

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, October 1, 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

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A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation –Fr. Sam Gordin, Anglican Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) City Manager Report – David Tillotson, City Manager	
F) Mayor Report – Timothy Lee Fox, Mayor	
G) Council Comments	
H) Public Comments	
I) Scheduled Business	
1) Discussion and possible action to approve minutes from September 14 & 15, 2018, and September 17, 2018 meetings. (Wendy Knight, City Clerk) Special Meeting - 14 Sep 2018 - Minutes - Html Regular Meeting - 17 Sep 2018 - Minutes - Html	3 - 12
2) Discussion and possible action to approve and adopt Ordinance No. 756, An Ordinance Amending Ordinance Number 755, Adopted September 17, 2018, For The Purpose Of Enacting A New Title 3, Business And License Regulations, Chapter 2, Alcoholic Beverages; Adopting Statutory Language With Respect To The Location Of Package Stores, Mixed Beverage Establishments And On-Premises Beer And Wine Establishments Within Three Hundred Feet (300') Of Any Public Or Private School Or Church Property; Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency. (Lowell Peterson, City Attorney) Staff Report for Ordinance No. 756 Licensing Amendments - 091718 ORD NO. 756, AMENDING 755 RE SPACING REQUIREMENT 100118	13 - 17
3) Emergency Clause for Ordinance No. 756 (Lowell Peterson, City Attorney) EMERGENCY CLAUSE for ORD NO. 756, amended ORD 755 100118	18
4) Discussion and possible action to approve Resolution No. 2018010, a Joint Corporate Resolution of the City of Glenpool and the Glenpool Utility Services Authority authorizing the City of Glenpool ("City") and the Glenpool Utility Services Authority	19 - 25

("GUSA") to enter into a collection agreement with RS2 Solutions, LLC., a subsidiary of Aberdeen Enterprises II, Inc., for the purpose of collecting delinquent utility accounts receivable based on costs assessed by GUSA.

(John Gonsalves, Treasurer)

[Aberdeen - RS2 agreement staff report](#)

[Glenpool Utility Services Authority contract 1](#)

[Resolution 2018010 RS2 Solutions](#)

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|-----|---|---------|
| 5) | Discussion and possible action to approve Resolution No. 2018011, a Resolution of the City of Glenpool, executing the agreement establishing the Oklahoma Municipal Management Services.
(David Tillotson, City Manager)
<u>Staff Report - Resolution to Join OMMS</u>
<u>OMMS Invoice</u>
<u>Resolution to Join OMMS (FINAL)</u> | 26 - 28 |
| 6) | Discussion and possible action to approve acceptance of a General Utility Easement Dedication from David Jesse and Amy Pope.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council 10 01 18 Pope Easement</u> | 29 - 33 |
| 7) | Discussion and possible action to approve acceptance of a General Utility Easement Dedication from Richard and Yvonne Adams.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council 10 01 18 Adams Easement</u> | 34 - 39 |
| 8) | Discussion and possible action to approve acceptance of a General Utility Easement Dedication from David Leon Warrior.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council 10 01 18 Warrior Easement</u> | 40 - 44 |
| 9) | Discussion and possible action to approve acceptance of a Deed of Dedication for Public Road Right-of-Way from Danny Beeler, and Zachary Beeler.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 10 01 18 Beeler Deed of Dedication</u> | 45 - 49 |
| 10) | Discussion and possible action to approve acceptance of a Deed of Dedication for Public Road Right-of-Way from Danny Beeler, and Zachary Beeler.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council 10 01 18 Beeler Deed of Dedication</u> | 50 - 54 |

J) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 28, 2018 at 4:00 pm.

Signed: Wendy Knight

City Clerk

MINUTES
Special Meeting
Friday, September 14, 2018 6:00 p.m. and Saturday,
September 15, 2018 at 9:00 a.m. Glenpool City Hall, 1st Floor
North 3A

COUNCIL PRESENT:

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

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Bart Harris
Paul Newton
Lea Ann Reed

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:10 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Public Comments**
None
- D) Scheduled Business**
- 1) Discussion of short term and long term goals and plans for the City of Glenpool. No action will be taken.
(David Tillotson, City Manager)

- On Friday, September 14th, Mr. Jerry Olansen, Superintendent of Glenpool Public Schools spoke about goals, needs, and activities taking place within the Glenpool School system.
- Council Members began work on maps of their vision and plans for the City of Glenpool.

At 9:00 p.m., the meeting was declared to be continued.

On Saturday, September 15th, Mayor Fox resumed session at 9:09 a.m.

- Broken Arrow Mayor Craig Thurmond, spoke about communication strategies that the City of Broken Arrow utilized during a recent Bond issue. He also spoke about other ways of communicating with the community and citizens.
- Council Members spoke about their goals as Councilors for the City of Glenpool, and continued work on their vision/plan maps.

No action was taken.

E) Adjournment

There being no further business, the meeting was adjourned at 2:00 p.m.

MINUTES
Regular Meeting
September 17, 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
John Gonsalves
Lynn Burrow
Bart Harris

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:09 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation –Greg Conner, Faith Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**

- 1) Mr. Burrow updated the City Council on private development, building projects, planning, inspection, and code enforcement activities within the Community Development division.

[Community development Director's Report 09 17 18](#)

F) Treasurers Report – John Gonsalves, Finance Director

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

[AUGUST TREASURERS REPORT](#)

G) City Manager Report – David Tillotson, City Manager

- Recap of Council Retreat Workshop - thank you for attending both days; staff is working on individual things we will need, with a goal of bringing back those items during shorter Council Meetings to be able to spend more time discussing them; this was the first step in a longer process of finalizing goals and priorities.
- We are starting a new program called "Conversations with the City". The goal is to get in front of the citizens on a regular basis in an area other than Council Meetings, so that we can have conversations with them, answering questions, and giving them information. The first one will take place in October, at the Library.
- We currently have the following open positions at the City; Police Chief, Court Clerk, PT Animal Control Officer, 2 Police Officer positions, and Public Works employee.

H) Mayor Report – Timothy Lee Fox, Mayor

Mayor Fox said "Thank you" to City staff for the work that had been done during the Council Retreat Workshop on Friday and Saturday, and all the preparation time beforehand.

I) Council Comments

- Vice-Mayor Ceesay commented that some of the public has a different perception regarding the word "Retreat" and thought we were someplace else.
- Councilor Lund said she appreciates the staff and everything that had been done for setting it up. Councilor Lund also wanted to remind everyone about the Tailgate on the 25th, and Homecoming on the 28th.

J) Public Comments

None

K) Scheduled Business

- 1) Discussion and possible action to approve minutes from September 4, 2018, meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

That the minutes be approved as presented.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns			x	
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			
Tim Fox	x			
David Tillotson				
Susan White				
Lowell Peterson				
Lynn Burrow				
	4	0	1	0

CARRIED.

- 2) Discussion and possible action to adopt Ordinance Number 755, An Ordinance Repealing in its Entirety Title 3, Business and License Regulations; Chapter 2, Alcoholic Beverages and Low Point Beer; Article A, Alcoholic Beverages; Removing Article Designations for Either of Article A, Alcoholic Beverages or Article B, Low Point Beer; Repealing in its Entirety Title 3, Business And License Regulations; Chapter 2, Alcoholic Beverages and Low Point Beer; Article B, Low Point Beer; Abolishing All Provisions for Low Point Beer as a Category of Alcoholic Beverage No Longer Recognized in the State of Oklahoma; Adopting New Title 3, Business and License Regulations; Chapter 2, Alcoholic Beverages, in Accordance with the Oklahoma Alcoholic Beverage Control Act at Title 37A of the Oklahoma Statutes; and Such Other Regulatory Changes as are Necessary or Appropriate under Title 37A; All the Foregoing Effective as of October 1, 2018,

Except as Otherwise Stated; Repealing Ordinances or Parts of Ordinances in Conflict Herewith; and Declaring an Emergency.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended Council approval of Ordinance No. 755, to be in compliance with state law that will be in effect on October 1, 2018.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Ordinance No. 755, as presented.

	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.

[Staff Report for Licensing Amendments - 091718 \(003\)](#)
[ORD FOR ALC BEV SALES EFF 100118 - 091718 \(003\)](#)

- 3) Discussion and possible action to approve an Emergency Clause for Ordinance No. 755.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended Council approval of the Emergency Clause for Ordinance No. 755.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the Emergency Clause for Ordinance No. 755.

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

Triplett-Lund				
Momodou	x			
Ceesay				
Tim Fox	x			
	5	0	0	0

CARRIED.

- 4) Discussion and possible action to approve the final Contract for Public Improvements with Tulsa County for the 2018 CDBG Grant Project.
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Council approval of the final contract for Public Improvements with Tulsa County as necessary to initiate the overall project design and resulting bid documents, and authorize the Mayor to execute the same on behalf of the City of Glenpool. Mr. Burrow said this contract is for improvements to the Glenpool Senior Citizens Center.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the final Contract for Public Improvements as presented.

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

CARRIED.

[Memorandum City Council Meeting 09 17 18 CDBG Contract Acceptance](#)

- 5) Discussion and possible action to approve the Professional Services Agreement with Greg Helms & Associates for the 2018 CDBG Grant

Project - Senior Citizens Center, in an amount not to exceed \$4,500.00, for architectural design services.

(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Council approval of the Professional Services Agreement with Greg Helms & Associates for the 2018 CDGB Grant Project - Senior Citizens Center, in an amount not to exceed \$4,500.00 for architectural design services, and authorize the City Manager to execute same on behalf of the City of Glenpool. Mr. Burrow said this firm was responsible for the production of the conceptual drawings and associated cost estimate used in the original grant application.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approval the Professional Services Agreement with Greg Helms & Associates as presented.

	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.

[Memorandum City Council Meeting 09 17 18 Greg Helms & Associates Agreement](#)

- 6) Discussion and possible action to approve the purchase of five (5) 2019 Ford AWD Police Interceptor Utility vehicles from Bob Hurley Ford, in an amount not to exceed \$212,225.00.
(John Gonsalves, Treasurer)

Mr. Gonsalves recommended Council approval to purchase five (5) 2019 Ford AWD Police Interceptor Utility vehicles, to replace existing 2009 Dodge Chargers. The FY18-19 budget includes an appropriation to purchase these vehicles.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To purchase five (5) 2019 Ford AWD Police Interceptor Utility vehicles from Bob Hurley Ford, in an amount not to exceed \$212,225.00 as presented.

	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.

[Purchase of 5 new Vehicles for the police department 8-17-2018](#)

- 7) Discussion and possible action to approve lodging for David Tillotson to attend the Oklahoma Academy's 2018 Town Hall Conference Retreat.
(David Tillotson, City Manager)

Mr. Tillotson presented information about the upcoming Oklahoma Academy's 2018 Town Hall Conference Retreat.

Moved by Momodou Ceesay, seconded by Trish Agee

To approve lodging for David Tillotson to attend the Oklahoma Academy's 2018 Town Hall Conference Retreat.

	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.

[Staff Report - Oklahoma Academy](#)

L) Adjournment

There being no further business, Mayor Fox declared the meeting adjourned at 7:33 p.m.

STAFF REPORT:

AMENDED ORDINANCE NO. 755 RE ALCOHOLIC BEVERAGE SALES & SERVICE

TO: Mayor Timothy Lee Fox and Honorable Councilors

FROM: Lowell Peterson, City Attorney

DATE: October 1, 2018

SUBJECT:

AN ORDINANCE AMENDING ORDINANCE NUMBER 755, ADOPTED SEPTEMBER 17, 2018, FOR THE PURPOSE OF ENACTING A NEW TITLE 3, BUSINESS AND LICENSE REGULATIONS, CHAPTER 2, ALCOHOLIC BEVERAGES; ADOPTING STATUTORY LANGUAGE WITH RESPECT TO THE LOCATION OF PACKAGE STORES, MIXED BEVERAGE ESTABLISHMENTS AND ON-PREMISES BEER AND WINE ESTABLISHMENTS WITHIN THREE HUNDRED FEET (300') OF ANY PUBLIC OR PRIVATE SCHOOL OR CHURCH PROPERTY; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

Background

Title 37A of the Oklahoma Statutes is where Oklahoma's new Alcoholic Beverage Control Act is codified. On September 17, 2018, the Council voted to adopt Glenpool Ordinance Number 755 for the purpose of implementing the multiple changes in local regulation of alcoholic beverage sales and service establishments, the new occupation tax and changes in the types of establishments that may serve or sell an enlarged assortment of alcoholic beverages along with miscellaneous retail goods.

Section 3-2-8 of Ordinance No. 755, LOCATION RESTRICTIONS, provided for (A) mandatory compliance with zoning regulations, (B) certain statutorily prohibited locations and (C) the proximity of alcoholic beverage establishments to schools and churches. The latter subsection, (C), was inadvertently incomplete in its provision for application of the standard three hundred foot (300') spacing requirement of alcoholic beverage establishments from schools and churches.

Section 2-139 of Title 37A, provides for conditions in which:

- Package stores, mixed beverage establishments, and establishments for the on-premises consumption of beer and wine, that were licensed prior to November 1, 2000, may continue to operate within three hundred feet (300') of a public or private school or church property so long as the previous licenses have been continuously renewed.

STAFF REPORT:

AMENDED ORDINANCE NO. 755 RE ALCOHOLIC BEVERAGE SALES & SERVICE

- Establishments that were licensed prior to October 1, 2018, for the sale of low-point beer within three hundred feet (300') of a public or private school or church property may transfer their license to a mixed beverage license
- Any package store, mixed beverage establishment, or on-premises beer and wine establishment may continue to renew its license as such when a public or private school or church is later established within three hundred feet (300') of such package store, mixed beverage establishment, or on-premises beer and wine establishment.

Recommendation:

In order to make Section 3-2-8 of Ordinance Number 755, adopted by the City Council on September 17, 2018, consistent with statutory provisions for location requirements, staff recommends approval of Ordinance Number 756, as attached hereto.

Attachment:

Ordinance Number 756.

**ORDINANCE NUMBER 756 AMENDING
ORDINANCE NUMBER 755**

AN ORDINANCE AMENDING ORDINANCE NUMBER 755, ADOPTED SEPTEMBER 17, 2018, FOR THE PURPOSE OF ENACTING A NEW TITLE 3, BUSINESS AND LICENSE REGULATIONS, CHAPTER 2, ALCOHOLIC BEVERAGES; ADOPTING STATUTORY LANGUAGE WITH RESPECT TO THE LOCATION OF PACKAGE STORES, MIXED BEVERAGE ESTABLISHMENTS AND ON-PREMISES BEER AND WINE ESTABLISHMENTS WITHIN THREE HUNDRED FEET (300') OF ANY PUBLIC OR PRIVATE SCHOOL OR CHURCH PROPERTY; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY

WHEREAS, Title 37A, Oklahoma Alcoholic Beverage Control Act Section, Section 2-139, provides for certain circumstances in which package stores, mixed beverage establishments, and on-premises beer and wine establishments that were licensed prior to November 1, 2000, may continue to operate within three hundred feet (300') of a public or private school or church property; and

WHEREAS, Title 37A, Oklahoma Alcoholic Beverage Control Act Section, Section 2-139, provides for certain circumstances in which establishments that were licensed prior to October 1, 2018, for the sale of low-point beer within three hundred feet (300') of a public or private school or church property may transfer their license to a mixed beverage license; and

WHEREAS, Title 37A, Oklahoma Alcoholic Beverage Control Act Section, Section 2-139, provides for certain circumstances in which, when a public or private school or church may be established within three hundred feet (300') of any package store, mixed beverage establishment, or on-premises beer and wine establishment after such package store, mixed beverage establishment, or beer and wine establishment has been licensed, such license may be renewed; and

WHEREAS, the foregoing provisions were incompletely stated in Section 3-2-8 of Ordinance Number 755, adopted by the City Council on September 17, 2018, for the purpose of implementing Title 37A of the Oklahoma Statutes.

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

Section 1. Title 3, Business and License Regulations; Chapter 2, Alcoholic Beverages; Section 3-2-8, Location Restrictions, of Ordinance Number 755 pertaining to the manufacture, distribution, sale and service of alcoholic beverages, shall be and hereby is amended to read as follows:

3-2-8: LOCATION RESTRICTIONS:

[A. and C. remain unchanged.]

C. Proximity to Schools and Churches:

It shall be unlawful for any mixed beverage establishment or on-premises beer and wine establishment that has been licensed by the ABLE Commission and which has, as its main purpose the selling or serving of alcoholic beverages, for consumption on the premises, or any retail package store, to be located within three hundred feet (300') of any public or private school or church property (or similar house of worship of any faith) primarily and regularly used for worship services and religious activities; *provided that* this subsection C. shall not apply to:

1. Mixed beverage establishments or beer and wine establishments that were licensed to sell alcoholic beverages for on-premises consumption or retail package stores prior to November 1, 2000, except that, if, at the time of application for license renewal, the licensed location has not been in actual operation for a continuous period of more than sixty (60) days, the license shall not be renewed;
2. Establishments licensed prior to October 1, 2018, to sell low-point beer that were permitted to be located within three hundred feet (300') of any public or private school or church property (or similar house of worship of any faith) primarily and regularly used for worship services and religious activities shall be permitted to have such license, if still in effect on October 1, 2018, transferred to a mixed beverage license, except that, if such an establishment ceases to be open to the public or changes ownership, the provisions of this subsection C.2. shall cease to apply.
3. If any school or church is established within three hundred feet (300') of any package store, mixed beverage establishment, or on-premises beer and wine establishment after such package store, mixed beverage establishment, or beer and wine establishment has been licensed, such license may be renewed if there has not been a lapse of licensure of more than sixty (60) days.

Section 2. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

Section 3. The City Council, by separate vote on September 17, 2018, having found that Ordinance Number 755, was immediately effective in order to protect the public safety, health and welfare, and declared an emergency for that purpose, such action applies to the immediate effectiveness of this Ordinance Number 756 amending said Ordinance Number 755.

PASSED AND APPROVED by the City Council of the City of Glenpool this 1st day of October 2018.

Timothy Lee Fox, Mayor

Attest:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of the foregoing Ordinance No. 756, *An Ordinance Amending Ordinance Number 755, Adopted September 17, 2018, For The Purpose Of Enacting A New Title 3, Business And License Regulations, Chapter 2, Alcoholic Beverages; Adopting Statutory Language With Respect To The Location Of Package Stores, Mixed Beverage Establishments And On-Premises Beer And Wine Establishments Within Three Hundred Feet (300') Of Any Public Or Private School Or Church Property; Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency*, is necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof, and particularly to clarify the provisions of Section 3-2-8: Location Requirements: C. Proximity to Schools and Churches, with respect to the “grandfathering” of licenses for certain alcoholic beverage establishments located within 300 feet of a school or church prior to the effective date of Title 37A, Oklahoma Alcoholic Beverage Control Act , October 1, 2018, without delay, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 1st day of October, 2018.

Timothy Lee Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: To: HONORABLE MAYOR AND CITY COUNCILORS
HONORABLE CHAIRMAN AND GUSA BOARD OF TRUSTEES

From: John Gonsalves, Finance Director

Date: October 01, 2018

Subject: Council Resolution, Designation of Agent for Utility Collection Services

Background:

Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into a contract with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality, as applicable;

Title 11 § 22-138 further authorizes a governing body that enters into such a contract with a collection agency to authorize the addition of a collection fee in an amount not to exceed thirty-five percent (35%) to be added to the amount a debtor owes to cover the costs of utilizing such collection service on such debts and accounts receivable. A municipality that enters into such contract with a collection agency and authorizes such collection fee thereby authorizes the collection agency to use any lawful means of collecting such debts and accounts receivable, and the collection fee due thereon. Under the statute, the City Council must authorize the use of such a collection service and approve the Agreement.

The City of Glenpool currently has a contract with Aberdeen Enterprizes for the collection of delinquent court cost, however, this contract does not extend to the collection of delinquent utility services. Aberdeen has formed a company strictly for the collection of delinquent utility debts called RS2 Solutions, LLC., RS2 requires no guarantee of a minimum number of referrals, grants indemnity to the city from any liability associated with the collection methods, is reportedly friendly and efficient, and get results.

Staff Recommendation:

Staff recommends that the City Council approved resolution 2018010 authorizing the city to enter into a collection agreement with RS2 Solutions, LLC., for collecting delinquent utility accounts receivable and fees and authorize the City Manager to sign the RS2 Solutions, LLC., collection agreement for the purpose of collection on delinquent utility services and fees.

Attachments:

Proposed Corporate Resolution
Proposed Collection Agreement

12205 S. Yukon, Glenpool, OK 74033 • OFFICE: 918-209-4628 FAX: 918-209-4626
Mayor: Timothy Fox • Vice-Mayor: Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager: David Tillotson • City Clerk: Wendy Knight
www.glenpoolonline.com

COLLECTION AGREEMENT

This agreement ("Agreement") is made between and among the City of Glenpool ("City"), the Glenpool Utility Services Authority, (GUSA), and RS2 Solution, LLC., an Oklahoma Limited Liability Company (RS2), for cost control and revenue enhancement of outstanding obligations due GUSA.

RECITALS

1. That GUSA has a need for assistance in cost control and revenue enhancement and related services relating to the Department of Utilities of GUSA all in the ordinary course of GUSA's business.
2. That RS2 is in the business of cost control and revenue enhancing to assist cities.
3. That Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into a contract with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality.
4. That the parties have entered into an agreement under the following terms and conditions to assist in cost control and revenue enhancement:

TERMS

A. Contract Term and Funding:

1. This Agreement shall be effective on the execution date and shall run for a period of two (2) years with the option by mutual agreement of the parties to renew for two (2) additional one (1) year periods. Said agreement shall automatically renew unless either party shall notify the other in writing 60 days before the renewal date of its intention not to renew.

B. Placement of Accounts

1. RS2 shall accept accounts placed by GUSA under the terms of this agreement and will use its best efforts to effect cost controls and revenue enhancement to include collection of said accounts utilizing means legal, necessary and proper. GUSA shall provide said accounts in electronic format to conform to the attached example.
2. GUSA shall provide all information needed for collection of accounts through the collective efforts that GUSA has available to it. The necessary information includes all supporting evidence to support the debt upon the request of RS2. GUSA acknowledges that RS2 is relying on this information provided by GUSA as a beginning point in locating the proper debtor in other various databases which RS2 has access to. RS2 agrees that any and all information provided by or through GUSA shall remain confidential in all respects.

3. GUSA shall provide weekly updates of additional cost assessed in a case, including any interest assessed so that RS2 shall maintain a correct balance due as to each debtor's case.
4. RS2 agrees to return to GUSA, at no charge, accounts referred in error. These cases will generally be when the customer does not have a balance due at the time of assignment. There may be other times when the debtor is determined to have suffered a hardship and a forgiveness or reduction is appropriate and a pro-rata reduction is applied.
5. RS2 shall suspend collection activity and/or return the account at no charge, if requested, when the account becomes involved in litigation. RS2 shall not represent GUSA in any bankruptcy matter unless authorized to do so on a case by case basis.

C. General Requirements of Agreement:

1. Activity Reports

- a. RS2 shall provide account information on cases to GUSA on a real time basis, which shall consist of monies deposited in RS2's Trust Account, account status and account information per the statement and status reports provided by way of the client portal over a secured password protected internet connection.
- b. RS2's online client portal will provide real time information providing a preview Trust Statement that shows each payment but will not be finalized until the end of each month.

2. Miscellaneous Conditions

- a. It is specifically understood and agreed that such items relative to collection services which are not herein covered may be added to or excluded from this agreement by the parties without voiding in any manner the provisions of the existing agreement. Such additional or deleted coverage shall be furnished by RS2 with such additional consideration as mutually agreed upon, as is necessary to make it legally enforceable.
- b. In carrying out the provisions of the Agreement or in exercising any power or authority granted to RS2 hereby, RS2 agrees to hold harmless and indemnify the City and GUSA in the event any person or entity asserts any claim of any kind against the City or GUSA unless such claim is attributable to the negligent or intentional acts of the City or GUSA.
- c. Any action of RS2 which is in violation of the terms and conditions set forth which may damage GUSA is to be recoverable from RS2 based upon actual losses incurred due to noncompliance, none delivery, or other unauthorized action by RS2.
- d. RS2 shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations; municipal, county, state and federal laws, and assume liability for all applicable taxes.

D. Distribution of Collected Fund

1. RS2 shall deposit all collected funds in a Trust Account that shall be disbursed every tw

o weeks on the first and fifteenth plus three days for check and credit card processing. The disbursement will be accompanied by a Trust Statement detailing the name of the debtor, the account the payment was applied, the date of the payment, the amount of the payment and the pro-rata division of the funds between the parties. GUSA agrees to apply the payment as shown on the Trust Statement, unless notice is provided that it is applied to another case placed with RS2. The disbursement would be made under the following terms showing a distribution as follows:

- a. To GUSA, all monies that are collected on the original debt and all additional added debt and collection fees placed with RS2.
- b. GUSA shall pay to RS2 25.926% of the collected amount, whether total or partial payments received by RS2 or a direct payment to GUSA. GUSA may pay RS2 monthly and said payment shall represent a disbursement on a pro rata basis of the amount collected during the month. This percentage represents both the partial payment and total payment multiplier which equals the proper distribution allowing GUSA to receive 100% of the original debt plus any additional debt sent for collection and RS2 to receive the collection fee. All funds held by GUSA that represent collection fees to be disbursed to RS2 shall be held in trust.
- c. Once an account has been placed with RS2 for collection, all monies paid on that account shall be distributed according to the above distribution as set out, which includes all payments made through RS2, directly the utility billing department or any balance reduction from any source.
- d. RS2 further agrees that if a defendant pays within 5 days from the date of assignment to RS2, RS2 shall not receive a collection fee on those payments, except if the payment is caused by direct contact with the debtor.
- e. Any amounts received by RS2 that are in excess of that which is due and payable shall be deemed overpayments and shall be returned to the debtor. RS2 shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
- f. GUSA agrees that RS2 may offer to the debtor the opportunity to pay by electronic means by echeck or credit card over the phone or online, when receiving payments. The charges associated with the convenience of paying by electronic means are a convenience that, if the debtor uses that procedure, the charge for such processing shall be chargeable to the debtor with notice.

E. Termination of Agreement

- a. GUSA may terminate this Agreement due to neglect as determined by GUSA which shall include, but not necessarily be limited to, failure to provide required periodic statements, failure to provide required standards of service, failure to provide quality and frequency of service, and failure to act consistently with the FDCPA. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes or failure to comply with the terms of this Agreement.
- b. GUSA shall provide sixty (60) calendar days written notice of contract neglect and unless within sixty (60) calendar days such neglect has ceased, and arrangements made to correct, GUSA may terminate the contract by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this Agreement.

c. This Agreement may be canceled by GUSA upon sixty (60) day written notice if it is determined, through its records, that collections are outside the industry norm or that RS2 does not conform to the provisions set out in this Agreement.

d. Should GUSA breach any terms or provisions of this agreement, RS2 shall serve written notice on GUSA setting forth the alleged breach and demanding compliance with the Agreement. Unless within sixty (60) calendar days after receiving such notice, the allegations shall be contested, or such breach shall cease, and arrangements made for corrections, RS2 may terminate the agreement by giving sixty (60) days' notice in writing by registered or certified mail of its intention to cancel this Agreement.

e. In the event of Agreement termination, RS2 shall discontinue collection action as of the Agreement termination date. If RS2 does discontinue collection efforts, all referrals uncompleted and all monies due but not yet paid over at such time shall be transmitted to GUSA within fifteen (15) days after Agreement termination date. RS2 shall apprise GUSA of the current status of each referral being returned. Any monies received by RS2 on behalf of GUSA after the Agreement termination date shall be forwarded immediately and shall not be subject to collection fee.

1. All notices shall be mailed under this Agreement by certified mail to the attention of the person below:

- a. City of Glenpool Or Glenpool Utility Services Authority
12205 S Yukon Avenue
Glenpool, OK 74033
Attention: Director of Finance

- b. RS2 Solution, LLC.
4143 E 31 Street
Tulsa, Ok 74135
Attention: Robert Shofner

In Witness Whereof, the parties hereto have set their hands on this _____ day of _____, 20__.

For the City of Glenpool and the Glenpool Utility
Services Authority, as authorized by Resolution No.
2018010 of the City of Glenpool, duly passed and
adopted on the 1st day of October 2018

Signature

RS2 Solution, LLC

Signature Robert Shofner

JOINT CORPORATE RESOLUTION NO. 2018010 OF THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY

AUTHORIZING THE CITY OF GLENPOOL ("CITY") AND THE GLENPOOL UTILITY SERVICES AUTHORITY ("GUSA") TO ENTER INTO A COLLECTION AGREEMENT WITH RS2 SOLUTIONS, LLC., A SUBSIDIARY OF ABERDEEN ENTERPRIZES II, INC., FOR THE PURPOSE OF COLLECTING DELINQUENT UTILITY ACCOUNTS RECEIVABLE BASED ON COSTS ASSESSED BY GUSA

WHEREAS, the Glenpool Utility Service Authority ("GUSA"), an Oklahoma public trust of which the City of Glenpool is the beneficiary, is presently the holder of uncollected utility accounts receivable, including unpaid utility costs, fees and such other sums or charges as may be due from persons not paying such sums and charges or making payment with negotiable instruments that are returned for insufficient funds; and

WHEREAS, Title 11 § 22-138 of the Oklahoma Statutes authorizes the governing body of a municipality to enter into an agreement with a collection agency for the provision of collection services for debts and accounts receivable including, but not limited to, unpaid fees, penalties, interest, and other sums due the municipality, as applicable;

WHEREAS, Title 11 § 22-138 further authorizes the governing body that enters into such an agreement with a collection agency to authorize the addition of a collection fee in an amount not to exceed thirty-five percent (35%) to be added to the amount a debtor owes to cover the costs of utilizing such collection service on such debts and accounts receivable; and

WHEREAS, a municipality that enters into such contract with a collection agency and authorizes such collection fee thereby authorizes the collection agency to use any lawful means of collecting such debts and accounts receivable, and the collection fee due thereon; and

WHEREAS, agreements for these purposes require the approval of the City Council; and

WHEREAS, GUSA is the direct beneficiary of such a collection agreement on behalf of the City as its beneficiary.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and by the Glenpool Utility Services Authority:

§ 1. That the City Council hereby authorizes the imposition of a collection fee of up to 35% of the base amount to be added to any accounts receivable arising from utility costs and/or fees assessed due to nonpayment for utility services provided.

§ 2. That the City Council hereby authorizes such collection agency to impose such collection fees to be added to any debts of any description owed to GUSA that are sent to a collection service for collection, as allowed by Title 11 § 22-138 of the Oklahoma Statutes.

§ 3. That the City Council and the GUSA Board of Trustees hereby authorizes the City Manager to execute on behalf of the City and GUSA the collection agreement attached hereto and incorporated by

reference herein and such supporting documents as may be necessary to implement the utilization of RS2 Solutions, LLC., for the collection services described in Sections 1 and 2 of this Resolution.

§ 4. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool, and by the Board of Trustees of the Glenpool Utility Services Authority, this 1st day of October 2018.

Timothy Lee Fox, acting as Mayor of the City and
Chairman of the GUSA Board of Trustees

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 27, 2018

Re: Resolution 2018011

Background:

I am recommending your approval of the attached Resolution which would authorize Glenpool's participation in the Oklahoma Municipal Management Services organization (OMMS). The concept for this organization originated through CMAO (City Mgt. Association of Oklahoma), and it was ultimately decided that an Interlocal Agreement be established to create a new, stand alone, organization. The annual membership fee (see attached OMMS sheet) is pro-rated based on population size, and Glenpool's fee is \$4,000. In addition to participating cities, funding for this organization is also being provided by CMAO (\$105,000), the OK Municipal League (OML--\$20,000), and the OK Municipal Assurance Group (OMAG--\$122,500). These fees will provide funding to improve and expand professional local government management in Oklahoma by providing professional municipal management services to Oklahoma cities and towns.

A Program Director has been hired who will be responsible for developing promotional material, making presentations to elected and appointed officials in Oklahoma (for the services provided), promoting interlocal cooperation, recruiting talent, directly providing service to participating cities and monitoring results, including reports. Steve Whitlock, past-president of CMAO, is the initial Director of OMMS. Steve has already begun working with Cities and Towns across Oklahoma to assist them with placement of interim managers, addressing pressing financial concerns, exploring ways to share resources more efficiently, and advising Council's on making changes to their form of government. OMMS has worked with Cities ranging in population from 2,000 to over 100,000.

While we may benefit directly by some of the services provided by OMMS, there is no doubt that we will benefit significantly from the indirect benefits that will enhance professional local government in Oklahoma municipalities.

Staff Recommendation:

Staff recommends approval of Resolution 2018011.

Attachments:

- Resolution 2018011
- OMMS Invoice

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

Oklahoma Municipal Management Services

OKLAHOMA MUNICIPAL MANAGEMENT SERVICES (OMMS) MEMBERSHIP AGREEMENT AND INVOICE JULY 1, 2018 THROUGH JUNE 30, 2019

Name of Municipality: _____

Mailing Address: _____

City, State, Zip Code: _____

Population

Fee (Circle One)

2,500 and below:	\$ 500.00
2,501 to 10,000:	\$2,000.00
10,001 to 20,000:	\$4,000.00
20,001 and above:	\$5,000.00

Municipal Contact Name: _____

Municipal Contact Email: _____

Date: _____

Please remit agreement and payment to:

Oklahoma Municipal Management Services
ATTN: OMMS Accounts Receivable
3650 South Boulevard
Edmond, OK 73013

Website: www.okmms.org

Questions can be submitted to: executivedirector@okmms.org

RESOLUTION NO. 2018011

**RESOLUTION TO EXECUTE THE AGREEMENT ESTABLISHING
THE OKLAHOMA MUNICIPAL MANAGEMENT SERVICES**

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enable municipal governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and,

WHEREAS, the City of Glenpool, Oklahoma, desires to cooperate by providing municipal management services that assist with the operations of municipalities, including but not limited to management assistance, studies, work sessions, and analysis of operations; and,

WHEREAS, the City of Glenpool, Oklahoma, finds that the best and most efficient way of securing this protection is by cooperating with other municipalities; and,

WHEREAS, the *Interlocal Agreement Between the City of Harrah and the City of Mustang* Establishing the Oklahoma Municipal Management Services provides a basis for securing these services for member municipalities.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Glenpool, Oklahoma, to join with other municipalities in the Oklahoma Municipal Management Services; and,

BE IT FURTHER RESOLVED THAT, the City of Glenpool, Oklahoma, hereby agrees to become a party to the *Interlocal Agreement Between the City of Harrah and the City of Mustang* establishing the Oklahoma Municipal Management Services.

Adopted by the City Council of the City of Glenpool, Oklahoma, this 1st day of October, 2018.

CITY OF GLENPOOL, OKLAHOMA

Timothy Lee Fox, Mayor

ATTEST AND SEAL:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION

DATE: OCTOBER 1, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication from David Jesse and Amy Pope. As illustrated on the attached exhibit map, the proposed easement covers a certain tract of land 25.25 feet in width located 24.75 north of and parallel to the south section line which is also the approximate centerline of 181st Street west of US Highway No. 75. The dedication of this easement is necessary for the construction of an 8" ID waterline along 181st Street extending from the southwest corner of the Triumph Church property to property containing the Cotton Creek Golf Course Club House as indicated on the attached map. This proposed waterline is to be constructed in support of GLS No. 227 submitted by Mr. Dan Beeler who has purchased the property containing the existing Cotton Creek club house facility and is in the process of deeding that tract to the Myanmar Church upon approval of GLS-227.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this easement grant and is requesting Council approval and acceptance of this General Utility Easement dedication as submitted.

Attachments:

- A. General Utility Easement Dedication
- B. Vicinity Map

GENERAL UTILITY EASEMENT

That the undersigned, David Jesse Pope and Amy Pope, husband and wife
(Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), an easement through, over, and across the following described Property:

See Exhibit 'A' attached herewith and made a part of this easement grant:

for the purpose of permitting Grantee and Franchise Utility services thereon, through, over, or across said property, together with all necessary and convenient appurtenances thereto; to use and maintain the same; and affording Grantee and Franchise Utility service provider officers, agents, employees, and/or all persons under contract with either, the right of access to and upon said premises and strip of land for the purposes of surveying, excavating for, operating, repairing, and maintaining all such utility services and associated appurtenances.

The Grantee and Franchise Utility service providers are hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, or other above ground obstruction will be placed, erected, installed, or permitted upon the above described real estate; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Dated this 13th day of Sept, 2018.

By: David Jesse Pope Amy Pope (Grantors)
Name: David Jesse Pope Amy Pope

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 13 day of Sept, 2018, personally appeared David Jesse Pope and Amy Pope to me known to be the identical persons who subscribed as the makers to the foregoing as Owners (Grantees) and acknowledge to me that they executed the same as their free will and voluntary acts and deeds for the uses and purposes there in set forth.

Amyee Smith
Name: Amyee Smith
Notary Public

My Commission Expires:

April 21, 2020



ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2018

By: _____
Mayor: Tim Fox

ATTEST:

Wendy Knight
City Clerk

APPROVED AS TO FORM:

Lowell Peterson

City Attorney

Exhibit A

The north 25.25 feet of the south 50 feet of a tract of land in the SW/4 of Section 34, T17N, R12W of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government survey thereof, described as follows, to-wit:

Commencing at the SW corner of said SW/4; thence S89°59'33"E along the south line of said Section 34 2315.20 feet to the Point of Beginning; thence N00°00'27"E 1321.10 feet; thence S89°55'12"E 330.46 feet to the NE corner of the S/2 of said SW/4; thence S00°02'55"W along the east line of said SW/4 1320.99 feet to the south line of said SW/4; thence N89°59'33"W along said south line 329.52 feet to the Point of Beginning.





MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION

DATE: OCTOBER 1, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication from Richard and Yvonne Adams. As illustrated on the attached exhibit map, the proposed easement covers a certain tract of land 25.25 feet in width located 24.75 north of and parallel to the south section line which is also the approximate centerline of 181st Street west of US Highway No. 75. The dedication of this easement is necessary for the construction of an 8" ID waterline along 181st Street extending from the southwest corner of the Triumph Church property to property containing the Cotton Creek Golf Course Club House as indicated on the attached map. This proposed waterline is to be constructed in support of GLS No. 227 submitted by Mr. Dan Beeler who has purchased the property containing the existing Cotton Creek club house facility and is in the process of deeding that tract to the Myanmar Church upon approval of GLS-227.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this easement grant and is requesting Council approval and acceptance of this General Utility Easement dedication as submitted.

Attachments:

- A. General Utility Easement Dedication
- B. Vicinity Map

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

GENERAL UTILITY EASEMENT

That the undersigned, Richard Adams and Yvonne D. Adams, husband and wife (Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), an easement through, over, and across the following described Property:

See Exhibit 'A' attached herewith and made a part of this easement grant:

for the purpose of permitting Grantee and Franchise Utility services thereon, through, over, or across said property, together with all necessary and convenient appurtenances thereto; to use and maintain the same; and affording Grantee and Franchise Utility service provider officers, agents, employees, and/or all persons under contract with either, the right of access to and upon said premises and strip of land for the purposes of surveying, excavating for, operating, repairing, and maintaining all such utility services and associated appurtenances.

The Grantee and Franchise Utility service providers are hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, or other above ground obstruction will be placed, erected, installed, or permitted upon the above described real estate; and further covenants and

agrees that, in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Dated this day of 9/6/18, 2018.

By: Richard Adams Yvonne D. Adams
_____(Grantors)

Name: Richard Adams Yvonne D. Adams

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 6 day of Sept., 2018, personally appeared Richard Adams and Yvonne D. Adams to me known to be the identical persons who subscribed as the makers to the foregoing as Owners (Grantees) and acknowledge to me that they executed the same as their free will and voluntary acts and deeds for the uses and purposes there in set forth.

Name: Debra J. Sheridan
Notary Public



My Commission Expires: 5/02/2021

ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2018

By: _____

Mayor: Tim Fox

Exhibit A

The north 25.25 feet of the south 50 feet of a tract of land in the SW/4 of Section 34, T17N, R12W of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government survey thereof, described as follows, to-wit:

Commencing at the SW corner of said SW/4; thence S89°59'33"E along the south line of said Section 34 1983.78 feet to the Point of Beginning; thence N00°02'55"E 660.50 feet; thence S89°59'31"E 330.94 feet; thence S00°00'27"W 660.55 feet to the south line of said SW/4; thence N89°59'33"W along said south line 331.42 feet to the Point of Beginning, LESS AND EXCEPT the west 30 feet thereof..



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION

DATE: OCTOBER 1, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication from David Leon Warrior. As illustrated on the attached exhibit map, the proposed easement covers a certain tract of land 25.25 feet in width located 24.75 north of and parallel to the south section line which is also the approximate centerline of 181st Street west of US Highway No. 75. The dedication of this easement is necessary for the construction of an 8" ID waterline along 181st Street extending from the southwest corner of the Triumph Church property to property containing the Cotton Creek Golf Course Club House as indicated on the attached map. This proposed waterline is to be constructed in support of GLS No. 227 submitted by Mr. Dan Beeler who has purchased the property containing the existing Cotton Creek club house facility and is in the process of deeding that tract to the Myanmar Church upon approval of GLS-227.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this easement grant and is requesting Council approval and acceptance of this General Utility Easement dedication as submitted.

Attachments:

- A. General Utility Easement Dedication
- B. Vicinity Map

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Mamadou 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

GENERAL UTILITY EASEMENT

That the undersigned, David Leon Warrior, a single person
(Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), an easement through, over, and across the following described Property:

See Exhibit 'A' attached herewith and made a part of this easement grant:

for the purpose of permitting Grantee and Franchise Utility services thereon, through, over, or across said property, together with all necessary and convenient appurtenances thereto; to use and maintain the same; and affording Grantee and Franchise Utility service provider officers, agents, employees, and/or all persons under contract with either, the right of access to and upon said premises and strip of land for the purposes of surveying, excavating for, operating, repairing, and maintaining all such utility services and associated appurtenances.

The Grantee and Franchise Utility service providers are hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, or other above ground obstruction will be placed, erected, installed, or permitted upon the above described real estate; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Dated this 7th day of Sep, 2018.

By:  (Grantor)

Name: David Leon Warrior

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 7th day of September, 2018, personally appeared David Leon Warrior to me known to be the identical person who subscribed as the maker to the foregoing as Owner (Grantee) and acknowledge to me that he executed the same as their his free will and voluntary act and deed for the uses and purposes there in set forth.

Name:
Notary Public

My Commission Expires:

10/13/18



ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2018

By: _____
Mayor: Tim Fox

ATTEST:

Wendy Knight
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney

Exhibit A

The north 25.25 feet of the south 50 feet of the west 30 feet of a tract of land in the SW/4 of Section 34, T17N, R12W of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government survey thereof, described as follows, to-wit:

Commencing at the SW corner of said SW/4; thence S89°59'33"E along the south line of said Section 34 1983.78 feet to the Point of Beginning; thence N00°02'55"E 660.50 feet; thence S89°59'31"E 330.94 feet; thence S00°00'27"W 660.55 feet to the south line of said SW/4; thence N89°59'33"W along said south line 331.42 feet to the Point of Beginning.





MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF DEED OF DEDICATION FOR
PUBLIC ROADWAY RIGHT-OF-WAY

DATE: OCTOBER 1, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Deed of Dedication covering a certain tract from Danny Beeler and Zachary Beeler. As illustrated on the attached exhibit map, the proposed Right-of-Way Dedication covers a tract of land 50.00 feet in width located along and coincidental with the south section line which is also the approximate centerline of 181st Street west of US Highway No. 75. The dedication of this right-of-way is necessary for the construction of an 8" ID waterline along 181st Street extending from the southwest corner of the Triumph Church property to property containing the Cotton Creek Golf Course Club House as indicated on the attached map. This right-of-way dedication and the proposed waterline installation is in support of GLS No. 227 submitted by Mr. Dan Beeler who has purchased the subject property and is in the process of deeding the parcel containing the existing clubhouse facility to the Myanmar Church upon Planning Commission approval of the lot split application.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this right-of-way grant and is requesting Council approval and acceptance of this Deed of Dedication for public purposes as submitted.

Attachments:

- A. Deed of Dedication
- B. Vicinity Map

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

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, OK 74033

**[NAME OF INSTRUMENT -- such as Roadway right-of-Way]
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between DANNY Beeler & ZACHARY Beeler an [individual/Oklahoma corporation/other business entity] herein called "Grantor", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "Grantee."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway [or other]** purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

[Insert Legal Description or "See Attached Exhibit 'A'"]

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a **permanent, public right-of-way [or other use as applicable]** for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage. **[May be sufficient.]**

[OPTIONAL, IF APPLICABLE: For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

[OPTIONAL, IF APPLICABLE: The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

TO HAVE AND TO HOLD such **Roadway Right-of-Way [or other description of interest]** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this day of , 20____

EXHIBIT "A"

The South 50 feet of a tract of land in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Seventeen (17) North, Ranger Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, described as follows, to-wit; Commencing at the Southwest Corner of said SW/4; Thence South 89°59'33" East along the South line of said Section 34 a distance of 1,653.31 feet to the Point of Beginning; Thence North 00°02'56" East a distance of 1,322.49 feet; Thence South 89°55'12" East a distance of 330.46 feet; Thence South 00°02'55" West a distance of 1,321.19 feet to the South line of said SW/4; Thence North 89°59'33" West along said South line a distance of 330.47 feet to the Point of Beginning.





MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF DEED OF DEDICATION FOR
PUBLIC ROADWAY RIGHT-OF-WAY

DATE: OCTOBER 1, 2018

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Deed of Dedication covering a certain tract from Danny Beeler and Zachary Beeler. As illustrated on the attached exhibit map, the proposed Right-of-Way Dedication covers a tract of land 50.00 feet in width located along and coincidental with the south section line which is also the approximate centerline of 181st Street west of US Highway No. 75. The dedication of this right-of-way is necessary for the construction of an 8" ID waterline along 181st Street extending from the southwest corner of the Triumph Church property to property containing the Cotton Creek Golf Course Club House as indicated on the attached map. This right-of-way dedication and the proposed waterline installation is in support of GLS No. 227 submitted by Mr. Dan Beeler who has purchased the subject property and is in the process of deeding the parcel containing the existing clubhouse facility to the Myanmar Church upon Planning Commission approval of the lot split application.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this right-of-way grant and is requesting Council approval and acceptance of this Deed of Dedication for public purposes as submitted.

Attachments:

- A. Deed of Dedication
- B. Vicinity Map

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

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, OK 74033

[NAME OF INSTRUMENT – such as Roadway right-of-Way]
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between DANNY BEEDER & ZACHARY BEEDER, an [individual/Oklahoma corporation/other business entity] herein called "Grantor", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "Grantee."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway [or other]** purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

[Insert Legal Description or "See Attached Exhibit 'A'"]

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a **permanent, public right-of-way [or other use as applicable]** for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage. [May be sufficient.]

[OPTIONAL, IF APPLICABLE: For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

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TO HAVE AND TO HOLD such **Roadway Right-of-Way [or other description of interest]** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this _____ day of _____, 20____

EXHIBIT "A"

The South 50 feet of a tract of land in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Seventeen (17) North, Ranger Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, described as follows, to-wit; Commencing at the Southwest Corner of said SW/4; Thence South 89°59'33" East along the South line of said Section 34 a distance of 1,583.31 feet to the Point of Beginning; Thence North 00°02'28" East a distance of 220.00 feet; Thence North 89°59'31" West a distance of 426.06 feet; Thence North 00°03'01" East a distance of 1,103.23 feet; Thence South 89°55'12" East a distance of 496.19 feet; Thence South 00°02'56" West a distance of 1,322.49 feet to the South line of said SW/4; Thence North 89°59'33" West along said South line a distance of 70.00 feet to the Point of Beginning.

