

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, May 2, 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 – Julie Casteen, Deputy City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Pastor Rick Tabisz, King of Kings Lutheran Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**
- F) Community Development Report – Lynn Burrow, Community Development Director**
- G) City Manager Report – Roger Kolman, 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 April 18, 2016 meeting.**
 - 2) Opening of Public Hearing regarding application for zone change referred from Planning Commission, # GZ-255.
(Timothy Lee Fox, Mayor)**
 - 3) Closing of Public Hearing regarding application for zone change referred from Planning Commission, # GZ-255.
(Timothy Lee Fox, Mayor)**

- 4) Discussion and possible action to adopt Ordinance No. 720, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Residential Single Family Highest Density District (RS-4), Under Application GZ-255; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.
(Rick Malone, City Planner)
- 5) Acknowledgement, receipt, discussion and possible action with respect to a certain "Request for Moratorium" as presented to the City of Glenpool by Glenpool Residents and Landowners, dated April 26, 2016.
(Lowell Peterson, City Attorney)
- 6) Discussion and possible action to approve the Final Plat of Sunoco Logistics Glenpool Butane Blending Facility, 10.671 acres located approximately 1000 feet north of the northeast corner of 131st Street and US 75.
(Rick Malone, City Planner)
- 7) Discussion and possible action to approve construction change order number 1 with Goins Enterprises, Inc., amending the 2016 public infrastructure construction contract pertaining to the construction and installation of a water tower and related water lines in the City of Glenpool and increasing the total cost of that contract by \$28,934.00.
(Lynn Burrow, Community Development Director)
- 8) Discussion and possible action to declare by majority vote of the remaining members of the City Council that a vacancy exists on the Council for Ward 4.
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action to notify the public that the Council will: receive applications from qualified electors who reside in Ward 4 to fill the vacant Council seat from that ward for a period of thirty days; give full consideration of such applications in a public workshop to be held in June 2016; and appoint, on or before June 17, 2016, by majority vote of the Council a qualified elector to fill the vacancy until the next municipal election to be held in April of 2017.
(Lowell Peterson, City Attorney)
- 10) Discussion and possible action to authorize Mayor Fox to attend ICSC RECon in Las Vegas, NV and pay all related costs, as set forth in Sec. 14 Expenses, The Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool.
(Timothy Lee Fox, Mayor)
- 11) Discussion and possible action to approve a lease agreement between the City of Glenpool and Tulsa Community College for real property located at 140 W. 141st Street, Glenpool, OK.
(Roger Kolman, City Manager)

L) Adjournment

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

Signed: _____
Deputy City Clerk

Community Development Director's Report

April 28, 2016

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors & Board Members

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.

City/Public Related Activities and Projects:

Glenpool Vision 2025 Projects:

Water Storage Facility and Supporting Waterline Installation: (Gions Enterprises, Inc.)

- Goins Enterprises was authorized to begin construction on February 2, 2016 and has 270 calendar days to complete the project - on or before October 28, 2016.

Current Contractor Work Progress:

- All materials for the waterline installation portion of the project have been delivered, stored, and inventoried at the water tower site on 156th Street.
- The subcontractor performing the two waterline bores under 151st Street has completed the both the 8" waterline bore the 12" waterline bore.
- The General Contractor has installed all required 8" diameter waterline south of 151st Street leaving only approximately 350 lf to be installed on the north side of 151st Street to complete that portion of the project. All 12" waterline piping specified for the project has been fully installed.
- The Subcontractor constructing the water tower concrete base and foundation has fully completed that portion of the project.
- The Subcontractor fabricating and installing the water tower steel structure has delivered all ten (10) tractor trailer loads of steel parts and related materials to the tower site.
- Actual tower erection began April 25th.
- It is estimated that tower erection will take approximately sixty (60) calendar days to complete.

- Tower exterior painting and interior corrosion proofing is estimated to take 40 calendar days to fully complete after the steel erection has been completed.
- Full project completion is anticipated sometime in September – barring any major weather delays.

On-going Private Development and/or Building Projects:

Glenpool Medical Clinic: (Commercial Development and Building Project)

- This Project is located in Montapp Addition near 121st Street on the west side of Yukon Avenue.
- The building and development construction on this project is currently in the final stages of completion.
- Full project completion is anticipated by approximately June 1st.

Dumond Business Office: (Commercial Development and Building Project)

- This project is located in MonTapp Addition on the east side of Yukon Avenue and immediately north of the Bonnet Dental Clinic.
- The project consists of the development of a 1.9 acre site and the construction of a 6,000 s.f. single story office building serving as the corporate headquarters of Simple Simons Pizza Company.
- The project is currently in the building framing stage of construction.
- Full project completion is anticipated in September, 2016.

Wades RV Supercenter: (Commercial Development and Building Project)

- This project is located on a ten acre tract at the northeast corner of 161st Street and U.S. Highway 75 – immediately north of Tractor Supply.
- The project consists of the development of site related improvements and numerous building structures to be used for the sale and storage of a large number of RV type motor homes, coaches, and travel trailers – similar to the Wades RV facility currently located on 121st Street.
- The project is planned to be completed in several construction phases.
- Phase I and a portion of what was anticipated as Phase II of the project are currently under way with four individual buildings and supporting site improvements under construction in various stages of completion.
- The completion of Phase I and Phase II of the project are anticipated by July 1st.

Cotton Creek Mini Storage:

- This project is located on 181st Street west of U.S. Highway 75
- The storage buildings being constructed as part of the improvements for Phase I of this project are fully complete.
- The site improvements supporting the project are approximately 75% complete
- Full project completion is anticipated approximately July 1st.

Current Status of City of Glenpool Grant Projects:

2015 Community Development Block Grant Project: CDBG

- This project consists of the renovation of certain elements of the Senior Citizen Activity Center located in Black Gold Park.
- Generally, the project will upgrade this facility by incorporating eleven (11) different sub-projects that will address deficiencies that exist currently related to ADA accessibility issues.
- The project was placed out to public bid with bids received and read March 28th.
- The resulting low bid was submitted by S & J Construction Specialist headquartered in Sapulpa.
- The approval and authorization to accept the low bid was heard, approved, and contract authorized at the April 4th City Council meeting.
- Start of construction is anticipated approximately May 2nd.
- By contract, the Contractor will be given 120 days to fully complete the project work – September 1, 2016

Oklahoma Department of Transportation Grant Project:

- This project consists of the construction pedestrian sidewalks generally connecting the South County Community Recreation Center with the Glenpool school property on Warrior Road.
- Robert L. Shears and Associates and The Cowan Group have been selected as the project design consultants.
- A pre-design and kick-off meeting with ODOT and the project consultants was held March 25th to initiate the design portion of the project
- It is anticipated that the technical design and approval portion of the project will be completed by approximately November, 2016.
- Full project completion is estimated to be approximately July, 2017.

Current Planning Department and Planning Commission Activities:

Sunoco Glenpool Butane Blending Facility: (Submitted by SVT Energy Services, Inc.)

- This project is located at 127th Street on the east side of US Highway 75.
- The Conditional Final Subdivision Plat has been submitted and is set for review by the TAC on 4/1/16 and by the Planning Commission on 4/11/16 and by the City Council on 5/2/16.

GZ-255 Residential Project Submitted by Summit Properties)

- This project is located immediately east and south of Phase I of Mansfield Lane Addition and also fronts onto 151st Street consisting of approximately 70.03 acres .

- The applicants are revising PUD and Subdivision plat e reconfigured their PUD and Mansfield Lane Blocks 5-13 subdivision plat accordingly. PC: 4/11/16 CC: 5/2/16.

PUD#33/(Preliminary Plat Mansfield Lane Blocks 5 thru 13): (Residential Project Submitted by Summit Properties)

- This project is located immediately east and south of Phase I of Mansfield Lane Addition and also fronts onto 151st Street consisting of approximately 70.03 acres .
- The applicants are revising the PUD and Subdivision plat and this will be rescheduled to be heard by the Planning Commission upon receipt and review of the revised PUD text and subdivision plat.

Glenpool Comprehensive Plan Amendment/Rezoning GZ-252/PUD-31 & Preliminary Plat: (Crossings at 126th Street Addition.)

- Rausch Coleman is requesting to rezone 20 acres located at the SW/comer of 126th Street and Vancouver Ave from AG to RS-4 in order to allow 68 lots that are proposed to be approximately 65' X 140' in size. PC: 5/9/16, CC: 5/16/16.

Re-zoning: GZ-253/PUD 32/Preliminary Subdivision Plat: Elwood Heights.

- Rausch Coleman Properties has made application to re-zone a 50 acre tract located at the northeast comer of 151st Street and Elwood Ave from AG to RS-4 in order to develop 168 single family residential lots averaging 65' X 140' in size. PC: 5/9/16, CC: 5/16/16.

Re-zoning: GZ-254- 21st Place Investments Group.

- Request to rezone the undeveloped portion of Phillips Corner Addition (approximately 25.91 acres) located at the southeast comer of 121st Street and US Highway 75 from CS (Commercial Shopping) to CG (Commercial General). PC: 5/9/16, CC: 5/16/16.

Current Building & Inspection Department Activities: April, 2016:

Current Commercial Projects Permitted for Construction:

- Cotton Creek Mini Storage: Located on 181st Street - west of U.S. Highway 75.
- Sundown Marine: Located south of 158th Street and west of U.S. Highway 75
- Glenpool Medical Clinic: Located in MonTapp Addition.
- Wades RV Supercenter: Located on 161st Street - east of U.S. Highway 75
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- Dumond Office Building: Located in MonTapp Addition
- St. Francis Health System Hospital; Located on 151st Street - east of U.S. Highway 75

Glenpool Residential and Commercial Building Permit Statistics – April, 2016

- | | |
|--|-----------|
| • New Residential Permits Issued in April, 2016: | 6 Total |
| • New Commercial Permits Issued in April, 2016: | -0- Total |
| • Current Active Residential Permits: | 69 Total |

- Current Active Commercial Permits: 9 Total
- 2015 Residential Permits thru April: 53 Total
- 2016 Residential Permits issued thru April: 26 Total
- 2015 Commercial Permits Issued Thru April: 4 Total
- 2016 Commercial Permits Issued Thru April: 5 Total

Code Enforcement Department: April, 2016

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 March:

- Year-to-date Complaint Calls Received and Investigated: 115
- Public Nuisance Cases Open thru April 27th: 39
- New Cases Processed in March:
 1. Calls reporting high grass: 15
 2. Structures damaged by fire: -0-
 3. Vehicles illegally parked: 17
 4. Nuisance abatements performed by City personnel: -0-
 5. Residences without water service: 7
 6. Tulsa County Health Department Citations: -0-
 7. Illegally placed signs: 31
 8. Damage to public facilities citations: -0-

MINUTES

CITY COUNCIL MEETING

April 18, 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 Timothy Fox, Mayor.

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

Also present were: Fr. Sam Gordin, Anglican Church of the Resurrection, and Steve Boettcher, INCOG.

- A) Mayor Fox called the meeting to order at 6:30 p.m.**
- B) Julie Casteen, acting City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Fr. Sam Gordin offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Chamber of Commerce Report – T.A. Hollis, Chairman**
 - Dru Tate presented the Report in Mr. Hollis' absence. She reported on membership activities and upcoming events.
- F) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman reported that the three April 5th Sales Tax Propositions passed with a wide margin.
 - Glenpool will host its Second Annual Car Show on April 30th from 10 a.m. to 2 p.m. on 141st Street. Mr. Kolman encouraged citizens to plan to take alternative routes for all through traffic.
 - Mr. Kolman has planned a tour of the Mr. Murph Recycling Center in Tulsa on May 5th to explore possibilities for curb-side recycling services in Glenpool.
 - Strategic planning efforts are underway with Roger Randall. Further information will be presented to Council in the near future.
- G) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox announced that he had attended the monthly INCOG board meeting last week.
 - He also attended the Tulsa Regional Chamber meeting and emphasized that he desires the City to become more involved with the organization's efforts.
- H) Council Comments**
 - Councilor Ballew announced her resignation from Council in order to accept an opportunity which she feels conflicts with her position on the City Council. She stated she will follow up with an official letter of resignation.

I) Public Comments

- None.

J) Recognition of Employee of the Month – Timothy Fox, Mayor

- Mayor Fox read a letter addressed to Kim Barrett, Glenpool Utility Billing Supervisor, recognizing her as March 2016 Employee of the Month. He expressed his gratitude for her enthusiasm and dedication to her job.

K) Scheduled Business

1) Discussion and possible action to approve minutes from April 4, 2016 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) Public hearing for the purpose of receiving comment and recommendations on suggested projects for the 2016 Community Development Block Grant (CDBG) application.

Rick Malone, City Planner, explained the purpose of the public hearing was to receive recommendations on community development needs for the City of Glenpool as a member of the Tulsa County Community Development Block Grant, (CDBG) Urban County. Mayor Fox called the Public Hearing to order at 6:47 p.m.

Mayor Fox read a letter from Shayne Buchanan recommending improvements and expansion of the basketball courts in Black Gold Park to be funded with the potential CDBG grant monies.

Mr. Malone stated that no further public comments had been received and that the grant application had been prepared specifying additional improvements for the Senior Citizen building consisting of a new roof, HVAC improvements and other interior improvements to be piggy-backed with the current CDBG improvement project underway.

Mr. Malone stated that, if funded by Tulsa County, the City would receive approximately \$72,645 in Tulsa County FY 2016 CDBG funds from the U.S. Department of Housing and Urban Development and, when combined with City matching funds of \$7,264, the available project funding will total \$79,909.

Mr. Malone introduced Steve Boettcher with INCOG. Mr. Boettcher stated the Senior Center automatically qualifies as a low-to-moderate income project, a requirement of the grant, whereas the proposed Black Gold Park project would require an income survey to determine the project area eligibility for CDBG grant

funding. Councilor Agee asked if infrastructure projects are eligible for CDBG funds. Mr. Boettcher stated that water lines, sanitary sewer, street, and park improvement projects all qualify as activities eligible to receive CDBG funding. Ms. Agee stated that the income survey should be conducted to allow for sanitary sewer projects to be considered for funding in the next grant cycle. Mr. Malone stated that the City would proceed with the income survey in order to help identify areas eligible for future grant opportunities for the application period in the next fiscal year.

Mayor Fox closed the Public Hearing at 6:56 p.m.

3) Discussion and possible action to adopt Resolution No. 16-04-02, A Resolution Of The City Of Glenpool Approving The City Of Glenpool's Application To The Tulsa County Urban County Community Development Block Grant (2016) In The Amount Of \$73,412.21 For Purpose Of Funding The Construction Of Upgrades To The Glenpool Senior Center, And Approving An Expenditure Of \$8,156.90 Of Matching Funds For A Project Total Of \$81,569.00.

Rick Malone presented the application and Resolution related to the 2016 CDBG grant. Mr. Malone described changes to the requested funding amount, revising the CDBG estimated funding to \$72,645. When combined with City matching funds of \$7,264, the estimated project totals \$79,909. Councilor Kearns asked what improvements were planned for the Senior Center. Mr. Lynn Burrow, Community Development Director, stated the improvements include a new roof, guttering, HVAC system replacement, as well as new tile in the kitchen and other areas of the building.

MOTION: Councilor Kearns moved, second by Councilor Agee to adopt Resolution No. 16-04-02 approving the City's application for CDBG funding.

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

AGAINST: None

Motion carried.

4) Discussion and possible action on Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, to Lease Black Gold Park Concession Stand under the terms and conditions set forth therein for a term of one year.

Mr. Burrow submitted for approval the Lease Agreement with Mr. Nozak. Mr. Burrow advised that Mr. Nozak operated the concessions last year and the lease terms remain the same as last year. Mr. Burrow stated that maintenance issues encountered last year have been addressed with Mr. Novak. Councilor Agee stated that comments on social media regarding the concession operations have been positive.

MOTION: Councilor Agee moved, second by Vice-Mayor Ceesay to approve a lease agreement with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut to operate the concession stand in Black Gold Park for a term of one year.

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

AGAINST: None
Motion carried.

- 5) **Discussion and possible action to approve the purchase and installation of traffic signal control equipment and a battery backup system from SignalTek in an amount not to exceed \$36,325 related to the traffic signal at 141st Street and U.S. Highway 75.**

Mr. Burrow described the project and recommended Council approval of the purchase and installation of the proposed equipment. Mr. Burrow recommended replacement of the existing closed wire signal loops with a thermal-imaging camera system that would modernize and improve control at the intersection.

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the purchase as recommended by Mr. Burrow in an amount not to exceed \$36,325.

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

AGAINST: None
Motion carried.

- 6) **Discussion and possible action to enter into a contingent reimbursement agreement between the City of Glenpool and 2SP Partners, LLC regarding the development of a Chicken Express restaurant in Glenpool, Oklahoma.**

Mr. Kolman presented a proposal that provides reimbursement to the developer of the Chicken Express restaurant site for interior finish costs associated with construction of the restaurant. The maximum reimbursement of \$150,000 is to be funded from sales tax generated by the restaurant spread out over four years.

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to authorize the agreement with 2SP Partners, LLC.

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

AGAINST: None
Motion carried.

- 7) **Discussion and possible action to adopt a budget calendar for the FY 2016-2017 annual city budget.**

Ms. Casteen, Finance Director, presented the proposed budget calendar outlining statutory deadlines associated with the FY16-17 Budget process.

MOTION: Councilor Kearns, second by Mayor Fox to approve the budget calendar as presented.

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

AGAINST: None
Motion carried.

- 8) **Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Rural Water District No. 2, Creek County ("Creek-2") for the**

purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as “Reserved Creek-2 Water Customers” in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties.

Mr. Peterson, City Attorney, presented the essential points of a proposed agreement with Creek-2. The proposed agreement provides a mechanism for developers to obtain domestic potable water from Creek-2, while making water from Glenpool lines available for fire suppression services to properties they have purchased that are on the list of Creek-2 Reserved Customers.

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the essential points of the agreement and authorize the City Attorney to complete negotiations of a final agreement for execution by the Mayor.

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

AGAINST: None

Motion carried.

9) Discussion and possible action to schedule a public hearing regarding planning and zoning cases GZ 255 and PUD 33 to be held on May 2, 2016.

Mr. Malone stated that the PUD 33 case will come under separate consideration at a later date and that only the GZ 255 zoning case was being considered for the scheduling of a public hearing. Mr. Malone presented information from the proceedings of the April 11, 2016, Planning Commission meeting regarding the zone change application made on behalf of Summit Properties.

MOTION: Vice-Mayor Ceesay, second by Councilor Kearns to schedule a public hearing regarding zoning case GZ 255 to be held on May 2, 2016.

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

AGAINST: None

Motion carried.

L) Adjournment.

- Meeting was adjourned at 7:33 p.m.

Date

Mayor

ATTEST:

City Clerk

**NOTICE OF A HEARING BEFORE THE
CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA**

CASE NUMBER GZ-255

Notice is hereby given that a public hearing will be held before the Glenpool City Council on Monday May 2nd, 2016, at 6:30 p.m. This meeting will be held at the Glenpool Conference Center/City Hall which is located at 12205 South Yukon Avenue, Glenpool, Oklahoma on the 3rd Floor in the City Council Chambers. At which time and place consideration will be given to the proposed change of zoning classification of property located east of the northeast corner of 151st Street (Hwy 67) and Elwood Ave, Glenpool, Oklahoma.

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. DESCRIBED AS FOLLOWS: THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF,

LESS AND EXCEPT: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4)

AND LESS AND EXCEPT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1985.38 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) A DISTANCE OF 143.19 FEET; THENCE N 84° 15' 02" E A DISTANCE OF 64.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 277.63 FEET, AND WHOSE CHORD BEARS N 84° 35' 44" E A DISTANCE OF 277.62 FEET; THENCE N 05° 03' 34" W A DISTANCE OF 15.00 FEET; THENCE A LONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS N 85° 20' 28" E A DISTANCE OF 322.52 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 661.79 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE POINT OF BEGINNING; THENCE A LONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS S 85° 20' 28" W A DISTANCE OF 322.52 FEET; THENCE S 05° 03' 34" E A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 29.44 FEET, AND WHOSE CHORD BEARS S 84° 54' 14" W A DISTANCE OF 29.44 FEET; THENCE N 01° 08' 35" W A DISTANCE OF 199.53 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 140.48 FEET; THENCE S 88° 34' 32" E A DISTANCE OF 60.06 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 36" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 311.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 01° 07' 36" W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 88° 35' 39" E, ALONG THE NORTH LINE

OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 287.78 FEET; THENCE S 01° 07' 36" E A DISTANCE OF 350.14 FEET; THENCE S 88° 36' 13" W A DISTANCE OF 287.78 FEET, TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 2, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2647.16 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 360.69 FEET TO THE POINT OF BEGINNING; THENCE S 88° 52' 44" W A DISTANCE OF 150.05 FEET; THENCE N 88° 33' 13" W A DISTANCE OF 60.06 FEET; THENCE S 88° 52' 44" W A DISTANCE OF 140.48 FEET; THENCE S 01° 07' 16" E A DISTANCE OF 199.53 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 248.18 FEET, A CENTRAL ANGLE OF 00° 37' 01", A CHORD BEARING OF S 84° 34' 52" W AND A CHORD DISTANCE OF 248.18 FEET, TO A POINT OF TANGENCY ON SAID NORTH RIGHT OF WAY LINE; THENCE S 84° 16' 21" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 64.27 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 16" W, ALONG SAID EAST LINE, A DISTANCE OF 518.01 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE S 88° 36' 02" W, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 374.31 FEET, TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE S 01° 07' 13" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 36" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2 AND A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 01° 07' 13" W, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4) AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE CONTINUING N 01° 07' 13" W, CONTINUING ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1983.44 FEET, TO THE NORTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 88° 34' 40" E, ALONG THE NORTH LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1324.13 FEET, TO THE NORTHEAST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE S 01° 07' 18" E, ALONG THE EAST LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2284.59 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 68.6380 ACRES / 2,989,884.11 SQUARE FEET.

FROM AG (Agriculture district) to RS-4 (Residential single-family highest density district)

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2647.17 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK AND THE POINT OF BEGINNING; THENCE A LONG A CURVE TO THE LEFT, AND ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23068.31 FEET, AN ARC DISTANCE OF 322.80 FEET, A CENTRAL ANGLE OF 00° 48' 06", A CHORD BEARING OF S 85° 21' 49" W AND A CHORD DISTANCE OF 322.80 FEET; THENCE S 05° 02' 15" E, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 29.44 FEET, A CENTRAL ANGLE OF 00° 04' 23", A CHORD BEARING OF S 84° 55' 34" W AND A CHORD DISTANCE OF 29.44 FEET; THENCE N 01° 07' 16" W A DISTANCE OF 199.53 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 140.48 FEET; THENCE S 88° 33' 13" E A DISTANCE OF 60.06 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE S 01° 07' 18" E, ALONG SAID EAST LINE, A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 1.3924 ACRES / 60,652.16 SQUARE FEET.

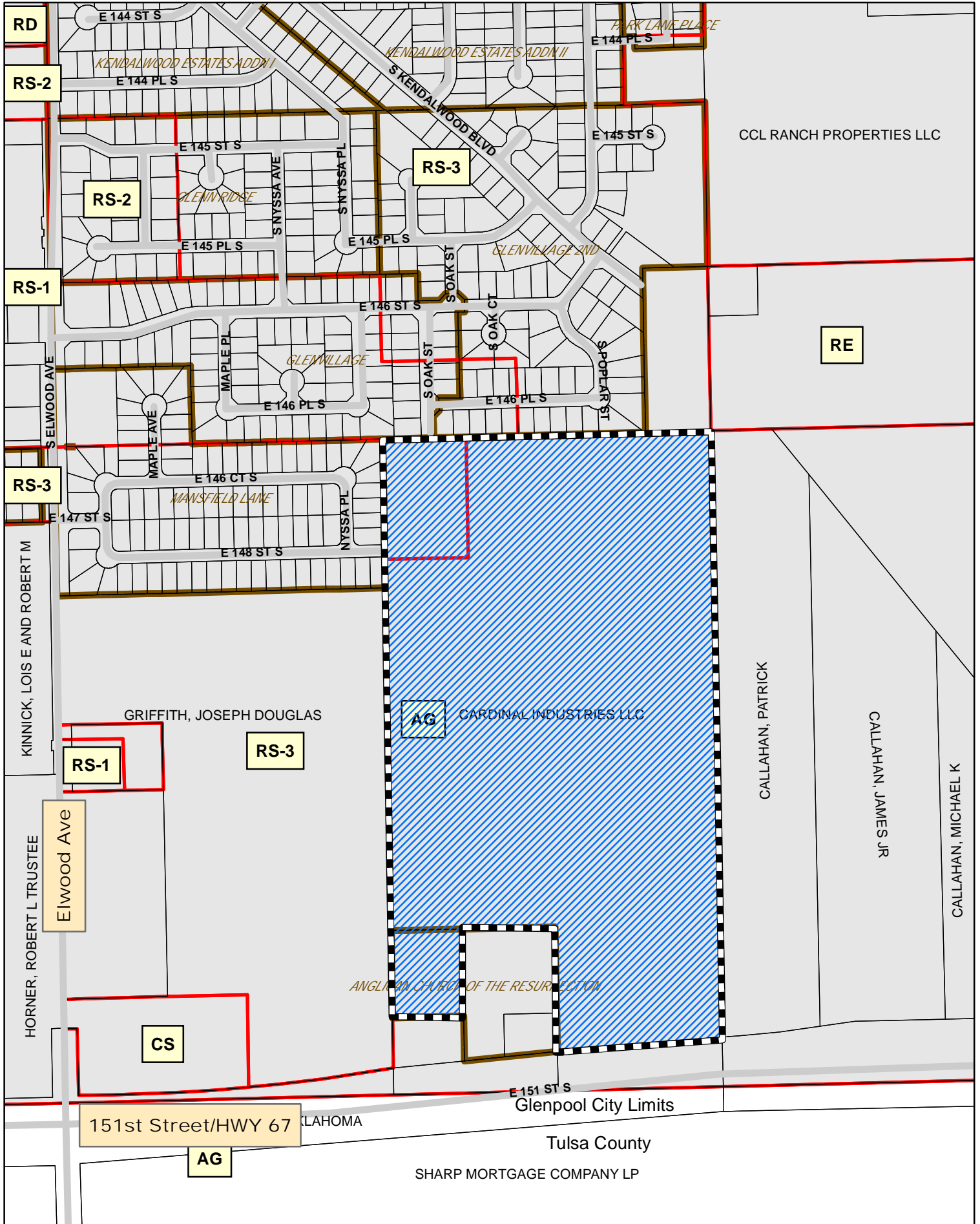
FROM AG (Agriculture district) to CG (Commercial general district)

All persons interested in this request are invited to attend. The Planning Commission took no action on this application on Monday, April 11, 2016, and has filed no recommendation with the City Council. The Council will review the application and render its own findings and decision.

Dated at Glenpool, Oklahoma, this the 13th day of April, 2016.

Please send copy of notice to:

Rick Malone
c/o City of Glenpool
12205 South Yukon Ave
Glenpool, Ok 74033
rmalone@cityofglenpool.com



MEMORANDUM

TO: THE GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: GZ-255: Request from Barrick Rosenbaum, representing Summit Properties Inc to change the zoning from AG to RS-4 and CG. This property is located approximately ¼ mile east of the northeast corner of 151st street (US 67).

DATE: **MAY 2nd, 2016**

BACKGROUND:

This rezoning request is asking to rezone 68.63 acres from AG to RS-4 and 1.3924 acres from AG to CG in order to allow for the second phase of Mansfield Lane Addition. This 70.03 acre tract is proposed to be divided into residential lots, reserve areas and 2 commercial lots.

- Along SH-67 (151st) between 33rd West Avenue to Lewis Avenue to the east, (SH-67 Corridor) commercial Uses shall be encouraged to develop as PUD's.
- The four-lane widening of SH-67 (151st Street) from US-75 east to Bixby was completed in 1998 and completed in 2003 to the west to Kiefer.

COMPREHENSIVE PLAN/ZONING:

The *Glenpool Comprehensive Plan* provides the basis for the City's zoning policy. This property is in the "Special District 4. 151st Street (Sh-67) From 33rd W. Ave. east Of US-75 to extend eastward to Lewis Avenue and has been re-designated as SH-67 Corridor." The Comprehensive Plan calls for Low Intensity Residential on the bulk of the tract and Corridor District for the southern 300'. Given that all residential single family dwelling use is deemed to be of low intensity, the request is "IN

CONFORMANCE WITH THE COMPREHENSIVE PLAN"

ACCESS:

The property is currently accessed from 151th Street (SH-67) to 148th Street through the eastern portion of the existing Mansfield Lane Addition and from the proposed subdivision to the west (50 acre "Elwood Heights").

SERVICES:

The property currently has access to all City of Glenpool utility services however there is a issue with RWD#2 claiming water service to this site based on a domestic service to an old house that has since been removed.

SURROUNDING LAND USES:

- North: RS-3, Residential Single Family subdivisions Glenvillage and Glenvillage 2nd:
- East: AG, Mostly vacant undeveloped land .
- West: RS-4/PUD 27 Mansfield Lane Addition that contains 22 acres.
- South: AG, the Anglican Church of the Resurrection church, a single family residence and accross Hwy 67 (151st St) mostly vacant undeveloped land.

DEVELOPMENT REQUIREMENTS:

Section 260. Platting requirement: "For any land which has been rezoned upon application of a private party... No building permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat". This property is proposed to be platted as Mansfield Lane Blocks 5-15. The developer of the property will be required to conform the plat to Planned Unit regulations

- SPECIAL DISTRICT 4. 151ST STREET (SH-67) FROM 33RD W. AVE. EAST OF US-75 TO EXTENDS EASTWARD TO LEWIS AVENUE AND HAS BEEN RE-DESIGNATED AS SH-67 CORRIDOR.

The SH-67 Corridor District is recommended for those areas immediately north and south of 151st Street (SH-67) east of 33rd W. Ave. to Lewis Avenue in which Medium-Intensity land uses would be in accordance with the 2030 Plan. The configuration of SH-67 Corridor is shown on the 2030 Plan map. This particular area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signaled in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

- A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following:

STAFF RECOMMENDATION:

According to the Glenpool 2030 Comprehensive Plan and Special District #4 as outlined above and current zoning patterns, the staff recommends approval of this rezoning request case to change the zoning on this tract from AG to RS-4 for the bulk of the tract and CG zoning on the south 300 feet. This approval would be subject to the approval of a companion PUD which is required for RS-4 zoning.

PLANNING COMMISSION RECOMMENDATION:

On 4/11/16 the Planning Commission reviewed this case and, after presentations from the applicant outlining the request, he stated that this project, if approved, will be done in phases, and that he already has the lots sold to a builder. Chairman Watts opened the meeting to interested parties: After listening to the parties that signed up to speak, Chairman Watts called for a motion. Planning Commissioner Shayne Buchannan made a motion to approve GZ-255 and it died for a lack of a second.

ATTACHMENTS:

1. Case Map
2. 2030 Comprehensive Plan (subject tract area)
3. Ordinance No. 720

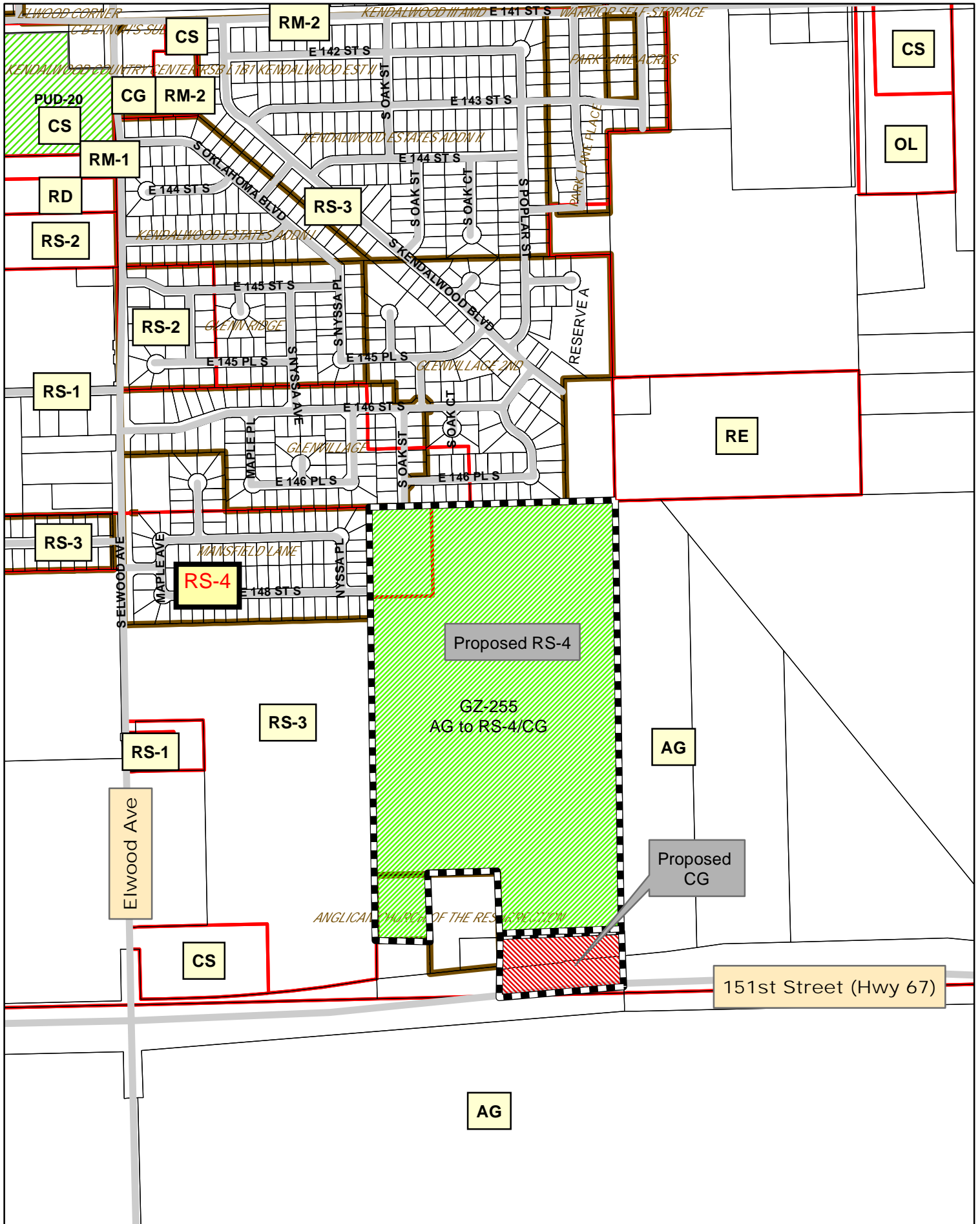
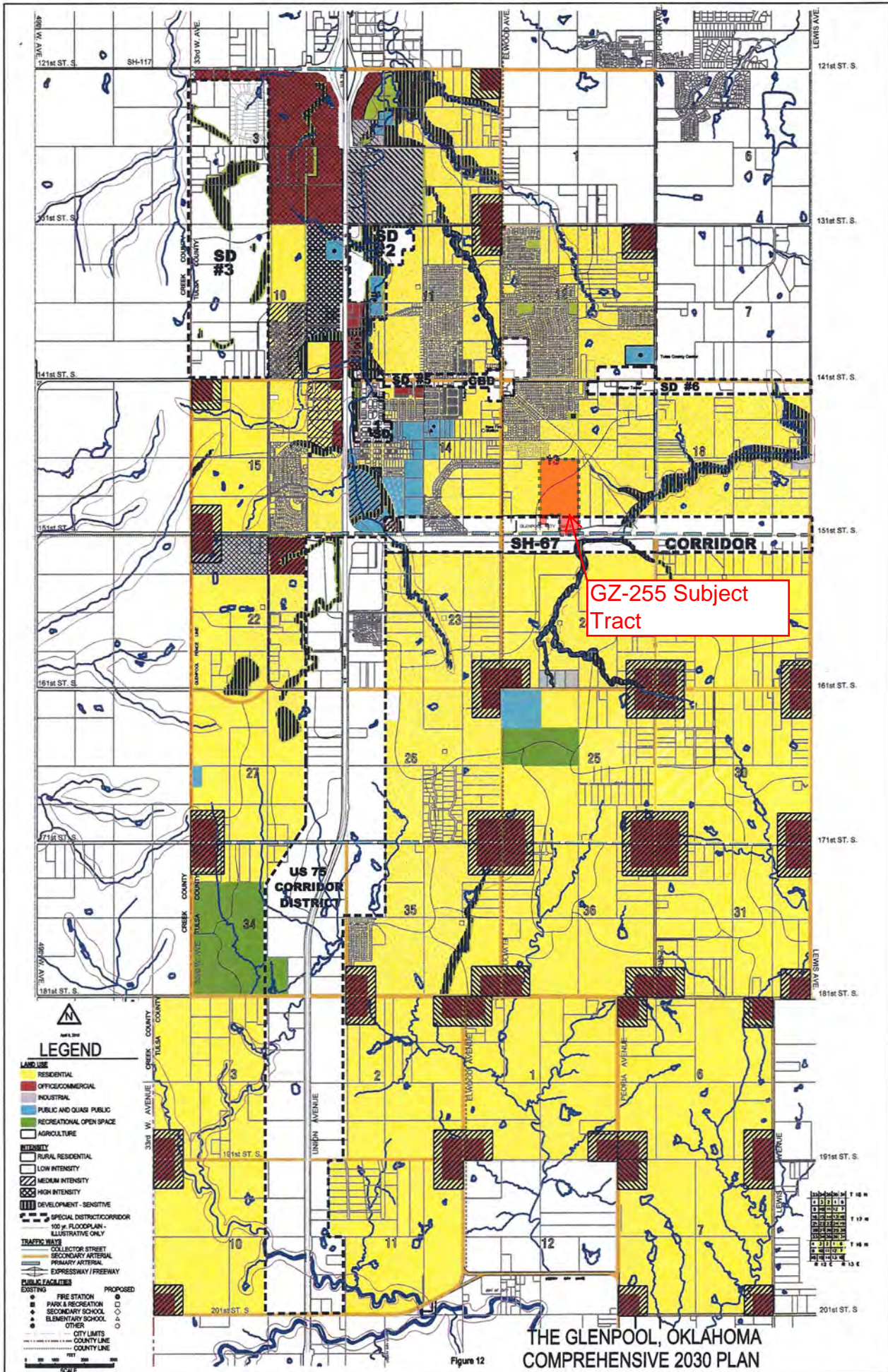


Figure 12



THE GLENPOOL, OKLAHOMA
COMPREHENSIVE 2030 PLAN

Figure 12

ORDINANCE NO. 720

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING 68.638 ACRES OF CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY HIGHEST DENSITY DISTRICT (RS-4) AND 1.3924 ACRES OF THAT SAME CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO COMMERCIAL GENERAL (CG), THE PLANNING COMMISSION HAVING TAKEN NO ACTION UNDER APPLICATION GZ-255; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Glenpool Planning Commission having reviewed Application GZ-255 for a rezone of the property described herein, following a public hearing on the same, made no findings and took no action with respect to the proposed zone change, thereby effectively denying the Application; and

WHEREAS, the City of Glenpool Zoning Regulations at Title 11, Chapter 3, Article D, Section 11-3D-4 of the City of Glenpool Code of Ordinances provide that, if the Planning Commission denies an application for amendment of the Zoning map, the application shall be transmitted, with a report of the action of the Planning Commission to the City Council; and

WHEREAS, as also required by Section 11-3D-4 of the Zoning Regulations, prior to the submission to the City Council, all data, materials, recommendations and other information pertinent to the Application has been transmitted to the City Council upon approval for accuracy by the City Planner in his capacity as secretary of the Planning Commission; and

WHEREAS, the Application having now passed to the City Council for its action, and the City Council having held a public hearing on the date of this Ordinance and having considered comments made in the course of such hearing and such other matters as have been presented to the City Council by staff, all matters considered being a part of the record of this proceeding; and

WHEREAS, the City Council has reviewed the Application and has considered the record received from the Planning Commission and comments of staff and those of persons speaking at the foregoing public hearing, and has found that the proposed zone amendment is presently consistent with the Glenpool Comprehensive Plan and current zoning patterns and otherwise complies with all requirements of the City of Glenpool Zoning Regulations at Title 11 of the Code of Ordinances; and

WHEREAS, inasmuch as there has been one or more written protest(s) against the proposed zoning change filed at least three days prior to the public hearing by the owners of 50% or more of the area of the lots immediately abutting any side of the territory included in such proposed zoning change, this amending Ordinance shall not become effective except by the favorable vote of three-fifths of all members of the City Council.

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

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

The 68.638-acre tract of land described in **Exhibit A** to this Ordinance and referenced as the "**Residential Tract**;"

Shall be amended from AG (Agricultural) to RS-4 (Single Family Residential) subject to mandatory Planned Unit Development regulations.

SECTION 2: That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

The 1.3925-acre tract of land described in **Exhibit B** to this Ordinance and referenced as the "**Commercial Tract**;"

Shall be amended from AG (Agricultural) to CG (Commercial General).

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

PASSED AND APPROVED by the City Council of the City of Glenpool this 2nd day of May 2016.

Timothy Lee Fox, Mayor

Attest:

Julie Casteen, Deputy City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

EXHIBIT "A"

Residential Tract

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) AND LESS AND EXCEPT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1985.38 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) A DISTANCE OF 143.19 FEET; THENCE N 84° 15' 02" E A DISTANCE OF 64.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 277.63 FEET, AND WHOSE CHORD BEARS N 84° 35' 44" E A DISTANCE OF 277.62 FEET; THENCE N 05° 03' 34" W A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS N 85° 20' 28" E A DISTANCE OF 322.52 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 661.79 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS S 85° 20' 28" W A DISTANCE OF 322.52 FEET; THENCE S 05° 03' 34" E A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 29.44 FEET, AND WHOSE CHORD BEARS S 84° 54' 14" W A DISTANCE OF 29.44 FEET; THENCE N 01° 08' 35" W A DISTANCE OF 199.53 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 140.48 FEET; THENCE S 88° 34' 32" E A DISTANCE OF 60.06 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 36" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 311.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 01° 07' 36" W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 88° 35' 39" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 287.78 FEET; THENCE S 01° 07' 36" E A DISTANCE OF 350.14 FEET; THENCE S 88° 36' 13" W A DISTANCE OF 287.78 FEET, TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 2, BLOCK 1 OF

ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2647.16 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 360.69 FEET TO THE POINT OF BEGINNING; THENCE S 88° 52' 44" W A DISTANCE OF 150.05 FEET; THENCE N 88° 33' 13" W A DISTANCE OF 60.06 FEET; THENCE S 88° 52' 44" W A DISTANCE OF 140.48 FEET; THENCE S 01° 07' 16" E A DISTANCE OF 199.53 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 248.18 FEET, A CENTRAL ANGLE OF 00° 37' 01", A CHORD BEARING OF S 84° 34' 52" W AND A CHORD DISTANCE OF 248.18 FEET, TO A POINT OF TANGENCY ON SAID NORTH RIGHT OF WAY LINE; THENCE S 84° 16' 21" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 64.27 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 16" W, ALONG SAID EAST LINE, A DISTANCE OF 518.01 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE S 88° 36' 02" W, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 374.31 FEET, TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE S 01° 07' 13" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 36" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2 AND A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 01° 07' 13" W, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4) AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE CONTINUING N 01° 07' 13" W, CONTINUING ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1983.44 FEET, TO THE NORTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 88° 34' 40" E, ALONG THE NORTH LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1324.13 FEET, TO THE NORTHEAST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE S 01° 07' 18" E, ALONG THE EAST LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2284.59 FEET, TO THE POINT OF BEGINNING.
SAID TRACT OF LAND CONTAINING 68.6380 ACRES / 2,989,884.11 SQUARE FEET.

EXHIBIT "B"

Commercial Tract

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2647.17 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK AND THE POINT OF BEGINNING; THENCE A LONG A CURVE TO THE LEFT, AND ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23068.31 FEET, AN ARC DISTANCE OF 322.80 FEET, A CENTRAL ANGLE OF 00° 48' 06", A CHORD BEARING OF S 85° 21' 49" W AND A CHORD DISTANCE OF 322.80 FEET; THENCE S 05° 02' 15" E, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 29.44 FEET, A CENTRAL ANGLE OF 00° 04' 23", A CHORD BEARING OF S 84° 55' 34" W AND A CHORD DISTANCE OF 29.44 FEET; THENCE N 01° 07' 16" W A DISTANCE OF 199.53 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 140.48 FEET; THENCE S 88° 33' 13" E A DISTANCE OF 60.06 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE S 01° 07' 18" E, ALONG SAID EAST LINE, A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 1.3924 ACRES / 60,652.16 SQUARE FEET.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: May 2, 2016
Subject: "Request for Moratorium"

Background:

During the course of the City Council’s meeting on May 2, 2016, the Council has been requested to consider the adoption of Ordinance No. 720, which includes approval of a zone change from AG (Agricultural) to RS-4 (Single Family Residential), permitting the highest density of all Glenpool residential districts (65-ft minimum lot width; 7,800-sq ft minimum lot size) in the general vicinity of 151st Street South (Highway 67) and S. Elwood Avenue. RS-4 is also unique in its mandatory requirement of planned unit development.

The proposed zone change has generated a certain amount of controversy and resistance from neighboring residents and property owners. Objections raised have included: diminution of neighboring property values; increased burden on the Glenpool Public Schools without an equivalent increase in *ad valorem* taxes; a perceived excess of “starter” homes in the City of Glenpool; surface drainage issues; among others.

It is in this context that a substantial number of residents and property owners have submitted for consideration by the City Council a request for moratorium on all residential zone change applications to either of RS-3 or RS-4, the zones allowing the most housing density under the City’s Code. The reasoning behind this request for a moratorium is the argument that neither the Planning Commission nor the City Council should take action on RS-3 or RS-4 zone changes until staff has had the opportunity to undertake and conclude substantial revisions to the 2030 Comprehensive Plan.

Legal Analysis

- 1. The first question to consider is whether the City Council has the authority to impose a moratorium on residential development, of any classification.**

Given that the City of Glenpool is a statutory creation and not a charter city, a long-standing public policy is that municipal legislative bodies have only those powers that are: explicitly granted to them by the language of a statute; necessarily or reasonably implied to facilitate the expressly granted powers; and indispensable to the objects and purposes for which the municipality exists.

Although I found no examples in either case law or AG Opinions of any instance where a municipal zoning moratorium has been challenged and either upheld or stricken down, these statutory provisions and AG Opinions are helpful:

Title 11 § 14-101 of the Oklahoma Statutes provides that a municipal governing body may “enact ordinances, rules and regulations not inconsistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions.”

Title 11 § 43-101 enables municipal governing bodies “ff]or the purpose of promoting health, safety, morals or the general welfare of the community [to] regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts or other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes.”

Title 11 § 43-103 provides that “municipal regulations as to buildings, structures and land shall be made in accordance with a comprehensive plan and be designed to accomplish any of the following objectives: ... (3) To promote health and the general welfare, including the peace and quality of life of the district; ... (5) To prevent the overcrowding of land; ... (8) To facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Regulations shall be made with reasonable consideration ... to the character of the district and its peculiar suitability for particular uses and ... with a view to encouraging the most appropriate use of land throughout the municipality. The governing body shall provide the manner in which regulations, restrictions and district boundaries shall be determined, established and enforced, and amended, supplemented or changed.”

Thus, even though there is no express statutory language enabling municipalities to adopt zoning change moratoria, I conclude as my legal opinion that the foregoing provisions satisfy the criteria that a municipal power must otherwise be necessarily or reasonably implied to facilitate the expressly granted powers. In particular, § 43-103’s broad grant of power to “provide the manner in which ... restrictions ... shall be determined, established and enforced ...” is sufficient to confer upon Oklahoma municipalities, and particularly the City of Glenpool, the authority to enact an ordinance imposing a moratorium on zone changes provided that all other legal requirements of doing so are met.

2. A zone change moratorium constitutes an amendment to the zoning ordinance, even though temporary, and therefore may be accomplished only by ordinance.

Title 11, Chapter 3, Article D of the City of Glenpool Zoning Code, which governs all amendments to the Zoning Code, provides the following:

11-3D-1: GENERAL REQUIREMENTS:

The regulations, restrictions, prohibitions, and limitations imposed and the districts created by this title may from time to time be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city a report and recommendation on the proposed change. In addition to the procedural provisions hereinafter set out, the planning commission shall adopt procedural rules for the conduct of zoning public hearings.

11-3D-2: CITY POLICY:

It shall be the policy of the city that, in the consideration of proposed amendments to this title, amendments will be adopted to recognize changes in the comprehensive plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

11-3D-3: TEXT AMENDMENTS:

The planning commission, upon its own motion, may, or at the direction of the city council, shall, hold a public hearing, giving notice thereof, of a proposed text amendment. After holding the public hearing, the planning commission shall, within fifteen (15) days, transmit its report and recommendation to the city council.

Several important principles are set forth in these sections:

- The planning commission must act first on any proposed text amendment to the Zoning Code;
- Text amendments should consider changes in the comprehensive plan, among other factors.
- Public hearing is required.

3. The ordinance language ***must*** include findings of reasonable necessity for the moratorium.

Constitutional principles protect the rights of landowners to pursue any legal use of their property that maximizes its beneficial value. To the extent that land use/zoning regulations interfere with an owner's power to put the land to its most beneficial use, the landowner may complain to court of a "regulatory taking" and recover damages for diminution of the value of her or his land.

Regulations will generally be found to be constitutional and will not be deemed a taking if the regulation in question bears a "substantial relationship to a legitimate governmental interest."

Obviously, such a test is quite subjective and subject to judicial interpretation. It is not possible in advance to state with absolute certainty that any given regulation will withstand a constitutional challenge.

However, substantial case law in this area throughout all 50 states and in the U.S. Supreme Court, have held that:

- A temporary zoning moratorium ordinance that is substantially related to a legitimate governmental interest and leaves the owner a "reasonable use of land" will not be held to cause a "taking;"
- Zoning moratorium ordinances that deny an owner "*all* reasonable use of land" will be held to cause a "taking" if the moratorium period is not reasonably limited as to time or the municipality is not acting in good faith to expeditiously undertake completing the process that justified having a moratorium;
- A regulation that permanently denies an owner all reasonable use of property will be deemed an unconstitutional "taking" requiring the payment of monetary damages.

So, the question to be addressed is whether the Planning Commission can, in good faith, recommend, and the City Council adopt, a moratorium ordinance that is temporary, substantially related to a legitimate governmental purpose and leaves a property owner with a reasonable use of the property subject to the ordinance.

Most often, this will mean the municipality is actively in the process of amending its comprehensive plan which will result in changes to the zoning regulations.

Cases have specifically held that a municipal corporation or other zoning authority may enact a temporary or interim zoning moratorium ordinance to be in effect during the time required to develop or amend a comprehensive zoning plan and the applicable regulations for the area to be zoned. Such a temporary zoning **moratorium** is intended to prevent land developments that may be inconsistent with a pending comprehensive plan adoption or amendment and corresponding regulations. (It would not be sufficient to pass a moratorium ordinance that the PC/CC were merely considering a plan update or revision, or even making tentative plans for one. Before a moratorium will be upheld in court, it must be in support of a pending change. Other than pending changes to the comprehensive plan, moratoria have also been upheld where the purpose was to allow a municipality time to implement pending upgrades to public facilities and infrastructure necessary to support future development of the type delayed by the moratorium.)

If a moratorium ordinance has the effect of simply delaying the requested zone change or issuance of building permits for a limited period of time pending final decision on applicable revisions to the comprehensive plan, such delay may be viewed by a court as simply action incidental to the normal zoning process.

- 4. For the same reasoning, the moratorium must be temporary with a stated term. The longest I am aware of is six months. In any case, it can't be any longer than a reasonable time period for updating the comprehensive plan, if that is the justification for moratorium.**
- 5. There must be an "exception for extraordinary hardship" clause that allows for an application and public hearing on the justification for exemption from the moratorium.**

There has to be a mechanism whereby the Planning Commission may authorize exceptions to the moratorium if it finds that a delay in acting on an application will cause extraordinary hardship on the property owner. There should be an application form for the exception that includes giving reasons why a temporary delay would work a hardship. The PC can grant the exception only if it finds that the applicant's hardship is substantially greater than the harm to the welfare of the general public that would result from granting the exemption. Also, the applicant must show that there is something distinctive about her or his proposed zone change that makes it different from every other property owner in the City who might want a zone change.

- 6. Most importantly for the current situation, it cannot be applied retroactively. Thus, if the Council adopted a moratorium ordinance on residential zone changes on any date after today's date, May 2, 2016, it could not operate to prevent consideration of an application that was filed before adoption of the ordinance.**

Article 2 § 15 of the Oklahoma Constitution provides that "no *ex post facto* law .. shall ever be passed." An *ex post facto* law is a law that retroactively changes the legal consequences of actions or status of parties that were committed, or relationships that existed, before the enactment of the law.

This corresponds to Article I, § 9, clause 3, and Article I, § 10, clause 1, of the U.S. Constitution.

Staff Recommendation:

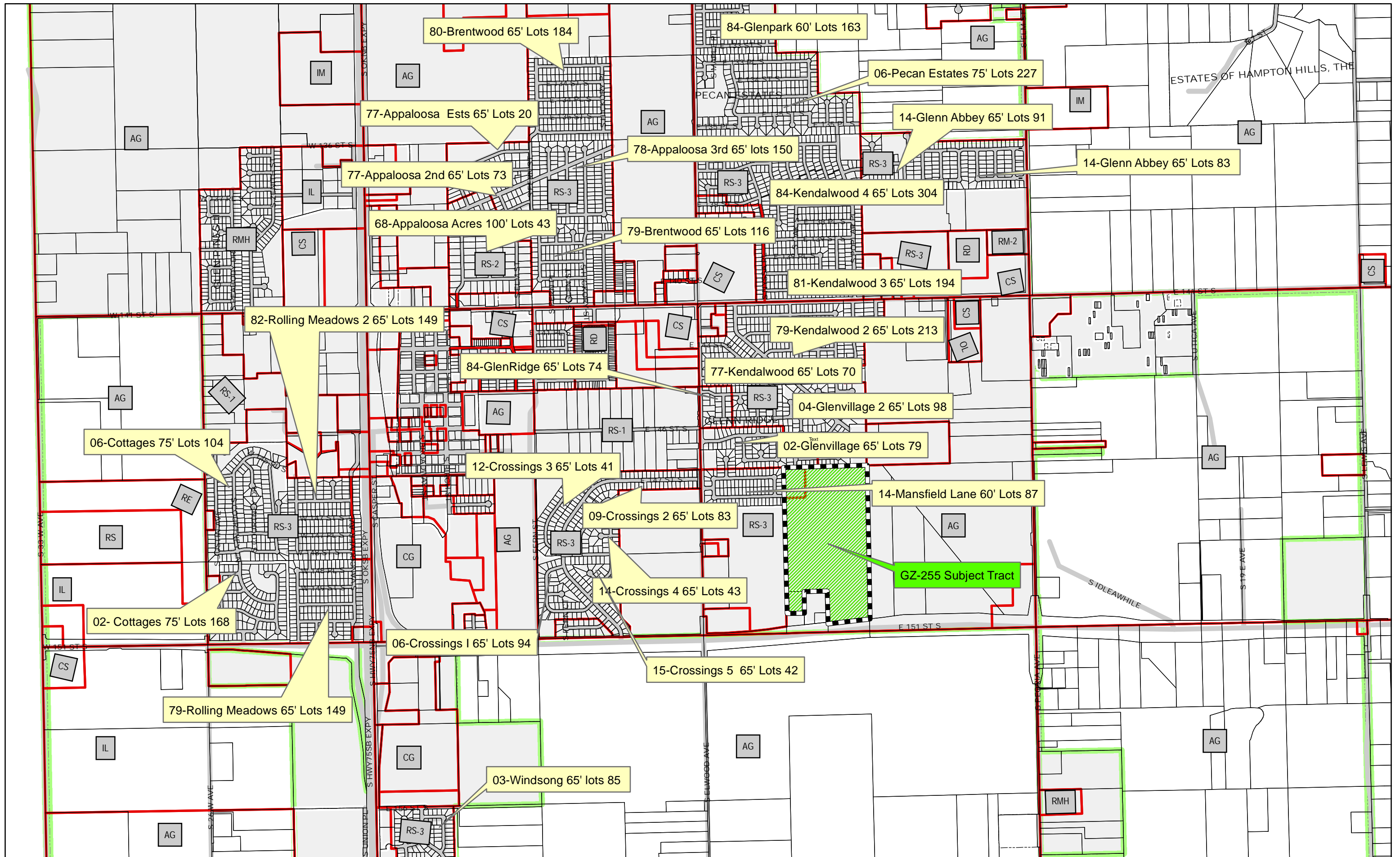
Staff recommends that the City Council move to amend the motion implied by the action item on the agenda and, in its place, act on the following motion:

That the City Council direct staff to commence the process of undertaking its periodic review and update of the Comprehensive Plan for the City of Glenpool and direct the Planning Commission to consider imposing a moratorium as the Commission in good faith deems necessary to delay acting on zone change (or other) applications that would be significantly affected by changes in zoning regulations that conform to amendments of the Comprehensive Plan, *provided that* such moratorium applies only to land use applications submitted after the date of adoption of the moratorium ordinance.

This could be accomplish by making a motion to approve the request for moratorium as presented and let it either die for lack of a second or be defeated. Then make the above motion.

Attachments:

- Request for Moratorium



80-Brentwood 65' Lots 184

84-Glenpark 60' Lots 163

06-Pecan Estates 75' Lots 227

77-Appaloosa Ests 65' Lots 20

14-Glenn Abbey 65' Lots 91

77-Appaloosa 2nd 65' Lots 73

78-Appaloosa 3rd 65' lots 150

14-Glenn Abbey 65' Lots 83

68-Appaloosa Acres 100' Lots 43

79-Brentwood 65' Lots 116

84-Kendalwood 4 65' Lots 304

81-Kendalwood 3 65' Lots 194

82-Rolling Meadows 2 65' Lots 149

79-Kendalwood 2 65' Lots 213

84-GlenRidge 65' Lots 74

77-Kendalwood 65' Lots 70

04-Glenvillage 2 65' Lots 98

06-Cottages 75' Lots 104

12-Crossings 3 65' Lots 41

02-Glenvillage 65' Lots 79

14-Mansfield Lane 60' Lots 87

09-Crossings 2 65' Lots 83

GZ-255 Subject Tract

14-Crossings 4 65' Lots 43

02- Cottages 75' Lots 168

06-Crossings I 65' Lots 94

15-Crossings 5 65' Lots 42

79-Rolling Meadows 65' Lots 149

03-Windsong 65' lots 85



Memorandum

To: City of Glenpool
From: Glenpool Residents and Landowners
Date: April 26, 2016
Re: City Council Meeting

As residents and landowners of Glenpool, we respectfully request to be heard at the Glenpool City Council meeting on May 2nd, 2016.

Our request is a moratorium on further RS-3 and RS-4 developments until the 2030 Comprehensive Plan has a major review that takes into account the future of Glenpool.

Please see included with this memo, "Request for Moratorium" petitions, with over 50 Glenpool residents and landowner signatures, demonstrating that the citizens of the City are interested in creating the best community possible.

Respectfully,

Glenpool Residents and Landowners

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

- "A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."
- "In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."
- "It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."
- Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	<u>SIGNATURE</u>	ADDRESS
Stephanie Turpin	<i>[Signature]</i>	1318 E. 146 th PL Glenpool
Jon Holman	<i>[Signature]</i>	1322 E 146 th PL Glenpool
Angela Buss	<i>[Signature]</i>	1321 E 146 th PL Glenpool
Mark Etris	<i>[Signature]</i>	1325 E 146 th Place
Kelli Hahn	<i>[Signature]</i>	1310 E 146 th PL

NAME

ADDRESS

Paulette Hann

P.H.H.

1310 E. 146th St

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:





--"A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."

--"In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."

--"It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."

--Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	Signature	ADDRESS
Jan Han		1310 E. 146 TH PL S.
Floyd Kirk		14608 S. OAK ST.
Marty Cox	Marty Cox	14609 S. OAK ST
Darrin Bell		14025 S Oak St
Shonts Harrison		14339 S. Poplar Pl

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

--"A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."

--"In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."

--"It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."

--Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

MIKE CALLAHAN

NAME	ADDRESS
Michael K. Callahan	1312 S. 68th East Ave., Tulsa, OK

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

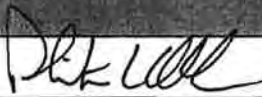
--"A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."

--"In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."

--"It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."

--Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	ADDRESS
	PATRICK CALLAHAN 3314 McMAHON WAY
	MISSOURI CITY, TX. 77459

Subject: Glenpool
Attachments: Untitled.PDF - Adobe Acrobat Pro.pdf

From: Pat Callahan [<mailto:pcallahan@nwplastics.net>]
Sent: Wednesday, April 27, 2016 8:03 AM
To: John Lindsay
Subject: Glenpool

Please find attached the signed document as requested.

Thank you for your help and assistance in blocking the approval of the PUD and RS-3 and RS-4 zoning requests.

Patrick L. Callahan
3314 McMahan Way
Missouri City, TX. 77459
281-778-8797
rr4406pk@yahoo.com

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

- "A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."
- "In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."
- "It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."
- Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	SIGNATURE	ADDRESS
Michael J. Thompson	Michael J. Thompson	1820 E 141st
Catherine Thompson	Catherine Thompson	1820 E 141st
Bridgette Thompson	Bridgette Thompson	1820 E 141st
Chuck Wilson	Chuck Wilson	14400 S. Peoria
Charlotte Wilson	Charlotte Wilson	14400 S. Peoria




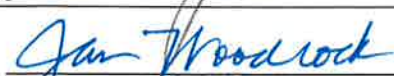
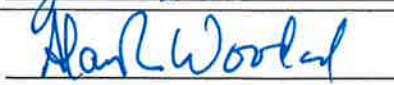
REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

- "A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."
- "In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."
- "It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."
- Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	SIGNATURE	ADDRESS
JOHN LUNDAY		14500 S. PEORIA AVE
Patricia Angerson		1317 & 146 th PL S
Richard Lawson		1317 E. 146 th PL S
Jan Woodcock		1338 E. 146 PL
Harold Woodcock		1338 E. 146 th PL

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

--"A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."

--"In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."

--"It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."

--Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	SIGNATURE	ADDRESS
Jan Slinkard	Jan Slinkard	14612 S. Poplar St.
ROX SLINKARD	Rox Slinkard	14612 S. Poplar St.
Debi George	Debi George	14625 S. Poplar St.
Rodney George	Rodney George	14625 S. Poplar St.
Allan Turpin	Allan Turpin	1318 E. 146 th Pl.

REQUEST FOR MORATORIUM

COME NOW the undersigned individuals, residents and landowners of the City of Glenpool, and hereby request a moratorium on RS-3 and RS-4 Development under the City Zoning Code. We, the homeowners and landowners, do not believe that such developments are in the best interests of the overall health and well-being of the City of Glenpool at this time given the problems with funding for our schools, the lack of proper infrastructure to handle such additional intense developments and the need to ensure the balance of a variety of housing needs (*there appears to be rezoning proposals in the planning process to add over 450 homes with high intensity housing in Glenpool*). We respectfully request that the City elected officials consider a moratorium on such developments until further study and revision of the Glenpool Comprehensive Plan. This revised plan is needed to provide balanced developments and position Glenpool for the future in our community.

Quoting a few excerpts from the 2030 Glenpool Comprehensive Plan, dated July 6, 2010, to support this moratorium and revision of the plan:

- "A comprehensive plan is never the work of one individual, group or agency. It involves the collaboration and partnership between all persons interested in creating the best community possible."
- "In order for the 2030 Plan to remain effective, it is paramount that citizen participation play a vital role in the updating process."
- "It is especially important that the 2030 Plan be updated on an annual basis for minor changes and given a major review and update every three (3) to five (5) years..."
- Planning is a process, ongoing and dynamic, that does not stop with the adoption and publication of the 2030 Plan. Comprehensive plans must truly be "living documents" to be used in daily decision-making by the public and private sectors to accomplish the purposes and plans included in the Glenpool, Oklahoma Comprehensive Plan: 2030.

Respectfully submitted,

NAME	Signature	ADDRESS
Carrie McKay	Carrie McKay	14608 S. Poplar St
Fred McKay	Fred McKay	14608 S. Poplar St
Ashley Roberts	Ashley Roberts	14602 S. Poplar St.
Tim Roberts	Tim Roberts	14602 S Poplar St
Janet Morgan	Janet Morgan	1327 E. 146 th St.

NAME	ADDRESS
Solomon Morgan	Solomon Morgan 1327 E. 146 th St.
TANNER TIBBETS	Tanner Tibbets 1323 E 146 th St
Lindsey Tibbets	Lindsey Tibbets 1323 E 146 th St
Kendall McGeeley	Kendall McGeeley 1319 E. 146 th St
Tom McGeeley	Tom McGeeley 1319 E. 146 th St
Kristen Ramos	Kristen Ramos 14007 S. Poplar St
Paul Foster	Paul Foster 14111 S Poplar St
BRANDON ROGERS	Brandon Rogers 14021 S POPLAR ST
Joyce Moses	Joyce Moses 1346 E. 146 th PL. S.
Carter Lance	Carter Lance 1341 E 146 th PL. S.
Burdette Sells	Burdette Sells 1333 E 146 th PL S
Jack Ritter	Jack Ritter 1330 E 146 th PL. S.
TRACY RITTER	Tracy Ritter 1330 E. 146 th PL. S.
Richard V. Black	Richard V Black 1326 E 146 PL. S.
JAMES RODGERS	James Rodgers 14001 S. POPLAR ST.
Chantelle Rodgers	Chantelle Rodgers 14001 S. Poplar St.
Anna Shea	Anna Shea 14571 Kendallwood Ave.
Kevin Shea	Kevin Shea 14571 Kendallwood Ave
Robert M Stephens	Robert M Stephens 14608 Kendallwood Ave
Vanetta Stephens	Vanetta B Stephens 14608 Kendallwood Ave.
Sean Estes	Sean Estes 14601 S. Oak Court

MEMORANDUM

TO: THE GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: STAFF RECOMMENDATION
FINAL PLAT OF "SUNOCO LOGISTICIS GLENPOOL TERMINAL"
DATE: April 25th, 2016

BACKGROUND:

Bradley Bonner with STV Energy Services, Inc representing Sunoco Partners/Explorer Pipeline have submitted a Final Plat for 10.71 acres that is located approximately 1,100 feet north of the NE/corner of 131st street and US 75.

ZONING:

This plat is zoned IM Industrial Medium Density and the lot sizes and density is consistent with the underlying zoning.

TAC MEETING:

- The TAC meeting was held on 3/25/16 and the plat was reviewed for conformance with the Glenpool Subdivision Regulations and Glenpool Zoning Code and were determined to be in general compliance however, there were some revisions required and STV Energy Services, Inc was given the redlines from the meeting and staff received the revisions and are satisfied that this plat meets the guidelines for Final Plat approval.

STAFF RECOMMENDATION:

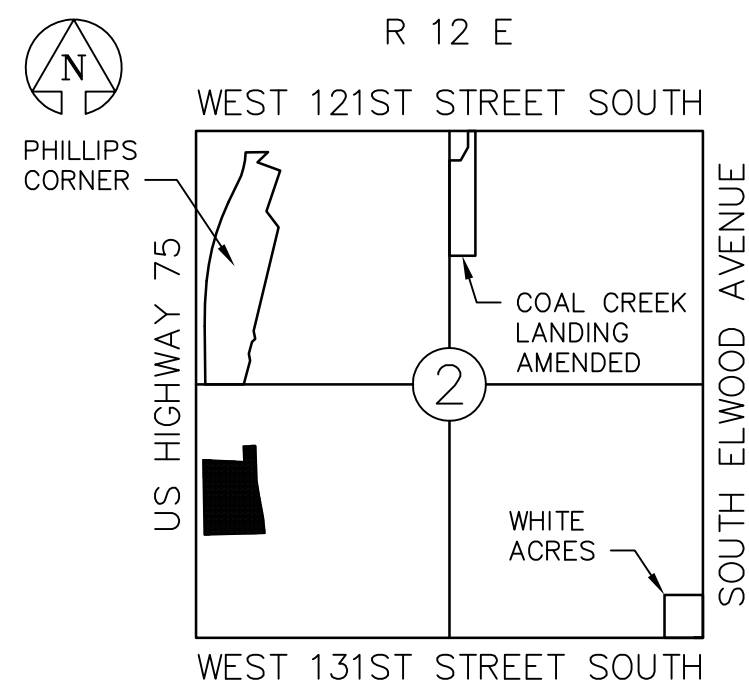
Staff recommends approval of the FINAL PLAT OF "SUNOCO LOGISTICS GLENPOOL TERMINAL" subject to the conditions of the Staff and TAC review of March 25th, 2016.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed this application on 4/25/16 and voted 4-0 to recommend approval of the FINAL PLAT OF "SUNOCO GLENPOOL TERMINAL"

ATTACHMENTS:

1. 11" X 17" FINAL PLAT of "SONOCO LOGISTICIS GLENPOOL TERMINAL".



LEGEND

- DESCRIPTION**
- BK PG = BOOK & PAGE
 - B/L = BUILDING LINE
 - IR = IRON ROD TO BE SET
 - IRF = IRON ROD FOUND
 - IRS = IRON ROD SET
 - IRSC = IRON ROD SET, CAPPED
 - IPSYC = IRON PIN SET, YELLOW CAP
 - NF = NAIL FOUND
 - POB = POINT OF BEGINNING
 - RWE = RESTRICTED WATER LINE EASEMENT
 - SEC = SECTION
 - U/E = UTILITY EASEMENT
 - WMS = WITNESS MONUMENT SET

**SUNOCO LOGISTICS
GLENPOOL BUTANE BLENDING FACILITY
FINAL PLAT (SHEET 1 OF 2)**

TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN AN ADDITION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

OWNER
SUNOCO PARTNERS REAL ESTATE ACQUISITION LLC
C/O: SUNOCO LOGISTICS PARTNERS
1818 MARKET STREET, SUITE 1500
PHILADELPHIA, PA 19103
CONTACT: SCOTT RITCHEY
PHONE: (215) 266-1516

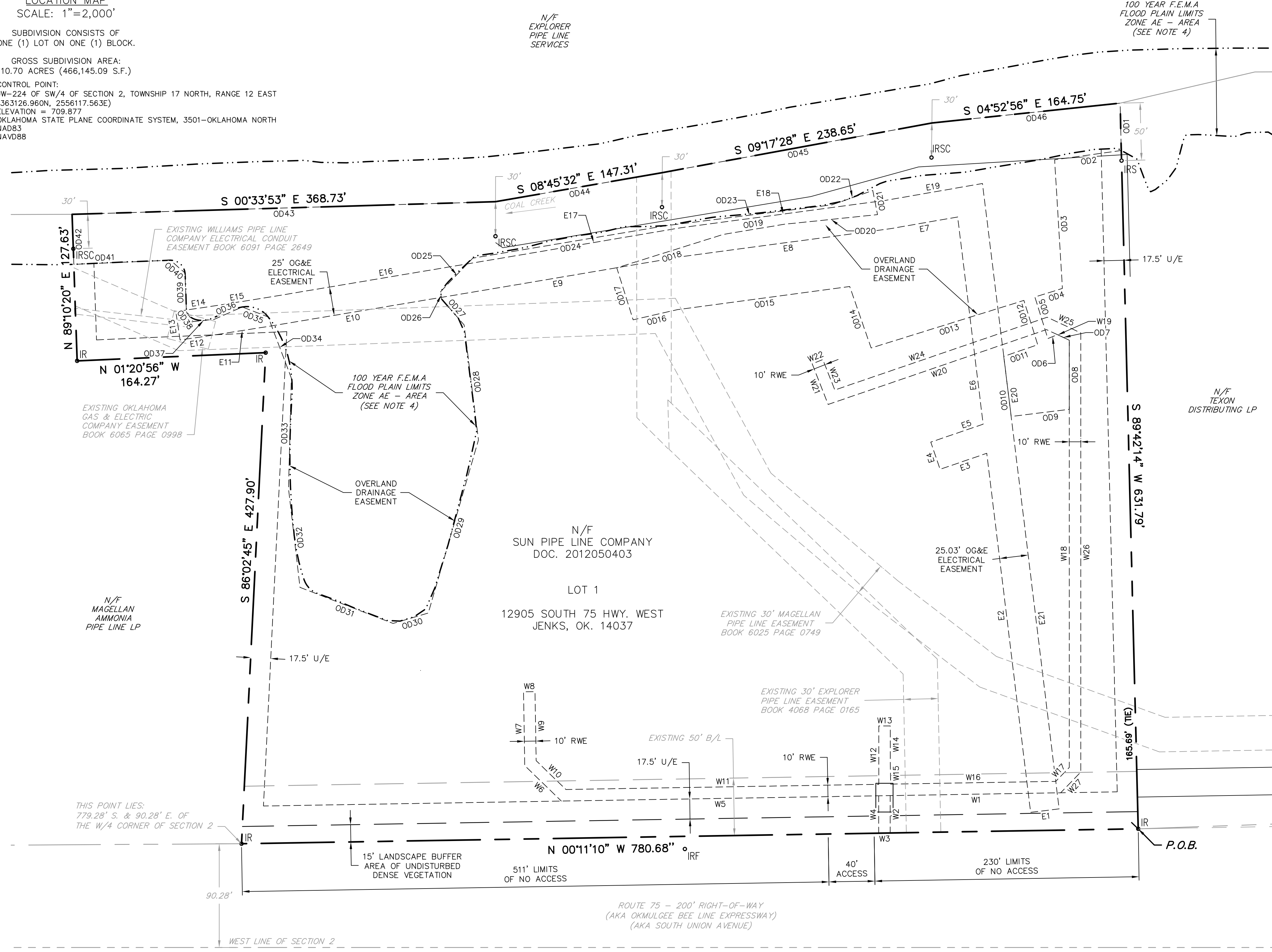
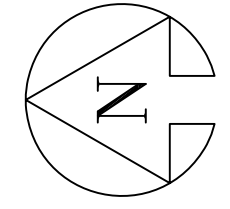
SURVEYOR
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6709 N. CLASSEN
OKLAHOMA CITY, OK. 73116
CONTACT: LEE K. GOSS, P.L.S.
LICENSE NO.: 1778
OK CA NO.: 1293
PHONE: (405) 843-4847

LOCATION MAP
SCALE: 1"=2,000'

SUBDIVISION CONSISTS OF ONE (1) LOT ON ONE (1) BLOCK.

GROSS SUBDIVISION AREA: 10.70 ACRES (466,145.09 S.F.)

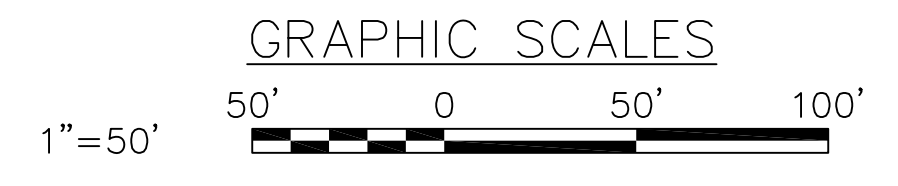
CONTROL POINT:
JW-224 OF SW/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 12 EAST (363126.960N, 2556117.563E)
ELEVATION = 709.877
OKLAHOMA STATE PLANE COORDINATE SYSTEM, 3501-OKLAHOMA NORTH NAD83 NAVD88



WATER LINE EASEMENT		
Line #	Length	Direction
W1	148.42	N0° 57' 02"W
W2	32.50	N90° 00' 00"W
W3	10.00	N0° 57' 02"W
W4	32.50	N90° 00' 00"E
W5	276.27	N0° 57' 02"W
W6	44.36	N44° 02' 58"E
W7	64.27	N89° 02' 58"E
W8	10.00	S0° 57' 02"E
W9	60.13	S89° 02' 58"W
W10	36.08	S44° 02' 58"W
W11	272.36	S0° 57' 02"E
W12	50.78	N90° 00' 00"E
W13	10.00	S0° 00' 00"E
W14	32.11	N90° 00' 00"W
W15	18.50	S89° 02' 58"W
W16	143.74	S0° 57' 02"E
W17	16.94	S45° 57' 02"E
W18	371.79	N90° 00' 00"E
W19	21.90	N24° 57' 32"E
W20	200.91	N18° 55' 08"W
W21	38.01	N68° 31' 31"E
W22	9.99	S21° 28' 29"E
W23	28.45	S68° 31' 31"W
W24	195.38	S18° 55' 08"E
W25	32.30	S24° 57' 32"W
W26	382.21	N90° 00' 00"W
W27	25.12	N45° 57' 02"W

OVERLAND DRAINAGE EASEMENT		
Line #	Length	Direction
OD1	41.21	S88° 34' 02"W
OD2	58.59	N7° 54' 38"W
OD3	112.21	S86° 31' 40"W
OD4	25.11	N17° 17' 11"W
OD5	37.84	S72° 41' 11"W
OD6	9.05	S21° 29' 34"E
OD7	11.34	S24° 57' 32"W
OD8	60.15	N90° 00' 00"W
OD9	50.98	N6° 59' 07"W
OD10	52.67	N82° 58' 42"E
OD11	31.25	S18° 55' 08"E
OD12	40.40	N72° 41' 11"E
OD13	139.28	N17° 17' 11"W
OD14	56.64	N70° 47' 42"E
OD15	151.12	N7° 38' 27"W
OD16	39.76	N12° 52' 48"W
OD17	47.40	N72° 34' 48"E
OD18	97.22	S17° 25' 12"E
OD19	54.05	S9° 25' 23"E
OD20	81.30	S5° 54' 23"E
OD21	21.41	N78° 46' 23"E
OD22	37.60	N19° 25' 08"W
OD23	144.90	N7° 08' 45"W
OD24	171.31	N9° 32' 39"W
OD25	40.21	N46° 07' 50"W
OD26	6.51	S83° 59' 42"W
OD27	29.98	S49° 02' 24"W
OD28	100.83	S82° 53' 11"W
OD29	156.88	N73° 50' 25"W
OD30	31.95	N16° 28' 21"W
OD31	86.94	N21° 10' 54"E
OD32	86.28	N83° 22' 36"E
OD33	96.49	S88° 33' 17"E
OD34	56.89	N69° 15' 12"E
OD35	24.13	N21° 03' 54"E
OD36	26.96	N23° 46' 08"W
OD37	18.32	N5° 48' 13"W
OD38	10.31	N55° 56' 30"E
OD39	33.75	N87° 57' 44"E
OD40	16.93	N41° 02' 36"E
OD41	84.10	N2° 25' 51"W
OD42	43.56	N88° 02' 08"E
OD43	368.73	S1° 42' 05"E
OD44	147.31	S9° 53' 44"E
OD45	238.65	S10° 25' 40"E
OD46	164.75	S6° 01' 08"E

ELECTRICAL EASEMENT		
Line #	Length	Direction
E1	25.00	N6° 57' 17"W
E2	314.83	N83° 02' 11"E
E3	42.91	N18° 55' 08"W
E4	25.00	N71° 04' 52"E
E5	48.18	S18° 55' 08"E
E6	181.69	N82° 58' 43"E
E7	60.00	N9° 52' 21"W
E8	179.40	N7° 36' 57"W
E9	154.00	N9° 37' 04"W
E10	210.86	N9° 32' 06"W
E11	52.53	N8° 59' 14"W
E12	28.58	N8° 18' 27"W
E13	25.00	N81° 41' 33"E
E14	28.44	S8° 18' 27"E
E15	52.26	S8° 59' 14"E
E16	210.73	S9° 32' 06"E
E17	154.42	S9° 37' 04"E
E18	179.34	S7° 36' 57"E
E19	85.78	S9° 52' 21"E
E20	275.23	S82° 58' 43"W
E21	273.15	S83° 02' 43"W



SUNOCO LOGISTICS
GLENPOOL BUTANE BLENDING FACILITY
FINAL PLAT (SHEET 2 OF 2)

TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:
THAT SUNOCO PARTNERS REAL ESTATE ACQUISITION LLC IS THE OWNER OF THE FOLLOWING
DESCRIBED LAND SITUATED IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA,

TO-WIT:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), 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, SAID
TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF THE SAID SW/4; THENCE SOUTH
0°03'09" EAST A DISTANCE OF 239.63 FEET; THENCE NORTH 89°42'19" EAST A DISTANCE OF 86.80
FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89°42'19" EAST A DISTANCE OF 631.91 FEET;
THENCE NORTH 45°3'04" WEST A DISTANCE OF 164.77 FEET; THENCE NORTH 9°17'35" WEST A
DISTANCE OF 238.68 FEET; THENCE NORTH 8°45'40" WEST A DISTANCE OF 147.33 FEET; THENCE
NORTH 0°34'01" WEST A DISTANCE OF 368.78 FEET; THENCE SOUTH 89°08'20" WEST A DISTANCE
OF 127.64 FEET; THENCE SOUTH 1°16'02" EAST A DISTANCE OF 164.25 FEET; THENCE NORTH
86°02'27" WEST A DISTANCE OF 427.73 FEET; THENCE SOUTH 0°11'10" WEST A DISTANCE OF
780.75 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 10.7 ACRES, MORE OR LESS.

AND THAT SUNOCO PARTNERS MARKETING AND TERMINALS, L.P., HEREINAFTER REFERRED TO AS
"OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND
SUBDIVIDED INTO ONE LOT, ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT IN THE CITY
OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I. UTILITY EASEMENTS

A. UTILITY EASEMENTS:

HEREBY THE OWNER DEDICATES 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 SEWERS (IF AVAILABLE IN THE FUTURE), 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, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT
TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER
LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION,
MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF
THE UTILITY EASEMENTS DEPICTED ON THE PLAN. THE OWNER HEREIN IMPOSES A RESTRICTIVE
COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 ACCOMPANY PLANT NO BUILDING,
STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED
USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR
MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS,
CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN
OBSTRUCTION.

B. UTILITY SERVICE:

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES
MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG U.S. HIGHWAY 75. ELSEWHERE
THROUGHOUT THE LOT, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION
AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL
UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND
TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN
GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WITHIN THE LOT MAY BE EXTENDED FROM
THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY
THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON
INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF THE
SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND
NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON
EACH SIDE OF THE SERVICE CABLE, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE
ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS
AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY
EASEMENTS 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 THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF
GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC,
TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL
BE RESPONSIBLE FOR ORDINARY MAINTENANCE OR UNDERGROUND FACILITIES, BUT THE OWNER
OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR
NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THE OWNER OF THE LOT'S AGENTS OR
CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER
OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE
LOT AGREES TO BE BOUND BY THESE COVENANTS, GAS SERVICES:
 - THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL
TIMES HAVE THE RIGHT TO ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR
AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF
INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES
INSTALLED BY THE SUPPLIER OF GAS SERVICE.
 - THE OWNER OF THE 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 SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY
FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE
OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.
 - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY
THE SUPPLIER OF THE GAS SERVICE AND THE OWNERS OF THE LOTS AGREE TO BE BOUND
BY THESE COVENANTS.

C. WATER AND STORM SEWER SERVICE:

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

D. RESTRICTED WATERLINE EASEMENT:

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND
ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE
EASEMENT" ("RWE") FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING,
REPLACING, AND/OR REMOVING WATERLINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES,
VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS
OF INGRESS AND EGRESS TO AND UPON THE EASEMENT FOR THE USES AND PURPOSES
AFORESAID, 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.

E. LOT SURFACE DRAINAGE:

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM WATER FROM
LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT 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 THE OWNER'S LOT. THE FOREGOING
COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE LOT OWNER AND BY
THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS:

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

G. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION
OF THE PROPERTY ADJACENT TO U.S. HIGHWAY 75 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 OKLAHOMA DEPARTMENT OF TRANSPORTATION, OR ITS SUCCESSOR,
AND WITH THE APPROVAL OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, 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
OKLAHOMA DEPARTMENT OF TRANSPORTATION.

H. OVERLAND DRAINAGE EASEMENT (ODE):

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND
ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS OVERLAND
DRAINAGE EASEMENT (ODE) FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE,
RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE LOT AND FROM
ADJACENT PROPERTIES NOT INCLUDED WITHIN THE LOT.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND
DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND
SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE
OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID
OVERLAND DRAINAGE EASEMENT UNLESS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER
PROVIDED FOR WITHIN SECTION II HEREOF, TO THE EXTENT NECESSARY TO ACHIEVE THE
INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF
APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE OWNER SHALL
PROVIDE CUSTOMARY GROUNDS MAINTENANCE IN ACCORDANCE WITH THE FOLLOWING MINIMUM
STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS,
OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF
DAMAGED.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE
PERFORMED TWICE YEARLY.
- LANDSCAPING, APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA, SHALL BE ALLOWED WITHIN
THE OVERLAND DRAINAGE EASEMENT.
- IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION
AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION
WITHIN, OR THE ALTERATION OF GRADE WITHIN THE OVERLAND DRAINAGE EASEMENT, THE CITY
OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM
MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE
ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL
BE PAID BY THE OWNER, IN THE EVENT THE OWNER FAILS TO PAY THE COSTS OF
MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE, AND RECEIPT OF A STATEMENT OF
COSTS, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT
OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS
SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE
FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

SECTION II. 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, ITS SUCCESSORS AND ASSIGNS. THE COVENANTS AND THE
ENFORCEMENT RIGHTS PERTAINING THERETO, SHALL INURE TO THE BENEFIT OF AND SHALL BE
ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS SHALL INURE TO THE
BENEFIT OF ANY OWNER OF THE LOT, ITS SUCCESSORS AND ASSIGNS.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT
IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30)
YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR
AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR
TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER
OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED
BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF GLENPOOL,
OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND
RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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.

IN WITNESS WHEREOF, SUNOCO PARTNERS REAL ESTATE ACQUISITION LLC HAS EXECUTED THIS
INSTRUMENT ON THIS _____ DAY OF _____, 201____.

SUNOCO PARTNERS REAL ESTATE ACQUISITION LLC

BY: _____

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF
_____, 201____ BY _____

MY COMMISSION EXPIRES: _____, NOTARY

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON
_____, 201____.

CHAIRMAN, VICE CHAIRPERSON OR SECRETARY

CITY COUNCIL APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON
_____, 201____.

MAYOR OR VICE MAYOR

CITY MANAGER APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER ON
_____, 201____.

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.
CERTIFICATE OF SURVEY

I, _____, 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 IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE
SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE
OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 201____.

BY: _____

REGISTERED LAND SURVEY
OKLAHOMA NO.: _____

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF
_____, 201____ BY _____ AS A
REGISTERED LAND SURVEYOR.

MY COMMISSION EXPIRES: _____, NOTARY

NOTES:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND
SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD83).
- HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88
- BOUNDARY, TOPOGRAPHIC INFORMATION, AND RIGHT-OF-WAY EASEMENTS WERE TAKEN
FROM A PRELIMINARY PLAN TITLED "BOUNDARY SURVEY OF GLENPOOL STATION IN THE
SE/4 OF SECTION 2, T17N - R12E TULSA COUNTY, OKLAHOMA" PREPARED FOR SUNOCO
PIPE LINE, LP BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA, DATED 08/31/12.
- THE FLOODPLAIN SHOWN HEREON VARIES BETWEEN CONTOUR 659 AND 661 BASED ON THE
FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA; PANEL NO. 407 OF 530; MAP
NO. 40143C0407L; MAP REVISED OCTOBER 16, 2012.
- REAL PROPERTY CONVEYANCE DATED MARCH 27TH, 1973, BETWEEN EXPLORER PIPE LINE
COMPANY, GRANTOR, TO SUN PIPE LINE COMPANY, GRANTEE, EXCEPTING AND RESERVING
UNTO EXPLORER PIPE LINE COMPANY ALL OF THE OIL, GAS, AND OTHER MINERALS THAT
MAY BE PRODUCED, AS WELL AS A RIGHT-OF-WAY AND EASEMENT ON, OVER, UNDER,
THROUGH, AND ACROSS THE DESCRIBED PROPERTY AS DESCRIBED IN SAID DEED.
RECORDED ON MARCH 27TH, 1973, IN BOOK 4068 PAGE 165 AT THE COUNTY CLERKS
OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.
- PIPE LINE EASEMENT DATED MARCH 9TH, 1998, BETWEEN SUN PIPE LINE COMPANY,
GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE, RECORDED MARCH 10TH, 1998, IN
BOOK 6025 PAGE 0749 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE
OF OKLAHOMA.
- UNDERGROUND ELECTRICAL CONDUIT SYSTEM RIGHT-OF-WAY AND EASEMENT DATED JULY
27TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND WILLIAMS PIPE LINE
COMPANY, GRANTEE, RECORDED JULY 27TH, 1998, IN BOOK 6091 PAGE 2649 AT THE
COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.
- ELECTRICAL EASEMENT DATED JUNE 8TH, 1998 BETWEEN SUN PIPE LINE COMPANY,
GRANTOR, AND OKLAHOMA GAS AND ELECTRIC COMPANY, GRANTEE, RECORDED JUNE 8TH,
1998, IN BOOK 6065 PAGE 0998 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF
TULSA, STATE OF OKLAHOMA.
- THE OUT LIMITS OF THE FULLY URBANIZED 100-YEAR EVENT (1 PERCENT PER YEAR)
FLOODPLAIN ARE FULLY CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREIN.
- ZONING DISTRICT: IM (INDUSTRIAL MEDIUM)

MEMORANDUM

**TO: HONORABLE MAYOR, CITY COUNCIL,
AND GUSA BOARD OF TRUSTEES**

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

**RE: ACCEPTANCE of a CONSTRUCTION CONTRACT CHANGEORDER
REQUEST FROM GOINS ENTERPRISES, INC.**

DATE: APRIL 26, 2016

BACKGROUND

This item is for City Council and Glenpool Utility Services Authority Board of Trustees consideration and action regarding the review and approval of a construction contract change order request submitted by Goins Enterprises, Inc. in the amount of \$28,934.00. This request identifies and covers a series of unit cost deducts and several additional construction cost items and overruns encountered to-date on the Vision 2025 water tower and waterline improvement project. The attached change order request tabulates the various credits and additional cost items being requested. The items shown in red are credited amounts and the items listed in black are additional cost items. Generally, the major items yielding additional installation costs are a result of several errors and misinformation given on City utility atlas maps and record construction drawings that were relied upon during the design phase of the project. One case of this type of misinformation lists a particular existing waterline size as being an 8" ID line as opposed to the 12" ID waterline discovered in the field causing a series of credits and additional cost items necessary to address the necessary up-sizing. One other error discovered required the installation of approximately 500 lf of additional 12" ID waterline in order to connect with a particular existing waterline along 156th Street. As noted, one of the additional cost items was actually a change request from City Staff to install new electronic speed controls (VFD) on the pump motors in the existing pressure booster station in an effort to extend the longevity of the existing equipment being used to fill and maintain the water level in the new tower. It should be noted that Change Order request No. 1 also identifies that, to date, there has been five (5) 'weather days' that have delayed work on the project and are therefore being requested to be added to the contract completion date – thus moving that date from October 28, 2016 to November 3rd.

Based on the overall completion status of the project, Staff is not anticipating future change order requests of this nature or magnitude to fully complete the project. However, there will likely be several small change order requests between now and the completion of the project covering issues such as tower site lighting and miscellaneous booster station upgrades.

Staff is also assuming there will be other future weather related construction delays that will require official approval from the City to extend the contract duration accordingly.

Recommendation:

Staff Recommends approval of Construction Change Order No. 1 that increases the total contract amount \$28,934.00 resulting in a total contract amount of \$2,231,348 and also extends the contract duration five calendar days.

Attachments:

- A. Contract Change Order No. 1

CONTRACT CHANGE ORDER

Change Order No.:	#01	Engineer:	Cowan Group Engineering, LLC
Date:	April 25, 2016	Address:	5416 S. Yale, Suite 210
Bid Number:	GLP-15001		Tulsa, OK 74135
		Phone:	918.949.6171
Project Name:	Glenpool Water System Improvements	Email:	russ@cowangroup.co
Contractor:	Goins Enterprises Inc.	Owner (Grantor):	City of Glenpool & GUSA
Address:	3255 N. County Lane 252	Address:	12205 S. Yukon Ave.
	Joplin, MO 64801		Glenpool, OK 74033
Phone:	1.417.659.6082	Phone:	918.322.5409
Email:	contact@goinsent.com	Email:	

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS

C.O. ITEM	PAY REQ. ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Pay Item Quantity Adjustment							
1	8	Traffic Bound Surface Course - Type E	TON	\$117.00	90	95	\$585.00
24" Fire Hydrant Extension including Water Valve & Box							
2	75(A) §	Fire Hydrant Assembly Extension - 24"	EA	\$949.00	0	1	\$949.00
Add Flush Hydrant on 8" Fill Line - Quantity Adjustment							
3	23	Fire Hydrant Assembly	EA	\$6,000.00	1	2	\$6,000.00
Existing Water Line north of Casper is 12" not 8" as expected, Adjust Fittings accordingly							
4	48(A) §	12"x8" Tee	EA	\$2,200.00	0	1	\$2,200.00
5	48(A) §	8"x8" Tee	EA	\$2,200.00	1	0	(\$2,200.00)
6	48(A)	12" Gate Valve	EA	\$3,300.00	0	1	\$3,300.00
7	48	8" Gate Valve	EA	\$2,600.00	1	0	(\$2,600.00)
8	54(A) §	12" Solid Sleeve	EA	\$1,000.00	0	1	\$1,000.00
9	54	8" Solid Sleeve	EA	\$650.00	1	0	(\$650.00)
10	66	12" PVC Pipe (C900 DR 14)	LF	\$44.00	2,510	2,520	\$440.00
11	45	8" PVC Pipe (C900 DR 14)	LF	\$29.00	3,424	3,414	(\$290.00)
13	72(A) §	12" Solid Sleeve	EA	\$1,000.00	0	1	\$1,000.00
12	72	8" Solid Sleeve	EA	\$650.00	1	0	(\$650.00)
15	71(A) §	12 Check Valve, RJ	EA	\$8,100.00	0	1	\$8,100.00
14	71	8" Check Valve, RJ	EA	\$6,100.00	3	2	(\$6,100.00)
16	69	12" Gate Valve, RJ	EA	\$3,300.00	3	4	\$3,300.00
17	70	8" Gate Valve, RJ	EA	\$2,600.00	1	0	(\$2,600.00)
Add VFD's on Booster Pumps							
18	57(A) §	Variable Frequency Drive Unit (VFD)	EA	\$2,486.50	0	2	\$4,973.00
Add 8" Water Valve on Water Line "C" (Suction)							
19	48	8" Gate Valve	EA	\$2,600.00	0	1	\$2,600.00
20	48(A)	Valve Box	EA	\$600.00	0	1	\$600.00
Extend Water Valve Nut to max depth of 4' from surface							
21	74(A) §	Raise Water Valve Nut	VF	\$50.00	0	8	\$400.00
22	48(B) §	Raise Water Valve Nut	VF	\$50.00	0	4	\$200.00

CONTRACT CHANGE ORDER

Extend WL "A" to actual connection point on 156th St. S.							
23	13	12" PVC Pipe (C900 DR 14)	LF	\$45.00	341	824	\$21,735.00
24	18(A) §	12" 22 1/2" Bend, RJ	EA	\$1,600.00	0	2	\$3,200.00
25	20	12"x8" Reducer	EA	\$1,600.00	1	0	(\$1,600.00)
26	7	Aggregate Base - Type A	CY	\$14.00	33	0	(\$462.00)
27	9	Superpave, S3	TON	\$91.00	12	0	(\$1,092.00)
28	10	Superpave, S4	TON	\$104.00	4	0	(\$416.00)
29	12	Combined Curb & Gutter (6" Barrier)	LF	\$46.00	28	0	(\$1,288.00)
30	17	12"x12" Tee	EA	\$2,200.00	1	0	(\$2,200.00)
31	15	12" Gate Valve	EA	\$3,300.00	3	2	(\$3,300.00)
32	22	Valve Box	EA	\$600.00	7	6	(\$600.00)
33	21	12" Plug	EA	\$1,040.00	2	1	(\$1,040.00)
34	26	Removal of Asphalt Street Pavement	LS	\$4,560.00	1	0	(\$4,560.00)
							\$0.00
							\$0.00
Net Change Order Amount							\$28,934.00
Original Contract Amount							\$2,202,414.00
Total of Previous Change Order(s)							
Total Contract Amount To Date							\$2,231,348.00


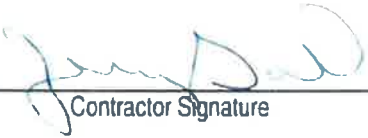
This Change Order **INCREASES** Contract Time by **5** Days
 (Adjusted Completion Date Now: November 3, 2016)

Justification:

This change order is being processed to adjust the total contract amount for the acknowledged quantity adjustments and weather delay days through Pay Request #2; and the following items: 1.) extend Fire Hydrant to meet Hospital Grading; 2.) provide Fire Hydrant as a flushing hydrant on WL "B"; 3.) fittings required to connect proposed water lines "A" & "C" to an existing 12" water line instead of an existing 8" line; 4.) add VFD's to the existing booster pumps; 5.) add a water valve on WL "C"; 6.) extend several deep water valve nut stems; 7.) additional work and materials necessary for WL "A" connection to the existing waterline along the north side of 156th Street S. to extend from the eastern boundary of Windsong Addition to the field determined location near the entry of Windsong Addition. The majority of the items are quantity adjustments to bid items. The items marked with the symbol "§" are items that were not bid items and are subject to the Oklahoma Competitive Bid Act Section 121.B. The items added to the project scope of work that were not bid are valued at \$19,822.00, which represents an adjustment of 0.9% from the contract bid amount.

CONTRACT CHANGE ORDER

Change Order #01
Date April 25, 2016
Bid Number GLP-15001
Project Name Glenpool Water System Improvements

RECOMMENDED:	 Engineer Signature	Cowan Group Engineering, LLC Engineer	
BY:	Russell K. Fischer Printed Name	Project Engineer Title	<u>26 APR 2016</u> Date
ACCEPTED:	 Contractor Signature	Goins Enterprises Inc. Contractor	
BY:	Jerry Goins Printed Name	Vice-President Title	<u>4-26-16</u> Date
APPROVED	_____ Owner Signature	City of Glenpool Owner	
BY	_____ Printed Name	_____ Title	_____ Date
APPROVED	_____ Owner Signature	Glenpool Utility Services Authority (GUSA) Owner	
BY	_____ Printed Name	_____ Title	_____ Date



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: May 2, 2016
Subject: Lease Agreement – Tulsa Community College

Background:

The current lease agreement with Tulsa Community College (TCC) expires in May 2016 by its terms. Both parties wish to extend the lease for another three years to allow TCC to continue to provide services to the Glenpool community. All material terms and conditions remain the same as the prior lease agreement with the following exceptions:

- Lease payments are frozen for the three year term of the lease at \$3,000/month which is the current rate paid by TCC
- TCC has the right to sublet all or part of the building to Glenpool Public Schools for education purposes

Staff Recommendation:

Staff recommends approval of the lease agreement.

Attachments:

Proposed lease agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into by and between the **CITY OF GLENPOOL, OKLAHOMA**, a municipal corporation duly existing and operating under the laws of the State of Oklahoma ("**Lessor**"), and **TULSA COMMUNITY COLLEGE**, an agency of the State of Oklahoma established pursuant to the provisions of Section 4413 of Title 70, Oklahoma Statutes 2001, as part of the Oklahoma higher educational system ("**Lessee**").

WHEREAS, the Lessee is managed and supervised by the Board of Regents of the Tulsa Community College for the furtherance of higher education at its Glenpool Community (West) Campus which campus site is presently located in property belonging to the City of Glenpool, Oklahoma, as further described herein (the "**Premises**"); and

WHEREAS, the Lessor and the Lessee entered into a commercial lease for said Premises on or about May 1, 2011; and

WHEREAS, the Lessee and Lessor now wish to extend the term of that lease for an additional three years by entering into this Lease; and

WHEREAS, it is the desire of the Lessor and the Lessee that Lessee continue to occupy the Premises in order to provide a valuable public service to the citizens of Glenpool and the surrounding areas; and

WHEREAS, in consideration of the foregoing recitals and such other consideration as provided herein, the Lessor and Lessee have determined to enter this Lease.

NOW, THEREFORE, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1

Basic Information. Unless defined otherwise elsewhere in this Lease, the following terms used in this Lease have the following meaning:

- (a) Premises: the building, signage and parking lot located more or less at the southeast corner of 141st South and US Highway 75 in the City of Glenpool, Tulsa County, State of Oklahoma, as more particularly described on **Exhibit A** to this Lease.
- (b) Lessor: City of Glenpool
- (c) Lessor's Rent Payee:
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033
Attn: Director of Finance
Tax Exempt ID # 237196935
Telephone: 918-209-4628
- (d) Lessee: Tulsa Community College

- (e) Lessee's Address for Notice Purposes:
Tulsa Community College
6111 East Skelly Drive
Tulsa, OK 74135-6198
Attn: Dr. Leigh Goodson, President
Phone: 918 595 7868
- (f) Effective Date: The date this Lease is approved and executed by the latter of the Lessor or the Lessee as evidenced hereunder. (May or may not be the Commencement Date of the Lease)
- (g) Commencement Date: May 1, 2016
- (h) Expiration Date: The date immediately preceding the third anniversary of the Commencement Date, or as extended pursuant to Section 2.03.
- (i) Rental Amount: Such payments as provided by Article 2.02 ("Rent").
- (j) Renewal Terms: Annual periods beginning on the date following the Expiration Date if Lease is renewed pursuant to the terms of Section 2.03.

ARTICLE 2

2.01 Lease Term. The Term of this Lease shall begin on the Commencement Date and shall expire on the Expiration Date, subject to the Renewal Terms provided by Section 2.03, and further provided that Lessor's governing body elects to ratify this Lease on an annual basis in the event such annual ratification is required by State law or municipal ordinance of the City of Glenpool. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with exclusive rights for ingress and egress, seven days a week, twenty-four hours a day. Lessor agrees to execute without delay, except and only to the extent as may be unavoidable if referral to Lessor's governing body of any documents, materials, equipment or such other things as may be required by Lessee in connection with Lessee's full use and enjoyment of the Premises is deemed necessary by Lessor.

2.02 Rent. Lessee shall pay Rent monthly to the name and address specified as Lessor's Rent Payee. At Lessee's sole discretion, Rent may be paid annually in advance. Rent shall be payable from the Commencement Date through the termination of the Lease. In the event of a fractional month of occupancy of the Premises, Rent shall be prorated. The parties acknowledge and agree that the Rental Amount shall be a fixed annual amount to be denominated a "Partner Rate" which gives recognition and consideration to the fact that the relationship of the parties has been one of mutual benefit and cooperation since before the Effective Date of this Lease. Such Partner Rate shall be established as follows:

- (a) Base Rent as of Commencement Date: \$3,000 per month, payable monthly or annually at Lessee's sole discretion throughout the term of the lease.
- (b) Notwithstanding the foregoing provision, nothing in this Section or elsewhere in this Lease shall be construed to prevent the parties from negotiating such periodic adjustments to the Rent as reflect the current needs and status of the parties and their relationship each to the other.

2.03 Renewal Terms. Upon expiration of the Term of this Lease, as defined in Section 2.01, Lessee shall have the option to extend the Term of this Lease for one or more Renewal Terms. Election of such option and extension of the Lease by successive Renewal Term(s) shall occur only if Lessee notifies Lessor of Lessee's intention to extend the Term by no later than 90 days prior to the expiration of the current Term (and each Renewal Term) and Lessor, acting by its governing body, approves and documents the respective Renewal Term.

2.04 Lessee's Use. Lessee shall use the Premises for such educational purposes as are consistent with its statutory charge and for any other reasonable concurrent use related to such purposes. Lessee shall maintain the Premises in reasonable condition, excepting for ordinary wear and tear.

2.05 Lessor's Access. If painting, maintaining, inspecting, operating, protecting, repairing, replacing, removing or otherwise changing any component of the Premises is reasonably required by Lessor, or if the safety of either of the Premises or any fixtures thereon is jeopardized for any reason and, in Lessor's reasonable judgment, such event necessitates Lessor's entry upon the Premises, Lessee hereby consents to such entry upon reasonable notice from Lessor or immediately only in such case that notice is not reasonable or possible.

2.06 Maintenance of the Premises.

- (a) Such routine maintenance and repair of the Premises as are commonly associated with and necessitated by occupation of the Premises, to include custodial care and replacement of stock items as generally understood in commercial lease terms, shall be the sole responsibility of Lessee at its exclusive cost.
- (b) Additional non-routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all fixtures and capital improvements owned or installed by Lessor (excluding the back-up generator referenced in subparagraph (c) following), shall be undertaken at the expense of the Lessee up to a maximum cost of \$1,000 per occurrence for all occurrences. Such non-routine maintenance and repair items as exceed the per occurrence cost of \$1,000 shall, to the extent of such excess, be undertaken by Lessor, provided that Lessee shall provide Lessor such documentation of the initial \$1,000 cost and the necessity of exceeding that cost as Lessor may reasonably request.
- (c) Lessor makes no representation and assumes no liability whatsoever for the operating capacity or maintenance of a certain "Generac" back-up electrical generator located immediately to the west of the existing building on the Premises.
- (d) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business on the Premises (and shall ensure that all signage complies with the City of Glenpool Zoning Code (Sign Code)).
- (e) Lessor shall be solely responsible at its cost for the maintenance, repair and replacement as necessary of a certain sign appended to the retaining wall located on the westernmost boundary of the Premises, to the continued placement of which, and replacement as necessary, Lessee hereby gives its consent.

2.07 Termination. This Lease may be terminated without any penalty or further liability as follows:

- (a) On 90 days' written notice by either party of default of any covenant or term hereof by the other party, which default is not cured within 90 days following receipt of such notice of default for the reason that such default cannot be reasonably be cured within said 90 days and where such cure is nevertheless timely commenced and diligently pursued, Lessor may elect to terminate the Lease and release Lessor from all further obligations under the Lease (this does not, however, limiting any rights available to the Lessor or liability of the Lessee in the event that default is neither cured within 90 days following receipt of notice nor is Lessee making a good faith effort to effect such cure); or
- (b) Upon 30 days' notice by Lessee if Lessee is unable through no fault of its own to obtain or maintain any license, permit, other governmental approval or budgetary allocation necessary to the continued operation of Lessee's business on the Premises; or
- (c) Upon 180 days' notice by Lessee if necessary, in the good faith opinion of Lessee, due to reductions in state appropriations or local property tax revenue; or
- (d) Upon 30 days' notice by Lessee if Lessee chooses in its discretion to relocate its operations to other Premises, provided that such alternative Premises shall be within the municipal limits of Lessor and further provided that such relocation will result in complete termination of this Lease and vacation of the Premises; or
- (e) Upon 30 days' notice by Lessor if Lessor does not obtain any consent or other approval from its governing body as shall be lawfully necessary for continuation of the Lease upon good faith effort to do so; or
- (f) Lessee shall have the unilateral right to terminate this Lease and vacate the Premises immediately if the Premises are or become legally or practicably uninhabitable for any reason not the fault of the Lessee.
- (g) Regardless of the date of termination of this Lease for any reason other than uncured default of the Lessee or unavoidable emergency conditions, Lessee shall be permitted to occupy the Premises through the end of the then-current academic semester.

No later than 60 days after the termination of this Lease, by expiration of the then-current Term or otherwise as provided in this Section 2., Lessee will remove its personal property and fixtures and restore the Premises to their condition as of the Commencement Date, reasonable wear and tear excepted.

ARTICLE 3

3.01 Insurance. Lessee agrees to maintain commercial general liability insurance with coverage of at least \$1,000,000 general aggregate and \$500,000 each occurrence. At all times during the Term of this Lease, Lessor will carry and maintain fire and extended coverage insurance covering the Premises and all improvements thereon in amounts not less than full replacement cost.

3.02 Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other, or against the members, officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Article or any other property insurance actually carried by such party. Lessor and Lessee, from time to

time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or its contents.

3.03 Indemnification. [Intentionally Omitted.]

3.04 Damage. If the Premises or any portion of thereof necessary for Lessee's occupancy is damaged during the Term of this Lease, other than by causes attributable to Lessee, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such damage. Rent will be abated proportionately during any period in which there is interference with the operation of Lessee's business over which Lessee has no control and no opportunity to mitigate. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 30 days to repair, then Lessee may in its sole discretion terminate this Lease pursuant to Section 2.07(f).

ARTICLE 4

4.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Premises (collectively, "**Laws**").

4.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's occupancy of the Premises, provided that, at its option, Lessee may elect to terminate this Lease if the estimated cost of such compliance exceeds \$25,000.00.

4.03 Authority to Sign. Each of the individuals executing this Lease on behalf of Lessor and Lessee represents to the other party that such individual is a legally authorized representative of the respective party to this Lease and that all corporate action lawfully or otherwise required to authorize such execution has been taken.

4.04 Environmental Matters.

- (a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with Lessee's use of Hazardous Materials, if any.
- (b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee.
- (c) For purposes of this Section 4.04, "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA. The obligations of this Section 4.04 shall survive the expiration or other termination of this Lease.

4.05 Exclusivity of Lease. Lessor shall not lease, license or otherwise enter into any agreement or arrangement with any entity, subsequent to the date of this Lease, which would limit or interfere with Lessee's exclusive use and occupation of the Premises without the prior written consent of Lessee, which consent shall be at the sole discretion of Lessee.

ARTICLE 5

5.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises, provided that Lessor will ensure that water is available to the Premises without cost to Lessee. Lessor and Lessee each represent to the other that they are exempt from ad valorem, sales, use and income taxes as such might otherwise be applicable to use of the Premises by either party.

5.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that:

- (a) Lessor has full right, power, and authority to execute this Lease;
- (b) Lessor has good and marketable title to the Premises free and clear of any liens, mortgages or other encumbrances;
- (c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way; and
- (d) Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease and any Renewal Term. Lessor agrees to notify Lessee immediately and prior to taking any such action if, at any time during the Term of this Lease, Lessor decides to subdivide, sell, or change the status of the Premises, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting the Premises of which Lessor receives actual notice.

5.03 Succession and Assignment. This Lease shall extend to the Lessor and the Lessee in such corporate form as they lawfully exist as of the Effective Date and shall be binding on and inure to the benefit of any successor party created by the State of Oklahoma for identical or substantially similar purposes as those pertaining to the Lessor and the Lessee as of the Effective Date. Neither party hereto shall have the right, without prior notice to and consent by the other party, to assign or transfer all or any portion of this Lease or to sublet the Premises. Notwithstanding the foregoing, Lessee shall have the right, and Lessor hereby consents, to sublet some or all of the Premises to the Glenpool Public School District upon such terms as Lessee shall determine in its sole discretion. Lessee shall give notice to Lessor of any such sublease. Additionally, this limitation shall not apply to prevent Lessor from transferring ownership of the Premises to any statutory public trust authority of which the City is the legal beneficiary, in which case such transfer will be deemed a succession.

5.04 Prohibition of Liens. Lessee shall have no right or authority whatsoever to allow the title of the Lessor to the Premises or any part thereof to be subjected to any mechanic's or materialmen's lien or other lien. All persons dealing with the Lessee shall take notice of the foregoing and shall look solely to the Lessee for the payment of any indebtedness.

ARTICLE 6. MISCELLANEOUS

6.01 Complete Agreement. It is hereby mutually agreed and understood that this Lease contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Lease shall be void and ineffective unless in writing and signed by all parties hereto. This Lease expressly supersedes and replaces any prior agreements of the parties, including but not limited to the Memorandum of Understanding dated July 2008 and the Lease commencing May 2011, with respect to Lessee's occupation of the Premises.

6.02 Applicable Law. This Lease and the performance hereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, without respect to any conflict of laws, and any dispute not otherwise negotiated or settled hereunder shall be heard in the District Court of Tulsa County. The parties acknowledge that each party and its legal counsel have reviewed this Lease and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

6.03 Notices. All notices and other communications required or permitted under this Lease shall be in writing and shall be given by United States first class registered or certified mail, return receipt requested, postage prepaid, or by reliable overnight or express services, addressed to the party for whom it is intended at the respective address set forth in Article 1. Any such notice or other communication shall be deemed effective when actually received or refused. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

6.04 Recording. Lessor shall prepare and Lessee shall execute and record a memorandum of this Lease.

6.05 Public Record. Both parties to this Lease acknowledge that they are public bodies as that term is defined in the Oklahoma Open Records Act and, as such, further acknowledge that this Lease may and shall be disclosed to all such persons who request to copy or inspect the same under applicable provisions of the Act.

6.06 Severability. Each and every consideration, term, stipulation, condition, covenant, provision and agreement of this Lease is an independent agreement between the parties and the ineffectiveness, for any cause or reason whatsoever, of any part or parts of this Lease shall not render ineffective any of the remainder so long as there shall be a right in the Lessee to use and occupancy of the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals as of the dates written below.

LESSOR: City of Glenpool

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this day personally appeared before me _____,
to me known or satisfactorily proven to me to be the _____ of the City of Glenpool and
who executed the within and foregoing instrument, and acknowledged that he/she signed the same as
his/her free and voluntary act and deed, for the uses and purposes therein stated.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of Oklahoma

My appointment expires: _____

LESSEE: TULSA COMMUNITY COLLEGE

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

On this day personally appeared before me _____, to me
known or satisfactorily proven to me to be the _____ of Tulsa Community
College described in and who executed the within and foregoing instrument, and acknowledged that
he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of Oklahoma

My appointment expires: _____

EXHIBIT "A"

Premises described as 140 W. 141st Street, City of Glenpool, County of Tulsa, State of Oklahoma, 74033, situated in the Southeast corner of the intersection of US Highway 75 and 141st Street, Glenpool, including the existing building thereon, consisting of two floors totaling approximately 17,234 square feet, together with the parking lot and such other incidental features and fixtures as were located on the property at the conclusion of the prior agreement between the parties.

EXCEPTIONS, IF ANY:

NONE

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, May 2, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.
 - 2) Discussion and possible action to approve construction change order number 1 with Goins Enterprises, Inc., amending the 2016 public infrastructure construction contract pertaining to the construction and installation of a water tower and related water lines in the City of Glenpool and increasing the total cost of that contract by \$28,934.00.
(Lynn Burrow, Community Development Director)
- E) Adjournment

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

Signed: _____
Acting Clerk



Public Works Director's Report

May 2, 2016

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- Received results for quarterly BIO monitoring samples passed all tests.
- 4 sewer backups: all 4 were on customer side
- Have not heard anything yet on the Discharge Permit Renewal Application from ODEQ.
- Started the disinfection process on May 1st will continue thru Sept.

Water Distribution:

- Meter reading started on April 1st.
- Meter reading was completed on April 14th.
- Total rereads for April were 118.
- 193 Service Orders, 7 Blue tags and 25 lock ups were issued by the water billing dept.
- 6 New construction meters were set and 11 meter replacements.
- 371 Line locates were issued by call Okie.
- 6 Field work orders were issued.
- 129 Turned off due to none payment.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 18, 2016

The Regular Session of the Glenpool Utility Services Authority was held at 7:33 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Trustees present: Jennifer Ballew; Patricia Agee; Brandon Kearns; Momodou Ceesay; and Timothy Fox.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Julie Casteen, Trust Treasurer; and Lynn Burrow, Community Development Director. Susan White, Trust Clerk, and Wes Richter, Public Works Director were absent.

- A) **Chairman Fox called the meeting to order at 7:33 p.m.**
- B) **Julie Casteen, acting Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business**

- 1) **Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, “Glenpool”) and Rural Water District No. 2, Creek County (“Creek-2”) for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as “Reserved Creek-2 Water Customers” in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties.**

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the essential points of the agreement and authorize the City Attorney to complete negotiations of a final agreement for execution by the Mayor.

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

AGAINST: None

Motion carried.

D) Adjournment.

- Meeting was adjourned at 7:34 p.m.

Date

Chairman

ATTEST:

Acting Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:30 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, May 2, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.
- D) Adjournment.

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

Signed: _____
Acting City Clerk

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
April 4, 2016

The Regular Session of the Glenpool Industrial Authority was held at 7:53 p.m., Council Chambers, Glenpool City Hall. Trustees present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Patricia Agee. Trustee Brandon Kearns was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

- A) Tim Fox, Chairman called the meeting to order at 7:53 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from March 7, 2016 meeting.**

MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to approve minutes as presented.

FOR: Trustee Ballew, Vice Chairman Ceesay, Chairman Fox, Trustee Agee

AGAINST: None

ABSENT: Trustee Kearns

Motion carried.
- D) Adjournment**
 - There being no further business, Chairman Fox declared the meeting adjourned at 7:54 p.m.

Date

Chairman

ATTEST:

Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, May 2, 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) District Administrator Report - Susan White, District Administrator
- D) Mercy Regional EMS Activity Report – Brian Cook, Mercy Regional EMS
- E) Scheduled Business
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meetings
- F) 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

Mercy Regional



Brian Cook
Director of Operations
PO Box 2398
Owasso, OK 74055
Office: 918.609.5827
Email: bcook@mercy-regional.com

To: Honorable Chair and GEMS District Board Members
From: Brian Cook, Director of Operations
Date: April 28, 2016
Subject: EMS Report

During the period of April 22, 2016 to April 27, 2016 we logged 20 responses.

Emergency responses: 20 – 95% response time compliance with an average of a 5 minute response.

One incident took nine minutes because the crews GPS took them the wrong way. Crews were counseled on confirming address location in the map book along with GPS technology.

All responses were handled by Mercy Regional EMS and no mutual aid was received.

We have been working with the Glenpool Fire Department and I believe we have a great working relationship. We continue to work on radio communications between both agencies as we haven't been able to link both radio systems together at this point but have given the fire department one of our radios so we can communicate. This is just a temporary solution until we can get the radio system figured out.

A handwritten signature in black ink, appearing to read "Brian Cook". The signature is stylized and cursive.

Brian Cook,
Director of Operations

Data

Call Date	CallNumt	Destination	Call Type	Unit	Assigned	Dispatched	ErScene	ArScene	ClearDest
4/22/2016	16040749	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/22/2016 10:41:00 AM	4/22/2016 10:41:00 AM	4/22/2016 10:42:00 AM	4/22/2016 10:46:30 AM	4/22/2016 12:09:56 PM
4/23/2016	16040794	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/23/2016 9:41:00 AM	4/23/2016 9:41:00 AM	4/23/2016 9:42:00 AM	4/23/2016 9:48:02 AM	4/23/2016 11:08:39 AM
4/23/2016	16040802	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/23/2016 1:41:22 PM	4/23/2016 1:41:23 PM	4/23/2016 1:41:24 PM	4/23/2016 1:45:36 PM	4/23/2016 2:08:46 PM
4/23/2016	16040811	ST. JOHN TULSA	911 GLENPOOL	MEDIC 401	4/23/2016 9:13:00 PM	4/23/2016 9:13:00 PM	4/23/2016 9:14:00 PM	4/23/2016 9:18:54 PM	4/23/2016 10:29:08 PM
4/24/2016	16040826	HILLCREST MEDICAL CENTER	911 GLENPOOL	MEDIC 401	4/24/2016 11:23:41 AM	4/24/2016 11:23:42 AM	4/24/2016 11:24:15 AM	4/24/2016 11:27:17 AM	4/24/2016 12:28:19 PM
4/24/2016	16040831	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/24/2016 2:50:58 PM	4/24/2016 2:50:59 PM	4/24/2016 2:51:33 PM	4/24/2016 2:55:00 PM	4/24/2016 3:46:07 PM
4/24/2016	16040836	HILLCREST SOUTH	911 GLENPOOL	MEDIC 401	4/24/2016 7:08:32 PM	4/24/2016 7:08:35 PM	4/24/2016 7:09:03 PM	4/24/2016 7:13:13 PM	4/24/2016 8:28:55 PM
4/25/2016	16040842	ST. FRANCIS SOUTH	911 GLENPOOL	MEDIC 401	4/25/2016 4:08:28 AM	4/25/2016 4:08:30 AM	4/25/2016 4:09:33 AM	4/25/2016 4:13:52 AM	4/25/2016 5:10:51 AM
4/25/2016	16040858	CANCELLED ENROUTE	911 GLENPOOL	MEDIC 401	4/25/2016 1:53:00 PM	4/25/2016 1:53:00 PM	4/25/2016 1:53:00 PM		4/25/2016 1:55:36 PM
4/25/2016	16040875	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/25/2016 8:06:00 PM	4/25/2016 8:06:00 PM	4/25/2016 8:07:00 PM	4/25/2016 8:09:00 PM	4/25/2016 8:52:56 PM
4/26/2016	16040882	HILLCREST MEDICAL CENTER	911 GLENPOOL	MEDIC 401	4/26/2016 4:28:00 AM	4/26/2016 4:28:00 AM	4/26/2016 4:29:55 AM	4/26/2016 4:33:49 AM	4/26/2016 5:39:58 AM
4/26/2016	16040884	HILLCREST SOUTH	911 GLENPOOL	MEDIC 401	4/26/2016 7:03:07 AM	4/26/2016 7:03:08 AM	4/26/2016 7:04:59 AM	4/26/2016 7:06:49 AM	4/26/2016 8:07:00 AM
4/26/2016	16040887	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 110	4/26/2016 9:05:00 AM	4/26/2016 9:05:00 AM	4/26/2016 9:09:40 AM	4/26/2016 9:12:20 AM	4/26/2016 10:32:00 AM
4/26/2016	16040911	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/26/2016 5:52:44 PM	4/26/2016 5:52:47 PM	4/26/2016 5:53:43 PM	4/26/2016 5:55:31 PM	4/26/2016 6:18:14 PM
4/26/2016	16040914	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:39:51 PM	4/26/2016 7:41:28 PM
4/26/2016	16040915	CANCELLED BY PD OR OTHER SERVICE	911 GLENPOOL	MEDIC 110	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:41:33 PM	4/26/2016 6:56:22 PM
4/26/2016	16040917	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 115	4/26/2016 6:36:00 PM	4/26/2016 6:36:00 PM	4/26/2016 6:36:00 PM	4/26/2016 6:43:28 PM	4/26/2016 7:41:43 PM
4/26/2016	16040924	ST. JOHN TULSA	911 GLENPOOL	MEDIC 401	4/26/2016 11:24:00 PM	4/26/2016 11:24:00 PM	4/26/2016 11:26:00 PM	4/26/2016 11:30:07 PM	4/27/2016 12:27:04 AM
4/27/2016	16040947	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/27/2016 2:09:00 PM	4/27/2016 2:09:00 PM	4/27/2016 2:11:00 PM	4/27/2016 2:15:03 PM	4/27/2016 2:28:38 PM
4/27/2016	16040960	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/27/2016 9:51:00 PM	4/27/2016 9:51:00 PM	4/27/2016 9:53:00 PM	4/27/2016 10:00:08 PM	4/27/2016 10:55:22 PM

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
April 4, 2016

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:54 p.m., Council Chambers, Glenpool City Hall. Members present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Patricia Agee. Member Brandon Kearns was absent.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Clerk/Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager was also present.

- A) **Chairman Fox called the meeting to order at 7:54 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **District Administrator Report - Susan White, District Administrator**
 - Susan White advised that she had attended a recent planning meeting between members of the Glenpool Fire Department and Mercy Regional EMS. Valuable information was shared between the groups equipping them for a smooth transition.
 - Ms. White advised the Board of Mercy's interest to occupy the ambulance station as soon as legally possible. Lowell Peterson, District Attorney commented on the current legal ownership status and expectation to regain title to the property, following the default of the mortgagor.
 - Ms. White declared that she would be meeting with Treasurer Casteen soon to begin the budget process for FY 16-17.
 - Mr. Brian Cook, Director of Operations with Mercy Regional reported that they had obtained their state license for Glenpool; purchased a new ambulance; and they are hiring crews. He also reported that they have worked out a temporary lease agreement with Grandview Heights Apartments until such time that the ambulance station is available. During the interim, the ambulance will not run lights and sirens until they have exited the apartment complex so not to disturb the tenants. Mr. Cook commented on Mercy's practice to be good community partners and they plan to host an open house at the ambulance station.
- D) **Schedule Business**
 - 1) **Discussion and possible action to approve minutes from March 7, and March 22, 2016 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Member Agee to approve minutes as presented.
FOR: Member Ballew; Vice Chairman Ceesay; Chairman Fox; Member Agee
AGAINST: None
ABSENT: Member Kearns
Motion Carried
- E) **Adjournment.**
 - There being no further business, the meeting was adjourned at 8:04 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 18, 2016**

The Regular Session of the Glenpool Utility Services Authority was held at 7:33 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Trustees present: Jennifer Ballew; Patricia Agee; Brandon Kearns; Momodou Ceesay; and Timothy Fox.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Julie Casteen, Trust Treasurer; and Lynn Burrow, Community Development Director. Susan White, Trust Clerk, and Wes Richter, Public Works Director were absent.

- A) **Chairman Fox called the meeting to order at 7:33 p.m.**
- B) **Julie Casteen, acting Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business**

- 1) **Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, “Glenpool”) and Rural Water District No. 2, Creek County (“Creek-2”) for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as “Reserved Creek-2 Water Customers” in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties.**

MOTION: Vice-Mayor Ceesay, second by Councilor Agee to approve the essential points of the agreement and authorize the City Attorney to complete negotiations of a final agreement for execution by the Mayor.

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

AGAINST: None

Motion carried.

D) Adjournment.

- Meeting was adjourned at 7:34 p.m.

Date

Chairman

ATTEST:

Acting Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:30 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, May 2, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.
- D) Adjournment.

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

Signed: _____
Acting City Clerk

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
April 4, 2016

The Regular Session of the Glenpool Industrial Authority was held at 7:53 p.m., Council Chambers, Glenpool City Hall. Trustees present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Patricia Agee. Trustee Brandon Kearns was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

- A) Tim Fox, Chairman called the meeting to order at 7:53 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from March 7, 2016 meeting.**

MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to approve minutes as presented.

FOR: Trustee Ballew, Vice Chairman Ceesay, Chairman Fox, Trustee Agee

AGAINST: None

ABSENT: Trustee Kearns

Motion carried.
- D) Adjournment**
 - There being no further business, Chairman Fox declared the meeting adjourned at 7:54 p.m.

Date

Chairman

ATTEST:

Secretary

**NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING**

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, May 2, 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) District Administrator Report - Susan White, District Administrator
- D) Mercy Regional EMS Activity Report – Brian Cook, Mercy Regional EMS
- E) Scheduled Business
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meetings
- F) 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

Mercy Regional



Brian Cook
Director of Operations
PO Box 2398
Owasso, OK 74055
Office: 918.609.5827
Email: bcook@mercy-regional.com

To: Honorable Chair and GEMS District Board Members
From: Brian Cook, Director of Operations
Date: April 28, 2016
Subject: EMS Report

During the period of April 22, 2016 to April 27, 2016 we logged 20 responses.

Emergency responses: 20 – 95% response time compliance with an average of a 5 minute response.

One incident took nine minutes because the crews GPS took them the wrong way. Crews were counseled on confirming address location in the map book along with GPS technology.

All responses were handled by Mercy Regional EMS and no mutual aid was received.

We have been working with the Glenpool Fire Department and I believe we have a great working relationship. We continue to work on radio communications between both agencies as we haven't been able to link both radio systems together at this point but have given the fire department one of our radios so we can communicate. This is just a temporary solution until we can get the radio system figured out.

A handwritten signature in black ink, appearing to read "Brian Cook". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Brian Cook,
Director of Operations

Data

Call Date	CallNumt	Destination	Call Type	Unit	Assigned	Dispatched	ErScene	ArScene	ClearDest
4/22/2016	16040749	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/22/2016 10:41:00 AM	4/22/2016 10:41:00 AM	4/22/2016 10:42:00 AM	4/22/2016 10:46:30 AM	4/22/2016 12:09:56 PM
4/23/2016	16040794	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/23/2016 9:41:00 AM	4/23/2016 9:41:00 AM	4/23/2016 9:42:00 AM	4/23/2016 9:48:02 AM	4/23/2016 11:08:39 AM
4/23/2016	16040802	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/23/2016 1:41:22 PM	4/23/2016 1:41:23 PM	4/23/2016 1:41:24 PM	4/23/2016 1:45:36 PM	4/23/2016 2:08:46 PM
4/23/2016	16040811	ST. JOHN TULSA	911 GLENPOOL	MEDIC 401	4/23/2016 9:13:00 PM	4/23/2016 9:13:00 PM	4/23/2016 9:14:00 PM	4/23/2016 9:18:54 PM	4/23/2016 10:29:08 PM
4/24/2016	16040826	HILLCREST MEDICAL CENTER	911 GLENPOOL	MEDIC 401	4/24/2016 11:23:41 AM	4/24/2016 11:23:42 AM	4/24/2016 11:24:15 AM	4/24/2016 11:27:17 AM	4/24/2016 12:28:19 PM
4/24/2016	16040831	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/24/2016 2:50:58 PM	4/24/2016 2:50:59 PM	4/24/2016 2:51:33 PM	4/24/2016 2:55:00 PM	4/24/2016 3:46:07 PM
4/24/2016	16040836	HILLCREST SOUTH	911 GLENPOOL	MEDIC 401	4/24/2016 7:08:32 PM	4/24/2016 7:08:35 PM	4/24/2016 7:09:03 PM	4/24/2016 7:13:13 PM	4/24/2016 8:28:55 PM
4/25/2016	16040842	ST. FRANCIS SOUTH	911 GLENPOOL	MEDIC 401	4/25/2016 4:08:28 AM	4/25/2016 4:08:30 AM	4/25/2016 4:09:33 AM	4/25/2016 4:13:52 AM	4/25/2016 5:10:51 AM
4/25/2016	16040858	CANCELLED ENROUTE	911 GLENPOOL	MEDIC 401	4/25/2016 1:53:00 PM	4/25/2016 1:53:00 PM	4/25/2016 1:53:00 PM		4/25/2016 1:55:36 PM
4/25/2016	16040875	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/25/2016 8:06:00 PM	4/25/2016 8:06:00 PM	4/25/2016 8:07:00 PM	4/25/2016 8:09:00 PM	4/25/2016 8:52:56 PM
4/26/2016	16040882	HILLCREST MEDICAL CENTER	911 GLENPOOL	MEDIC 401	4/26/2016 4:28:00 AM	4/26/2016 4:28:00 AM	4/26/2016 4:29:55 AM	4/26/2016 4:33:49 AM	4/26/2016 5:39:58 AM
4/26/2016	16040884	HILLCREST SOUTH	911 GLENPOOL	MEDIC 401	4/26/2016 7:03:07 AM	4/26/2016 7:03:08 AM	4/26/2016 7:04:59 AM	4/26/2016 7:06:49 AM	4/26/2016 8:07:00 AM
4/26/2016	16040887	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 110	4/26/2016 9:05:00 AM	4/26/2016 9:05:00 AM	4/26/2016 9:09:40 AM	4/26/2016 9:12:20 AM	4/26/2016 10:32:00 AM
4/26/2016	16040911	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/26/2016 5:52:44 PM	4/26/2016 5:52:47 PM	4/26/2016 5:53:43 PM	4/26/2016 5:55:31 PM	4/26/2016 6:18:14 PM
4/26/2016	16040914	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:39:51 PM	4/26/2016 7:41:28 PM
4/26/2016	16040915	CANCELLED BY PD OR OTHER SERVICE	911 GLENPOOL	MEDIC 110	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:35:00 PM	4/26/2016 6:41:33 PM	4/26/2016 6:56:22 PM
4/26/2016	16040917	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 115	4/26/2016 6:36:00 PM	4/26/2016 6:36:00 PM	4/26/2016 6:36:00 PM	4/26/2016 6:43:28 PM	4/26/2016 7:41:43 PM
4/26/2016	16040924	ST. JOHN TULSA	911 GLENPOOL	MEDIC 401	4/26/2016 11:24:00 PM	4/26/2016 11:24:00 PM	4/26/2016 11:26:00 PM	4/26/2016 11:30:07 PM	4/27/2016 12:27:04 AM
4/27/2016	16040947	SIGNED PATIENT REFUSAL	911 GLENPOOL	MEDIC 401	4/27/2016 2:09:00 PM	4/27/2016 2:09:00 PM	4/27/2016 2:11:00 PM	4/27/2016 2:15:03 PM	4/27/2016 2:28:38 PM
4/27/2016	16040960	ST. FRANCIS TULSA	911 GLENPOOL	MEDIC 401	4/27/2016 9:51:00 PM	4/27/2016 9:51:00 PM	4/27/2016 9:53:00 PM	4/27/2016 10:00:08 PM	4/27/2016 10:55:22 PM

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
April 4, 2016

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:54 p.m., Council Chambers, Glenpool City Hall. Members present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Patricia Agee. Member Brandon Kearns was absent.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Clerk/Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager was also present.

- A) **Chairman Fox called the meeting to order at 7:54 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **District Administrator Report - Susan White, District Administrator**
 - Susan White advised that she had attended a recent planning meeting between members of the Glenpool Fire Department and Mercy Regional EMS. Valuable information was shared between the groups equipping them for a smooth transition.
 - Ms. White advised the Board of Mercy's interest to occupy the ambulance station as soon as legally possible. Lowell Peterson, District Attorney commented on the current legal ownership status and expectation to regain title to the property, following the default of the mortgagor.
 - Ms. White declared that she would be meeting with Treasurer Casteen soon to begin the budget process for FY 16-17.
 - Mr. Brian Cook, Director of Operations with Mercy Regional reported that they had obtained their state license for Glenpool; purchased a new ambulance; and they are hiring crews. He also reported that they have worked out a temporary lease agreement with Grandview Heights Apartments until such time that the ambulance station is available. During the interim, the ambulance will not run lights and sirens until they have exited the apartment complex so not to disturb the tenants. Mr. Cook commented on Mercy's practice to be good community partners and they plan to host an open house at the ambulance station.
- D) **Schedule Business**
 - 1) **Discussion and possible action to approve minutes from March 7, and March 22, 2016 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Member Agee to approve minutes as presented.
FOR: Member Ballew; Vice Chairman Ceesay; Chairman Fox; Member Agee
AGAINST: None
ABSENT: Member Kearns
Motion Carried
- E) **Adjournment.**
 - There being no further business, the meeting was adjourned at 8:04 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman