

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on August 20, 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 –Aaron Hunter, Collective Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Police Officer Swearing-In Ceremony – George Miles, Municipal Judge	
F) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's report 08 20 18	4 - 32
G) Treasurers Report – John Gonsalves, Finance Director	
1) JULY 2018 Treasurers-Report 2	33 - 47
H) City Manager Report – David Tillotson, City Manager	
I) Mayor Report – Timothy Lee Fox, Mayor	
J) Council Comments	
K) Public Comments	
L) Scheduled Business	
1) Discussion and possible action to approve minutes from August 6, 2018 meeting. (Wendy Knight, City Clerk) Regular Meeting - 06 Aug 2018 - Minutes - Html	48 - 57
2) 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) of the Open Meeting Act. (Lowell Peterson, City Attorney)	
3) Discussion and possible action to reconvene in Regular Session. (Timothy Fox, Mayor)	
4) Open duly advertised public hearing for the purpose of giving consideration to a	

proposed change of zoning classification of property located east of the northeast corner of 151st Street (Hwy 67) and Elwood Avenue, Glenpool, Oklahoma, from 40.20 acres of RS-3 (Residential Single-Family High Density District) and AG (Agricultural District) together with 29.13 acres of RS-3 (Residential Single-Family High Density District), being an aggregate of 69.33 acres proposed for a zone change to Planned Unit Development, by way of Application No. PUD 39, Summit Properties, Inc., applicant.

The public is further advised that, pursuant to Sections 11-9-9, 11-9-10 and 11-9-11 of Title 11 of the Glenpool City Code, (the "Zoning Code"), a Planned Unit Development proposal must undergo the scrutiny of four separate public hearings, a public hearing by each of the Planning Commission and the City Council on the Preliminary Development Plan, and a public hearing by each of the Planning Commission and the City Council on the Final Development Plan. With respect to Planned Unit Development Application No. PUD 39, the procedural history is as follows:

Planning Commission Public Hearing and vote to recommend approval of the PUD 39 Preliminary Development Plan to the City Council. May 14, 2018.

City Council Public Hearing and vote to approve the PUD 39 Preliminary Development Plan. July 23, 2018.

Planning Commission Public Hearing and vote to recommend approval of the PUD 39 Final Development Plan to the City Council. July 24, 2018.

City Council Public Hearing and, upon closure of the final public hearing, possible action of the Council to approve, conditionally approve or deny the PUD 39 Final Development Plan. August 20, 2018,

Approval, conditional approval or denial of the PUD Final Development Plan will effectively approve, conditionally approve or deny Application No. PUD 39, by way of possible action to adopt or deny Ordinance No. 754, as described in the immediately following agenda item. The public should be aware that, whatever the outcome of the Council's deliberations, there will be no further action taken with respect to Application No. PUD 39 after a vote on Ordinance No. 754 has been taken.
(Timothy Lee Fox, Mayor)

- 5) Close public hearing.
(Timothy Lee Fox, Mayor)
- 6) Discussion and possible action to approve Final Planned Unit Development Plan (PUD 39), a request from Summit Properties, Inc., as submitted by the applicant on August 1, 2018, as amended by the applicant on August 6, 2018, and with final amendments in accordance with requests of the City Council, to change the zoning classification from AG (Agricultural District) and RS-3 (Residential Single-Family High Density District) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Avenue.
(Lowell Peterson, City Attorney)
- 7) Discussion and possible action to approve Ordinance No. 754, an Ordinance amending the Official Zoning Map of the City of Glenpool, pursuant to the requirements of the Zoning Code of the City of Glenpool as adopted by Ordinance No. 746 on November 14, 2017, and codified as Title 11, Zoning Regulations, in the 2013 City Code of Glenpool (the "Zoning Code"), by rezoning certain property described herein from AG (Agricultural District) and RS-3 (Residential Single family High Density) to Planned Unit Development (PUD), as recommended by the Planning Commission under application No. PUD 39, after duly noticed Public Hearing on July 24, 2018; and

58 - 109

repealing all Ordinances or parts of Ordinances in conflict herewith.

(Lowell Peterson, City Attorney)

[Staff Report Ordinance No. 754 PUD 39](#)

[Heath Hardcastle - Advocacy Letter to Council 081618](#)

[PUD 39 - REDLINE submitted 082018](#)

[PUD - 39 Scissortail Ordinance 082018 \(005\)](#)

- | | | |
|-----|--|-----------|
| 8) | Discussion and possible action to approve the School Resource Officer Agreement with Glenpool Public Schools.
(David Tillotson, City Manager)
Staff Report - SRO Agreement
Signed SRO Contract FY18-19 | 110 - 116 |
| 9) | Discussion and possible action to approve the Amended FY 2018-2019 Administrative Operations Agreement between City of Glenpool and Glenpool Area Emergency Medical Service District (GEMS).
(Susan White, Assistant City Manager)
STAFF REPORT- OP AGMT
OPERATIONAL AGREEMENT - FY 2019 - 82018
Copy of EX. A 2018-2019 Run Calculation | 117 - 123 |
| 10) | Discussion and possible action to authorize the City Manager to engage the services of an outside law firm to investigate personnel issues within the Police Department.
(David Tillotson, City Manager)
Staff Report - Independent Investigation | 124 - 135 |

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 17, 2018 at 5:00 pm.

Signed: Wendy Knight

City Clerk



Community Development Director's Report

Date: August 20, 2018

To: Glenpool City Council

Mayor and Councilors;

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

On-going Private Development and/or Building Projects

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

- The full Building Permit for the project was issued by the City on February 1st, 2017.
- Site improvement installation is nearing 100% complete
- A Conditional Certificate of Occupation was issued to the general Contractor on August 3rd which allows the facility to begin medical equipment installation and furnishings.
- Full project completion and the issuance of a full Occupancy Permit is anticipated by August 31st.
- A Grand Opening Ceremony for the facility is to be held on-site August 24th.

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

- The new car dealership and service building as well as the used auto building has received a Final Certificate of Occupancy and are in full operation currently.
- The make-ready and carwash building has not received the final Certificate of Occupancy at this time.
- Deceleration lane improvements and median modifications associated with the main entry to the dealership and the 166th Street intersection with US Highway 75 are fully permitted by ODOT. However, the US 75 related improvement project is currently being re-bid for the third time.
- The contract award and start of construction for these US 75 improvements is anticipated in September – assuming a successful third bid on the project.
- Under the terms of the construction permit issued by ODOT, the installation of the US 75 improvements is required to be complete within 60 calendar days from the start of construction.

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

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

- The actual Jiffy Lube portion of the project is fully complete and in operation. However, the full completion of the associated carwash facility is scheduled for later in September.

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

- To-date, there have been building permit applications and permits issued on six (6) of the eight (8) individual building structures proposed within the project.
- Building construction currently ranges from foundation installation, structural steel erection, to interior tenant type finish-out.
- Construction of associated parking and access drives has started on the east side of the project and will follow westerly as the building construction advances.
- The Developer estimates full completion of the first multi-tenant commercial building fronting onto Peoria Ave. in October, 2018.
- Full project completion (all building construction) is anticipated during the second quarter of 2019.

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

- The Developer has submitted a project Earth Change Permit limited to the site clearing, grubbing, and disposal process necessary to prepare the site for infrastructure installation.
- At this time, the process of clearing the site is fully complete.
- The Developer has also submitted a general Earth Change Permit application covering all rough area and street right-of-way grading.
- It is anticipated that supporting site development improvement construction documents covering paving, storm water management, and public utility services for the project will be submitted for review and permitting near the end of July.
- The subdivision platting process has been initiated with the submittal and approval of a Preliminary Plat by the Planning Commission at the July 9th meeting.
- The Developer has indicated the start of site grading and actual infrastructure improvement installation is anticipated in September.

Glenpool Elementary School: Elwood Avenue & 138th Street

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

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34 and is generally located on the north side of 141st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Final Planning Commission and City Council approval of the Phase I subdivision plat is to be heard by both bodies in September.
- All site related improvement plan submittals for City approvals and permitting for the Phase I of the project have been completed.
- Phase I site improvements consisting of clearing, grubbing, rough area grading, and the construction of public improvements necessary to serve the addition (water, sanitary sewer, storm sewer, and paving) are currently well underway.
- Full completion of Phase I of the development and the start of actual home construction is anticipated by January 1, 2019.

Glen Hills, Blocks 7 thru 11: Residential Addition - 141st Street & Iroquois Avenue

- This is the second and last phase of the single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34.
- Planning Department related processing and approvals have been completed regarding zoning (PUD) and preliminary subdivision platting, covering Phase II of the project.
- All site related improvement plan approvals and permitting for Phase II is anticipated to be complete by September.
- Phase II site clearing, grubbing, and rough area grading is underway currently and is approximately 50% complete.
- The construction of public improvements necessary to serve the Phase II portion of the project (water, sanitary sewer, storm sewer, and paving) is anticipated to start during the month of October.
- Full completion of the Phase II development construction, Planning Department processing of the final subdivision plat and the start of actual home construction in the Phase II portion of the overall project is anticipated by March 1, 2019.

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.
- The submittal of the preliminary and conditional final subdivision plat and all required public infrastructure improvement construction plans occurred the first week in June.
- The construction plan review regarding the public improvements is underway currently with full approval and permitting anticipated by August 31st.
- The final subdivision plat was reviewed and approved by the Planning Commission at the July 9th meeting.

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*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

- Full construction plan approvals and related permits are anticipated to be in place by August 31st allowing construction startup during the month of September.

Current Planning Department and Planning Commission Activities:

SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

FINAL PLAT: GLEN HILLS – BLOCKS 1 THRU 6: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 28.82 acres. This proposed subdivision covers the development of 86 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 4/27/18 Technical Advisory Committee Review
- 9/10/18 Planning Commission Review
- 9/17/18 City Council Review

SPECIFIC USE PERMIT:

SUP-2018-01 (PATS CAR WASH/JIFFY LUBE) A request to allow a LED sign in a CG (Commercial Shopping) zoned property located at 12106 south Waco Ave (next door to Jiffy Lube).

- 8/31/18 TAC Review
- 9/10/18 Planning Commission Review
- 9/17/18 City Council Review

Current Building & Inspection Department Activity: July, 2018

Current On-Going Commercial and Residential Projects Permitted for Construction:

- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Mark Allen Chevy Dealership Project: 166th Street & U.S. Highway 75
- BrookOver Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: 141st Street & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue

Glenpool Residential and Commercial Building Permit Statistics:

- New Residential Permits Issued in July, 2018: 3 Total
- New Commercial Permits Issued in July, 2018: 1 Total
- Current Active Residential Permits: 33 Total

• Current Active Commercial Permits:	16 Total
• 2017 Residential Permits thru July:	60 Total
• 2018 Residential Permits issued thru July:	15 Total
• 2017 Commercial Permits Issued Thru July:	7 Total
• 2018 Commercial Permits Issued Thru July:	5 Total

Code Enforcement Department:

July, 2018

Typical Issues Addressed by the Code Enforcement Department: Public Nuisance

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

Department Activity for the Month of July:

• Year-to-Date citizen complaint calls received and investigated:	402
• Public nuisance cases remaining open thru July:	7
• New Code Enforcement cases processed in July:	
1. Calls reporting high grass:	22
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	8
4. Nuisance abatements performed by contractors:	3
5. Notices issued for residences without water service:	3
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	47
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	18
10. Dilapidated vacant structures and properties:	-0-
11. Trash can/receptacle placement:	8
12. Misc. cases:	19
Total New Cases Opened in July:	94
• Real Estate Special Assessment Determinations: July, 2018	
1. Special Assessment Letters Issued to Title Companies	21
2. Assessment Letter Fee Collection Notices Issued	22

St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



St. Francis Health Center



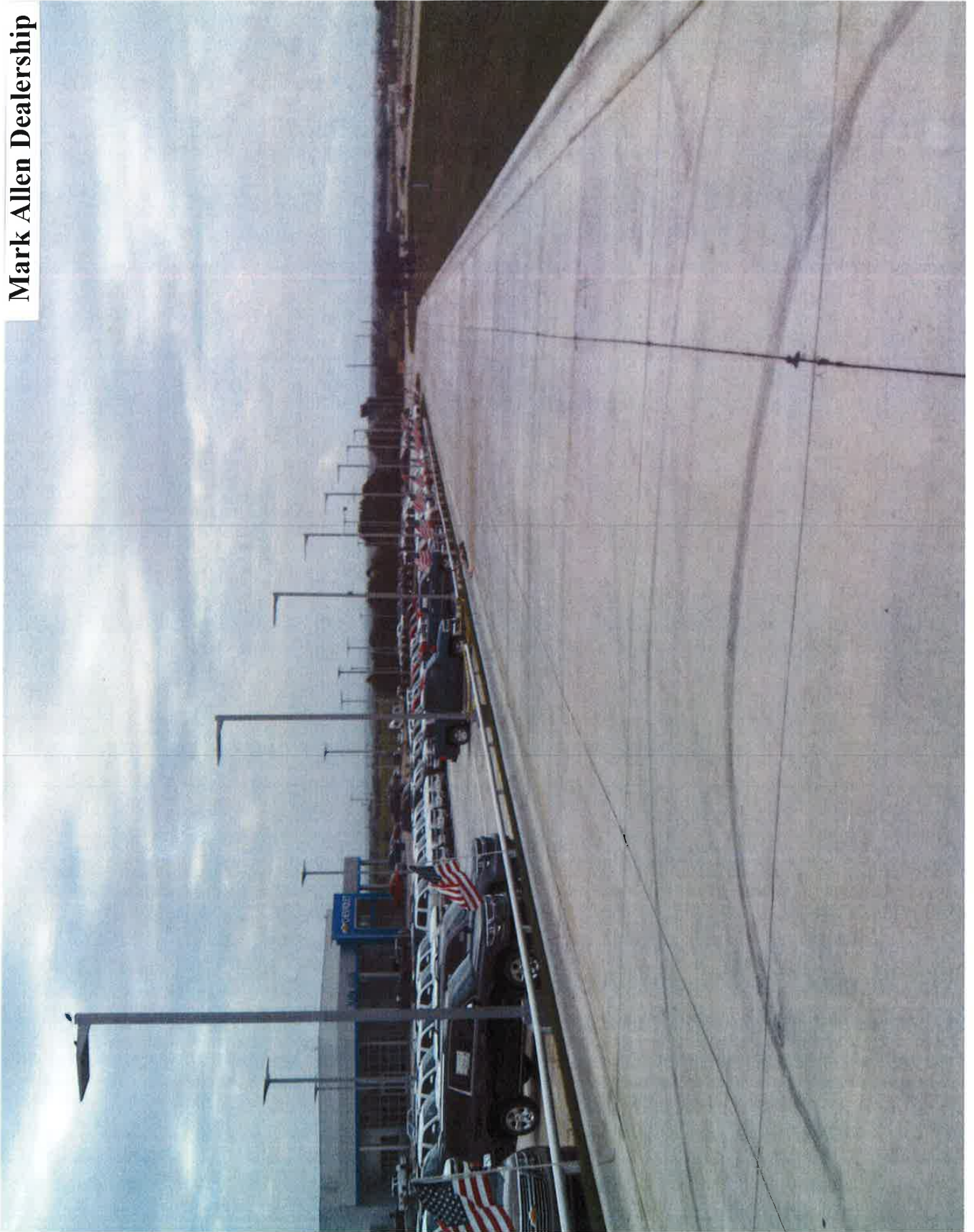
Mark Allen Dealership



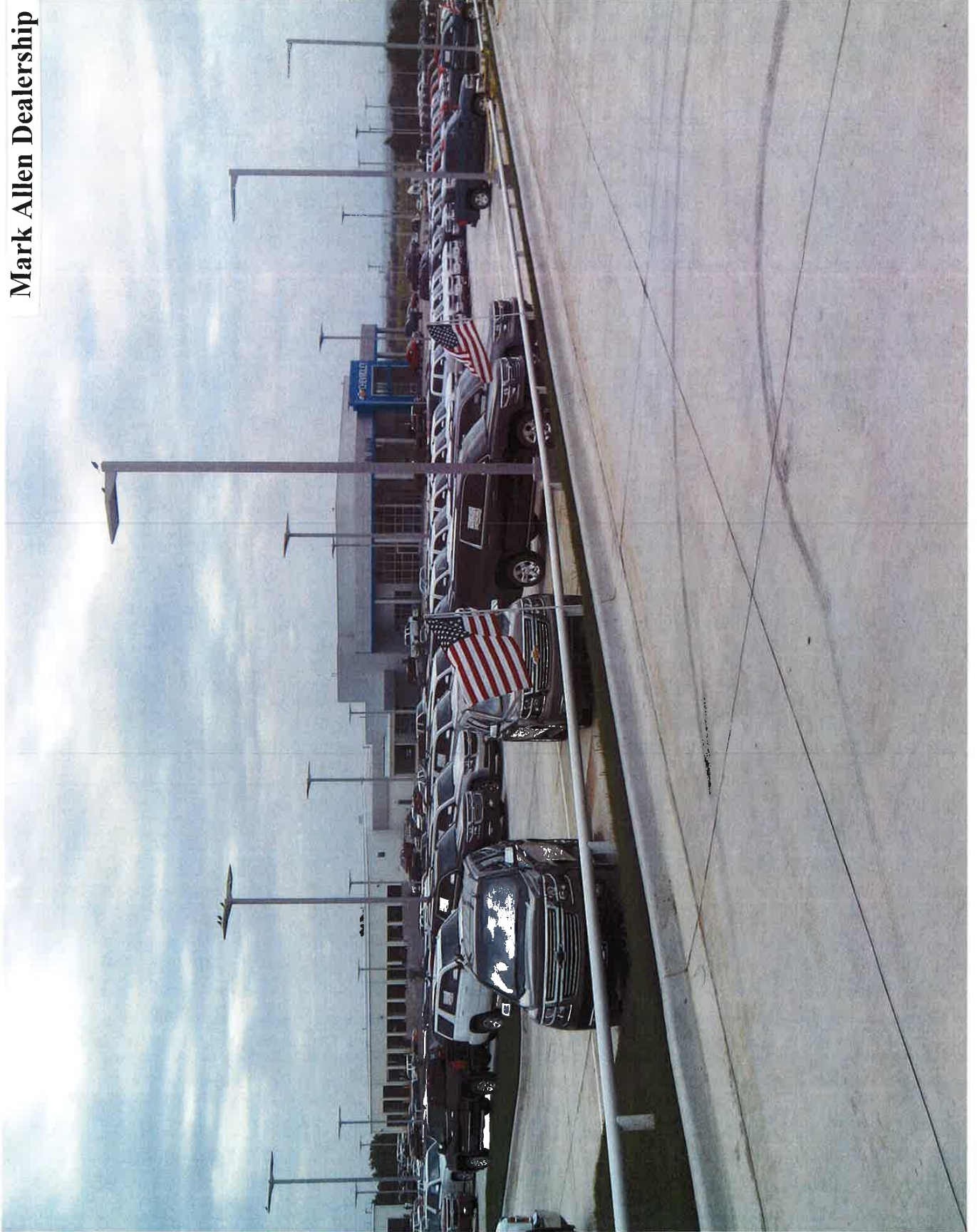
Mark Allen Dealership



Mark Allen Dealership



Mark Allen Dealership



Mark Allen Dealership



Pat's Carwash



Pat's Carwash



Pat's Carwash



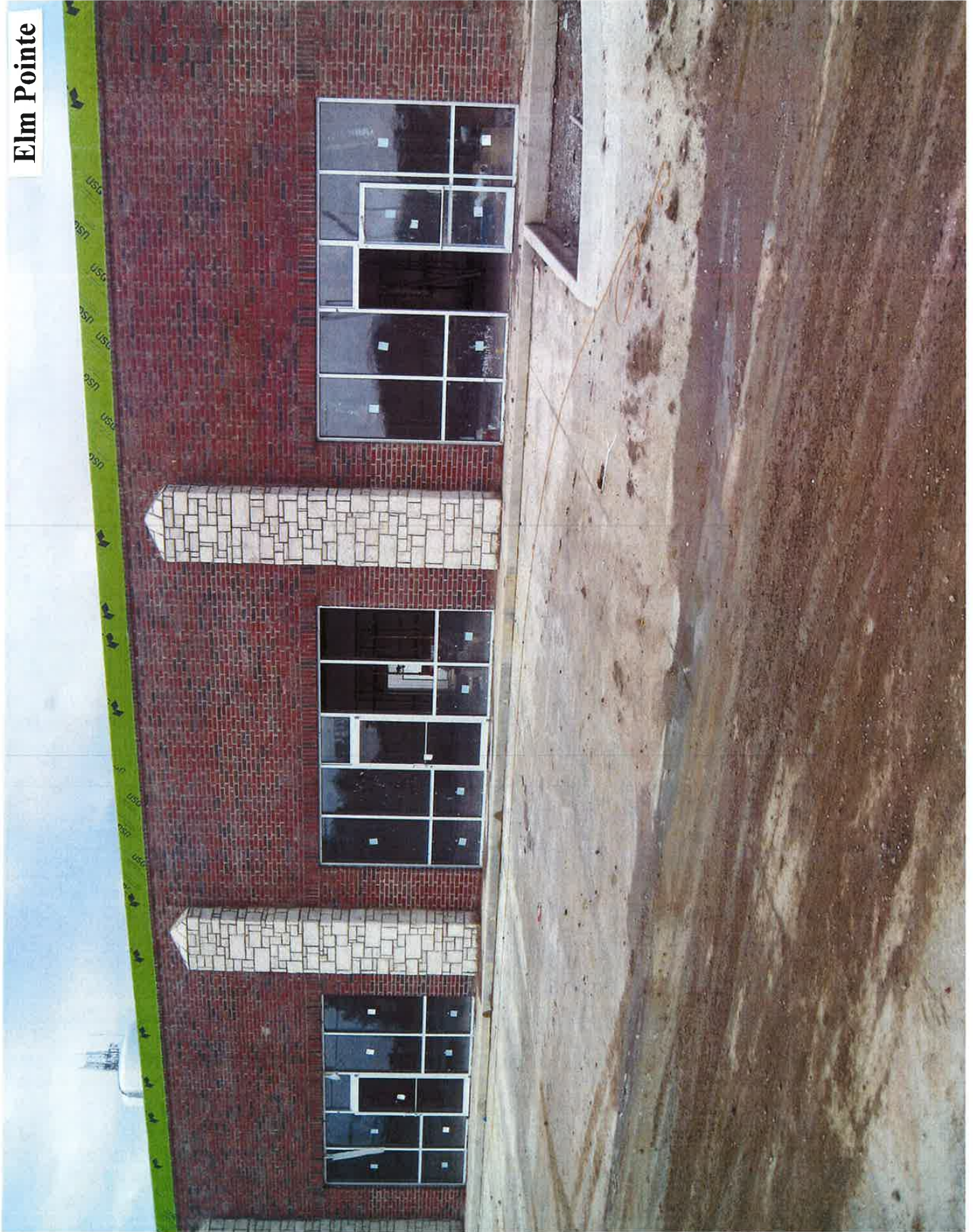
Elm Pointe



Elm Pointe



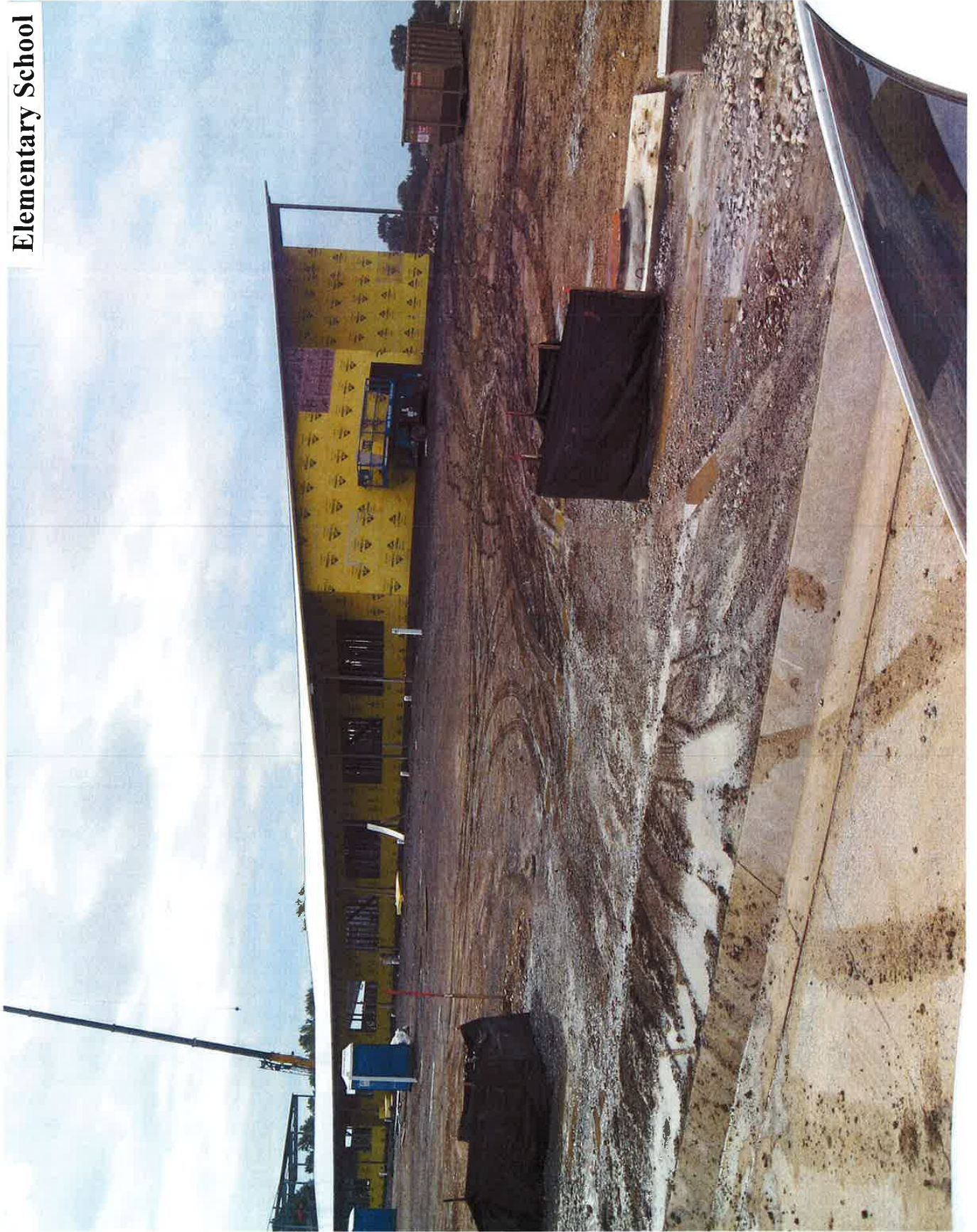
Elm Pointe



Elm Pointe



Elementary School



Elementary School



Elementary School



Elementary School



Glen Hills



Glen Hills



Glen Hills





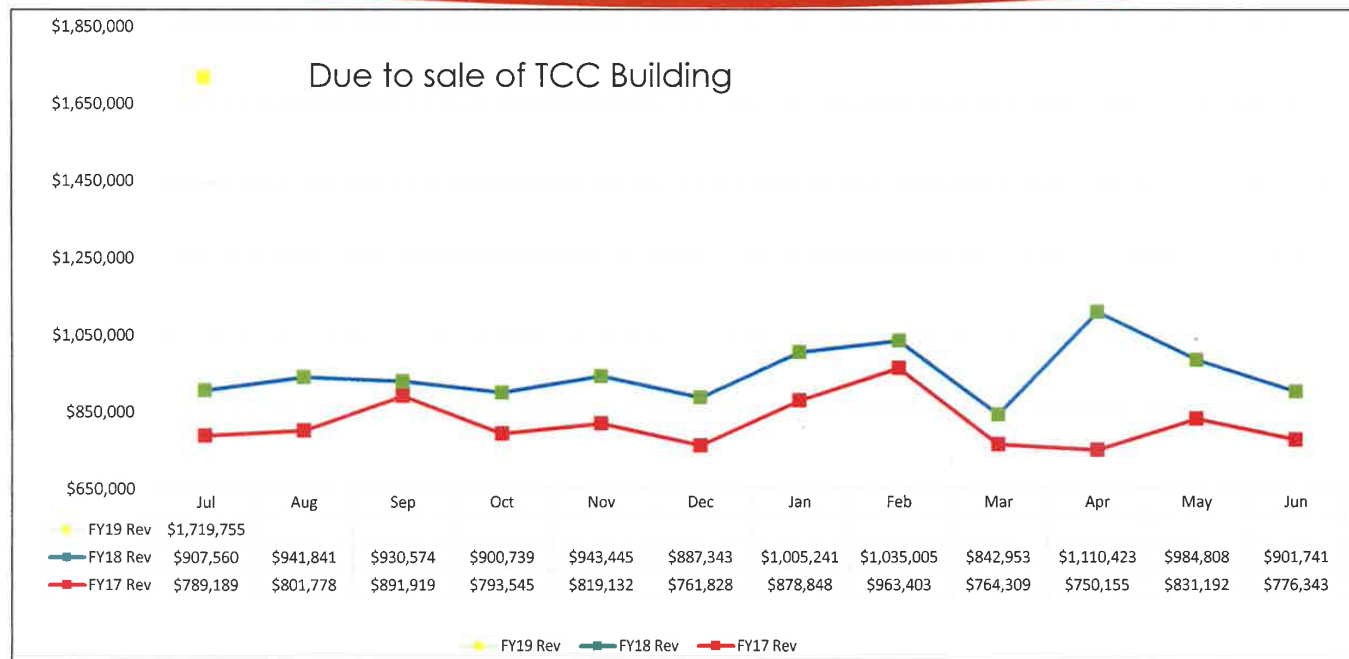
Treasurer's Report July 31st, 2018

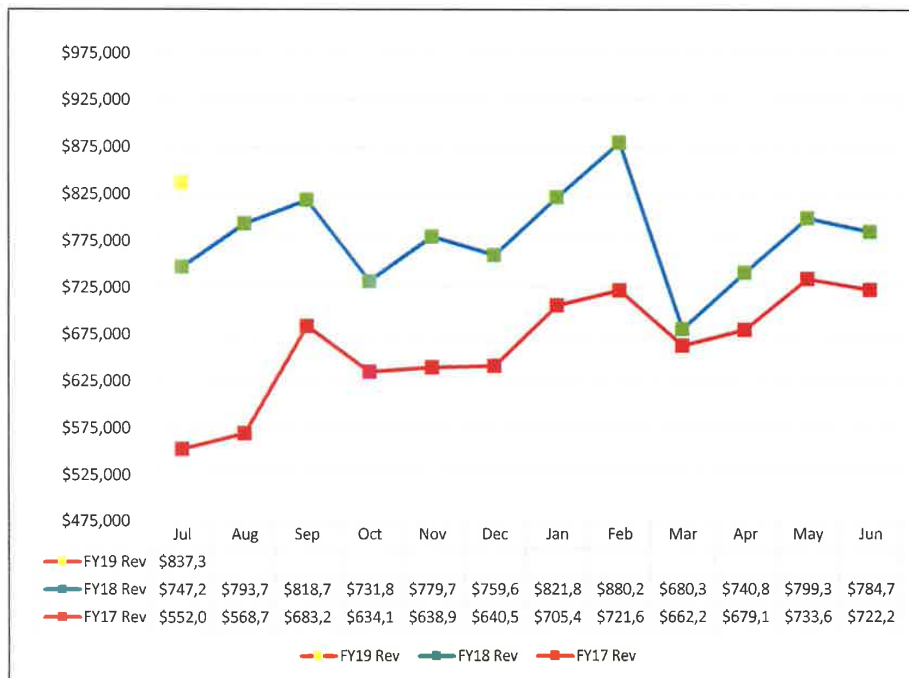
FUND	REVENUES AS OF 7/31/18			EXPENDITURES AS OF 7/31/2018		
	FY18 BUDGET	FY18 ACTUAL YTD	Target 8.33%	FY18 BUDGET	FY18 ACTUAL	Target 8.33%
GENERAL FUND	\$ 11,515,031	\$ 1,719,755	15%	\$ 11,515,031	\$ 853,486	7%
GUSA	\$ 9,156,789	\$ 776,901	8%	\$ 9,156,789	\$ 642,655	7%
PARKS & RECREATION	\$ 10,000	\$ 675		\$ 10,000	\$ -	
HOTEL MOTEL TAX	\$ 200,000	\$ 23,388	12%	\$ 200,000	\$ 6,000	3%
GIA	\$ 512,882	\$ 30,005	6%	\$ 512,882	\$ 22,592	4%
STREETS & INFRASTRUCTURE	\$ 1,040,617	\$ 49,653	5%	\$ 1,040,617	\$ -	0%
PUBLIC SAFETY CAPITAL	\$ 1,712,548	\$ 44,505	3%	\$ 1,712,548	\$ 13,678	1%
PUBLIC SAFETY PERSONNEL	\$ 1,173,303	\$ 94,071	8%	\$ 1,173,303	\$ 75,377	6%
TOTAL	\$ 25,321,170	\$ 2,738,953		\$ 25,321,170	\$ 1,613,787	

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF JULY, 2018 1ST
MONTH IN FISCAL
YEAR 2018-2019 OR
8.33% COMPLETED
AS OF JULY 31ST,
2018

City of Glenpool General Fund Revenues as of July 31st, 2018

89.5% INCREASE COMPARED TO PREVIOUS YTD





City of Glenpool Sales Tax Revenues - All Funds as of July 31st, 2018

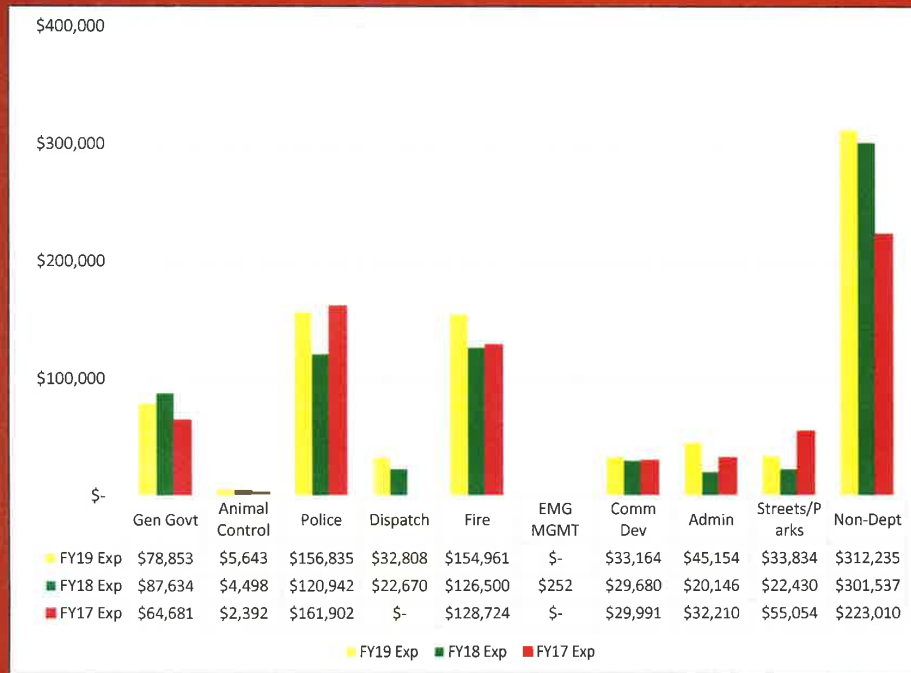
- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- ▶ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- ▶ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

12.1% INCREASE COMPARED TO
PREVIOUS YTD



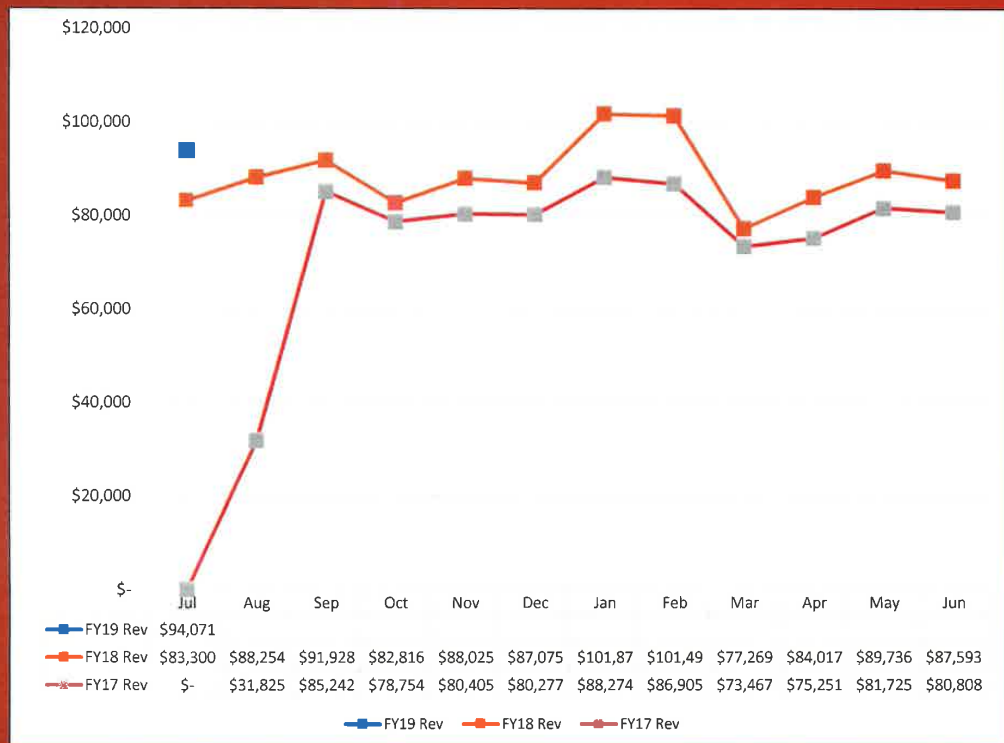
City of Glenpool Sales Tax Revenues - General Fund as of July 31, 2018

12.1% INCREASE
COMPARED TO
PREVIOUS YTD



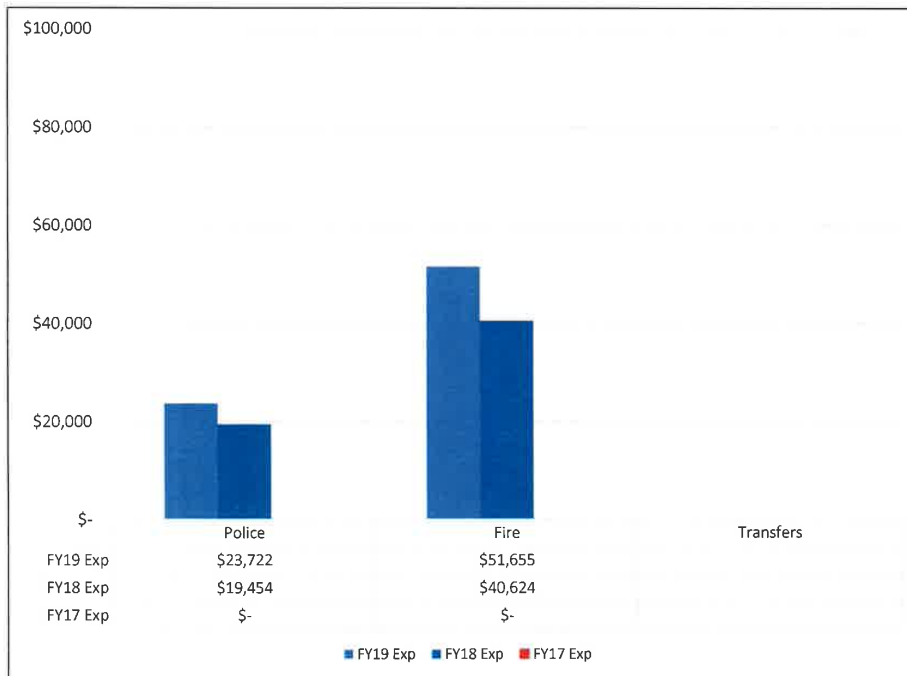
City of Glenpool General Fund Expenditures as of July 31st, 2018

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



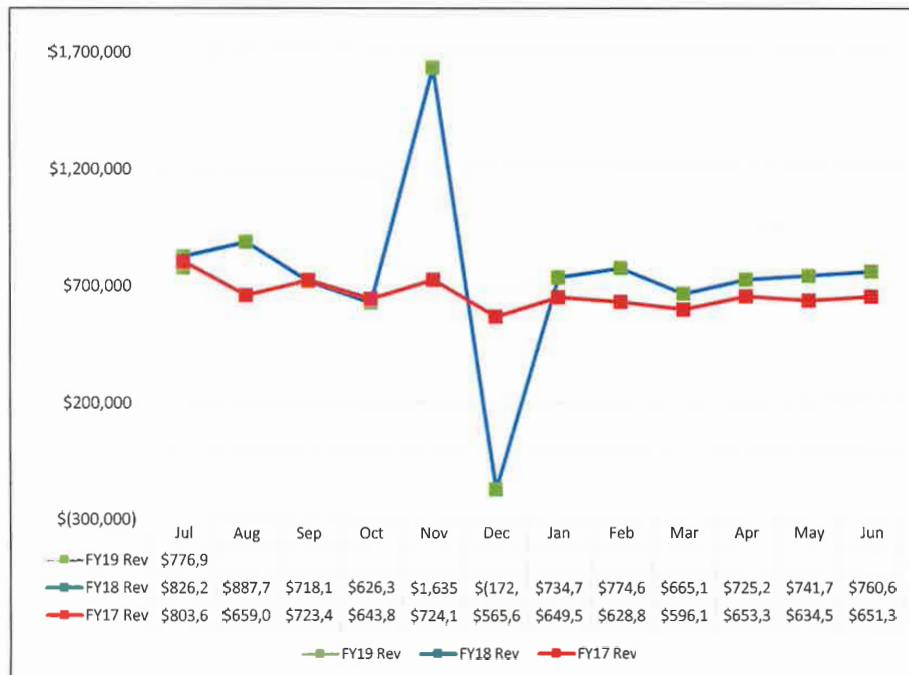
Public Safety Personnel Fund Revenues as of July 31st, 2018

- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August, 2016)
- ▶ 13% INCREASE COMPARED TO PREVIOUS YTD

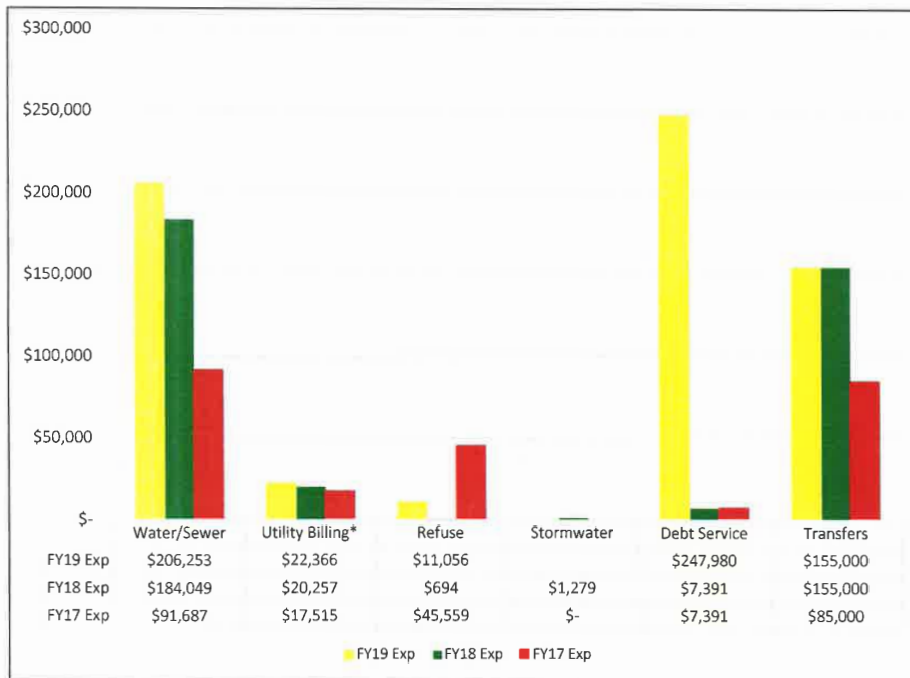


Public Safety Personnel Fund Expenditures as of July 31st, 2018

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

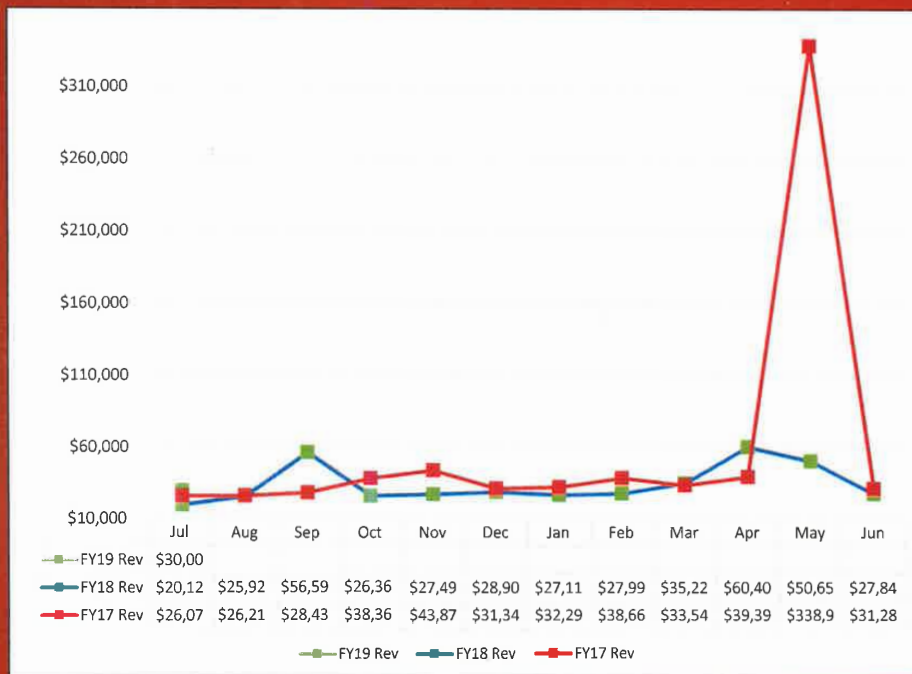


Glenpool Utility Services Authority Revenues as of July 31st, 2018



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

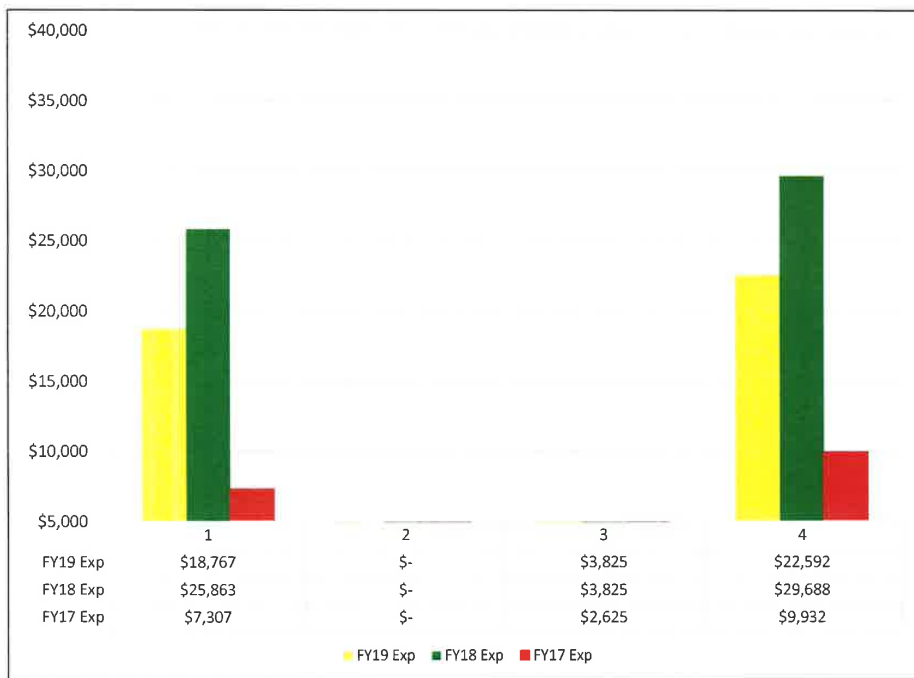
Utility Billing was
reported with
Water/Sewer in
FY16



Glenpool Industrial Authority Revenues as of July 31st, 2018

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

49% INCREASE COMPARED TO PREVIOUS YTD



Glenpool
Industrial
Authority
Expenses as of
July 31st, 2018



Glenpool
Industrial
Authority
Net Income
as of July
31st, 2018

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

Proposition 2 (0.26%) 51

Public Safety Radio System	IP	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079	
Police Vehicles	IP	3,000,000	-	3,000,000	239,258	
PD Mobile Computer System	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967	
Firefighter Air packs	IP	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,563,304	
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,328,588	

Proposition 3 (0.55%) 52

Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	IP					
NS= Project not yet started, IP= Project in progress, C= Project is complete						

**MINUTES
REGULAR MEETING
Monday, August 6, 2018 Council Chambers 6:00 PM**

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

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

STAFF ABSENT: John Gonsalves

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:07 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight, City Clerk called the roll, Mayor Fox declared a quorum was present.
- 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**
- Rick Malone is out, and we also have John Staires from Community Development out for about 4 to 6 weeks.
 - Coming into football season, we are going to have to change the Council Retreat from a Friday night/Saturday format, so we'll be looking at options in the next few weeks.
 - New Police officer started this week that filled vacancy from the end of last fiscal year, and we are currently finishing up a contract for a new

School Resource Officer. We also just finished the application process for hiring a new Firefighter.

- Susan White's 10 year anniversary with the City of Glenpool, was this past Saturday.
- Councilor Kearns asked if the School Resource Officer would be in addition to the one we currently have. Mr. Tillotson replied that it would, bringing us to a total of 2 Resource Officers.

F) Mayor Report – Timothy Lee Fox, Mayor

- Mayor Fox announced that the fishing derby is coming up August 25th, and encouraged anyone that has kids or grandkids in that age range, to come out and enjoy the fun.

G) Council Comments

- Councilor Kearns reminded everyone that school starts August 17th, and to be aware that traffic and activity will be increasing in the neighborhoods and schools.

H) Public Comments

None.

I) Scheduled Business

- 1) Discussion and possible action to approve minutes from July 16, 2018, and July 23, 2018 meetings.
(Wendy Knight, City Clerk)

- Mayor Fox stated for the record, that Mr. John Lindsay opposed this item, but did not wish to speak.
- Attorney Mary Huckabee stated for the record, that their opposition to this item is because the executive session that took place at the Special Council meeting (July 23) was improper. The Statute that was cited to go into executive session, Title 25, Sec. 307 (B)(4) provides for confidential communications between the City Attorney and the City, and in this case there were other parties present and it was not confidential. Mary stated that any minutes of the executive session should be included in the public minutes, as a result of the violation of the Open Meeting Act. She said Mr. Tillotson had pointed out, that it would have to be done under a court order, so that is why she is bringing it up under the minutes approval item.
- City Attorney Lowell Peterson, followed up saying that he had researched the matter and was satisfied that the executive session was legal.

Moved by Trish Agee, seconded by Momodou Ceesay

That minutes should be approved as presented.

- *Councilor Lund voted "yes" on July 23 minutes, and "abstained" on July 16 minutes.*
- *Councilor Kearns voted "yes" on July 23 minutes, and "abstained" on July 16 minutes.*

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

CARRIED.

- 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)

Ms. White recommended Council approval of Resolution No. 2018009, and recommended casting a vote for the current Trustee, Ed Tinker, for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) representing District 1.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve Resolution No. 2018009, a resolution of the City of Glenpool, and to cast a vote for Ed Tinker for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) representing District 1.

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

5 0 0 0

CARRIED.

- 3) Discussion and possible action to approve 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)

Mr. Peterson recommended Council approval of Tulsa County Resolution No. 201800__, a Contract/Agreement Renewal of Glenpool's User Agreement with the South County Soccer Club.

Moved by Brandon Kearns, seconded by Trish Agee

To approve Tulsa County Resolution No. 201800__, the Contract/Agreement Renewal of Glenpool's User Agreement with the South County Soccer Club.

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

CARRIED.

- 4) Discussion and possible action to approve and authorize 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)

Mr. Peterson recommended Council approval of the First Amended and Renewed User Agreement between the City and South County Soccer Club, removing operation of the concession facility for the original User Agreement.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve 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.

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

CARRIED.

- 5) Discussion and possible action to approve and authorize the Mayor to sign a proposed User Agreement with Lance and Michelle Cole for operation of the Concession Facility at the Glenpool Soccer Complex. (Lowell Peterson, City Attorney)

Mr. Peterson recommended Council approval of a User Agreement between the City and Lance and Michelle Cole for operation of the Concession Facility at the Glenpool Soccer Complex.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve the User Agreement between the City and Lance and Michelle Cole for operation of the Concession Facility at the Glenpool Soccer Complex.

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

CARRIED.

- 6) Discussion and possible action to 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)

Mr. Peterson said this is a long, necessary process of settling this case, and there are issues that need to be discussed confidentially in Executive Session.

Moved by Momodou Ceesay, seconded by Trish Agee

To enter into Executive Session at 6:25 p.m.

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

CARRIED.

- 7) 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 6:47 p.m.

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

CARRIED.

- 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. (Lowell Peterson, City Attorney) (Lynn Burrow, Community Development Director)

Mr. Peterson stated that the City Planner and professional staff recommended approval of PUD-39. Mr. Burrow said that Summit Properties Inc., had made clarifications and red lined items since the last meeting.

- Attorney Heath Hardcastle made a presentation on behalf of the applicant, highlighting the changes that had been made to PUD-39 since the last meeting.
- Ann Holloway, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- David Haag, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- Robin Matunas, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- Larry Matunas, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- Floyd Kirk, Glenpool resident; spoke in opposition of the development.
- Julie Haag, Glenpool resident; spoke in opposition of the development.
- Kendall Moseley, Glenpool resident; spoke in opposition of the development.
- Alan Woodcock, Glenpool resident; spoke in opposition of the development.
- Jan Woodcock, Glenpool resident; spoke in opposition of the development.
- John Lindsay, Glenpool resident; spoke in opposition of the development.
- Eric Sack of Sack and Associates Inc.; presented a memorandum and spoke in opposition of the development.
- Carolyn Back, of KKT; presented a written professional opinion and spoke in opposition of the development.
- Attorney Mary Huckabee presented hard copies of open records documents to the clerk; made a powerpoint presentation, and spoke in opposition of the development.
- Attorney Heath Hardcastle spoke again in favor of the development.

Mayor Fox said that since the Council has just been given new

information that the public has not been able to receive yet, his recommendation was to table this item.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To table this item.

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

CARRIED.

- 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.
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Council approval of 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. Mr. Burrow said this will cover the various tasks involved with detailed research, design, permitting, and construction regarding the public ownership and improvements proposed for Warrior Road from 151st Street to 146th Street.

Moved by Trish Agee, seconded by Jacqueline Triplett-Lund

To approve the Professional Services Agreement with Crafton/Tull for the Warrior Road Rehab Project, in an amount not to exceed 133,500.00.

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

Tim Fox	x			
	5	0	0	0

CARRIED.

- 10) Discussion and possible action to approve a Professional Services Agreement for Planning Department services with Tanner Consulting LLC.
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Council approval of a Professional Services Agreement for Planning Department Services with Tanner Consulting LLC., until Rick Malone returns and resumes the functions of the City Planning Department.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve the Professional Services Agreement for Planning Department services with Tanner Consulting LLC.

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

CARRIED.

- 11) Discussion and possible action to approve the INCOG assessment for FY 2019 in the amount of \$20,315.00.
(David Tillotson, City Manager)

Mr. Tillotson presented the FY 2019 INCOG assessment in the amount of \$20,315.00, which includes annual dues and other groups, and recommended Council approval.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the FY 2019 INCOG assessment in the amount of \$20,315.00.

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

Regular Meeting
August 6, 2018

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

CARRIED.

J) Adjournment

There being no further business, the Mayor declared the meeting adjourned at 8:10 p.m.

TO: Mayor Fox, Vice Mayor Ceesay, and Councilors Agee, Kearns and Lund
FROM: Rick Malone, City Planner
DATE: August 20, 2018
RE: Final Planned Unit Development Plans (Application No. PUD 39), Request from Summit Properties, Inc., to change the zoning classification from AG (Agricultural) and RS-3 (Residential Single Family High Density) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave.

INTRODUCTION

This application consists of a request to rezone 40.20 acres from a combination of AG (Agricultural District) and RS-3 (Residential Single-Family High Density), and 29.13 acres from RS-3 to Planned Unit Development (No. PUD 39). The property is located east of the northeast corner of 151st Street (State Highway 67) and Elwood Ave.

The surrounding property is developed as noted follows:

The property is abutted to the north by Glen Village II Addition, zoned RS-3; to the east by vacant property zoned RE (Residential Estate District); to the south across Highway 67 by mostly vacant land that is zoned AG; to the west is vacant unplatted property and, across Elwood Avenue, is platted as RS-4(Residential Single-Family Highest Density District), and RS-4 at Mansfield Lane I.

COMPREHENSIVE PLAN:

The updated 2030 City of Glenpool Comprehensive Plan designates the general location of PUD- 39 as the SH-67 Corridor District, including those areas immediately north and south of 151st Street (SH-67) from 33rd West Avenue to Lewis Avenue. The configuration of the SH-67 Corridor is shown on the 2030 PLAN Map. PUDs will be encouraged for developments of 40 acres or larger along the corridor to reduce the impact of potential commercial, office or light industrial zoning and to properly regulate the location of high traffic generators. Proposed PUDs include conceptual site plans that demonstrate the compatibility of internal land use relationships. Also, site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council is required for PUDs prior to issuance of a building permit. All development plans must be in substantial compliance with the approved provisions of the PUD and applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following: traffic flow design sufficient to accommodate ingress and egress of emergency vehicles; open spaces and related amenities; setbacks, buffer areas and arrangement of residential lots used in combination with screening to improve compatibility with adjacent existing and planned residential uses and less intense nonresidential uses; mixing and utilizing local streets that provide access to abutting and adjacent existing and planned residential uses.

Consideration has been given by this proposal, to the satisfaction of staff, that any negative impact of re-zoning will be mitigated by the controls included in the PUD process and covenants. This is particularly true with respect to the 29.13-acre Development Area “A” (Phase I) that has previously been approved for RS-3 housing standards, as well amenities not required by RS-3.

The Comp Plan encourages use of Planned Unit Development in suburban residential areas because it can promote land planning approaches that discourage “cookie cutter” subdivision designs and can allow for smaller lot sizes than the baseline or other design features in exchange for greater open space set-aside or other amenities, with additional open space devoted to maintaining the suburban character and buffering adjacent properties and roads.

CONSIDERATION OF PRELIMINARY AND FINAL PUD PLANS

As required by the Glenpool Zoning Code, this matter was considered by the Glenpool Planning Commission during duly noticed public hearings of May 14, 2018, (Preliminary Development Plans) and July 24, 2018; (Final Development Plans), as well as consideration and approval of the Preliminary Development Plans by the City Council, following a public hearing on July 23, 2018.

STAFF RECOMMENDATION

The proposed zone change to free-standing Planned Unit Development (PUD) is consistent with the guidelines of the City of Glenpool 2030 Comprehensive Plan and existing or approved neighboring uses. Staff, the developer and members of the public have met on numerous occasions for the purpose of rigorously defining the PUD requirements. Staff recommends approval of rezoning case Application No. PUD 39.

ATTACHMENTS

1. Final PUD 39 Plan Documents
2. Ordinance No. 754, approving Application No. PUD 39 and creating said PUD 39.

LAW OFFICES OF
ALBRIGHT, RUSHER & HARDCASTLE
A PROFESSIONAL CORPORATION
2600 BANK OF AMERICA CENTER
15 WEST SIXTH STREET
TULSA, OKLAHOMA 74119-5434
TELEPHONE (918) 583-5600
FACSIMILE (918) 583-8665

August 16, 2018

Glenpool City Council
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

Re: *Summit Properties, Inc.; PUD 39*

Dear Councilors:

In support of Summit Properties, Inc.'s ("Summit") application regarding PUD 39, Summit would like to address two issues which have been raised at the previous Council meetings.

I. PUD 39 IS CONSISTENT WITH THE 2030 COMPREHENSIVE PLAN

A. The Old Zoning Designations Cause Confusion.

One factor affecting the analysis of consistency with the 2030 Comprehensive Plan (the "2030 Plan") is the confusing nature of the zoning designations contained in the materials which have been previously provided to you. The Council has heard testimony and seen documents regarding the RS-4 zoning of Mansfield Lane and RS-3 zoning of GlenVillage 1, GlenVillage 2, Kendalwood 1-4 and Glen Abbey.

In considering the PUD application and the overall land use as required by the 2030 Plan, the Council should be aware that the zoning designations and average lot sizes of those neighborhoods do not comport with the current zoning requirements. Those neighborhoods, which all lie south of 136th Street South and east of South Elwood Avenue, are all equivalent to RS-4 or higher density zoning under the prior code. None of them have an average lot width greater than 65 feet. *See* Attachment to Memo from Rick Malone dated May 2, 2016, Exhibit "A". It does not appear that the objections from the adjoining subdivisions understand that the proposed development will only include lots equal to or greater than their own.

Summit has, through PUD 39, proposed developing 75 foot lots as required under the existing RS-3 zoning on Development Area A to accommodate the City's desire for larger lots. At the same time PUD 39 proposed utilizing sixty-five foot wide lots in Development Area B to be consistent with the sixty-five foot lots of GlenVillage and transition between the sixty foot lots of Mansfield Lane and the wider 75 foot lots in Development Area A. I note that the nearest

developed 75 foot wide lots are contained in Pecan Estates northeast of the intersection of South Elwood Avenue and West 136th Street South and Cottages east of 151st Street South and South 26th West Avenue. *See id.*

The reason for the discrepancy in lot sizes is explained by the changes in the Glenpool Zoning Code. Those changes are outlined on the attached email from Rick Malone, City Planner to Roger Kolman. *See* email dated April 29, 2016, Exhibit “B” hereto.

B. The Provisions of the 2030 Plan Support Granting PUD 39 in Light of the Existing Developments in the Area.

As to Summit’s PUD 39 compliance with the 2030 Plan, while it and the 2030 Plan Map are recognized as representing the City’s “long range directions and aspirations.” It is also noted that the Official Zoning Map can properly vary from the 2030 Plan because the Zoning Map recognizes “on the ground conditions.” *See* Supplemental Report from Interim Update 2017 at page 6. Moreover, the Plan recognizes that consistency determinations with regarding to zoning application “will depend on the circumstances of the particular site and its vicinity” that “zoning districts need not duplicate the nomenclature of land use categories contained in the 2030 Plan exactly” and that it is important to “ensure the land use is situated and designed to match – and not conflict with – the area character.” *See id* at pages 5, 9.

Under the 2030 Plan, the subject property falls within special district number 4 otherwise known as the SH-67 Corridor District. According to the Plan, this particular area is prime for highway oriented non-residential or mixed use development that can optimize the use of high profile frontage properties. *See id* at page 44. With regard to the complaints about access in this district, the Plan acknowledges both the need to provide for new subdivisions by the orderly extension of stub streets and existing utilities and that shared access points between developments in the SH-67 Corridor District should be utilized to restrict access from lands abutting SH-67. *See id.* at p. 44. The SH-67 Corridor District encourages PUD applications for developments of 40 acres or larger and requires the conceptual site plan to “demonstrate the compatibility of internal land use relationships.” *Id.*

C. Objections Calling for Increased Lot Width in Development Area B are Contrary to the 2030 Plan.

The problem with the primary objection being lodged to PUD 39 is that the 2030 Plan Map shows Development Area B as “Suburban Residential” and that means that RS-1 zoning is required. This objection ignores the RS-3 designation of Development Area A which is also shown as “Suburban Residential” on the 2030 Plan Map, and more importantly it would require usage of Development Area B in a manner which is inconsistent with the entirety of the existing subdivisions built on adjacent and surrounding properties. Honoring the objection would create an island of a subdivision in Development Area B containing residential lots 40% wider than the adjoining subdivision to the west, 35% wider than the adjoining subdivision to the north and 25% wider than the adjoining subdivision to the south. This suggestion ignores the area’s already developed character and is contrary to the language of the 2030 Comprehensive Plan.

Glenpool City Council
August 16, 2018
Page 3

II. PUD 39 IS DESIGNED TO PREVENT HOA ISSUES

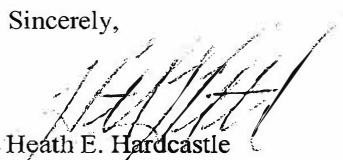
Issues regarding the Mansfield Lane Homeowner's Association ("HOA") have been raised before the Planning Commission and the City Council. The Mansfield Lane HOA has been turned over to the homeowners and Summit has no further role in connection with it. At one of the previous Council meetings, this fact was suggested to be incorrect by a homeowner and during Summit's presentation to explain the facts, the homeowner interjected that the Homeowner's Association management company was related to Summit. That homeowner is incorrect.

While Mansfield Lane was under development, Summit was in control of the Mansfield Lane HOA and retained the services of HOA Management, Inc., a third party entity wholly unrelated to Summit, and owned and operated by an individual named Kim Justilian. *See* Business card and Secretary of State Printout, Exhibit "C" hereto. Regardless of who the management contract was with, it should be noted that the Mansfield Lane HOA has the right to terminate the services of HOA Management, Inc. and hire someone else or to perform the services themselves. The only problems Summit was aware of regarding the Mansfield Lane HOA were: a) the homeowners' refusal to elect officers until Summit mowed the common areas one last time. Summit did so; and b) some of the homeowners have not paid their HOA dues for extended periods of time.

In connection with PUD 39 and Scissortail, Summit has attempted to address and alleviate these types of problems by providing in the PUD that the Scissortail HOA will be established from the outset and that the City will have the right to enforce liens against the homeowners for failure to pay for maintenance and upkeep. Summit has worked with the City on this topic to try to prevent issues from arising in the future and to help both the City and the HOA collect the dues required.

Thank you for your attention and consideration to these matters.

Sincerely,



Heath E. Hardcastle
For the Firm

HEH/mw
Enclosures

----- Original message -----

From: Rick Malone <rmalone@cityofglenpool.com>

Date: 04/29/2016 4:22 PM (GMT-06:00)

To: Roger Kolman <rkolman@cityofglenpool.com>

Cc: Lowell Peterson <L.Peterson@cityofglenpool.com>, Lynn Burrow
<LBurrow@cityofglenpool.com>

Subject: RS-3/RS-4 65' wide lots

Mr. Kolman:

- The Glenpool Zoning Code was adopted January 3rd, 1984 and amended January 16, 2001 and it contained RS-3 zoning with 65' wide lots allowed.
- August 7th of 2006 by Ordinance 559 that eliminated 65' wide lots and made them 75' wide instead.
- September 17, 2012 we revised the entire zoning code and added back in the 65' wide lots and called it RS-4 which requires a PUD to promote more shared common area, playgrounds etc.

If I can assist further, let me know.

Thanks

Rick Malone

City Planner

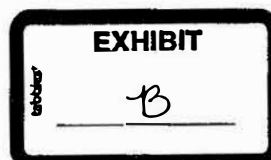
(918) 209-4617 Office

rmalone@cityofglenpool.com



Attachments

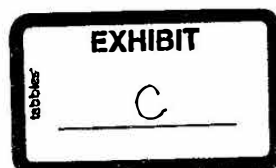
- image001.png (21.38KB)



HOA Management, Inc.
Managing Associations for You

Kim Justilian
Owner & CEO

PO Box 701565
Tulsa OK 74170-1565
Office: 918-493-1765
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HOA MANAGEMENT, INC.

Details

Filing Number: 1912164847
Name Type: Legal Name
Status: OTC Suspension
Corp type: Domestic For Profit Business Corporation
Jurisdiction: Oklahoma
Formation Date: 2 Jan 2008

Registered Agent Information

Name: KIM JUSTILIAN
Effective: 2 Jan 2008
Address: 1818 E 66TH ST
City, State , ZipCode: TULSA OK 74136

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Planned Unit Development No. 39

August 1, 2018



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Drainage and Utilities / Environmental Analysis / Amenities / Covenants	5
Homeowners’ Association	6
Legal Description	7-8

Exhibits

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

Development Concept

Scissortail is a single-family **multi-phase** 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 – DEVELOPMENT AREA 'A' (PHASE I)

Land Area: 29.13 Acres

Permitted Use: Single-Family Dwelling

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

Maximum residential lots allowed (1,268,932.57 / 10,875 square feet): 116

Residential lots proposed: 88

Minimum lot width (at the building setback line): 75 feet

Minimum lot area: 9,000 square feet

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

Provided land area per dwelling unit 14,420 square feet

Maximum structure height: 35 feet

Minimum 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.

Development Standards – DEVELOPMENT AREA 'B' (PHASE II)

Land Area: 40.20 Acres

Permitted Use: Single-Family Dwelling

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

Maximum residential lots allowed (1,751,049.13 / 10,875 square feet): 161

Residential lots proposed: 136

Minimum lot width (at the building setback line): 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 12,875 square feet

Maximum structure height: 35 feet

Minimum 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.

PHASE I DEVELOPMENT CONSTRUCTION TRAFFIC – Access to the subject tract shall only be permitted from State Highway 67 (East 151st Street South) and shall be enforceable by the City of Glenpool. Barricades shall be installed at the east end of East 148th Street during Phase I construction (i.e. grading, public utilities, etc.).

PHASE II DEVELOPMENT CONSTRUCTION TRAFFIC – Access to the subject tract shall only be permitted from State Highway 67 (East 151st Street South) and through the Scissortail Phase I subdivision and shall be enforceable by the City of Glenpool.

HOME BUILDING CONSTRUCTION TRAFFIC – Material deliveries, heavy equipment/large vehicles, and contractor/trade vehicle traffic shall only access the subject tract from State Highway 67 (East 151st Street South) and shall be enforceable by the City of Glenpool.

Drainage and Utilities

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

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

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 G):

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 H) to establish aesthetically pleasing homes as shown on the attached Exhibit D. **All yards facing a street shall be professionally landscaped with the following standards prior to a Certificate of Occupancy is issued by the City of Glenpool:**

- (1) - 1.5" dia. Tree (Maple, Oak, or Redbud) or approved equal
- (2) - 5 gal. Crepe Myrtles or approved equal
- (3) - 3 gal. Boxwoods or approved equal
- 250 SF (min.) – mulched planter beds w/ 2" min. mulch depth & steel edging

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, **stormwater management facilities**, 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 **accordance with City of Glenpool code requirements**, the City of Glenpool will have the right to maintain these areas and **will** bill the Scissortail Homeowners' Association for **corresponding, verified cost**. **The Homeowners' Association will and hereby does accept the obligation for payment of such costs as agent of the lot owners collectively**. Should payment by **the Homeowners' Association not be made in a timely manner**, the City of Glenpool **reserves the right, in accordance with the City Code and Oklahoma statutes to** place a lien on each member's lot within the platted area **in an amount proportionate to all lots within the Scissortail Subdivision;**

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 – DEVELOPMENT AREA 'A' (PHASE I)

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4)

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 SOUTHWEST 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.

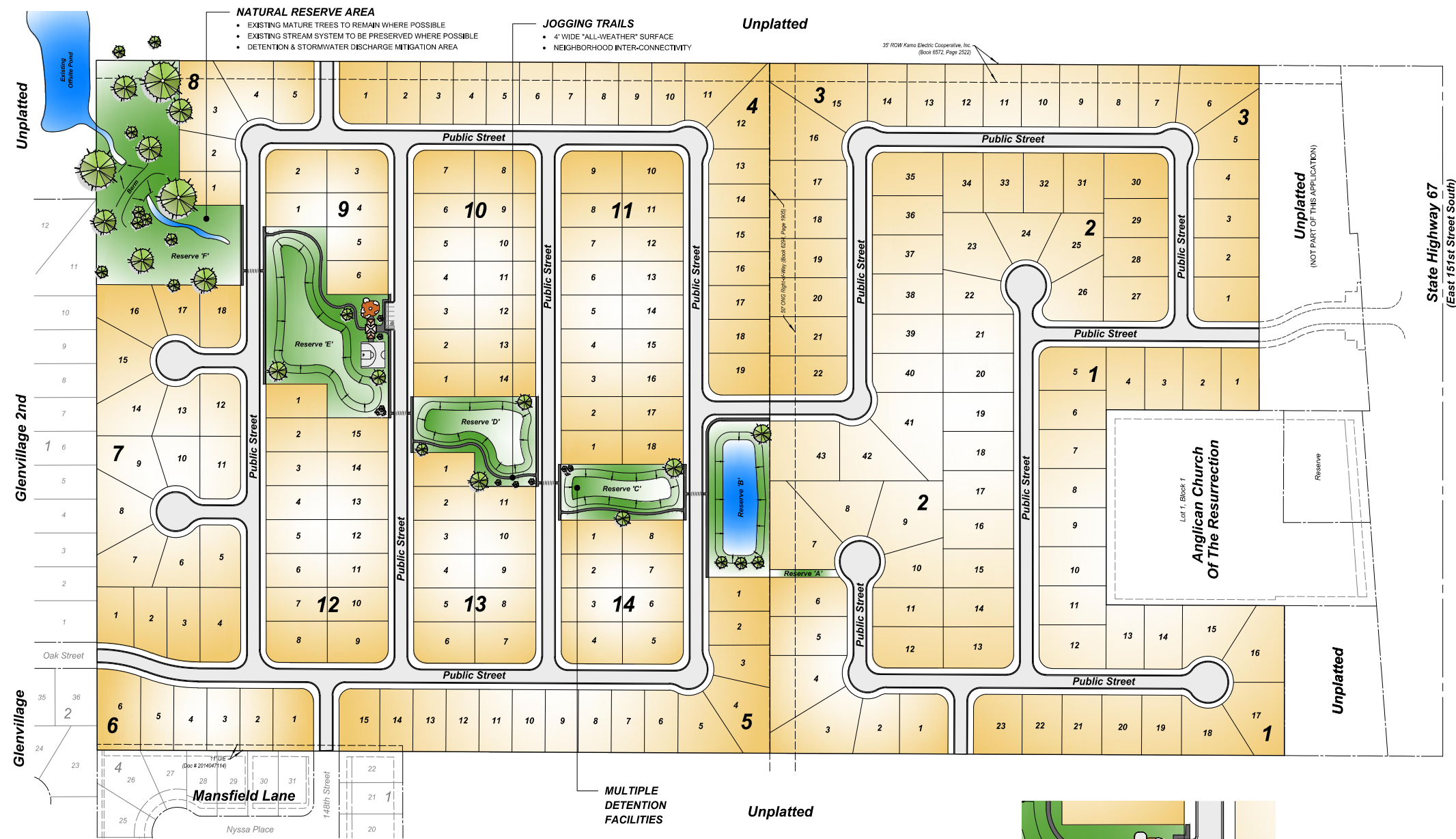
BASIS OF BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.

Legal Description – DEVELOPMENT AREA 'B' (PHASE II)

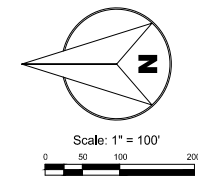
A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.



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



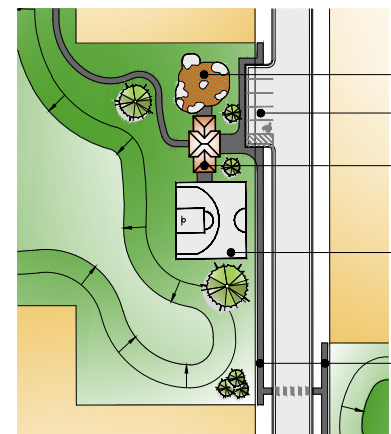
PAVILION DESIGN CONCEPT



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

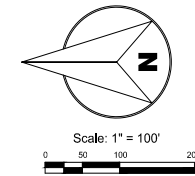


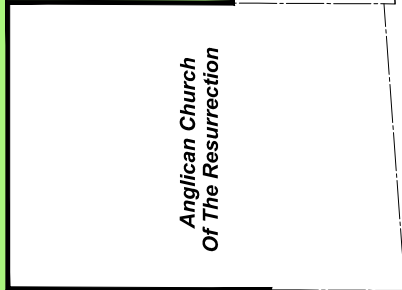
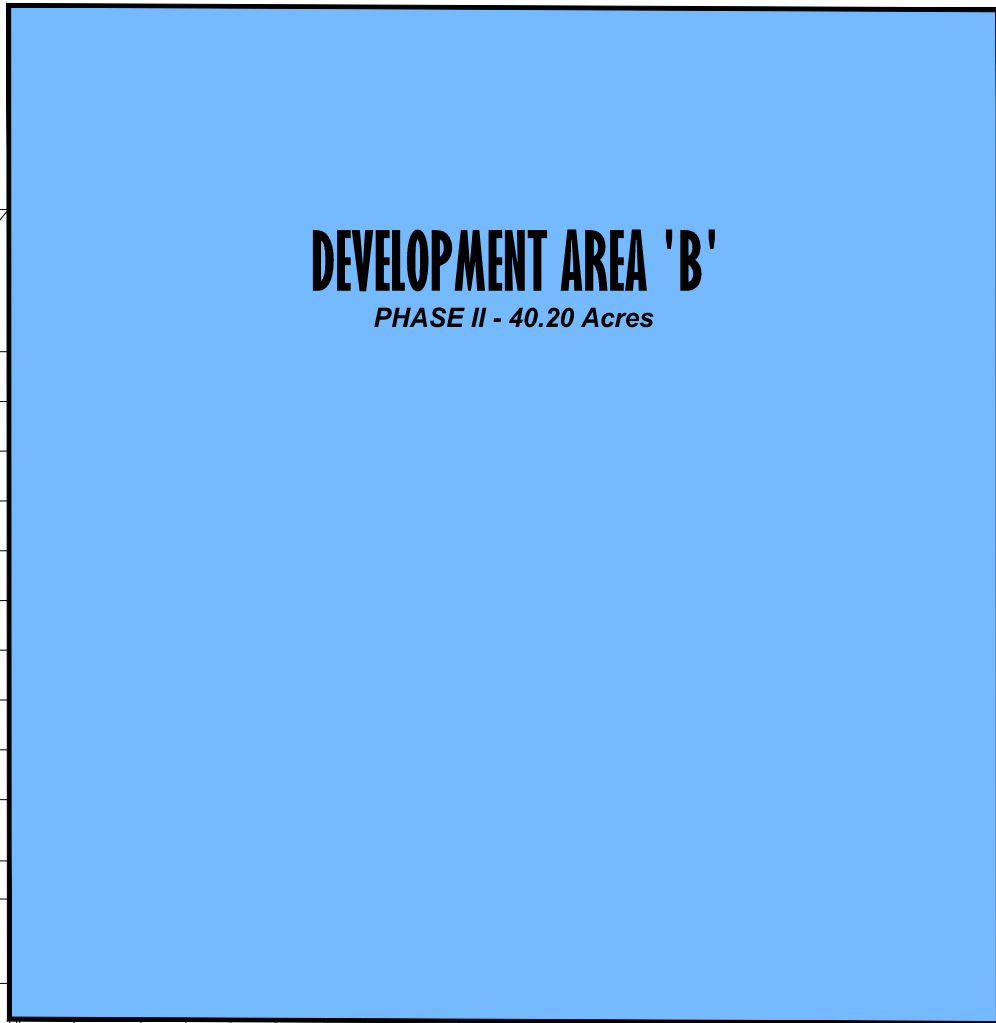
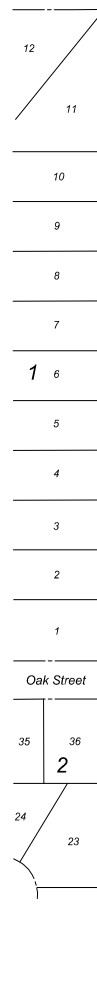
EXHIBIT 'B'

AERIAL PHOTOGRAPHY



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

DATE PREPARED: July 31, 2018



Unplatted
(NOT PART OF THIS APPLICATION)

Unplatted

State Highway 67
(East 151st Street South)



Residential Subdivision
Glenpool, Oklahoma

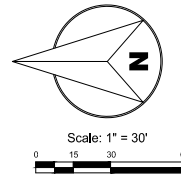


EXHIBIT 'C'

DEVELOPMENT AREAS

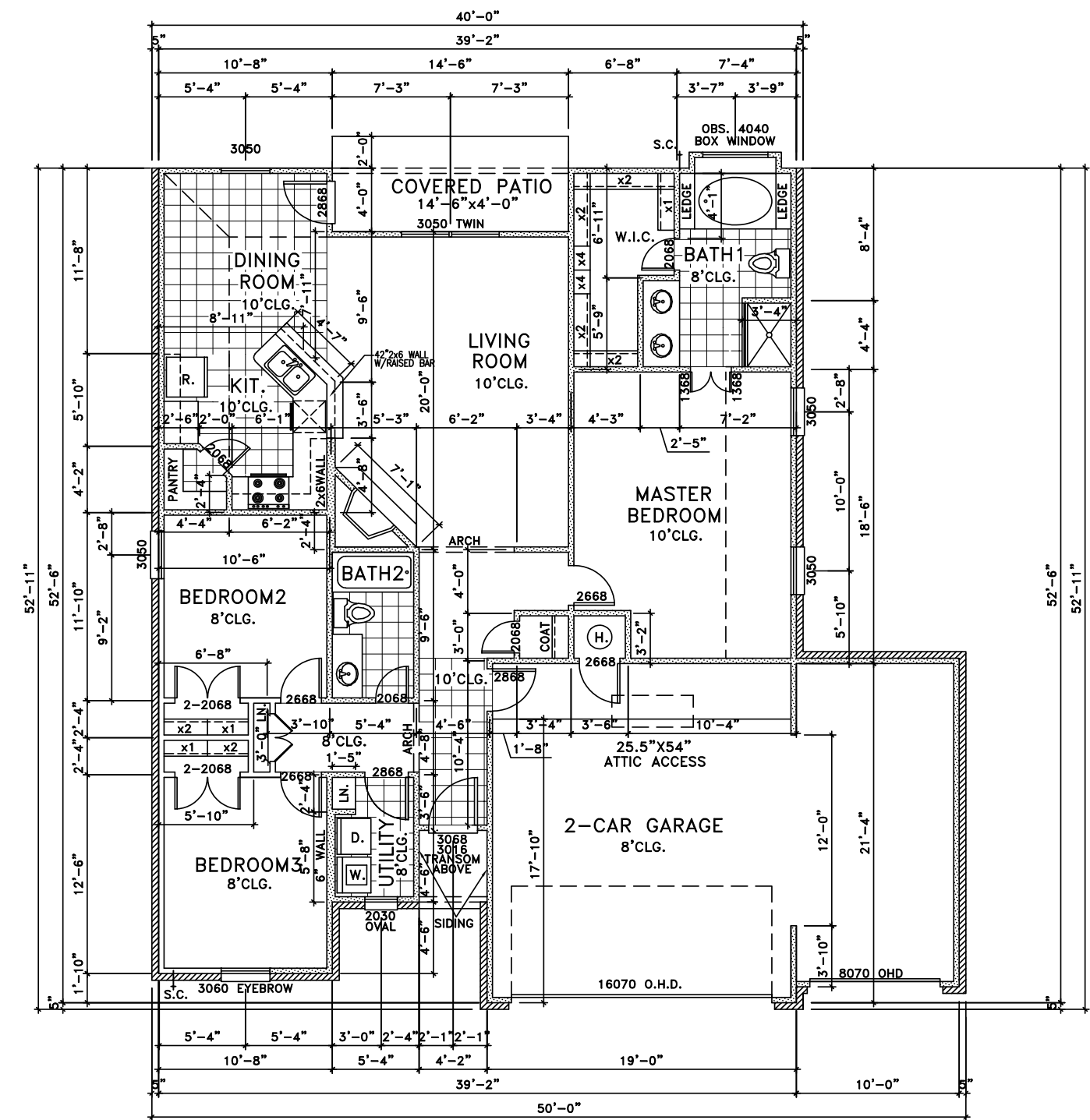
SUMMIT
PROPERTIES, INC.

Select
design
DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

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

DATE PREPARED: August 6, 2016

EXHIBIT D.1



- NOTES:
- 1) ALL ARCHES ARE EYEBROW
 - 2) BOTTOM OF ARCHES FOR 8' CLG. AT 6'-8"
 - 3) BOTTOM OF ARCHES FOR 10' CLG. AT 8'-6"
 - 4) NICHES 42" HIGH AND 42" FROM FLOOR
 - 5) HVAC IN ATTIC
 - 6) SIDING ON BACK OF HOME
 - 7) 1/2 ROOF PITCH
 - 8) STONE CORNERS (4) ON FRONT ELEVATION
 - 9) THREE PENDANT LIGHTS OVER BAR AREA

CONTRACTOR AREA: 1424 S.F.

FLOOR PLAN A

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

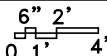
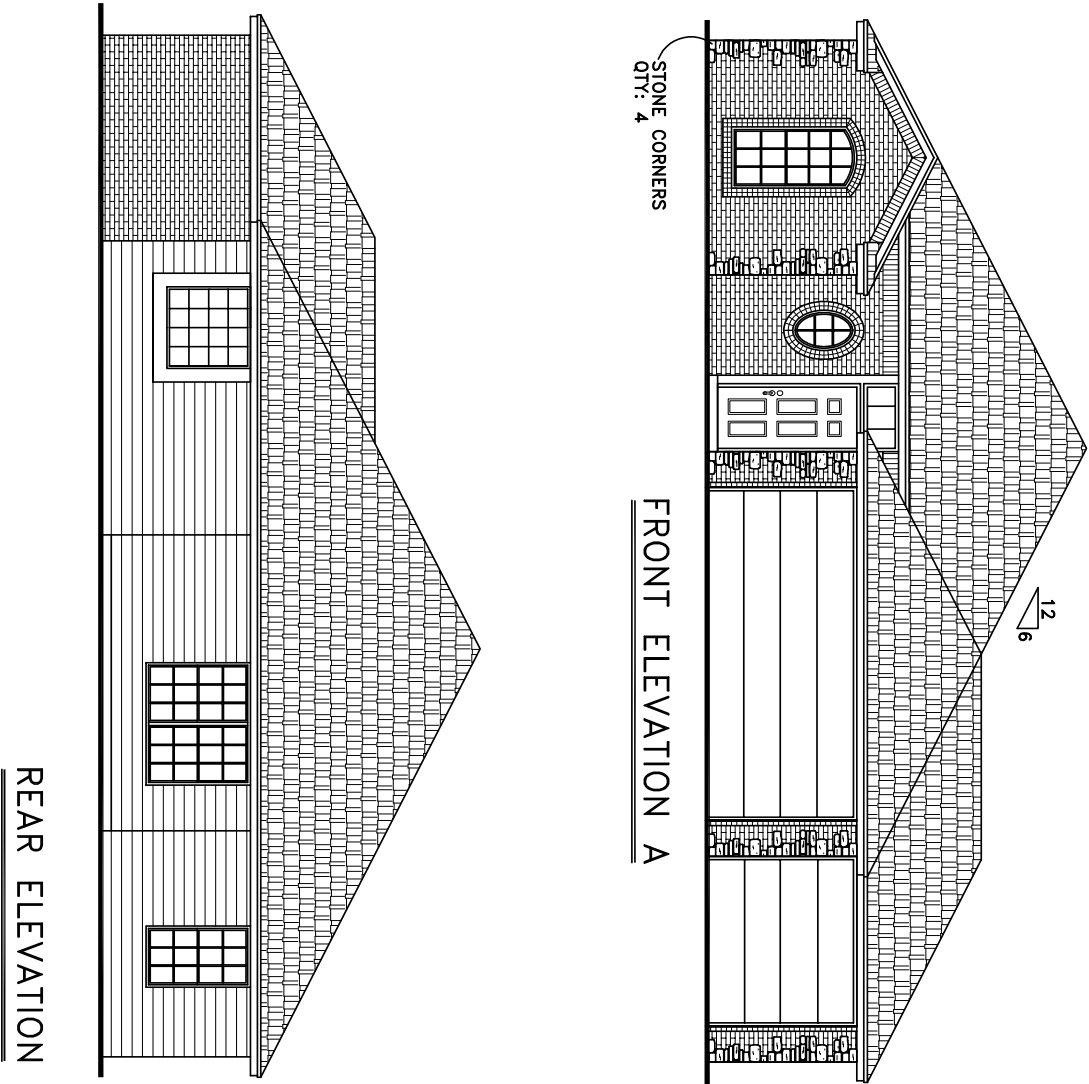
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				1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T7-ADAMS		06/10/2005	08/17/2006		
VENEER: 1532 S.F.	VENEER: 631 S.F.			09/26/2005	01/18/2007		
FRAME: 1488 S.F.	FRAME: 611 S.F.	SCALE: 		A	03/09/2006	07/16/2007	
					03/23/2006	06/05/2008	

EXHIBIT D.2



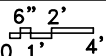
ELEVATION A			
# NO. WINDOW SCHEDULE:			
181	1	2030	OVAL
181	4	3050	
181	1	3050	TWIN
181	1	3060	EYEBROW
181	1	3016	TRANSOM
181	1	4040	(OBSCURED)

NOTE:
ALL WINDOWS ARE SHOWN AS DIVIDED
LIGHT BUT MAY BE OTHERWISE. CHECK
COLOR SHEET FOR CORRECT STYLE.

DOOR SCHEDULE:
3068 6 PAN/EMB SMOOTH
4 9/16 JUMB PEEP
2868 FLUSH/SMOOTH 15 LT
4 9/16 JUMB W/BARS

NOTE:
CHECK THE "HINGE" SIDE
WITH SITE PLAN.

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 HOME CREATIONS		SHEET 2	OF 10	SHEET REVISIONS:					
		PLAN: T7-ADAMS		06/10/2005					
DWELLING AREA:	GARAGE AREA:	SCALE: 		A					
VENEER: 1532 S.F.	VENEER: 631 S.F.								
FRAME: 1488 S.F.	FRAME: 611 S.F.								

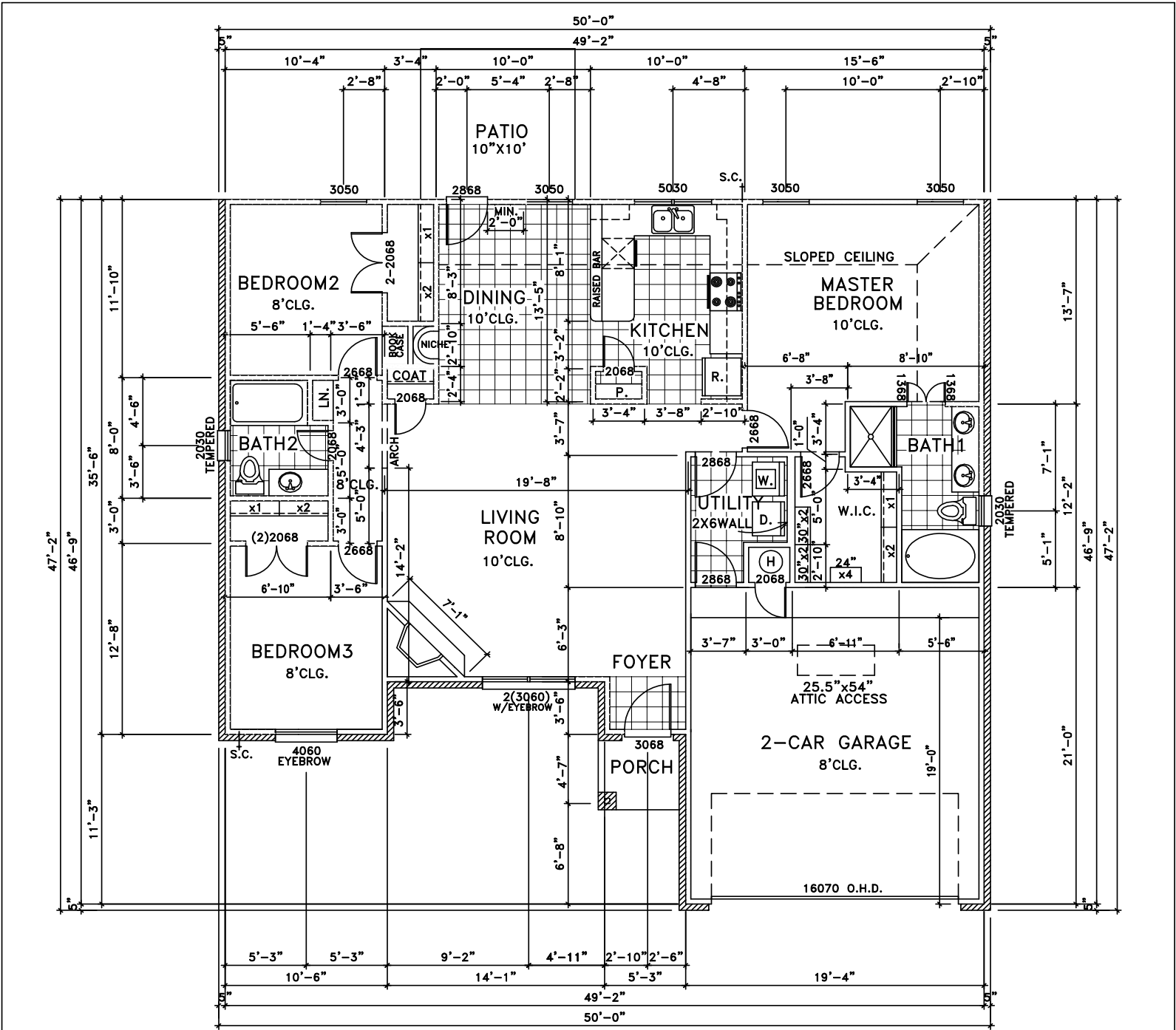


EXHIBIT D.3



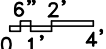
FRONT ELEVATION A

- 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			

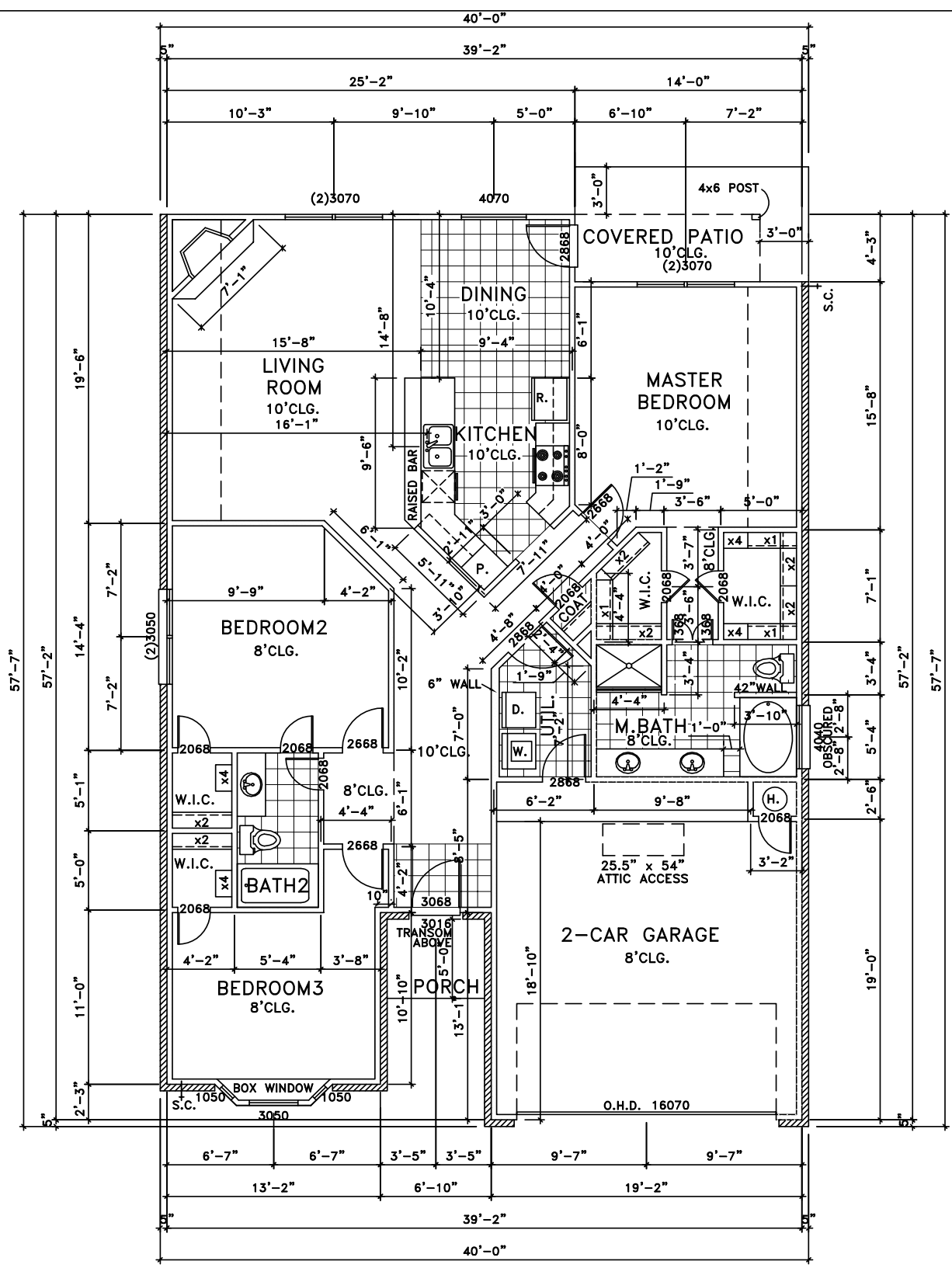


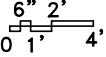
EXHIBIT D.4



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: 1592 S.F.
FLOOR PLAN
1995,1999 © COPYRIGHT HOME CREATIONS, INC.

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

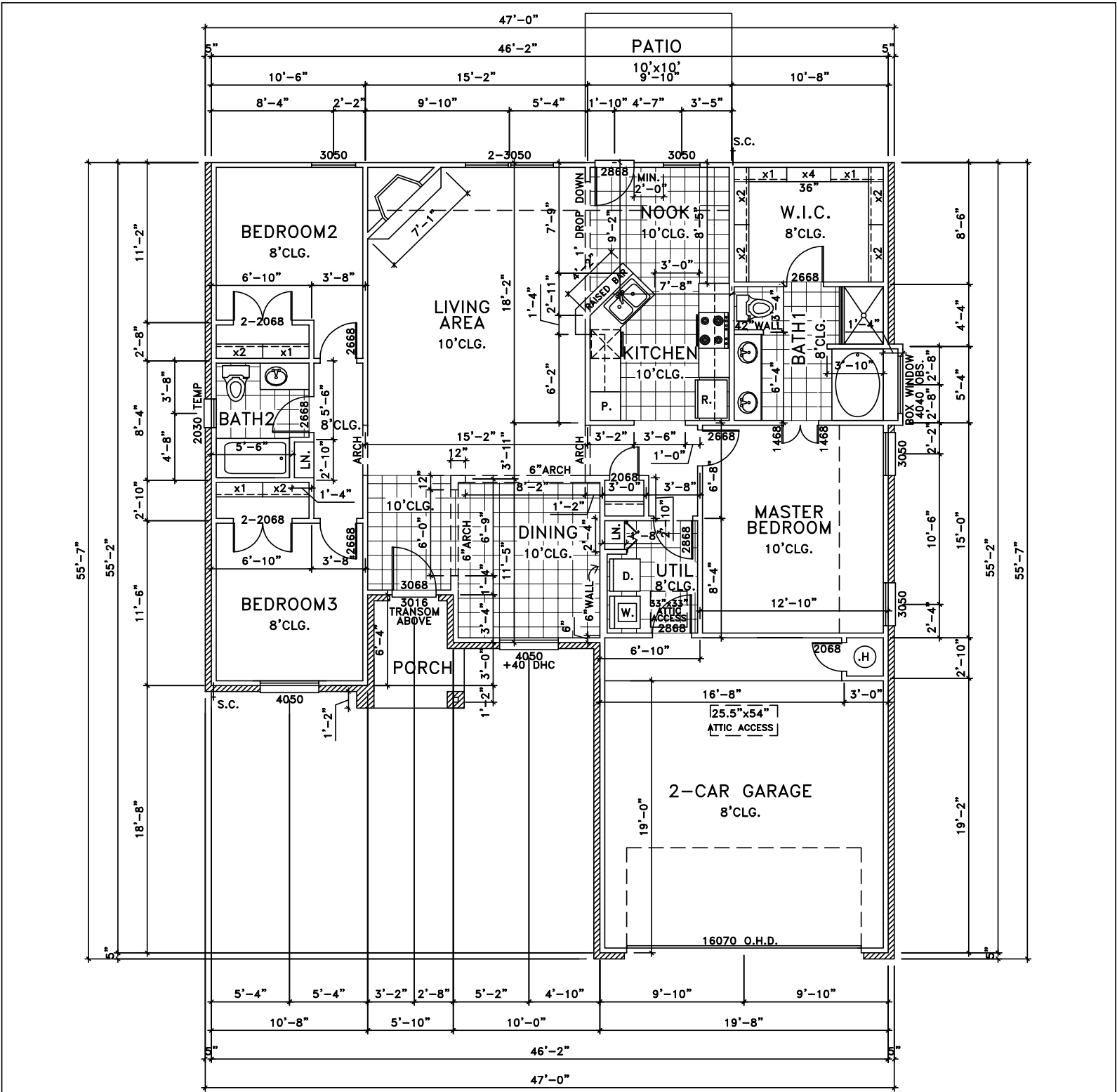


EXHIBIT D.5



FRONT ELEVATION A

RANDOM
STAGGERED
STONE CORNERS

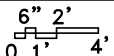
FLOOR PLAN NOTES:

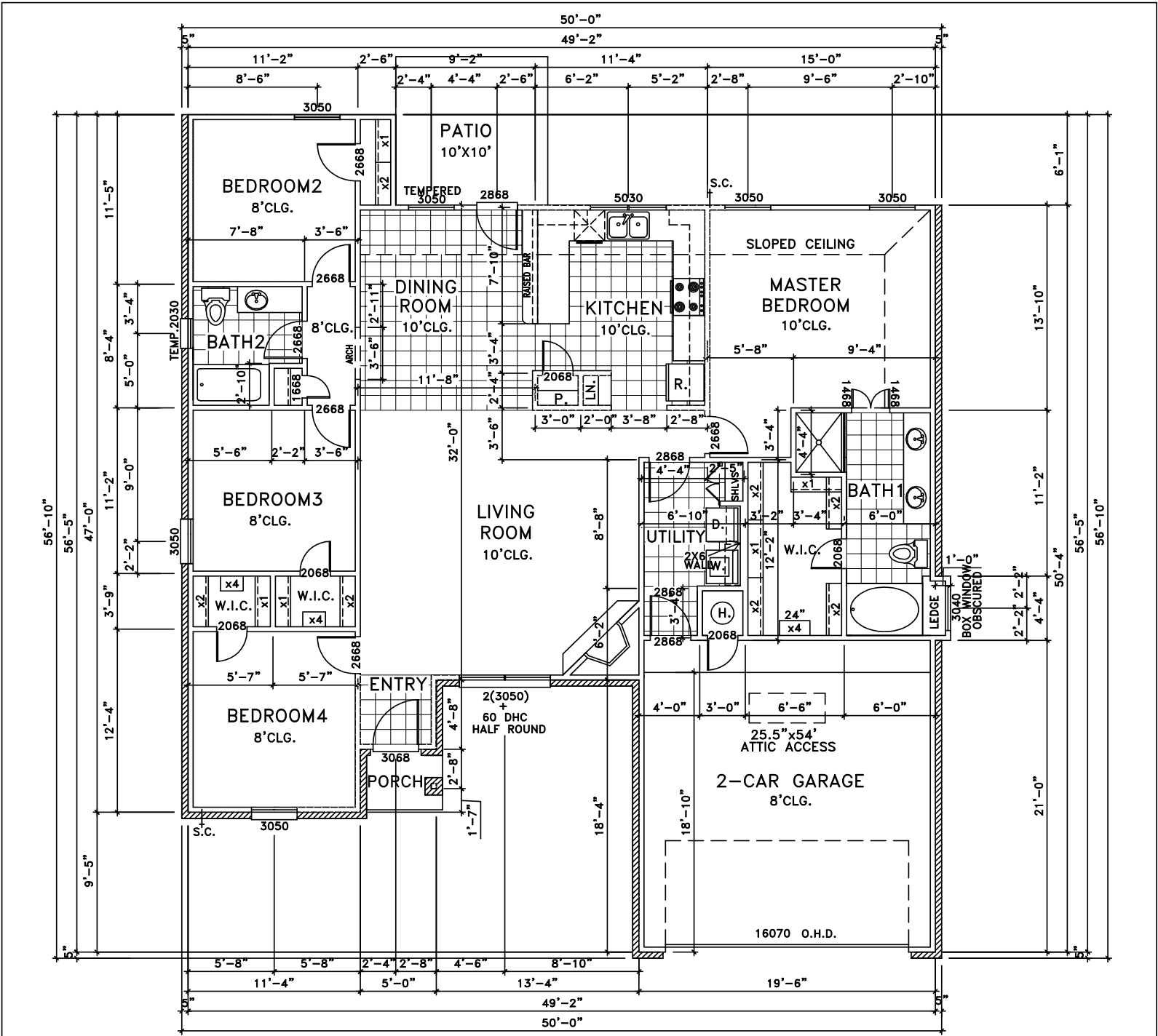
- 1) HVAC IN ATTIC
- 2) 1/2 ROOF PITCH
- 3) STONE CORNERS (3) ON FRONT OF HOME
- 4) SIDING ON BACK OF HOME
- 5) TWO PENDANT LIGHTS OVER BAR AREA

CONTRACTOR AREA: 1495 S.F.

FLOOR PLAN A

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 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	
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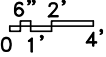


CONTRACTOR AREA: 1643 S.F.

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			

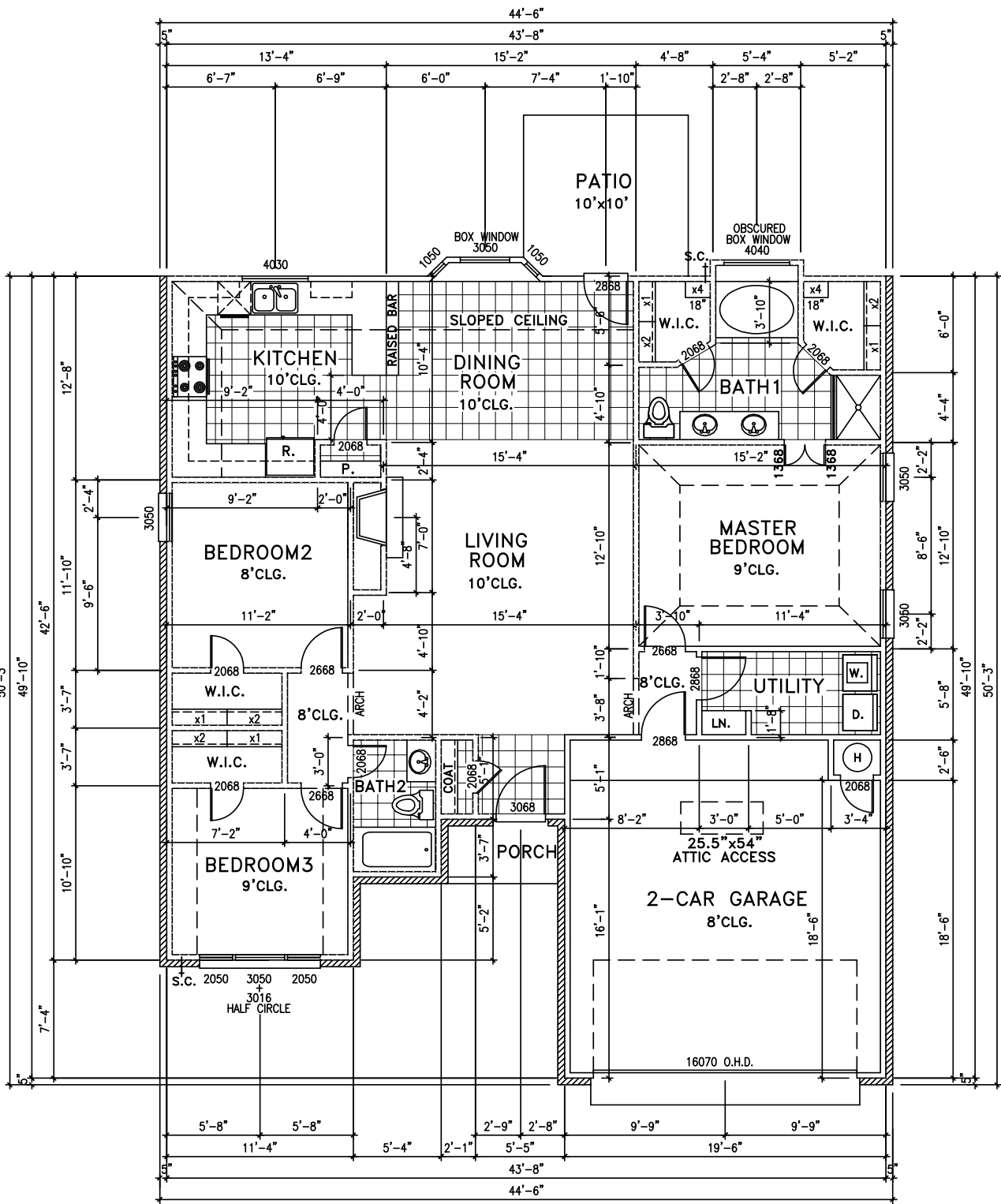
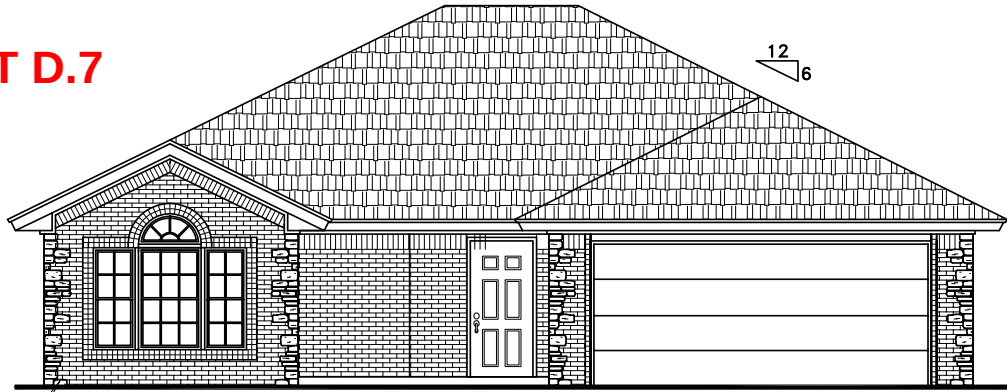


EXHIBIT D.7



RANDOM
STAGGERED
STONE CORNERS

FRONT ELEVATION A

CONTRACTOR AREA: 1441 S.F.
FLOOR PLAN

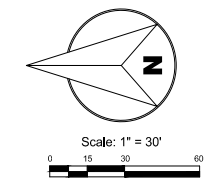
- FLOOR PLAN NOTES:
- 1)ALL ARCHES ARE EYEBROW
 - 2)BOTTOM OF ARCHES AT 6'-8"
 - 3)NICHES 42" HIGH AND 42" FROM FLOOR
 - 4)SIDING ON BACK OF HOME
 - 5)6-12 ROOF PITCH

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		

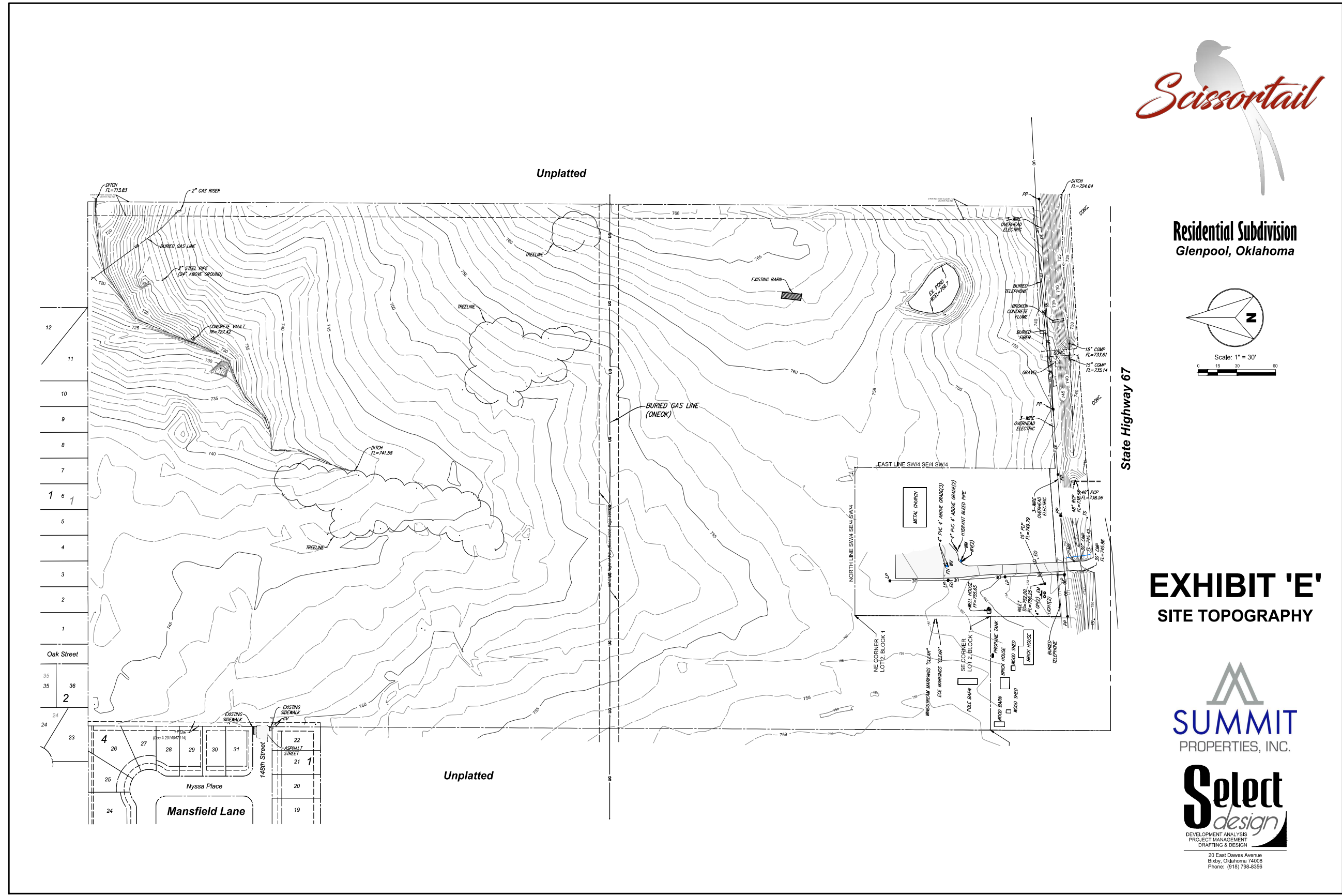


Residential Subdivision
Glenpool, Oklahoma



State Highway 67

EXHIBIT 'E'
SITE TOPOGRAPHY



DATE PREPARED: July 31, 2018



Residential Subdivision
Glenpool, Oklahoma

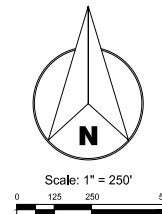
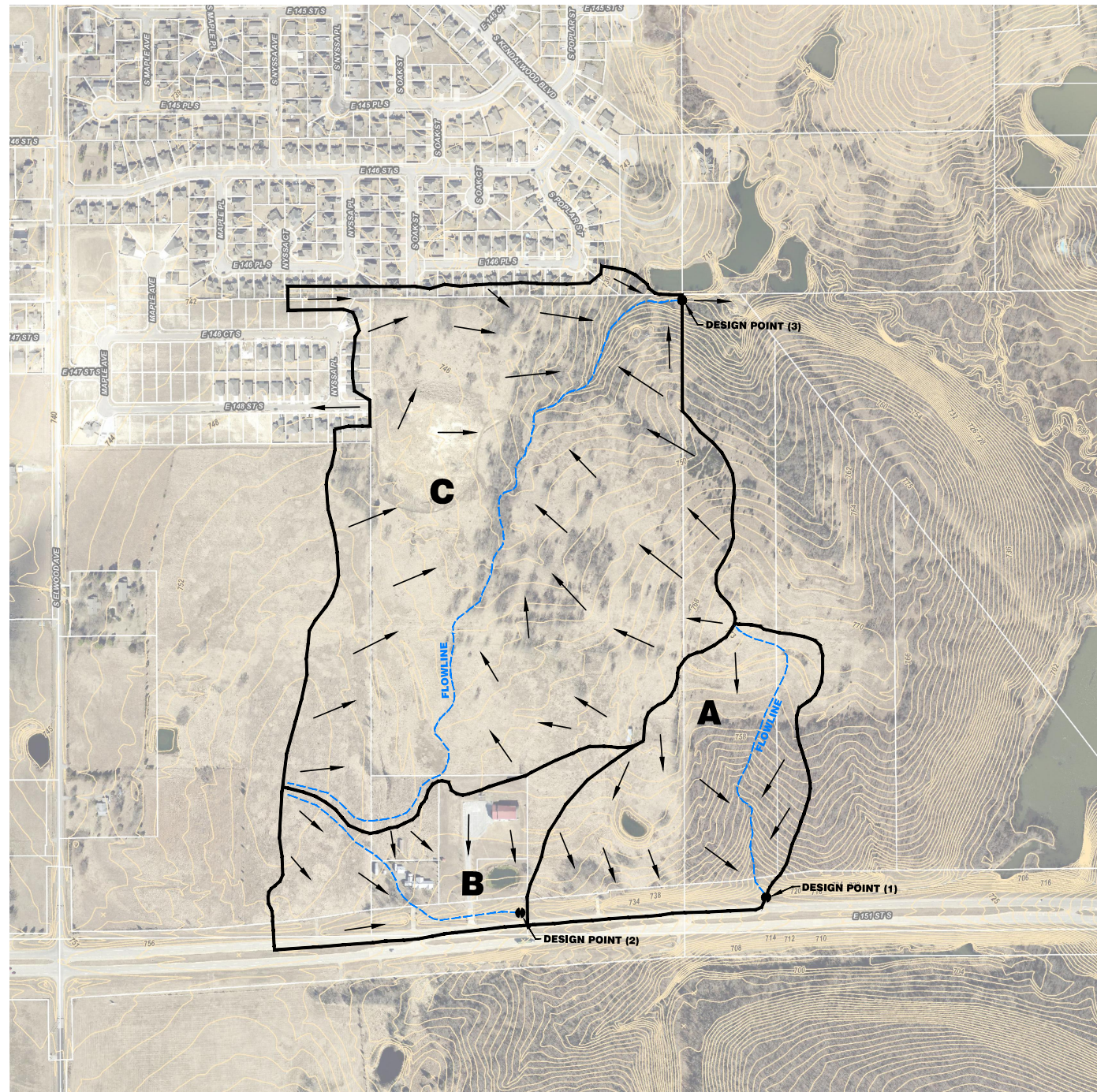


EXHIBIT 'F.1'

PRE-DEVELOPMENT
DRAINAGE AREAS



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



DATE PREPARED: July 31, 2018



Residential Subdivision
Glenpool, Oklahoma

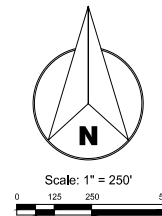
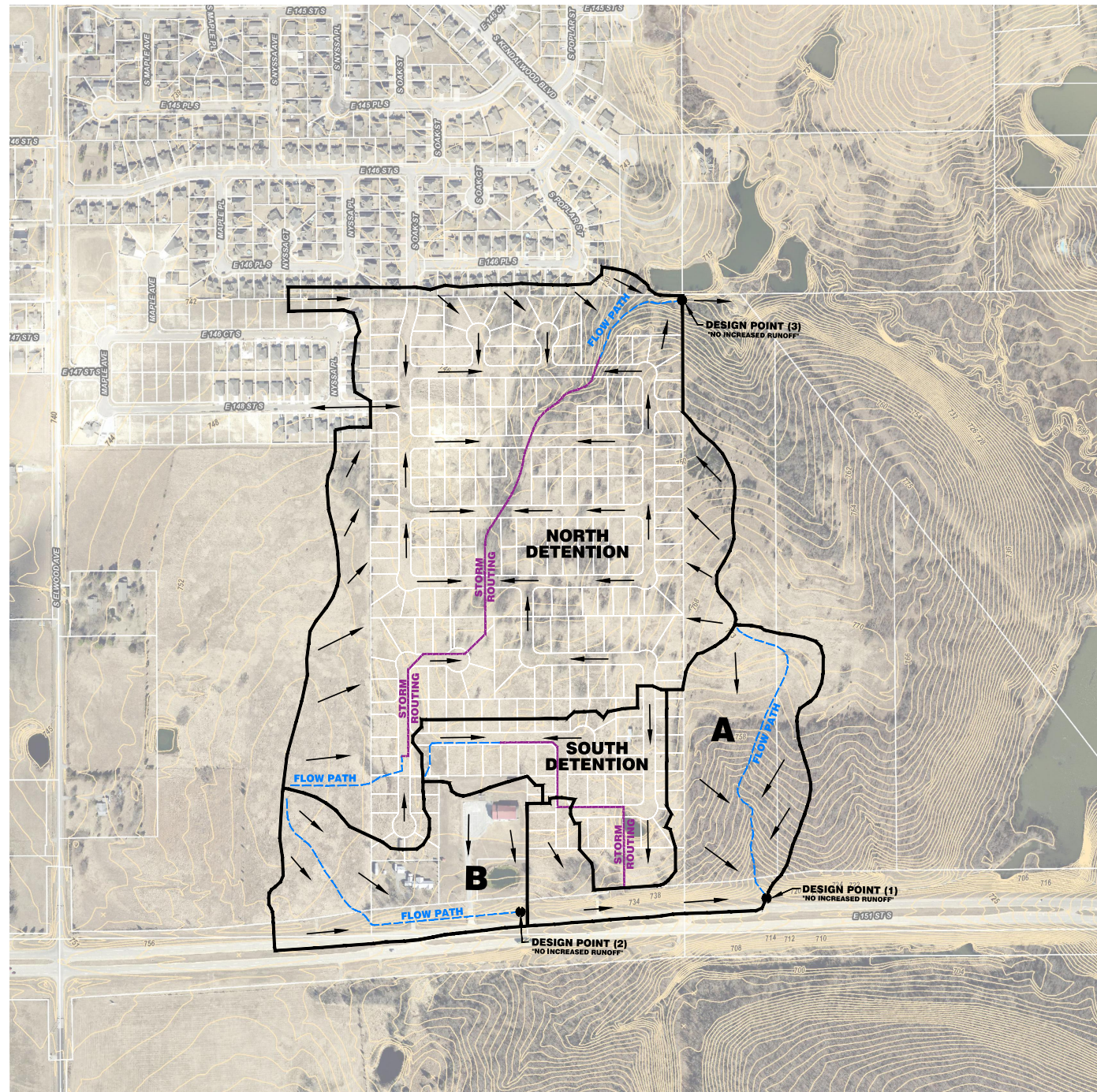


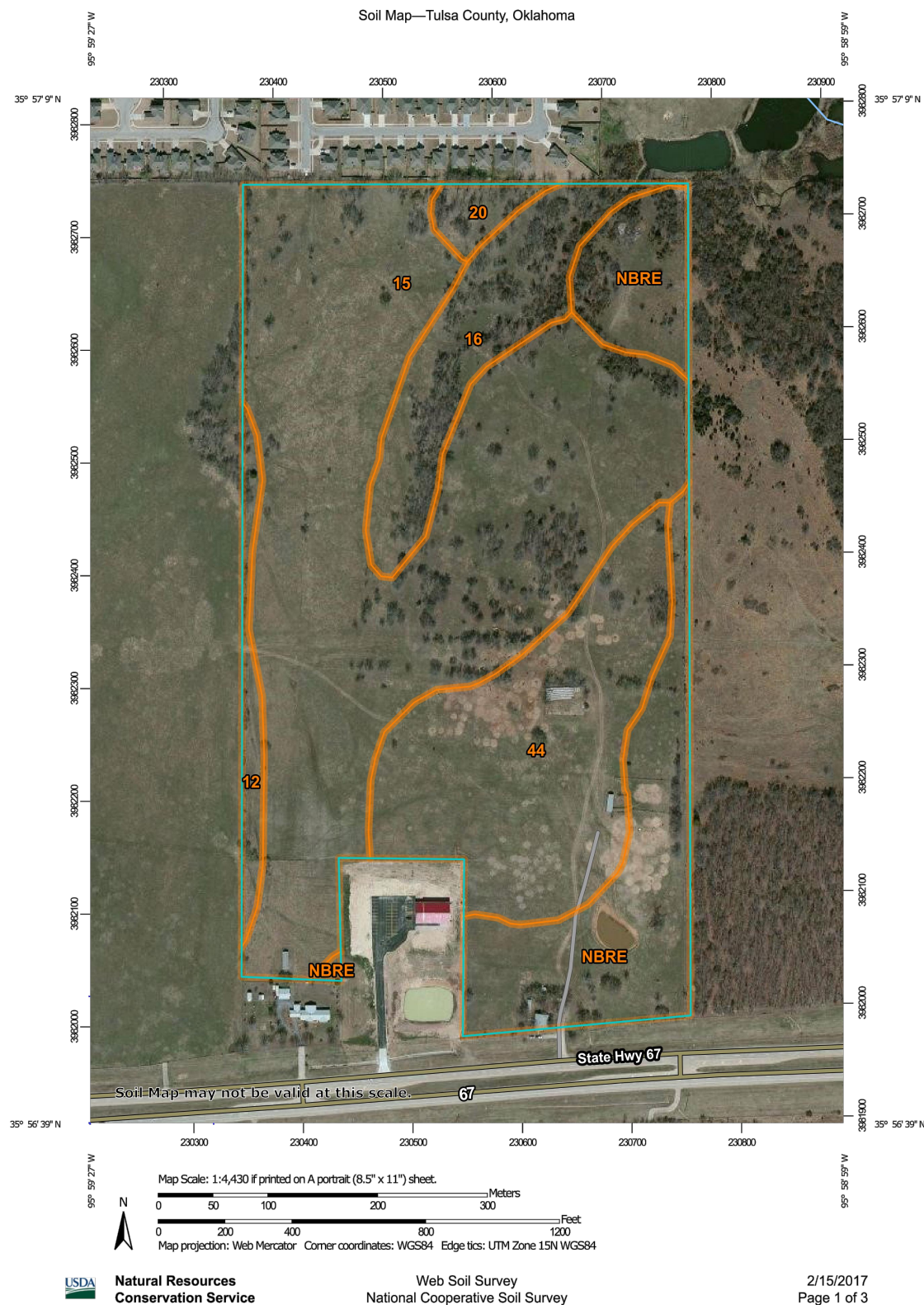
EXHIBIT 'F.2'
POST-DEVELOPMENT
DRAINAGE AREAS



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



DATE PREPARED: July 31, 2018



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 'G'
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:

DEVELOPMENT AREA 'A' – PHASE I

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

EXHIBIT 'H' - COVENANTS

(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.

AND

DEVELOPMENT AREA 'B' – PHASE II

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.

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

EXHIBIT 'H' - COVENANTS

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 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 **and/or private** water mains, **public** sanitary sewer mains and **public** storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public **and/or private** water main, public sanitary sewer main or **public** storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of **1 foot** 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.

EXHIBIT 'H' - COVENANTS

3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of 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.
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 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.
6. Creek County Rural Water District (RWD) No. 2, shall be responsible for ordinary maintenance of its facilities, but the owner of each lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. RWD No.2 shall have the right of access with its equipment to all easement ways shown on the plat for installing, maintaining, removing or replacing any portion of its underground water line facilities. The foregoing covenants concerning water line facilities shall be enforceable by Creek County Rural Water District (RWD) No. 2 and the owner of each lot agrees to be bound hereby.
7. Water service: Potable water and irrigation shall be purchased from Creek County Rural Water District (RWD) No. 2, or its assignees.

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:
 - 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.

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

DEVELOPMENT AREA 'A' (PHASE I)

Minimum lot width: 75 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.

EXHIBIT 'H' - COVENANTS

Minimum Rear Yard Setback: 20 feet

Permitted Use: Single-family dwelling

DEVELOPMENT AREA 'B' (PHASE II)

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. **Furthermore, the Homeowners' Association shall require the Architectural Review Committee to submit dwelling floor area information with each building permit and shall maintain an ongoing count of dwelling floor area percentage ratios in accordance with the "Dwelling Floor Area**

EXHIBIT 'H' - COVENANTS

Restrictions" set forth in Planned Unit Development No. 39. 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 IV 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.

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.

EXHIBIT 'H' - COVENANTS

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.

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.

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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.

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.

EXHIBIT 'H' - COVENANTS

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 with the following standards prior to a Certificate of Occupancy is issued by the City of Glenpool:

- (1) - 1.5" dia. Tree (Maple, Oak, or Redbud) or approved equal
- (2) - 5 gal. Crepe Myrtles or approved equal
- (3) - 3 gal. Boxwoods or approved equal
- 250 SF (min.) – mulched planter beds w/ 2" min. mulch depth & steel edging

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 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

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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.

ORDINANCE NO. 754

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GLENPOOL, PURSUANT TO THE REQUIREMENTS OF THE ZONING CODE OF THE CITY OF GLENPOOL AS ADOPTED BY ORDINANCE NO. 746 ON NOVEMBER 14, 2017, AND CODIFIED AS TITLE 11, ZONING REGULATIONS, IN THE 2013 CITY CODE OF GLENPOOL (THE "ZONING CODE"), BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AG (AGRICULTURAL DISTRICT) AND RS-3 (RESIDENTIAL SINGLE FAMILY HIGH DENSITY) TO PLANNED UNIT DEVELOPMENT (PUD), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION NO. PUD 39 , AFTER DULY NOTICED PUBLIC HEARING ON JULY 24, 2018; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

FINDINGS OF THE CITY COUNCIL:

WHEREAS, Residential Planned Unit Development ("PUD") is treated under the Zoning Code as a distinct zoning classification that combines the zoning, subdivision, and site plan processes in a manner that benefits the City by creating community character and benefits the developer by expanding development options and flexibility, and reducing uncertainty; and

WHEREAS, Residential PUD is an alternative form to standard residential development that may include a mix of standard or non-standard housing types, densities, and land uses, subject to the requirements of a PUD zoning district approved by ordinance of the City Council; and

WHEREAS, To obtain approval of Application No. PUD 39, the applicant has submitted a site development plan, concept plan, preliminary plat, parks and recreation schematic plans, amenity plans, building design elevations, a written narrative describing the development standards proposed to govern the PUD, and other documents to demonstrate that the development, if approved, will be of a higher quality than a standard development and will yield substantial community benefits as required by Sections 11-9-9, 11-9-10, and 11-9-11 of the Zoning Code; and

WHEREAS, The subject property is designated as within Special District 4, 151st Street South (SH-67) extending from 33rd West Avenue and continuing eastward to Lewis Avenue (re-designated the SH-67 Corridor) and the developer is proposing a planned community comprised of single family residential uses, to be separated from SH-67 by unplatted property which may be developable for Commercial General or Commercial Shopping use in the future as contemplated by the updated 2030 Comprehensive Plan, approved by Resolution of the City Council No. 17013 on November 14, 2017; and

WHEREAS, the updated 2030 Comprehensive Plan envisions the property that is the subject of Application No. PUD 39, as well as abutting properties to the east of the subject property, as part of a "future land use and character designation" described as Suburban Residential, "where suburban character is established and preserved," and advises that RS-1 (Residential

Single-Family Low Density District) is the aspirational, recommended zoning district for properties in such Suburban Residential designated areas on the Comprehensive Plan Map; and

WHEREAS, the updated 2030 Comprehensive Plan anticipates that the “Official Zoning Map can properly vary from the 2030 PLAN [text] in that the Zoning Map recognizes short-range on-the-ground conditions, whereas the 2030 PLAN recognizes long-range directions and aspirations” and explicitly notes that the “Planning Commission and City Council recognize that there will be times when it may be desirable to take action that is not in accordance with the 2030 PLAN [text] based on changes in development patterns and physical facts that have occurred since adoption” on November 14, 2017; and

WHEREAS, 26.97 acres of the Final Development Plan, now incorporated into the 29.13 acre Development Area “A” (Phase I) of the proposed PUD 39, was the subject of a previous zone change application, Case No. GZ-266, and the change of zone from AG (Agricultural District) to RS-3 (Residential Single-Family High Density District) was approved by Ordinance No. 749 on January 8, 2018; and

WHEREAS, such previously approved RS-3 zoning renders said Development Area “A” (Phase I) of the proposed PUD 39, developable as RS-3 by the applicant as a matter of right and, likewise, not developable as RS-1 (Residential Single-Family Low Density District); and

WHEREAS, PUD 39 represents a superior use of the balance of 40.20 acres situated in proposed Development Area “B” (Phase II) as compared to either of RS-3 without the amenities of the proposed PUD 39 or RS-1 which, notwithstanding the Suburban Residential character designation, does not “ensure [that] the land use [will be] situated and designed to match – and not conflict with – the area character” which, as of now, is situated between an RS-3 to the north and south and the discontinued RS-4 to the west (neither one of which conform to the current Zoning Code); and

WHEREAS, the zoning designation PUD is also explicitly recognized by the updated Comprehensive Plan and the corresponding, recently amended Zoning Code, as appropriate in the Suburban Residential character designation for the purpose of “achieving a development outcome that is superior to that possible through general zoning districts;” and

WHEREAS, the applicant of Application No. PUD 39 has complied with all procedural and substantive requirements of the Zoning Code for the submission of a PUD; and

WHEREAS, Application No. PUD 39, with a Preliminary Development Plan submission dated April 19, 2018, was first reviewed by the City of Glenpool Planning Commission at a public hearing on May 14, 2018, and was recommended to the City Council for approval with conditions; and

WHEREAS, Application No. PUD 39, with the Preliminary Development Plan dated April 19, 2018, as amended in accordance with comments made at the May 14, 2018, Planning Commission public hearing, was reviewed and approved by the City Council, following a second public hearing, together with amendments recommended by the Planning Commission, on July 23, 2018; and

WHEREAS, Application No. PUD 39, with the Final Development Plan dated April 19, 2018, as amended in accordance with comments made at the May 14, 2018, Planning Commission

public hearing and the July 23, 2018, City Council public hearing, was reviewed by the City of Glenpool Planning Commission at a third public hearing on July 24, 2018, and was recommended to the City Council, for approval with additional conditions; and

WHEREAS, Application No. PUD 39, with the Final Development Plan dated August 1, 2018, including cumulative changes made in accordance with the comments of the public, staff and, respectively, the Planning Commission and City Council, was reviewed and approved by the City Council, following a fourth public hearing on August 20, 2018; and

WHEREAS, Application No. PUD 39 has undergone rigorous staff review and four contentious public hearings, the result of which has led to the conclusion of the City Council that PUD 39 is the highest and best use of the subject property and is most compatible with the spirit and intent of the 2030 Comprehensive Plan; and

WHEREAS, upon City Council approval of Application No. PUD 39, said PUD shall be established by this Ordinance No. 754 and all of the "Final Form" plans and narrative submitted with the Final Development Plan shall be incorporated by reference into said Ordinance to govern the development of the PUD and a final plat and all related agreements shall be executed and shall be recorded by the County Clerk of Tulsa County.

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

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

Legal Description of Development Area "A" (Phase I)

A TRACT OF LAND THAT IS 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.

BEING 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.

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

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

AND

Legal Description of Development Area "B" (Phase II)

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.

General Location: Approximately ¼ mile to the east of the northeast corner of 151st Street South (SH-67) and Elwood Avenue.

Shall be amended as to Development Area "A" (Phase I), 29.13 acres from RS-3 (Residential Single-Family High Density District) to Planned Unit Development (PUD 39), subject to all applicable Planned Unit Development zoning and subdivision regulations;

AND

Shall be amended as to Development Area "B" (Phase II), 40.20 acres from AG (Agricultural District) and RS-3 (Residential Single-Family High Density District) to Planned Unit Development (PUD 39), subject to all applicable Planned Unit Development zoning and subdivision regulations.

SECTION 2: That all of the "Final Form" development plans and narrative submitted with the Final Development Plan shall be, and hereby are, incorporated by reference into this Ordinance No. 754 to govern the development of the Planned Unit Development No. PUD 39 and a final plat and all related agreements and documents shall be executed and shall be recorded by the County Clerk of Tulsa County.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of August 2018.

Timothy Lee Fox, Mayor

Attest:

Wendy Knight, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: August 13, 2018

Re: Glenpool Public Schools SRO Agreement

Background:

Glenpool Public Schools has contracted with the City in previous fiscal years to reimburse a portion of the salary and benefits for a police officer in exchange for allowing an officer to work in the school as a School Resource Officer. Last year the school paid the City \$37,000.00 for these services. As we began preparing our budgets for this fiscal year Jerry Olansen, GPS Superintendent, and I agreed to seek approval from our respective boards for the addition of one more SRO to the contract. This amount was added to our budget and approved by Council. The School Board also agreed to increase their budget for this position. The SRO Agreement before you was approved by the School Board at their meeting on Monday, August 13, 2018, and includes provisions for the City to send two School Resource Officers to Glenpool Public Schools for \$74,000.00 to partially cover the salaries and benefits of the two officers.

Staff Recommendation:

Staff recommends approval of the School Resource Officer Agreement with Glenpool Public Schools.

Attachments:

- Glenpool School District School Resource Officer Agreement

**CITY OF GLENPOOL AND GLENPOOL SCHOOL DISTRICT SCHOOL RESOURCE
OFFICER AGREEMENT, INCLUDING DRUG DOG SERVICES (AS AVAILABLE)**

This Agreement ("Agreement") is made and entered as of the _____ day of August 2018, between Independent School District No. 13 of Tulsa County, Oklahoma (the "Glenpool School District") and the City of Glenpool ("City").

WHEREAS, the Glenpool School District and the City desire to enter into an agreement for the funding of two (2) City police officers to serve as school resource officers ("SRO") for the Glenpool School District for the 2018-2019 academic year; and

WHEREAS, the Glenpool School District also desires to obtain drug dog services so that drug dog searches may be performed on Glenpool School District property; and

WHEREAS, the City desires to provide drug dog services, through one or more mutual aid agreements, to the Glenpool School District to the fullest feasible extent, pursuant to the terms of this Agreement and in accordance with current developments in the laws and cases interpreting the Fourth Amendment to the United States Constitution pertaining to search and seizure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the Glenpool School District and the City agree as follows:

A. Consideration for the Agreement

1. The Glenpool School District acknowledges its obligation to fund up to one-half of the currently paid salary and all related employee benefits of two (2) SROs for any given academic year in which an SRO is assigned to the duties set forth in this Agreement. For the Glenpool officers designated as SROs for academic year 2018-2019, one-half support equals \$79,188.00.
2. For the academic year 2018-2019, and subject to the terms and conditions of this Section A., the Glenpool School District agrees to pay, and the City agrees to receive as sufficient consideration for providing two (2) SROs to the Glenpool School District and undertaking the obligations of this Agreement, the amount of Seventy-Four Thousand and No/100 Dollars (\$74,000.00).
3. The Glenpool School District and the City acknowledge that this amount is less than one-half of the costs for two (2) SRO salaries and related employee benefits

and agree, over the course of future agreements, if any, to advance toward the goal of both parties paying one-half of those costs.

4. The City agrees to invoice the Glenpool School District from the City Treasurer's Office. One-half of the total billing for the academic year (i.e. Thirty-Seven Thousand and No/100 Dollars (\$37,000.00)) shall be paid by the Glenpool School District no later than January 15, 2019, with the balance due no later than June 30, 2019.
5. The City agrees to administer all payroll functions with respect to payment of the SRO.

B. Qualifications and Duties of SRO

1. The City, through the Glenpool Police Department, will screen any officer to be used as an SRO in the program and will be responsible for assuring his or her qualifications and training, as set forth in Section 8.2.
2. The City agrees to provide such basic training as may be needed for the SRO without further charge to the Glenpool School District.
3. The SRO's duties will include:
 - a. Enforcing the laws of the State of Oklahoma and ordinances of the City of Glenpool while on school property;
 - b. Serving as an advisor to the Glenpool School District on issues of law enforcement;
 - c. Serving as a liaison to other support agencies, including the Glenpool Municipal Court, as appropriate within the scope of the SRO's duties;
 - d. Subject only to informal agreement among the assigned SRO, the Glenpool Police Department and the Glenpool School District regarding frequency, schedule and subject matter, serving as an instructor to the Glenpool School District staff and students on law- related issues;
 - e. Subject to separate, written agreement regarding frequency, schedule and scope of any proposed search, serving as liaison to any agency or police department that agrees to provide K-9 Unit services pursuant to this Agreement; and
 - f. Subject to availability and scheduling, providing traffic control assistance on Warrior Road to facilitate better traffic flow during peak traffic hours.

C. Dog Search/K-9 Provisions

1. Drug dog services will be coordinated and facilitated by the Glenpool Police

Department, depending upon the availability of K-9 Unit services (including dog and handler) through one or more interagency mutual aid agreement(s).

2. Drug dog searches will be coordinated and facilitated by the Glenpool Police Department on dates to be agreed upon by the parties and set in writing by the Superintendent and/or Site Administrator in conjunction with the Glenpool Police Department. It is essential that dates, the frequency of visits and the scope/purpose of the search for scheduled searches be agreed upon in writing in advance. In addition to scheduled searches, and dependent upon canine availability, emergency drug dog searches may be provided by the Glenpool Police Department upon sufficient notice from the Superintendent and/or Site Administrator.
3. The only additional cost to the Glenpool School District for such drug dog services as may be provided by the City, over the consideration amount provided by Section A above, is any actual cost incurred by the City for the provision of such services. It is anticipated, but not promised, that there will be no additional charge for drug dog services. If any instance of providing the services of a K-9 Unit will result in an additional charge, the City agrees to notify the Glenpool School District of such charge as part of negotiating the supplemental agreement referenced in subsection C.2., thereby giving the School District the opportunity to decline such services.
4. Except under exigent circumstances, each sniff search involving a drug dog shall last no longer than one hour and shall include all school property identified by the Superintendent and/or Site Administrator to be searched. Areas may include, but are not limited to, locker areas, restrooms, classrooms, parking areas, schoolyards and any other areas where prohibited substances could be stored, hidden, placed or found.
5. The drug dog shall sniff areas and not individual persons. However, if the drug dog alerts on an individual person, an appropriate Glenpool School District administrator will immediately be notified for a possible follow-up search based upon reasonable suspicion.
6. Any drug dog involved in a sniff search that is used to provide services under this Agreement must conform to the following requirements:
 - a. The drug dog and the K-9 handler of the dog used must be properly certified under Oklahoma State law.
 - b. The drug dog will be handled only by a qualified K-9 handler with which the drug dog has been certified.
 - c. The K-9 handler must maintain proper training and working logs for the drug dog.

- d. The drug dog must be experienced and shown reliable in alerting on prohibited substances.
 - e. The K-9 handler of the drug dog must be experienced and shown reliable in recognizing alerts by the drug dog the handler is handling.
 - f. The drug dog must be trained using actual prohibited drugs and not using "pseudo drugs."
 - g. The drug dog must be trained to alert on at least the following prohibited substances: Marijuana, cocaine, heroin, methamphetamines, and by-products of the listed substances.
 - h. The Glenpool School District shall identify the City of Glenpool as an additional insured on its general liability insurance, shall provide the City a copy of the declaration page verifying such addition and, to the extent allowed by law, shall waive any claim for liability against the City for any damage to property that may occur during the course of a search authorized by this provision, regardless of whether such damage shall be allegedly or actually caused by the drug dog engaged in the search .
7. The following is a chronology of steps that shall be followed during a routine (non-emergency) authorized drug dog search:
- a. The School Superintendent or Site Administrator will negotiate a schedule of one or more drug dog searches with the Glenpool Police Department as part of the written agreement referenced in Section C.2.
 - b. Glenpool Police Department will, when fully possible, ensure that a certified dog is available through one or more mutual aid agreements to provide the trained and certified K-9 Unit and will oversee the search.
 - c. If no certified drug dog is available on a date scheduled for a drug search, the Glenpool Police Department will arrange an alternative date or dates until a dog has been made available and a search is performed. .
 - d. If there is no positive alert, the search shall be terminated. If there is a positive alert from the K-9 Unit, the SRO and/or school officials shall proceed with the next steps.
 - e. A positive alert establishes probable cause for the police officer conducting the search and meets the reasonable suspicion standard applicable to a school official to authorize a search of the student.
 - f. A duly authorized school official shall then conduct a warrantless search of any property or student as to which the dog alerted, in accordance with school board policy and any applicable law, and shall accept all liability for such compliance
 - g. The student, if contraband is found, will be subject to normal school

disciplinary procedures as well as such criminal action as municipal, state or federal law may permit or require.

- h. The police officer conducting the search will seize the contraband for destruction or to be retained as evidence, as applicable.
 - i. If a duly authorized school official requests criminal prosecution of the offending student, the
 - j. Glenpool Police Department will forward all investigative reports to the office of the City Prosecutor and/or the Tulsa County District Attorney's office, depending upon the nature and quantity of the contraband or aggravating circumstances. In this event, the contraband will always be retained as evidence.
8. A written report will be provided by the SRO to the Glenpool School District after each search giving the details of the search and its results. In addition, if the Glenpool School District is involved in any type of legal, administrative or other proceeding, including, but not limited to, administrative hearings, due process hearings, mediations, arbitrations or litigation involving a search performed pursuant to this Agreement, the City agrees to cooperate voluntarily with the Glenpool School District, free of charge, including, but not limited to, providing documents, testimony or affidavits from the SRO or any other employees of the City, as needed and appropriate.

D. Miscellaneous Provisions:

- 1. This Agreement is for the 2018-2019 academic year only and will expire by its terms on June 30, 2019.
- 2. This Agreement shall constitute the entire agreement of the parties and may only be modified in writing signed by both parties.
- 3. Any renewal of this Agreement shall require adoption by the City Council of the City and the Board of Education of the Glenpool School District and the mutual execution of a subsequent written agreement.
- 4. If either party desires to terminate this Agreement, the party desiring to terminate must give thirty days calendar notice to the other party of its decision to terminate the Agreement. If terminated by either party, the Glenpool school District will be obligated for a pro rata payment to the City of only those school days for which the City provided the SROs and related services to the Glenpool School District.
- 5. The laws of the State of Oklahoma shall govern this Agreement.

WHEREFORE, the parties hereunto set their hands and seals.


President of the Board of Education


Clerk of the Board of Education

CITY OF GLENPOOL

Wendy Knight, City Clerk

Date

APPROVAL AS TO FORM:

School District Attorney



To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, Administrator
Date: August 20, 2018
Subject: Amendment to FY19 Operational Agreement between GEMS and City of Glenpool.

Background:

The City of Glenpool and GEMS signed an agreement on June 18, 2018 outlining services to be provided by the City to GEMS, and a process for reimbursement to the City by GEMS for Fiscal Year 2019.

The intent of the Board, as evidenced by appropriations in the FY19 Budget, was that the District *will reimburse the City for the costs of providing services described in Sections II.A. and II.B of the Operational Agreement.* The agreement submitted in June inadvertently omitted Section III.F. which reflects GEMS responsibility to *provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.*

The agreement has been updated to accurately define each party's responsibilities under the terms of the agreement.

Staff Recommendation:

Staff recommends approval of the amended agreement.

Attachments:

FY19 Amended Agreement

12205 S. Yukon, Glenpool, OK 74033 • OFFICE: 918-209-4643 FAX: 918-209-4641

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

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

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1¹ of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City’s Responsibilities

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

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

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

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

² 19 O.S. §1719 provides expressly:

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

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

- B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response (“EMR”) runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code³ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁴ at a cost to be subsidized by GEMS in an amount appropriated for that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS’ Responsibilities

- A. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees (“District Administrator”) to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- B. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement of a person qualified and acceptable to the Board of Trustees (“District Clerk”) to perform clerical and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation, and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- C. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees (“District Counsel”) to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements, and will ensure such District Counsel is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that

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

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

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

- D. GEMS will be solely responsible for the appointment, by the GEMS Board of Trustees, and payment of compensation as provided by separate employment agreement, of a person qualified and acceptable to the Board of Trustees (“District Finance Officer”) to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance, and will ensure such District Finance Officer is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2018-2019 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.
- E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by separate ambulance service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.
 - i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - ii. GEMS further stipulates and agrees that the administrative services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.
 - iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- F. GEMS agrees that it shall provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.
- G. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act.
- H. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.A. and II.B. of this Agreement, GEMS agrees to reimburse the City for the costs of providing such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.B. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

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

V. Termination

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

VI. Successors and Assigns

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

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 20th day of August 2018.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Susan White, City Clerk

Susan White, District Clerk

Approved:

Lowell Peterson, City Attorney

Lowell Peterson, District Counsel



To: Mayor and Council

From: David Tillotson, City Manager

Date: August 16, 2018

Re: Independent Investigation of PD Complaints

Background:

I have received several complaints from officers at the Police Department alleging potential violations of policy by multiple officers in the department. These complaints unfortunately involve many of the same officers creating overlap within the various complaints with some officers having the dual role as both the complainant and the accused. Given this overlap and the apparent back and forth nature of these complaints I believe it is in the City's best interest to obtain outside assistance in the investigation of these complaints. Staff reached out to OMAG for any recommendations they might have on firms they have used or dealt with in the past on these types of issues. I spoke with two firms they recommended and asked for a proposal letter outlining their experience with these types of investigations and their fees. The first, Thomas LeBlanc with Best and Sharp, provided a proposal while the second, Amber Gooch, declined due to her workload over the next 30-days. I also spoke with Eric Wade of Rosenstein, Fist and Ringold who provided a proposal to the City.

Mr. LeBlanc both in his phone call with me and his letter outlining his experience in these matters indicated that he has conducted very few of these types of investigations, and that while he would be willing to assist us, admitted that his main involvement in these scenarios is after the lawsuit has been filed not before. He was very clear with me on the phone that he would certainly understand if we did not want to engage his services in this matter. Eric Wade, as you can see from his proposal letter, has extensive experience with these types of investigations but charges a slightly higher rate than Mr. LeBlanc would. In full disclosure, Mr. Wade is the City Attorney for Catoosa and I have significant experience working with him. My recommendation after visiting with all three attorneys would be to engage Mr. Wade and his firm to conduct the investigation but given his slightly higher hourly fees (\$215 vs \$185) I am willing to work with either firm the Council chooses.

Staff Recommendation:

Staff recommends allowing the City Manager to sign an engagement letter with Rosenstein, Fist and Ringold to investigate the complaints within the police department.

Attachments:

- Proposal from Rosenstein, Fist and Ringold
- Proposal from Best and Sharp

ROSENSTEIN, FIST & RINGOLD

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August 13, 2018

City of Glenpool
David Tillotson, City Manager
12205 S. Yukon Ave.
Glenpool, OK 74033

RE: Request for Proposal

Dear Mr. Tillotson:

This letter is sent in response to your invitation for Rosenstein, Fist & Ringold ("RFR") to provide information relevant to its possible representation of the City of Glenpool ("Glenpool") and conducting an investigation regarding complaints by or against certain Glenpool employees, including complaints of harassment, discrimination, retaliation, improper handling of evidence or property in the custody or control of certain Glenpool employees, and other allegations of misconduct or unfair treatment. Thank you for considering this firm. We look forward to the opportunity to serve Glenpool.

RFR is a professional corporation with offices in Tulsa and Oklahoma City, with its Tulsa office being the primary and larger office. All of RFR's employees are located in Oklahoma and consist of 20 attorneys (14 partners; 6 associate / of counsel attorneys) and 14 additional employees to support the work of RFR's attorneys. I am a shareholder and member of the board of directors of RFR. I have practiced law for 17 years with the vast majority of my time spent as outside legal counsel to many of the governmental entities represented by RFR.

RFR has a long and extensive history of representing government entities in Oklahoma (over 300), including cities, towns, public trusts, authorities, school districts, state agencies, colleges and universities, and other public entities in all aspects of their business and operations. Our representation includes services as general counsel for many clients, as well as project based work for other clients when they have a need for outside expertise that we can meet. We are often called upon to assist clients with employment matters, including investigations of various complaints of harassment, discrimination, retaliation and other misconduct, which makes RFR uniquely qualified to provide the services that Glenpool seeks.

While it is impossible to fully capture in this letter the breadth of experience of RFR's attorneys, the following examples serve to illustrate the firm's experience – and mine in particular – conducting investigations for clients:

1. Complaint of criminal conduct and policy violations against 24 police officers, including union and non-union (management) employees, involving interviews of 35 witnesses (vast majority were represented by FOP provided legal counsel), site inspections, and document review.
2. Complaint of improper disposal of seized narcotics by a police officer.
3. Complaint against a campus police officer accused of tampering with surveillance equipment.
4. Complaint against a police chief for pawning firearms belonging to the police department and passing counterfeit currency taken from the evidence room. The criminal investigation was handled by state and federal law enforcement. My investigation focused on a breakdown of internal processes, a delay in reporting, and safeguards to prevent similar failures in the future.
5. Complaint alleging race discrimination and hostile work environment, involving interviews of 20 witnesses and extensive document review.
6. Complaint of embezzlement of public funds and destruction of financial records against a city treasurer.
7. Complaint that a police officer used excessive force when he tased a subject after handcuffing him, failed to complete required documentation, and attempted to cover-up his use of the taser.
8. Complaints of extensive *quid pro quo* sexual harassment of school employees by a school board member.
9. Complaint that a police officer engaged in unlawful use of a police dog (K-9) for narcotics detection at a high school.
10. Complaint of mayoral abuse of power by attempting to pressure police officers to take actions in furtherance of a personal vendetta.
11. Complaint against school administrators and board members of wrongful discharge, violation of First Amendment rights, and unlawful retaliation against a "whistleblower" for reporting inaccuracies in test scores to state and federal authorities.
12. Institutional failure in planning for, implementing and monitoring of an important government program that had resulted in substantial public controversy and embarrassment for the organization.

City of Glenpool
August 13, 2018
Page 3 of 3

In short, my firm and I have the experience needed to capably handle the current investigation needs at Glenpool. If selected by Glenpool for this project, I will be the attorney primarily responsible for handling the investigation. When appropriate, I would utilize the services of other attorneys at the firm.

My typical approach to an investigation begins with developing an understanding of the client's purpose and goals for the investigation, defining the issues, reviewing relevant documentation, and identifying witnesses and their rights, if any, under the law, collective bargaining agreement and policy with regard to the investigation. The next step is obtaining written statements, as appropriate, and interviewing witnesses, including complainants, and performing any necessary site inspection and additional document review. The investigation typically culminates with a report that summarizes information and evidence discovered through the investigation, identifies violations of law and policies, if any, and provides recommendations for actions to address violations and prevent them from happening again in the future. Of course, this process is customizable to a client's unique needs, so long as it does not compromise our ability to conduct a reasonably thorough investigation and reach independent conclusions.

It is difficult to project the cost of an investigation, particularly one involving multiple complaints by and against several employees. As a result, we would charge for our services on an hourly rate basis. I have enclosed for your review and consideration a proposed engagement letter between RFR and Glenpool. A schedule of the firm's current hourly rates for government entity clients and reimbursable expenses is attached to it. These rates are discounted from the firm's standard hourly rates that are charged to non-government entity clients.

If you have any questions regarding the above or there is additional information that I can provide to assist you in evaluating RFR, please do not hesitate to contact me.

Thank you, again, for considering us.

Respectfully yours,



Eric D. Wade

ROSENSTEIN, FIST & RINGOLD

EDW/ikl
enclosure

ROSENSTEIN, FIST & RINGOLD

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OF COUNSEL
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STACI L. ROBERTS
CHERYL A. DIXON

August __, 2018

City of Glenpool
David Tillotson, City Manager
12205 S. Yukon Ave.
Glenpool, OK 74033

RE: Engagement Letter

Dear Mr. Tillotson:

It is the policy of Rosenstein, Fist & Ringold to enter into an "engagement letter" with all clients. The purpose of this letter is to outline the nature of the representation and ensure that we have adequately explained our policies and procedures to you. This letter is intended to establish the terms and conditions of this firm's representation of the City of Glenpool (the "City"). We thank you for permitting us to serve the City.

The City agrees to retain this firm on the basis of hourly charges for our time. Our charges will be based on hourly rates previously established by this firm. A schedule of the firm's current billing rates for government entity clients is attached. The rates are discounted from the firm's standard hourly rates charged to non-government entity clients. This schedule is subject to change from time to time when the firm implements a general change of rates, or to reflect additional experience or expertise gained by the firm's professional staff, or when newly-hired professional staff are added.

On or about the 15th day of each month, the firm will provide the City with a monthly statement for legal services rendered, which will set out what services were provided and how much time was spent in performing them. In addition, the monthly statement will include an itemization of cash advanced on behalf of the City. This will include funds expended on the City's behalf for photocopies, postage, electronic legal research, travel expenses and the like. Invoices are due upon receipt.

If there is ever any question concerning an invoice, please bring the matter to my attention right away, and I assure you it will be resolved to your reasonable satisfaction. I will personally make every effort to see that you are provided prompt, efficient and quality service. If at any time you try to reach me and are told that I am on the telephone or otherwise unavailable, please do not hesitate to leave a voicemail message for me or ask to speak with my

City of Glenpool
August __, 2018
Page 2 of 2

secretary, Leslie LeMaster, who can get a message to me very quickly. I will always return your call as soon as possible.

This agreement shall be deemed ratified and renewed on July 1 of each year unless one of the parties advises the other in writing on or before June 30 that it wishes to withhold ratification and/or to terminate the agreement. This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to the firm's ability to withdraw from the representation with court permission, where applicable. At the time of termination, the City shall pay any unpaid balance due to this firm for fees and expenses.

I trust that the above will be to your satisfaction. If this is the case, I would ask that a person with the requisite authority execute a copy of this agreement on behalf of the City and return it to me.

If you have any questions regarding the above or wish to discuss the terms, please do not hesitate to contact me.

Thank you for trusting us with your legal needs. I look forward to working with you.

Respectfully yours,

Eric D. Wade
ROSENSTEIN, FIST & RINGOLD

I agree to the foregoing terms on behalf of the City of Glenpool:

Signature _____

Date _____

By: _____
Name / Title

Approved as to form by:

Lowell Peterson, City Attorney

Date



ROSENSTEIN FIST & RINGOLD

**Government Entities
2018 Billing Rates**

Years of Practice as Attorney:

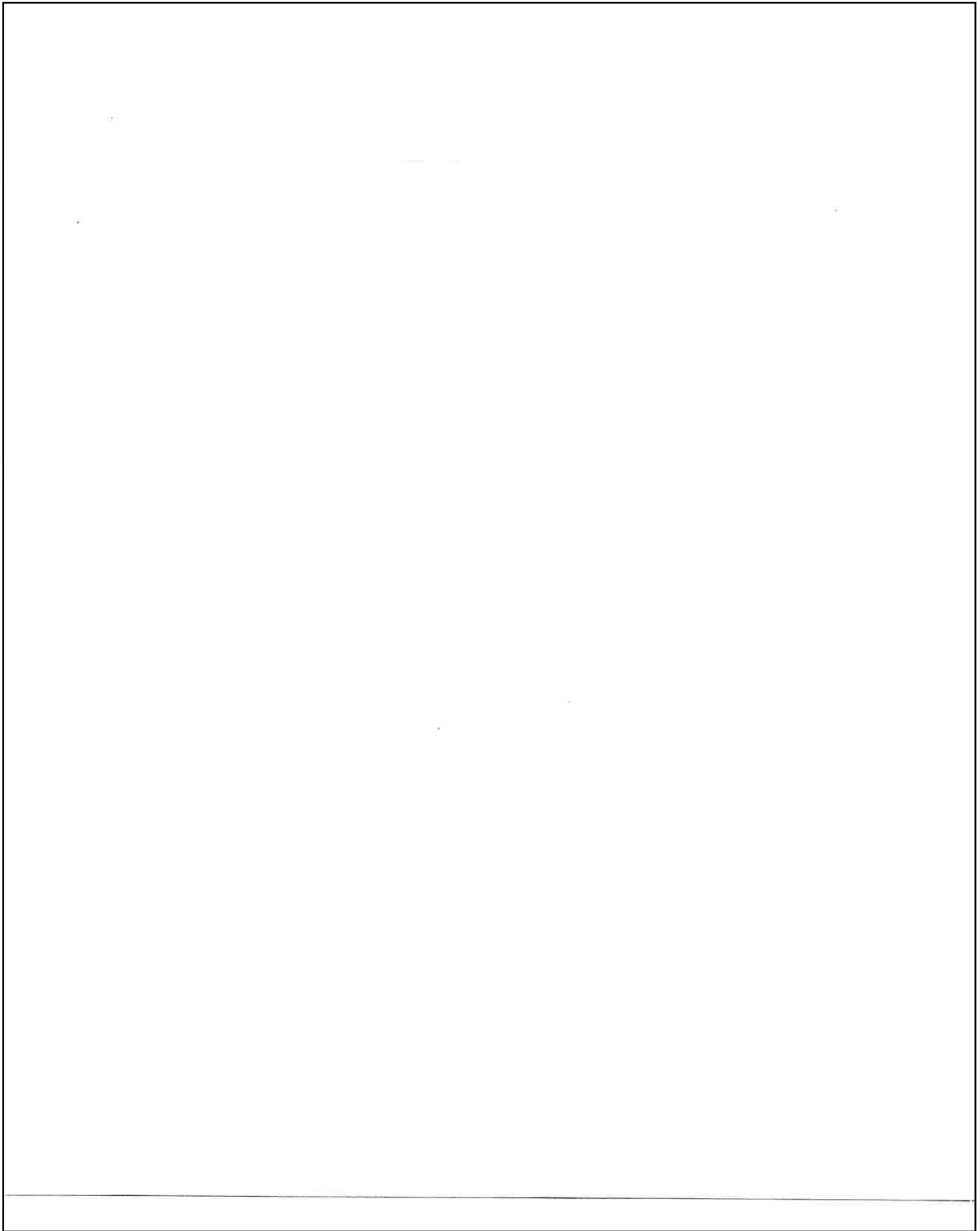
30+ Years	\$260
25-29 Years	\$235
20-24 Years	\$225
15-19 Years	\$215
10-14 Years	\$180
6-9 Years	\$155
3-5 Years	\$145
0-2 Years	\$135
Law Clerks	\$85
Paralegals	\$100



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	Free (no charge)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost
Computer Assisted Research (Westlaw)	At actual cost



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STEVEN W. SIMCOE
TODD M. WAGNER

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JOSEPH M. BEST **
JOSEPH A. SHARP *
AMY B. KEMPFERT*

Of Counsel
WILLIAM E. PATTEN
JENNIFER J. KEGLOVITS

**1925-2017

*1921-2009

*Retired

August 14, 2018

via email only dtillotson@cityofglenpool.com

David Tillotson
City Manager, City of Glenpool

Re: City of Glenpool

Dear Mr. Tillotson:

Following up on our brief conversation, it is my understanding that the City of Glenpool is looking for someone to conduct an investigation into allegations of alleged improper conduct involving City employees within the Glenpool Police Department. As we discussed, I have many years of experience representing cities who have been sued by current and former employees involving various types of allegations, including discrimination, harassment, hostile work environment, retaliation, etc. I typically get involved in those matters after the lawsuit has been filed. I can think of one or two instances where I have been hired by a City to conduct an investigation under circumstances similar to what you describe. My litigation experience often involves the overlap between state and federal law and issues arising under collective bargaining agreements between cities and police and fire departments.

As we discussed, the kind of investigation you are seeking is likely to be time intensive, and it is difficult to estimate on the front end how much time would be necessary. Therefore, my firm would charge on an hourly basis at \$185.00 per hour for my time, \$160.00 for any associate, and \$100.00 per hour if a paralegal worked on the matter. Assuming the entire matter was completed within 30 days, the City would receive a single invoice, which would be due immediately. If the matter continued beyond that, invoices would be sent every 30 days, with payment due upon receipt.

I appreciate getting the call from you. Please let me know if we can assist you in this matter, or any other matter in the future.

Sincerely,



Thomas A. LeBlanc

TAL/dvl

{00491351}

