



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on October 4, 2021, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM OCTOBER 4, 2021.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor	
C) Invocation – Jason Cowan, Faith Church	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 10 04 21	3 - 8
F) City Manager Report – David Tillotson, City Manager	
1) CM Report.10042021	9 - 10

G) Mayor Report – Joyce G. Calvert, Mayor

H) Council Comments

I) Public Comments

J) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from September 20, 2021 meeting. 11 - 15
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 20 Sep 2021 - Minutes - Html](#)
- 2) Discussion and possible action to approve or deny the Contract for Public Improvements for Community Development Block Grant Program with Tulsa County for \$123,701 in federal CDBG funds with a required match of \$799.00. 16 - 26
(David Tillotson, City Manager)
[Staff Report - CDBG Award Contract](#)
- 3) Discussion and possible action to approve or deny FY21-22 Budget Amendment Number CITY-03. 27 - 28
(Frank Ordaz, Finance Director)
[Staff Report - Budget Amendment.CITY03.FYE22](#)
[Budget Amendment.CITY03.FYE22](#)
- 4) Discussion and possible action to approve or deny the Certificate and Order to County Clerk and County Treasurer required by the County to allow for the transfer of funds from Tulsa County to the GEMS District. 29 - 31
(Frank Ordaz, Finance Director)
[Tulsa County Certificate for Frank Ordaz as City Treasurer](#)
[_Francisco Ordaz_ City Treasurer](#)
- 5) Discussion and possible action to approve or deny acceptance of a General Utility Easement Dedication from New Lease on Life, LLC., for installation of a public underground storm sewer main serving Wade's RV Clinic along the east side of US Highway 75 - south of Windsong Meadows Addition. 32 - 38
(Lynn Burrow, Community Development Director)
[Easement Acceptance Wades RV](#)
- 6) Discussion and possible action to approve or deny acceptance of a Storm Sewer and General Utility Easement Dedication from Oklahoma Land Development and Property Management, LLC., for installation of a public underground storm sewer main connecting the south end of the proposed Casper Avenue extension to an existing storage pond south of the Floyd's RV site. 39 - 43
(Lynn Burrow, Community Development Director)
[Easement Acceptance Floyd's RV](#)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on October 1, 2021, by 4:00 pm.

Signed: Wendy Knight

City Clerk



To: Honorable Glenpool Mayor and City Council
From: Lynn Burrow, PE
Community Development Director
Date: October 4, 2021

This report summarizes development improvement related activities within the City of Glenpool, documenting: (1) major public and private projects in the design process; (2) approved projects under construction, (3) current Planning Department items being processed; (4) Building and Field Inspection Department activities; and (5) Code Enforcement Department cases within the City of Glenpool:

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS

A. 2021 STREET REPAIR PROGRAM: PHASE I & II

- Phase I & II of the overall program has been fully completed - with the exception of Project No. 22 which will be completed in September.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY:

A. SAME DAY AUTO REPAIR: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

B. KUM & GO: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

All site related improvement and building construction have been fully permitted and on-site construction is currently on-going.

D. QUALITY HEAT & AIR COMPANY: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building permitting plans have been fully permitted and on-site construction is currently on-going.

E. GLENPOOL RIDGE SENIOR LIVING: MULTI-FAMILY RESIDENTIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

F. ELWOOD CREEK ADDITION: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

G. REDBUD GLEN ADDITION: SINGLE-FAMILY RESIDENTIAL ADDITION

- All site related improvement construction plans have been fully permitted and on-site construction is currently on-going.

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

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

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

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

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I. PHASE II of GLEN HILLS ADDITION: SINGLE-FAMILY RESIDENTIAL ADDITION

- All site related improvement related construction plans have been fully permitted and on-site construction is currently on-going.

J. FLOYD'S RV DEALERSHIP: COMMERCIAL SITE AND BUILDING CONSTRUCTION

- All site related construction plans are currently in the process of City review and permitting. On-site grading and erosion control construction is currently on-going.
- Building permits have been issued for the RV maintenance and repair building on the north side of the project.

K. WADE'S RV SERVICE CENTER: COMMERCIAL SITE AND BUILDING CONSTRUCTION

- All site related construction plans are currently in the process of City review and permitting. On-site grading and erosion control construction is currently on-going.

L. FRANKOMA POTTERY: COMMERCIAL PROJECT

- All site and building improvement permits have been issued for the project. Site grading and building construction has begun.

III. PLANNING DEPARTMENT ACTIVITIES:

A. SUBDIVISION PLATS, PLANNED UNIT DEVELOPMENTS, AND SPECIFIC USE PERMIT APPLICATIONS

CARSON TRAILS: (PUD 43) RESIDENTIAL PROJECT

- A Planned Unit Development (PUD 43) application has been submitted covering a 124.2-acre site located north and east of the corner of 181st Street and South Union Avenue. This project proposes up to 450 single-family residential lots in two development areas. Area 'A' features a minimum lot size of 6,000 square feet and Area 'B' proposes 7,200 square foot as the minimum lot size. The minimum dwelling unit size is 1,200 square feet for either development area of the project.
- PUD NO. 42-B and a Preliminary Subdivision Plat have been approved for this project by the Planning Commission and City Council.

TWIN PONDS

- A Zone Amendment (GZ-305) and Major Amendment to Twin Ponds (PUD-41). The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75. The applicant proposes to rezone a 10.18-acre area from AG (Agricultural) to Planned Unit Development (PUD-41). Major Amendment No. 1 to Twin Ponds (PUD -41) proposes to add the 10.18-acre area into its boundaries for a future residential subdivision.
- The Major Amendment was submitted and reviewed by the TAC on September 24th, 2021.
- The Zone Amendment (GZ-305) and Major Amendment to Twin Ponds (PUD-41) is scheduled for the October 11, 2021 Planning Commission Meeting and the City Council Meeting on October 18, 2021

SOUTH 75 BUSINESS PARK PHASE III-A AND III-B:

- A Preliminary Subdivision Plat for a 20.55-acre lot and a 11.09-acre lot has been submitted for Planning Commission and City Council review and approval.

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- The Final Plat was approved by the Planning Commission on September 13th, 2021.
- The Final Plat was approved by the City Council on September 20th, 2021.

HYE – SAIN TRUST (BANNING PARK)

- Annexation (ANX2021-01), Comprehensive Plan Amendment (CPA2021-01), and Zone Amendment (GZ-304) applications have been submitted to support this proposed project. The subject site is approximately 14.7 acres in size and is situated on the north side of West 161st South approximately 2,000 feet east of the US75.
- The Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021
- The Preliminary Plat was reviewed and approved by the Planning Commission on September 13th, 2021.

WADE'S RV EXPANSION

- A Zone Amendment (GZ-303), Preliminary Plat and Site Plan has been submitted for an approximately 12-acre site situated on the east side of US75 directly east of the West 158th Street intersection immediately north of the existing Wade's RV facility. The Zone Amendment will change the zoning from RS-3 (Single-Family High Density) to CG (Commercial General).
- The Final Plat was submitted and reviewed by the TAC on August 27th, 2021
- The Preliminary Plat was reviewed and approved by the Planning Commission on September 13th, 2021.

KING OF KINGS LUTHERAN CHURCH

- A Preliminary Plat application to subdivide a 3.63-acre site into one (1) lot. The subject site is generally located near the southeast corner of East 151st Street South and South Broadway St.
- The Preliminary Plat was reviewed and approved by the Planning Commission on August 9, 2021.
- The Final Plat was submitted and reviewed by the TAC on September 24th, 2021.
- The Final Plat is scheduled for the October 11, 2021 Planning Commission Meeting and October 18, 2021 City Council Meeting.

B. SITE PLAN APPLICATIONS:

WENDY'S FASTFOOD RESTAURANT: MONTAPP ADDITION

- A Site Plan application for a Wendy's located on the SE corner of 121st and S. Yukon Ave.
- Site and building improvement related plans have been submitted, reviewed, approved, and permitted for this project.

FLOYD'S RV

- A Site Plan application for a proposed RV Sales and Service business located on the southeast corner of US Highway 75 and West 171st Street South. The subject site is approximately 18.68-acres in size. The Site Plan application is for a Commercial Recreational Vehicles Sales and Service operation which includes a 2,880 square foot temporary office/sales building, an approximately 39,000 square foot of office/commercial building space and 397 RV parking spaces on Block 1 Lot 1 (18.68-acres) and will be developed in phases.
- The Site Plan was reviewed and approved by the Planning Commission on August 9, 2021.

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- All site related construction plans are currently in the process of City review and permitting. On-site grading and erosion control construction is currently on-going.
- **Building permits have been issued for the RV Maintenance and Repair Building.**

SOLID ROCK APOSTOLIC CHURCH:

- A Site Plan application and Preliminary Plat for a 3,500sf church and related site improvements. The subject site is generally located on the northeast corner of South 33rd West Avenue and 141st Street South.
- The Preliminary Plat was approved at the August 9th, 2021 Planning Commission meeting.
- **The Final Plat was submitted and reviewed by the TAC on September 24th, 2021.**
- **The Final Plat is scheduled for the October 11, 2021 Planning Commission Meeting and October 18, 2021 City Council Meeting.**

BANNING PARK:

- A Site Plan application for a proposed 15,600 sf light industrial/office building with related site improvements on a 1.92-acre site. The subject site is situated on the north side of West 161st South approximately 2,000 feet east of the US75 and West 161st South intersection.
- The related Annexation, Comprehensive Plan Amendment, and Zone Amendment was reviewed and approved by the Planning Commission on June 14, 2021, and by the City Council on July 6, 2021.
- The Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021
- The Preliminary Plat was reviewed and approved by the Planning Commission on September 13th, 2021

C. LOT SPLIT APPLICATIONS:

BROOKOVER CORNER I

- **A Lot Split application to divide a 1.7-acre lot into a 0.91 acres lot and a 0.75-acre lot. The site is located on the east side of S. Broadway Street directly north and adjacent to Casey's.**

HUNTER RESIDENCE

- **A Lot Split application to consolidate two (2) existing lots into one (1) lot. The lots are located at 337 E 147th Street South and 231 E 147th Street South.**

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: SEPTEMBER, 2021

- Elm Pointe II: Residential Addition
- The Pines: Residential Addition
- Glen Hills Phase I & II: Residential Additions
- Scissortail Phase I: Residential Addition:
- South 75 Business Park Phase III: Commercial Development
- Elwood Creek Addition: Commercial Building Project
- Glenpool Ridge Senior Living Project
- Quality Heat & Air Site and Building Project
- Kum & Go Site & Building Project
- Frankoma Pottery Site & Building Project
- Same Day Auto Repair Site & Building Project

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CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in September, 2021	2
New Commercial Permits Issued in September, 2021	-0-
Current Active Residential Permits	73
Current Active Commercial Permits	32
2020 Residential Permits thru September	66
2021 Residential Permits Issued Thru September	70
2020 Commercial Permits Issued Thru September	12
2021 Commercial Permits Issued Thru September	12

B. CODE ENFORCEMENT DEPARTMENT: SEPTEMBER, 2021

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances and Misc. Code Violations:

- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Illegal vehicle parking on private property.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs

DEPARTMENT ACTIVITY FOR THE MONTH: SEPTEMBER, 2021

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	261
Open public nuisance cases thru September	19
Code Enforcement Cases in September	20
High grass:	2
Fire damaged structures:	-0-
Illegally parked vehicles:	7
Nuisance abatements (contractor):	1

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Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	20
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	7
Dilapidated structure/property notices:	-0-
Trash can/receptacle placement notices:	-0-
Misc.: Building Demolition & Removal	-0-
Inoperable/Abandoned Vehicles	1
<u>Visual Impairment caused by trees, shrubs, vehicles etc. interfering with traffic flow</u>	1
Assessment Letters Issued in September	1
Total Assessment Letters Issued in 2021	12

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To: Mayor and Council

From: David Tillotson

Date: September 30, 2021

Re: City Manager Report

COVID

I have attached the latest data from the weekly reports published by the Tulsa Health Department and the Oklahoma State Department of Health. Our active case load continues to drop as well as our risk level. Overall, we are still below the averages and medians in the Tulsa Metro.

Open Positions

The City currently has positions open in the following departments:

- Police Department: Dispatcher
- Public Works: 4 positions
 - City Engineer *new in FY21-22 budget
 - Water/Sewer Laborer
 - Water/Sewer Laborer *new in FY21-22 budget
 - Not advertised yet
 - Administrative Assistant *new in FY21-22 budget
 - Not advertised yet
- Administration:
 - Part-time Administrative Assistant *new in FY21-22 budget
 - Not advertised yet

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

SRO Randy Rains has submitted his retirement paperwork to the City. His last day of employment will be October 29th.

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Hwy 67 Corridor Study

As we have previously discussed, the City of Glenpool has partnered with the City of Bixby, INCOG and ODOT on a corridor study of 151st. I have received word that the contract negotiations with the engineering firm, Kimley-Horn, have been completed. ODOT has told us that a Notice to Proceed should be issued soon on this project.

As you may remember, the City applied for a federal highway grant through INCOG to continue a study that Bixby had already been approved for on this highway. We had requested \$120,000 for the project with the City agreeing to pay 25% of this amount. Although the grant was not funded, INCOG was able to use some prior year grant funds that were still available to fund the project. The City is still expected to pay 25% of the project with Bixby putting another 25% into the project. INCOG and ODOT will make up the remainder of the project costs. I have not seen the final totals on the contract, but we should still be close to the original 25% grant match that we agreed to. I hope to see the contract info soon and will bring it to Council as soon as I receive it from INCOG or ODOT.

Miscellaneous

- The BlackGold car show is set for October 16th.
- The Spooktacular Fest is scheduled for October 24th.

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MINUTES
City Council Regular Meeting
Monday, September 20, 2021 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
Jim Martin
Bart Harris
Gerald Gilbert
Lea Ann Reed

STAFF ABSENT: Frank Ordaz
Lynn Burrow

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
- C) Invocation – Brent McClure, Woodlake Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) City Manager Report – David Tillotson, City Manager**
- 1)
 - Currently working with the VFW on upgrades and improvements to the Veteran's Memorial. This year is the 30th anniversary for the Memorial, and a rededication ceremony tentatively scheduled for Veteran's Day.
 - The Youth Outdoor Adventure event attendance was lower this year, possibly due to it being scheduled later in the year than it

has been before. Will be re-evaluating scheduling for next year.

[CM Report.09202021](#)

F) Mayor Report – Joyce G. Calvert, Mayor

- Reminded everyone that Black Gold Days starts September 30th.

G) Council Comments

Councilor Lund said a Glenpool Public Schools bus driver passed away Thursday, and asked that everyone keep her family in their thoughts and prayers. She had driven a bus for Glenpool for 25 years.

H) Public Comments

There were no public comments.

I) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from September 7, 2021 meeting.
(Wendy Knight, City Clerk)

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve the minutes as presented.

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

CARRIED.

[City Council Regular Meeting - 07 Sep 2021 - Minutes - Html](#)

- 2) Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 210147-2-BD, Claimant Willard Pipkin, Jr.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approve the OMAG recommendation to deny Tort Claim No. 210147-2-BD, Claimant Willard Pipkin, Jr.

- Jolette Pipkin, Jenks resident, spoke on behalf of the claimant.

Moved by Joyce Calvert, seconded by Tim Fox

To deny Tort Claim No. 210147-2-BD, Claimant Willard Pipkin, Jr.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Tim Fox	x			
Brandon Kearns				x
Chris Brobst	x			
Jacqueline Triplett-Lund			x	
	3	0	1	1

CARRIED.

Pipkin Tort Claim

- 3) **SOUTH 75 BUSINESS PARK PHASE III-A FINAL PLAT:** Final Plat application for an 11.085-acre site and a 20.554-acre site. The 11.085-acre site is generally located on the east side of South Broadway Street and south of 161st Street South. The 20.554-acre site is generally located on the east side of South Broadway Street approximately 330-feet north of 166th Street South.
Applicant: South 75 LLC
(Gerald Gilbert, Planning Director)

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, deny or amend the Final Plat.

Mr. Gilbert presented SOUTH 75 BUSINESS PARK PHASE III-A FINAL PLAT: Final Plat application for an 11.085-acre site and a 20.554-acre site. The 11.085-acre site is generally located on the east side of South Broadway Street and south of 161st Street South. The 20.554-acre site is generally located on the east side of South Broadway Street approximately 330-feet north of 166th Street South.

A. Public Hearing on the proposed Final Plat.

- Mayor Calvert opened the Public Hearing at **6:19 p.m.**
- Erik Enyart, Tanner Consulting spoke regarding the project.
- Mayor Calvert closed the Public Hearing at **6:21 p.m.**

B. Mr. Gilbert recommended Council approval of the Final Plat.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve South 75 Business Park Phase III Final Plat.

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

CARRIED.

[STAFF REPORT S75 BUSINESS PARK PHASE III-A FINAL PLAT](#)
[ATTACHMENTS S75 BUSINESS PARK PHASE III-A FINAL PLAT](#)

- 4) WADE'S RV CLINIC FINAL PLAT: A Final Plat application to subdivide A 6.63-acre site into one (1) lot and one (1) Reserve Area. The subject site is situated on the east side of S75 directly east of the intersection US-75 and West 158th Street.
Applicant: New Lease on Life, LLC
(Gerald Gilbert, Planning Director)

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, deny or amend the Final Plat

A. Public Hearing on the proposed Final Plat.

- Mayor Calvert opened the Public Hearing at **6:22 p.m.**
- Mr. Gilbert presented WADE'S RV CLINIC FINAL PLAT: A Final Plat application to subdivide A 6.63-acre site into one (1) lot and one (1) Reserve Area. The subject site is situated on the east side of S75 directly east of the intersection US-75 and West 158th Street.
- There were no public comments.
- Mayor Calvert closed the Public Hearing at **6:29 p.m.**

B. Mr. Gilbert recommended Council approval of the Final Plat.

Moved by Chris Brobst, seconded by Tim Fox

To approve Wade's RV Clinic Final Plat.

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

CARRIED.

[STAFF REPORT WADES RV CLINIC FINAL PLAT](#)
[ATTACHMENTS WADES RV FINAL PLAT](#)

- 5) Oklahoma Municipal Assurance Group, Recognition Program training for City Council. No action will be taken.
(David Tillotson, City Manager)

Bill Tackett, Director of OMAG Risk Management, covered topics including: Council's role in government, meetings, employees and administration, planning and goal setting, and economic development. No action was taken.

J) Adjournment

Mayor Calvert declared the meeting adjourned at 7:48 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 16, 2021

Re: CDBG Award Contract

Background:

The City Council in March of 2021 approved a Community Development Block Grant application to Tulsa County for \$123,865.50 in federal funds with a required match of \$643.50 (total project funds of \$124,500) to improve the Kendalwood South Park. The application has been approved and we have received the attached Contract from Tulsa County awarding \$123,701 in federal funds with a required match of \$799 (total project funds of \$124,500). Should this Contract be approved by the Council it will be sent back to Tulsa County for final approval before we can begin expending any funds. Should you approve this grant, our Finance Director will be presenting a budget amendment immediately following this item to allocate the funding appropriately in our budget.

Funds from this grant will be spent to replacing current fencing, add new fencing, expand the existing parking area, and add new sidewalks. Additionally, the funds will be used to upgrade the playground equipment and make it ADA compliant. Attached is the proposed project map that was included in the grant application.

Staff Recommendation:

Staff recommends approval of the Contract for Public Improvements for Community Development Block Grant Program.

Attachments:

- Contract for Public Improvements for Community Development Block Grant Program
- Kendalwood Park Cost Estimate
- Kendalwood Park Proposed Project Map

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Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Brandon Kearns, Jacqueline Lund and Joyce Calvert
City Manager David Tillotson, City Clerk Wendy Knight
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**Contract For Public Improvements
For Community Development Block Grant Program**

This Contract for Community Development Block Grant ("CDBG") funds is made and entered the date first signed below by and between Tulsa County ("COUNTY"), and the City of Glenpool ("CITY").

This Contract shall be in effect the 1st day of July 2021 and shall be in effect through the 30th day of June 2022. If the funds are not exhausted at the end of the Contract period, the Contract period may be extended by mutual agreement of both parties.

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, a Cooperation Agreement between the County and the CITY has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2020-2022; and,

WHEREAS, the CITY desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY2021 Tulsa County CDBG Urban County funds for the purpose of public improvements (**B-21-UC-40-0001**);

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The CITY shall be responsible for the oversight of projects to meet the objectives of the Community Development Block Grant program in accordance with the terms and conditions as set forth herein.

The CITY agrees to perform those duties, obligations, and representations contained in its application to Tulsa County and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by Tulsa County in contemplation of this Contract, said application being incorporated herein and made a part hereof by reference.

Project:

The City of Glenpool Kendalwood South Community Park Upgrade Project will utilize \$124,500 in CDBG FY 2021 grant funds for the purpose of rehabilitating Kendalwood South Community Park, located on E. 144th Pl. between S. Poplar St. and S. Poplar Pl. Improvements include ADA compliant playground equipment, replacement of all fencing, replacement and expansion of the existing parking area surface, and the installation of approximately 390' linear feet of new sidewalk located south of E. 144th Pl. in existing public right of way in order to connect the existing sidewalk on S. Poplar Pl. to the Kendalwood Park parking area. These upgrades will improve visitor accessibility in accordance with ADA standards, increase safety, and will expand the amount of playground equipment available for users.

II. Budget

The CITY shall be allocated \$123,701.00 from Fiscal Year 2021 Tulsa County CDBG Urban County funds for infrastructure improvements. The CITY shall allocate \$799 in municipal funds.

III. Performance Measurement

The project must be under construction with a Notice To Proceed issued no later than 180 days from the date of approval of this Contract by the County. Failure to commence construction within the timeframe may result in withdrawal of CDBG funds by the County for noncompliance of timely expenditure of funds.

IV. Method Of Payment

- a. Payment will be made to the CITY on either a reimbursement of paid invoices basis or submission of actual payable invoices. The CITY shall submit a "Request for Funds" form to the program administrator, INCOG, for approval and payment by Tulsa County.
- b. CITY will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of One Hundred Twenty-Three Thousand Seven Hundred and One dollars and no cents (\$123,701.00) for all services required.

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the CITY shall return any unused CDBG funds within 30 days of the date this Contract terminates or expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this Contract may be subcontracted without written consent of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract. In no event will the CITY incur any obligation on the part of the County.

Modification

This Contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total Contract amount may be modified only upon written agreement of both parties.

Disputes, Interpretation, Remedies

- a. In the event the parties fail to agree on interpretations of this Contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
- b. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the CITY that exists then or occurs later.

Severability Clause

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

Hold Harmless Clause

CITY shall, within limitations placed on such entities by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property which injury or damage is legally determined to be caused by any act or omission of CITY committed within the performance of its duties under this contract. CITY shall, within limitations placed on such entity by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Laws, to the extent such claims arise out of acts committed in furtherance of this Contract. In any agreement with any sub-recipient or any agent for CITY, CITY will specify that such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this Contract.

Personnel

- a. The CITY represents that it will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The CITY has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the CITY or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

If, through any cause, the CITY shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CITY shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the CITY of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the CITY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CITY shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the CITY.

Termination of Contract for Convenience

Either the CITY or the County may terminate this Contract at any time by giving at least 15 days notice in writing to the other party. If the Contract is terminated as provided herein, the CITY will be paid for the services provided and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the CITY shall take appropriate steps to assure compliance.

Interest of CITY and Employees

The CITY covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CITY further covenants that in the performance of this Contract no person having any such interest shall be employed.

Reports and Information

The CITY, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the

Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.

CITY shall furnish the County narrative reports and financial reports related to the elements of this Contract in the forms and at such times as may be required by the County or federal grantor agencies.

Compliance with Local Laws

The CITY shall comply with all applicable laws, ordinances and codes of the state and local governments.

Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CITY.

Records and Audits

CITY shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. CITY shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

The CITY shall comply with 2 CFR Part 200 requirements, where applicable. The OMB guidance is hereby made a part of this contract. The CITY shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the CITY's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

If the CITY expends \$750,000 or more in a year in Federal awards from all sources, the CITY shall comply with 2 CFR 200 Subpart F requirements and have a Single Audit conducted. The OMB guidance is hereby made a part of this contract. The CITY shall provide a copy of its Single Audit to the County for the periods of these CDBG funds within the earlier of 30 days after the CITY's receipt of the auditor's report or nine months after the end of the audit period.

Anti-Kickback Regulations

The CITY shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

Equal Employment Opportunity

The CITY shall comply with the following equal opportunity requirements as part of CDBG assurances:

- a. Civil Rights Act of 1964, Title VI

CITY shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

CITY shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

CITY shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.

d. Affirmative Action

CITY shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

Labor Standards

- a. The CITY shall comply with the requirements of Davis-Bacon Act (40 USC Section 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The CITY further certifies that it shall include in its bidders' packages the U.S.

Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required.

- b. Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

Acquisition and Relocation

Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17) Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24.

Age Discrimination Act of 1975

CITY shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Americans With Disabilities Act of 1990

CITY shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

Rehabilitation Act of 1973, Section 504

CITY shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the CITY and County have executed this contract as of the date first written above.

City of Glenpool, Oklahoma

By _____, the Honorable CITY Mayor

ATTEST:

CITY Clerk

Approved:

CITY Attorney

Tulsa County Board of Commissioners

By _____ Chair

ATTEST:

County Clerk

Approved As To Form:

Assistant District Attorney



Kendalwood South Community Park

Proposed Park Rehabilitation Project

Estimated Park Improvement Costs:

March 19, 2021

Site Related Demolition Items:

1. Removal and Disposal of 230 LF Existing Barbed Wire Boundary Fencing:	\$1,500
2. Removal and Disposal of 110 LF of Existing Concrete Curbing:	\$2,000
3. Removal and Disposal of Existing Parking Lot Pipe-Rail Gate:	\$500
4. Removal and Off-Site Relocation of Existing Swing Set Equipment:	<u>\$2,500</u>
Total Demolition Cost:	\$6,500

New Installation Items:

1. New 6" Concrete Parking Slab: 110' X 25'	\$15,500
2. Concrete Parking Space Bumpers: 18 Ea.	\$2,500
3. Parking Space Striping:	\$500
4. 5' Concrete ADA Compliant Access Sidewalk: 390 LF	\$9,500
5. 6'- 2-Rail Chain Link Perimeter Fencing: 555 LF	\$17,500
6. Rehabilitation of Existing Playground Equipment to ADA Standards:	\$15,000
7. Installation of New ADA Compliant Playground Equipment:	\$45,000
8. Installation of New Perimeter Parking Lot Pipe-Rail Barrier:	\$2,500
9. Installation of New Parking Lot Pipe-Rail Gate System:	\$3,500
10. Installation of 4' X 6' Park Identification Sign:	\$3,500
11. Site Restoration and Replacement Sod:	<u>\$3,000</u>
Total New Installation Cost:	\$118,000

Total Project Cost: \$124,500

Estimate Prepared By:

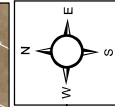
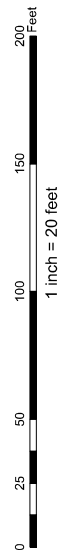
Lynn Burrow, PE: Glenpool City Engineer



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



GENERAL LOCATION MAP





To: Mayor and Council

From: Frank Ordaz, Finance Director

Date: September 28, 2021

Re: FY21-22 City Budget Amendment – CITY-03

Background:

The attached Budget Amendment, CITY-03, for Fiscal Year 2021-2022 allocates the previously approved \$123,701 in Community Development Block Grant (CDBG) FY2021 funds awarded to the City of Glenpool and \$799 in local cash match to fund the Kendalwood South Community Park Rehabilitation Project located at E. 144th Pl. between S. Poplar St. and S. Poplar Pl.

Staff Recommendation:

- Staff recommends approval of Budget Amendment Form CITY-03

Attachments:

- Budget Amendment Form CITY-03

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

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

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

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

www.glenpoolonline.com

City of Glenpool Budget Amendment

Fiscal Year: 2021-2022
Amendment No: CITY 03
Date Requested: 28-Sep-21

REVENUE				EXPENSES					
Fund	Account Number	Acct Name	Increase/(Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase/(Decrease)	New Budget Amount
01	01-5-00-5253	CDBG	\$ 123,701.00	\$ 123,701.00	01	01-6-14-6275	PARK IMPROVEMENTS	\$ 124,500.00	\$ 174,500.00
01	01-5-00-5409	TRANSFER FROM FUND BALANCE	\$ 799.00	\$ 369,801.25					
Total:				\$ 124,500.00	Total:				\$ 124,500.00

Notes:
Funding in the amount of \$123,701 CDBG grant funds is budgeted in the General Fund (01) to rehabilitate the Kendalwood South Community Park and \$799 is transferred from the General Fund Fund Balance for the required local match

Approved by the City of Glenpool:

Mayor _____ Date _____



To: Mayor and City Council

From: Frank Ordaz, City Treasurer

Date: September 30, 2021

Re: Approval of Tulsa County Certificate and Order for the appointment of Frank Ordaz as City Treasurer

Background:

The attached Tulsa County Certificate and Order is required by Tulsa County to appoint Frank Ordaz as City Treasurer.

Staff Recommendation:

- Staff recommends approval of Tulsa County Certificate and Order to appoint Frank Ordaz as City Treasurer.

Attachments:

- Tulsa County Certificate and Order to appoint Frank Ordaz as City Treasurer

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

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

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

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

www.glenpoolonline.com

**CERTIFICATE AND ORDER
TO COUNTY CLERK AND COUNTY TREASURER**

_____ Tulsa _____ Oklahoma, October 4, 20 21

To the County Clerk and County Treasurer of _____ Tulsa _____ County, Oklahoma.

We, the undersigned, presiding officer and Clerk of the Governing Board of (City, Town, Multi-County, Library, Board of Education, School District, (state which) _____
_____ Glenpool City Council _____ of _____ Glenpool _____
("Public Body") in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid Public Body in accordance with the provisions of 68 Okl.St. Ann. § 2923, to _____ Francisco Ordaz, Treasurer _____ Address _____ 12205 South Yukon Ave, Glenpool, OK 74033 _____, Oklahoma as TREASURER of said Public Body for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

- (1) Date Elected or Re-elected _____ 20 _____;
- (2) Date Appointed or Re-Appointed _____ August 2 _____, 20 21 (Note 1);
- (3) Filed Surety Bond in sum of _____ Fifty Thousand _____ Dollars (\$ 50,000.00)
with _____ Western Surety Company _____ as Surety;
- (4) Bond Terms begins _____ August 12 _____, 20 21 _____, and Expires/Renews _____ August 12 _____, 20 22 _____;
- (5) Number of Bond _____ 65596620 _____;
- (6) Date Bond was approved by Governing Board _____ August 12 _____, 20 21 (if applicable); and
- (7) Said new Bond is in custody and control of _____ City of Glenpool _____ (Note 2), or was deposited with
_____ City Clerk _____ for safekeeping.

Approved on _____ October 4 _____, 20 21 by _____ Mayor _____ endorsement made.

Signed and Certified at _____ Glenpool _____, Oklahoma, this _____ 4 _____ day of
_____ October _____, 20 21 .

Presiding Officer

Official Title

**ATTESTING
OFFICER'S SEAL**

ATTEST:

Attesting Officer

Official Title

Note 1: Where Treasurer is appointed for an indefinite term, provide the original date of appointment. This form must be submitted annually even if Treasurer is appointed for an indefinite term, and must be submitted at any time a bond renews or the named Surety changes.

Note 2: Treasurer should not have custody of his own bond. If Financial Secretary of City serves both as Clerk and Treasurer, Mayor or other chief officer should have custody.

Note 3: See 11 Okl.St. Ann. § 8-105, requiring bond for Treasurer of a municipality; 70 Okl.St. Ann §§ 5-114 & 5-115 requiring bond for Treasurer of a Board of Education; and 65 Okl.St. Ann. § 4-105 requiring bond for Multi-County Library.

CERTIFICATE AND
ORDER

OF Glenpool City Council
Name of Public Body

County of Tulsa

State of Oklahoma, to the County Clerk and
County Treasurer

Qualifying Francisco Ordaz

Glenpool Okla.,
as Treasurer of said Public Body.

Received and Filed this _____ day of
_____ 20 _____

County Clerk- County Treasurer

Deputy

Amount of Bond \$ 50,000.00

Date of Bond August 12 20 21

Bond Expires/Renews August 12 20 22

SURETIES



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REQUEST FOR ACCEPTANCE: GENERAL UTILITY EASEMENT

DATE: OCTOBER 4, 2021

BACKGROUND

This item is for City Council consideration and action regarding the approval and acceptance of a General Utility Easement being dedicated to the City of Glenpool by New Lease on Life, LLC. The proposed easement is intended to support the installation of a certain public underground storm sewer main being constructed to serve Wade's RV Clinic along the east side of US Highway 75 – south of Windsong Meadows Addition. The attached plan map illustrates the location of the outfall storm sewer line connecting the Wade's RV Clinic property and Windsong Meadows Addition for reference. The storm sewer line in questions is designed to transport storm water being discharged from the on-site detention pond in Wade's RV Clinic to an existing downstream public storm sewer main installed to serve the first phase of the Windsong Meadows residential subdivision.

Staff Recommendation:

Staff has reviewed the proposed General Utility Easement for content and format and is recommending approval and acceptance of this easement as proposed and described in the attached documentation.

Attachment:

- A. Proposed General Utility Easement dedication from New Lease on Life, LLC

GENERAL UTILITY EASEMENT

That the undersigned, New Lease On Life, LLC (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:

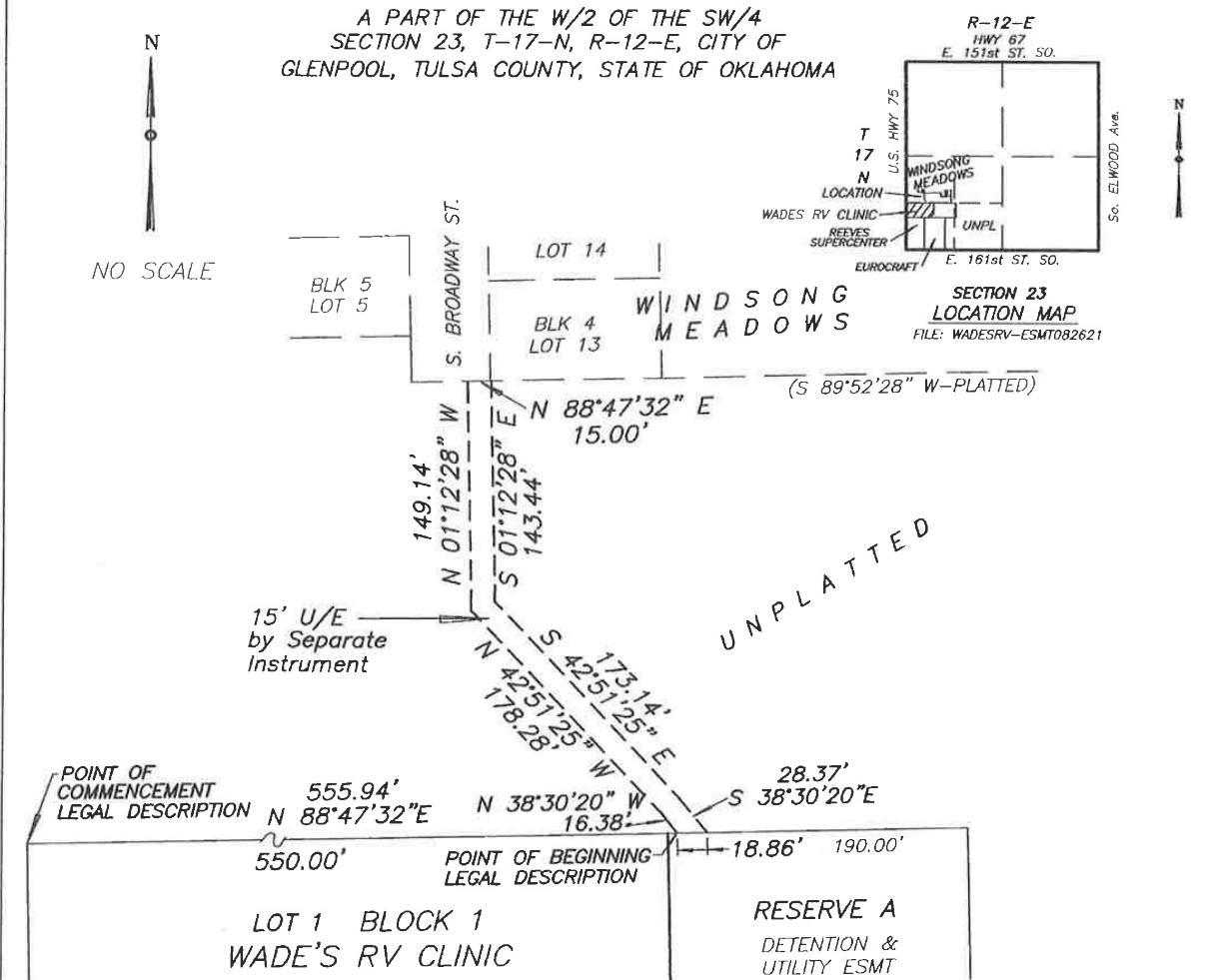
Dated this 16th day of September, 2021.

By: Wade T. Reeves (Grantor)

Name: Wade T. Reeves, Manager

GENERAL UTILITY EASEMENT

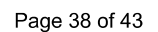
A PART OF THE W/2 OF THE SW/4
SECTION 23, T-17-N, R-12-E, CITY OF
GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA



LEGAL DESCRIPTION 15' GENERAL UTILITY EASEMENT

A part of the West Half of the Southwest Quarter (W/2 SW/4), lying in Section 23, T-17-N, R-12-E, City of Glenpool, Tulsa County, State of Oklahoma, being more particularly described as follows, Commencing at the Northwest Corner of Lot 1, Block 1, Wades RV Clinic; thence N 88°47'32"E along said North line of Wades RV Clinic, a distance of 555.94 feet to the Point of Beginning; thence N 38°30'20"W, a distance of 16.38 feet; thence N 42°51'25"W, a distance of 178.28 feet; thence N 01°12'28" W, a distance of 149.14 feet to a point on the South Boundary line of Windsong Meadows, Plat No. 5699; thence N 88°47'32"E, along the South Line of Windsong Meadows, a distance 15.00 feet; thence S 01°12'28"E, a distance of 143.44 feet; thence S 42°51'25" E, a distance of 173.14 feet; thence S 38°30'20" E, a distance of 28.37 feet to a point on the North Line of Wades RV Clinic; thence S 88°47'32" W, along said North line of Wades RV Clinic, a distance of 18.86 feet to the Point of Beginning.

EXHIBIT A





MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REQUEST FOR ACCEPTANCE
STORM SEWER and GENERAL UTILITY EASEMENT

DATE: OCTOBER 4, 2021

BACKGROUND

This item is for City Council consideration and action regarding the approval and acceptance of a Storm Sewer and General Utility Easement being dedicated to the City of Glenpool by Oklahoma Land Development and Property Management, LLC. The proposed easement is intended to support the installation of a certain public underground storm sewer main being constructed to collect and transport storm water from the new extension of Casper Avenue as part of the improvements related to the Floyd's RV dealership project. The attached plan map illustrates the location of the outfall storm sewer line connecting the south end of the proposed Casper Avenue extension to an existing storage pond south of the Floy's RV site. The improvements related to the extension of Casper Avenue are being dedicated to the public via the subdivision plat for Floyd's RV. This section of underground storm sewer is located outside the boundary of this subdivision plat and is being dedicated to the City by separate instrument as described in the attached dedication document.

Staff Recommendation:

Staff has reviewed the proposed Storm Sewer and General Utility Easement for content and format and is recommending approval and acceptance of this easement as proposed and described in the attached documentation.

Attachment:

- A.** Proposed Storm Sewer and General Utility Easement dedication from Oklahoma Land Development and Property Management, LLC

STORM SEWER AND GENERAL UTILITY EASEMENT

That the undersigned, Oklahoma Land Development and Property Management, LLC, an Oklahoma Limited Liability Company (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, including above and below ground stormwater conveyance structures, 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 above and below ground stormwater conveyance structures, 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 _____, 2021.

By: _____ (Grantor)
Robert Floyd, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the ____ day of _____, 2021, personally appeared Robert Floyd, 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:

ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2021

By: _____
Mayor: Joyce Calvert

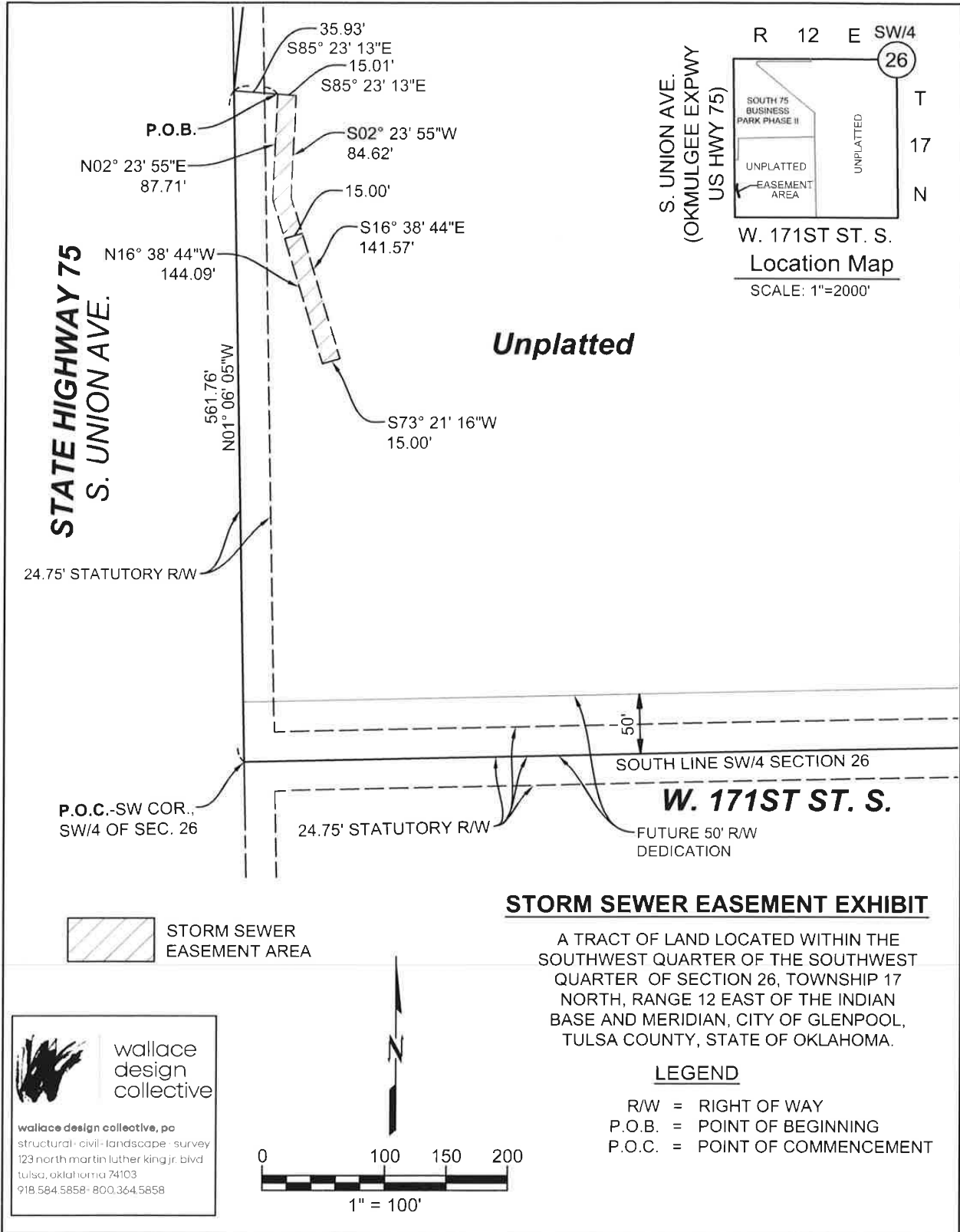
ATTEST:

Wendy Knight
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney

\\civil-server\projects\2040198 Floyd's RVDwg\PRODUCTION\Exhibits\2040198 Storm Esmt.dwg 9/1/2021





PROJECT:

**FLOYD'S RV
GLENPOOL**

PROJECT # 00105

17000 U.S.

GLENPOOL, OK
74033

CONSULTANT:

collective

Journal of Interpersonal Violence 24(1)

VISIONS:

SITE PLAN 07/28/

ISSUE DATE:

06.04.202

FET NAME-

OVERALL
CITE D. AN.

SITE PLAN

133

C100

DRAWN BY: VAPRO

BENCHMARK TABLE
BENCHMARK 55M4 LED SE OF SW PROSP. CORNER ELEV= 730.95

PARKING SUMMARY	
STANDARD ACCESSIBLE STALLS	3
VAN ACCESSIBLE STALLS	2
STANDARD PARKING PROVIDED	110
TOTAL PARKING	115
TOTAL SIZE	9 x 18
RV OVERNIGHT	5
RV PARKING MAIN	200
NW SOUTH LOT	112
TOTAL RV PARKING	357

ZONING	
ZONING	CC-PUD 42-B
BUILDING USE	COMMERCIAL, RECREATIONAL, VETERAN, SHELTER AND SERVICE
BUILDING SQUARE FOOTAGE (TOTAL)	38,526 SF
BUILDING SETBACKS	25' AT ROAD
FLOOR AREA RATIO	0.25
FLOT COVERAGE	NOT SPECIFIED
BUILDING HEIGHT	NO LIMIT

