Interstate Highways
- Toll Roads
- Interchanges
- Traffic Control Plans
- Erosion Control Plans
- Right-of-Way Acquisitions
- Design and Land Surveys
- New Alignments
- Replacements
- Widening
- Stream Crossings
- Vehicular Overpasses
- Pedestrian Overpasses
- Railroad Overpasses
- Short and Long Span Bridges
- Bridge Aesthetics



UTILITY DESIGN

WATER DISTRIBUTION SERVICES

- Water Transmission Lines
- Elevated Reservoirs
- Ground Storage Reservoirs
- Booster Pumping Stations
- Utility Relocation
- Hydraulic Modeling
- Treatment
- Rural Water Systems
- Sanitary Sewer Interceptors
- Relief Sewer Systems
- Flow Monitoring
- Pump Stations
- Utility Relocation
- Sanitary Sewer Evaluation Studies
- Treatment
- Rural Wastewater Systems
- Odor Studies and Control

WASTEWATER SERVICES



WATER RESOURCES

- Hydrology and Hydraulic Studies
- Stormwater Management
- Stormwater System Design
- Stormwater Quality Management
- Pollution Prevention Plans
- Design Criteria Manuals
- Basin Drainage Studies
- Storm Sewer Design
- Culvert Design
- Channel Design
- Flood Studies
- FEMA Coordination
- FEMA Map Revisions
- Detention Design

OUR SERVICES



SITE DEVELOPMENT

- Feasibility Studies
- Master Planning
- Retail/Commercial Developments
- Restaurants
- Sports Facilities
- Educational Facilities
- Healthcare Facilities
- Manufacturing Facilities
- Single Family Subdivisions
- Multifamily Subdivisions
- Apartment Communities
- Mixed-Use Development
- Parks and Recreation
- Site and Landscape Design



SURVEYING

- ALTA Surveys
- Design Surveys
- Boundary
- Topography
- Plats
- Lot Splits
- Lot Line Adjustments
- Control Surveys
- Easement Descriptions
- Right-of-Way Descriptions
- (Re)Monumentation
- GIS Services
- Construction Staking
- As-Builts
- LiDAR 3D Scanning
- UAV Surveying



CONSTRUCTION SERVICES

PRE-CONSTRUCTION SERVICES

- Construction Contract Assistance
- Construction Cost Estimates
- Bidding / Negotiation Assistance
- Design Reviews
- Value Engineering
- Constructability Review

CONSTRUCTION PHASE SERVICES

- Construction Observation
- Construction Administration
- Coordination of Material Testing
- Construction Documentation / Record Drawings



LANDSCAPE ARCHITECTURE

- Site Planning
- Hardscape Design
- Stormwater Management
- Landscape Design
- Irrigation Design
- Sustainable Design
- Water Features
- Streetscaping
- Site Furnishing Design
- Landscape Lighting
- Signage Design
- Column, Fencing and Wall Design

CUTTING EDGE SOFTWARE



To ensure your project moves forward efficiently, Crafton Tull uses the latest software in infrastructure and building design. We provide our professionals current technology and professional training in best practices, new techniques, updated tools, and customized solutions developed in-house for standardized processes.

AUTODESK CIVIL 3D



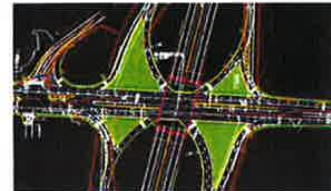
We use the Autodesk Infrastructure Design Suite to design streets, land development, stormwater drainage, water distribution, and wastewater collection systems.

AUTODESK REVIT



We use Revit™ for all building design projects, which allows production of Building Information Modeling (BIM).

BENTLEY SYSTEMS



We use MicroStation™ and InRoads™ for highways and bridges.

In addition to the software listed above, we use ESRI ArcMap™ for projects involving GIS.



QUALITY CONTROL PROCESS



As a local firm, we take great pride in the quality of our work as we drive past our projects every day. Crafton Tull is committed to being accessible to both owners and contractors, and providing accurate and detailed design and construction documents. Our references can attest to our responsiveness, accessibility, and quality of our work.

Crafton Tull has established an Infrastructure Production Manual and an Infrastructure Quality Control Management Plan to reinforce our firm's reputation for producing high quality civil engineering plans and surveys. These plan documents cover the general procedures to be followed in the production of our work and the implementation of our QC efforts. The documents, developed from years of company experience, incorporate standardized CAD procedures, in-house plan reviews, checklists, and any client-directed QC measures.

We place the quality of our work and our firm's reputation at such a high priority that we have dedicated a full time CAD Manager and a full time senior QC Manager whose sole jobs are to guide the production of our construction plans and manage the review of those plans for quality. Our CAD Manager and QC Manager have 60+ years of engineering design experience between them and are long-term, dedicated employees who have been with our firm for several decades.

Experience has shown that our commitment to quality produces results:

- **REDUCED CONTRACTOR RFIS**
- **REDUCED CHANGE ORDERS**
- **FEWER CONSTRUCTION DELAYS**
- **FEWER THIRD-PARTY CLAIMS**
- **LOWER OVERALL COSTS**



The Crafton Tull QC process consists of multiple reviews at appropriate stages of plan development. QC reviews are budgeted and scheduled at the beginning of the project to ensure adequate planning and resources are available to meet project deadlines. As QC reviews occur, comments are promptly addressed by the design team and necessary revisions are back-checked by the project manager. Redlined plans are kept on file along with a QC Review Sheet Initialed by the reviewer and project manager at each stage review.

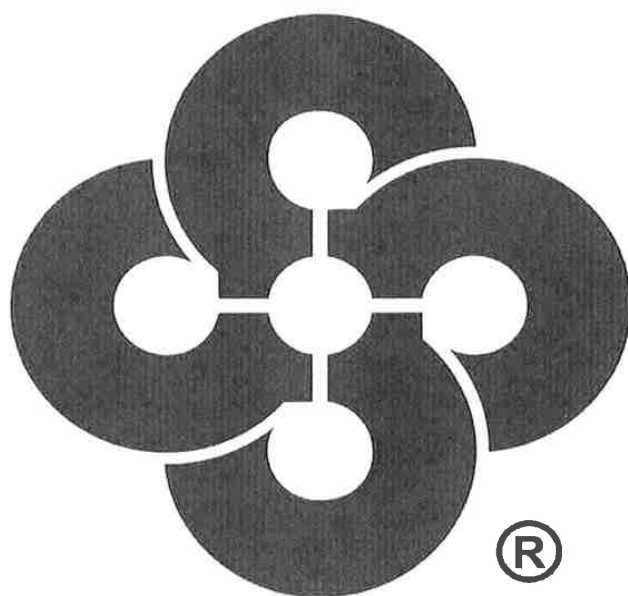




Exhibit “A”
Scope of Basic Services For:

Project:	Warrior Road Reconstruction Project
Client:	City of Glenpool
Location of Project:	Warrior Rd – 151 st St. to 146 th St.
Discipline:	Civil Engineering
Discipline Manager:	Jerry Kelso
Project Manager:	Kyle Sewell
Proposal Date:	8-2-16
Billing Type:	Lump Sump (Design), Hourly (Bidding & Construction Admin)
Fee/Estimate:	\$133,500 plus Bidding & Const. Admin
Description of the Construction Project:	Survey and Engineering for roadway reconstruction

The services to be provided by the Engineer:

Survey and Right of Way Phase (\$8,500):

- Existing condition boundary and site survey
- Easement research within and adjacent to Project
- Survey control sheets
- Right of way map

Preliminary Design Phase (“On-site” Only) (\$82,000):

- Prepare easements and exhibits for right of way needs
- Geotechnical study and pavement design
- Traffic study and signal warrant for intersections
- Development plans for City permitting – 50% Plans
- Intersection paving improvements 151st St and 146th St
- Attend City meetings to include school board and council meetings
- Preliminary drainage report
- Preliminary utility coordination
- Preliminary coordination with ODOT
- Preliminary cost estimate

Final Design Phase (“On-site” Only) (\$43,000):

- Attend City meetings
- Construction Drawings to include:
 - Notes, Quantities, and summaries in ODOT pay item format
 - Site Plan
 - Demolition plan
 - Utility Plan (including coordination with local utility companies for their layouts)



- Road plan and profile sheets
- Erosion control plan
- Sanitary sewer plan and profiles, if required
- Storm sewer profiles
- Stormwater Management Plan
- Waterline plan and profiles, if required
- Signing and striping plans
- Traffic control plans
- Detail sheets
- Cross section sheets
- Final drainage report
- Final cost estimate
- Construction permitting Storm Water Permitting with City and ODOT
- Utility Construction Permitting with City and applicable State Agency

Bidding & Negotiating Phase (Hourly):

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase (Hourly):

- Process Change Orders
- Progress Meetings
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out



Items Provided by Owner:

- Provide available as-built plans and data for public infrastructure within project area
- Phase I Environmental Assessment, if required
- Easement Procurement

Additional Items that can be Provided by CTA under amendment or separate contract

- Traffic signal design plans
- Construction Staking
- Construction Observation
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF A PROFESSIONAL SERVICES AGREEMENT FOR
CITY PLANNING DEPARTMENT SERVICES

DATE: AUGUST 6, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a certain Professional Services Agreement solicited from and issued by Tanner Consulting, LLC. The attached Professional Services Agreement is intended to address the current City Planning Department manpower situation pertaining to the absence of Rick Malone. In his absence, the proposal from Tanner Consulting covers day-to-day fill-in type services for that department as necessary. Tanner Consulting was selected to provide these services based on the City Planning type personnel they have on staff as well as the fact that their firm was retained by the City of Jenks last year and successfully provided these types of consulting services in a very similar situation within their City Planning Department.

Staff Recommendation:

The Community Development Department has been working with Tanner Consulting on numerous development related projects for many years and has become very familiar with all of the various services they can offer and the professionalism and pride they take in their work. In that regard, Staff recommends approval to enter into such an agreement with this firm for the assistance needed in our Planning Department until such time as Rick Malone returns and re-assumes the functions of the City Planning Department.

Attachments:

A. Professional Consulting Services Agreement



5323 SOUTH LEWIS AVENUE
TULSA OKLAHOMA 74105-6539
OFFICE: 918.745.9929

July 31, 2018

Mr. Lynn Burrow, P.E.
Community Development Director
City of Glenpool
12205 South Yukon Ave.
Glenpool, Oklahoma 74033

RE: Interim Professional Planning Services

Dear Lynn,

Per our telephone conversation, Tanner Consulting would offer to provide interim professional planning services to the City of Glenpool on an as-needed basis. As we discussed, Tanner Consulting provided similar services to the City of Jenks for approximately three months until a full-time planner was hired, and then Tanner Consulting provided overlap coverage until the new planner was comfortable in their new role.

Tanner Consulting would meet with the public regarding planning issues as well as receive and process all Planning Commission and Board of Adjustment applications in accordance with State statutes and then represent the City of Glenpool in front of the various boards. The workload would be split between myself and Erik Enyart, both members with the American Institute of Certified Planners, AICP.

I would anticipate 20 – 25 hours per week to adequately cover the ongoing workload. As with the City of Jenks, we would not charge our typical hourly rate but would agree to \$100 per hour for services.

As you are aware, Tanner Consulting provides considerable planning and engineering services for its clients in the City of Glenpool. To avoid any possible conflicts of interest, we cannot work on any project Tanner Consulting is involved with and would seek other methods within the City for review of that type of project.

We are prepared to provide professional planning services at your direction and look forward to helping however possible.

Respectfully,

A handwritten signature in blue ink that reads 'Ricky L. Jones'.

Ricky Jones, Principal, AICP



5323 SOUTH LEWIS AVENUE
TULSA OKLAHOMA 74105-6539
OFFICE: 918.745.9929

Hourly Services Agreement

between

City of Glenpool
Attention: Lynn Burrow
P.O. Box 70
Glenpool, OK 74033
Phone: (918)209-4613
lburrow@cityofglenpool.com

and

Tanner Consulting, L.L.C.
5323 South Lewis Avenue
Tulsa, OK 74105
Phone: (918) 745-9929
Fax: (918) 745-9969

Project Description: 18109 - City of Glenpool – Planning Services

Tanner Consulting, LLC will provide interim professional planning services to the City of Glenpool on an as-needed basis. Tanner Consulting will meet with the public regarding planning issues as well as receive and process all Planning Commission and Board of Adjustment applications in accordance with State statutes and then represent the City of Glenpool in front of the various boards.

Hourly Fee Summary & Deliverables

Professional Staff \$100.00/hour

Be advised that Tanner Consulting, LLC is proceeding with the above services per Owner's _____, 2018, agreement authorization. Such authorization signifies Owner's agreement to compensate Engineer for completion of said services according to the above listed fee/rates.

Billing Information

Please complete the following information and return to Engineer via fax to ensure accurate billing:

Billing Contact: _____ Phone: _____ Fax: _____

Billing Address: _____ City: _____ State: _____ Zip: _____



To: Mayor and Council

From: David Tillotson, City Manager 

Date: July 24, 2018

Re: INCOG Fees

Background:

Staff has received notification from INCOG that their FY2019 budget has been approved by the Board of Directors and the General Assembly. Our total assessment for this fiscal year is \$20,315.00 under their budget. These assessment fees cover our annual dues as well as several other groups we belong to that fall under INCOG's umbrella of operations. We believe these groups provide beneficial services for our City.

Staff Recommendation:

Staff recommends approval of the assessment from INCOG for Fiscal Year 2019 in the amount of \$20,315.00.

Attachments:

- INCOG Letter dated July 13, 2018



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | www.INCOG.org

July 13, 2018

Tim Fox, Mayor
City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-0070

Dear Mayor Fox:

The INCOG Board of Directors and General Assembly have adopted the Fiscal Year 2019 Work Program and Budget. We are extremely pleased that we can continue to serve your city and look forward to working with you in the coming year. Listed below is a summary of INCOG fees for Fiscal Year 2019 for your city:

Fiscal Year 2019 INCOG total assessment for the City of Glenpool:

INCOG Dues	\$ 9,705
Area Agency on Aging	\$ 1,000
Coalition of Tulsa Area Governments	\$ 3,052
Green Country Stormwater Alliance	\$ 4,250
Mapping & MSAG Maintenance	\$ 2,308
TOTAL	\$20,315

For your convenience, in the next week or so our accounting department will send you an actual invoice to pay these dues.

If you have any questions, or if I can be of any assistance, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Brierre".

Rich Brierre
Executive Director

cc: David Tillotson