

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

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

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

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Jason Yarbrough, First Baptist Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – David Tillotson, City Manager	
1) Community Development Director's Report 12 03 18	3 - 29
F) Treasurers Report – John Gonsalves, Finance Director	
1) OCTOBER TREASURERS REPORT	30 - 44
G) City Manager Report – David Tillotson, City Manager	
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Council Comments	
J) Public Comments	
K) Scheduled Business	
1) Discussion and possible action to approve minutes from November 5, 2018 meeting. (Wendy Knight, City Clerk) Regular Meeting - 05 Nov 2018 - Minutes - Html	45 - 50
2) Public Hearing for the purpose of giving consideration to a proposed Specific Use Permit SUP#2018-01, a request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district for Lot 2, Block 1, <i>Southwest Crossroads Section 2</i> , generally located at 12106 S. Waco Ave. a. Open Duly Advertised Public Hearing - Timothy Fox, Mayor b. Presentation of SUP#2018-01 - Erik Enyart, Tanner Consulting c. Facilitate Public Comments - Erik Enyart, Tanner Consulting d. Close Public Hearing - Timothy Fox, Mayor	
3) Discussion and possible action to approve Specific Use Permit SUP#2018-01, a request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, for approval of a digital/lighted (LED) sign within the CG (Commercial General)	51 - 63

zoning district for Lot 2, Block 1, *Southwest Crossroads Section 2*, generally located at 12106 S. Waco Ave.

(Erik Enyart, Tanner Consulting)

[Staff Report SUP#2018-01 - revised for 12-03-18](#)

- 4) Discussion and possible action to approve the Final Plat of *Glenn Hills* Blocks 1-6, located west of the northwest corner of 141st Street and Peoria Ave. (Elm Street). 64 - 70
(Erik Enyart, Tanner Consulting)
[Staff Report Final Plat of Glenn Hills Blocks 1-6 - revised for 12-03-18](#)
- 5) Discussion and possible action to approve and authorize the Mayor, acting also as the Chairman of the Board of Trustees of the Glenpool Utility Services Authority, to execute the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rural Water District #2 (“Creek-2”), subject only to non-substantive amendments as may be agreed to between the Glenpool City Attorney and legal counsel for Creek-2, the City Attorney hereby being authorized to determine in good faith what amendments may be deemed non-substantive, and its effectiveness contingent upon approval and execution by the President of the Board of Directors of Creek-2. 71 - 75
(Lowell Peterson, City Attorney)
[Staff Report Proposed Third Amendment](#)
[Proposed Third Amendment to Settlement Agreement 120318](#)
- 6) Discussion and possible action to endorse the Tulsa Regional Chamber's OneVoice Legislative Agenda. 76 - 84
(David Tillotson, City Manager)
[Staff Report 2019 OneVoice Agenda](#)
[2019 OneVoice Agenda](#)
- 7) Discussion and possible action to approve Council member attendance at the ICSC RECON conference on May 19-22, 2019. 85
(David Tillotson, City Manager)
[ICSC RECON Conference](#)
- 8) Discussion and possible action to approve the contract bid received from 357, Inc. dba RECO Enterprises; the Notice of Contract Award; a construction Contract Agreement for a total amount not to exceed the contract bid price of \$114,875.00; and authorization be given to the City Manager to execute said Notice of Contract Award and the associated Contract Agreement accordingly, for the Senior Citizen Activities Building Improvement Project. 86 - 130
(David Tillotson, City Manager)
[Memorandum City Council Meeting 12 03 18 Senior Center CDBG Project Bid Acceptance](#)
- 9) Discussion of the current status regarding Engineering Design activities associated with the removal and reconfiguration of the existing Warrior Road access drive consisting of demolition, re-grading, paving & drainage improvements, including public street right-of-way acquisition. No action will be taken.
(David Tillotson, City Manager)

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 30, 2018 at 4:00 pm.

Signed: Wendy Knight

City Clerk



Community Development Director's Report

Date: December 3, 2018

To: Glenpool City Council

Mayor and Councilors;

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

On-going City Improvement Projects

Speedy's Sanitary Sewer Liftstation Rehabilitation Project

- This project was awarded to MSB, LLC located in Oologah
- The Notice to Proceed was issued to the Contractor on August 31st, 2018.
- There have been several delays in material deliveries to initiate the construction phase of the project, however forcemain piping for the project was delivered to the project site November 15th.
- Construction notices were sent November 16th to all property owners that will be impacted by the installation of the forcemain.
- Actual start of construction occurred on November 19th beginning with the installation of forcemain piping at the north end of the project along the south side of 141st Street with work progressing southerly along the east side of Broadway Avenue.
- Full Project completion is not anticipated until July, 2019 due to lengthy delays in the delivery of pumps, motors, and the auxiliary power generator for necessary for the station upgrades.

Black Gold Park Senior Center Kitchen Rehabilitation Project: 2018 CDBG

- Project was sent out to Bid: October 13, 2018
- Pre-Bid Meeting was held: October 25, 2018
- Bid Date: November 5, 2018
- Anticipated Start of Construction: January 7, 2019
- Estimated Project Completion Date: March 15, 2019

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

On-going Private Development and/or Building Projects

Cathy's Car Wash: Southwest Crossroads Addition: 122nd Street & Waco Avenue

- The actual Jiffy Lube portion of the project is fully complete and in operation.
- The full completion of the associated carwash facility is scheduled for January 1st.

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

- To-date, there have been building permit applications and permits issued on all eight (8) individual building structures proposed within the project – thus completing the building portion of the project.
- Building construction currently ranges from foundation installation, structural steel erection, to interior tenant type finish-out.
- Construction of associated parking and access drives has started on the east side of the project and will follow westerly as the office/warehouse building construction advances.
- The Developer estimates full completion of the first multi-tenant commercial building fronting onto Peoria Ave. in January, 2019. Interior tenant improvements on the first retail building has started. The first retail business in this building is anticipated to open for business in late January, 2019.
- Full project completion (all building construction) is anticipated by July, 2019.

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

- The Developer submitted a project Earth Change Permit limited to the site clearing, grubbing. The process of clearing the site was fully completed in July.
- The Developer has also submitted and has been granted a general Earth Change Permit application covering all rough area and street right-of-way grading. The grading and erosion control associated with the Earth Change Permit is on-going currently.
- The supporting construction documents for the site improvements covering paving, storm water management, and public utility services for the project have been submitted for review and permitting. A second review of these construction documents has been completed by City Staff and returned to the project engineer for final revisions.
- The subdivision platting process has been initiated with the submittal and approval of a Preliminary Plat by the Planning Commission at the July 9th meeting.
- The Developer has indicated the start actual infrastructure improvement installation is anticipated in December following the completion of the rough site grading currently under way.

Glenpool Elementary School: Elwood Avenue & 138th Street

- This project is located at the southeast corner of 138th Street and Elwood Avenue.
- The subdivision platting process for the project has been completed and the final plat has been recorded with Tulsa County.
- The project site improvement and building construction plans have been fully approved and permitted for construction.
- All site and building related improvement construction is underway at this time.
- The Glenpool School Administration has predicted a full project completion in the second quarter of 2019 and will be ready for occupancy by the start of the 2019/2020 school year.
- Predicted student load for the first year of operations is approximately 500 students.

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www.glenpoolonline.com

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 34 and is generally located on the north side of 141st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Planning Commission and City Council approval of the final Phase I subdivision plat is scheduled to be completed in December, 2018.
- Phase I site improvements consisting of clearing, grubbing, rough area grading, and the construction of public improvements necessary to serve the addition (water, sanitary sewer, storm sewer, and paving) are currently in the final stages of completion.
- Full completion of Phase I of the development and the start of actual home construction is anticipated in February, 2019.

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

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

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

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 32.
- At this time, an Earth Change Permit limited to site clearing, grubbing, and disposal has been issued for the project.
- Clearing and disposal for the entire project has been completed.
- The submittal of the preliminary and conditional final subdivision plat and all required public infrastructure improvement construction plans occurred the first week in June.
- The final subdivision plat was reviewed and approved by the Planning Commission at the July 9th meeting.
- The construction plan review regarding the public improvements is underway currently with full approval and permitting anticipated in December, allowing construction startup in January, 2019.

Scissortail: Residential Addition – 151st Street &

- This is a single-family residential project being developed under the conditions and development standards set forth and approved per PUD No. 39 and is generally located on the north side of 151st Street at Iroquois Avenue.
- Planning related processing and approvals have been completed regarding zoning and preliminary subdivision platting covering the first phase of the project.
- Planning Commission and City Council approval of the final Phase I subdivision plat is anticipated to occur in January, 2019.
- Phase I site improvement construction documents consisting of rough & final grading, erosion control, storm water management, waterlines, sanitary sewer, and paving are currently in the final design and permitting phase.
- Full completion of the engineering design and permitting of Phase I improvements is anticipated in December, 2018

Current Planning Department and Planning Commission Activities:**SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:****FINAL PLAT: GLEN HILLS BLOCKS 1-6: K & S Development Inc.**

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

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Tabled with direction to the Applicant to make the corrections identified by Staff and to correct the minimum house size in the private covenants to 1,500 square feet per the PUD
- 11/14/18 Planning Commission Conditionally Approved
- 12/03/18 City Council consideration for Final Plat approval

PRELIMINARY PLAT: GLEN HILLS BLOCKS 7-11: K & S Development Inc.

This residential development is located west of the northwest corner of 141st Street and Peoria Avenue and contains 20.04 acres (Phase II). This proposed subdivision covers the development of 79 single family residential lots under the concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Approved subject to the corrections identified by Staff and those identified by the Planning Commission, including correcting the minimum house size in the private covenants to 1,500 square feet and provide assurances that construction traffic will only utilize 141st St.
- TBD Final Plat application to be filed

FINAL PLAT: SCISSORTAIL – BLOCKS 1 THRU 4: Summit Properties, Inc.

This residential development is at the intersection of 151st Street and Poplar Street and contains 29.13 acres (Phase I). This proposed subdivision covers the development of 88 single family

residential lots under the concepts and development standards established and previously approved in PUD No. 39.

- Final Plat application has not yet been submitted
- Street intersection had to be moved due to discovering major underground fiber optic / communications lines at the initial location; Amendment to the PUD has been determined unnecessary as the street is outside of the PUD; only engineering design and permitting considerations are required for the street intersection relocation
- PUD Minor Amendment approved 11/14/2018; Minor Amendment corrected inaccurately cited land areas for the PUD boundary and areas within and other particulars depending on the cited land areas. No substantive changes were requested or approved.

SPECIFIC USE PERMIT:

SUP-2018-01 (PAT'S CAR WASH/JIFFY LUBE) A request to allow a LED sign in a CG (Commercial Shopping) zoned property located at 12106 South Waco Ave (Adjacent to Jiffy Lube).

- 8/31/18 TAC Review
- 10/8/18 Board of Adjustment Approved 3 Variances to allow a maximum of 200 square feet of display surface area
- 10/8/18 Planning Commission Recommended Conditional Approval as per Staff recommendations
- 11/05/18 City Council Tabled per Staff recommendation due to informational inconsistency between Applicant and developer (beneficiary of the covenants) and continuing lack of necessary information
- 12/03/18 City Council Public Hearing and Consideration for approval

Current Building & Inspection Department Activity: November, 2018

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

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: 141st Street & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue

Glenpool Residential and Commercial Building Permit Statistics:

- | | |
|---|-----------|
| • New Residential Permits Issued in November, 2018: | 1 Total |
| • New Commercial Permits Issued in November, 2018: | -0- Total |
| • Current Active Residential Permits: | 11 Total |
| • Current Active Commercial Permits: | 15 Total |
| • 2017 Residential Permits thru November: | 77 Total |
| • 2018 Residential Permits issued thru November: | 20 Total |
| • 2017 Commercial Permits Issued Thru November: | 9 Total |
| • 2018 Commercial Permits Issued Thru November: | 8 Total |

Code Enforcement Department:**November, 2018****Typical Issues Addressed by the Code Enforcement Department: Public Nuisances**

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

Department Activity for the Month of November, 2018:

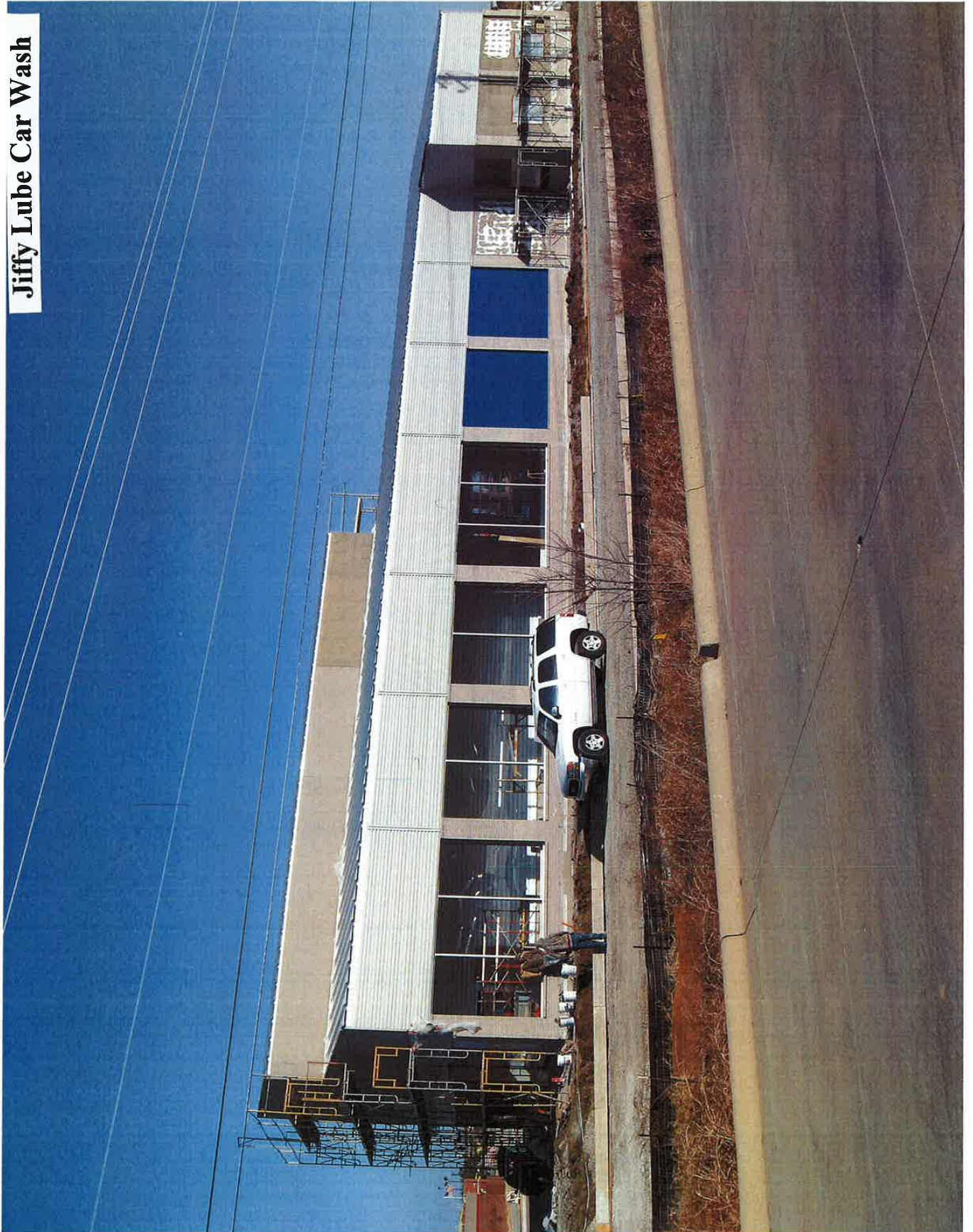
• Year-to-Date citizen complaint calls received and investigated:	759
• Public nuisance cases remaining open thru November:	17
• New Code Enforcement cases processed in November:	
1. Calls reporting high grass:	49
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	12
4. Nuisance abatements performed by contractors:	10
5. Notices issued for residences without water service:	-0-
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	147
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	38
10. Dilapidated vacant structures and properties:	3
11. Trash can/receptacle placement:	16
12. Misc. cases:	24
Total New Cases Opened in November:	298

Real Estate Special Assessment Determinations: November, 2018.

Special Assessment Letters Issued to Title Companies 28

Assessment Letter Fee Collection Notices Issued 26

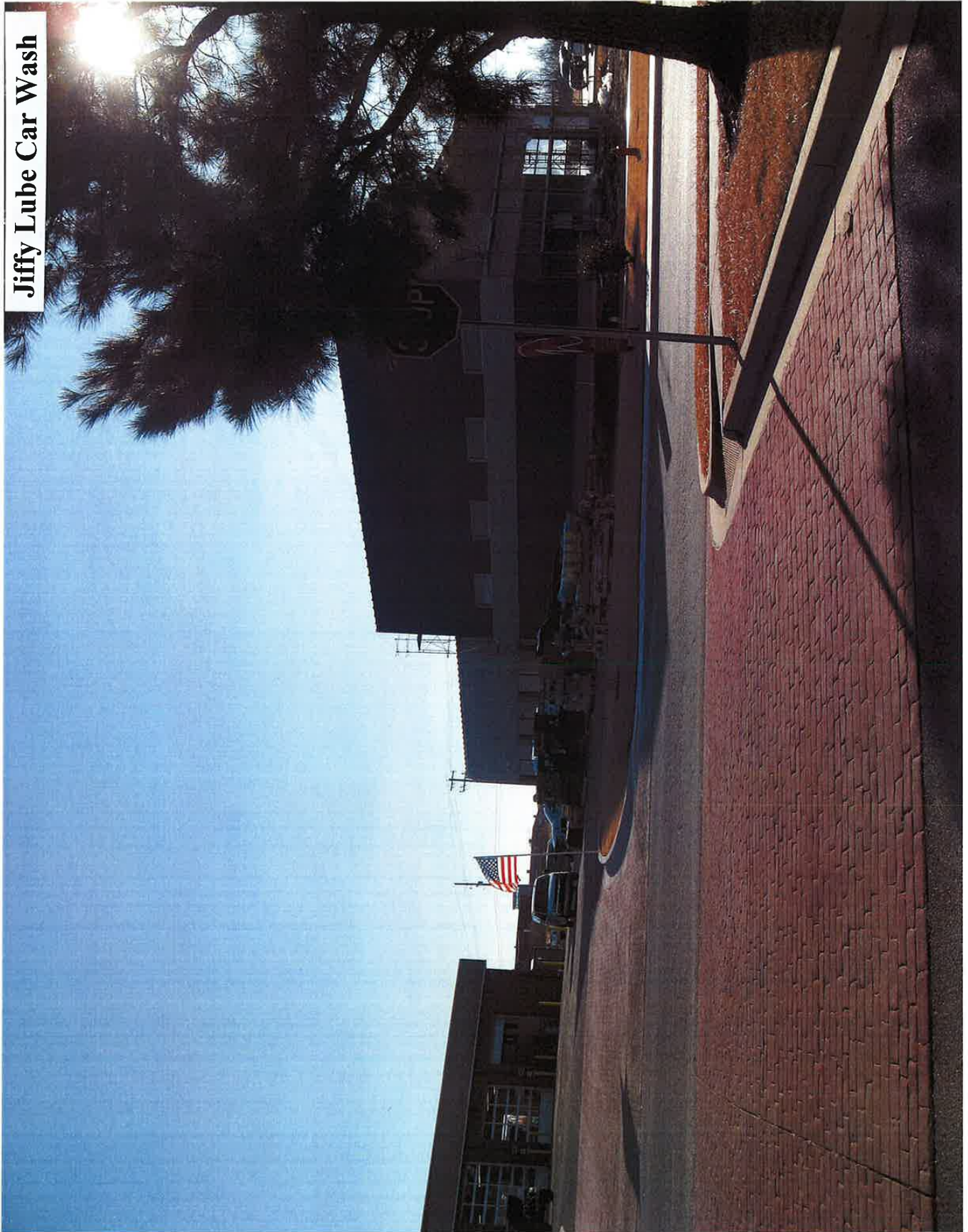
Jiffy Lube Car Wash



Jiffy Lube Car Wash



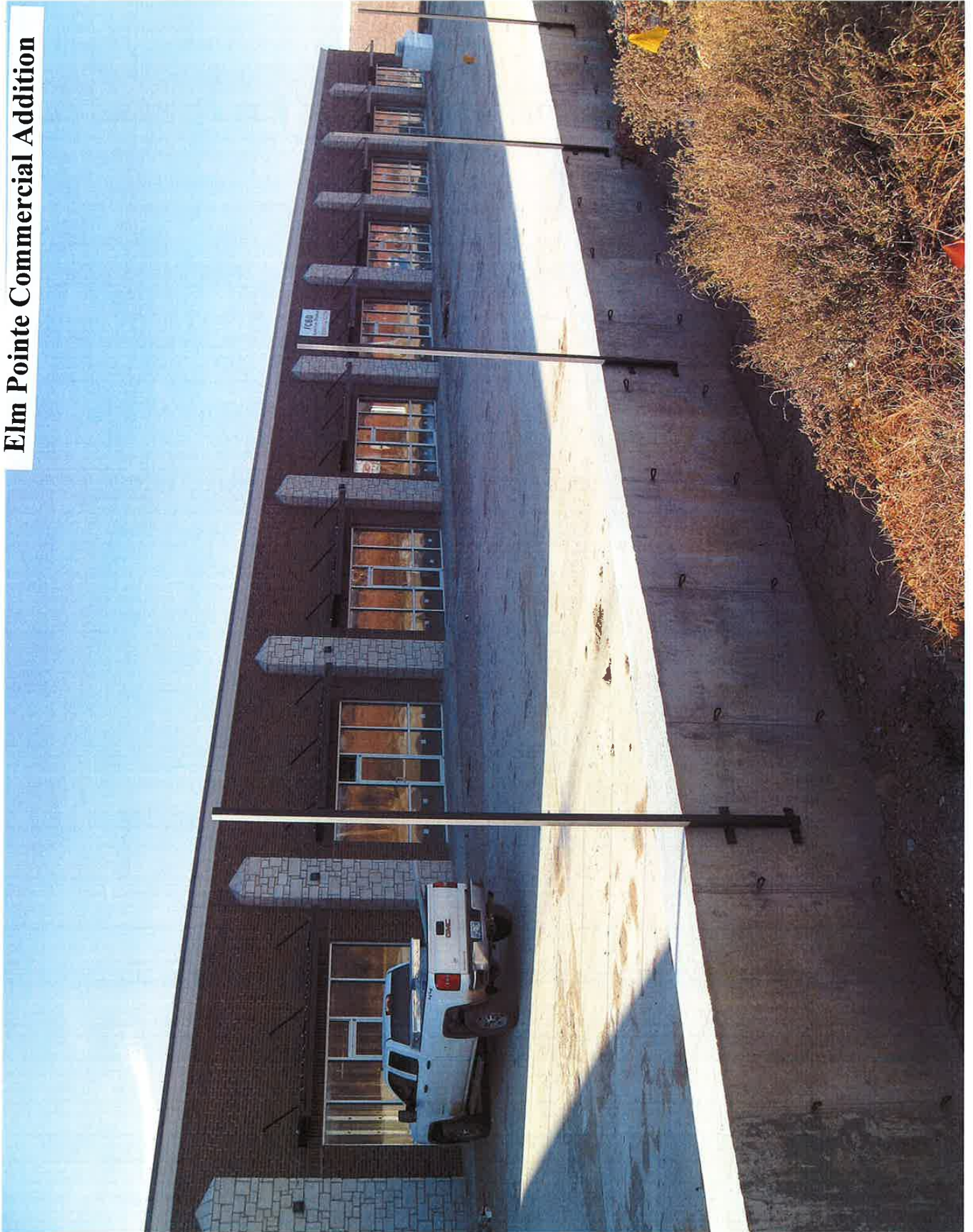
Jiffy Lube Car Wash



Elm Pointe Commercial Addition



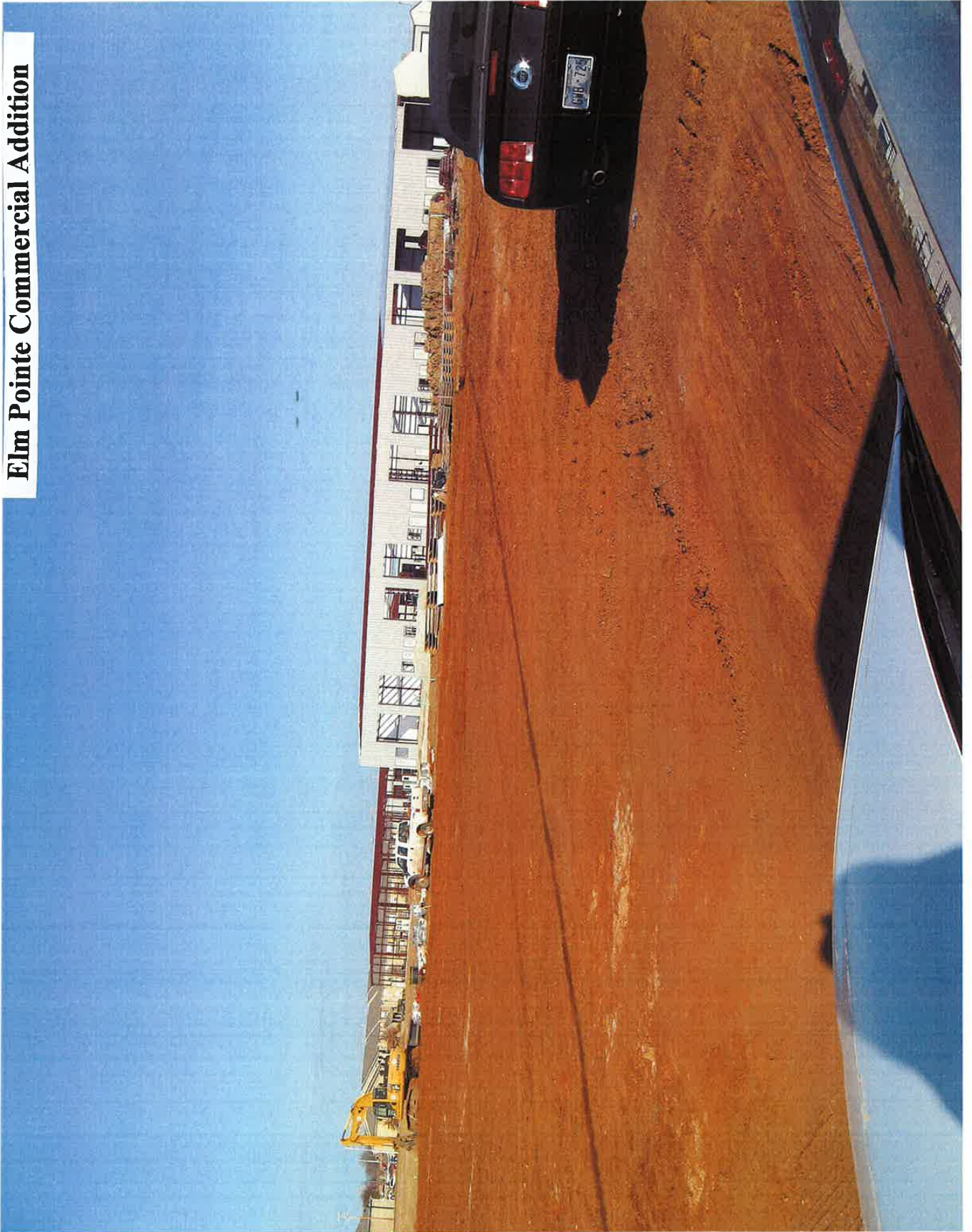
Elm Pointe Commercial Addition



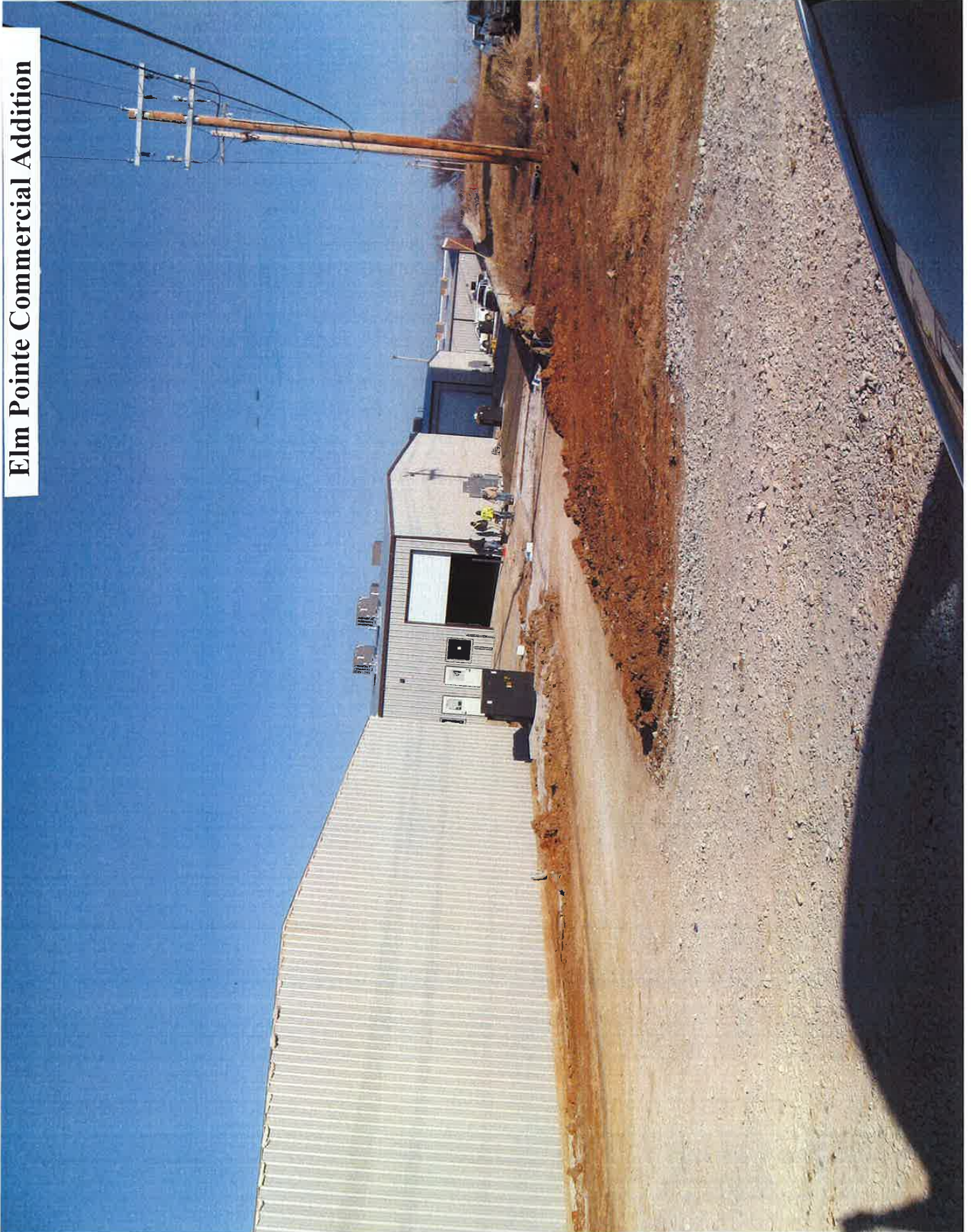
Elm Pointe Commercial Addition



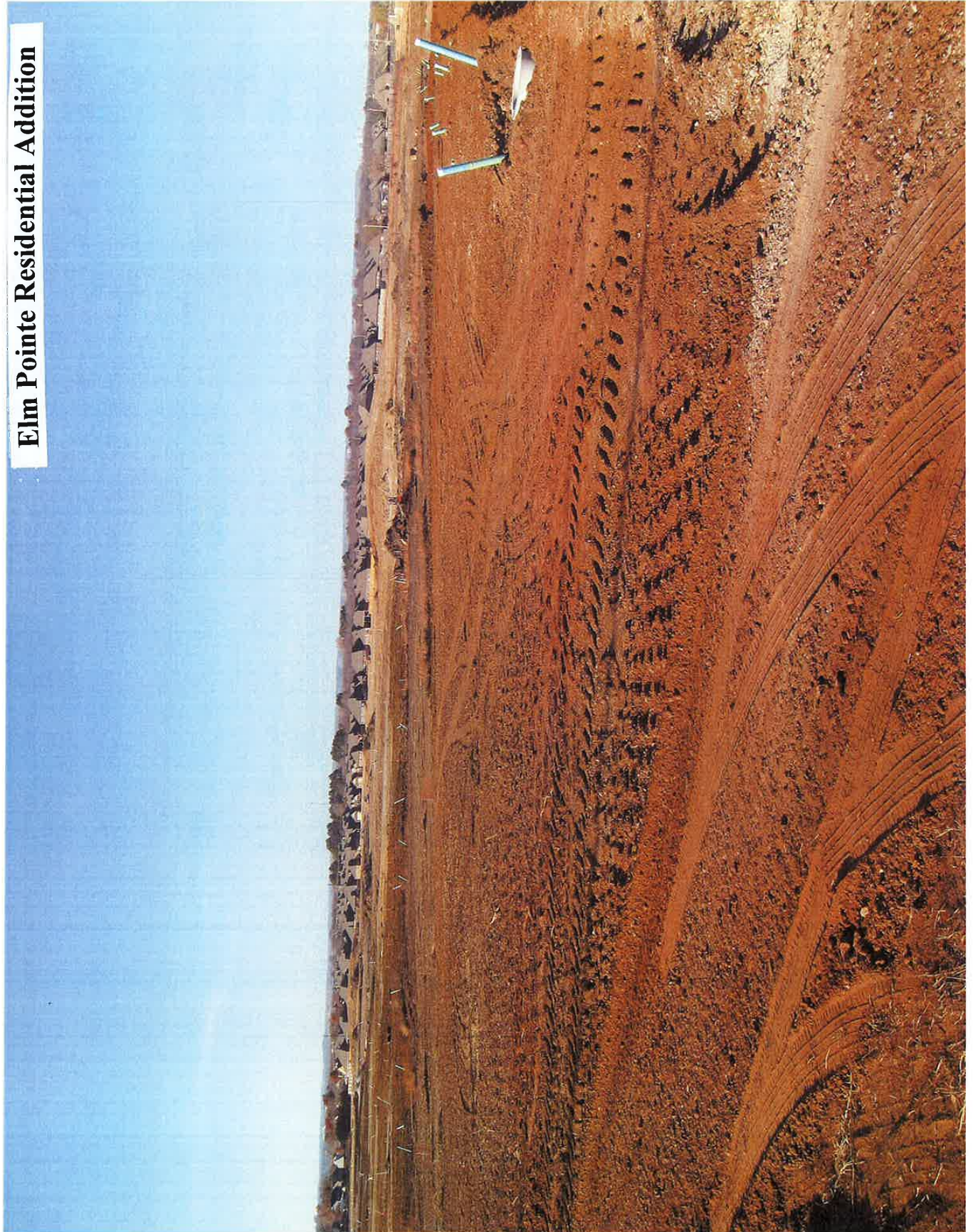
Elm Pointe Commercial Addition



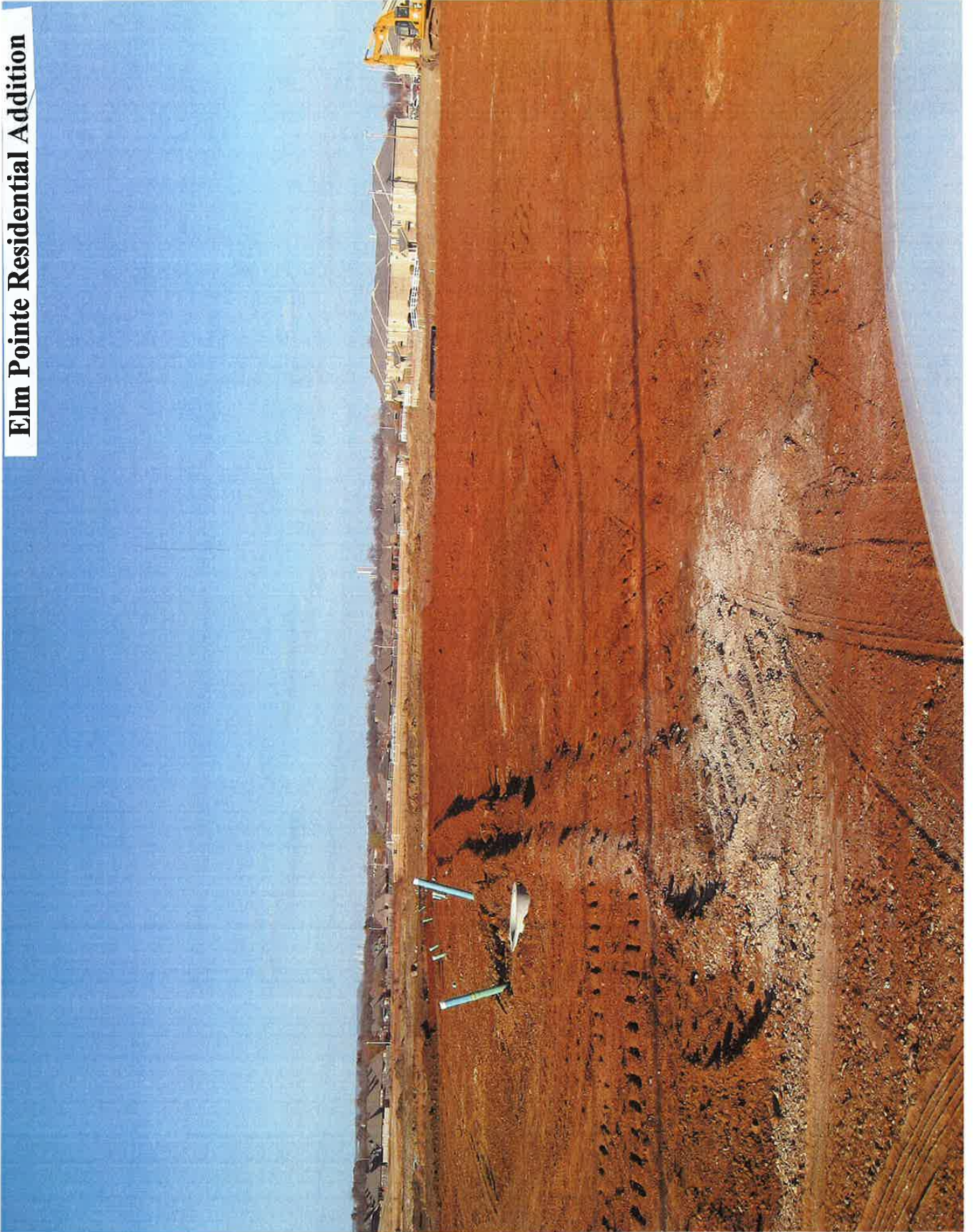
Elm Pointe Commercial Addition



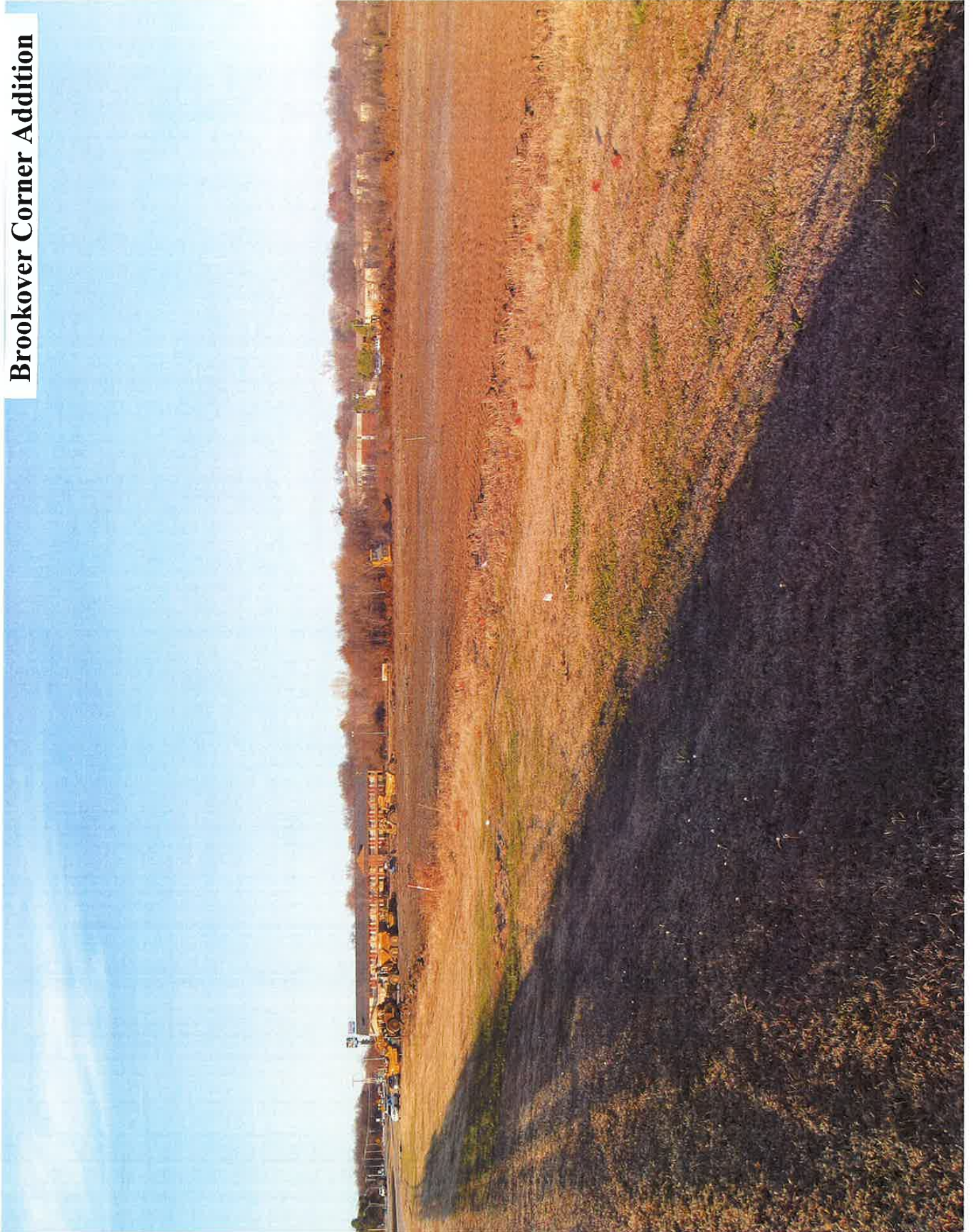
Elm Pointe Residential Addition



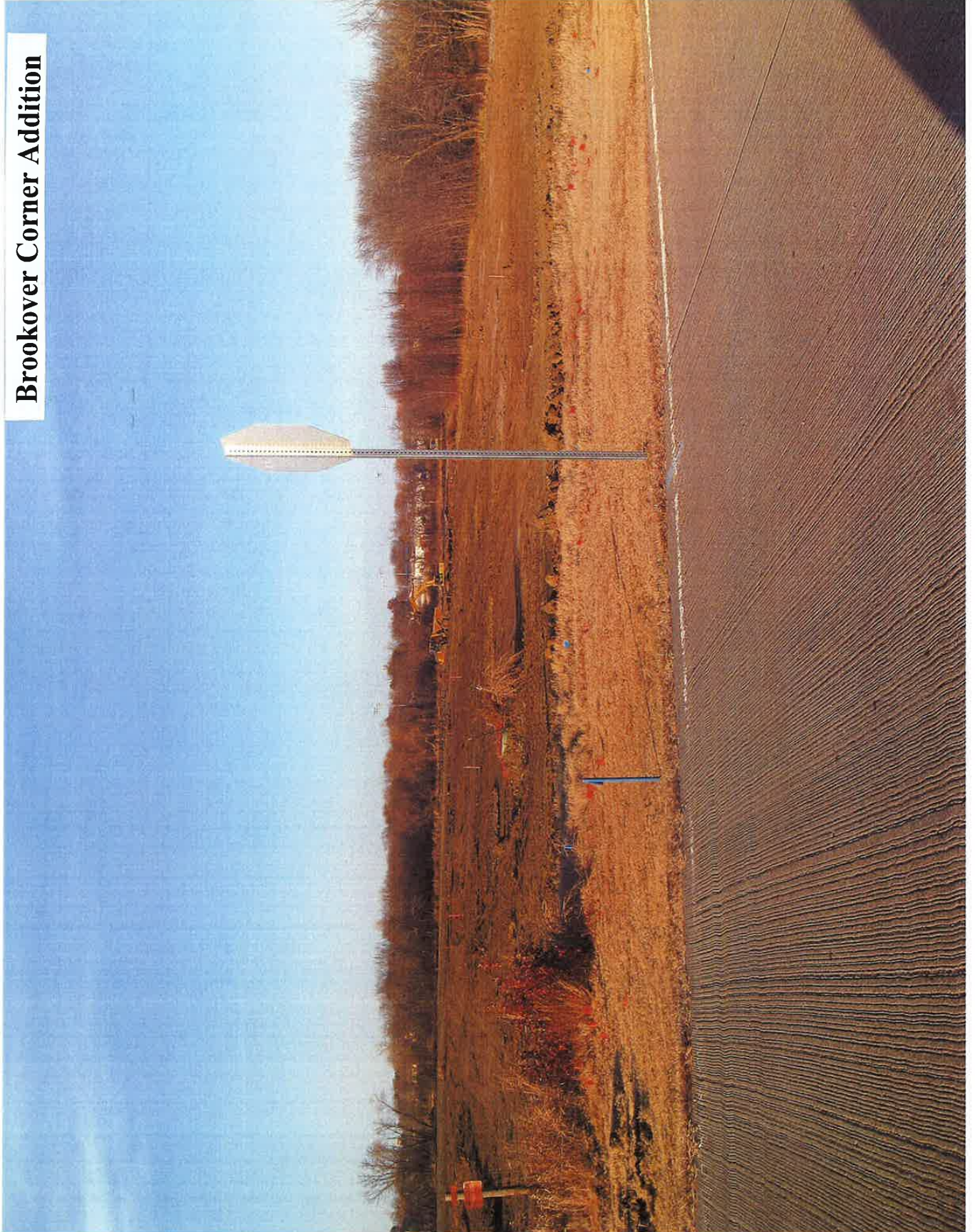
Elm Pointe Residential Addition



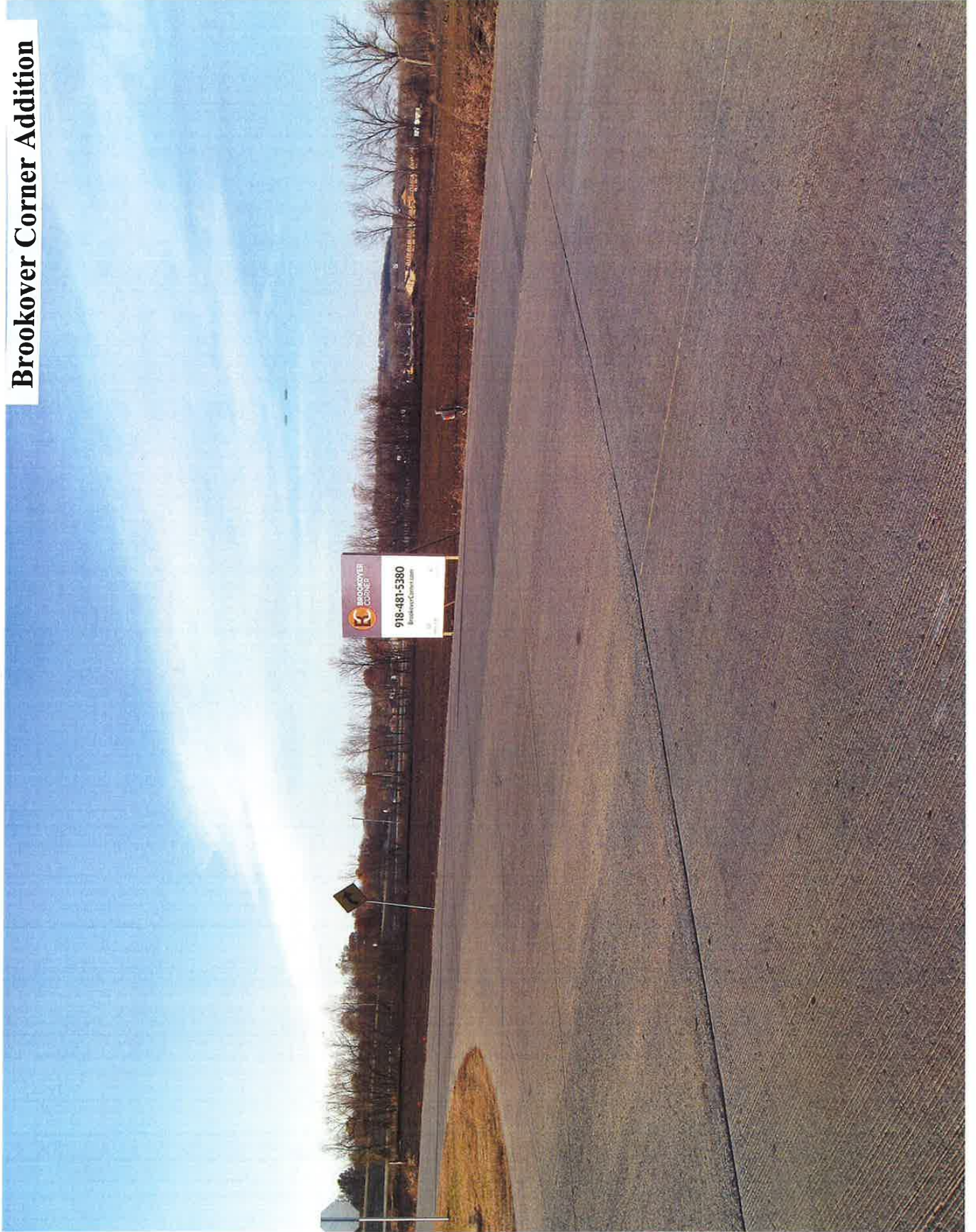
Brookover Corner Addition



Brookover Corner Addition



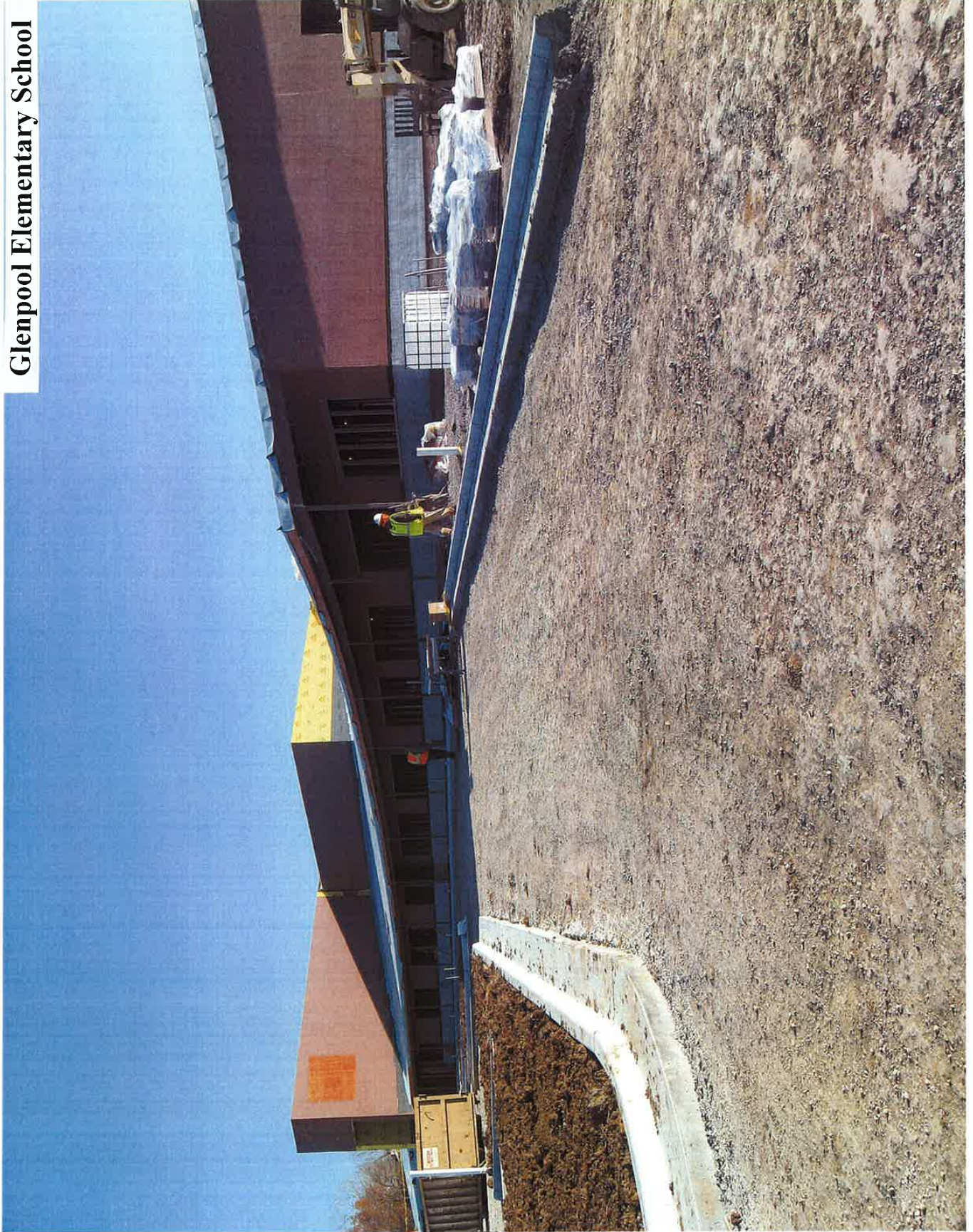
Brookover Corner Addition



Glenpool Elementary School



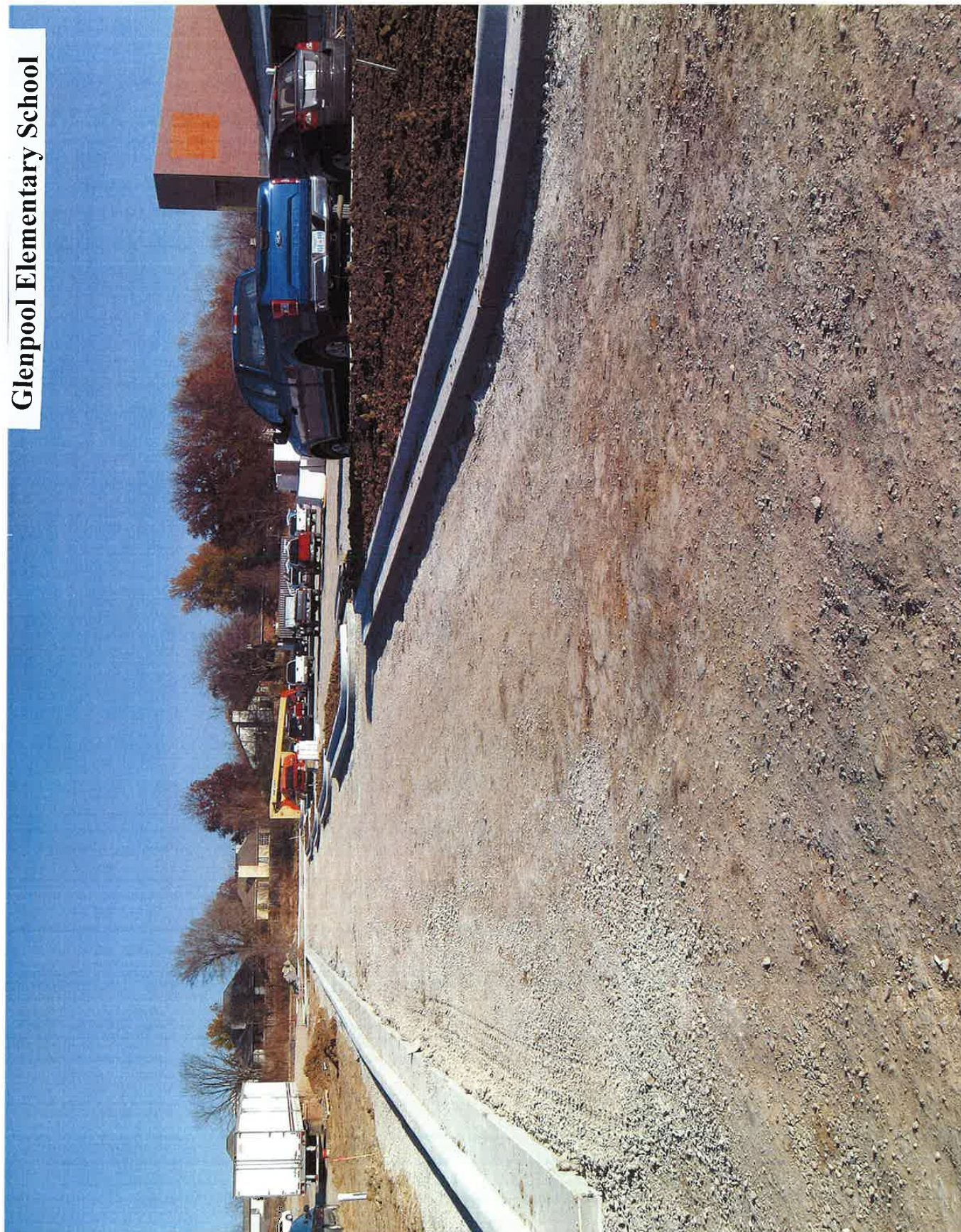
Glenpool Elementary School



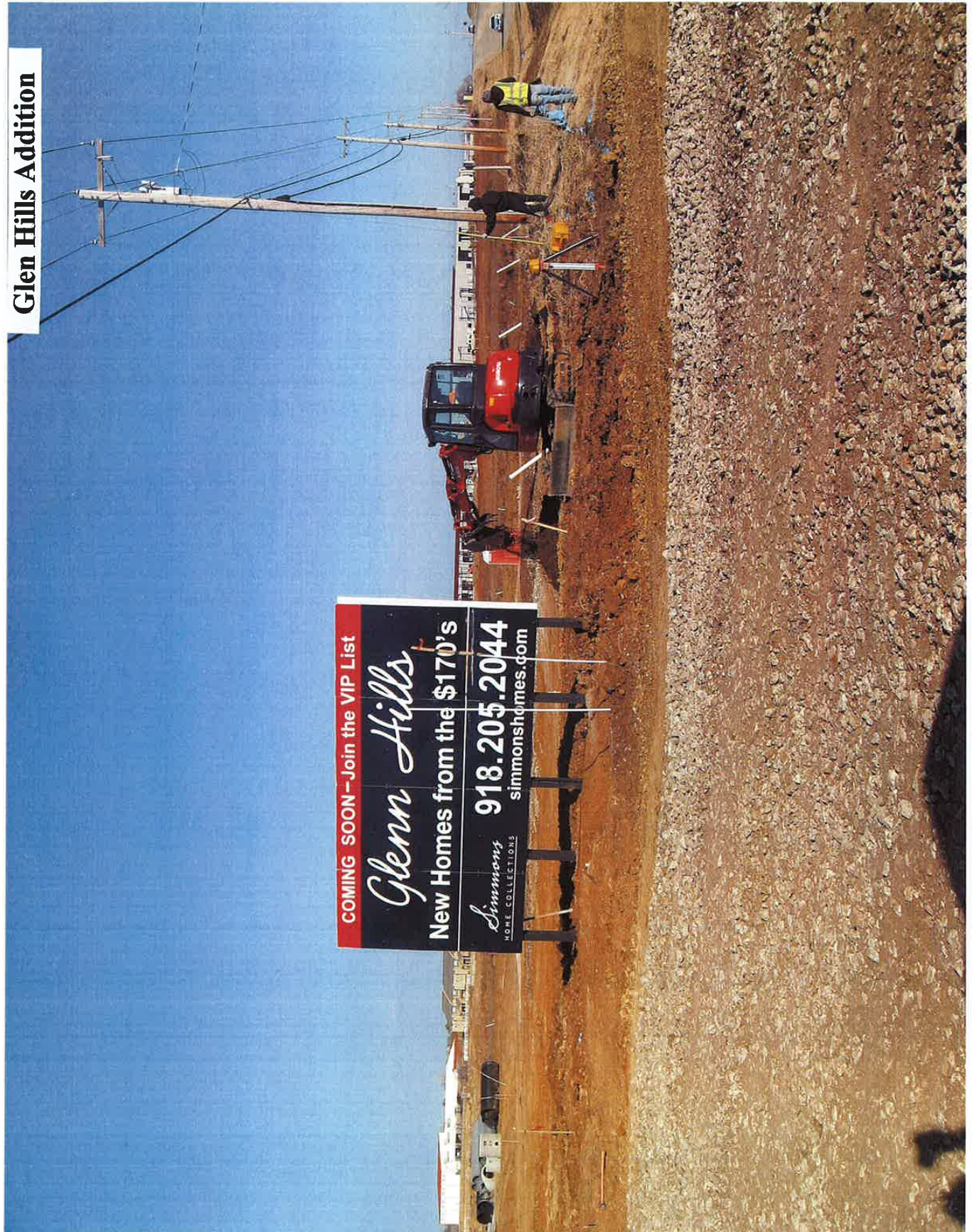
Glenpool Elementary School



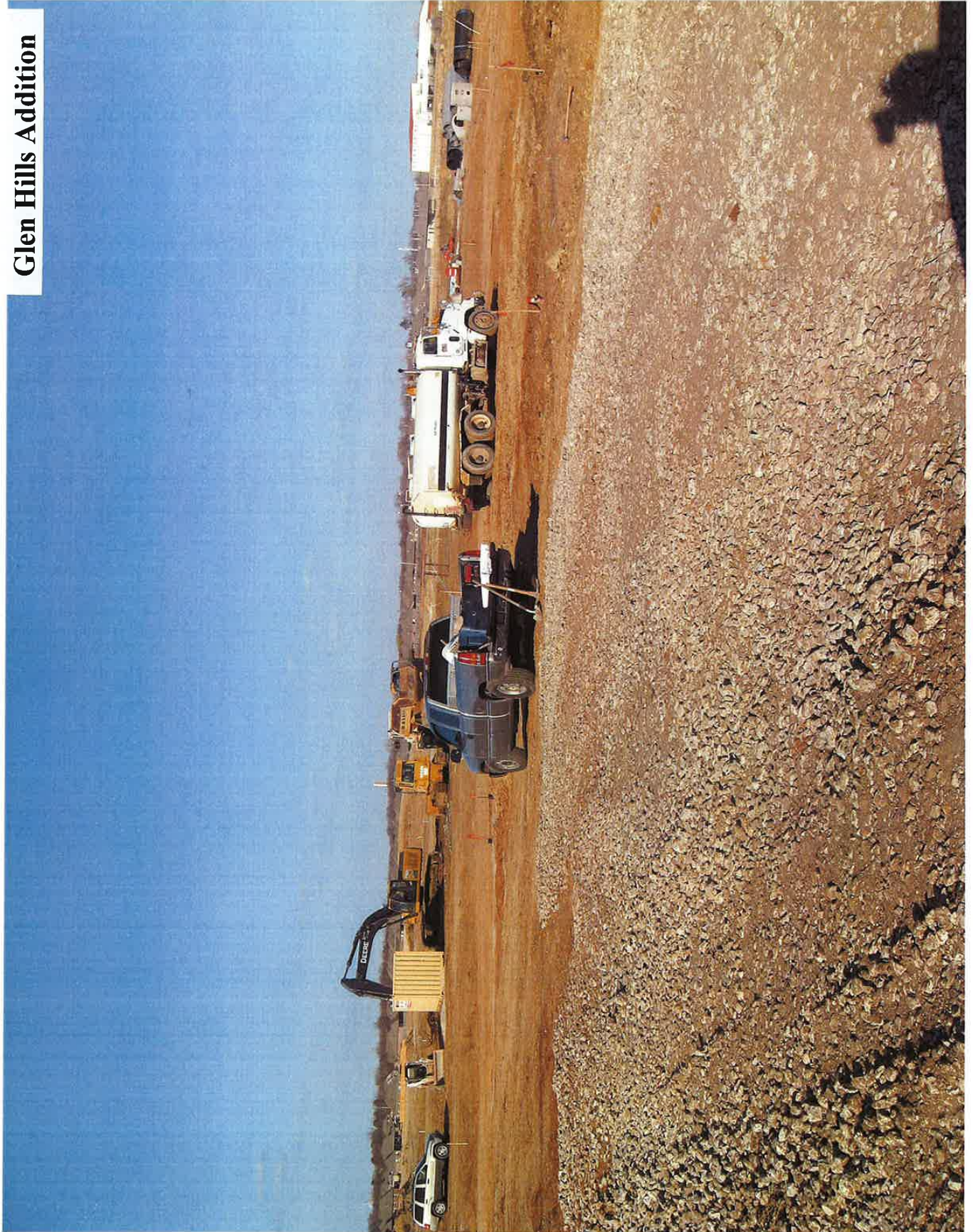
Glenpool Elementary School



Glen Hills Addition



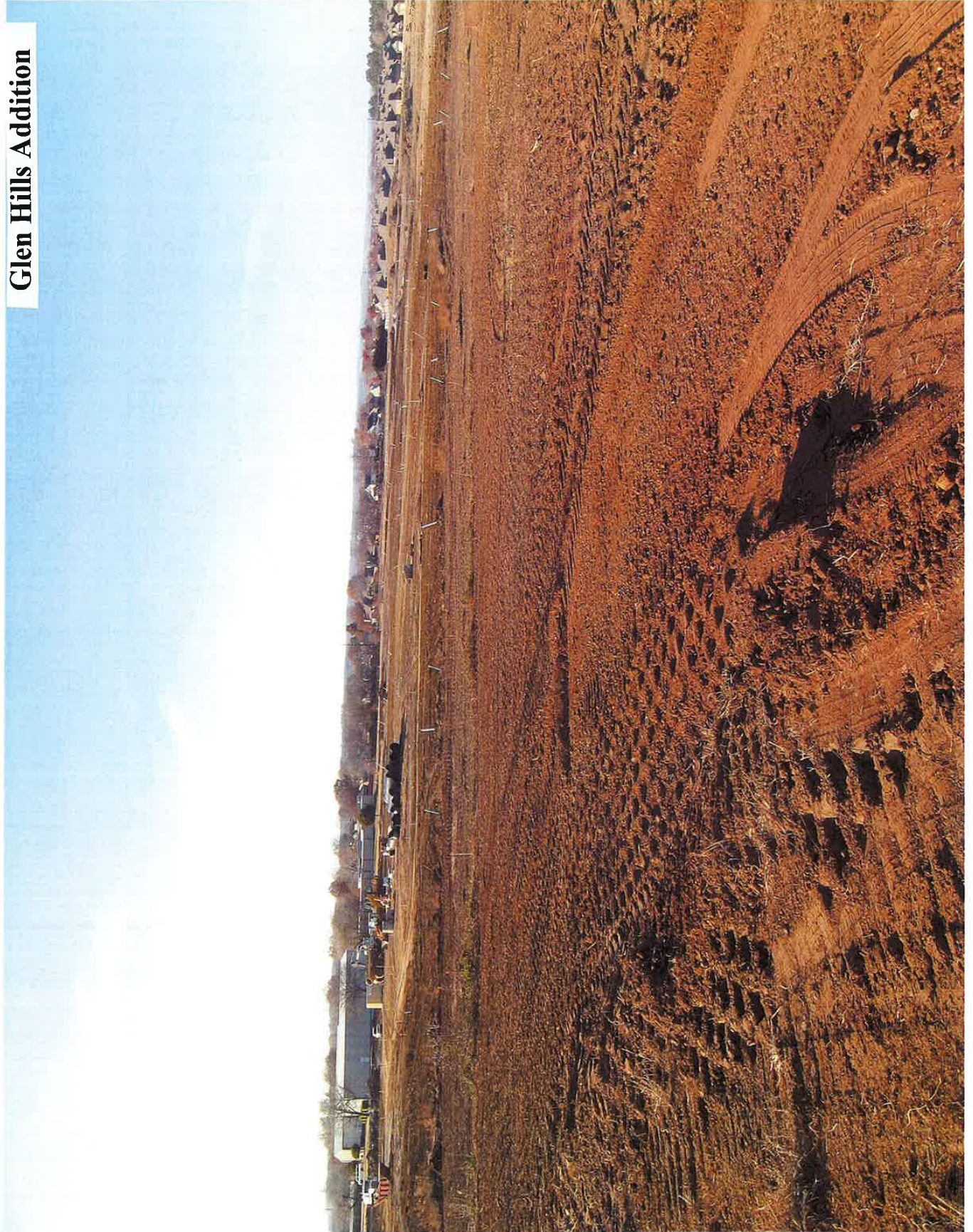
Glen Hills Addition





Glen Hills Addition

Glen Hills Addition





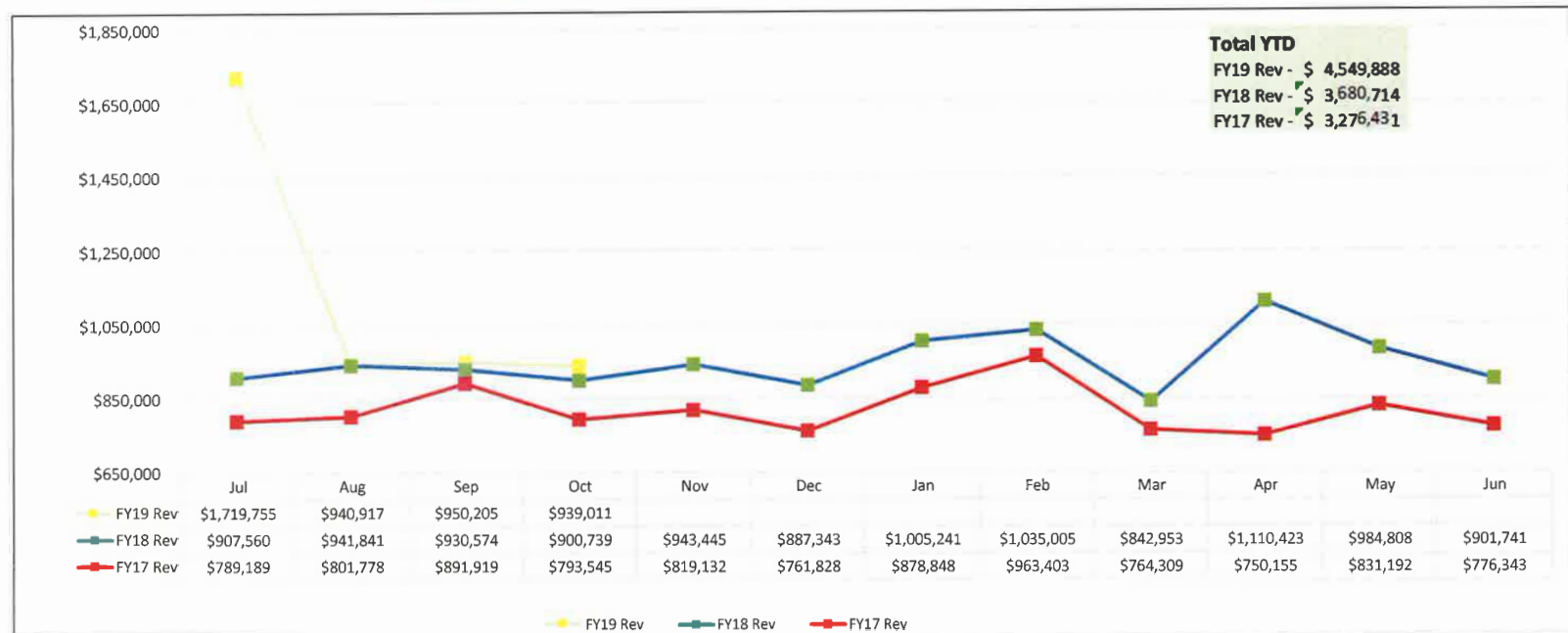
Treasurer's Report October 31st, 2018

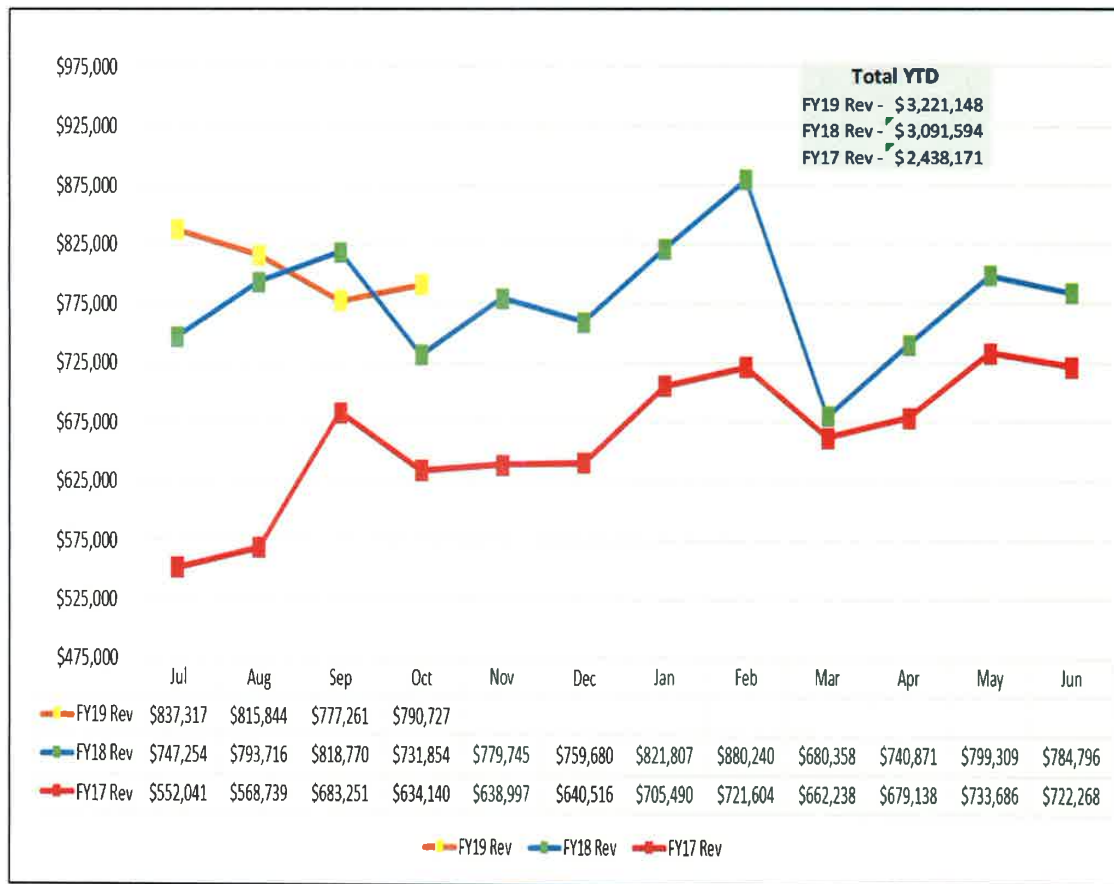
FUND	REVENUES AS OF 10/31/18			EXPENDITURES AS OF 10/31/2018		
	FY18 BUDGET	FY18 ACTUAL YTD	Target 33.33%	FY18 BUDGET	FY18 ACTUAL	Target 33.33%
GENERAL FUND	\$ 11,515,031	\$ 4,553,878	40%	\$ 11,515,031	\$ 3,366,907	29%
GUSA	\$ 9,156,789	\$ 3,068,220	34%	\$ 9,156,789	\$ 1,854,721	20%
PARKS & RECREATION	\$ 10,000	\$ 1,575	16%	\$ 10,000	\$ -	0%
HOTEL MOTEL TAX	\$ 200,000	\$ 75,926	38%	\$ 200,000	\$ 34,000	17%
GIA	\$ 512,882	\$ 139,814	27%	\$ 512,882	\$ 84,897	17%
STREETS & INFRASTRUCTURE	\$ 1,040,617	\$ 193,318	19%	\$ 1,040,617	\$ 26,122	3%
PUBLIC SAFETY CAPITAL	\$ 1,712,548	\$ 173,273	10%	\$ 1,712,548	\$ 157,456	9%
PUBLIC SAFETY PERSONNEL	\$ 1,173,303	\$ 366,252	31%	\$ 1,173,303	\$ 283,524	24%
TOTAL	\$ 25,321,170	\$ 8,572,257		\$ 25,321,170	\$ 5,807,627	

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF OCTOBER 2018
4TH MONTH IN
FISCAL YEAR 2018-
2019 OR 33.33%
COMPLETED AS OF
OCTOBER 31ST, 2018

City of Glenpool General Fund Revenues as of OCTOBER 31ST, 2018

23.6% INCREASE COMPARED TO PREVIOUS YTD

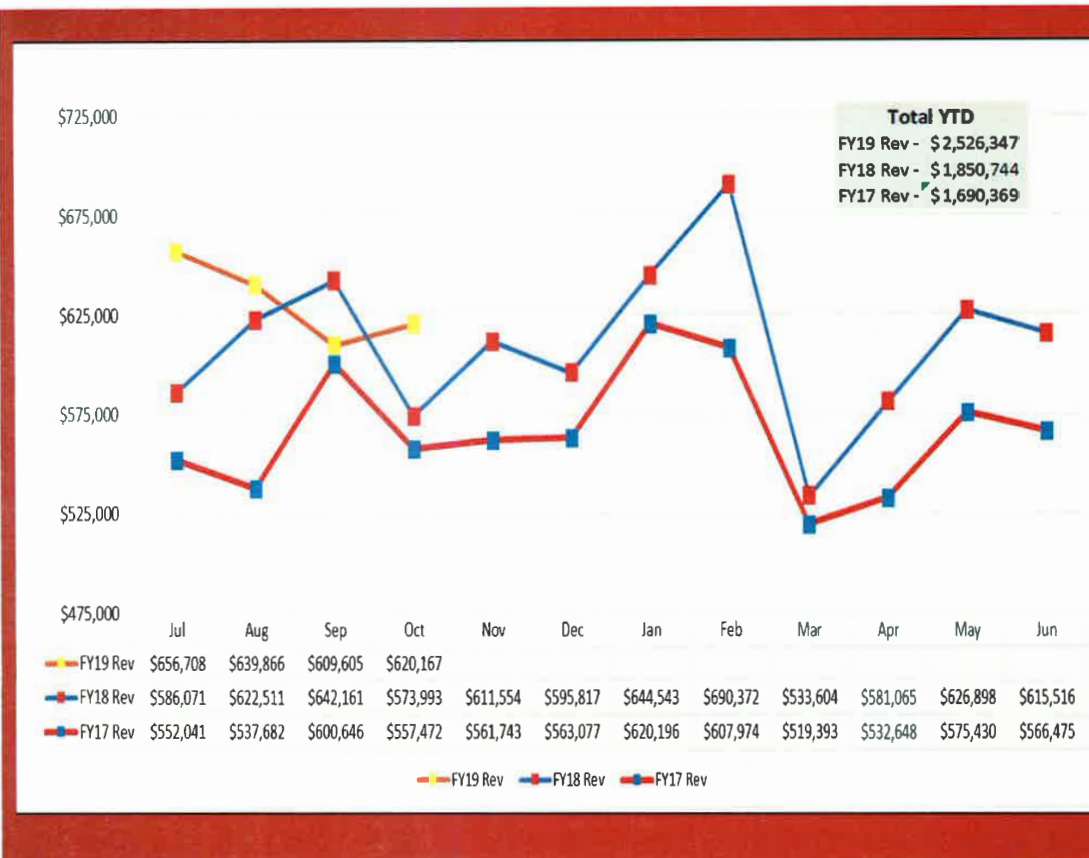




City of Glenpool Sales Tax Revenues - All Funds as of OCTOBER 31ST, 2018

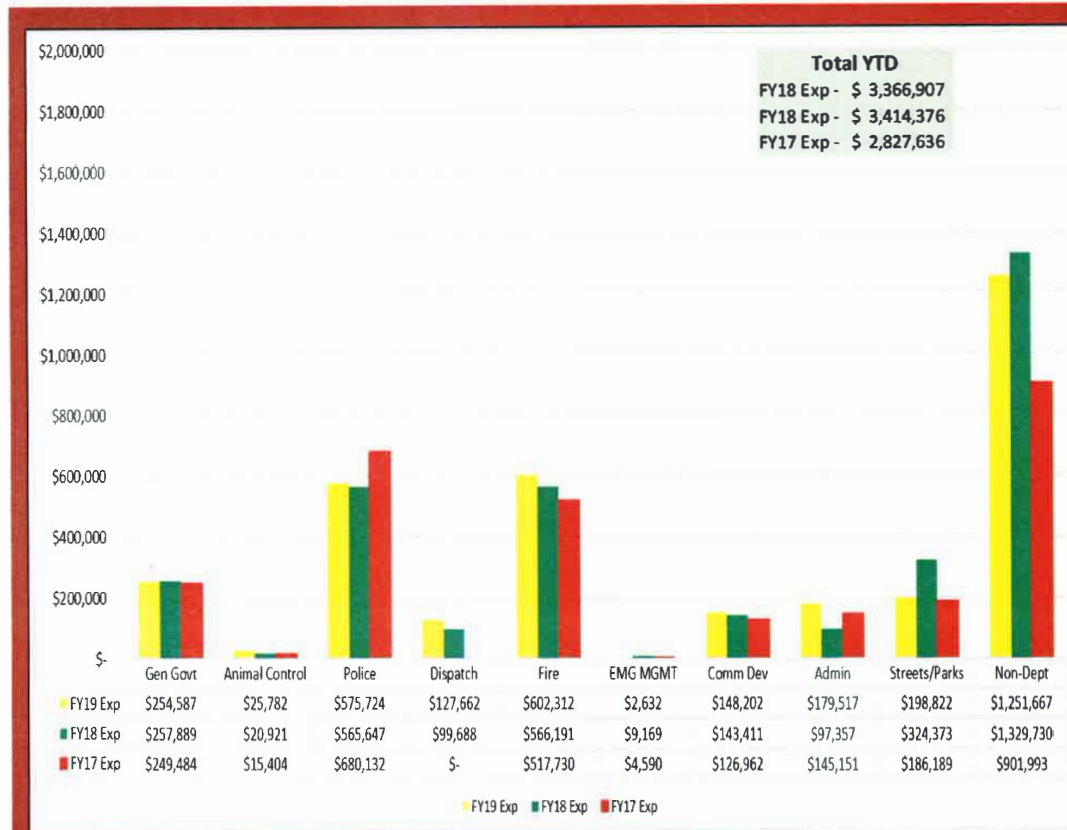
- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- ▶ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- ▶ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

4.2% INCREASE COMPARED TO
PREVIOUS YTD



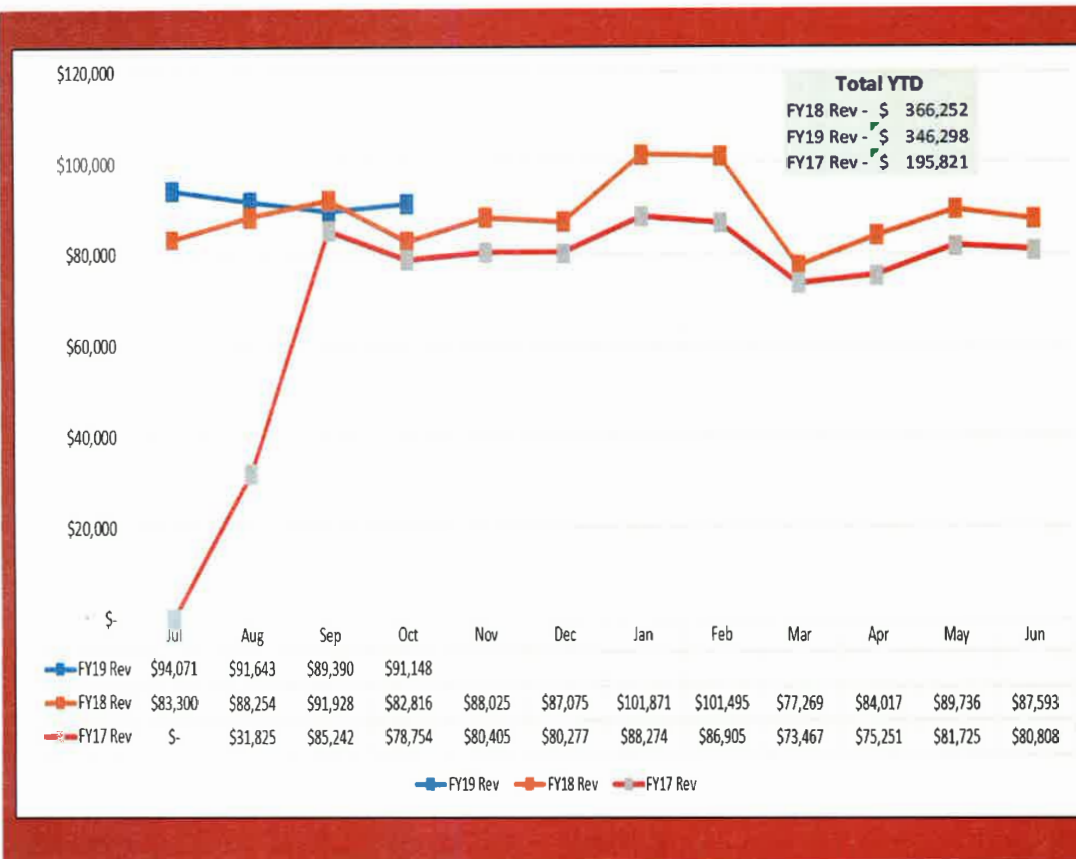
City of Glenpool Sales Tax Revenues - General Fund as of OCTOBER 31ST, 2018

36.5% INCREASE
COMPARED TO
PREVIOUS YTD



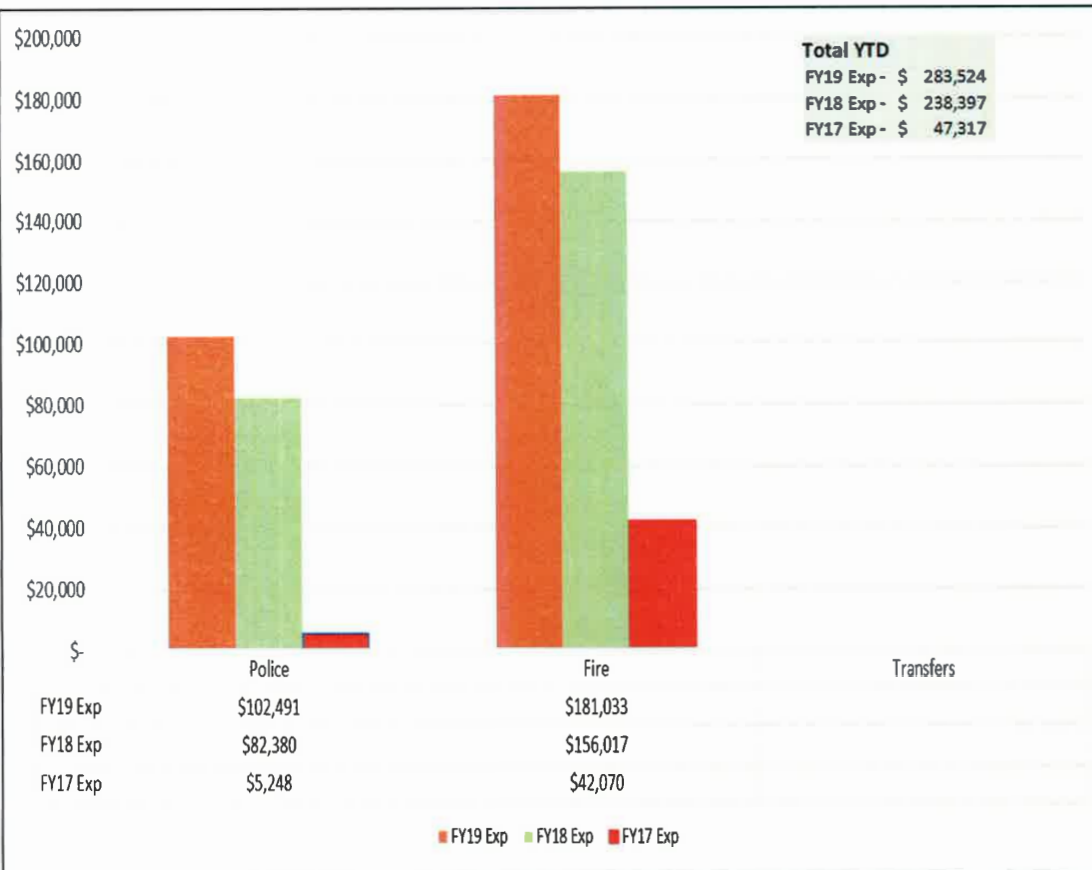
City of Glenpool General Fund Expenditures as of OCTOBER 31ST, 2018

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



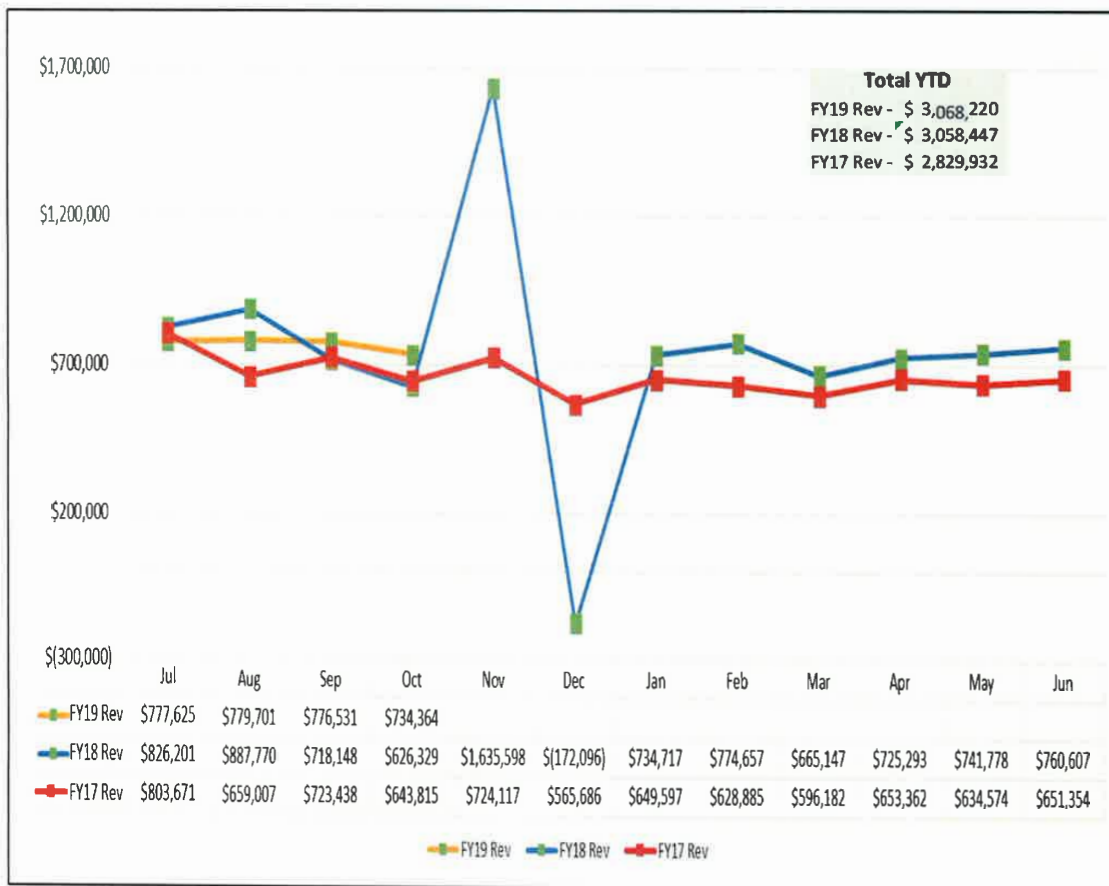
Public Safety Personnel Fund Revenues as of OCTOBER 31ST, 2018

- ▶ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August, 2016)
- ▶ 6% INCREASE COMPARED TO PREVIOUS YTD

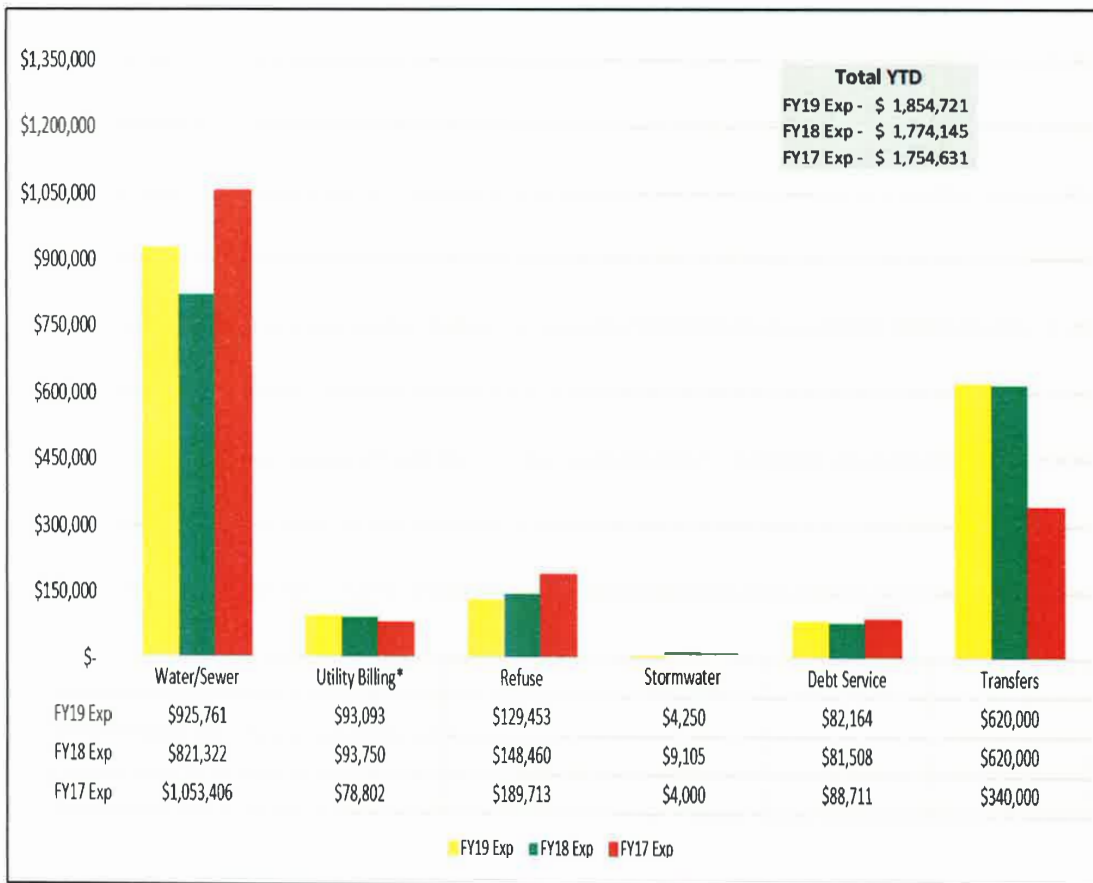


Public Safety Personnel Fund Expenditures as of OCTOBER 31ST, 2018

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



Glenpool Utility
 Services
 Authority
 Revenues as of
 OCTOBER 31ST,
 2018
 0.3% INCREASE
 COMPARED TO
 PREVIOUS YTD



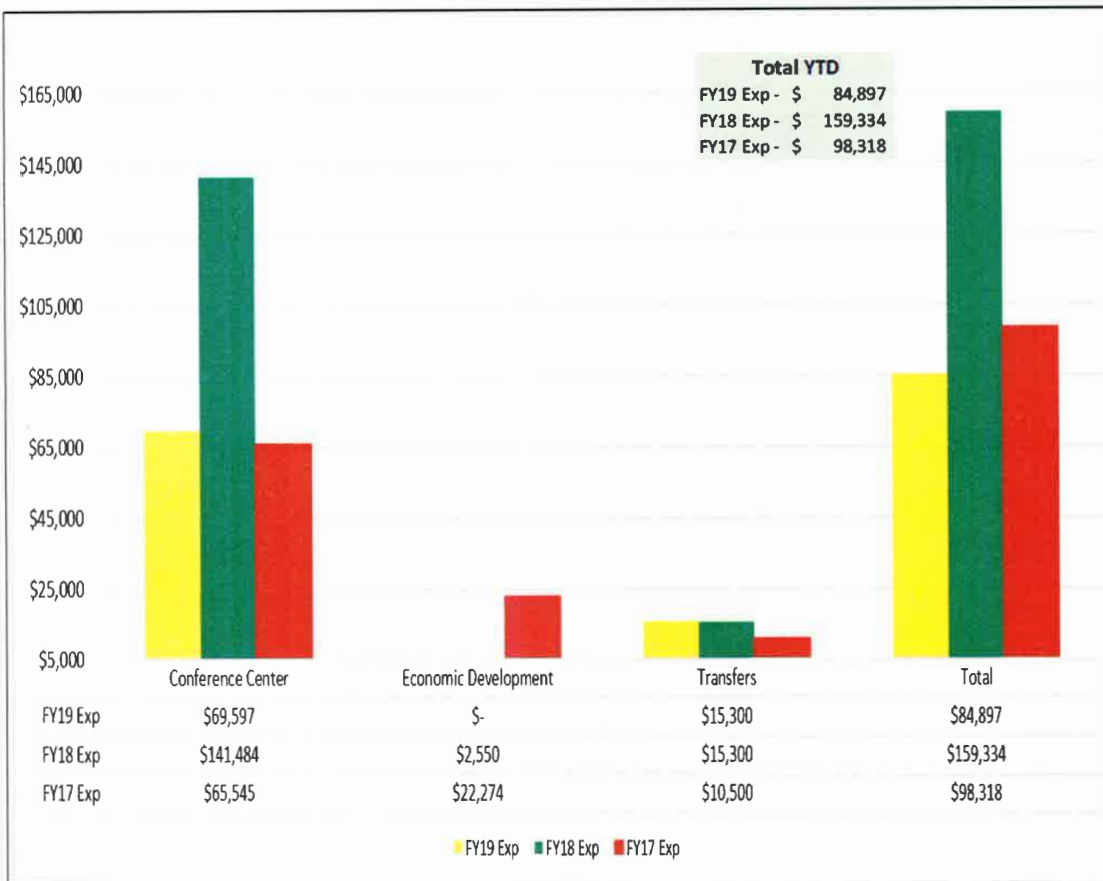
Glenpool
 Utility
 Services
 Authority
 Expenses as
 of OCTOBER
 31ST, 2018



Glenpool Industrial Authority Revenues as of OCTOBER 31ST, 2018

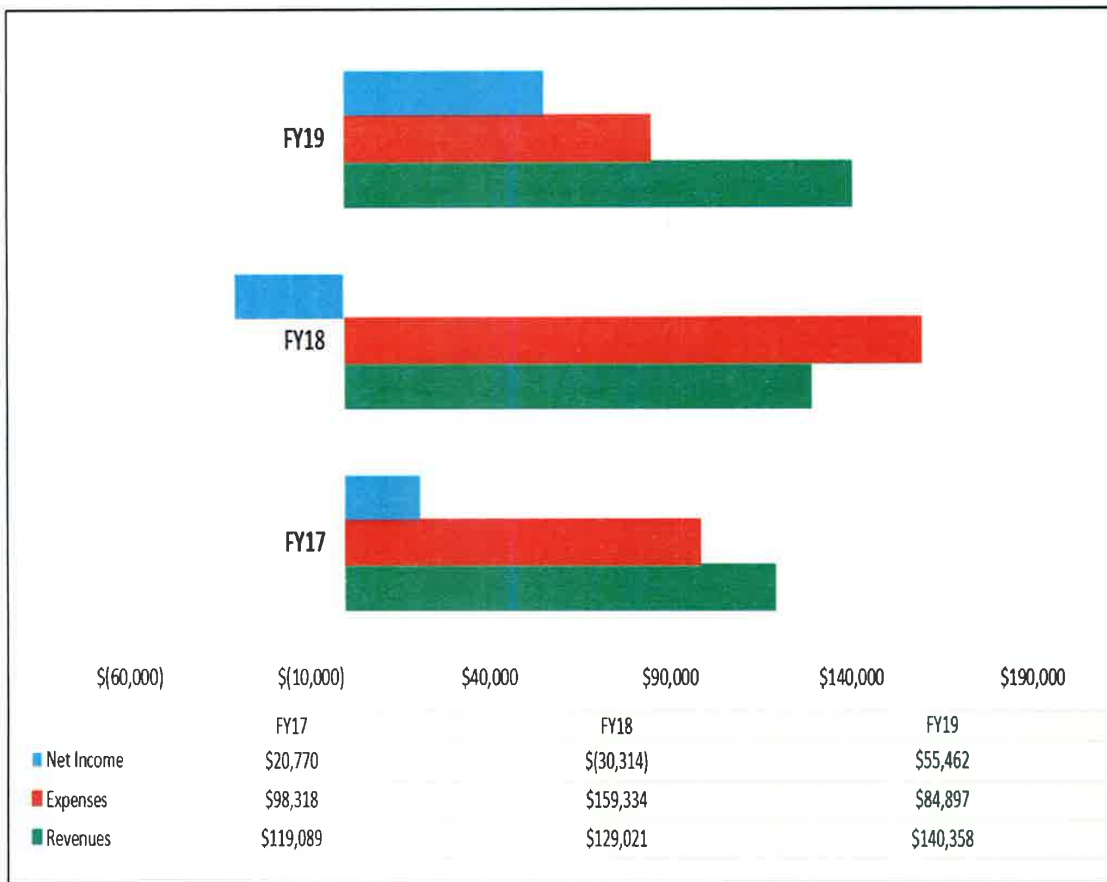
May FY17 includes \$338,902 in development reimbursements from St. Francis

9% INCREASE COMPARED TO PREVIOUS YTD



Glenpool
Industrial
Authority
Expenses as of
OCTOBER 31ST,
2018

Glenpool Industrial Authority Net Income as of OCTOBER 31ST, 2018



Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000		
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	C	30,000	-	30,000	30,000	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	108,000	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-	
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-	
Kendalwood Park Rehab	NS	200,000	-	200,000	-	
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	IP	750,000	-	750,000	9,135	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,024,419	

Proposition 2 (0.26%) 51

Public Safety Radio System	C	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079	
Police Vehicles	IP	3,000,000	-	3,000,000	451,483	
PD Mobile Computer System	NS	208,000	-	208,000	-	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	797,482	
Firefighter Air packs	C	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,784,044	
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 4,558,462	

Proposition 3 (0.55%) 52

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

MINUTES
Regular Meeting
November 5, 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
Wes Richter

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:03 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 –Rick Tabisz, King of Kings Lutheran Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Director's Report 11 05 18](#)
- F) Treasurers Report – John Gonsalves, Finance Director**
[SEPTEMBER TREASURERS REPORT](#)

G) City Manager Report – David Tillotson, City Manager

- Warrior Road project is moving forward, we have a meeting in December with the school board to show them where we are at with the project.
- Police Chief hiring process - interviews scheduled for this week and next week with the outside oral board, and we are anticipating final interviews to be the last week of November. We are interviewing 7 candidates at this stage before the cut to final interviews.
- The first "Conversations with the City" went well - the second has been scheduled for late January. We will be engaging with the homeowner's associations, and have offered to speak at their meetings for conversations and questions.
- Sidewalk Grant - grant was tabled after 65% completion and costs reached 1.5 million. We have about \$660,000.00 between grant and city funds to spend, but Lynn Burrow has a plan that we think is workable and will be meeting with the school on Wednesday.
- The employee Christmas party will be November 29th.
- Spooktacular was a great event, we had 28 vendors.
- Reminder that tomorrow is election day, and please go vote.
- City Hall will be closed Monday for Veteran's Day.

H) Mayor Report – Timothy Lee Fox, Mayor

- Spooktacular was a great event for our children - the parking lots were full.
- Recognition of Vice-Mayor Ceesay and his floor show on October 27th.

I) Council Comments

- Vice-Mayor Ceesay inquired as to how many people attended the Conversations with City meeting.
- Councilor Lund said she believes a sidewalk is needed for all of the foot-traffic on 146th street - kids are walking in the ditch line on Elwood to GlenVillage.

J) Public Comments

There were no public comments.

K) Scheduled Business

- 1) Discussion and possible action to approve minutes from October 15, 2018, and October 16, 2018 meetings.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve the minutes 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.

- 2) Discussion and possible action to approve a proposal from Everding Electric Inc. in an amount not to exceed \$10,928.26 for an underground electric service extension in Black Gold Park, to be paid from FY18-19 budget accounts 05-6-14-6275 and 01-6-14-6275.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented the proposal from Everding Electric, Inc. to modify the existing electric service from the concession building to a point adjacent to the parking lot at the Glenpool Schools Administration Building, and recommended council approval.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the proposal from Everding Electric Inc., in an amount not to exceed \$10,928.36 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 Agenda Item Electric Service in Black Gold Park](#)

- 3) Discussion and possible action to approve a proposal from Accu-Air, LLC in an amount not to exceed \$7,685.00 for the repair of an HVAC-RTU at the Glenpool Conference Center, to be paid from FY18-19 budget account 30-6-01-6273.
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended Council approval of the proposal from Accu-Air, LLC, for the repair of an HVAC-RTU at the Glenpool Conference Center.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the proposal from Accu-Air, LLC, in an amount not to exceed \$7,685.00 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.

[Memorandum City Council Meeting 11 05 18 Conference Center HVAC Repair.](#)

- 4) Discussion and possible action to approve Specific Use Permit SUP#2018-01, a request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district for Lot 2, Block 1, Southwest Crossroads Section 2, generally located at 12106 S. Waco Ave.
(Lynn Burrow, Community Development Director; Erik Enyart, Tanner Consulting)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To table this item by request of the City Manager.

	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 SUP#2018-01 - revised for 11-05-18.finalpdf](#)

- 5) Discussion and possible action to call a Special Council Meeting for Council participation in the Oklahoma Municipal League's District Dinner and Meeting on December 4th, 2018, at 6:00 p.m. at the Glenpool Conference Center.
(David Tillotson, City Manager).

Mayor Fox declared a Special Meeting called for December 4th, 2018, at 6:00 p.m. at the Glenpool Conference Center.

[OML District Dinner](#)

- 6) Discussion and possible action to approve 2019 Meeting Calendar.
(Wendy Knight, City Clerk)

Ms. Knight presented the 2019 meeting calendar, and recommended Council approval.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve an amended meeting calendar, with the May 20, 2019 meeting excluded.

	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.

[Amended & Approved Meeting Schedule 2019 City Council](#)

- 7) Discussion and possible action to enter into executive session for the purposes of **A**) confidential communications between the City Council and the City Attorney concerning pending litigation because the City Council, with the advice of the City Attorney, has determined that public disclosure of such communications would seriously impair the ability of the City Council to conduct such pending litigation in the public interest; to wit, CCL Ranch Properties, LLC, et al v. City of Glenpool, et al, Case No. CV-2018-1202, in the Tulsa County District Court, pursuant to 25 O.S. § 307.B.4. (Open Records Act); and **B**) conferring on matters pertaining to economic development because public disclosure of the

matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Records Act).
(Lowell Peterson, City Attorney)

Mr. Peterson recommended discussion concerning each of the items listed should be held in Executive Session.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To enter into Executive Session at 7:17 p.m.

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

CARRIED.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To reconvene in Regular Session at 8:13 p.m.

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

CARRIED.

L) Adjournment

Mayor Fox declared the meeting adjourned at 8:15 p.m.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Erik Enyart, AICP, ^{EE}Tanner Consulting, LLC, planning consultant to the City of Glenpool

DATE: November 30, 2018

RE: **SUP#2018-01:** Request from Jerome Janet of Global Sign Solutions, representing Auto Oil Change, LLC, requesting a Specific Use Permit (SUP) for approval of a digital/lighted (LED) sign within the CG (Commercial General) zoning district on the following described property:

LOT 2, BLOCK 1, SOUTHWEST CROSSROADS SECTION 2, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

General Location: 12106 S. Waco Ave.

BACKGROUND

The Planning Commission Continued the Public Hearing and consideration of this application from the September 10, 2018 Planning Commission meeting, as recommended by Staff to allow the Applicant to file applications for Variance from certain Zoning Code restrictions which the proposed sign will not comply with, and to allow for the receipt in good condition of information as requested by Staff. The Variance requests were submitted and the Board of Adjustment approved them October 08, 2018, subject to a maximum of 200 square feet of display surface area. The Variances were as follows:

- GBOA#458: To allow an LED sign within fewer than 2,400 feet from other outdoor advertising signs.
- GBOA#459: To waive the requirement that the subject property have frontage on a public street.
- GBOA#460: To waive the requirement that the sign may not exceed 180 sq. ft. in its proposed location.

The Planning Commission recommended Conditional Approval of this SUP application at its October 08, 2018 meeting following the Board of Adjustment meeting on the same date. A revised sign exhibit has since been submitted reflecting 200 square feet of display surface area.

As recommended by Staff, at its November 05, 2018 meeting, the City Council Tabled this application due to inconsistent information between the Applicant and Tapp Development, representing the beneficiary of the development's covenants. Staff has advertised a Public Hearing before the City Council for this December 03, 2018 meeting. On November 27, 2018, Staff received an email from Barry Tapp of Tapp Development approving the LED format of the sign and the 200 square feet of display surface area, but imposing a 30' maximum height and certain restrictions regarding timing and manner of copy change; see attached email printout for details. Additional information was received November 29, 2018 which substantially meets the information needed for the Specific Use Permit. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

INTRODUCTION

The subject property is Lot 2, Block 1, *Southwest Crossroads Section 2*, and is zoned CG Commercial General District. A Jiffy Lube and Pat's Car Wash are under construction on the subject property. The Applicant filed applications for sign permits, including for a 49'-tall, freestanding digital/lighted LED ground sign. The LED element

STAFF REPORT

requires a Specific Use Permit per Glenpool Zoning Code Ordinance # 746 Section 11-7-5.A.8 in accordance with standards and procedures set forth in Glenpool Zoning Code, Ordinance # 746 Section 11-9-13.

Glenpool Zoning Code Ordinance # 746 Section 11-9-13.A and B provide:

- A. Specific Use Permit (SUP) refers to a permit granted by the City Council within any zoning district of the City where a Specific Use Permit is required, as set out in Chapter 3, Zoning Districts and Map, and subject to any applicable conditions or requirements set out in Chapter 3, Subchapter 3, Specific and Limited Uses. A Specific Use Permit may be granted only after due notice and a City Council public hearing, and following review and recommendations by the City Planner and a public hearing and recommendation to City Council by the Planning Commission.
- B. This Title requires a Specific Use Permit to authorize certain uses which, because of the nature and characteristics of those uses, may potentially have adverse impacts on surrounding properties. The SUP process allows the City to evaluate the merits of each proposed specific use on the basis of its particular location and context and a site plan, to ensure that the specific use, if authorized, will be operated in a manner that is compatible with the surrounding uses.

Due to the anticipated limited interest and the scheduled TAC meeting date falling on the Friday before the Labor Day weekend, Staff issued a request for comments to the Technical Advisory Committee (TAC), in lieu of a meeting. The Fire Department, OG+E, and AT&T responded but had no comment. No other comments were received.

Surrounding properties are all zoned CG in the Southwest Crossroads and Montapp subdivisions. Montapp is partially built-out and Southwest Crossroads (which includes the subject property) is almost completely built-out with various commercial and nonresidential uses. The subject property has no street frontage but is accessed via mutual access drives connecting to W. 121st St. S., S. Vancouver Ave., and S. Waco Ave., which drives are located in part of Lot 1, Block 1, *Southwest Crossroads Section 2*. The sign is proposed to be located within the property, but behind the *Utica Park Clinic*; *QuikTrip* is also in front to the northeast. The relatively tall height of the proposed sign (49' per the initial application) was understood to compensate for the location of the subject property in relation to 121st St. S. and the buildings between it and the street. The initially-proposed height, 49', falls within the maximum allowed by the Zoning Code and the new 30' height proposed complies as well. The site enjoys a natural height advantage with respect to 121st St. S. directly to the north and with respect to the two (2) businesses in front of it.

For the sake of reference and not precedent, as each application is weighed on its own merits and is location-specific, the latest LED sign approved was for *Crystal Pools* at 12301 Casper St., zoned CG. The Glenpool Board of Adjustment approved GBOA-456 November 13, 2017 for a 20'-tall, 9' 7" X 5' 5" (52 square feet) LED sign. Previously approved by Special Exception, such LED signs are now subject to the Specific Use Permit of Glenpool Zoning Code Ordinance # 746 adopted November 14, 2017.

CRITERIA AND FINDINGS

The proposed sign meets most of the required bulk and area standards and the location and separation standards of Zoning Code Section 11-7-5.A.8. Certain exceptions were approved for Variance under applications GBOA#458, GBOA#459, and GBOA#460, all of which the Board of Adjustment approved October 08, 2018.

RECOMMENDATION

Staff and the Planning Commission concur in recommending approval. Prior to issuing the Sign Permit, the site plan will need to be updated to reflect the sign location with respect to the north propertyline and 17.5'-wide Utility Easement and sign moved if necessary to avoid construction within the U/E.

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Specific Use Permit application
4. SUP application site plan
5. SUP application sign elevation/exhibit
6. Developer approval email
7. Copy of plat of Southwest Crossroads Section 2



APPLICATION FOR SPECIFIC USE PERMIT

Date of application: 7/9/18

- ☐ Please see attached application guidelines.
- ☐ All plans and surveys must be drawn to scale and noted on plans.
- ☐ All documents larger than 8-1/2" x 11" must be folded to that size. Please submit one paper copy and one electronic copy in PDF format.
- ☐ The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner must be submitted.
- ☐ A pre-application meeting with City Staff is required prior to the submittal of this application. Your written notes of this meeting must be submitted with this application. Date of pre-application meeting: _____

Project Name: Jeffy Lube

Proposed use: _____

Name of Applicant (Print): Jerome James GSS Phone: 918-827-6561
Person (please print) Firm (if applicable)

Address: 17424 S Union Ave Mounds OK Zip Code: 74047
City/State

Email: JOBS@GLOBAL SIGN SOLUTIONS.COM FAX: 918-827-6588

Property Owner: Greta Moore Phone: 918-269-1610
Person (please print)

Property Owner's Address: 7712 E 118th St S Zip Code: 74008
City/State

Email: WAJEFFY@SBCGLOBAL.NET FAX: 918-364-1925

County: Texas Quarter Section: NB14 Section/Township/Range: _____

County Parcel Number: _____ Acreage: _____ No. of lots: _____

Legal Description of the Tract (May be attached): _____

Any private deed/plat restrictions on this property, which might impact building setback, height, or use? ☐ Yes ☐ No

Street Address: _____

Present Zoning/Use: C6 Related case numbers: _____

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I/WE HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

City Staff to complete this section

Case Number: _____

Dev. Number: _____

SIGNATURE OF APPLICANT: [Signature] (Person) Date: 6/12/18

(Please type or print name of applicant who signed this application): _____

SIGNATURE OF PROPERTY OWNER: [Signature] (Person) Date: 6/11/18

(Please type or print name of owner who signed this application): _____

DO NOT WRITE BELOW THIS LINE

Date Rec'd 7/11/18 Received By: [Signature] Fee: _____ P.H. date: _____

SITE PLAN

Cabinet dimensions:

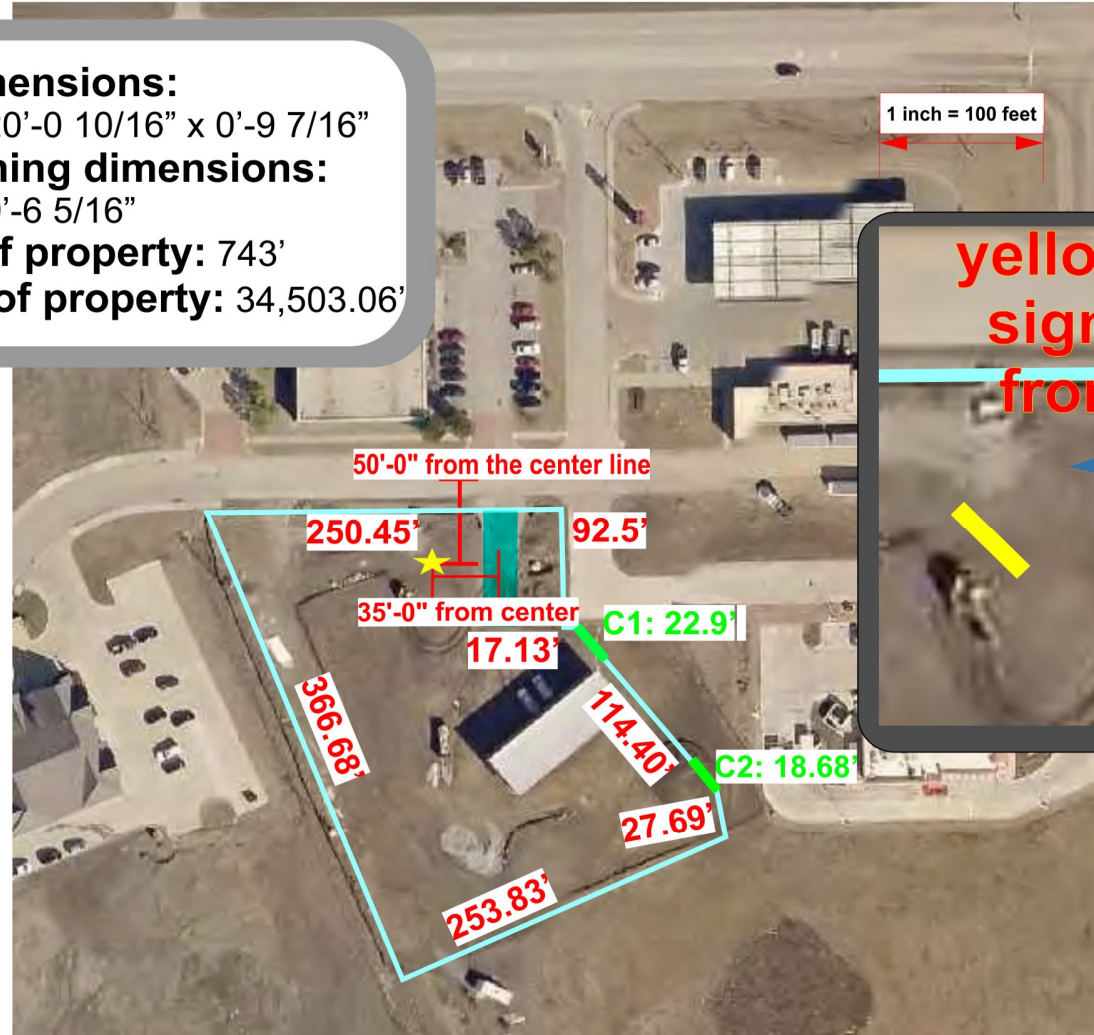
10'-3 7/16" x 20'-0 10/16" x 0'-9 7/16"

Visual Opening dimensions:

9'-9 3/16" x 19'-6 5/16"

Perimeter of property: 743'

Square FT. of property: 34,503.06'



yellow denotes
sign location
from above*

*enlarged thickness
for visibility

GSS
GLOBAL
SIGN SOLUTIONS
17424 S. UNION AVE.
MOUNDS, OK. 74047

Drawing #: 2K180924-1242
Client: Pat's Express
Date: Sep 24, 2018
Sales Rep: Salesman

Scope of work:
Address:
Drawn By: ALLY C.

Final Drawing
Approved By:

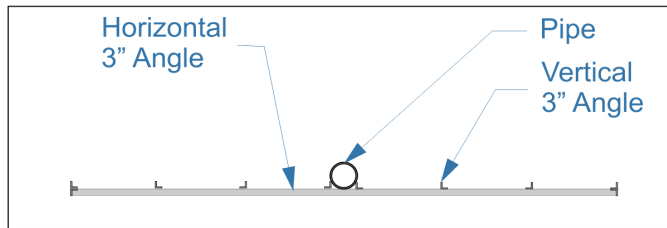
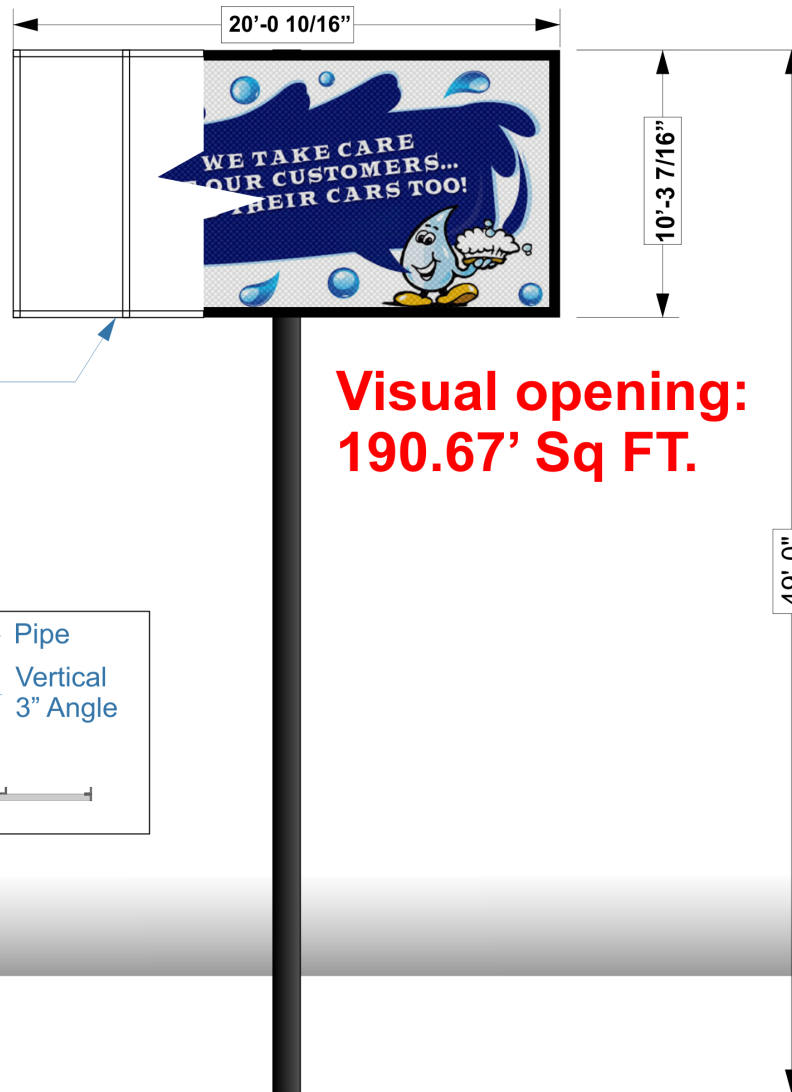
Date: _____

Phone: 918.827.6561

FAX: 918.827.6588

This Design is submitted confidentially and is not to be shown or described to others nor reproduced in whole or part without our written permission ©

**Permit
206.025 Sq ft.**



918.827.6561
17424 S. UNION AVE.
MOUNDS, OK. 74047
www.globalsignsolutions.com

Drwg#: 2K171003-1230
Address: NA
City, State: Glenpool, OK

Date: Oct. 3, 2017
Sales Rep: Jerome
Customer: Pats Car Wash

Job Details: Manufacture and install illustrated 1-sided pole sign.

From: Barry Tapp <Barry@tappcompanies.com>
Sent: Tuesday, November 27, 2018 4:49 PM
To: Business
Cc: Erik Enyart
Subject: Re: Pat's Express Carwash SUP#2018-01 LED sign

— Greg, as per our recent emails, we have approved your request for the installation of your LED sign announcing the new carwash at Southwest Crossroads in Glenpool. The sign is approved at approximately 200sf, and shall be a maximum of 30 feet high. While it is an LED sign, the display will not move or change, or flash. We understand you may periodically make changes to prices, etc. Please pass this approval letter on to the appropriate authorities in time for their upcoming meeting. If you need further clarification or information just let me know.

Thanks.

Barry

Barry@tappcompanies.com

Office: 405-752-7522 X4

Cell: 405-203-2450

From: Business <inajiffy@sbcglobal.net>
Date: Tuesday, November 27, 2018 at 4:11 PM
To: "F. Barry Tapp" <Barry@tappcompanies.com>
Subject: Pat's Express Carwash SUP#2018-01 LED sign

Mr. Tapp,

I hope you and family had a wonderful Thanksgiving.

Pat asked me to send you Erik's email address. = eenyart@tannerbaitshop.com

His other contact information is below as well. Thank you for your assistance.

Greg

----- Forwarded message -----

From: Erik Enyart <eenyart@tannerbaitshop.com>
Date: Nov 26, 2018 10:24 AM
Subject: SUP#2018-01 LED sign
To: "Pat Moore (inajiffy@sbcglobal.net)" <inajiffy@sbcglobal.net>
Cc: Jerome Janet <jerome@globalsignsolutions.com>, Lynn Burrow <lburrow@cityofglenpool.com>

Hi Pat:

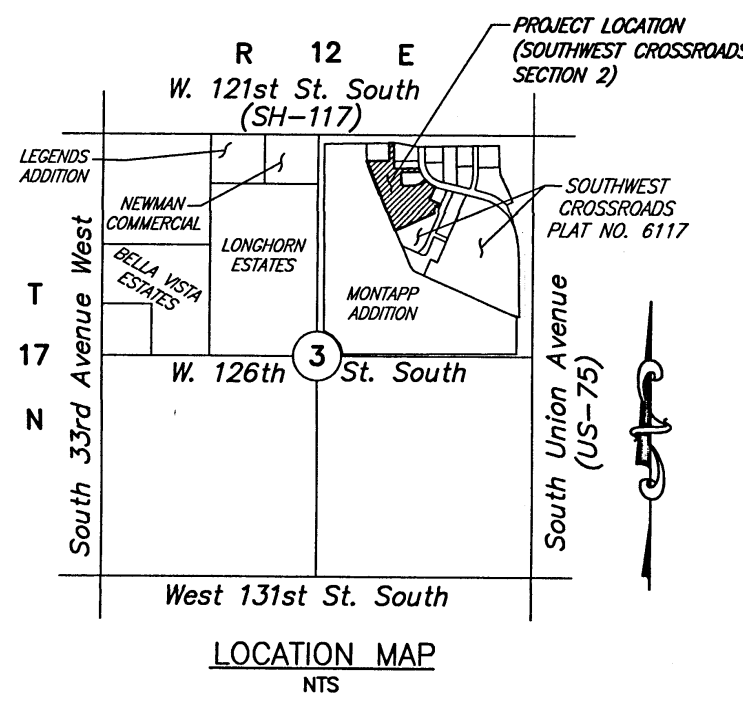
The City Clerk will need all information by noon Wednesday for the 12/03/2018 City Council agenda. This will be the only meeting in December. Please advise the status of developer approval of the LED sign.

Erik Enyart, AICP, CFM

918.745.9929 Office

www.tannerbaitshop.com





CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117
AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

LEGAL DESCRIPTION OF SOUTHWEST CROSSROADS SECTION 2:

A TRACT OF LAND BEING A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6117, ALSO LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF SAID SOUTHWEST CROSSROADS ADDITION; THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID LOT 3, THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 01°15'17" EAST A DISTANCE OF 92.45 FEET;
2. SOUTH 03°26'10" EAST A DISTANCE OF 115.97 FEET TO THE POINT OF BEGINNING;
3. NORTH 88°54'43" EAST A DISTANCE OF 274.32 FEET;
4. NORTH 01°05'17" WEST A DISTANCE OF 208.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 117 (S. 121ST STREET SOUTH);

THENCE NORTH 88°54'43" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE SOUTH 01°05'17" EAST, ALONG THE WEST LINE OF SAID LOT 4 AND SAID LINE EXTENDED, A DISTANCE OF 300.83 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 307.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. WACO AVENUE AS ESTABLISHED BY THE PLAT OF SAID SOUTHWEST CROSSROADS ADDITION AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 19°17'29" EAST A CHORD DISTANCE OF 47.38 FEET) AN ARC LENGTH OF 47.41 FEET;

THENCE SOUTH 88°54'43" WEST A DISTANCE OF 273.31 FEET;

THENCE SOUTH 01°05'17" EAST A DISTANCE OF 123.43 FEET;

THENCE SOUTH 23°41'58" EAST A DISTANCE OF 43.84 FEET;

THENCE NORTH 88°54'43" EAST A DISTANCE OF 160.00 FEET;

THENCE NORTH 66°18'06" EAST A DISTANCE OF 76.70 FEET;

THENCE NORTH 48°06'14" EAST A DISTANCE OF 62.23 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID S. WACO AVENUE AND A POINT ON A CURVE;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 55°06'37" EAST A CHORD DISTANCE OF 155.45 FEET) AN ARC LENGTH OF 156.83 FEET TO THE NORTHWEST CORNER OF LOT 2B, BLOCK 1, SOUTHWEST CROSSROADS ADDITION AS CREATED BY THAT SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2012049473;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2B THE FOLLOWING TWO (2) COURSES;

1. SOUTH 23°44'21" WEST A DISTANCE OF 163.47 FEET;
 2. SOUTH 66°15'39" EAST A DISTANCE OF 147.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S. VANCOUVER AVENUE AS ESTABLISHED BY DOCUMENT NO. 201026807;
- THENCE SOUTH 23°44'21" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 38.53 FEET;
- THENCE NORTH 66°15'39" WEST A DISTANCE OF 50.00 FEET;
- THENCE SOUTH 23°44'21" WEST A DISTANCE OF 4.38 FEET;
- THENCE SOUTH 13°43'17" WEST A DISTANCE OF 87.77 FEET;

THENCE SOUTH 66°19'21" WEST A DISTANCE OF 517.11 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, BLOCK 1, SOUTHWEST CROSSROADS ADDITION;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES;

1. NORTH 23°41'55" WEST A DISTANCE OF 319.69 FEET;
2. NORTH 23°25'40" WEST A DISTANCE OF 330.56 FEET;
3. NORTH 22°47'11" WEST A DISTANCE OF 251.10 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 397,389 SQUARE FEET OR 9.1228 ACRES, MORE OR LESS.

OWNER'S CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, GLENTAPP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF SOUTHWEST CROSSROADS SECTION 2, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT.

WE FURTHER CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITIES WHO HAVE ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED PLAT, AND WE DO HEREBY DEDICATE ALL STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT TO THE USE OF THE PUBLIC FOREVER.

WE FURTHER HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREETS AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED HAVE BEEN SUBMITTED AND ACCEPTED.

**STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS.**

GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
BY: [Signature]
NAME: F. BARRY TADP
TITLE: Manager

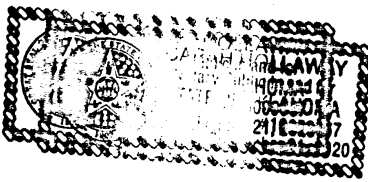
**ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS.**

[Signature], A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 03 DAY OF March, 2017 DO HEREBY CERTIFY THAT F. BARRY TADP PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT OF HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: [Signature]

My Commission Expires: 06-21-2020



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$19,590.00 per trust receipt no.14811 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes but is given in order that this plat may be filed of record. 2017 taxes may exceed the amount of the security deposit.

Dated: 03/09/2017

Dennis Semick

Tulsa County Treasurer

By: [Signature]
Deputy

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT ALL TAXES HAVE BEEN PAID FOR 2016 AS REFLECTED BY THE CURRENT PAYROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 2017 TAXES NOT AS YET CERTIFIED TO ME.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, THIS 03 DAY OF March, 2017. BOOK PAGE .

COUNTY CLERK

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON 2/23/17

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

CITY COUNCIL APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON 3/6/17

MAYOR OR VICE MAYOR

CITY MANAGER APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER ON 3/8/17

CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE

I, RANDALL A. MANSFIELD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE CONDITIONAL FINAL PLAT OF SOUTHWEST CROSSROADS SECTION 2, A REPLAT OF A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 23 DAY OF MARCH, 2017, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL-PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

Signed: [Signature]
RANDALL A. MANSFIELD, PROFESSIONAL SURVEYOR 1613

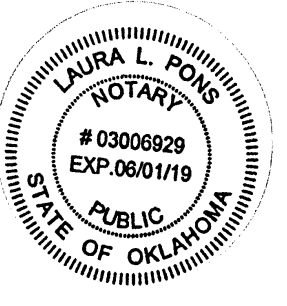
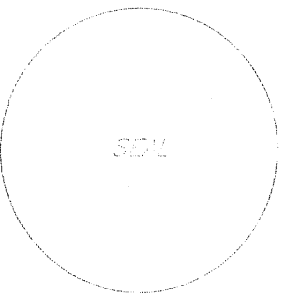
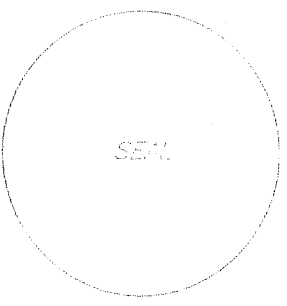
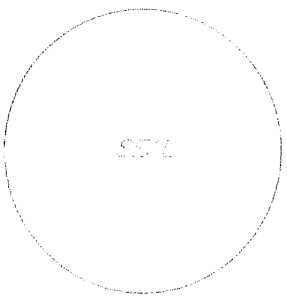
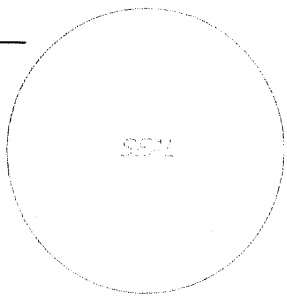
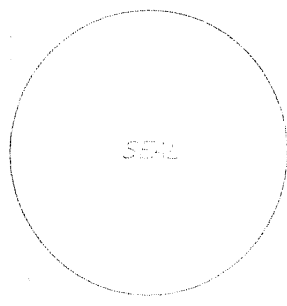
**ACKNOWLEDGMENT
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS.**

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 03 DAY OF MARCH, 2017 PERSONALLY APPEARED RANDALL A. MANSFIELD, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.

IN TESTIMONY WHEREOF I HAVE HEREIN TO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: [Signature]
Notary Public

My Commission Expires 6-1-2019



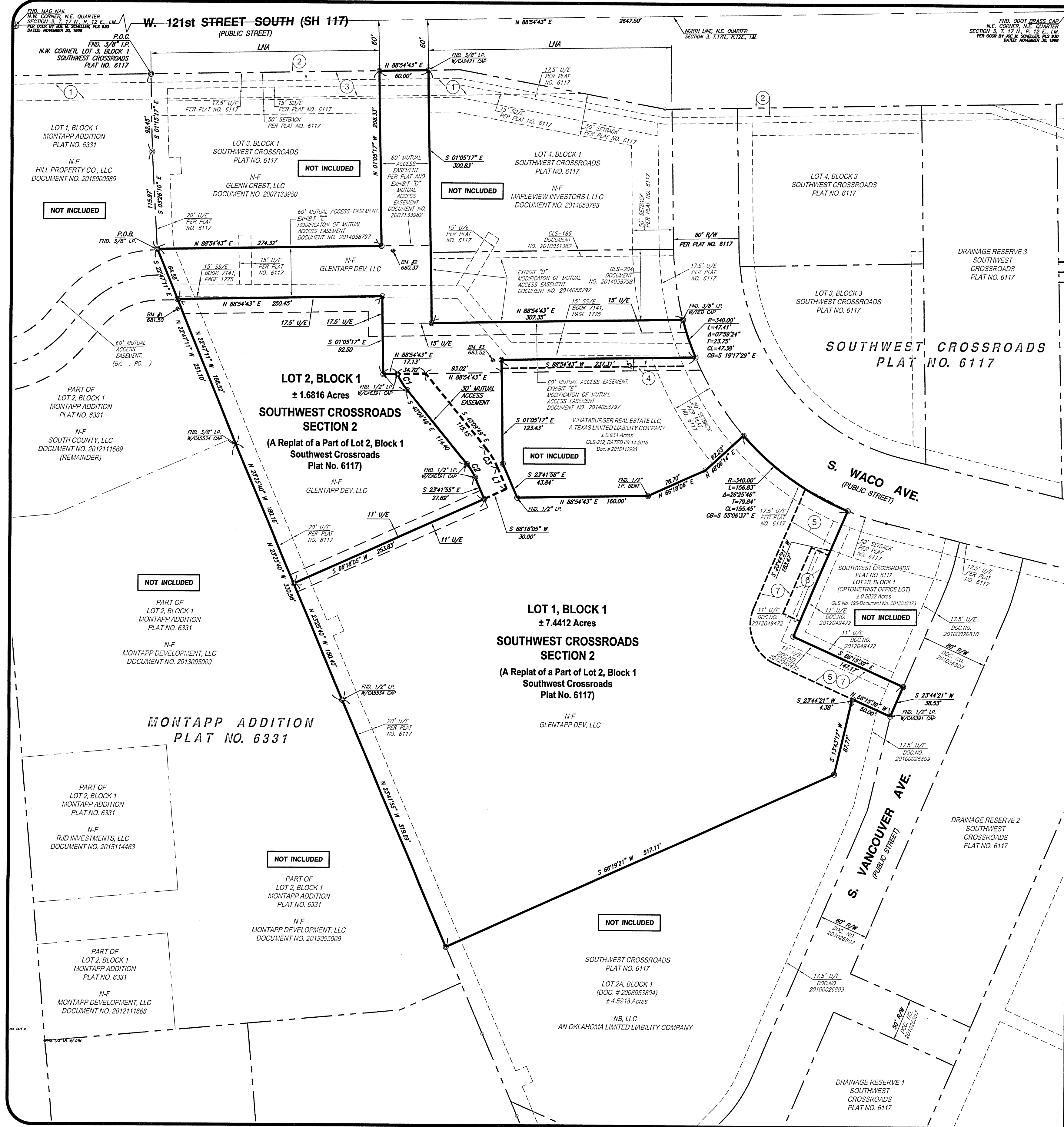
SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
Ph: 405-232-7715 Fax: 405-232-7859
Website: www.smcok.com



CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 1 OF 3

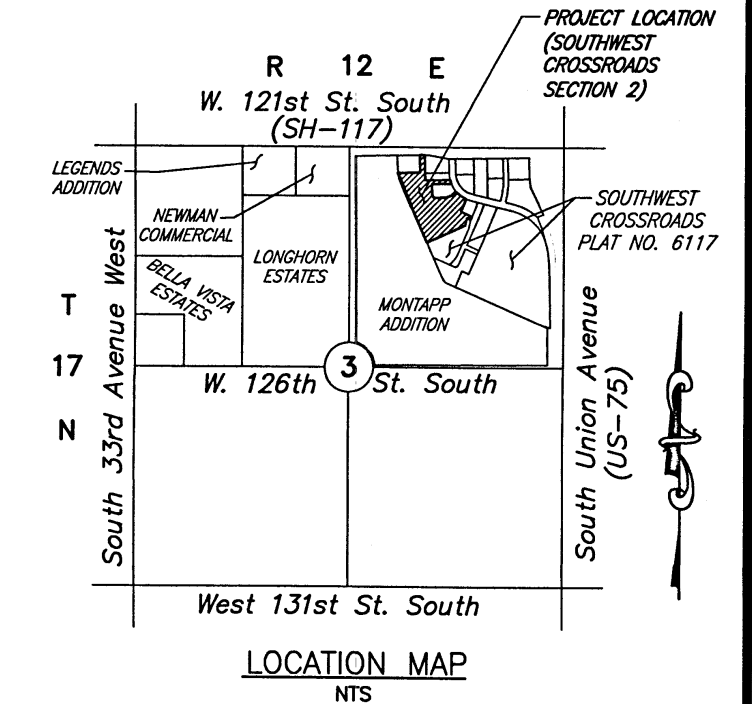
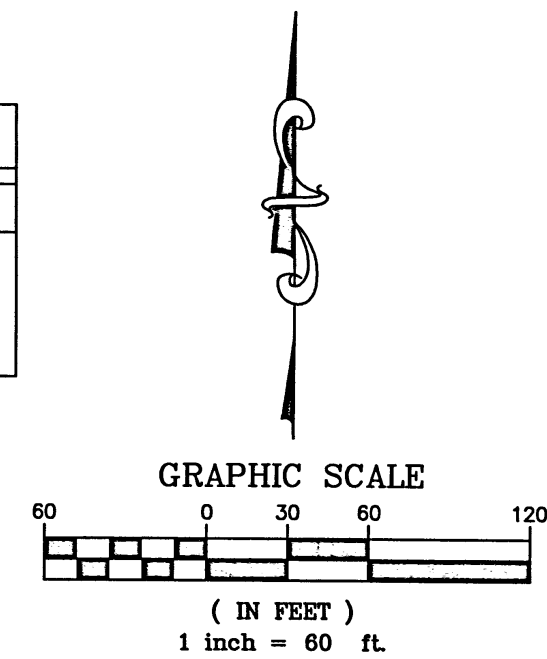
PROJECT NO.: 4621.00 DATE: 02/02/2017



**CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117**

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

ZONING DATA	
DISTRICT:	CS - COMMERCIAL
MINIMUM YARD REQUIREMENTS	
FRONT:	50'
SIDE:	0'
REAR:	0'



BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	681.50	ELEVATION	680.37
MONUMENT	CUT "X"	MONUMENT	CUT "X"
LOCATION	ON TOP OF HEADWALL, SOUTHWEST CORNER OF SOUTHWEST PROPERTY CORNER	LOCATION	ON CORNER OF SIDEWALK RAMP, NORTH OF NORTHEAST PROPERTY CORNER

BENCHMARK - BM 3	
ELEVATION	683.52
MONUMENT	CUT "X"
LOCATION	ON TOP OF CURB AT WEST P.C. OF NORTHEAST WHATABURGER ENTRANCE

EASEMENTS BY SEPARATE INSTRUMENTS

- HIGHWAY EASEMENT BOOK 5186, PAGE 1383
- 10' WATERLINE EASEMENT BOOK 3366, PAGE 76 AS MODIFIED BY PARTIAL RELEASE BOOK 6362, PAGE 456
- HIGHWAY EASEMENT BOOK 5186, PAGE 1383
- ON G.S.M.E. EASEMENT DOC. NO. 2016084983
- EXHIBIT E, TRACT 1 EASEMENT AGREEMENT DOC. NO. 2012049478
- EXHIBIT E, TRACT 1 EASEMENT AGREEMENT DOC. NO. 2012049478
- EXHIBIT D, TRACT 1 EASEMENT AGREEMENT DOC. NO. 2012049478

SOUTHWEST CROSSROADS SECTION 2 LOT SUMMARY TABLE	
BLOCK 1, LOT 1	7.4412 ACRES
BLOCK 1, LOT 2	1.6816 ACRES
TOTAL:	9.1228 ACRES

Line Table		
Line #	Direction	Length
L1	S 23°41'55" E	27.69'

Curve Table						
Curve #	Radius	Length	Delta	Tangent	Chord Bearing	Chord Length
C1	85.00'	22.90'	15°26'08"	11.52'	S 32°26'48" E	22.83'
C2	65.00'	18.68'	16°27'39"	9.40'	S 31°55'52" E	18.61'
C3	95.00'	27.29'	16°27'39"	13.74'	S 31°55'52" E	27.20'

PREPARED FOR:

OWNER:
GLENAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DODSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 39th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 464, EXPIRES 6/30/2017

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcok.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP. 6/30/2017
PROJECT NO.: 4621.00 DATE: 02/02/2017

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 2 OF 3

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, IB&M.
TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

SECTION I. EASEMENTS, UTILITIES AND SITE PLAN APPROVAL

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT (THE "PLAT") OF SOUTHWEST CROSSROADS SECTION 2 ADDITION (THE "SUBDIVISION") FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, UPON, OVER, UNDER, ACROSS AND ALONG SUCH "UTILITY EASEMENTS" TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING UPON, OVER, UNDER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED FRANCHISED UTILITY SERVICES, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND UTILITY SERVICES

1. THROUGHOUT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENT DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICES LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICES SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERPETUAL AND EFFECTIVE UNDERGROUND RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR GAS SERVICE LINE EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICES.

4. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER OR THEIR AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE FRANCHISED SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICES.

2. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SUCH FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTOR.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

D. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS

1. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THOSE PORTIONS OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS IN THIS SUBDIVISION LOCATED UPON SUCH RECORD OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS OR SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE RECORD OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, REPAIRS OR MAINTENANCE OF WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENTS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 117 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. STORM WATER DETENTION EASEMENT (RESERVE AREAS 1, 2 AND 3)

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HAS CONSTRUCTED THE DETENTION AND DRAINAGE FACILITIES WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3, AS DEPICTED ON THE RECORDED PLAT OF THE SOUTHWEST CROSSROADS (PLAT NO. 6117), WHICH ARE NECESSARY TO MEET CITY OF GLENPOOL, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. RESERVE AREAS 1, 2 AND 3 WILL BE MAINTAINED BY A RESPONSIBLE PARTY WHO WILL INITIALLY BE THE OWNER/DEVELOPER (THE "RESPONSIBLE PARTY") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DEED OF DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659. THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048660; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER DRAINAGE RESERVE AREAS 1, 2 AND 3, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN SUCH DRAINAGE RESERVE AREAS 1, 2 AND 3 UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN AND IN THE ECR, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS.
- THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.
- CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING DRAINAGE RESERVE AREAS 1, 2 AND 3, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND
- TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

THE MAINTENANCE, REPAIR AND REPLACEMENT SHALL BE PERFORMED BY THE RESPONSIBLE PARTY AS PROVIDED FOR HEREIN AND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659 (THE OWNER OF LOT (1), BLOCK (1), SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, NOT BEING A RESPONSIBLE PARTY), AND THE COST THEREOF ATTRIBUTABLE TO DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE ASSESSED TO THE RECORD OWNERS OF LOTS EXCLUSIVE OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) (AS SUCH LOT IS IDENTIFIED ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117) IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION AND THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES SITUATED IN DRAINAGE RESERVE AREAS 1, 2 AND 3, IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR THE ECR OR IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID DRAINAGE RESERVE AREAS 1, 2 AND 3, OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF GLENPOOL, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE INVOLVING DRAINAGE RESERVE AREAS 1, 2 AND 3 AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF GLENPOOL, THEN THE CITY OF GLENPOOL, OKLAHOMA OR ITS REPRESENTATIVE, MAY ENTER DRAINAGE RESERVE AREAS 1, 2, AND 3 AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREFOR, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY WHICH MAY COLLECT SUCH COSTS FROM THE RECORD OWNERS OF LOTS WITHIN THE SUBDIVISION, EXCLUDING THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, ON A PRO RATA BASIS BASED ON THE SQUARE FOOTAGE OF THE LAND COMPRISING EACH LOT AS COMPARED TO THE TOTAL SQUARE FOOTAGE OF ALL OF THE LOTS SITUATED IN THE SUBDIVISION, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, AS MORE FULLY DESCRIBED IN THE ECR. IN THE EVENT, THE RESPONSIBLE PARTY, EXCLUDING LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREFOR, THE CITY OF GLENPOOL, OKLAHOMA, MAY FILE OF RECORD A COPY OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE DRAINAGE RESERVE AREAS 1, 2 AND 3 AND THE RESPONSIBLE PARTY OTHER THAN LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL FURTHER BE ENFORCEABLE AS PROVIDED IN THE ECR, BY THE RECORD OWNERS OF LOTS OF THIS SUBDIVISION AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

I. MUTUAL ACCESS EASEMENTS WITHIN SOUTHWEST CROSSROADS SUBDIVISION

1. MUTUAL ACCESS EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AND DESIGNATED AS "M.A.E." ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION ADJOINING SUCH MUTUAL ACCESS EASEMENTS AND ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF EACH AFFECTED LOT, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND WITNEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH MUTUAL ACCESS EASEMENTS AS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

2. THE RECORD OWNER OF EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THAT AREA OF THEIR LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." IN GOOD CONDITION.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, OVER OR ACROSS THAT PORTION OF A LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." THAT WOULD INTERFERE WITH THE FREE FLOW OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON, OVER AND ACROSS SUCH "M.A.E." AREA.

4. IN THE EVENT THE RECORD OWNER OF A LOT SHOULD FAIL TO PROPERLY MAINTAIN, REPAIR AND/OR REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THE "M.A.E." SITUATED ON THEIR LOT IN GOOD CONDITION OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SAID "M.A.E." AREAS, THE RESPONSIBLE PARTY AS DEFINED ABOVE MAY AS PROVIDED FOR HEREIN AND IN THE ECR ENTER SAID "M.A.E." AREA ON SUCH RECORD OWNER'S LOT AND PERFORM SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS NECESSARY, OR REMOVE SUCH OBSTRUCTION AND THE COSTS OF THEREOF SHALL BE ASSESSED TO SUCH RECORD OWNER.

5. IN THE EVENT THE RECORD OWNER OF A LOT FAILS TO PAY ITS ASSESSMENT FOR THE COSTS OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OR REMOVAL OF SUCH OBSTRUCTION RELATED TO AN "M.A.E." WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT FOR SUCH ASSESSMENTS, SUCH ASSESSMENT TOGETHER WITH INTEREST THEREON, COSTS, AND REASONABLE ATTORNEY FEES FOR THE COLLECTION THEREOF SHALL BE A CONTINUING LIEN ON SUCH RECORD OWNER'S LOT AND THE PERSONAL OBLIGATION OF THE RECORD OWNER OF SUCH LOT AT THE TIME OF SUCH ASSESSMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE AS PROVIDED FOR HEREIN AND BY THE RECORD OWNER OF ANY LOT WITHIN THE SUBDIVISION, AND BY ACCEPTANCE OF THE DEED THEREOF, THE RECORD OWNER OF THE LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY ACCEPTANCE OF A DEED THEREOF, THE RECORD OWNER OF A LOT, OR ANY PORTION THEREOF, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

J. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATION, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

K. SITE PLAN APPROVAL

PRIOR TO ISSUANCE OF A BUILDING OR OCCUPANCY PERMIT FOR ANY LOT(S) WITHIN THE SUBDIVISION, A SITE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF GLENPOOL IN ACCORDANCE WITH THE CITY OF GLENPOOL ZONING CODE. ALL PROPOSED BUILDINGS AND IMPROVEMENTS UPON AN APPROVED SITE PLAN SHALL CONFORM TO CITY OF GLENPOOL ZONING CODE REQUIREMENTS UNLESS OTHERWISE PROVIDED FOR BY THE CITY OF GLENPOOL, WHICH MAY INCLUDE INSTALLATION OF FIRE SUPPRESSION FACILITIES OR ADDITIONAL BUILDING OR ZONING CODE COMPLIANCE REQUIREMENTS AS DEEMED NECESSARY BY THE CITY OF GLENPOOL. THE SITE PLAN MUST ALSO DEPICT THE LOCATION OF MUTUAL ACCESS EASEMENTS, IF ANY, TO BE GRANTED.

SECTION II. ECR

REFER THE DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048659; THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007048660; IN THE FIRST AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2007110794; AND IN THE SECOND AMENDMENT TO JUNIOR DECLARATION OF EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED AS DOCUMENT NO. 2011051183 IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA, WHICH CONTAINS A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. - EASEMENTS, UTILITIES AND SITE PLAN APPROVAL - ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ADDITIONALLY INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED IN THE ECR SHALL INURE ONLY TO THE BENEFIT OF THE RECORD OWNERS OF LOTS WITHIN SOUTHWEST CROSSROADS ADDITION AND THE OWNER/DEVELOPER AND THOSE PARTIES SPECIFIED IN THE ECR.

B. DURATION

THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS SET FORTH IN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS HEREINAFTER PROVIDED. IF NOT TERMINATED PRIOR TO THE END OF SAID THIRTY (30) YEARS PERIOD, THESE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS MAY HAVE BEEN AMENDED AS PROVIDED HEREIN, SHALL AUTOMATICALLY RENEW ON THE ANNIVERSARY DATE OF SUCH THIRTY (30) YEARS PERIOD FOR SUCCESSIVE TEN (10) YEAR PERIODS UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS PROVIDED HEREIN.

C. AMENDMENT

SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER MAY WITH THE WRITTEN CONSENT OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, BUT WITHOUT JOINDER OR CONSENT OF ANY OTHER PERSON, AMEND, ADD TO, MODIFY IN ANY MANNER OR TERMINATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH IN SECTION I.H., I.L., AND SECTION I.I.C., AT ANY TIME WHILE OWNER/DEVELOPER RETAINS THE RECORD OWNERSHIP OF ANY LOT OR DRAINAGE RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AFTER SUCH TIME THAT THE OWNER/DEVELOPER NO LONGER IS THE RECORD OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AND SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, OR ANY PORTION THEREOF, WITHIN SECTION I.H., I.L., AND SECTION I.I.C. MAY BE AMENDED, ADDED TO, OR MODIFIED IN ANY MANNER OR TERMINATED, IN WHOLE OR IN PART, AT ANY TIME BY THE WRITTEN CONSENT OF SEVENTY-FIVE (75%) PERCENT OF ALL PARTIES THEN CONSTITUTING THE CURRENT RECORD OWNERS OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION AND IN ALL EVENTS, THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) SHOWN ON THE RECORDED PLAT OF SOUTHWEST CROSSROADS - PLAT NO. 6117, THE PROVISIONS OF ANY INSTRUMENT AMENDING, ADDING TO, MODIFYING IN ANY MANNER OR TERMINATING THE TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS OR ANY PORTIONS THEREOF, SHALL BE EFFECTIVE FROM AND AFTER THE DATE SUCH INSTRUMENT IS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E. COMPLIANCE AND NON-DISTURBANCE

ALL PARTIES TO THIS DEED OF DEDICATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE USERS OF ANY EASEMENTS SHALL USE REASONABLE EFFORTS TO AVOID DISRUPTING THE OPERATIONS OF THE BUSINESSES BUILT WITHIN THE SUBDIVISION OR DISTURBING CUSTOMERS SHOPPING IN THE SUBDIVISION.

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 3 OF 3

SMC Consulting Engineers, P.C.
815 West Main Oklahoma City, OK 73106
Ph: 405-232-7715 Fax: 405-232-7659
Website: www.smcokc.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017
PROJECT NO.: 4621.00 DATE: 02/02/2017

SMC

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ^{EE} ERIK ENYART, AICP, TANNER CONSULTING, LLC, PLANNING CONSULTANT
TO THE CITY OF GLENPOOL

RE: STAFF RECOMMENDATION
FINAL PLAT REVIEW: GLENN HILLS BLOCKS 1-6

DATE: November 27, 2018

BACKGROUND:

Ryan McCarty with Select Design, LLC has submitted a Final Plat application covering a 27.95-acre tract located west of the northwest corner of 141st Street and S. Peoria Ave. On November 14, 2018, the Planning Commission Approved the Final Plat subject to the Staff recommendations. There remain a few corrections remaining from the original staff report and recommendation, outlined in this report. The PUD Covenants will need to be updated to better match the development standards of the approved PUD. The private Restrictive Covenants will need to incorporate appropriate development standards from the Planning Commission and Staff recommendations as contained within the PUD City Council Staff Report and associated information, provided to the Applicant November 12, 2018.

ZONING:

Per the Preliminary Plat Staff Report, "this property is currently zoned RS-4 (Residential single-family highest density district) by case GZ-256 approved by the Planning Commission on 11/14/16 and City Council on 12/13/16 by Ordinance #728 and the PUD overlay district was also approved at the same Planning Commission and City Council meetings by ordinance #729." The Planning Commission approved the Preliminary Plat April 10, 2017 subject to Staff and TAC recommendations.

TAC MEETING: 09/28/2018

- 15'-wide offsite, separate instrument U/E submitted for Council acceptance. Will connect this first phase to Glenn Abbey. AT&T indicated they could use street right-of-way but would appreciate U/E if available. To be presented to City Council the same meeting as this Final Plat.
- Ryan McCarty estimated paving this first phase within one (1) month
- Coordinate with OG&E street light plans and side-yard U/Es to serve same.
- AT&T: no new easements requested.
- ONG: no new easements requested.
- Planning: Review initiated and will be provided as soon as available.

RECOMMENDATION:

The Planning Commission approved, and Staff recommends approval of the Final Plat of GLENN HILLS BLOCKS 1-6 subject to the following corrections, modifications, and Conditions of Approval:

1. Subject to TAC recommendations.
2. Plat boundary is somewhat ambiguous due to inclusion of the City of Glenpool's 50'-wide right-of-way for 141st St. S. Use of "Less and Except the South 50.00 Feet thereof" is unconventional but not wrong. Advisory.
3. Certain lots have deeper B/Ls than required by the Zoning Code or PUD. Advisory.
4. DoD/RCs Section I.B.: Section numbering appears to have been compromised. Please restore.
5. DoD/RCs Section I.B. Underground Service Subsection 1.: The existing overhead electric/telephone/communication lines and poles would appear to be located in the existing 50' of

STAFF REPORT

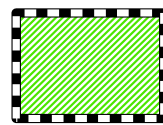
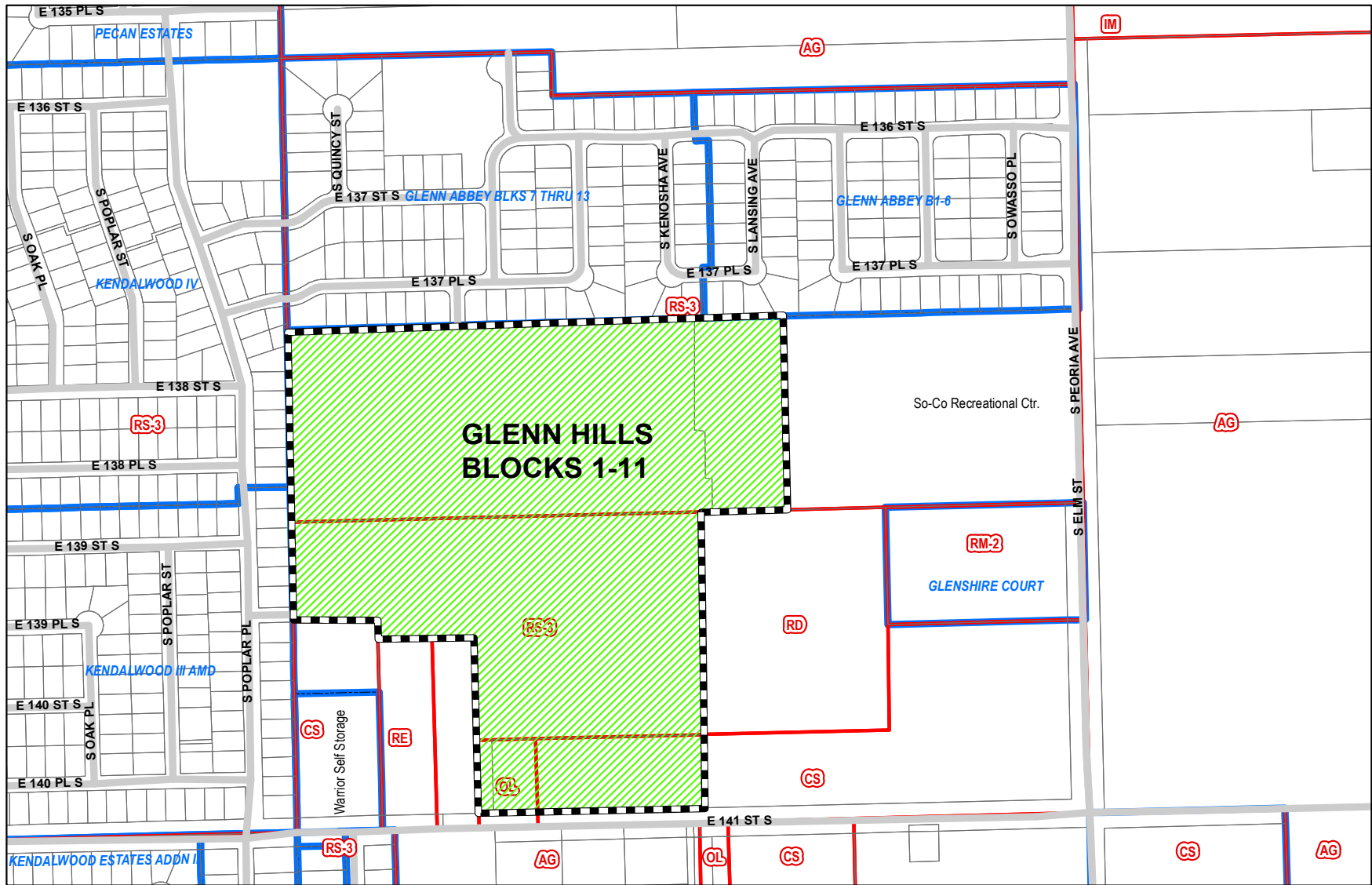
141st Street South right-of-way and/or the 10'-wide SWB Telephone Easement (Book 4980 Page 537) and/or the 17.5'-wide U/E to the City of Glenpool (Book 7095 Page 2256). The plat does not provide that preexisting U/Es are rededicated by this plat. Rather than adding positive language either allowing or restricting overhead service poles, consider amending the language to passively point to preexisting easements and any rights and restrictions as to use of overhead service poles by same. Please coordinate with utility companies on language and advise if the above approach is not acceptable to them.

6. DoD/RCs Section I.F.4.: First sentence appears to be inadvertently split into two (2) by a period. Please clarify appropriately.
7. DoD/RCs Section I.F.4.: "and/or" contains a typo.
8. DoD/RCs Section I.F.4.: Community Development Director and/or other appropriate officials should review proposed final language to confirm adequacy, primarily as pertains to City rights and responsibilities to enter into and maintain, bill, and file liens on property owners for failure to maintain.
9. DoD/RCs Section I.G.3.: Community Development Director and/or other appropriate officials should review proposed final language, here and elsewhere in the DoD/RCs, to confirm whether ultimate responsibility for maintenance of Reserve Areas, and stormwater drainage and detention and recreational and other facilities therein located, should reside with the owners of the Reserve Areas or the HOA, in consideration of the period of time when owned by the developer and prior to the conveyance to the HOA, and in consideration that HOA failures or failures to pay property taxes may result in ownership other than the HOA, with the HOA still saddled with maintenance of another's property. If ultimately with the Reserve Area owner, a bridge may be used to convey intent to future owners within the subdivision, such as "... Reserve Area owner, which shall be the [HOA precise nomenclature] upon conveyance of such Reserve Area to the Association..."
10. DoD/RCs Section I.G.3.: Community Development Director and/or other appropriate officials should review proposed final language to confirm whether maintenance standards and schedule are consistent with minimum City standards for same.
11. DoD/RCs Section IV.: Property Owners' Association has been added but may have been inadvertently inserted in the private covenants of Section III. Please clarify the intended placement and Section number for the "Owner's Reserved Rights."
12. DoD/RCs Section II. Planned Unit Development Restrictions: Please update to better match the development standards of the approved PUD and incorporating appropriate development standards from the Planning Commission and Staff recommendations as contained within the City Council Staff Report and associated information, provided to the Applicant November 12, 2018.
13. DoD/RCs Section II. Preamble: Use correct Zoning Code citation as was in effect at the time of PUD approval (prior to Ordinance # 746 in November of 2017), such as "as provided within Chapter 11 of Title 11, Glenpool City Code, as the same existed..."
14. DoD/RCs Section III. Private Restrictions: Other than item above, this section has not been reviewed by Staff per request of Applicant at TAC meeting as Developer's Attorney is revising. When ready, and prior to plat signatures and recording, Staff will review:
 - a. To confirm no conflicts with City Code,
 - b. To confirm development standards such as masonry, roof pitch, landscaping, etc. are included and consistent with the same as contained within the City Council Staff Report and associated information, provided to the Applicant November 12, 2018, and
 - c. To identify typos and grammatical issues to improve the plat quality.
15. DoD/RCs: Appears to be missing standard provisions pertaining to City of Glenpool as beneficiary of pertinent sections of the Deed of Dedication and Restrictive Covenants and City of Glenpool authority to enforce and approve amendments or terminations of the DoD/RCs.
16. Owner signatory line appears to have a typo, "aste."
17. Notary blocks for Owner's and Surveyor's signatures: Consider use of pronoun "they" in reference to signatories.

STAFF REPORT

ATTACHMENTS:

1. Case Map
2. 11" X 17" Final Plat of "Glenn Hills Blocks 1-6"



Subject
Tract

Preliminary Plat of Glenn Hills Blks 7-11

STR
12-17-12



Owner / Developer
K & S DEVELOPMENTS, INC.
12150 EAST 96TH STREET NORTH, SUITE D
OWASSO, OK 74055
PHONE: (918) 274-0406
MR. PETE KOURTIS

Planned Unit Development No. 34

Glenn Hills

Blocks 1-6

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE/4 OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

Surveyor
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2020

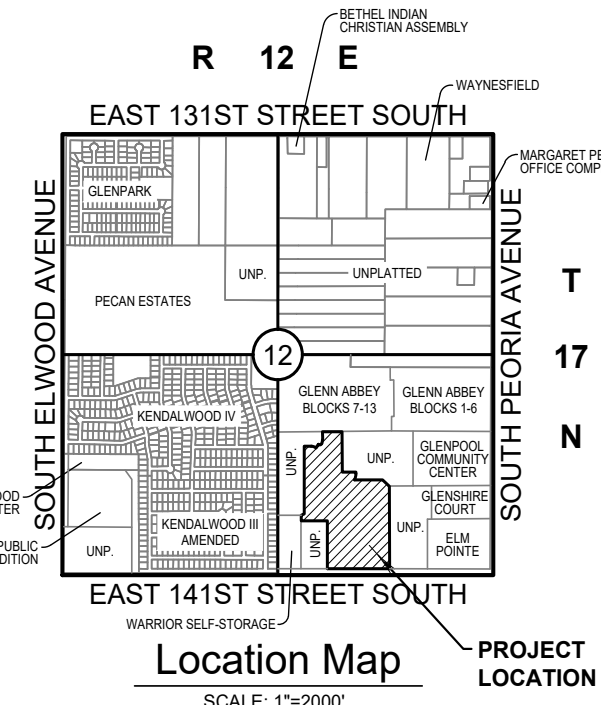
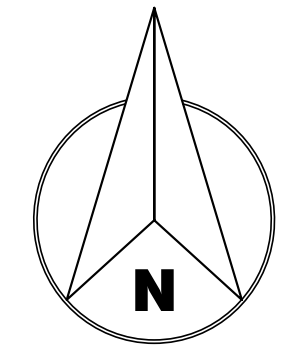
Engineer
ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (816) 809-8253
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2020

Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
B1	63.84'	100.00'	S 72°38'07" E	62.76'
B2	4.28'	150.00'	S 53°01'50" E	4.28'
B3	46.19'	25.00'	N 74°51'30" E	39.89'
B4	48.09'	125.00'	N 10°54'28" E	47.80'
B5	77.40'	175.00'	S 12°33'26" W	76.77'

Lot Area & Address Table

BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
1	1	1640 E. 140TH PL.	8,861.44
	2	1634 E. 140TH PL.	9,519.01
	3	1628 E. 140TH PL.	14,450.79
	4	1402S E. IROQUOIS AVE.	7,844.65
	5	1402S E. IROQUOIS AVE.	7,800.12
	6	14014 S. IROQUOIS AVE.	7,800.16
	7	14008 S. IROQUOIS AVE.	7,800.16
	8	14002 S. IROQUOIS AVE.	7,800.16
	9	13934 S. IROQUOIS AVE.	7,800.16
	10	13928 S. IROQUOIS AVE.	7,800.00
	11	13922 S. IROQUOIS AVE. / 1632 E. 139TH CT.	9,383.87
	12	1626 E. 139TH CT.	8,840.00
	13	1620 E. 139TH CT.	8,744.61
	14	1614 E. 139TH CT.	8,544.18
	15	1608 E. 139TH CT.	17,231.74
	16	1602 E. 139TH CT.	12,036.03
	17	1606 E. 139TH CT.	14,456.40
	18	1609 E. 139TH CT.	8,917.81
	19	1615 E. 139TH CT.	8,749.96
	20	1621 E. 139TH CT.	8,840.34
2	21	13908 S. IROQUOIS AVE. / 1627 E. 139TH CT.	9,432.55
	22	13902 S. IROQUOIS AVE. / 1620 E. 139TH ST.	10,517.54
	23	1614 E. 139TH ST.	7,800.00
	24	1608 E. 139TH ST.	7,800.00
	25	1602 E. 139TH ST.	7,800.00
	26	1522 E. 139TH ST.	7,800.00
	27	1516 E. 139TH ST.	8,757.55
	1	13842 S. HARTFORD AVE. / 1519 E. 139TH ST.	8,474.96
	2	13836 S. HARTFORD AVE.	7,800.13
	3	13830 S. HARTFORD AVE.	7,800.13
	4	13824 S. HARTFORD AVE.	7,803.43
	5	13818 S. HARTFORD AVE.	8,303.30
	6	13812 S. HARTFORD AVE. / 1624 E. 138TH ST.	10,411.70
	1	13843 S. HARTFORD AVE. / 1607 E. 138TH ST.	8,339.75
	2	13837 S. HARTFORD AVE.	7,800.00
	3	13831 S. HARTFORD AVE.	7,800.00
	4	13825 S. HARTFORD AVE.	7,914.40
	1	13925 S. KENOSHA AVE. / 1685 E. 139TH PL.	8,265.87
	2	13919 S. KENOSHA AVE.	8,094.16
	3	13913 S. KENOSHA AVE.	12,377.95
	4	1679 E. 139TH CT.	10,795.83
3	5	1673 E. 139TH CT.	9,106.30
	6	1667 E. 139TH CT.	8,370.66
	7	1661 E. 139TH CT.	11,340.97
	8	1655 E. 139TH CT.	10,130.96
	9	1656 E. 139TH CT.	12,625.03
	10	1662 E. 139TH CT.	9,560.08
	11	1668 E. 139TH CT.	7,991.01
	12	13926 S. KENOSHA AVE. / 1674 E. 139TH CT.	8,851.37
	13	13934 S. KENOSHA AVE. / 1671 E. 140TH ST.	9,688.33
	14	1665 E. 140TH ST.	7,800.00
	15	1659 E. 140TH ST.	7,800.00
	16	1653 E. 140TH ST.	7,800.00
	17	1647 E. 140TH ST.	7,800.00
	18	13933 S. KENOSHA AVE. / 1641 E. 140TH ST.	9,677.13
	19	13927 S. IROQUOIS AVE.	7,920.00
	20	13921 S. IROQUOIS AVE.	7,800.00
	21	13915 S. IROQUOIS AVE.	7,800.00
	22	13909 S. IROQUOIS AVE.	8,552.33
	23	13903 S. IROQUOIS AVE.	10,976.64
4	1	1656 E. 140TH PL.	8,904.25
	2	1662 E. 140TH PL.	8,385.00
	3	1668 E. 140TH PL.	8,385.00
	4	1674 E. 140TH PL.	7,950.72
	5	1680 E. 140TH PL.	11,526.62
	6	14027 S. KENOSHA AVE.	10,478.08
	7	14021 S. KENOSHA AVE.	8,063.99
	8	14015 S. KENOSHA AVE.	7,800.00
	9	14009 S. KENOSHA AVE.	7,800.00
	10	14003 S. KENOSHA AVE.	7,800.00
	11	13941 S. KENOSHA AVE.	7,800.00
	12	13935 S. KENOSHA AVE. / 1684 E. 139TH PL.	8,265.87
	1	14019 S. IROQUOIS AVE. / 1639 E. 140TH PL.	9,694.79
	2	1645 E. 140TH PL.	7,800.00
	3	1651 E. 140TH PL.	7,800.00
	4	1657 E. 140TH PL.	7,800.00
	5	1663 E. 140TH PL.	7,800.00
	6	14016 S. KENOSHA AVE. / 1669 E. 140TH PL.	9,706.94
	7	14010 S. KENOSHA AVE. / 1670 E. 140TH ST.	9,688.57
	8	1664 E. 140TH ST.	7,800.00
	9	1658 E. 140TH ST.	7,800.00
5	10	1652 E. 140TH ST.	7,800.00
	11	1648 E. 140TH ST.	7,800.00
6	12	14013 S. IROQUOIS AVE. / 1640 E. 140TH ST.	9,698.80



Line Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
L1	151.63'	175.00'	49°38'44"	N 24°42'30" E	148.93'
L2	29.05'	25.00'	66°34'58"	S 82°29'58" E	27.44'
L3	40.15'	25.00'	92°01'04"	N 11°25'16" W	35.97'
L4	146.25'	125.00'	67°02'03"	S 33°27'45" W	138.05'
L5	146.38'	125.00'	67°05'38"	N 33°25'57" E	138.16'
L6	8.46'	175.00'	2°46'13"	S 65°35'40" W	8.46'
L7	130.92'	182.00'	41°12'53"	N 69°48'56" W	128.11'
L8	76.01'	132.00'	32°59'34"	N 73°55'35" W	74.96'
L9	105.81'	175.00'	34°38'33"	S 17°15'59" W	104.21'
L10	127.52'	175.00'	41°45'08"	N 46°06'12" E	124.72'
L11	16.20'	25.00'	37°07'10"	S 18°26'43" W	15.91'
L12	16.20'	25.00'	37°07'10"	N 71°01'03" E	15.91'
L13	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
L14	143.59'	50.00'	164°32'49"	N 45°16'07" W	99.09'
L15	39.27'	25.00'	90°00'00"	S 45°06'52" E	35.36'
L16	39.27'	25.00'	90°00'00"	S 44°53'08" W	35.36'
L17	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.26'
L18	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
L19	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
L20	241.19'	50.00'	276°22'46"	S 00°25'22" E	66.67'
L21	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
L22	16.32'	25.00'	37°23'35"	S 18°46'40" E	16.03'
L23	16.32'	25.00'	37°23'35"	N 71°43'34" W	16.03'
L24	143.53'	50.00'	164°28'40"	N 44°43'53" E	99.09'
L25	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.26'
L26	39.14'	25.00'	89°41'30"	S 44°43'53" W	35.26'
L27	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
L28	39.11'	25.00'	89°37'55"	N 44°45'40" E	35.24'
L29	39.43'	25.00'	90°22'05"	N 45°14'19" W	35.47'
L30	39.11'	25.00'	89°37'55"	N 44°45'41" W	35.24'
L31	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
L32	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
L33	16.18'	25.00'	37°05'34"	N 18°29'07" W	15.90'
L34	37.70'	12.00'	180°00'00"	S 45°14'19" E	35.47'
L35	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
L36	105.39'	175.00'	34°30'19"	S 17°11'52" W	103.80'
L37	38.52'	25.00'	86°17'29"	N 9°41'45" W	34.82'
L38	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
L39	39.11'	25.00'	89°37'55"	N 44°45'41" E	35.24'
L40	241.19'	50.00'	276°22'46"	S 00°25'22" E	66.67'
L41	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
L42	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
L43	108.18'	125.00'	49°35'09"	S 24°44'17" W	104.83'
L44	37.70'	12.00'	180°00'00"	S 89°53'08" W	24.00'
L45	37.70'	12.00'	180°00'00"	N 89°53'08" E	24.00'
L46	55.17'	35.00'	90°18'30"	S 45°16'07" E	49.63'
L47	54.79'	35.00'	89°41'30"	N 44°43'52" E	49.36'

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	151.63'	175.00'	49°38'44"	N 24°42'30" E	148.93'
C2	29.05'	25.00'	66°34'58"	S 82°29'58" E	27.44'
C3	40.15'	25.00'	92°01'04"	N 11°25'16" W	35.97'
C4	146.25'	125.00'	67°02'03"	S 33°27'45" W	138.05'
C5	146.38'	125.00'	67°05'38"	N 33°25'57" E	138.16'
C6	8.46'	175.00'	2°46'13"	S 65°35'40" W	8.46'
C7	130.92'	182.00'	41°12'53"	N 69°48'56" W	128.11'
C8	76.01'	132.00'	32°59'34"	N 73°55'35" W	74.96'
C9	105.81'	175.00'	34°38'33"	S 17°15'59" W	104.21'
C10	127.52'	175.00'	41°45'08"	N 46°06'12" E	124.72'
C11	16.20'	25.00'	37°07'10"	S 18°26'43" W	15.91'
C12	16.20'	25.00'	37°07'10"	N 71°01'03" E	15.91'
C13	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C14	143.59'	50.00'	164°32'49"	N 45°16'07" W	99.09'
C15	39.27'	25.00'	90°00'00"	S 45°06'52" E	35.36'
C16	39.27'	25.00'	90°00'00"	S 44°53'08" W	35.36'
C17	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.26'
C18	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C19	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C20	241.19'	50.00'	276°22'46"	S 00°25'22" E	66.67'
C21	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C22	16.32'	25.00'	37°23'35"	S 18°46'40" E	16.03'
C23	16.32'	25.00'	37°23'35"	N 71°43'34" W	16.03'
C24	143.53'	50.00'	164°28'40"	N 44°43'53" E	99.09'
C25	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.26'
C26	39.14'	25.00'	89°41'30"	S 44°43'53" W	35.26'
C27	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C28	39.11'	25.00'	89°37'55"	N 44°45'40" E	35.24'
C29	39.43'	25.00'	90°22'05"	N 45°14'19" W	35.47'
C30	39.11'	25.00'	89°37'55"	N 44°45'41" W	35.24'
C31	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C32	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C33	16.18'	25.00'	37°05'34"	N 18°29'07" W	15.90'
C34	37.70'	12.00'	180°00'00"	S 45°14'19" E	35.47'
C35	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C36	105.39'	175.00'	34°30'19"	S 17°11'52" W	103.80'
C37	38.52'	25.00'	86°17'29"	N 9°41'45" W	34.82'
C38	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C39	39.11'	25.00'	89°37'55"	N 44°45'41" E	35.24'
C40	241.19'	50.00'	276°22'46"	S 00°25'22" E	66.67'
C41	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C42	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C43	108.18'	125.00'	49°35'09"	S 24°44'17" W	104.83'
C44	37.70'	12.00'	180°00'00"	N 89°53'08" E	24.00'
C45	37.70'	12.00'	180°00'00"	S 89°53'08" W	24.00'
C46	55.17'	35.00'	90°18'30"	S 45°16'07" E	49.63'
C47	54.79'	35.00'	89°41'30"	N 44°43'53" E	49.36'

Deed of Dedication & Restrictive Covenants

GLENN HILLS BLOCKS 1-6
PLANNED UNIT DEVELOPMENT NO. 34

KNOW ALL MEN BY THESE PRESENTS:

THAT K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 1280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°34'38" WEST 764.23 FEET; THENCE NORTH 00°03'17" WEST 653.40 FEET; THENCE SOUTH 89°34'38" WEST 320.00 FEET; THENCE NORTH 00°03'17" WEST 67.36 FEET; THENCE NORTH 66°06'22" EAST 40.47 FEET; THENCE NORTH 00°03'17" WEST 812.75 FEET; THENCE NORTH 89°34'38" EAST 85.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 63.84 FEET, A CHORD BEARING OF SOUTH 72°08'07" EAST AND A CHORD LENGTH OF 62.76 FEET; THENCE NORTH 89°09'07" EAST 60.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'50" EAST AND A CHORD LENGTH OF 4.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 46.19 FEET; A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.89 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 48.09 FEET, A CHORD BEARING OF NORTH 10°54'28" EAST AND A CHORD LENGTH OF 47.80 FEET; THENCE NORTH 00°06'52" WEST 95.53 FEET TO THE SOUTH LINE OF GLENN ABBEY BLOCKS 7 THRU 13, THENCE NORTH 89°34'38" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.99 FEET; THENCE SOUTH 00°06'52" EAST 485.27 FEET; THENCE NORTH 89°34'38" EAST 170.00 FEET; THENCE SOUTH 00°06'46" EAST 20.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.40 FEET, A CHORD BEARING OF SOUTH 12°33'26" WEST AND A CHORD LENGTH OF 76.77 FEET; THENCE NORTH 89°34'38" EAST 341.85 FEET; THENCE SOUTH 47°09'08" EAST 116.14 FEET; THENCE SOUTH 00°06'52" EAST 1060.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTH 50.00 FEET THEREOF.

Said TRACT OF LAND CONTAINS 1,217,368.36 SQUARE FEET OR 27.95 ACRES.

BASIS FOR BEARING - THE SOUTH LINE OF THE SE¼ OF SECTION 12, T-17-N, R-12-E AS SOUTH 89°34'38" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GLENN HILLS BLOCKS 1-6", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY MAINS AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

UNDERGROUND SERVICE

OVERHEAD POLES MAY BE LOCATED ALONG THE SOUTH PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND/OR GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL, AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT, THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT OR RESERVE AREA IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND APPURTENANCE OR STRUCTURES, SANITARY SEWER MAINS AND STRUCTURES AND STORM SEWERS AND ASSOCIATED STRUCTURES IN THIS SUBDIVISION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, OKLAHOMA, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT OR RESERVE AREA DEPICTED ON THE PLAT OF GLENN HILLS BLOCKS 1-6, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS OR RESERVE AREAS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS (INDIVIDUALLY A "DRAINAGE EASEMENT" AND COLLECTIVELY THE "DRAINAGE EASEMENTS") DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS AND MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THIS DEED OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA
- THE OWNER OF EACH LOT OR RESERVE AREA UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
- IN THE EVENT THE LOT OR RESERVE AREA OWNER(S) SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN AN OVERLAND DRAINAGE EASEMENT, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE FROM THE FINISHED CONTOURS EXISTING AT THE TIME OF THE COMPLETION OF THE DRAINAGE INFRASTRUCTURE AND APPROVAL OF SAME BY THE CITY OF GLENPOOL, OKLAHOMA, THE CITY OF GLENPOOL, OKLAHOMA, THE ASSOCIATION OR THEIR DESIGNATED CONTRACTOR(S) MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION, AND THE COST THEREOF SHALL BE PAID BY SUCH LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, OKLAHOMA AND/OR THE ASSOCIATION, AS THE CASE MAY BE, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT OR RESERVE AREA, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE RESPECTIVE LIEN CLAIMANT.

G. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, A PERPETUAL STORM WATER DETENTION EASEMENT ON, OVER AND ACROSS RESERVE AREAS 'A' AND 'B' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS AND STREETS WITHIN THE SUBDIVISION, AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.
- STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORM WATER DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE STORM WATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE STORM WATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

- IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.

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

H. RESERVE AREAS "A" AND "B"

RESERVE AREAS "A" AND "B" ARE HEREBY DEDICATED AS STORM WATER DETENTION EASEMENTS AND UTILITY EASEMENTS, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING STORM WATER DETENTION FACILITIES, UTILITIES, OPEN SPACE, RECREATIONAL FACILITIES, AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

I. RESERVE AREA "C"

RESERVE AREA "C" IS HEREBY DEDICATED AS A UTILITY EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSE OF MAINTAINING UTILITIES, OPEN SPACE, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

J. RESERVE AREAS "D" AND "E"

RESERVE AREAS "D" AND "E" ARE HEREBY DEDICATED AS FENCE AND LANDSCAPE EASEMENTS, AND SHALL BE ESTABLISHED FOR THE PURPOSE OF MAINTAINING LANDSCAPING, ENTRY FEATURES, WALLS AND APPURTENANCES, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN GLENN HILLS BLOCKS 1-6 AS SET FORTH WITHIN SECTION IV HEREOF.

K. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO GLENN HILLS BLOCKS 1-6 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL PLANNING COMMISSION AND THE GLENPOOL CITY COUNCIL PER CITY OF GLENPOOL SUBDIVISION REGULATIONS, SECTION 12617.A. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GLENN HILLS BLOCKS 1-6" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 34), AS PROVIDED WITHIN SECTION 100 OF TITLE, GLENPOOL REVISED ORDINANCES, AS THE SAME EXISTED ON DECEMBER 13, 2016, (HEREINAFTER THE "GLENPOOL ZONING CODE"), AND

WHEREAS PUD 34 WAS AFFIRMATIVELY RECOMMENDED BY THE GLENPOOL PLANNING COMMISSION ON NOVEMBER 14, 2016 AND APPROVED BY THE GLENPOOL CITY COUNCIL ON DECEMBER 13, 2016 (ORDINANCE NO. 729 AN ORDINANCE AMENDING ORDINANCE NO. 458), AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (GLENN HILLS BLOCKS 1-6), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 28.82 ACRES (1,255,578.7 SQUARE FEET)

EXISTING ZONING: PUD 34 / RS-4

PUD 34 DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN GLENN HILLS BLOCKS 1-6:

PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES AND ACTIVITIES GENERALLY FOUND WITHIN MASTER-PLANNED RESIDENTIAL COMMUNITIES.

MINIMUM LOT WIDTH: 65 FEET

MINIMUM LOT AREA: 7,800 SQUARE FEET

MINIMUM FRONT YARD SETBACK: 25 FEET

MINIMUM REAR YARD SETBACK: 20 FEET

MINIMUM REAR YARD SETBACK FROM ARTERIAL STREET: 30 FEET

MINIMUM SIDE YARD SETBACK: 5 FEET

ALL OTHER YARDS ABUTTING A PUBLIC STREET: 15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED

IF A SIDE ENTRY GARAGE IS PROPOSED, THE BUILDING WALL CONTAINING THE GARAGE DOOR SHALL BE SET A MINIMUM OF 20 FEET FROM THE STREET RIGHT OF WAY.

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. FOR LOTS THAT UTILIZE A 'S' SIDE YARD, THE AIR CONDITIONING PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 'S' SIDE YARD.

MINIMUM DWELLING SIZE: MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.

MAXIMUM STRUCTURE HEIGHT: 35 FEET

SECTION III. PRIVATE RESTRICTIONS

A. USES OF LAND

- LOT USE: ALL RESIDENTIAL LOTS OF GLENN HILLS SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES SUBJECT TO THE TERMS, CONDITIONS, AND PROVISIONS OF [PUD], WHICH ARE THE USES PERMITTED BY RIGHT OR SPECIAL EXCEPTION IN RS-4 ZONING DISTRICTS. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE, AND NO BUSINESS OR BUILDING OF ANY KIND WHATSOEVER SHALL BE ERECTED OR MAINTAINED THEREON, EXCEPT SINGLE-FAMILY RESIDENCES. PROVIDED: AN OWNER MAY UTILIZE A "HOME OFFICE" FOR BUSINESS PURPOSES AS LONG AS BUSINESS VISITORS, GUESTS, AND CUSTOMERS DO NOT VISIT THE OWNER'S LOT, AND COMMERCIAL VEHICLES DO NOT REGULARLY DELIVER SUPPLIES OR MATERIALS AND SUCH BUSINESS ACTIVITIES ARE CONDUCTED IN A MANNER WHICH DOES NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF SURROUNDING OWNERS. PROVIDED, HOWEVER, THE OWNER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED (INCLUDING A TEMPORARY PARKING LOT) BY A BUILDER FOR A FIXED TIME PERIOD. A. THE OWNER'S SOLE DISCRETION. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT, WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE OWNER MAY BE MOVED ONTO A LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN GLENN HILLS, EXCEPT THAT THE OWNER OR ITS DESIGNEE(S) MAY USE A MOBILE HOME AS A TEMPORARY SALES OFFICE.

- RESERVE AREA: "RESERVE AREA", AS REFLECTED ON THE RECORDED PLAT OF GLENN HILLS, SHALL BE USED AS COMMON AREA ONLY. THE COMMON AREA HAS BEEN GRANTED BY OWNER AS A PERPETUAL EASEMENT FOR THE PURPOSES OF PEDESTRIAN ACCESS, OPEN AREA, ROADWAYS, PARK AREA AND RELATED AMENITIES, AND FOR PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE LOTS WITHIN GLENN HILLS AND SUBDIVISIONS WITHIN GLENN HILLS [PUD]. DRAINAGE FACILITIES CONSTRUCTED IN SAID COMMON AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF GLENPOOL, OKLAHOMA. SAID DRAINAGEWAY AREA AND FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGEWAY AREA AND FACILITIES, THE CITY OF GLENPOOL, OKLAHOMA MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE ASSESSED IN THE SAME MANNER AS SPECIAL ASSESSMENTS AGAINST ALL MEMBERS OF THE ASSOCIATION. ALL LOT OWNERS WITHIN EACH PHASE OF GLENN HILLS [PUD] SHALL HAVE ACCESS TO THE PARK AREA, PLAYGROUND EQUIPMENT, SWIMMING POOL, AND CLUBHOUSE WITHIN ANY COMMON AREA OF EACH PHASE OF THE GLENN HILLS [PUD]. ACCESS BY ANY LOT OWNER WITHIN ANY PHASE OF THE GLENN HILLS [PUD] TO A PARTICULAR COMMON AREA OF THE GLENN HILLS [PUD] SHALL BE SUBJECT NOT ONLY TO MEMBERSHIP IN THE ASSOCIATION, BUT ALSO TO PAYMENT OF THE ASSESSMENTS (INCLUDING SPECIAL ASSESSMENTS) DESCRIBED IN ARTICLE V HEREOF.

- NUISANCE: NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON UPON ANY LOT OR THE COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME A NUISANCE OR ANNOYANCE TO THE NEIGHBORHOOD. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A LOT. ACTIVITIES EXPRESSLY PROHIBITED ON LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

- ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD, DOMESTIC PETS AND THE SUCKLING YOUNG OF SAID ANIMALS; PROVIDED, HOWEVER, THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE OWNER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE LEVIED BY THE ASSOCIATION IN AN AMOUNT DETERMINED BY THE ASSOCIATION IN ACCORDANCE WITH ITS ESTABLISHED RULES AND REGULATIONS (NOT TO EXCEED \$100.00 PER DAY), AND/OR TO SUCH OTHER ACTIONS AS THE ASSOCIATION MAY DETERMINE APPROPRIATE. THE AMOUNT OF SUCH FINE, IF NOT PAID BY ITS DUE DATE, SHALL BECOME A LIEN UPON THE OWNER'S LOT AND SUBJECT TO ENFORCEMENT AND FORECLOSURE AS SET FORTH IN ARTICLE V HEREOF. ANIMALS SHALL NOT BE KEPT, USED OR MAINTAINED FOR ANY PURPOSES OF THE ASSOCIATION OR THE BOARD OF DIRECTORS OR THE BOARD OF DIRECTORS OR AUTHORIZED COMMITTEE OF THE ASSOCIATION. AN ANIMAL IS DEEMED OFFENSIVE TO SURROUNDING PROPERTY OWNERS AND A NUISANCE TO THE PUBLIC, THE OWNER OF SUCH ANIMAL SHALL REMEDY SUCH EXCESSIVE NOISE OR NUISANCE WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE NOTICE (ORAL OR WRITTEN) IS DELIVERED TO SUCH OWNER BY THE OWNER OR THE ASSOCIATION. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS, SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION, SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. NO EXOTIC ANIMALS SHALL BE PERMITTED ON ANY LOT OR THE COMMON AREAS; PROVIDED, HOWEVER, DOMESTIC PETS SHALL BE PERMITTED WITHIN THE COMMON AREAS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION. UNLEASHED ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE COMMON AREA, ANY PARK AREAS OR RESERVE AREAS, AND AT THE OPTION OF THE OWNER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

- MAINTENANCE: ALL LOTS AND IMPROVEMENTS THEREON, INCLUDING BUT NOT LIMITED TO, THE RESIDENTIAL STRUCTURE, OUT BUILDING, IF ANY, FENCES, IF ANY, LANDSCAPING AND OTHER IMPROVEMENTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL, AND SANITARY CONDITION. ALL LOTS SHALL BE KEPT FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS. ALL STRUCTURES, LANDSCAPING AND IMPROVEMENTS PLACED UPON ANY LOT SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR AT ALL TIMES. EACH LOT SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF OWNER AND/OR ITS DESIGNEES FOR ACCESS TO MAKE REASONABLE GRADING AND REPAIR WORK, AS WELL AS TO ALLOW FOR THE FREE FLOW OF STORM WATER ACROSS PORTIONS OF SUCH LOT. SUCH ENTRY SHALL BE MADE ONLY AT REASONABLE TIMES AND WITH AS LITTLE INCONVENIENCE AS POSSIBLE TO THE OWNER OF THE LOT BEING ENTERED, AND WITH ADVANCE NOTICE TO SUCH OWNER. SUCH EASEMENT SHALL NOT PERMIT ENTRY INTO ANY RESIDENCE OR GARAGE, AND ANY DAMAGE CAUSED TO THE LOT OR ADJOINING PROPERTY ENTERED BY VIRTUE OF USE OF SUCH EASEMENT SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE OWNER WHOSE PROPERTY WAS THE OBJECT OF THE REPAIR WORK. ALL YARD EQUIPMENT SHALL BE SCREENED FROM VIEW OF NEIGHBORING LOTS BY STRIPES, OR OTHER PROPERTY. MAINTENANCE OF RESIDENTIAL STRUCTURES AND LOTS SHALL ALSO COMPLY WITH RULES AND REGULATIONS PUBLISHED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO ARCHITECTURAL CONTROL REQUIREMENTS; PROVIDED, HOWEVER, THE OWNER RESERVES CONTROL OVER ALL ARCHITECTURAL REQUIREMENTS RELATING TO THE CONSTRUCTION OF ALL IMPROVEMENTS UNTIL SUCH TIME AS THE LOT OR COMMON AREA CONTAINING SUCH STRUCTURE IS TRANSFERRED TO AN OWNER OCCUPANT OR THE ASSOCIATION, RESPECTIVELY. UPON SUCH TRANSFER TO AN OWNER OCCUPANT OR THE ASSOCIATION, AS THE CASE MAY BE, NO BUILDING, RESIDENCE, FENCE, WALL OR OTHER STRUCTURAL OR LANDSCAPING IMPROVEMENT SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY OF THE LOTS WITHIN GLENN HILLS, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, OR CHANGE IN THE EXTERIOR APPEARANCE THEREOF, OR MAJOR CHANGE IN LANDSCAPING BE MADE, UNTIL SUCH MATTER IS APPROVED IN WRITING BY THE ASSOCIATION'S BOARD OF DIRECTORS.

- WIND GENERATORS; SOLAR COLLECTORS: NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON THE COMMON AREA OR ANY OTHER RESERVE. FURTHER, NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT OR RESIDENCE THEREON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER OR THE ASSOCIATION IN ADVANCE OF ITS INSTALLATION.

- CLOTHES LINES: THE DRYING OF CLOTHES ON ANY LOT IN PUBLIC VIEW IS PROHIBITED.

- STORAGE: NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE ON ANY LOT SHALL BE PERMITTED. PROVIDED, HOWEVER, BUILDING MATERIALS MAY BE STORED ON A LOT FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

9. WASTE: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER WHICH SHALL BE KEPT ON SUCH LOT AND STORED FROM PUBLIC VIEW, UNTIL SUCH DAY AS MAY BE DESIGNATED FOR COLLECTION OF SUCH CONTAINERS OR MATERIAL. ALL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET BY THE OWNER OF SAID LOT. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

10. COMPLIANCE WITH LAWS: EACH OWNER SHALL COMPLY WITH ALL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS OF FEDERAL, STATE OR MUNICIPAL GOVERNMENTS OR AUTHORITIES, INCLUDING THE MUNICIPAL CODES OF THE CITY OF GLENPOOL, OKLAHOMA, AND REQUIREMENTS APPLICABLE TO USE, ZONING, OCCUPANCY OF THE LOT AND PREMISES AND MAINTENANCE OF IMPROVEMENT THEREON. FURTHERMORE, THE PLAT OF GLENN HILLS AND ALL CONSTRUCTION AND OTHER ACTIVITY RELATIVE THERETO SHALL BE SUBJECT TO AND IN CONFORMITY WITH THE [PUD] AND ANY SUPPLEMENTS OR ADDENDUMS THERETO.

B. ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

1. PLANS AND SPECIFICATIONS: A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS INCLUDING MATERIALS FOR ANY STRUCTURE PROPOSED TO BE ERECTED MUST FIRST BE SUBMITTED TO THE OWNER AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE OWNER OR ITS AGENT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS IN GLENN HILLS. IN ADDITION, UNLESS WAIVED BY THE OWNER IN WRITING, BASED ON HARSHIP, ECONOMIC CONSIDERATIONS OR OTHER REASONS WHICH WILL NOT INTERFERE WITH THE HARMONY OF DESIGN OR DIMINISH PROPERTY VALUES IN THE NEIGHBORHOOD, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN GLENN HILLS:

- a. DWELLING SIZE: ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,500 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. IN THE EVENT OF A DWELLING HAVING MORE THAN ONE (1) STORY, THERE SHALL BE A MINIMUM OF 1,800 SQUARE FEET OF FLOOR SPACE WITH A MINIMUM OF 1,400 SQUARE FEET ON THE FIRST STORY, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.
- b. MASONRY: ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE REMAINING EXTERIOR WALLS (UP TO THE FIRST FLOOR PLATE LINE) THEREOF COMPRISED OF BRICK, STONE OR MASONRY SIDING; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE OWNER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.
- c. GARAGES: ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.
- d. PATIO ROOF: ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.
- e. DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) FEET IN WIDTH.
- f. MAILBOXES: ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH A WRITTEN PLANDIAGRAM AND SPECIFICATIONS TO BE APPROVED BY OWNER PRIOR TO CONSTRUCTION.
- g. ROOF PITCH, MATERIALS: ROOF PITCH SHALL BE A MINIMUM OF 6/12 PITCH AND ROOF MATERIALS SHALL BE HERITAGE II OR COMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY, AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE OWNER PRIOR TO INSTALLATION.
- h. SODDING, LANDSCAPING: THE FRONT, BACK AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.
- i. HEATING AND AIR CONDITIONING REQUIREMENTS: ALL RESIDENCES IN GLENN HILLS SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR SYSTEMS. NO PORTABLE, WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED.

2. NO WARRANTY AS TO PLANS: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE OWNER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY PLANS OR SPECIFICATIONS HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE OWNER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE OWNER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE OWNER, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT CODES, COVENANTS AND RESTRICTIONS IMPOSED UPON GLENN HILLS.

3. FENCES: NO FRONT YARD FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER. EXCEPT AS DESCRIBED BELOW, ALL FENCES SHALL BE SIX (6) FEET IN HEIGHT AND MADE OF WOOD PRIVACY FENCING. NO FENCES SHALL BE CONSTRUCTED UPON WALKWAYS OR ACCESS EASEMENTS, WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. A FENCE MUST BE ERECTED AND WELL-MAINTAINED BETWEEN EACH HOUSE FROM THE SIDE OF THE HOUSE EXTENDING TO EACH RESPECTIVE OWNERS LOT LINE. SAID FENCE SHOULD BE INSTALLED SO AS TO PREVENT A VIEW INTO THE BACK YARD OF A LOT FROM THE STREET FRONTING THE LOT. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE AREAS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. FURTHERMORE, WOOD PRIVACY FENCES SHALL, IF NECESSARY, BE TRIMMED AT THE BOTTOM OF THE FENCE SO AS TO PERMIT STORM WATER TO RUN UNDER THE FENCE TO AN AREA WITH A LOWER GRADE OF ELEVATION. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE ON THE LOT. ON CORNER LOTS, SIDE YARD FENCES SHALL BE INSTALLED AND WELL-MAINTAINED, SO AS TO PREVENT A VIEW INTO THE BACK YARD FROM THE STREET RUNNING ALONG THE SIDE OF THE STRUCTURE. SIDE YARD FENCES CAN BE NO CLOSER TO THE STREET THAN FIVE (5) FEET FROM THE PROPERTY LINE FOR THAT SIDE YARD.

- a. THE OWNER RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION, TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION, WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION.
 - b. IN THE EVENT A SIDE OR REAR FENCE IS CONSTRUCTED ADJACENT TO A RESERVE AREA, THE OWNERS OF SUCH LOTS SHALL CONSTRUCT A WOOD RAIL WITH ATTACHED BLACK COATED CHAIN LINK FENCE ALONG SUCH SIDE AND/OR REAR YARD(S) WHICH ABUTS A RESERVE.
 - c. THE OWNER/DEVELOPER, IN ITS SOLE DISCRETION, RESERVES THE RIGHT AND EASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE ASSOCIATION.
 - d. ALL OTHER FENCES SHALL BE A WOOD PRIVACY EXCEPT THE OWNER MAY, IN ITS SOLE DISCRETION, APPROVE IN WRITING THE USE OF AN ALTERNATIVE FENCING MATERIAL ON A CASE BY CASE BASIS. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED IN ANY AREA OF THE SUBDIVISION. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE OWNER IN WRITING. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT EXTEND BEYOND SEVEN AND ONE-HALF (7.5) FEET FROM THE EXTERIOR SIDELINES AND SHALL BE WOOD PRIVACY FENCING.
 - e. ALL FENCING SHALL BE APPROVED BY THE OWNER/DEVELOPER IN WRITING PRIOR TO ITS CONSTRUCTION; PROVIDED, HOWEVER, UPON THE TRANSFER OF A LOT TO AN OWNER OCCUPANT, THE CONSTRUCTION, REPAIR OR REPLACEMENT OF ANY FENCE AND THE MATERIALS USED THEREFOR UPON SUCH LOT SHALL BE APPROVED BY THE ASSOCIATION IN WRITING PRIOR TO SUCH CONSTRUCTION, REPAIR OR REPLACEMENT. ALL FENCES WITHIN GLENN HILLS SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF. THE OWNER RESERVES THE RIGHT, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE OWNER, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF.
4. OUTBUILDINGS: NO PORTABLE STORAGE OR OTHER OUT BUILDINGS ARE ALLOWED.

5. ANTENNAE: NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE OWNER. SATELLITE DISHES PERMITTED HEREIN SHALL BE INSTALLED AND MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM STREETS IN FRONT OF SAID STRUCTURE.

6. NOISE POLLUTION: EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE-FAMILY RESIDENCES AS MAY BE REQUIRED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY.

C. PARKING, STORAGE AND EASEMENTS

1. VEHICLES, BOATS, RVs: NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY RESIDENTIAL LOT FOR MORE THAN FORTY- EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT IN A GARAGE OR OTHERWISE COMPLETELY SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY BY PRIVACY FENCING NOT TO EXCEED 6 FEET IN HEIGHT. VEHICLES SHALL NOT BE KEPT, PARKED OR STOOD ON THE YARD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET, NOR IN ANY OTHER MANNER WHICH IMPAIRS OR IMPEDES SIDEWALK USE. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF VEHICLES.

2. EASEMENTS: THE OWNER RESERVES FOR ITSELF, FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN, OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED, IN AND ON THE AREAS INDICATED ON THE PLAT AS EASEMENTS, SEWER AND OTHER PIPELINES, CONDUITS, POLES AND WIRES, AND ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY QUASI-PUBLIC UTILITY OR FUNCTION ABOVE OR BENEATH THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND

MAINTENANCE. THE OWNER OF ANY LOT ADJUTING THE COMMON AREA AND WHO MUST, IN ORDER TO AVAIL HIMSELF OF UTILITIES, ENTER AND/OR CROSS THE COMMON AREA, SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT, FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLD OWNER AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY, PROVIDED, WHERE NECESSARY, FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE, PARTY WALL OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNER'S LOT, THE PROCEDURES SET FORTH IN ARTICLE VI, PARAGRAPH 5 ABOVE SHALL APPLY.

3. DRAINAGE: EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE OWNER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OR CURING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

D. RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

NO RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING OF GLENN HILLS MAY BE DONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER UNTIL SUCH TIME AS IT HAS SOLD ALL THE LOTS, AFTER WHICH CONSENT OF THE ASSOCIATION SHALL BE REQUIRED FOR SUCH ACTION.

E. SIGNS AND BILLBOARDS

NO SIGNS OR BILLBOARDS ARE ALLOWED ON A LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER; PROVIDED THAT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID LOT, OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, SHALL BE PERMITTED. NOTWITHSTANDING THE FOREGOING, THE OWNER, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE OWNER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE OWNER OR ITS DESIGNEES.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISIONS' SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER, ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

D. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THIS CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

OWNER'S RESERVED RIGHTS

- 1. GENERAL:** IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER OR GRANTED TO OWNER UNDER THE PROVISIONS OF THE GLENN HILLS DEED OF DEDICATION OR THIS DECLARATION, OWNER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE OWNER'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FORM AND AFTER SUCH TIME AS OWNER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS, AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE OWNER SHALL VEST IN THE ASSOCIATION; PROVIDED, HOWEVER, NOTHING SHALL PROHIBIT THE OWNER FROM TRANSFERRING ANY OF OWNER'S RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO OWNER BEING DIVESTED OF TITLE TO ALL LOTS AND OTHER PROPERTY WITH GLENN HILLS, ALL AS OWNER AND THE ASSOCIATION SHALL MUTUALLY AGREE BY EXPRESS WRITTEN AGREEMENT.
- 2. PROMOTION OF GLENN HILLS:** IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN GLENN HILLS: (A) OWNER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS OWNER OWNS ANY LOT, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, ON OR TO SUCH PROPERTY AS OWNER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER MAY DEEM ADVISABLE; AND (B) OWNER AND ITS RESPECTIVE AGENTS, GUESTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
- 3. CONSTRUCTION ON PROPERTY WITHIN THE SUBDIVISION:** OWNER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN GLENN HILLS AS OWNER DEEMS TO BE NECESSARY OR APPROPRIATE. THE OWNER MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS OWNER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER MAY REQUIRE. OWNER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
- 4. OTHER RIGHTS:** OWNER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING GLENN HILLS WHICH OWNER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF OWNER UNDER THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE OWNER'S CHOICE, INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION, TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE OWNER.
- 5. ENFORCEMENT:** THE OWNER, ASSOCIATION, OR ANY OWNER, WHETHER ACTING JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION; PROVIDED, HOWEVER, THE OWNER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY CONDITION, COVENANT, RESTRICTION, RESERVATION, LIEN OR CHARGE THROUGH LEGAL PROCEEDINGS OR OTHERWISE. FAILURE BY THE OWNER, ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COVENANTS WHICH BIND RESERVES SHALL BE BINDING ON THE OWNER OF THE RESERVE(S), EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THE OWNER AND THE ASSOCIATION.
- 6. REMEDIES:** IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, THE OWNER, ASSOCIATION AND ANY OWNER SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THAT PERSON OR PARTY TO THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS.
- 7. VARIANCE:** THE OWNER, IN ITS SOLE AND REASONABLE DISCRETION, SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED BY THESE COVENANTS, CONDITIONS AND RESTRICTIONS, AND TO WAIVE OR VARY THESE COVENANTS, CONDITIONS AND RESTRICTIONS BASED UPON CONDITIONS PECULIAR TO AN OWNER'S PARTICULAR LOT OR LOT OR OTHER CIRCUMSTANCES. UNTIL SUCH TIME AS THE OWNER HAS SOLD ALL OF ITS LOTS IN GLENN HILLS, THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT SUCH APPROVAL, WAIVER OR VARIANCE UPON THE PRIOR WRITTEN CONSENT OF THE OWNER. PROVIDED, HOWEVER, ANY VARIANCE GRANTED BY THE OWNER OR THE ASSOCIATION SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH VARIANCE, CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN GLENN HILLS, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE OWNER SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY.

8. **CORRECTION ASSESSMENT:** IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE OWNER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE VIOLATION, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATION(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED IN ARTICLE V HEREIN.

9. **FLOOD CONTROL AND EASEMENTS:** THE FLOOD CONTROL AND DRAINAGE EASEMENTS WHICH MAY BE GRANTED BY OWNER IN GLENN HILLS ARE FOR DRAINAGE PURPOSES. IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS ON WHICH SUCH EASEMENTS ARE LOCATED TO MAINTAIN SUCH EASEMENT FOR DRAINAGE PURPOSES UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF DRAINAGE; PROVIDED, FURTHER, THAT NO OBSTRUCTION (E.G. NO BARBECUE PITS, SWIMMING POOLS, ETC.) TRASH OR OTHER DEBRIS SHALL BE PLACED ON OR WITHIN SAID EASEMENTS, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL, OR OTHER WORK BE CARRIED ON WITHOUT PERMISSION OF THE CITY OF GLENPOOL, OKLAHOMA, DEPARTMENT OF ENGINEERING. NO GRADING, SCRAPING, EXCAVATION OR OTHER RE-ARRANGING OR PUNCTURING OF THE SURFACE OF ANY LOT SHALL BE COMMENCED WHICH WILL OR MAY TEND TO INTERFERE WITH ENCROACH UPON OR ALTER, DISTURB OR DAMAGE ANY SURFACE OR SUBSURFACE UTILITY LINE, PIPE, WIRE OR EASEMENT, OR WHICH WILL OR MAY TEND TO DISTURB THE MINIMUM OR MAXIMUM SUB-SURFACE DEPTH REQUIREMENT OF ANY UTILITY LINE, PIPE, WIRE OR EASEMENT. NO OBSTRUCTION SHALL BE PLACED ON ANY LOT WHICH WOULD DIRECT STORM WATER ONTO ANOTHER OWNER'S LOT OR ONTO ANY COMMON AREA.

10. **NO WAIVER:** THE FAILURE OF THE OWNER, ASSOCIATION, OWNER OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

11. **SEVERABILITY:** INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

12. **DISCLAIMER OF WARRANTY:** EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING GLENN HILLS, INCLUDING (WITHOUT LIMITATION) ANY COMMON AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

13. **BINDING EFFECT; AMENDMENT:** THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER, ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS. FOR A TERM OF TEN (10) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME DURING THE FIRST TEN (10) YEAR PERIOD BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN SIXTY PERCENT (60%) OF THE LOTS, AND THEREAFTER AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

- a. **SPECIAL AMENDMENT:** THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS AS THE PRIORS SUBJECT TO THIS DECLARATION, (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION, OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HERBY RESERVED AND GRANTED TO OWNER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF, THE POWER TO OWNER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS OWNER HAS SOLD ALL OF ITS LOTS IN GLENN HILLS [PUD].
- b. **GENERAL AMENDMENTS:** UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, (I) THE PROVISIONS OF THIS PARAGRAPH 9 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS, AND (II) ANY PROVISION RELATING TO THE RIGHTS OF OWNER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF OWNER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

IN WITNESS WHEREOF: K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2018.

K & S DEVELOPMENTS, INC.
AN OKLAHOMA CORPORATION

ASTE: _____
PETE KOURTIS, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2018, PERSONALLY APPEARED PETE KOURTIS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS PRESIDENT, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #8648, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "GLENN HILLS BLOCKS 1-4", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2018, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



STAFF REPORT:
THIRD AMENDMENT TO THE AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE

TO: Mayor Timothy Lee Fox and Honorable Councilors
Acting also as Chairman and Members of the Board of Directors of the Glenpool
Utility Services Authority

FROM: Lowell Peterson, City Attorney

DATE: December 3, 2018

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE
between the City of Glenpool, jointly with the Glenpool Utility Services Authority, and the
Creek County Rural Water District #2

Background

The City Council and the Glenpool Utility Services Authority Board are familiar with the Agreement of Compromise, Settlement and Release, effective May 15, 2015, which settled then-pending litigation with the Creek County Rural Water District #2 ("Creek-2"), and which provides that the parties will submit their respective records, to the extent applicable to the Settlement Agreement, to an independent auditor at the close of each fiscal year. The auditor is given 90 days in which to complete her or his audit report, and the parties are given an additional 90 days in which to submit, or forever and unconditionally waive, all claims one against the other.

During the performance of the audit for fiscal year 2017-2018, the auditor was informed of a certain "construction meter" for which the required Royalty payment was made, but there was no payment of the One-Time Connection Fee that is normally charged to a new customer in the Permissive Area when a connection is made to a water main. The City took the position that no such Connection Fee was rightfully due in the case where the connection was to a fire hydrant on a construction use for only temporary use. The City noted that charging such a Connection Fee in the case of a hydrant, and then again when the property connects permanently to a main, would be unequitable to the property developer. The Settlement Agreement makes no provision for this case and the parties never considered it at the time. Because the language of the Settlement Agreement does not make an exception for so-called "construction meters," legal counsel for Creek-2 took the position that such connections are to be treated no differently than permanent customer connections and a Connection Fee is due every time such a connection is made. With substantial bickering and negotiations between the lawyers, they managed to reach a compromise whereby Glenpool agrees to pay Creek-2 a One-Time Connection Fee for the use of any specific hydrant in the Permissive Area once it has been connected for use as a construction meter five times in any fiscal year. After that, no Connection Fee will ever be due for connections to that hydrant, no matter how many such connections or number of different users there may be. The parties also agreed to a somewhat cumbersome but workable method of keeping track of such usage for any hydrant in the Permissive Area.

Counsel for Creek-2 was authorized, and directed, by the Creek-2 Board to cooperate with your City Attorney in documenting a workable solution. We believe we have done that. It has not yet been seen or approved by the Creek-2 Board. Given past experience, I expect there may be some minor edits to the language of the amendment. I will, however, agree to make no changes to the substance of the agreement as described above.

STAFF REPORT:
THIRD AMENDMENT TO THE AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE

The audit report for fiscal year 2017-2018 has been withheld pending resolution of this dispute. Once the parties execute a third amendment to the Settlement Agreement and report such resolution to the auditor, it will be released.

Recommendation:

I recommend that the Council and GUSA approve and authorize the Mayor/Chairman of the Board to execute the attached Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

THIRD AMENDMENT TO THE
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Third Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Agreement of Compromise, Settlement and Release executed by the Parties in May, 2015, (the "Agreement").

WHEREAS, the Agreement provided in pertinent part, in Section 5 ("Definitions") as follows: "Meter Connection Fee" shall mean the one-time fee to be paid by Glenpool to Creek-2 with respect to the installation/connection by Glenpool of new water meter connections within the Permissive Area as further provided in Section 6(c) of this Agreement."

WHEREAS, the Agreement provided in pertinent part, in Section 6(c) as follows: "Glenpool shall pay to Creek-2 a one-time Meter Connection Fee for each new metered connection added by Glenpool (or added by any agent, assignee, successor in interest or contractor for Glenpool) on and after the Effective Date within the Permissive Area..."

WHEREAS, an issue has arisen by and among the Parties, as to whether a metered connection made to a Hydrant is a "new metered connection" contemplated by the Agreement for which Glenpool is responsible for paying a one-time Meter Connection Fee. For purposes of this Amendment, "Hydrant" is defined to include any fire hydrant owned and/or operated by Glenpool for the purpose of providing fire protection/fire flow to residents of the City or for the City's own use, specifically within the Permissive Area (as the term Permissive Area is defined in the Agreement) which is utilized for the delivery of water to any third party (with or without compensation being paid to Glenpool for such delivery of water to any third party).

WHEREAS, the Parties desire for this Third Amendment to resolve all doubt and uncertainty as to when and under what circumstances a metered connection to a Hydrant shall result in an obligation for Glenpool to pay a one-time Meter Connection Fee.

NOW, THEREFORE, in consideration of the Parties' entering into this Agreement, the Parties do hereby acknowledge and expressly agree as follows:

1. The recitals (Whereas clauses) above are incorporated into this Third Amendment and made a part hereof, as if fully restated below.
2. In the event that (a) Glenpool permits any third party to connect to any particular Hydrant within the Permissive Area for any length of time, for the purpose of any third party receiving the delivery of water in any volume under any conditions or circumstances, and for any use of said water including but not limited to water for construction, vegetation watering, irrigation, washing, rinsing, oil/gas drilling/fracking, wholesale of water, re-sale of water or for any other

purpose or use of any nature, and (b) such connection as recited in 2(a) above occurs (by the same third party or any different third party) five (5) or more times in any fiscal year (July 1 of any year through June 30 of the next), then in that event, Glenpool agrees that it is responsible to and shall pay a one-time Meter Connection Fee relative to said particular Hydrant to which the five (5) or more connections were made, within 30 days following the fifth (5th) connection. Creek-2 agrees that, subsequent to the fifth (5th) such connection as recited in 2(a) above, and payment by Glenpool of the one-time Meter Connection Fee as recited in 2(b) above, Glenpool shall have entirely fulfilled its obligation with respect to the payment of a Meter Connection Fee relative to said particular Hydrant and shall never thereafter be responsible for a Meter Connection Fee relative to said particular Hydrant. The issuance by Glenpool of any metering device to any third party for the purpose of connection to an identified Hydrant shall be deemed the commencement of a single connection; and return of the same metering device shall be deemed the termination of a single connection for purposes of this section 2 of this Agreement, without regard to whether such third party may detach and reattach such metering device during the term of the permitted use and regardless how brief or long the term of permitted use may be.

3. The Parties agree that any water delivered to any third party under any circumstances from a Hydrant within the Permissive Area is subject to Section 6(d) of the Agreement (payment of Royalty) regardless of how few or how many times a connection is made to the Hydrant during the same fiscal year, or any other time period, throughout the term of the Agreement.

4. Glenpool agrees that it shall maintain accurate records regarding the use of Hydrants within the Permissive Area as defined and described above, which shall consist of not less than: (a) the name and address of each person or entity making use of a Hydrant for the purpose of receiving the delivery of water, (b) the specific location and other identifying information of the Hydrant used for the delivery of water to any third party sufficient for Creek-2 and/or the auditor to locate and identify the Hydrant, (c) the date on which the metering device is issued, which shall, in accordance with section 2 of this Amendment, be deemed the date of a connection to a Hydrant in the Permissive Area, (d) the date on which the metering device is returned which shall, in accordance with section 2 of this Amendment, be deemed the date on which connection to the same Hydrant was terminated, and (e) identification of the specific metering device (by serial number or other identifying mark) used relative to measuring the flow of water delivered to any third party. Glenpool further agrees to provide such records described in this Section 4, to the auditor selected by the Parties with a copy to Creek-2 upon request of the auditor.

5. In all other respects, the Agreement and the First and Second Amendments to the Agreement shall remain in full force and effect and unmodified by this Third Amendment.

6. This Third Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

7. This Third Amendment is further conditioned upon approval or non-objection by Creek-2's lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

[Signatures Follow On The Next Page]

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____
Printed Name: Harvey Morris
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Printed Name: Timothy Lee Fox
Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Printed Name: Timothy Lee Fox
Position: Chairman of the Board of Trustees



To: Mayor and Council

From: David Tillotson, City Manager

Date: November 27, 2018

Re: OneVoice Agenda Endorsement

Background:

Annually, the Tulsa Regional Chamber works with its members to craft a legislative agenda for the upcoming year. This year both Susan and I worked with several OneVoice task forces on the plan and believe municipalities have been able to include several issues that would be beneficial in the agenda, two of which I will discuss briefly. The first is the continued call for municipal revenue diversification. As the Council is aware, municipalities in Oklahoma are the only state in the country that are forced to fund their operations through a single tax source, sales tax. The task force members I served with believe this issue is extremely important to strengthening local governments and improving the state's economic bedrock. The second item on the legislative agenda that would be beneficial to Glenpool specifically is the widening of Highway 75. Given the number of vehicles that travel through our city daily on Hwy 75 (approx. 47,000) any widening project would likely be beneficial for the City. There are several other items on the OneVoice agenda, some of which don't affect the City in any significant way, while others would. I have highlighted two of those that I consider important to our long-term prosperity and growth.

Staff Recommendation:

Staff recommends endorsement of the Tulsa Regional Chamber's OneVoice Legislative Agenda.

Attachments:

- OneVoice Legislative Agenda

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2019 Regional Legislative Agenda

State Priorities

EDUCATED AND HEALTHY WORKFORCE

Address the Teacher Shortage

Improve the ability of Oklahoma's Pre-K-12 public schools to attract, retain and return effective career teachers through policies designed to increase the state's pool of qualified teachers and improve teachers' job satisfaction. This should include:

- a) Incentives, such as tax breaks and student loan forgiveness, and regionally-competitive salaries to establish teaching as a desirable profession;
- b) Mandate and fund additional instructional professionals and staff support for teachers in classrooms, such as paraprofessional educators;
- c) Incentive pay for special education teachers and teachers in high-need districts;
- d) Incentivizing education for aspiring teachers through higher education programs, emphasizing STEM (science, technology, engineering and math) educators;
- e) Supporting professional development through state and local services;
- f) Reduce class sizes, and;
- g) Improving classroom resources and supplies.

Oklahoma's ability to fill its growing teacher shortage with quality, effective teachers is crucial to the postsecondary and career success of Oklahoma students and the sustainability of the state's workforce.

Broaden and Protect Health Coverage

Broaden and protect health care coverage by capturing all available state and federal funds for the Oklahoma Health Care Authority.

Comprehensive Education Funding Plan

Support a comprehensive multi-year plan to meet current and future workforce needs by investing in the state's public education systems and establishing Oklahoma as a national leader in early childhood, K-12, CareerTech and higher education. This should include competitive per-pupil funding and multi-year, dedicated, sustainable revenue. This would allow educational institutions to innovate and plan for the future.

Fund Behavioral Health Services

Prioritize funding for the Oklahoma Department of Mental Health and Substance Abuse Services to restore recently-cut services and allow for new innovations in prevention, treatment and services. Such investments will increase business' access to healthy workers, boost employee productivity, improve student and youth outcomes, save money in the criminal justice system and enable more Oklahomans to contribute meaningfully to the economy.



2019 Regional Legislative Agenda

Medical Education Funding

Maintain physician training funding for the state's two largest medical schools in the base budgets of the Oklahoma Health Care Authority or university medical authorities. Without state support of at least \$62 million annually, the loss of federal Medicaid funds would threaten the core activities of the University of Oklahoma Health Sciences Center and the Oklahoma State University Center for Health Sciences. These institutions are critical to health of Oklahomans. In addition to providing care to one third of the state's Medicaid patients, they drive economic development and serve as the state's primary physician-training engines.

Restore College & University Funding

Restore funding for higher education to make salaries competitive for faculty and staff, support college completion efforts, and keep tuition affordable for students and families. Higher education has absorbed the majority of overall state budget cuts in recent years, and Oklahoma ranks as the nation's highest for per-pupil cuts to higher education since 2008. This has resulted in layoffs, fewer courses and degree programs, larger class sizes and increasingly non-competitive pay for faculty and staff.

BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

Eliminate Exemptions to 811 One Call Program

Support the elimination of all exemptions to Oklahoma's One Call Program (Call 811 Before You Dig). Eliminating the exemptions to the One Call Program strongly promotes pipeline and underground utility safety. In previous years, the legislature removed the exemption for cities and counties. However, railroads, certain agencies and other stakeholders utilizing mechanized excavation equipment and other digging devices are still exempt from contacting the One Call program before they dig. Exemptions from the One Call program contribute to underground utilities incidents, threatening the safety and welfare of our fellow Oklahomans. This is especially important for the safety of the workers who are excavating without prior knowledge of what is below the ground.

Support Critically Needed Transportation Funding

Continue to improve our roads, bridges and return our streets and highways to a state of good repair by fully funding the Oklahoma Department of Transportation's Eight Year Plan and the County Improvement for Roads and Bridges Five Year Plan. Prioritize restoring all statutory allocated fuel tax revenue and motor vehicle fees to transportation projects including state highways, city and county roads and bridges, and public transit. Regional high-priority projects which can only be addressed through adequate funding include: widening of I-44 from I-244 east to the Will Rogers Turnpike; widening I-44 from the Arkansas River west to I-244 (Red Fork Expressway); expansion of U.S. 169 to six lanes north to State Highway 20; construction of a four-lane Port Road on Highway 266 from U.S. 169 to the Port of Catoosa, and from the Port of Catoosa to I-44; expansion of US-75 to six lanes from State Highway 11 to State Highway 67; State Highway 20 bypass in Claremore; and high capacity expressway to expressway interchanges between I-44, US-169 and SH51.



2019 Regional Legislative Agenda

Support Regional Water Policy

Show strong support for appropriate water conservation practices, incentives, and educational programs to moderate statewide water usage while preserving Oklahoma's population growth and economic development goals. Additionally, support legislation regarding Oklahoma's water law and regulations that ensure a balance among commercial, residential, recreational and agricultural interests. Oklahomans have made significant investments in reliance on existing supply agreements, and the state should continue upholding the principle that its abundant water supplies—both surface and groundwater—are to be efficiently developed, used, reused, conserved, and enjoyed. This will guarantee future availability and financial sustainability for ratepayers, municipalities and rural water districts.

ENSURING A PROSPEROUS ECONOMY

Criminal Justice Reform

Strengthen alternatives to incarceration and support reforms in sentencing, reentry and rehabilitation that safely reduce the prison population and enable nonviolent offenders to reenter the workforce. This should include investments in treatment and early-diversion efforts for individuals suffering from mental illness and addiction, as well as structural changes in the criminal justice system. Fully implementing recommendations such as those proposed by the Oklahoma Justice Reform Task Force is necessary to reduce the state's prison population. These smart-on-crime reforms would improve community safety, reduce recidivism, lessen the burden on prisons and safety net programs and enable more ex-offenders to contribute meaningfully to Oklahoma's economy.

Economic Incentives

Support tax credits, exemptions and incentives that provide an economic return to the state of Oklahoma, maintain competitiveness in business attraction and retention, and increase capital investment. Several programs proposed for review by the Oklahoma Incentive Evaluation Commission are critical to the state's competitiveness and should be protected, including the Historic Rehabilitation Tax Credit, all Quality Jobs programs, the Quality Events Program, the Film Enhancement Rebate, the Automotive Engineering Tax Credit, Small Business Incubator Tenant Credit and the Oklahoma Seed Capital Fund.

Fund OCAST (Oklahoma Center for the Advancement of Science and Technology)

Increase OCAST's annual budget to fund more approved projects and capture additional matching funds from the private sector. With 85 approved but unfunded OCAST projects in 2018, \$312 million in potential public-private investment was left on the table for growing and diversifying Oklahoma's economy and building the tax base. OCAST funding assists Oklahoma in four vital areas: (1) research and development funding for businesses & universities, (2) two- and four-year college internship opportunities, (3) manufacturing support, and (4) early-stage funding for start-up businesses.



2019 Regional Legislative Agenda

Municipal Funding Diversification

Support legislation that removes barriers to allow municipalities to reduce costs, operate efficiently, and diversify sources of revenue available to municipalities for operating revenue. Key initiatives include diversifying revenue for funding public safety agencies, streets, and other infrastructure improvements; and preserving and strengthening cities' authority to promote economic development activities within their borders.

Self-Determination in Facility Firearm Policies

While supporting the rights granted by the Second Amendment, protect the current law giving venue owners, event operators, and recreational facilities the authority to control firearm policies on property they manage. Removing this control would endanger Oklahoma's ability to attract events that bring thousands of visitors and millions of dollars into our economy each year. Many events—especially in youth and collegiate sports—have non-negotiable firearm policies and removing the controls under current law would limit facility operators' ability to ensure the safety of their events, increase the cost of providing security, could subject them to additional liability, and would lose that state hundreds of millions of dollars.

Startup, Early-Stage & Small Business Incentives

Improve state incentives for high-growth startup, early-stage and small companies through new rebates or credits, or amended existing programs. This could include increasing access to the Small Employer Quality Jobs Program by easing the program's unattainable out-of-state sales requirement. State incentives should support a continuum of growth for companies from inception to established small business.



2019 Regional Legislative Agenda

Federal Priorities

EDUCATED AND HEALTHY WORKFORCE

AmeriCorps funding

Fully fund and enhance the Corporation for National and Community Service, which supports local schools and nonprofit organizations with vital resources and manpower through AmeriCorps programs. Each year, these programs leverage \$35 million in federal and local funding to deploy approximately 1,000 AmeriCorps members in over 50 school districts and 100 nonprofits in Oklahoma to supplement school services and provide unique educational experiences to local children.

Federal Health Care Reform

Refrain from changes to the structure and financing of Medicaid that would increase Oklahoma's uninsured rate and would transfer federal risk and costs to Oklahoma taxpayers. However, remain open to innovations that decrease employer-sponsored and individual health insurance costs. As the largest private employment sector in Oklahoma, health care and social assistance services make up hundreds of thousands of jobs, with Medicaid alone serving more than one million Oklahomans — two in three of whom are children — every year.

Middle-Skill Job Training

Support efforts to meet industry needs for skilled workers in jobs that require training beyond high school but not a four-year higher education degree. This should include funding the Workforce Innovation and Opportunity Act at the level recommended by Congress as reauthorized in 2014, and increasing funding for the Work Opportunity Tax Credit (WOTC) while expanding this program's support to include apprenticeships and other work-based learning. In addition, reduce barriers for hiring veterans under the WOTC.

Protect Federal Nutrition Programs

Maintain the structure, financing and eligibility criteria of federal nutrition programs under the USDA, which benefit Oklahomans' health, family stability and educational attainment. The Child and Adult Care Food Program; Free and Reduced School Breakfast and Lunch (including the Community Eligibility Provision); the Summer Food Service Program; Supplemental Nutrition Assistance Program (SNAP); and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); are all critical tools for combating food insecurity and preventing chronic disease, obesity, delayed early childhood development, absenteeism in schools, school behavioral issues, and lower academic achievement.

Reform Federal Financial Aid

Support the reform of federal financial aid eligibility to improve access to higher education for all Americans. This should include:

- a) Increasing funding for the Pell Grant program and oppose attempts to cap per-student grants;
- b) Improve FAFSA outreach and education;



2019 Regional Legislative Agenda

- c) Allow short-term, industry-driven training programs to qualify for federal financial aid;
- d) Expand student loan forgiveness programs, particularly for graduates in high-demand occupations with workforce shortages; and,

Simplify and streamline the financial aid application process.

Support Pell Eligibility for Short-Term, Industry-Driven Training

Expand Pell Grant eligibility to short-term, industry-driven training at higher education and vocational-technical clock-hour institutions. Pell Grant eligibility is currently limited to programs covering 16 credit hours or 600 clock hours. This restriction was established before shorter-term credentials were as imperative for industry as they are today. Removing this restriction would help to build a much-needed worker pipeline for Oklahoma's companies. However, current Pell funding for students in postsecondary programs should be protected. In addition, continue support and recommend permanently reinstating Second Chance Pell funding.

BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

Arkansas River Corridor Development

Support efforts to expedite the implementation of the Arkansas River Corridor Project for river infrastructure improvements. Allow federal match credit to be accrued for state and local expenditures in order to advance construction activity while preserving the Tulsa region's access to future federal funding for this federally authorized project.

McClellan-Kerr Arkansas River Navigation System

Increase Congressional appropriations to address the approximate \$153 million in maintenance backlog of MKARNS—\$139 million of which is deemed critical—potentially leading to a shutdown of the waterway over the next five years. Also address the White River Entrance Channel Cut-off problem caused by the tendency of the White and Arkansas Rivers to merge together during flooding. Failure to correct this issue will lead to a loss of navigation on the entire system. Finally, provide the necessary appropriations to deepen the MKARNS to its 12-foot authorized depth, thereby increasing barge productivity by 30 percent. Ensure any federal comprehensive infrastructure package includes funding for this issue.

Tulsa's Levee System

Continue to support addressing the critical infrastructure needs with Tulsa's aging levee system, which the Corps of Engineers has designated as one of the five percent highest-risk levee systems in the country. Through emergency legislation, Congress appropriated \$3 million for the Corps to develop a plan for addressing the structural deficiencies, but securing funding for the project itself should remain a top priority. If one levee fails, it would be catastrophic for homeowners, two nationally strategic oil refineries, multiple industries currently protected by the system, and have devastating environmental impacts for our region. Ensure any federal comprehensive infrastructure package includes funding for this issue.

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2019 Regional Legislative Agenda

ENSURING A PROSPEROUS ECONOMY

Eliminate Barriers to Greater Use of Natural Gas

Support measures to reduce or eliminate barriers to greater use of American-produced natural gas, including CNG, LNG, GTL and NGLs. Oklahoma is the third-largest producer of natural gas in the United States, and the Department of Energy should facilitate full development of this resource to strengthen the country's national security, economic outlook and geopolitical position in the world. DOE action on this initiative has the potential to significantly increase the Tulsa region's job creation in the production and manufacturing sectors.

Federal Criminal Justice Reform

Reform national criminal justice systems to emphasize rehabilitation and restorative justice. Restore full funding for the Second Chance Act, reinstate funding for the Justice Reinvestment Initiative and continue to support sustained funding for the Mentally Ill Offender Treatment and Crime Reduction Act. In addition, support evidence-based reforms such as removing mandatory minimum sentences, instituting risk-and-needs assessments, and improving prison-based rehabilitation programs. Smart crime reforms will ease workforce shortages, save taxpayer money, improve public safety and lead to better pathways for ex-offenders to contribute meaningfully to their local economies.

Federal Historic Tax Credits

Maintain federal Historic Rehabilitation Tax Credits for the restoration of historic buildings. These credits have for 30 years been an important catalyst for incentivizing private investment to preserve the nation's historically significant buildings and revitalize the historic cores of American cities. The existing 20 percent income tax credit for certified historic structures and 10 percent credit for certain noncertified historic structures should be preserved. Additionally, support the School Infrastructure Modernization Act, which expands the tax credit to include historic school buildings that still operate as an educational institution.

Maintain Funding for EPA Brownfields Program

Encourage Congress to maintain, or even increase, current funding levels for the EPA's Brownfields Program. Federal funding for rehabilitating brownfields sites is vital for Oklahoma's communities to address core environmental challenges, and reopen land for successful economic development and growth.

Small employer health care concerns

Minimize the regulatory burden on small and medium employers under the Affordable Care Act and support efforts to reduce these employers' cost of providing health care. This should include reducing legal and administrative barriers to the creation of association health plans, such as those once housed by chambers of commerce; making permanent the repeal of the Health Insurance Tax; and exploring ways to avoid applying large-employer health insurance requirements to small-scale owners who operate separate small businesses in good faith.



2019 Regional Legislative Agenda

Support Funding for Critical Economic Development Programs

Strongly support (or oppose efforts to cut) targeted economic development funding for programs that have proven to be effective and beneficial to the Tulsa Region. These include the Economic Development Administration (EDA) grants for infrastructure and planning and the Manufacturing Extension Partnership (MEP), a program under the U.S. Department of Commerce's National Institute of Standards and Technology. MEP partners with the Oklahoma Manufacturing Alliance (OMA) to help small and medium-sized manufacturers create and retain jobs, improve overall business resilience and increase bottom line performance. The program returns \$65 for each \$1 invested in new sales for Oklahoma manufacturers, and OMA ranks in the top three MEP centers in the United States. Assure OMA funding remains at current levels or higher in its partnership with MEP.



To: Mayor and Council

From: David Tillotson, City Manager 

Date: November 27, 2018

Re: ICSC RECON

Background:

The City has attended the ICSC RECON conference for the past several years. This event has allowed us to visit with specific retailers, developers and brokers to increase our economic development prospects. The event next year is being held May 19-22, 2019. The early bird registration rate would save us \$50.00 per registration over the advance rate, but it expires December 7th. This item is on the agenda to allow Council to determine which, if any, Council members will be attending the conference. Costs for the conference are \$610 per person prior to December 7th for registration plus hotel and meals.

Staff Recommendation:

Staff is not making a recommendation on this item.

Attachments:

- None



MEMORANDUM

DATE: DECEMBER 3, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

**RE: REQUEST FOR APPROVAL AND ACCEPTANCE OF CONTRACT BID FOR
SENIOR CITIZEN ACTIVITIES BUILDING IMPROVEMENT PROJECT**

BACKGROUND

This item is for City Council consideration and action regarding the review of the attached Bid Recommendation and associated Bid Tabulation listing the construction contract bids received November 5, 2018 covering improvements proposed for the Senior Citizen Activities Building in Black Gold Park. The basic improvement package covers the complete renovation of the existing kitchen and storage pantry, the installation of LED ceiling lighting throughout the building, and installing an ADA compliant exterior door actuator per the attached bid packages received from two local construction companies.

The improvements included in this project have been approved for funding through the 2018 Tulsa County Community Development Block Grant (CDBG) program managed by INCOG. The attached Contract Agreement was approved between the City of Glenpool and Tulsa County in September of 2018 and was based on a total estimated project cost of \$119,600. The contract specifies a maximum of \$115,351.50 will be paid by the Block Grant Program and the balance of the project cost - including Design Consultant fees, will be paid by the City. The construction and contract bid documents prepared by Helms & Associates Architects as the City's design consultant, were advertised and publicly bid accordingly. Bids for the project were received and publicly read on November 5, 2018. The attached Project Bid Tabulation lists the Contractors that submitted bids and the total bid price from each responder. As noted, 357, Inc, dba RECO Enterprises, is the low Bidder on the project with a total project price of \$114,875.00. The bid was submitted with the required Bid Bond covering 5% of the total bid amount and lists a sixty (60) day construction duration. Should the Council approve and accept the bid from RECO Enterprises, the City's portion of the total project cost will be \$4,500.00 associated with the architectural design covering the proposed improvements contracted with Helms & Associates Architects. Such design fee amount is to be funded from the FY 2018/2019 annual budget under item 01-6-14-6275 as was previously approved by Council on September 17, 2018.

STAFF RECOMMENDATION

Staff recommends approval of the Contract Bid received from 357, Inc. dba RECO Enterprises; approval of the Notice of Contract Award; approval to enter into a construction Contract Agreement with this firm for a total amount not to exceed the contract bid price of \$114,875.00; and authorization be given to the City Manager to execute said Notice of Contract Award and the associated Contract Agreement accordingly.

Attachments:

Bid Recommendation
Project Bid Tabulation
Notice of Contract Award
Contract for Public Improvements – CDBG Program
Contract Bids



November 7, 2018

City of Glenpool
Mr. Lynn Burrow
Director of Community Development
12205 S. Yukon
Glenpool, Oklahoma 74030

Re: Bid Recommendation for
City of Glenpool Senior Citizens Activity Center Renovation Project

Dear Mr. Burrow,

At 10:00 a.m. on Monday, November 5, 2018, Bids were received and read aloud for the City of Glenpool Senior Citizens Activity Center Renovation Project. Two Bids were received, publicly opened and read aloud. A Bid Tabulation is attached for your use along with the Bid Opening Sign-In Sheet.

The Lowest Responsible Base Bid was submitted by 357, Inc. dba RECO Enterprises, in the amount of \$114,875.00. The Architect's Estimate for the project was \$119,600.00. The original budget for the project was \$102,504.00. An additional \$13,000.00 in Grant Funds became available after the Grant was awarded bringing the total amount to \$115,351.50.

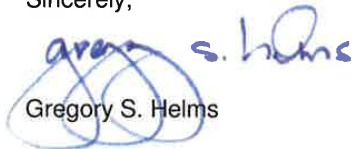
Our office has worked with RECO Enterprises on many projects, including other Senior Citizens Center renovations. They have always performed the work on time and in a professional manner.

Based upon the approved budget, it is my recommendation that the project be awarded to 357, Inc. dba RECO Enterprises in the amount of \$114,875.00.

Calendar Days were included as part of the Bid. The number of Calendar Days submitted by RECO Enterprises is 60. If Award of the Contract is approved by Glenpool City Council, it is anticipated that construction would begin January 7, 2019 so the existing facility is usable during the 2018 Holiday season.

Should you have any questions regarding this recommendation, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Helms". The signature is stylized with a large, circular flourish around the first part of the name.

Gregory S. Helms

Attachments: Bid Tabulation Sheet
Bid Opening Sign-In Sheet

GSHELMS & Associates, LLC 424 East Main Street Jenks, OK 74037 918.298.7257 www.gshelms.com

CITY OF GLENPOOL
SENIOR CITIZENS ACTIVITY CENTER RENOVATION PROJECT
95 WEST 145th STREET

BID TABULATION

NOVEMBER 5, 2018

10:00 A.M.

BIDDER		MAGNUM CONSTRUCTION	RECO ENTERPRISES		ARCHITECT'S ESTIMATE	
BASE BID		\$138,000.00	\$114,875.00		\$119,600.00	
ACKNOWLEDGE ADDENDUM 1		X	X			
BID SECURITY		X	X			
SAM SYSTEM REGISTRATION CERTIFICATION		X	X			
BUSINESS RELATIONSHIP AFFIDAVIT		X	X			
NON-COLLUSION AFFIDAVIT		X	X			
PAYROLL AFFIDAVIT		X	X			
CALENDAR DAYS TO COMPLETE		\$75.00	\$60.00			

GSHELMS AND ASSOCIATES, LLC



BID OPENING SIGN-IN

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th St.
Glenpool, OK 74033

LOCATION: City of Glenpool
Community Development Department
12205 S. Yukon Ave.
Glenpool, OK 74033

DATE & TIME: 11.05.18 @ 10:00 am

NAME	COMPANY	PHONE
<u>CREG HELMS</u>	<u>GSHELMS</u>	<u>918-298-7257</u>
<u>John Staires</u>	<u>CITY OF GLENPOOL</u>	<u>918-640-7656</u>
<u>LYNN BURROW</u>	<u>CITY OF GLENPOOL</u>	<u>918-209-4613</u>
<u>Kim Adams</u>	<u>Reco Enterprise</u>	<u>918-665-4244</u>
<u>STEVE BOETCHER</u>	<u>INCOG</u>	<u>918-579-9453</u>
<u>Pam Desichswelter</u>	<u>Magnum Const</u>	<u>918-251-8667</u>

NOTICE OF CONTRACT AWARD

TO: 357, Inc. dba RECO Enterprises
7033 E. 40th St.
Tulsa, OK 74145

CDBG Contract No. 246096

Project Description: City of Glenpool Senior Citizens Activity Center Renovation

Phone#: 918 – 665 - 4244

Duns #: _____

Wage Rate Dec. # OK180053

FEI #: _____

Mod # _____ Date December 4, 2018

A. Acceptance of Bid:

The Owner has considered the Bid submitted by you for the described work in response to the Advertisement for Bids dated October 15 and October 22, 2018 and in the Information for Bidders, and opened on November 5, 2018. You are hereby notified that your Bid has been accepted for bid items in the amount of \$ 114,857.00. If you fail to execute said agreement and furnish any applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or other Bid security. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 4th Day of December, 2018.

Owner: The City of Glenpool, Oklahoma

By: _____

Typed Name & Title: Mr. David Tillotson, City Manager

B. Contractor Eligibility

Receipt of this Notice of Contract Award is hereby acknowledged by _____ this _____ day of December, 2018, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: _____ Title: _____ Date: _____

(<https://www.sam.gov/portal/public/SAM>)

C. Contractor Information:

1. Type of Trade: ☒ Construction
☐ Other Service (_____)
2. Business Ownership: _____ Black or African Americans; _____ Asians,
Hispanics, or Latinos; _____ American Indian or Alaskan Natives; _____ Native
Hawaiian or Other Pacific Islanders; _____ Whites
3. Minority/Women Owned Business: Yes _____ No _____
4. Section 3 Contractor: Yes _____ No ☒

NOTICE OF AWARD INSTRUCTIONS

Section A. Contractor Information: Enter the name, address and phone number of the construction Contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.

Section B. Acceptance of Bid: Enter the date of the Bid opening and the amount of the Contractor's Bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.

Section C. Contractor Eligibility: The construction Contractor must complete this Section with the company's name and date of his or her receipt of the Award. The construction Contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the Contractor's eligibility on the worldwide web at <https://www.sam.gov/portal/public/SAM>

Section D: Contractor Information:

1. Type of Trade: Check beside appropriate trade for Contractor.
2. Business Ownership: Check beside the appropriate race/ethnicity of the Contractor.
3. Check yes or no for minority or women-owned business. (A minority or women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
4. Section 3 Contractor: Contracts of more than \$100,000 require the construction Contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the Contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such Contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

CONTRACT

This Contract, is made and entered into by and between 357, Inc. dba RECO Enterprises as Party of the First Part, hereinafter designated as Contractor, and the City of Glenpool as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and best Bidder for:

City of Glenpool – Senior Citizens Activity Center Renovation Project

Tulsa County 2018 CDBG

for the total bid price, as accepted, of: One Hundred Fourteen Thousand Eight Hundred Seventy-Five Dollars (\$ 114,875.00) ;

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the offices of The Glenpool Community Development Director, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within ten (10) days from the date identified on the Notice to Proceed and perform the same vigorously and continuously and complete the same within Sixty (60 Calendar Days) .

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's Bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in his Bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this Contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the City of Glenpool Community Development Director, are hereby referred to and, by reference thereto, are made a part of this Contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the Fourth day of December , 2018

CONTRACTOR

357, Inc dba RECO Enterprises

By: _____

Mr. Michael L. Rogers, President

Typed Name & Title

ATTEST:

SEAL

By: _____

Typed Name & Title

OWNER

The City of Glenpool

By: _____

Mr. David Tillotson, City Manager

Typed Name & Title

ATTEST:

SEAL

By: _____

Typed Name & Title

APPROVED

Contract For Public Improvements OCT 01 2018
For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this 1st day of October, 2018 by and between Tulsa County ("COUNTY"), and the City of Glenpool ("CITY").

This Contract shall be in effect the 1st day of July, 2018 and shall be in effect through the 30th day of June, 2019. 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 2017-2019; 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 FY 2018 Tulsa County CDBG Urban County funds (B-18-UC-40-0001) for the purpose of public improvements;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the oversight of the renovation of the Glenpool Senior Citizens Center that includes conversion of the kitchen to a full commercial grade and standard for food preparation with new cabinets, storage, plumbing fixtures, flooring, and commercial grade appliances. In addition, new energy efficient LED lighting will be installed throughout the entire building. These renovations and upgrades are in order to serve the users of the Senior Citizens Center and to meet the objectives of the Community Development Block Grant Program in accordance with the terms and conditions as set forth herein.

216096

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.

II. Budget

The City shall be allocated \$115,351.50 from Fiscal Year 2018 Tulsa County CDBG Urban County funds.

- a. No property or non-permanent fixtures shall be purchased with CDBG 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 & Fifteen Thousand, Three Hundred & Fifty-one Dollars and Fifty Cents (\$115,351.50) 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 agreement 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 agreement. 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 agreement, 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 these

services hereunder. The City further covenants that in the performance of this agreement 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 there with 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 CFR24 Part 200 requirements, where applicable. The OMB circulars are 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 OMB circular A-133 requirements and have a Single Audit conducted. This OMB circular is hereby made a part of this contract. The City shall provide a copy of its A-133 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, Subpart 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 , Mayor

ATTEST:


City Clerk

Approved:


City Attorney

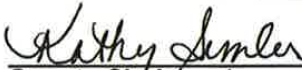
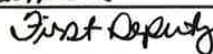


Tulsa County Board of Commissioners

By  Chair

ATTEST:

MICHAEL WILLIS, Tulsa County Clerk


County Clerk  First Deputy



Approved:

 9-25-13
Asst. District Attorney

BID PROPOSAL

The Contract Proposal of 357 Inc. dba Reno Enterprises (hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma doing business as is hereby issued to the City of Glenpool, Oklahoma (hereinafter called "Owner"). This date November 5, 2018.

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all WORK generally consisting of: Various remodel and retro-fit work elements associated with the City of Glenpool Community and Senior Citizen Activities Building located at 95 West 145th Street in Black Gold Park, Glenpool, Oklahoma. The project includes the provision of all materials, equipment, and labor necessary to fully complete the renovation of interior lighting, kitchen cabinets and equipment, in accordance with the Contract Documents, within the time set forth therein, and at the total price stated below:

Total Project Bid Price: (BASE BID)

*Lump Sum Total in Words: One Hundred fourteen thousand
Eight Hundred Seventy five & 00/100 Dollars

*Total Bid Price: \$ 114,875.00

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

The Bidder hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project within:

60 consecutive calendar days from the date of the Notice-to-Proceed (BASE BID);

No Bidder may withdraw a Bid within 60 days after the actual opening thereof.

Bidder acknowledges receipt of the following ADDENDA:

#1 dated 10/29/18

Bidder agrees to perform all the WORK described in the Contract Documents for the individual lump sums listed for each specified project and for the total lump sum of all projects as specified in the attached Bid Schedule and as stated above.

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

Bid Submitted By: (Bidder)

357 Inc. dba Reco Enterprises

Company Name

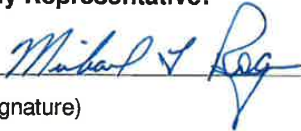
11033 E 40th St

Tulsa, OK 74145

Derrick Stevenson - 918-695-9461

Address & Contact Information

Company Representative:



Name (Signature)

Michael L. Rogers

Name (Print)

As: President

(Title)

Attest:



By:

(Signature)

Terry Stevens

As:

Corp. Secretary

(Title)

BID SCHEDULE

**2018 CDBG Grant Funded Renovation Project City of Glenpool Public
Senior Citizen Activities Building**

Black Gold Park

Date: October 15, 2018

Item No.	1	Work Description
-----------------	----------	-------------------------

- | | |
|----|--|
| 1. | Provide all materials, equipment, and labor necessary to perform work identified in Project Construction Specifications and Project Construction Drawings. |
|----|--|

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)

) ss.

COUNTY OF Tulsa)

Mr. Michael L. Rogers, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(if none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Michael L. Rogers
Affiant

Subscribed and sworn to before me this 5th day of November, 2018.

Kimberly Adams
Notary Public

My Commission Expires: 1/11/2020

NOTE: This form is to be submitted with the Bid.



NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Tulsa) ss.

357 Inc. dba RecEnterprises, of lawful age,
being first duly sworn upon oath, states that he, or she, is the agent authorized by the Bidder to
submit the attached Bid. Affiant further states that the Bidder has not been a party to any
collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price
or to refrain from bidding or with any State official or employee as to quantity, quality, or price in the
prospective contract or any other terms of said prospective contract or in any discussions
between Bidders and any State official concerning exchange of money or other thing of value
for special consideration in the letting of a contract.

Michael L. Rogers
Affiant Michael L. Rogers, President
Subscribed and sworn to before me this 5th day of November, 2018.

Kimberly Adams
Notary Public

My Commission Expires: 1/11/2022



NOTE: This form is to be submitted with the Bid

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF Tulsa

)
)
)

ss.

357 Inc. dba Reo Enterprises

, of lawful age,

being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, §196.9a(b), as amended.

Michael P. Reg
Affiant

Subscribed and sworn to before me this 5th day of November, 2018.



Kimberly Adams
Notary Public

My Commission Expires:

11/11/2022

NOTE: This form is to be submitted with the bid.

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, 357, Inc. dba RECO Enterprises, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Glenpool, as Obligee, in the sum of Five Percent of Bid Amount Dollars (\$5% of Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Glenpool Senior Center Renovations ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 31st day of October, 2018.

357, Inc. dba RECO Enterprises
(Principal)

By: Michael L. Rogers
Michael L. Rogers, President

Travelers Casualty and Surety Company of America

By: Heather Bryson
Heather Bryson, Attorney-in-Fact

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER R. BRYSON** of **BROKEN ARROW Oklahoma**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

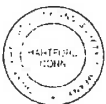
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31 day of October, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



SAM System Registration Certification

I hereby certify that 357 Inc. dba Reco Enterprises is/has
(Company name)

☒ Currently in the SAM.gov. system

☐ Completed registration in SAM.gov system (attach e-mail registration verification)

Signed

Michael L. Rogers
(Name and Title) Michael L. Rogers, President

Date

November 5, 2018

SECTION 3 PLAN

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid (Revised 1/1/97)

Bid Submitted from: 357 Inc. dba Glenpool SR. CTR
Rem Enterprises For: Activities Renovation 11/3/18
Name of Business: Project Being Bid Date

What is Section 3?: Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and business in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to requirements *Covered prime contractors and subcontractors are required to show a good faith effort to

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is 0.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site. () Other.
- C. The total number of my current employees I intend to use on this project is 2.
The number of these who would be considered Section 3 Residents is 0.
- D. The total number of *trainees* I intend to use on this project is 0. The number of these trainees that would be considered lower income project area residents is 0.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award 2 contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ 73,035.00.
- C. Of these 0 contracts

will be awarded to 0 Section 3 Businesses.

D. The total estimated dollar value of contracts to Section 3 Businesses is \$ 0

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.

Michael L. Rogers 11/5/18
Signature (Prime Contractor or Subcontractor) Date
Michael L. Rogers, President

BID PROPOSAL

The Contract Proposal of Magnum Construction, Inc (hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma doing business as is hereby issued to the City of Glenpool, Oklahoma (hereinafter called "Owner"). This date November 5, 2018.

In compliance with the Advertisement for Bids, Bidder hereby proposes to perform all WORK generally consisting of: Various remodel and retro-fit work elements associated with the City of Glenpool Community and Senior Citizen Activities Building located at 95 West 145th Street in Black Gold Park, Glenpool, Oklahoma. The project includes the provision of all materials, equipment, and labor necessary to fully complete the renovation of interior lighting, kitchen cabinets and equipment, in accordance with the Contract Documents, within the time set forth therein, and at the total price stated below:

Total Project Bid Price: (BASE BID)

*Lump Sum Total in Words: One hundred thirty eight
Thousand + 00/100

*Total Bid Price: \$ 138,000⁰⁰

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

The Bidder hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project within:

75 consecutive calendar days from the date of the Notice-to-Proceed (BASE BID);

No Bidder may withdraw a Bid within 60 days after the actual opening thereof.

Bidder acknowledges receipt of the following ADDENDA:

Addendum #1 on October 29, 2018

Bidder agrees to perform all the WORK described in the Contract Documents for the individual lump sums listed for each specified project and for the total lump sum of all projects as specified in the attached Bid Schedule and as stated above.

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

Bid Submitted By: (Bidder)

Magnum Construction, Inc

Company Name

PO Box 707

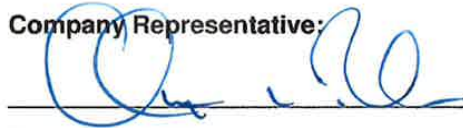
Broken Arrow, OK 74013

Phone: 918-251-8667 Fax: 918-251-1025

Email: bids@magnumconstruction.com

Address & Contact Information

Company Representative:



Name (Signature)

Clinton W. Redwine

Name (Print)

As: President

(Title)

Attest:

By: 

(Signature) Pam Derichsweiler

As: Corporate Secretary

(Title)

BID SCHEDULE

**2018 CDBG Grant Funded Renovation Project City of Glenpool Public
Senior Citizen Activities Building**

Black Gold Park

Date: October 15, 2018

Item No.	1	Work Description
-----------------	----------	-------------------------

- | | |
|----|--|
| 1. | Provide all materials, equipment, and labor necessary to perform work identified in Project Construction Specifications and Project Construction Drawings. |
|----|--|

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

NONE

NONE

NONE

Affiant

Clinton W. Redwine, President

Notary Public

My Commission Expires:

MISTI NEUFELD
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 07, 2022
COMMISSION #14003326

Page 120 of 130

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

Clinton W. Redwine , of lawful age,
being first duly sworn upon oath, states that he, or she, is the agent authorized by the Bidder to
submit the attached Bid. Affiant further states that the Bidder has not been a party to any
collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price
or to refrain from bidding or with any State official or employee as to quantity, quality, or price in the
prospective contract or any other terms of said prospective contract or in any discussions
between Bidders and any State official concerning exchange of money or other thing of value
for special consideration in the letting of a contract.


Affiant Clinton W. Redwine, President

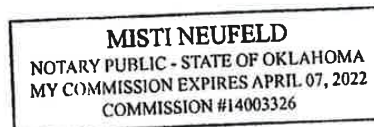
Subscribed and sworn to before me this 5th day of November, 2018.



Notary Public

My Commission Expires: 

NOTE: This form is to be submitted with the Bid



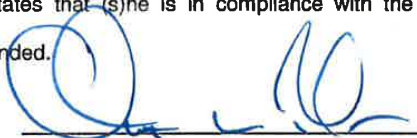
PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)

COUNTY OF Tulsa)

ss.

Clinton W. Redwine, of lawful age,
being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to
submit the attached bid. Affiant further states that (s)he has submitted the required payroll
information to the Wage and Hour Division of the Employment Standards Administration of the
United States Department of Labor. Affiant further states that (s)he is in compliance with the
requirements of Title 40 O.S. 1981, §196.9a(b), as amended.


Affiant Clinton W. Redwine, President

Subscribed and sworn to before me this 5th day of November, 2018.


Notary
Public

My Commission Expires:


MISTI NEUFELD
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 07, 2022
COMMISSION #14003326

NOTE: This form is to be submitted with the bid.

SECTION 3 PLAN

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid (Revised 1/1/97)

Bid Submitted from:

Name of Business: Magnum Construction, Inc. For: Glenpool Senior Activities Building
Project Being Bid Date November 5, 2018

What is Section 3?: Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and business in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to requirements *Covered prime contractors and subcontractors are required to show a good faith effort to

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is 0.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - ad). () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site. () Other.
- C. The total number of my current employees I intend to use on this project is 3.
The number of these who would be considered Section 3 Residents is 0.
- D. The total number of *trainees* I intend to use on this project is 0. The number of these trainees that would be considered lower income project area residents is 0.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award 6 contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ 100K.
- C. Of these contracts

will be awarded to TBD Section 3 Businesses.

D. The total estimated dollar value of contracts to Section 3 Businesses is \$ TBD

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.



Signature (Prime Contractor or Subcontractor) _____ Date

November 5, 2018

Clinton W. Redwine, President

North American Specialty Insurance Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Magnum Construction, Inc

of 2501 N. Hemlock Ct., Broken Arrow, OK 74012, as Principal, and North American Specialty Insurance Company, of Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of Oklahoma, are held and firmly bound unto City of Glenpool, 12205 South Yukon Avenue, Glenpool, OK 74033 as Obligee, in the penal sum of Five Percent (5%) of Bid Amount Dollars (\$--5%--), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Senior Citizens Activity Center Renovation Project - City of Glenpool 95 West 145th Street, Glenpool, OK 74033

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNED, SEALED AND DATED this 5th day of November, 2018

Magnum Construction, Inc.

Principal

By:

Clinton W. Redwine, President
North American Specialty Insurance Company

By:

Jamie Burris,

Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
IRAVIS E. BROWN, DEBORAH L. KAPER, JAMIE BURKIS, SHELLIE K. SAMSEL, ROBBIE LOYD, MARK D. NOWELL, and CATHY COMBS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 30th day of June, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

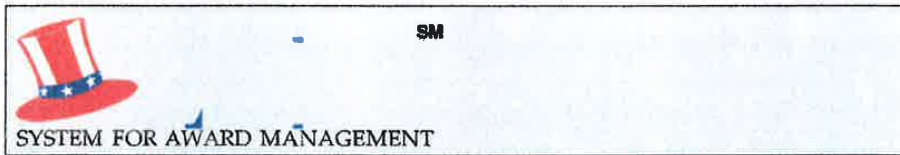


[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



SAM System Registration Certification

I hereby certify that Magnum Construction, Inc is/has
(Company name)

X Currently in the SAM.gov. system

_____ Completed registration in SAM.gov system (attach e-mail registration verification)

Signed


(Name and Title) Clinton W. Redwine, President

Date

November 5, 2018

SAM Search Results
List of records matching your search for :

Search Term : magnum* construction* inc.*
Record Status: Active

ENTITY	Magnum Construction, Inc.	Status: Active
DUNS: 008298007	+4:	CAGE Code: 1C1Y2 DoDAAC:
Expiration Date: Nov 27, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 904 S Main		
City: Broken Arrow	State/Province: OKLAHOMA	
ZIP Code: 74012-5531	Country: UNITED STATES	

ADDENDUM

TO: ALL OFFICIAL PLAN HOLDERS

ADDENDUM NUMBER: ONE

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th Street
Glenpool Oklahoma 74033

PROJECT NUMBER: 18-02200

DATE: 10.29.18



The following are modifications and / or clarifications to the Bidding Documents dated October 15, 2018. This addendum forms a part of the Contract Documents and is subject to all Contract requirements as if included in original documents. Failure to acknowledge receipt of this addendum on the Bid Form may subject Bidder to disqualification.

1.1 ATTACHMENTS

A. Pre-Bid Conference Sign-In Sheet New

1.2 CHANGES / CLARIFICATIONS TO BID DOCUMENTS

- A. All questions regarding this project shall be submitted to the Architect by 5:00 pm on Wednesday, October 31, 2018.
- B. Anticipated start of Construction is January 7, 2019.
- C. Architect shall apply for the Building Permit. Building Permit Fee shall be waived by the City of Glenpool. Contractor shall be responsible for having all required inspections made by Building Official.
- D. Existing Security System shall be maintained in operating condition during construction. Provide necessary temporary relocation of control panel.
- E. Owner shall remove existing appliances.
- F. Construction Dumpster shall be located in grass area on north side of north parking lot. Dumpster shall not be located in parking areas. Grass area shall be repaired prior to final completion of project.

END OF ADDENDUM ONE

Addendum One

000901-1



PRE-BID CONFERENCE SIGN-IN

PROJECT: City of Glenpool
Senior Citizens Activity Center Renovation Project
95 W. 145th St.
Glenpool, OK 74033

DATE & TIME: 10.25.18 @ 10:00 am

NAME	COMPANY	E-MAIL
GREG HELMS	GSHELMS + ASSOC	GREG.HELMS@GSHELMS.COM
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