

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Tuesday, January 19, 2016, 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

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Reverend Heather Scherer, Living Water Methodist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from January 4, 2016 meetings.**
 - 2) Discussion and possible action to accept Audit of City of Glenpool financial statements by Arledge & Associates, P.C. for Fiscal Year Ending June 30, 2015, tabled from January 4, 2016 City Council meeting.
(Julie Casteen, Finance Director)**
 - 3) Discussion and possible action to approve Reeves Supercenter Final Plat, situated on ten acres located at the northeast corner of 161st Street and US Hwy 75, subject to conditions set by staff and TAC.
(Rick Malone, City Planner)**
 - 4) Discussion and possible action to accept a ten foot roadway right-of-way Deed of Dedication granted by the Oklahoma District, Lutheran Church-Missouri Synod.
(Lynn Burrow, Community Development Director)**

- 5) Discussion and possible action to accept a sixty foot General Utility Easement dedication granted by Ark Econo Storage, LLC.
(Lynn Burrow, Community Development Director)
- 6) Discussion and possible action to approve Resolution No. 16-01-03, A Resolution of the City of Glenpool, A Resolution of the City Council of the City of Glenpool amending the FY 2015-2016 annual budget in compliance with the Municipal Budget Act; amending the General Fund to increase the Police Capital expenditures \$29,966, funded from the General Fund's unexpended and unencumbered fund balance, and; approving the purchase of emergency communications equipment.
(Julie Casteen, Finance Director)
- 7) Discussion and possible action to approve/deny Tort Claim No. 201260-LR, Claimant AT&T.
(Lowell Peterson, City Attorney)
- 8) Discussion regarding possible propositions to be placed before the voters related to the Vision Glenpool Tax, an extension of the expiring Tulsa County Vision 2025 sales tax.
(Roger Kolman, City Manager)

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed: _____
City Clerk

MINUTES

CITY COUNCIL MEETING

January 4, 2016

The Regular Session of the Glenpool City Council was held at 6:30 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew, Councilor; Patricia Agee, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Tim Fox, Mayor.

Staff present: Roger Kolman, City Manager; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Lea Ann Reed, Conference Center Director; Dennis Waller, Police Chief and Paul Newton, Fire Chief. Lowell Peterson, City Attorney was absent.

Also present were: Aaron Hunter, Extreme Worship and Outreach; Louise Johnson, 13615 Madison Ave, Glenpool, OK; Lou Reynolds, Eller & Detrich, 2727 E 21st St. #200, Tulsa, OK; Jon Eshelman, Traffic Engineering Consultants, Inc., 6931 S 68th E Ave, Ste. 100. Tulsa, OK.

- A) Mayor Fox called the meeting to order at 6:31 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Aaron Hunter offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed**
 - Lea Ann Reed reflected on recent events held at the Conference Center and highlighted upcoming activities. The Conference Center hosted a booth at the Tulsa Wedding Show. The Show provides an opportunity for Conference Center representatives to reach approximately five hundred brides.
 - Upcoming events open to the public include: Glenpool Chamber Annual Awards Banquet-January 22; Just Between Friends Sale-January 28 - 31; Greater Tulsa Indian Art Festival-February 4-7.
- F) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow updated the City Council on the progress of various private and public construction projects throughout the city; provided an update on the number of residential and commercial building permits issued in December; as well as activities in the Planning, Building, and Code Enforcement Departments.
 - Councilor Kearns referenced a change order representing a cost reduction for the Water Storage Facility project and asked about the amount of realized savings. Mr. Burrow replied, "As it turned out, there was not a savings."
- G) Chamber of Commerce Report**
 - No Report Available

H) City Manager Report – Roger Kolman, City Manager

- Mr. Kolman recognized the work of the Streets/Parks Department for freeing the area north of 151st St on Vancouver from stumps and weeds, stating it will make it easier to keep the area mowed.
- He reported the waste water treatment plant experienced flooding during the recent excessive rain event. Some mechanical and electrical equipment was damaged. Staff is aggressively seeking a plan for improvement to contain floodwaters in the future. Both Public Safety and City Hall buildings also experienced some water damage due to the rain.
- Mr. Kolman announced two upcoming events including the Chamber of Commerce Annual Awards Banquet on January 22, beginning at 6:00 p.m.; and the Police Department Awards Banquet on January 23, 6:00 p.m. to 9:00 p.m.
- Mr. Kolman asked Council members to advise him of their preferred date and time to conduct a Special Workshop meeting on either January 15 or 16 to discuss the Vision Glenpool propositions.

I) Mayor Report – Tim Fox, Mayor

- Mayor Fox entered the following statement and asked that it be made part of the minutes. "Since our last meeting, I was contacted about my inquiry to the State Auditor. Mr. Gary Jones informed that his department, of the State Office, does not give legal opinion. But if his office was called upon to do an investigative audit, on Councilor Ballew's relationship between her elected position and being a paid employee of the Glenpool Chamber of Commerce, in which the City contributes a large part of their budget, his staff would look at a 2001 Attorney General Opinion (in its entirety) and make a determination from that opinion. Based on my conversation with the State Auditor and my understanding of the AG opinion he pointed me to, I still have concerns and want those concerns reflected in the minutes."

J) Council Comments

- Councilor Kearns expressed his appreciation to EMSA for staging an ambulance in Glenpool.

K) Public Comments

- Louise Johnson offered a brief history concerning the Veteran's Memorial located on Broadway Street and expressed her concern about trees at the site which are blocking the view of the Memorial. She asked that the city remove or relocate the trees.

L) Scheduled Business

1) Discussion and possible action to approve minutes from December 14, 2015 meeting.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve minutes as presented.

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

Motion carried.

- 2) **Discussion and possible action to adopt Resolution No. 16-01-01, A Resolution Of The City Council Of The City Of Glenpool, Oklahoma For The Purpose Of Supporting Continuation By The Federal Government Of The Exemption From Taxation On Interest Earned On State And Municipal Bonds Necessary To Secure Affordable Financing For Public Services.**

Mr. Kolman explained that the Resolution represents the Council's desire to encourage the Federal Government to continue the tax exemption the City currently enjoys regarding interest earned on municipal bonds. The exemption results in a significant savings to the city and taxpayers alike. Mr. Kolman recommended approval of the Resolution.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to approve Resolution No. 16-01-01 as presented.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew

AGAINST: None

Motion carried.

- 3) **Discussion and possible action to adopt Resolution No. 16-01-02, A Resolution Of The City Of Glenpool, Oklahoma, Signifying The City Council's Endorsement Of The Tulsa Regional Chamber's "2016 One Voice Legislative Agenda," Establishing And Supporting State And Federal Legislative Priorities Concerning Items Of Mutual Municipal Interest That The Chamber Will Advocate To The Region's State And Federal Legislative Members.**

Mr. Kolman, City Manager briefly described the Resolution and recommended Council approval to demonstrate Glenpool's endorsement of the Tulsa Regional Chamber's "2016 One Voice Legislative Agenda".

MOTION: Vice Mayor Ceesay moved, second by Councilor Ballew to adopt Resolution No. 16-01-02 as presented.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

Motion carried.

- 4) **Discussion and possible action to approve and adopt Ordinance No. 713, An Ordinance Amending Ordinance No. 458, By Rezoning 8.302 Acres Of Certain Property Described Herein From Agriculture (AG) To Commercial General (CG) And 30.944 Acres Of That Same Certain Property Described Herein From Agriculture (AG) To Residential Single Family (RS-2), As Recommended By The Planning Commission Under Application GZ-251; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency.**

Mr. Rick Malone, City Planner presented Ordinance No. 713 for approval. The ordinance represents a request to rezone a tract of land located at the northwest corner of 151st Street (Hwy 67) and Elwood Avenue. Ordinance approval will authorize rezoning on 8.302 acres from AG to CG, and 30.944 acres from AG to RS-2. Mr. Malone further recommended that Council strike the emergency clause from the ordinance.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to approve Ordinance No. 713, striking the Emergency Clause

FOR: Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

Motion carried.

- 5) **Discussion and possible action to adopt the Emergency Clause:** Whereas, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 713 be put into full force and effect, more particularly that the Council take immediate action to facilitate the anticipated mixed commercial and residential uses planned for Special District 4, the SH-67 Corridor as set out in the Comprehensive Plan, an emergency is hereby declared to exist by reason whereof this Ordinance shall take effect and be in full force from and after its passage as provided by law.

Item removed. (see Motion on Item 4)

- 6) **Discussion and possible action to approve and adopt Ordinance No. 714, An Ordinance Amending Ordinance No. 458, By Approving PUD #30 Overlay District, Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency.**

Mr. Malone introduced Mr. Lou Reynolds with Eller & Detrich. Mr. Reynolds was the applicant and described the intended purpose for the property. Mr. Malone recommended City Council strike the emergency clause.

MOTION: Councilor Kearns moved, second by Councilor Agee to approve Ordinance No. 714, striking the Emergency Clause.

FOR: Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

Motion carried.

- 7) **Discussion and possible action to adopt the Emergency Clause:** Whereas, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of this Ordinance No. 714 be put into full force and effect, more particularly that the Council take immediate action to approve and adopt the Planned Unit Development proposed for property that has been rezoned in accordance with Ordinance No. 713, an emergency is hereby declared to exist by reason whereof this Ordinance shall take effect and be in full force from and after its passage as provided by law.

Item Removed. (see Motion on Item 6)

- 8) **Discussion and possible action to approve the Final Plat of Byers Company Addition, 4.945 acres located south of the SW corner of 171st Street and Union Ave.**

Mr. Malone, City Planner presented the Final Plat and recommended approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve the Final Plat of Byers Company Addition as presented.

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

Motion carried.

- 9) **Discussion and possible action to accept Audit of City of Glenpool financial statements by Arledge & Associates, P.C. for Fiscal Year Ending June 30, 2015.**

Financial statements are nearing completion and will be submitted to auditor soon.

MOTION: Councilor Agee moved, second by Councilor Kearns to table action.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew

AGAINST: None

Motion carried.

10) Review of Traffic Impact Analysis for SH 75 between 151st and 161st Streets.

Lynn Burrow, Community Development Director introduced Jon Eshelman with Traffic Engineering Consultants to present the report. Mr. Eshelman reviewed the analysis and answered relevant questions from the City Council.

11) Discussion and possible action to enter into Executive Session.

MOTION: Councilor Kearns moved, second by Councilor Agee to enter into Executive Session in conjunction with the Glenpool Industrial Authority Executive Session.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

Motion carried.

Mayor Fox declared a recess of the City Council meeting and preceded with the scheduled trust meetings at 7:56 p.m.

12) Executive Session for the purpose of conferring with one or more consultants to the City of Glenpool for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice one or more businesses to locate within the corporate limits of the City of Glenpool, because public disclosure of the matter discussed would interfere with the development of products or services or public disclosure would violate the confidentiality of the business, pursuant to Title 25, § 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).

The Executive Session was held in concurrence with the Glenpool Industrial Authority Executive Session at 8:15 p.m.

13) Discussion and possible action to reconvene in Regular Session.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to reconvene in Regular Session at 9:45 p.m.

FOR: Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Ballew

Motion carried.

L) Adjournment.

- Meeting was adjourned at 9:46 p.m.

Date

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: HONORBLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
FINAL PLAT REVIEW: "REEVES SUPERCENTER"

DATE: January 19th, 2016

BACKGROUND:

Rick Kosman representing Wade Reeves has submitted a request for review of 10 acres located at the northeast corner of 161st Street and US 75 Hwy.

ZONING:

This property is currently zoned CG (Commercial General) and all rezoning is subject to platting the property prior to development. The proposed lot sizes and density is consistent with the underlying zoning and surrounding area in platting this property into a one lot, one block subdivision.

FINAL PLAT:

*TAC MEETING 12/18/15, REDLINES GIVEN TO ENGINEER.

*PLANNING COMMISSION MEETING 1/11/16 VOTED 5-0 TO RECOMMEND APPROVAL OF THE FINAL PLAT TO THE CITY COUNCIL.

*CITY COUNCIL MEETING: 1/19/16

RECOMMENDATION:

Staff recommends approval of the FINAL PLAT OF "REEVES SUPERCENTER" subject to the conditions of the Staff and TAC review.

ATTACHMENTS:

1. Case Map
2. FINAL PLAT

S UNION PL

W 158 ST S

IL

US 75 HWY

RS-3

REEVES SUPERCENTER

CG

EUROCRAFT

S BROADWAY ST

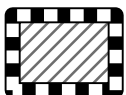
161st Street

W 161 ST S

CS

SOUTH 75 BUSINESS PARK PHASE I

PUD-24



Subject
Tract

STR
23-17-12

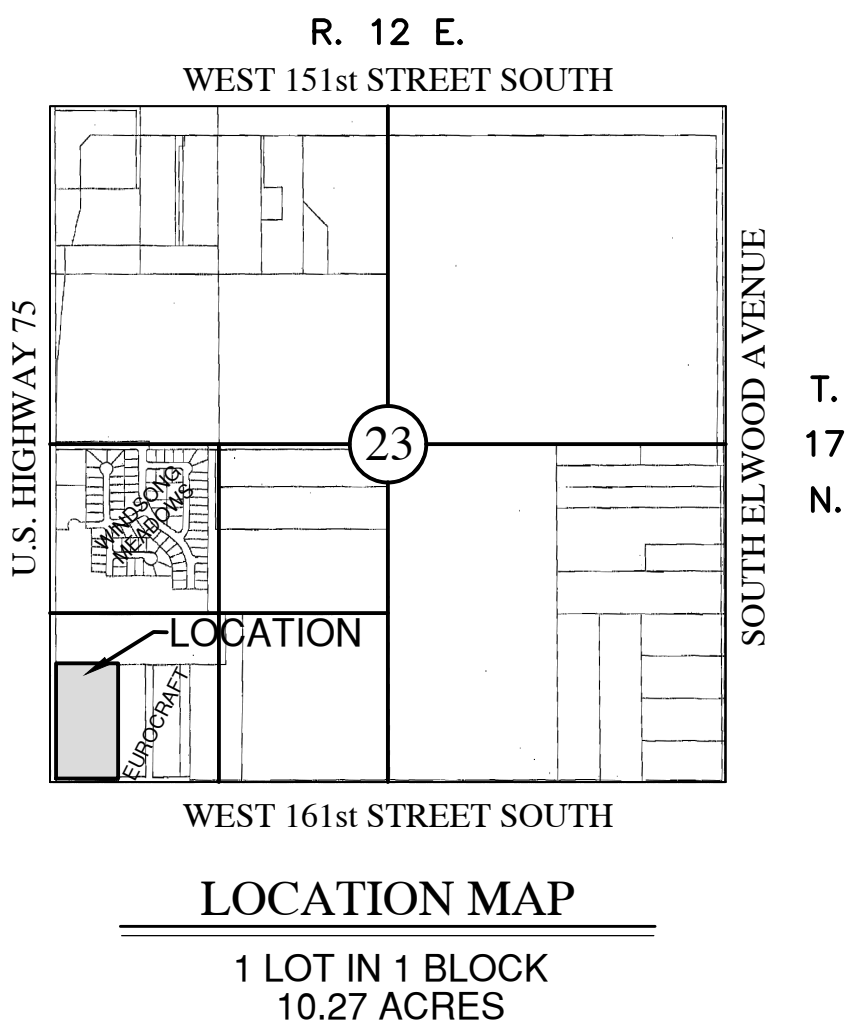
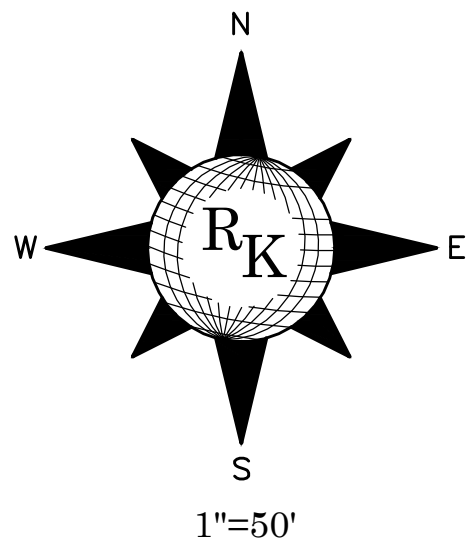


1 in = 200 ft

REEVES SUPERCENTER

BLOCK 1, LOT 1

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



SURVEYOR

Harden & Associates
Surveying and Mapping, PC
2001 South 114th East Avenue
Tulsa, OK 74128
Certificate of Authorization No. 4656
Expires June 30, 2017
Phone: 918.234.4859

OWNER

Wades RV Clinic, LLC
2440 West 121st Street South
Sapulpa, OK 74066
Phone: 918.291.1011

ENGINEER

RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: 918.277.4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2016

LEGEND

U/E = UTILITY EASEMENT
W/E = WATER LINE EASEMENT
L/E = LANDSCAPE EASEMENT
BL = BUILDING LINE
LNA = LIMITS OF NO ACCESS
ACC = LIMITS OF ACCESS
R/W = RIGHT OF WAY

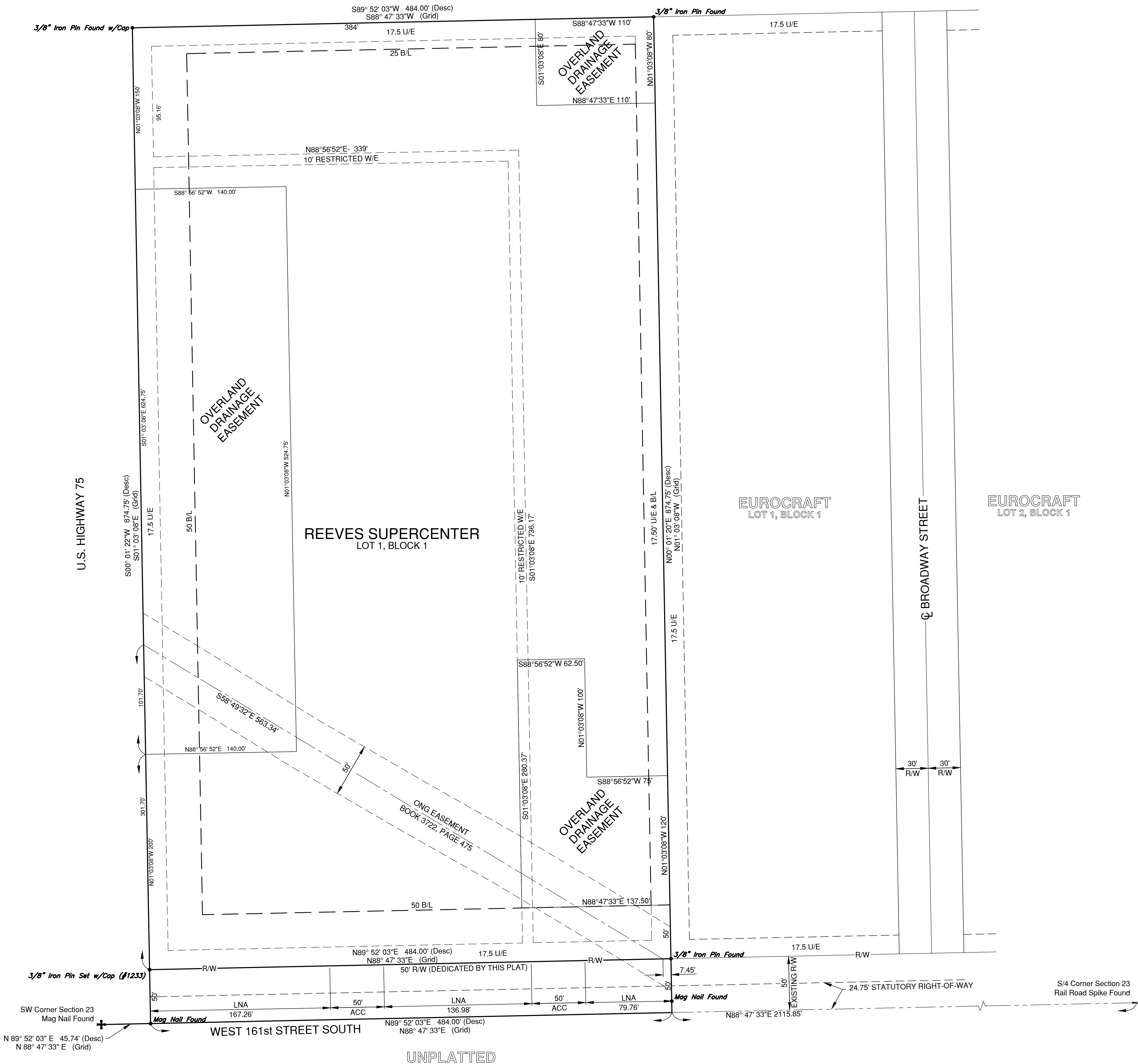
BASIS OF BEARING

OKLAHOMA STATE PLANE COORDINATE
SYSTEM, NORTH ZONE (3501), NAD 83 (1993).

FEMA FLOOD PLAIN

THIS PROPERTY LIES IN ZONE "X-UNSHADED"
FLOOD HAZARD AREA PER F.I.R.M.
COMMUNITY PANEL NO. 40143C0420K, AS
LAST REVISED AUGUST 3, 2009.

UNPLATTED



UNPLATTED

Deed of Dedication and
Declaration of Restrictive Covenants
FINAL PLAT
REEVES SUPERCENTER

DEED OF DEDICATION

KNOWN ALL ME BY THESE PRESENTS:

WADES RV CLINIC LLC (OWNER) IS THE OWNER IN FEE SIMPLE TITLE TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2 SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT SAID SOUTHWEST CORNER OF SAID SECTION 23, THENCE NORTH 89°52'03" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, 45.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 89°52'03" EAST A DISTANCE OF 484.00 FEET; THENCE NORTH 00°01'20" EAST A DISTANCE OF 924.75 FEET; THENCE SOUTH 89°52'03" WEST A DISTANCE OF 484.00 FEET TO A POINT ON THE EAST BOUNDARY OF U.S. HIGHWAY 75; THENCE SOUTH 00°01'20" WEST A DISTANCE OF 924.75 FEET ALONG THE EAST BOUNDARY OF U.S. HIGHWAY 75 TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS REEVES SUPERCENTER, A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS U/E OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPE, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERE TO, 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 RE-LAYING OVER, ACROSS 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 HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND 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 STREET OR 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 SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-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 EASEMENTWAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS 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 OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- EXISTING OGT/ONEOK EASEMENT:
OWNER/DEVELOPER SHALL PREVENT ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERER WITH MAINTENANCE OF THE UNDERGROUND NATURAL GAS PIPELINE AS LOCATED AND ILLUSTRATED HEREIN. NO BUILDINGS SHALL BE LOCATED ON THE 50 FOOT EASEMENT. SAID EASEMENT IS EXCLUSIVE TO OGT/ONEOK AND NO ENCROACHMENT WILL BE ALLOWED WITHOUT CONSENT FROM OGT/ONEOK.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE OWNER'S LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 1 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT. IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS, BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF GLENPOOL, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE OWNER OF THE LOT'S EXPENSE.
- THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE 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 A RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSOR, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

- LOT 1, BLOCK 1, DEPICTED ON THE PLAT OF REEVES SUPERCENTER, 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(S) OF LOT 1 BLOCK 1 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 LOT 1, BLOCK 1. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. OVERLAND DRAINAGE EASEMENTS

- A STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER WITHIN THE OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT.
- THE OWNERS OF LOTS WITHIN REEVES SUPERCENTER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN THE STORMWATER DETENTION EASEMENT DESIGNATED ON THE PLAT.
- THE STORMWATER DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND THE REMOVAL OF DEBRIS, OBSTRUCTIONS AND SILTATION, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE OWNER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. STORMWATER DETENTION FACILITIES SHALL BE KEPT FREE OF LITTER; AND,

B. STORMWATER DETENTION FACILITIES SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS.

- IN THE EVENT OF THE OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNERS OF LOTS WITHIN REEVES SUPERCENTER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DIES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

- A. THE DEVELOPMENT OF REEVES SUPERCENTER SHALL BE SUBJECT TO THE PROVISIONS OF THE GLENPOOL ZONING CODE, AS THE SAME EXISTED _____ OR AS SUBSEQUENTLY AMENDED AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE OF LAND:

THE USES OF ALL LOTS LOCATED WITHIN REEVES SUPERCENTER SHALL BE LIMITED TO THE USES PERMITTED WITHIN AN "IL" INDUSTRIAL LIGHT ZONING DISTRICT; UNLESS AND UNTIL SUCH TIME AS ANY LOT(S) ARE AMENDED AND APPROVED BY THE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

2. BUILDING SETBACKS:

NO BUILDING SHALL BE LOCATED NEARER TO A PUBLIC STREET OR LOT BOUNDARY THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT; UNLESS AND UNTIL SUCH TIME AS AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

3. OFF-STREET PARKING:

EACH LOT LOCATED WITHIN REEVES SUPERCENTER SHALL MEET OR EXCEED MINIMUM PARKING REGULATIONS AND STANDARDS LISTED AND DETAILED IN ALL APPLICABLE SECTIONS OF THE GLENPOOL ZONING CODE; PROVIDED, HOWEVER, THAT MODIFICATION OF SUCH APPLICABLE REGULATIONS AND STANDARDS MAY BE AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

4. SIGNAGE:

EACH LOT LOCATED WITHIN REEVES SUPERCENTER SHALL SATISFACTORILY MEET CITY OF GLENPOOL SIGNAGE STANDARDS AND REGULATIONS PURSUANT TO ALL APPLICABLE SECTIONS CONTAINED WITHIN THE GLENPOOL ZONING CODE; PROVIDED, HOWEVER, THAT SUCH APPLICABLE REGULATIONS AND STANDARDS MAY BE AMENDED AND APPROVED BY THE APPROPRIATE GOVERNING BODY OR BODIES OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

5. LIMITS OF NO ACCESS:

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 161ST STREET SOUTH 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 GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

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 SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. DEVELOPMENT REQUIREMENTS & RESTRICTIONS ARE ESTABLISHED PURSUANT TO PROVISIONS OF THE GLENPOOL ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF GLENPOOL TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS MAY BE AMENDED TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNER OR OWNERS OF LOT WITHIN THE SUBDIVISION.

D. SEVERABILITY

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

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: WADE'S RV CLINIC L.L.C., BEING THE SOLE OWNER HEREBY APPROVES THE FORGOING DEED OF DEDICATION AND COVENANTS THIS _____ DAY OF _____, 2016.

WADE'S RV CLINIC L.L.C.

WADE T. REEVES, PRESIDENT

STATE OF OKLAHOMA)

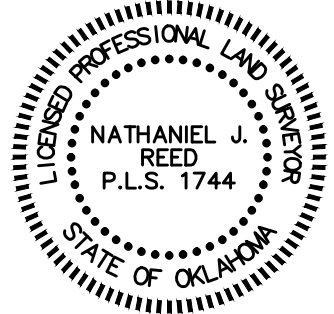
) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 BY WADE T. REEVES, FOR THE USES AND PURPOSES THEREIN SET FORTH.

CERTIFICATE OF SURVEY

I, NATHANIEL J. REED, OF HARDEN & ASSOCIATES SURVEYING AND MAPPING, PC, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, 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 "REEVES SUPERCENTER" A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND BY ME USING ACCEPTED SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



NATHANIEL J. REED, RPLS NO. 1744

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 BY NATHANIEL J. REED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____, MY COMMISSION EXPIRES:

NOTARY PUBLIC _____

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____, 2016.

RICHARD WATTS, CHAIRMAN

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON _____, 2016.

TIM FOX, MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER.

ROGER KOLMAN, CITY MANAGER



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE of ROADWAY RIGHT-OF-WAY DEED OF
DEDICATION FROM THE OKLAHOMA DISTRICT, LUTHERAN
CHURCH-MISSOURI SYNOD**

DATE: JANUARY 13, 2016

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Roadway Right-of-Way Deed of Dedication, 10' in width, to be granted by The Oklahoma District, Lutheran Church-Missouri Synod and dedicated to the City of Glenpool. The Right-of-Way in question is described and illustrated on the attached dedication document and supporting survey (Exhibit "A"). Also attached is a copy of the Conditional Final Subdivision Plat of Saint Francis Glenpool which depicts the alignment of a certain portion of Broadway Street along the easterly side of the hospital project and immediately west of property owned by the Lutheran Church. The construction of this public street is to be accomplished by the Warren Foundation as part of the hospital project. Note that the subdivision plat will also dedicate an additional 10' of public right-of-way for Broadway St. for a total combined width of 80' - which includes 60' of right-of-way that has been previously dedicated as indicated. It should also be noted that the subject right-of-way dedication, along with the additional right-of-way dedicated by the hospital project, will also support the construction of two separate waterline improvements as part of the City water tower project. The format of the proposed Roadway Right-of-Way Deed of Dedication and associated Exhibit "A" are in conformance with City standards.

Recommendation:

Staff has reviewed this proposed Roadway Right-of-way Deed of Dedication from a technical standpoint and for compliance with the requirements of the approved Saint Francis Glenpool hospital and City water tower project and is recommending Council approval and acceptance of this dedication from The Oklahoma District, Lutheran Church-Missouri Synod.

Attachments:

- A. Roadway Right-of-way Deed of Dedication
- B. Supporting Documents.

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

**ROADWAY RIGHT-OF-WAY
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

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

Dated this 22nd day of December, 2015

Oklahoma District, Lutheran Church-Missouri Synod,
GRANTOR

By: [Signature]
[Barrie Henke / President]

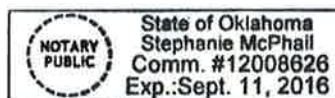
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the 22 day of DEC, 2015, personally appeared Barrie Henke known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

[Signature]
Notary Public

My Commission Expires:

Sept 11 2016



ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: 12-22-2015

by: _____
_____, Mayor

ATTEST:

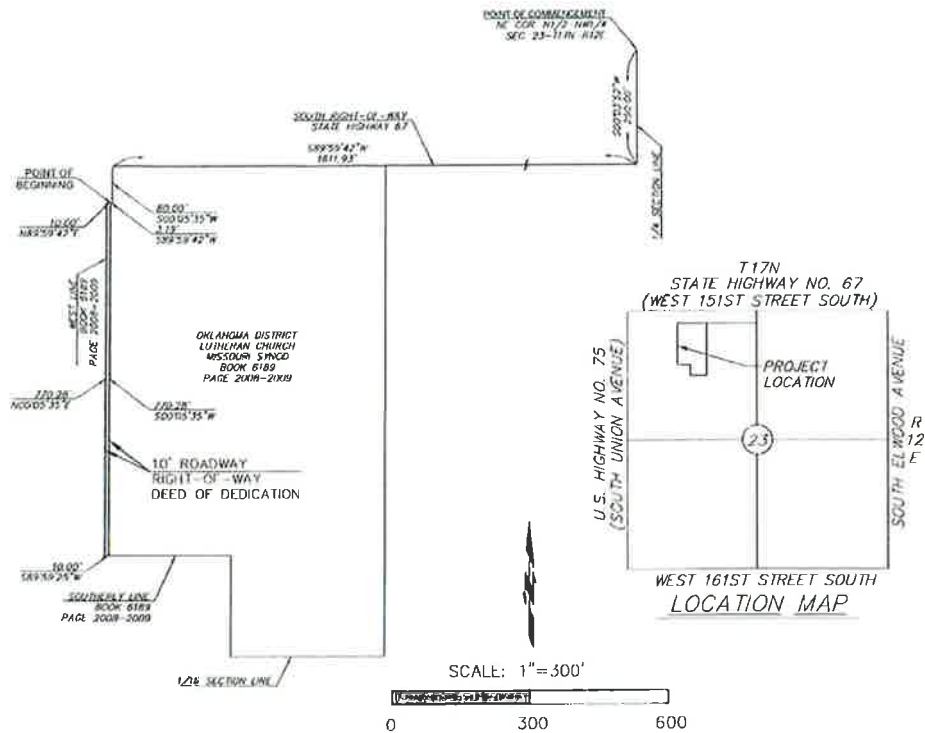
_____, City Clerk

[corporate seal]

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT 'A'
OKLAHOMA DISTRICT
LUTHERAN CHURCH MISSOURI SYNOD
ROADWAY RIGHT-OF-WAY
DEED OF DEDICATION
PART NW1/4
SEC. 23-T17N-R12E
CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA



BASIS OF BEARINGS

A GENERAL WARRANTY DEED RECORDED IN BOOK 6189, PAGE 2008-2009 WITH THE TULSA COUNTY CLERK'S OFFICE ON MARCH 03, 1999

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER (N1/2-NW1/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID N1/2-NW1/4;

THENCE $S00^{\circ}05'35''W$ ALONG THE EAST LINE OF SAID N1/2-NW1/4 FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 67;

THENCE $S89^{\circ}59'42''W$ ALONG SAID SOUTH RIGHT-OF-WAY AND PARALLEL WITH THE NORTH LINE OF SAID N1/2-NW1/4 FOR A DISTANCE OF 1611.93 FEET;

THENCE $S00^{\circ}05'35''W$ FOR A DISTANCE OF 80.00 FEET;

THENCE $S89^{\circ}59'42''W$ FOR A DISTANCE OF 3.19 FEET TO THE POINT OF BEGINNING;

THENCE $S00^{\circ}05'35''W$ FOR A DISTANCE OF 770.28 FEET AND PARALLEL WITH THE WEST LINE OF A TRACT DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN BOOK 6189, PAGE 2008-2009 WITH THE TULSA COUNTY CLERK'S OFFICE ON MARCH 03, 1999, TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT;

THENCE $S89^{\circ}59'42''W$ ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 10.00 FEET TO SAID WEST LINE;

THENCE $N00^{\circ}05'35''E$ ALONG SAID WEST LINE FOR A DISTANCE OF 770.28 FEET;

THENCE $N89^{\circ}59'42''E$ FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE SAID TRACT CONTAINING 0.18 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GENERAL WARRANTY DEED RECORDED IN BOOK 6189, PAGE 2008-2009 WITH THE TULSA COUNTY CLERK'S OFFICE ON MARCH 03, 1999.

THIS DESCRIPTION WAS PREPARED FROM THE PUBLIC RECORD ON OCTOBER 30, 2015 ON BEHALF OF COWAN GROUP ENGINEERING, LLC. BY JUSTIN SMITH, PLS 1868, CERTIFICATE OF AUTHORIZATION NUMBER CA6414, EXPIRES ON JUNE 30, 2016.



JUSTIN SMITH, PLS 1868 DATE

OWNER:

OKLAHOMA DISTRICT LUTHERAN CHURCH MISSOURI SYNOD

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

		COWAN GROUP ENGINEERING	
		5416 SOUTH YALE, SUITE 210 TULSA, OK 74135 918-949-6171 O 918-949-6174 F WWW.COWANGROUP.CO CA# 6414 EXPIRES 6/30/2016	
CLIENT:	CITY OF GLENPOOL	PROJECT NO:	15-279
DATE:	10/30/2015	REVISED DATE:	
DRAWN BY:	JK	CHECKED BY:	
PAGE:	1001		

PART OF THE NORTHEAST QUARTER (NE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

Engineer	Surveyor
WALLACE ENGINEERING STRUCTURAL CONSULTANTS, INC 380 EAST BERRY STREET TULSA, OK 74103 TEL: 918-584-5058 OKLAHOMA CA #1450 EXP DATE 6/30/13	GEORGE T. SURVEYING, INC 210 S. CHURCH AVENUE CHOUFAL, OK 74331 TEL: 918-476-7884 NPL: 716, CA #3802 KXP016, 6/30/16 www.georgetnsurveying.com

SAINT FRANCIS HEALTH SYSTEM
ATTN: CEO
6161 SOUTH YALL AVENUE
TULSA, OK 74136



R 12 E
West 151st Street South

West 161st Street South
Location Map
Scale 1" = 2000'



GRAPHIC SCALE

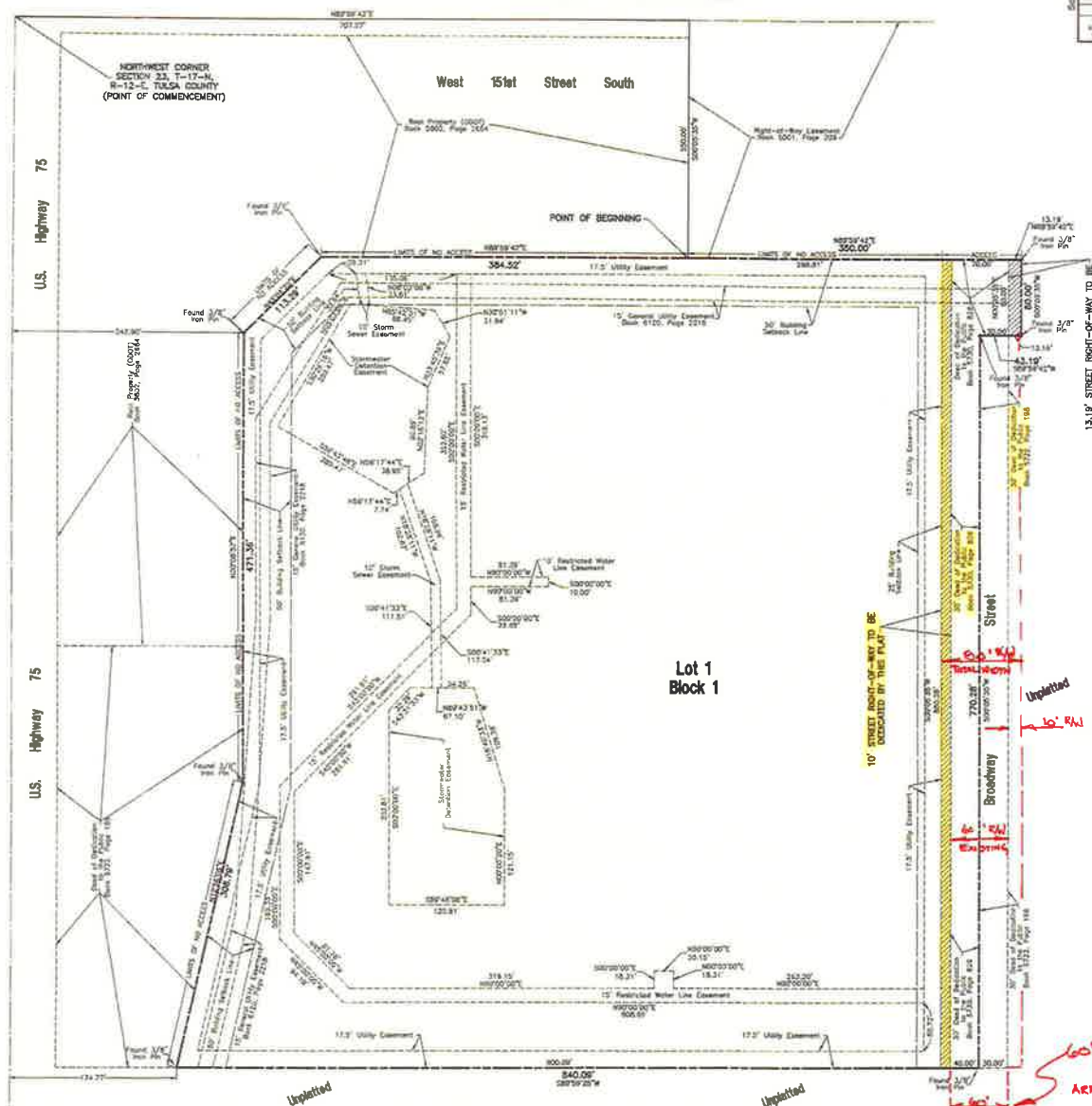


Legend

B/L	BUILDING SETBACK LINE
LNA	LIMITS OF NO ACCESS
U/C	UTILITY EASEMENT

Notice

- 1 ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "XITE"
(1 800 522-6543) BEFORE DIGGING!
- 2 THE PROPERTY DESCRIBED HEREIN CONTAINS 1 LOT
- 3 THE PROPERTY DESCRIBED HEREIN CONTAINS 1 LOT
- 4 THE PROPERTY DESCRIBED HEREIN CONTAINS 14.44 ACRES
- 5 SURFING BASE, OLYMPIA OREGON, PLANE COORDINATE SYSTEM
- 6 THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL
ENGINEERING MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, THIRSA COUNTY,
OREGON, MAP NO. 12-25, DATED AUGUST 1, 2000, WHICH SHOWS
THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREIN AS LOCATED IN ZONE
(X) NOT SHOWN WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF
FLOOD HAZARD ZONING.



LUTHERAN CHURCH PROPERTY

Unplotted
La 10' Rd by LUTHERAN CHURCH

60' GENERAL UTILITY EASEMENT
BY
ARK ECONO STORAGE, LLC



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE of GENERAL UTILITY EASEMENT
FROM ARK ECONO STORAGE, LLC.

DATE: JANUARY 13, 2016

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement, 60' in width, to be granted by Ark Econo Storage, LLC. dedicated to the City of Glenpool. The Utility Easement in question is described and illustrated on the attached dedication document and supporting survey (Exhibit "A"). Also attached is a copy of the Conditional Final Subdivision Plat of Saint Francis Glenpool which depicts the alignment of a certain portion of Broadway Street along the easterly side of the hospital project and immediately west of property owned by the Lutheran Church. The dedication of this 60' wide Utility Easement constitute the extension of certain public right-of way being dedicated by The Warren Foundation and the Lutheran Church for the construction of Broadway Street and certain water line improvements being a part of the City water tower construction. The intent of this General Utility Easement is to overlay a 60' wide roadway easement previously dedicated to the public located on, and running through, property owned by Ark Econo Storage. The format of the proposed Roadway Right-of-Way Deed of Dedication and associated Exhibit "A" are in conformance with City standards.

Recommendation:

Staff has reviewed this proposed General Utility Easement from a technical standpoint and for compliance with the requirements of the approved Saint Francis Glenpool hospital and City water tower project and is recommending Council approval and acceptance of this dedication from Ark Econo Storage, LLC.

Attachments:

- A. General Utility Easement
- B. Supporting Documents.

GENERAL UTILITY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned as duly authorized official and representative of ARK RENTAL INVESTMENTS, LLC (formerly ARK ECONO STORAGE, LLC) ("Grantor"), the owner of the legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto the City of Glenpool, an Oklahoma municipal corporation in the County of Tulsa, State of Oklahoma, ("Grantee") and to the Public and to utility service provider(s) franchised in the City of Glenpool ("Franchisee(s)"), a non-exclusive easement through, over, under and across property described as follows:

See **Exhibit A**, attached hereto and incorporated herein by reference
(the "Premises")

For the purposes of permitting Grantee, the Public and Franchisee(s), access thereon, through, over, under and across said Premises, together with all necessary and convenient appurtenances thereto; and to use and maintain the same; and of affording Grantee and its officers, agents, employees, and/or all persons under contract with it, the Public and Franchisee(s) the right to enter said Premises and strip of land for the purposes of surveying, excavating, constructing, repairing, and maintaining the construction of public utility services.

Grantee, the Public and Franchisee(s) are hereby granted the non-exclusive possession of said Premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence wall or other above ground obstructions will be placed, erected, installed, or permitted upon the Premises in such a way as to limit ingress or egress or freedom of movement thereon; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will be promptly corrected and eliminated upon receipt of notice from the City or Franchisee(s), or the City or such Franchisee(s) shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof. Grantee shall pay all costs of maintenance of any roadway constructed on the foregoing easement.

This General Utility Easement is further made subject to the following terms and conditions:

Grantee and Franchisee(s) hereby covenant to bury any pipe installed on or under the Premises at least 24 inches below the surface of the ground in such a way that such pipe will not interfere with operation of the Premises by Grantor.

Grantee and Franchisee(s) shall pay all damages to trees, shrubbery, grass, streets, sidewalks, driveways, roadways and grounds that may be suffered by reason of laying, relaying, maintaining, operating, improving, or removing said line of pipe. If not mutually agreed upon,

the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof appointed by the owner of the Premises, one by the Grantee or affected Franchisee(s), and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

Grantee and Franchisee(s) agree to protect, indemnify, and hold harmless Grantor for any claims, damages, and/or liabilities, including but not limited to claims for damage to property and personal injury (including bodily injury and death), to the extent arising out of Grantee's or Franchisee's(s') negligent acts or omissions, intentional misconduct, or illegal acts, in the construction, operation, maintenance, and removal of Grantee's or Franchisee's(s') pipeline or other utilities permitted hereby.

TO HAVE AND TO HOLD such easement unto the Grantee, its successors or assigns as aforesaid:

Dated this 13 day of January, 2016

By: _____

Name: _____

J. Shayne Buchanan
CFO

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 13 day of January, 2016, personally appeared J. Shayne Buchanan known to be the identical person who subscribed the name of the maker thereof to the foregoing as its duly authorized agent or representative and acknowledged to me that he executed the same as his free will and voluntary act and deed for the uses and purposes therein set forth.



Notary Public

My Commission Expires:

10-14-17

ACCEPTED BY CITY COUNCIL:

City of Glenpool
A Municipal Corporation

Date: _____

by: _____
Timothy Lee Fox, Mayor

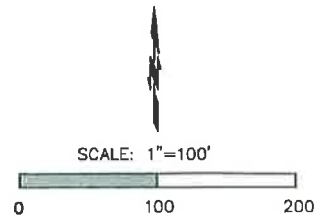
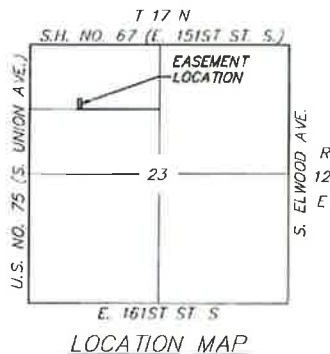
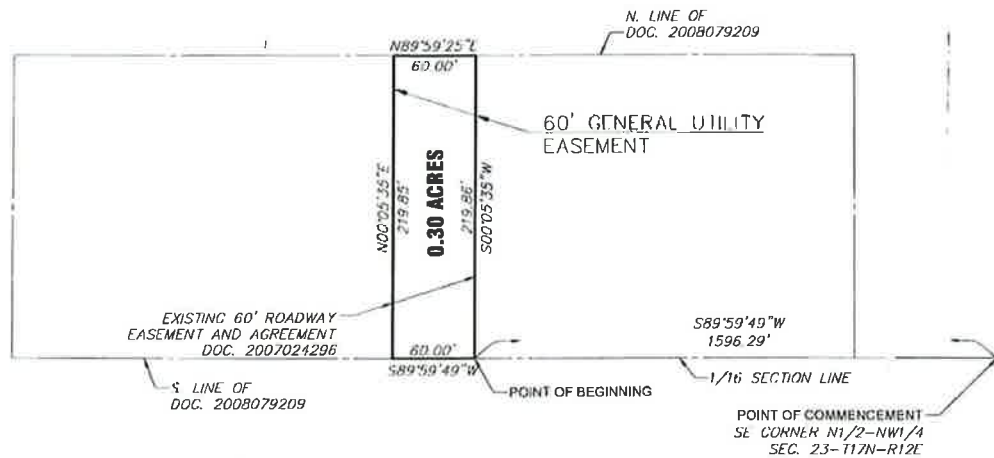
ATTEST:

APPROVED AS TO FORM:

Susan White, City Clerk

Lowell Peterson, City Attorney

EXHIBIT 'A'
ARK ECONO STORAGE LLC
GENERAL UTILITY EASEMENT
PART N1/2-NW1/4
SEC. 23-T17N-R12E
CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA



BASIS OF BEARINGS
 BEARINGS ARE BASED ON RECORD BEARINGS AS USED IN A GENERAL WARRANTY DEED RECORDED WITH THE TULSA COUNTY CLERK'S OFFICE AS DOCUMENT NO. 2008079209 ON JULY 30, 2008.

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER (N1/2-NW1/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID N1/2-NW1/4;

THENCE S89°59'49"W ALONG THE SOUTH LINE OF SAID N1/2-NW1/4 FOR A DISTANCE OF 1596.29 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF A GENERAL WARRANTY DEED RECORDED WITH THE TULSA COUNTY CLERK'S OFFICE AS DOCUMENT NO. 2008079209 ON JULY 30, 2008;

THENCE S89°59'49"W ALONG SAID SOUTH LINE OF SAID N1/2-NW1/4 AND SOUTH LINE OF SAID GENERAL WARRANTY DEED FOR A DISTANCE OF 60.00 FEET;

THENCE N00°05'35"E FOR A DISTANCE OF 219.85 FEET TO THE NORTH LINE OF SAID GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 2008079209;

THENCE N89°59'25"E ALONG SAID NORTH LINE FOR A DISTANCE OF 60.00 FEET;

THENCE S00°05'35"W FOR A DISTANCE OF 219.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINING 0.30 ACRES MORE OR LESS.

BEARINGS ARE BASED ON RECORD BEARINGS AS USED IN A GENERAL WARRANTY DEED RECORDED WITH THE TULSA COUNTY CLERK'S OFFICE AS DOCUMENT NO. 2008079209 ON JULY 30, 2008.

THIS DESCRIPTION WAS PREPARED FROM THE PUBLIC RECORD ON DECEMBER 15, 2015 BY JUSTIN SMITH, PLS 1868, COWAN GROUP ENGINEERING, LLC. CERTIFICATE OF AUTHORIZATION CA 6414, EXPIRES ON JUNE 30, 2016.

OWNER:
 ARK ECONO STORAGE LLC

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

		COWAN GROUP ENGINEERING 437 W. WILSHIRE BLVD., SUITE A OKLAHOMA CITY, OK 73116 405-463-3369 O 405-463-3381 F WWW.COWANGROUP.CO CA# 6414 EXPIRES 6/30/2016
CLIENT:	COWAN GROUP	
PROJECT NO:	15-279	
DATE:	3/21/2015	
REVISED DATE:		
DRAWN BY:	AKS	
PAGE:	1 OF 1	

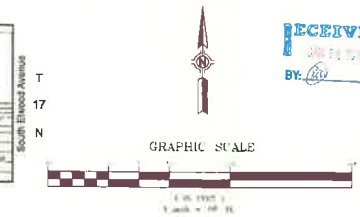
JUSTIN SMITH, PLS 1868 DATE

PART OF THE NORTHEAST QUARTER (NE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

WALLACE ENGINEERING
STRUCTURAL CONSULTING
200 EAST BRADY STREET
TULSA, OK 74103
(918) 584-2828
OKLAHOMA CA #1450
EXP DATE 8/30/13

BONNETT SURVEYING, INC.
210 CHOUTEAU AVENUE
CHOUTEAU, OK 74337
TEL: 918-476-7484
MPLS 556 CA #4502
EXPIRES 6/30/16
wade@bonnetsurveying.com

Developer:
SAINT FRANCIS HEALTH SYSTEM
ATTN: CEO
5161 SOUTH YALL AVENUE
TULSA, OK 74136



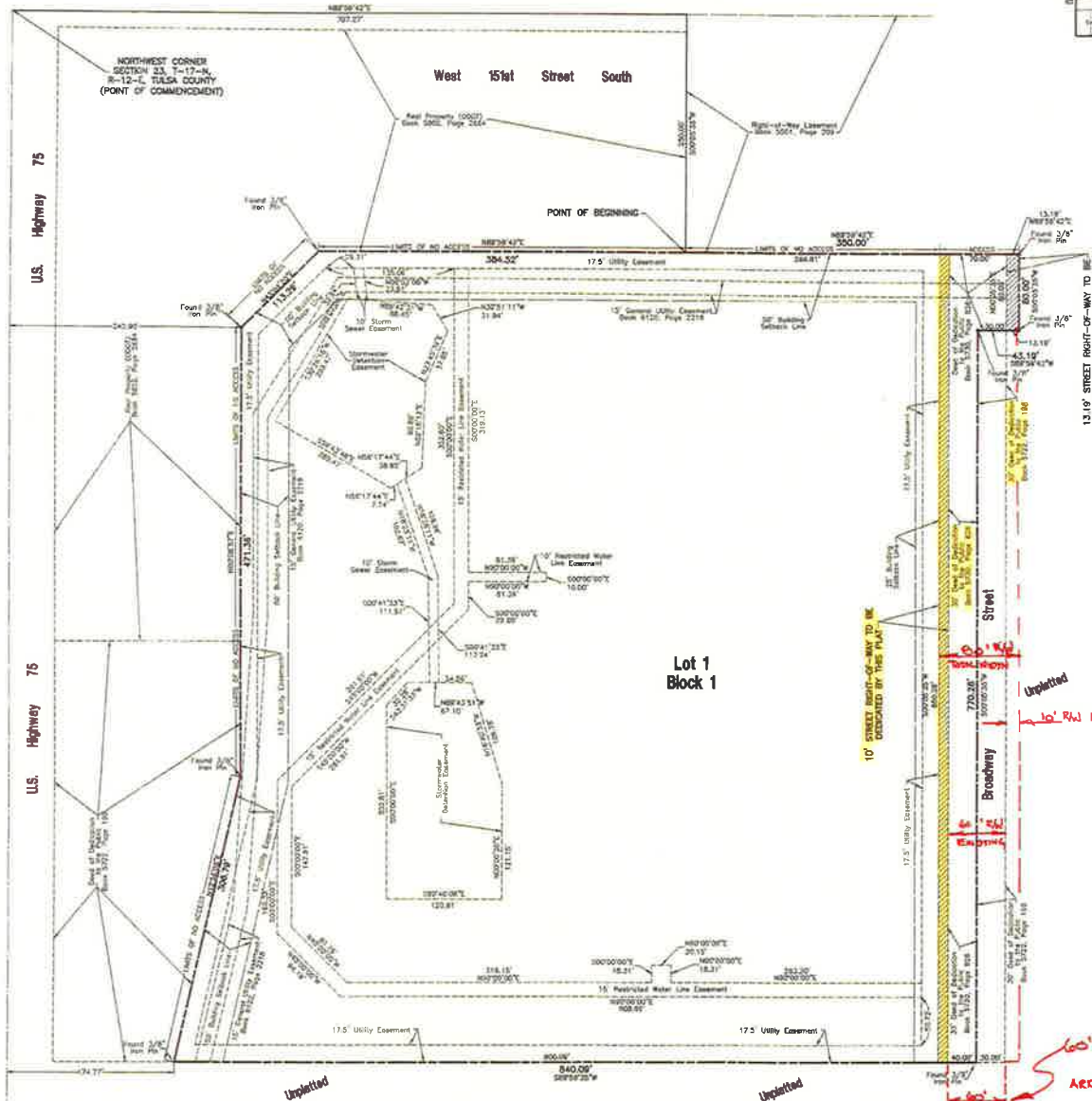
Legend

B/L	BUILDING SETBACK LINE
LNA	LIMIT OF NO ACCESS
U/E	UTILITY EASEMENT

Notes

1. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "GHS."

- 1 ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "DIAL"
1 (1-800-322-6542) BEFORE DIGGING
- 2 THE PROPERTY DESCRIBED HEREIN CONTAINS 1 LOT:
- 3 THE PROPERTY DESCRIBED HEREIN CONTAINS 1 BLOCK
- 4 THE PROPERTY DESCRIBED HEREIN CONTAINS 14.44 ACRES
- 5 BEARING W/40E OKLAHOMA STATE PLANS COORDINATE SYSTEM
- 6 THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A NAME OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY,
OKLAHOMA, MAP NO. 10000, DATED 1987, SHOWING A 2000' WIDE STRIP
THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREIN AS LOCATED IN ZONE
D, WHICH INDICATES THAT THE PROPERTY HAS BEEN DETERMINED TO BE OUTSIDE OF
THE 0.2% ANNUAL CHANCE FLOOD PLAIN



LUTHERAN CHURCH PROPERTY

Unplatted
10' R/W BY LUTHERAN CHURCH

60' GENERAL UTILITY EASEMENT
BY
ARK ECONO STORAGE LLC



To: HONORABLE MAYOR AND CITY COUNCIL
From: Julie Casteen, Finance Director
Date: January 13, 2016
Subject: FY2015-2016 BUDGET AMENDMENT and PURCHASE APROVAL

Background:

City staff is in the process of evaluating options to upgrade the City's emergency communications infrastructure and equipment. Various systems and long-term funding options are being explored, but in the meantime, the Police Department has identified an urgent need to replace aging equipment that is necessary to perform their daily duties.

The Department has been relying on scavenged parts to maintain the operability of their outdated radios until a new system is purchased, but they have reached the point where there are too few hand-held radios and in-car radios available to supply each officer with the tools critical to ensuring their safety while responding to emergency calls.

The purchase of radios was not budgeted in FY16; however, the Department has funding available in the Federal Forfeitures account to cover the purchase of the ten radios they are requesting. The monies in the Forfeitures account are restricted by federal law for use only to fund certain approved police expenditures, including equipment.

Staff Recommendation

Staff has reviewed the radio quote and recommends the following Council actions:

1. Approval of a Supplemental Appropriation in the General Fund in the amount of \$29,966.
2. Approval of the purchase of equipment from Harris Corporation at a cost not to exceed \$29,966.

Attachment

- A. Equipment quote from Harris Corporation
- B. Authorizing Resolution No. 16-01-03



Harris Corporation, RF Communications
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Chief Waller
Chief of Police
Glenpool Police Department
14536 S Elwood Ave
Glenpool, OK 74033
918.322.8110

Date: 1.13.16
Point of Contact: J. LaForge
Title: Area Sales Manager
Phone: 405.513.3895
Email Address: plaforge@harris.com
Quote created by: S. Donley
Quote Name: Glenpool PD 1.13.16

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale
10	EVXG-PB78B	PORTABLE,XG-75,764-870MHZ,SCAN,BLK-GRY	5	\$ 1,970.00	26%	\$ 1,457.80	\$ 7,289.00
20	MAEV-NPL3R	Feature,Max(1024+) System/Groups	5	\$ 0.01	26%	\$ 0.01	\$ 0.05
30	EVXG-NPL4F	Feature, P25 PHASE 2 TDMA	5	\$ 250.00	26%	\$ 185.00	\$ 925.00
40	EV-PL4U	Feature, Single-Key DES Encryption	5	\$ 0.01	26%	\$ 0.01	\$ 0.05
50	EV-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	5	\$ 1,600.00	26%	\$ 1,184.00	\$ 5,920.00
60	EV-PA3R	BATTERY,LI-ION,2400 MAH	10	\$ 80.00	35%	\$ 52.00	\$ 520.00
80	MAEV-NNC5X	ANTENNA,764-870 MHZ,1/4 WAVE,WHIP,FM	5	\$ 40.00	35%	\$ 26.00	\$ 130.00
90	MAEV-NAE9D	SPEAKER MIC,FM	5	\$ 135.00	35%	\$ 87.75	\$ 438.75
100	MAEV-NHC2G	Belt Clip,Standard,P7300	5	\$ 20.00	35%	\$ 13.00	\$ 65.00
110	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	5	\$ 2,300.00	26%	\$ 1,702.00	\$ 8,510.00
120	MAMW-NPL3R	Feature,Max(1024+) System/Groups	5	\$ 0.01	26%	\$ 0.01	\$ 0.05
130	MW-PL4F	Feature, P25 Phase 2, TDMA	5	\$ 250.00	26%	\$ 185.00	\$ 925.00
140	MW-PL4U	Feature, Single-Key DES Encryption	5	\$ 0.01	26%	\$ 0.01	\$ 0.05
150	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	5	\$ 1,600.00	26%	\$ 1,184.00	\$ 5,920.00
160	MAMW-NCP9E	Control Unit,CH721,Scan,Remote Mount	5	\$ 720.00	35%	\$ 468.00	\$ 2,340.00
170	MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	5	\$ 360.00	35%	\$ 234.00	\$ 1,170.00
180	MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	5	\$ 80.00	35%	\$ 52.00	\$ 260.00
190	AN-225001-001	Antenna,Element,700/800 3dB	5	\$ 90.00	35%	\$ 58.50	\$ 292.50
200	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	5	\$ 80.00	35%	\$ 52.00	\$ 260.00
TRADE IN PORTABLE			5			\$ (400.00)	\$ (2,000.00)
TRADE IN MOBILE			5			\$ (600.00)	\$ (3,000.00)
TOTAL						\$ 29,965.45	

Terms and Conditions:

- Acceptance of this quote in the form of an order released to Harris constitutes acceptance of Harris Corporation's Standard Terms and Sale, unless otherwise agreed to by both parties or noted by contract reference herein. The most current version of Harris Corporation Standard Terms and Conditions of Sale (available at <http://www.pspc.harris.com/Service/CustomService.asp>) are incorporated herein by reference and apply unless a superseding overriding agreement exists between the two companies.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable). These items may be waived based on the terms and conditions which are applicable to this quote (Items 1 and/or 6) and could be subject to change.
- Pricing valid 60 days from quotation date unless otherwise noted.
- HGAC Agreement (HGAC) terms and conditions apply. Please reference MBP# 11191. Shipping is FOB destination, shipping via Best Way, 5 day ground. Payment terms are Net30. RR Program: Please reference MPB# 16801 for trade in promotion.

IF A CUSTOMER RECEIVES A PRICE DISCOUNT (A TRADE-IN DISCOUNT) FROM EITHER: (1) TRADING IN A RADIO OWNED BY THE CUSTOMER AND THE TRADE-IN RADIOS ARE REQUIRED TO BE PHYSICALLY DELIVERED BY THE CUSTOMER TO A HARRIS RETURN LOCATION, OR (2) IF PERMITTED BY HARRIS, A WRITTEN STATEMENT OF DESTRUCTION OF THE TRADE-IN RADIOS (ACCOMPANIED BY PHOTOS OF THE DESTROYED RADIOS) CAN BE PROVIDED BY THE CUSTOMER TO HARRIS, THEN THE trade-in radios MUST be DELIVERED BY THE CUSTOMER TO THE Harris RETURN LOCATION OR THE PROOF OF DESTRUCTION PROVIDED BY THE CUSTOMER TO HARRIS within 60 days AFTER the CUSTOMER RADIO purchase order date. IF THE REQUIRED TRADE-IN RADIO OR, IF APPLICABLE, PROOF OF DESTRUCTION IS NOT DELIVERED TO HARRIS WITHIN THE 60 DAY DELIVERY PERIOD, Harris reserves the right to invoice the customer for THE TRADE-IN DISCOUNT AMOUNT FOR any TRADE-IN radios not returned or PROOF OF DESTRUCTION OF A RADIO NOT PROVIDED unless HARRIS AND THE CUSTOMER HAVE mutually agreed IN WRITING TO EXTEND THE END DATE OF THE DELIVERY PERIOD

Purchase Order requirements:

Purchase Order issued to Harris Corporation - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference as noted in #6 above

All orders must contain valid model number, quantity, and price for each item

Frequencies must be supplied with order if applicable

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

RESOLUTION NO. 16-01-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENPOOL AMENDING THE FY 2015-2016 ANNUAL BUDGET
IN COMPLIANCE WITH THE MUNICIPAL BUDGET ACT AND
APPROVING THE PURCHASE OF EMERGENCY
COMMUNICATIONS EQUIPMENT**

WHEREAS, Oklahoma Statutes, Title 11, Sections 17-201, *et seq.*, (the “Municipal Budget Act”) require any incorporated city which, by resolution of the governing body, has opted to come under and comply with the provisions and requirements of the Municipal Budget Act to prepare and approve an annual budget for the purposes set forth therein; and

WHEREAS, The Glenpool City Council duly adopted by resolution, following notice and public hearing thereon, the Annual Budget for FY 2015-2016 at its regular session on June 15, 2015; and

WHEREAS, The Municipal Budget Act expressly authorizes the governing body to amend the budget to authorize supplemental appropriations as the governing body deems necessary and appropriate; and

WHEREAS, The need to replace aging and unrepairable police emergency communications equipment has been identified; and

WHEREAS, Funding is available in the Police Federal Forfeitures restricted fund balance to cover the cost of the needed equipment; and

WHEREAS, The Glenpool City Council deems it necessary and appropriate to amend the budget as provided, and for the purposes stated, herein.

BE IT THEREFORE RESOLVED by the City Council of the City of Glenpool **THAT**:

1. The Annual Budget for fiscal year 2015-2016, as approved on June 15, 2015, be and hereby is amended as follows:

General Fund	SOURCE	USE
Transfer from Restricted Fund Balance	\$29,966	
Capital Expenditures - Police		\$29,966

2. The purchase of ten (10) radios from Harris Corporation in an amount not to exceed \$29,966 is hereby approved.

PASSED AND APPROVED by the City Council of the City of Glenpool this 19th day of January 2016.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

December 22, 2015

City of Glenpool
Attn: Susan White
P.O. Box 70
Glenpool, OK 74033-0070

RE: Member : City of Glenpool
Claimant : AT&T
Date of Loss : 9/16/2015
Claim No. : 201260-LR

Dear Ms. White:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Glenpool that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Glenpool. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 2/1/16, you must deny this claim in writing before 2/1/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Lori Randall
Claims Adjuster

Susan White

From: Lori Randall [lrandall@omag.org]
Sent: Thursday, January 14, 2016 4:15 PM
To: Susan White
Subject: Claim # 201260-LR

Dear Susan,

Here is the basis of our denial for this claim. In the back of the 2014 Excavator Guide there is a copy of the Oklahoma Underground Facilities Damage Prevention Act. Exemption 142.11 states that notwithstanding anything which may be contained in this act to the contrary, public agencies engaged in work within the public right-of-way which work is a routine maintenance shall be exempt from the provisions of this act. Hope this helps. Feel free to call me if you need anything else.

Thanks,
Lori

Lori Randall
Claims Adjuster
lrandall@omag.org

Oklahoma Municipal Assurance Group
3650 S. Boulevard St.
Edmond, OK 73013
Phone: (405) 657-1441
Fax: (405) 657-1401
[OMAG Web Site](#)

Follow us on:



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TORT CLAIM VOUCHER

RECEIVED

SBC Claim # SWBT-04-2015 10 01 0011

NOV 03 2015

CITY OF GLENPOOL

TODAY'S DATE: OCTOBER 27, 2015

CLAIMANT: SOUTHWESTERN BELL TELEPHONE COMPANY
dba AT&T Oklahoma
909 CHESTNUT, 39-N-13
ST. LOUIS, MO 63101-3099
314-235-5336 or 1-800-894-0374

DATE OF DAMAGES: SEPT 16, 2015
LOCATION OF DAMAGES: 13800 S UNION PL
MANNER IN WHICH DAMAGE OCCURRED: CITY OF GLENPOOL WAS CLEANING DITCH.
ITEMS DAMAGED: CABLE CUT
VALUE OR COST OF REPAIR: (BILL IS FORTHCOMING UNDER SEPARATE COVER.)
TOTAL AMOUNT CLAIMED: UNDETERMINED AT THIS TIME

CITY OF ST. LOUIS) S.S.
STATE OF MISSOURI)

Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma being duly sworn, says on its oath that the within and foregoing claim of damages is correct and that the damage actually occurred; and that the amount claimed is reasonable and that no part thereof has been previously paid.

Signature

Subscribed and sworn to before me this 29 day of October, 2015.

NOTARY PUBLIC Bradley W. Bettis

My Commission Expires:
06-06-2016



FAX MESSAGE
FROM
OMAG
Oklahoma Municipal Assurance Group
3650 S. BOULEVARD, EDMOND, OK 73013-5581

PAGE 1 OF 3

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 11/5/15	FAX: 918-209-4626
TO: City of Glenpool	ATTN: Susan White
FROM: OMAG Claims Department	RE: Acknowledgement Letter & Questionnaire

NOTES/COMMENTS:

Upon completion of the Questionnaire, please email, fax or mail it to:

Lori Randall
OMAG
3650 S. Boulevard
Edmond, OK 73013-5581

lranda1l@omag.org

405-657-1400
405-657-1401 (Fax)

**Oklahoma Municipal Assurance Group**3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 5, 2015

City of Glenpool
Attn: Susan White
12205 S. Yukon Ave.
Glenpool, OK 74033

Re: Member	:	City of Glenpool
Claimant	:	AT&T
Date of Loss	:	9/16/2015
Claim Number	:	201260-LR

Dear Ms. White,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Lori Randall
Claims Examiner

LR/jp

OMAG INCIDENT REPORT FOR DAMAGE TO BURIED CABLES

Member : City of Glenpool
Date of Incident : 9/16/2015
Location of Incident : 13800 S. Union Place, Glenpool, OK
Our Claim No. : 201260-LR
AT&T Claim No. : 04-2015-10-01-0011
Damage Description : City cut cable cleaning ditch

Instructions: Please complete this questionnaire and attach or identify any supporting documentation. Use back if additional space is required for response.

1. Was there a "locate" called in to OKIE? Yes When? 9-4-15 Locate No. 15090416482674
2. Was the damage due to an emergency City response and if so how long after the call to OKIE did damage occur? No
3. Were all services/ lines marked properly? Yes
4. Please advise type of equipment being used (hand tools – backhoe etc) Trachoe
5. Were there any damage photographs taken? No
6. Was City digging within 2 ft on either side of the markings? No
7. Was damage due to road repair? No Was cable imbedded in concrete? No
Was proper care taken to remove concrete without damaging marked cable? NA
8. Please fully describe incident details including depth of cable damaged as well as any irregular route of the cable (looping out of the 4 ft. allowance etc):
I was cleaning out ditch with trachoe from 137th to 138th on the west side of Union Pl. by scraping off the top inch or two from the bottom of the ditch. Removing the dirt build up to make the ditch drain better for the Auto source car lot. I saw the AT&T line marked and barely scraped an inch of dirt from bottom of ditch in thinking the line would be deeper when I pulled it.
[Signature] Equipment Operator [Signature] Department Supervisor

Contact No. 918-857-8696

Contact No. _____

FAX OR MAIL THE COMPLETED FORM TO: OMAG; 3650 S. Boulevard, Edmond, OK 73013

FAX: (405) 657-1401 Phone: (405) 657-1400

Ticket Information

TICKET 15090416482674 OK PORTAL 09/04/2015 16:52:02
RKORT 5624 OKOCS 09/04/15 16:50:41 15090416482674 NORMAL

=====// OOC SI LOCATE REQUEST //=====

TICKET NUMBER--[15090416482674]
OLD TICKET NUM-[]

MESSAGE TYPE--[NORMAL] LEAD TIME--[48]
PREPARED-----[09/04/15] AT [16:48] BY [DMARTIN]

CONTRACTOR--[CITY OF GLENPOOL] CALLER--[DANNY ADAMS]
ADDRESS-----[12205 S YUKON AVE]
CITY-----[GLENPOOL] STATE--[OK] ZIP--[74033]
CALL BACK---[] PHONE--[(918) 322-5409]
CONTACT-----[CHUCK BERRYHILL] PHONE--[(918) 734-4675]
CONTACT FAX-[] EMAIL--[GSIMMONS@CITYOFGLENPOOL.COM]

WORK TO BEGIN--[09/09/15] AT [17:00:00] STATE [OK]
COUNTY-[TULSA] PLACE--[GLENPOOL]

ADDRESS-----[] STREET--[S][UNION][PL][]
NEARBY MAJOR INTERSECTION-[US HWY 75 AND W 141ST ST S]
LATITUDE--[35.963986] LONGITUDE--[-96.012807]
SECONDARY LATITUDE--[35.965714] SECONDARY LONGITUDE--[-96.011943]

ADDITIONAL ADDRESSES IN LOCATION--[N]

LOCATION INFORMATION--
[CLEANING OUT DITCH LINES -- FROM THE INT OF W 137TH ST S AND S UNION PL --]
[LOC WEST SIDE OF ROAD, WORKING SOUTH TO W 138TH ST S -- WILL BE MARKED WITH]
[STAKES AND ORANGE PAINT]

WORK TYPE--[DITCH WORK/CLEANING] DONE FOR--[CITY OF GLENPOOL]
EXTENT-----[UNKNOWN] ACCESS ISSUES--[N]

EXPLOSIVES--[N] WHITE PAINT--[N] GRID GIVEN--[N]
DIRECTIONAL BORING--[N] MULTIPLE TICKET--[N]

GRIDS-----
[12EI17N10NE] [12EI17N10SE] [12EI17N11NW]
[12EI17N11SW]

UTILITIES NOTIFIED--

CODE	NAME	CODE	NAME
S00377	USIC/COX COMM/TULSA S00377	S00445	USIC/ONG/EAST OK S00445
S00219	ONG/GAS TRANSMISSION LI...	T06040	CREEK CO RWD 2 T06040
T09195	GLENPOOL CITY OF - T09195	T01506	USIC/OG&E/SAPULPA T01506
T03265	TULSA CTY OF WATER/SEWE...	S00379	SUNOCO PL/MIDCONT FUEL ...
T11158	USIC/AT&T T11158		

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
SPECIAL MEETING

A Special Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority special meeting, Tuesday, January 19, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** Scheduled Business
 - 1)** Discussion and possible action to authorize staff to negotiate an interim contract with an ambulance service provider, and becoming effective February 1, 2016.
(Susan White, District Administrator)
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, _____ at _____ am/pm.

Signed: _____
District Clerk/Secretary