

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, March 2, 2015, 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 - Mayor Ceesay
- B)** Roll call, declaration of quorum – Susan White, City Clerk; Mayor Ceesay
- C)** Invocation – Rev. Heather Scherer, Living Water United Methodist Church
- D)** Pledge of Allegiance – Mayor Ceesay
- E)** Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director
- F)** Community Development Report – Lynn Burrow, Community Development Director
- G)** Chamber of Commerce Report – Amy Rogers, President
- H)** City Manager Report – Roger Kolman, City Manager
- I)** Mayor Report – Momodou Ceesay, Mayor
- J)** Council Comments
- K)** Public Comments
- L)** Reading of Proclamation - Momodou Ceesay, Mayor
- M)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from February 17, 2015 meeting.
 - 2)** Discussion and possible action to adopt Resolution No. 15-03-01, A Joint Resolution To Recognize Publicly The Services Historically Provided By The Citizen Volunteer First Responder Agency, To Terminate Its Continued Existence And Enable The City Manager To Take Such Further Actions As Are Appropriate And Necessary To Give Effect To This Resolution.
(Lowell Peterson, City Attorney)
 - 3)** Discussion and possible action to adopt Ordinance No. 694, An Ordinance Amending Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services;

And Article B, First Responder Service, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013) And Repealing All Ordinances Or Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith; And Declaring An Emergency.
(Lowell Peterson, City Attorney)

- 4) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 694 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.

(Lowell Peterson, City Attorney)

- 5) Discussion and possible action to approve City of Glenpool Morris Park User Agreement with Glenpool Baseball League for 2015 and 2016 playing seasons.
(Lynn Burrow, Community Development Director)

N) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____am/pm.

Signed: _____
City Clerk



Glenpool Conference Center
12205 S. Yukon Ave.
PO Box 70
Glenpool, OK 74033

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
CONFERENCE CENTER DIRECTOR

RE: CONFERENCE CENTER REPORT FEBRUARY 2015

DATE: FEBRUARY 25, 2015

BACKGROUND

During the month of February, the conference center welcomed visitors to Glenpool for the three day Just Between Friends consignment sale as well as the three day Greater Tulsa Indian Art Festival. In addition to these events, we also hosted corporate meetings for McDonald's, Sam's Club, Rodan & Fields, Bios Corporation and USA Compressions along with OK Municipal Court Clerk Association training.

The high school music class held a Valentine's Day dinner theatre and had 160 attendees at both performances. The Greater Tulsa Delta Waterfowl Association and Crisis Pregnancy Outreach both held their banquets at our facility.

Over the past month, the conference center revenue was \$28,471 bringing the total revenue for the fiscal year to \$197,523.

Upcoming community events at the conference center include the National Wild Turkey Federation Banquet on March 27th and the King of Kings Spring Market on March 28th. Be sure to mark your calendar for the next Family Movie Night on April 18th at 7:30pm in Black Gold Park as well as the first Glenpool Car Show on April 25th from 8am-2pm on 141st St.



Community Development Director's Report

February 24, 2015

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors and Board Members,

The following report highlights and summarizes the various activities that are currently being addressed and processed by the Community Development Department related to major public and private improvement and construction projects:

City/Public Related Projects:

Signalization Project – 121st Street & US Highway No.75:

- The engineering consultant is predicting final approval of the design and construction plans and specifications sometime in March, 2015.
- Upon approval by ODOT, the State will provide a final estimate of construction costs involved with the installation of these improvements based on other recent similar projects. At that point, ODOT will issue an invoice to the City for the 25% cost sharing agreed to by City Resolution to initiate the project last summer.
- Upon payment of the 25% share of estimated cost, ODOT will place the project out to public bid, receive bids, award the project to the successful Bidder, and administer the contracted work through completion.
- Actual construction is estimated to take approximately ninety (90) days to fully complete and become operational.
- Project completion is estimated to be on or before September 1st, 2015 - at which time the City must accept the new improvements for maintenance purposes.

Longhorn Sewage Liftstation Rehabilitation Project:

- ONG has completed the relocation of an existing 4" gas line necessary to accommodate the revisions to the station.
- OG&E will be installing a new 3-phase electric service line and meter panel to the station in March to accommodate the upgraded pumping system.

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Mayor Momodou Ceesay, Vice-Mayor Alyce Korb, Councilors: Tim Fox, Patricia Agee, and Jennifer Ballew

City Manager Roger Kalman, City Clerk Susan White

www.glenpoolonline.com

- Valve vault and exterior piping modifications have been started.
- Retaining wall and perimeter security fence construction will begin in March.
- The Contractor is estimating approximately March 15st for delivery of pumps and motors in order to begin interior equipment and piping modifications.
- The completion of pump replacement, interior and exterior piping, and the installation of new 3-phase electrical service is projected to be on or before April 15th.
- Delivery and installation of the auxiliary emergency power generator is expected sometime in June.

Public Stormwater Detention Facility Rehabilitation Projects:

- Two existing publically owned stormwater detention facilities (ponds) are being cleared and rehabilitated by removing brush, trash, and misc. debris that has accumulated over time.
- Streets & Parks crews are currently working to complete this work on facilities located in Glen Pines and Glen Park additions.
- Completion of these projects is anticipated in the later part of March – depending on weather conditions.

Private Development and/or Building Projects:

Grandview Heights Apartments: MonTapp Addition

- At this time, all buildings in the project are in various stages of completion ranging from framing and ‘rough-in’ to full interior and exterior finishes.
- Pre-leasing activities have started with accommodations having been made for office space on the first floor of the Conference Center to provide an area for the start-up of apartment unit lease reservations.
- The project’s clubhouse is anticipated to be complete and open for permanent leasing operations by the end of April.
- The Developer and General Contractor have not disclosed a full project completion date.

Mansfield Lane Residential Subdivision:

- Currently, the Developer is finalizing the installation of the private improvements proposed and approved by the City under the provisions of the Planned Unit Development approved for the project. Those improvements include: subdivision entry walls, columns, and fencing, landscape planting, sod and seeding for permanent erosion control, and re-vegetation throughout the project.
- Home Creations Building Company has submitted and received a total of twelve (12) building permits in the addition. Currently, there are seven homes under construction in various stages of completion.

Glen Abbey Addition: Phase II

- This project is located immediately west and adjacent to the Phase I subdivision and contains 91 residential lots.
- As of this date, the City Building Department has received, processed, and issued seventeen (22) building permits in this phase of the addition. Currently, there are a total of 16 homes under construction in various stages of completion.

The Crossings at Glenpool Phase IV:

- This phase of the overall addition features forty three (43) residential lots.
- At this time, there have been thirty five (38) building permits processed and issued within this phase. Currently, there are a total of 18 homes under construction in various stages of completion.

The Crossings at Glenpool Phase V:

- The development construction and installation of utility system infrastructure within this last phase of the overall project is well underway and will contain a total of forty two (42) residential lots when completed.
- Completion of development infrastructure improvements is anticipated to be approximately May 15, 2015.

Elwood Corner Commercial Center:

- This project is located at the northwest corner of 141st Street and Elwood Avenue and features an 11,300 s.f. multi-tenant single story building with associated parking, drives, and various other site related improvements.
- Site related improvement construction is progressing parallel with the completion of the building structure.
- The building is in the tenant build-out stage of construction.
- At this time, the Developer has not indicated an anticipated completion date for the project, but states that the facility has been fully leased.

Starbucks:

- The site and building construction is in the final tenant improvement build-out stage with completion of the building and site related improvements anticipated within 30 days - barring significant inclement weather conditions.
- At this time, the developer has not indicated a tentative Grand Opening for the facility.

Texon Industrial Facility:

- This petroleum blending project is located on an Industrial Zoned 15.19 acre parcel at the northeast corner of 131st Street and US Highway 75.
- The construction of the site improvements is well underway at this time but has been impacted somewhat by recent weather conditions.
- The developer is predicting final project completion and start-up of operations by approximately May 1st.

Mastercraft Floor Covering Project:

- This project is located on a commercial lot in Rolling Meadow Apartment Addition on the south side of 146th Street - approximately 500' west of US Highway 75.
- The project consists of a single story, 8000 square foot, multi-tenant, office/warehouse type building situated on a 1.84 acre site.
- Currently, the project is in the interior tenant build-out stage of construction.
- The Developer has not released a tentative project completion date at this time.

New Development Projects:

- Myanmar Christian Church has submitted a sketch plat to the Planning Department Staff for review for a private development project located on the north side of 181st Street approximately one half mile west of US Highway 75. The tract contains approximately ten (10) acres and will be the site of several church related facilities.
- Sunoco Corporation has announced their intent to develop and construct a butane fuel blending facility on a parcel located on the east side of US Highway 75 at approximately 128th Street - immediately north of the new Texon facility.
- Summit Property Company is the Developer of the Mansfield Lane residential subdivision located on the east side of Elwood Avenue at 147th Street. The Developer has announced the continuation of the first phase of this development and has submitted a preliminary sketch plat for staff review. The sketch plat covers the balance of the overall development and consists of approximately 67 acres. The new portion of the development connects with the east side of the Phase I Addition and also fronts onto 151st Street.
- American "T's" has announced the development and construction of a new commercial facility on the north side of 151st Street fronting onto Dogwood Avenue. The project will incorporate an existing building previously known as Bonnet Dentistry and will also include the construction of a new attached single story 5600 s.f. building structure.

Glenpool Residential and Commercial Building Permit Statistics thru February:

- | | |
|--|----------|
| • New Residential Permits Issued in February 2015: | 11 Total |
| • New Commercial Permits Issued in February 2015: | 1 Total |
| • Current Active Residential Permits: | 93 Total |

- Current Active Commercial Permits: 10 Total
- 2014 Residential Permits Issued thru February: 13 Total
- 2015 Residential Permits Issued thru February: 36 Total
- 2014 Commercial Permits Issued thru February: -0- Total
- 2015 Commercial Permits Issued thru February: 1 Total

PROCLAMATION
NATIONAL PANCAKE DAY
MARCH 3, 2015

WHEREAS, Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life.

WHEREAS, Shriners Hospitals for Children gives children the opportunity to receive treatment for orthopedic problems, severe burns and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patient's ability to pay, that is essential to becoming successful and contributing adults.

WHEREAS, on March 3, 2015, Shriners Hospitals for Children and IHOP, will join together to encourage people to donate to Shriners Hospitals for Children activities in our city.

BE IT RESOLVED that I, Momodou Ceesay, Mayor of City of Glenpool, in recognition of this important event, do hereby proclaim March 3, 2015, as “IHOP’s National Pancake Day and Shriners Hospitals for Children Day.”

Signed this 2nd day of March, 2015.

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

MINUTES

CITY COUNCIL MEETING

February 17, 2015

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Momodou Ceesay, Mayor; Alyce Korb, Vice-Mayor; Tim Fox, Councilor; Patricia Agee, Councilor and Jennifer Ballew, Councilor.

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

Also present were:

- A) Mayor Ceesay called the meeting to order at 6:03 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.**
- C) Rick Malone offered the Invocation.**
- D) Mayor Ceesay led the Pledge of Allegiance.**
- E) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman shared the results of the meeting with INCOG consultants to discuss the City's VISION 2025 funding application.
 - A meeting of Tulsa County and Metro cities is scheduled for May 18, 2015 to discuss the future of the .06 percent sales tax.
- F) Mayor Report – Momodou Ceesay, Mayor**
 - Mayor Ceesay announced that the pancake breakfast fundraiser is rescheduled for Tuesday, February 24 at Living Water United Methodist Church. Funds raised will go to support Mercy Missions.
- G) Council Comments**
 - None
- H) Public Comments**
 - None
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from February 2, 2015 meeting.**

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

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

AGAINST: None

Motion carried.

- 2) Discussion and possible action to approve RESOLUTION NO. 15-02-01, A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A PROJECT AGREEMENT FOR SIGNALIZATION AT THE INTERSECTION OF 121ST STREET AND US HWY 75 EXIT RAMP WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), AND TO DEPOSIT LOCAL FUNDS WITH ODOT EQUIVALENT TO TWENTY-FIVE PERCENT OF THE ESTIMATED PROJECT COSTS.

Lynn Burrow, Community Development Director introduced the ODOT Project Agreement and recommended Council approval of Resolution No. 15-02-01, authorizing the city to enter into the agreement. Mr. Burrow advised that the city's share of construction costs will amount to approximately \$35,000 and annual maintenance costs should approximate \$1,500. **MOTION:** Vice Mayor Korb moved, second by Councilor Agee to approve Resolution No. 15-02-01 as presented.

FOR: Councilor Agee; Councilor Ballew; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None

Motion carried.

- 3) Discussion and possible action to approve, RESOLUTION NO. 15-02-02, A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO COLLECTION AGREEMENT WITH ABERDEEN ENTERPRIZES II, INC., FOR THE PURPOSE OF COLLECTING DELINQUENT ACCOUNTS RECEIVABLE BASED ON WARRANTS, CITATIONS, FINES AND COSTS ASSESSED BY THE GLENPOOL MUNICIPAL COURT.

Lowell Peterson, City Attorney presented Resolution No. 15-02-02 for approval. Mr. Peterson described the service and advised the Council that the agreement, if approved would replace the current agreement for service rendered by AMS Collections for municipal court only. AMS will continue to provide collection services for municipal utilities.

MOTION: Councilor Fox moved, second by Councilor Agee to approve Resolution No. 15-02-02 as presented.

FOR: Councilor Ballew; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None

Motion carried.

- 4) Discussion and possible action to approve RESOLUTION NO. 15-02-03, A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 4 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY THOUSAND SIX HUNDRED FORTY ONE DOLLARS (1,540,641) FOR THE PERFORMANCE OF A MASTER WATER STUDY AND THE DESIGN AND CONSTRUCTION OF AN ELEVATED WATER STORAGE TOWER ON PROPERTY BELONGING TO THE CITY AT 156TH STREET SOUTH, EAST OF US HIGHWAY 75, TULSA COUNTY, FOR THE PURPOSE OF FACILITATING FUTURE DEVELOPMENT OF THE CITY OF GLENPOOL TO THE SOUTH OF 151ST STREET SOUTH (STATE HIGHWAY 67), TULSA COUNTY.

Roger Kolman, City Manager described the recommendation of the VISION 2025 INCOG consultants to submit an application for funding for the purpose of conducting a master water study and design/construction of a water tower to service future development south of 151st Street. He further declared that part of the funding for the projects described would be met through 2011 bond funds. He recommended approval of Resolution No. 15-02-03 declaring the intended purpose as described and presented.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to approve Resolution No. 15-02-03 as presented.

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

AGAINST: None

Motion carried.

- 5) **Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority City-Wide Water Distribution System Model and Report Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.**

Mr. Lynn Burrow presented for approval a contract with Cowan Engineering Group, LLC for design of a City-Wide Water Distribution System Model discussed in Item 4.

MOTION: Councilor Agee moved, second by Councilor Fox to approve a contract with Cowan Engineering Group, LLC as presented.

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

AGAINST: None

Motion carried.

- 6) **Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority Water Storage Construction Documents Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.**

Mr. Lynn Burrow presented for approval a contract with Cowan Engineering Group, LLC for design of a Water Storage facility discussed in Item 4.

MOTION: Councilor Agee moved, second by Councilor Fox to approve a contract with Cowan Engineering Group, LLC as presented.

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

AGAINST: None

Motion carried.

- 7) **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.**

Mr. Burrow submitted for approval the Lease Agreement with Mr. Nozak. Mr. Burrow advised that the Landing Church who has operated the concessions in the past, no longer wish to continue. Mr. Nozak currently operates a variety of concession outlets in the metro area.

MOTION: Councilor Fox moved, second by Councilor Agee 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: Councilor Fox; Councilor Agee; Councilor Ballew; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

8) Discussion only of proposed City of Glenpool Social Media Policy.

Lowell Peterson, City Attorney presented an updated draft of the proposed Social Media Policy. Mr. Peterson briefly described the content and noted that at Council request the latest version represented a condensed model of the previous draft.

9) Discussion only of proposed Ordinance to establish Parks and Recreation Department and to appoint a voluntary Parks and Recreation Advisory Board.

Mr. Peterson presented a draft Ordinance for Council discussion. He reviewed provisions from the Oklahoma statutes concerning Parks and Recreation Advisory Boards. He suggested a final draft could be presented in a future Council workshop.

J) Adjournment.

- Meeting was adjourned at 7:06 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL/CHAIRMAN AND BOARD OF TRUSTEES
From: Lowell L. Peterson, City/GEMS Attorney
Date: March 2, 2015
Subject: Emergency Medical Responder Services

Background:

For purposes of the State of Oklahoma Emergency Response Systems Development Act, at Title 63 §§ 1-2501 – 1-2516 of the Oklahoma Statutes, and Oklahoma Health Department regulations, the persons that we regularly call “First Responders” are actually “emergency medical responders” (EMR’s) who are individuals certified by the Oklahoma Health Department to perform limited and defined emergency medical services. A First Responder “agency” or “department” is more properly referred to as an “emergency medical responder (EMR) agency,” and means any type of organization that is certified by the Health Department to provide emergency medical care, but not transport. An EMR agency may consist only of EMR’s or may also include licensed emergency medical personnel (EMT’s and above) and must function under the direction of a Medical Director.

Under Title 5, Chapter 2, Article A, of the Glenpool City Code, First Responder means any person, fire department unit, law enforcement unit or non-transporting rescue unit capable of providing appropriate first responder service, excluding transportation, under the auspices of a certified First Responder agency. There is no definition of First Responder agency in the ordinance. However, according to records of the Oklahoma Health Department, the City of Glenpool currently has two EMR agencies that are certified by the State to perform EMR services. These include the Fire Department and the citizen volunteer First Responder agency under the direction of its EMS Director.

For purposes of this memorandum, the terms “emergency medical response (EMR) agency” and/or “First Responder agency” may be used interchangeably and refer only to the citizen volunteer First Responder agency. The Fire Department is not included in this discussion or the proposed Resolution and is expected to continue its role as the City’s EMR agency.

The City of Glenpool First Responder service was first created on June 5, 1995, by Ordinance No. 363, which described it as the “position” of First Responder. That ordinance has been codified at Title 5, Chapter 2, Article B of the Glenpool City Code. The Code requires any individual or “department,” whether municipal or private, or any other entity, wishing to be designated as First Responder to submit an application to the City Clerk, who sends it to the City Manager, who sends it to the Council for “certification.” Certification in this instance does not confer any credentials or qualifications to provide medical services but refers to granting the individual, department or other entity recognition by the City as a designated First Responder (or EMR) agency. There is no provision for First Responders to be City employees or to be paid for their services, although it may have been understood that the employees of a City department receiving recognition as First Responders would be paid at least a reasonable sum for emergency runs and reimbursed for all expenses.

Note that the First Responder “position” was created by the City Council and, so far as the records disclose, the citizen volunteer First Responder agency has functioned as a City department and the EMR’s have been treated as volunteer employees, on first an unpaid and more recently a paid basis.

On April 21, 2003, the GEMS District Board approved a proposal presented by Keith Robinson to fund the “volunteer first responder program,” to include a “director” who would be supervised by the City Manager and one or more EMR’s who would be supervised by the director. First Responder services had been provided by, at least, Keith Robinson and Jenny Watts since 1995, but without compensation. Under the proposal adopted by GEMS, the director was to be paid \$100/month and the EMR’s were to be paid \$10/run. All expenses of payroll, EMR vehicles, fuel, equipment, supplies and uniforms have been paid by the City since adoption of the proposal, subject to reimbursement by GEMS.

The director and all EMR’s have, since April 2003, been compensated as paid volunteer employees in accordance with federal Department of Labor regulations that permit volunteer employees (such as the EMR’s and volunteer fire fighters) to be paid a “reasonable, nominal amount” based on periods of time (as in the director) or units of service such as “runs” (the EMR’s) and still be excluded from the requirements of wage and hour laws. “Reasonable, nominal amount” has been defined to mean an annual amount that does not exceed 20% of the prevailing wage for the same services performed on a full-time employment basis (the so-called 20% rule). Thus, the director and EMR’s have been paid as volunteer employees and issued annual W-2’s, but without regard to minimum wage or overtime concerns.

[On November 20, 2003, the City Council adopted Resolution No. 11-06-03 for the purpose of creating the “GEMSA First Responder Authority” to operate under the direction and control of an Authority Board that consisted of members of the City Council. However, in view of the fact that there is no record of such Authority Board members ever taking office, holding a single meeting or otherwise taking any actions, and since appointment of the director and EMR’s by such a Board contradicts City Ordinance No. 363, discussed above, no further consideration will be given to Resolution No. 11-06-03 except to recommend its rescission.]

Conclusion

The First Responder agency has performed a vital service to the citizens of Glenpool, often at great personal sacrifice. However, the principal purpose for creating the agency in 1995, then restructuring it in 2003, was to ensure prompt medical care at a time when Glenpool was being served by the EMS ambulance service provider out of Tulsa. Glenpool has had its own EMS Plus ambulance service provider since July 21, 2003 and, as the Council is aware, EMS Plus has recently been acquired by a larger corporate entity. The need for a citizen volunteer First Responder agency is less acute. In that same regard, the Medical Director for EMS Plus has notified the City and, indirectly, the GEMS Board, that he has terminated his role as Medical Director for the First Responder Program effective February 16, 2015. Department of Health regulations require us to inform the Emergency Systems (EMS) Division Administrative Program Manager of this development and the First Responders have been directed to cease operations. I have kept in contact with Dale Adkerson, the Program Manager, and will advise him of the Council’s decision regarding the proposed Resolution.

Because the First Responder (EMR) agency was created by ordinance adopted by the City Council, it will require Council action to terminate its existence. Doing so will require substantial amendments to Title 5, Chapter 2 of the Code, providing for Medical Services. This action will also require amendments to the Ambulance Service Agreement of the City and the GEMS District with EMS Plus, and amendments to

the operational agreement between the City and GEMS under which the City provides certain clerical, administrative and legal services to GEMS and is compensated for the same.

Finally, the various actions attempting to create and govern the City's First Responder agency, including the 1995 Ordinance, the April 2003 approval by the so-called GEMS "Authority" of the EMS Director's proposal and the November 2003 Resolution, all discussed above, do not fully conform to statutory requirements and are internally contradictory, thereby making it necessary to amend the City Code in a way that properly creates, staffs and funds the First Responder (Emergency Medical Responder) function.

Staff Recommendation:

Staff recommends that the City Council adopt the attached Resolution No. 15-03-01, which disbands the citizen volunteer First Responder position, as well as the attached Ordinance No. 694, amending the City Code Medical Services Chapter. When both contracts are renewable for the fiscal year beginning July 1, 2015, an amended Ambulance Service Agreement (among GEMS, the City and the ambulance service provider, EMS Plus) and an amended Operational Agreement (between the City and GEMS to provide for administrative, clerical and legal services) will also reflect these changes.

Attachments:

- Resolution No. 15-03-01

RESOLUTION NO. 15-03-01

A JOINT RESOLUTION OF THE CITY COUNCIL OF GLENPOOL AND THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT TO RECOGNIZE PUBLICLY THE SERVICES HISTORICALLY PROVIDED BY THE CITIZEN VOLUNTEER FIRST RESPONDER AGENCY, TO TERMINATE ITS CONTINUED EXISTENCE AND ENABLE THE CITY MANGER TO TAKE SUCH FURTHER ACTIONS AS ARE APPROPRIATE AND NECESSARY TO GIVE EFFECT TO THIS RESOLUTION

WHEREAS, pursuant to Section 9C, Article X, of the Constitution of the State of Oklahoma, and Resolution of the Board of County Commissioners of Tulsa County, Oklahoma, the qualified voters of the Glenpool Public School District voted on the 22nd day of February 1983, for the formation of the Glenpool Area Emergency Medical Services District (“**GEMS**”) and further voted to levy a tax in the amount of 3 mills for the purpose of providing funds to support, organize, operate and maintain the GEMS District; and

WHEREAS, since ratification, GEMS has continually and lawfully functioned as an emergency medical services district and has been administered through five members serving as a Board of Trustees, as prescribed by the Oklahoma Constitution, such five members being appointed by the Tulsa County Board of County Commissioners and to date being the same persons serving as the five members of the City Council; and

WHEREAS, on June 5, 1995, the City Council adopted Ordinance No. 363, for the purpose of creating and establishing the “position” of First Responder for the City of Glenpool, establishing the requirement of certification and setting forth a process for designation by the City Manager and City Council of any person or persons to perform the services of “First Responder;” and

WHEREAS, on April 21, 2003, the so-called “GEMS Authority” approved a “First Responder Program” that had been presented to the Authority on March 17, 2003, for the purpose of creating a certified First Responder (EMR) agency, as defined by Oklahoma Statute and regulations, to function under the direction of an EMS Director, who would report to the City Manager, and providing for such other requirements as certification by the National Registry of Emergency Medical Technicians and the Oklahoma Department of Health, and providing for a budget for operation of the First Responder Program;; and

WHEREAS, on November 20, 2003, the City Council adopted Resolution No. 11-06-03 to create the “GEMSA First Responder Authority,” and purportedly created a First Responder Authority Board to consist of members of the City Council, created the position of Director of the GEMSA First Responder Authority and designated that the Director shall be appointed by the GEMSA First Responder Authority Board to serve and assist persons in medical need until ambulance service and medical personnel arrive for further medical attention and, if necessary, transport to a medical facility; and

WHEREAS, the foregoing Resolution No. 11-06-03 is of no legal effect whatsoever inasmuch as it did not follow any of the statutory requirements for the creation of a public trust authority, it contradicts the requirements of the foregoing Ordinance No. 363 having provided that persons providing First Responder services shall be employees of the City to be appointed by the City Manager with the approval of the City Council, and no First Responder Authority Board has ever been constituted or taken any actions; and

WHEREAS, it would be in the best interest of the City of Glenpool and the Glenpool Area Emergency Medical Service District to recognize publicly the services of the Glenpool First Responder agency since at least 1995; and to repeal in their entirety all the foregoing ordinances and resolutions thereby terminating the existence and operations of the Glenpool First Responder agency and for the purpose of clarifying that all Emergency Medical Response agency services shall from this time forward, until further action by this City Council, be provided by certified EMR and/or licensed emergency medical personnel who are employed by the City of Glenpool Fire Department.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL , OKLAHOMA AND THE BOARD OF TRUSTEES OF THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT, THAT:

§ 1. The following actions taken as indicated by the Glenpool City Council, sitting as such or sitting purportedly as members of the Board of Trustees of the Glenpool Emergency Medical Service Authority, an entity with no legal existence, shall be revoked in their entirety by ordinance of the City and declared to be null, void and of no legal effect:

Ordinance No. 363, An Ordinance Creating And Establishing The Position Of First Responder For The City Of Glenpool, Oklahoma, And Providing For The Certification And Authority Pertinent To The Position Of First Responder, Providing For Penalties For Violation And Declaring An Emergency, passed and approved by the City Council on the 5th day of June 1995, and now codified as Title 5, Chapter 2, Article B of the City Code.

Actions purportedly taken by the Glenpool Emergency Medical Service Authority on April 21, 2003, to approve a First Responder Program Proposal presented to such Authority on the 17th day of March 2003.

Resolution No. 11-06-03, A Resolution Creating A Separate Authority For First Responder Services To The City Of Glenpool, Oklahoma, A Municipal Corporation And So Declaring GEMSA First Responder Authority, A Separate Authority Established For The Sole Purpose Of Providing First Responder Medical Services Within The City Of Glenpool, Oklahoma, Or Within Other Areas As May Be Requested And/Or Permitted By Future Policy Determinations Emitting From The GEMSA First Responder Board, so resolved on the 20th day of November 2003.

§ 2. That the citizen volunteer First Responder agency, under that or any other name, operating created, established and operating, either by law or in fact, pursuant to the foregoing

actions described in § 1 of this Resolution, is hereby terminated and rendered of no further legal or actual existence.

§ 3. That the positions of volunteer employees of the City assigned as the Emergency Medical Services Director and as certified Emergency Medical Responders are hereby terminated and the City Manager or his designee is hereby directed take all such actions as he deems necessary and appropriate to effect such termination.

§ 4. The City Council, by separate vote, shall consider and take action upon an ordinance lawfully creating a certified emergency medical response agency and staffing the same with any combination of certified emergency medical responders and licensed emergency medical personnel, as those terms are defined in and governed by Title 63, §§ 1-2501 through 1-2516, of the Oklahoma Statutes.

ADOPTED by the City Council of the City of Glenpool this 2nd day of March 2015.

Momodou Ceesay, Mayor

Attest:

[SEAL]

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

ADOPTED by the GEMS Board of the Glenpool Area Emergency Medical Service District this 2nd day of March 2015.

Momodou Ceesay, Chairman

Attest:

[SEAL]

Susan White, Secretary



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell L. Peterson, City Attorney
Date: March 2, 2015
Subject: Medical Service Code

Background:

As explained at length in the "Whereas" clauses of the attached Ordinance, since at least June 5, 1995, the City Council and an ineffectively constituted Glenpool Emergency Medical Service "Authority" have gone through various iterations of attempting to provide an emergency medical service code for the City that would incorporate the duties and powers of the GEMS District and would recognize the existence of a First Responder Service consisting of City employees under the direction of an "E.M.S. Director." In addition, various efforts have been made to memorialize relationships among the City, GEMS and its ambulance service provider (most recently, EMS Plus) in an Ambulance Service Agreement among the City, GEMS and EMS Plus; and in an Operational Agreement between the City and GEMS.

There have been a number of deficiencies in the enabling legislation authorizing these various actions. Also, the 1995 Emergency Medical Service Code adopted by Ordinance No. 363 is out of date and makes reference to the non-existent GEMS Authority.

Finally, the various actions attempting to create and govern the City's First Responder Service, including a 1995 Ordinance, an April 2003 "approval" by the so-called GEMS "Authority" that has no legal existence and a November 2003 Resolution that attempts to declare the existence of a First Responder "Authority" while following none of the statutory requirements, make it necessary to amend the City Code in a way that properly creates, staffs and funds the First Responder function and to designate it as an Emergency Medical Response Agency, terminology recognized by the statutes, regulations and the EMS administrative unit of the Department of Health, the unit that actually confers certification.

Staff Recommendation:

In addition to adoption of the attached Ordinance No. 694, amending the City Code Medical Services Chapter, the Council should consider and approve an amended Ambulance Service Agreement (among GEMS, the City and the ambulance service provider) and amended Operational Agreement (between the City and GEMS to provide for administrative functions) at the time for their renewal in July 2015.

Attachments:

- Ordinance No. 694

CITY OF GLENPOOL

ORDINANCE NO. 694

AN ORDINANCE AMENDING TITLE 5, EMERGENCY PREPAREDNESS, CHAPTER 2, MEDICAL SERVICES, ARTICLE A, EMERGENCY MEDICAL SERVICES; AND ARTICLE B, FIRST RESPONDER SERVICE, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013) AND REPEALING ALL ORDINANCES OR RESOLUTIONS, OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 9C, Article X, of the Constitution of the State of Oklahoma, and Resolution of the Board of County Commissioners of Tulsa County, Oklahoma, the qualified voters of the Glenpool Public School District voted on the 22nd day of February 1983, for the formation of the Glenpool Emergency Medical Services District (“**GEMS**”) and further voted to levy a tax in the amount of 3 mills for the purpose of providing funds to support, organize, operate and maintain the GEMS District; and

WHEREAS, since ratification, GEMS has continually and lawfully functioned as an emergency medical services district and has been administered through five members serving as a Board of Trustees, as prescribed by the Oklahoma Constitution, such five members to date being the same persons serving as the five members of the City Council; and

WHEREAS, on June 5, 1995, the City Council adopted Ordinance No. 362, establishing an Emergency Medical Service Code for the purpose of ensuring the reliable availability of quality ambulance services to the residents of the City of Glenpool and the Glenpool Public School District, by entering with an entity identified therein as the Glenpool Emergency Medical Service Authority into an “Operations Contract” with a licensed ambulance service provider; and

WHEREAS, Ordinance No. 362, is of no effect to the extent that it purports to recognize and empower the so-called “Glenpool Emergency Medical Service Authority” as a public trust established by Tulsa County, pursuant to Title 60 § 176, *et seq.*, of the Oklahoma Statutes, inasmuch as no such public trust has ever been created, its putative existence contradicts the Constitutional establishment of GEMS in 1983, and it has no lawful powers; and

WHEREAS, on June 5, 1995, the City Council adopted Ordinance No. 363, creating and establishing the “position” of First Responder for the City of Glenpool, establishing the requirement of certification and setting forth a process for designation by the City Manager and City Council of any person or persons to perform the services of “First Responder;” and

WHEREAS, on April 21, 2003, the so-called “GEMS Authority” approved a First Responder Program that had been presented by proposal to the “GEMS Authority” on March 17, 2003, for the purpose of creating a certified First Responder agency, as defined by Title 63,

§§ 1-2501 – 1-2516 of the Oklahoma Statute, to function under the direction of an “EMS Director,” who would report to the City Manager; and

WHEREAS, this action of April 21, 2003, is of questionable legal effect inasmuch as it purports to be the action of the non-existent GEMS Authority, although it is arguable that this fictitious entity was functioning as the GEMS District Board and it is undisputed that the First Responder agency has existed and functioned as outlined in the foregoing First Responder Program proposal since the date of its approval to the present time; and

WHEREAS, on November 20, 2003, the City Council adopted Resolution No. 11-06-03, which purported to create the GEMSA First Responder Authority, purportedly created a First Responder Authority Board to consist of members of the City Council and designated that the Authority shall be under the direction and control of the City Council, to serve and assist persons in medical need until ambulance service and medical personnel arrive for further medical attention and, if necessary, transport to a medical facility; and

WHEREAS, the foregoing Resolution No. 11-06-03 is of no legal effect whatsoever inasmuch as it did not follow any of the statutory requirements for the creation of a public trust authority and contradicts the requirements of the foregoing Ordinance No. 363 which provided that persons providing First Responder services shall be employees of the City to be appointed by the City Manager with the approval of the City Council; and

WHEREAS, Title 5, Emergency Preparedness, at Article A, Emergency Medical Services; and at Article B, First Responder Service, of the Code of Ordinances of the City Of Glenpool, Oklahoma, (2013) has adopted substantial provisions of Ordinances 362 and 363, referenced above; has disregarded the Constitutional creation of the GEMS District as well as all provisions of the foregoing Resolution No. 11-06-03; and compounds the error of Ordinance No. 362 by attempting unlawfully to recognize and empower the GEMS District as a public trust established by the County of Tulsa, pursuant to 60 Oklahoma Statutes § 176, *et seq.*, to provide ambulance services to the City of Glenpool and the Glenpool Public School District; and

WHEREAS, it would be in the best interest of the City of Glenpool, the Glenpool Emergency Medical Services District, and the City’s First Responder agency to repeal in their entirety all the foregoing ordinances and resolutions by adopting an amended Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the Code of Ordinances for the purpose of clarifying the lawful existence, authority and relationships of the foregoing entities and services.

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

§ 1. The following actions taken as indicated by the Glenpool City Council, sitting as such or sitting purportedly as members of the Board of Trustees of the Glenpool Emergency Medical Service Authority, an entity with no legal existence, are hereby revoked in their entirety and declared to be null, void and of no legal effect:

Ordinance No. 362, the "Emergency Medical Service Code," passed and approved by the City Council on the 5th day of June 1995.

Ordinance No. 363, An Ordinance Creating And Establishing The Position Of First Responder For The City Of Glenpool, Oklahoma, And Providing For The Certification And Authority Pertinent To The Position Of First Responder, Providing For Penalties For Violation And Declaring An Emergency, passed and approved by the City Council on the 5th day of June 1995.

Actions purportedly taken by the Glenpool Emergency Medical Service Authority on April 21, 2003, to approve a First Responder Program proposal presented by the First Responder Emergency Medical Service Director on the 17th day of March 2003.

Resolution No. 11-06-03, A Resolution Creating A Separate Authority For First Responder Services To The City Of Glenpool, Oklahoma, A Municipal Corporation And So Declaring GEMSA First Responder Authority, A Separate Authority Established For The Sole Purpose Of Providing First Responder Medical Services Within The City Of Glenpool, Oklahoma, Or Within Other Areas As May Be Requested And/Or Permitted By Future Policy Determinations Emitting From The GEMSA First Responder Board, so resolved on the 20th day of November 2003.

§ 2. That Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances, shall be and hereby are amended to read as follows:

ARTICLE A. EMERGENCY MEDICAL SERVICES

5-2A-1: DEFINITIONS:

5-2A-2: MEDICAL DIRECTOR:

5-2A-3: MANDATORY CENTRALIZED CALL PROCESSING:

5-2A-4: INSURANCE REQUIREMENTS:

5-2A-5: AMBULANCE SERVICE LICENSE REQUIREMENTS:

5-2A-6: CLINICAL QUALITY OF AMBULANCE SERVICES:

5-2A-7: AMBULANCE RESPONSE TIME PERFORMANCE REQUIRED:

5-2A-8: REFUSAL TO TRANSPORT PROHIBITED:

5-2A-9: DENIAL, REVOCATION OR SUSPENSION OF PERMITS:

5-2A-10: VIOLATIONS; EXEMPTIONS:

5-2A-11: PENALTY:

5-2A-1: DEFINITIONS:

For the purpose of this article and, as applicable, Article B of this chapter, the following words and phrases shall have the following meanings ~~respectively ascribed to them by this section~~:

AMBULANCE: Any ground, air or water vehicle which is approved by the Oklahoma Commissioner of Health pursuant to the Oklahoma Emergency Response Systems Development Act in accordance with rules and regulations promulgated by the Oklahoma Board of Health, and which is designed and equipped to transport ~~ill or injured persons in a reclining position to~~

or from healthcare facilities a patient or patients and to provide appropriate on-scene and en route patient stabilization and emergency medical care as required. Vehicles used as ambulances within the GEMS District, as defined herein, shall meet such standards as may be required by the Oklahoma Board of Health for approval, and shall display evidence of such approval at all times.

AMBULANCE RESPONSE TIME STANDARD: A standard, set by contract, which ~~attempts to~~ create a fixed measurement by which to evaluate an ambulance service's effectiveness.

AMBULANCE SERVICE: Any person or organization, governmental or private, which is licensed by the Oklahoma Department of Health to provide levels of medical care based on certification standards promulgated by the Oklahoma Board of Health, and operates one or more ambulances, as defined in this section, for purposes stated herein. ~~of transporting ill or injured patients in a reclining position to or from healthcare facilities.~~

AMBULANCE SERVICE AGREEMENT: That certain agreement which may be, and to be effective shall be, approved by and among the governing body of the City, the GEMS District Board of Trustees and a duly authorized representative of a licensed ambulance service provide to provide emergency medical services, as defined in this section, non-emergency medical services and licensed emergency medical personnel for residents of the GEMS District, as defined herein.

AMBULANCE SERVICE PROVIDER: Any licensed public or private ambulance service that agrees to provide emergency and non-emergency medical services and licensed emergency medical personnel to residents of the GEMS District in accordance with the terms and conditions of the ambulance service agreement or in accordance with a mutual aid agreement, as those terms are defined in this section.

BASE STATION PHYSICIAN: A physician licensed to practice medicine in the ~~s~~State of Oklahoma, from whom ambulance and ~~first responder~~emergency medical response agency personnel may take medical direction by radio or other remote communications device; and is or who has been certified by the ~~medical director~~Medical Director, as defined in this section, as being knowledgeable of the EMS system's medical protocols, radio procedures, and the general operating policies of the EMS system.

CALL DISPATCHER: The police department communications facility operated by the city police department; or any successor facility as approved by the GEMS Board of Trustees, which is charged with initially receiving and transmitting emergency medical service calls to the First Responders and to the ambulance service provider's Control Center.

CONTROL CENTER: The communications facility operated by the ambulance service provider; or any successor facility as approved by the GEMS Board of Trustees.

CONTROL CENTER OPERATOR ~~(CCO)~~: A person certified by the ~~medical director~~Medical Director as trained and competent to employ telephone algorithms, priority dispatching protocols, and pre-arrival instructions approved by the ~~medical director~~Medical Director, and to operate the ~~e~~Control ~~e~~Center's computer-~~a~~ided dispatch system in accordance with applicable standards so

as to maintain the best possible ambulance coverage of the GEMS District, given the ~~remaining~~ resources available at any point in time.

~~EMS CONTROL CENTER (OR CONTROL CENTER): The police department communications facility operated by the city police department.~~

~~EMS INTERLOCAL COOPERATION AGREEMENT: That certain agreement which may be approved by and the governing body of the city and GEMSD for emergency medical services.~~

DISTRICT ADMINISTRATOR: With respect to the special annual recurring ad valorem tax levy set at three mills on the dollar of assessed valuation of all taxable property in the GEMS District, as such sum may be changed by vote of the qualified voters of the GEMS District or by amendment of the State Constitution, the City shall act as administrator of all GEMS funding, as provided by the Operational Agreement, as defined herein. With respect to clerical, record-keeping, legal, administrative and emergency medical response agency services necessary for the operation of GEMS, those services shall be provided by employees of the City, subject to reimbursement of the City's reasonable cost, all as provided by the Operational Agreement.

EMERGENCY CALL: A request for ambulance service by or for a patient whose apparent condition, at the time the call is received, presumptively meets the criteria for classification as a priority ~~32~~ or priority ~~23~~ call, as defined in this section, and when classified in accordance with telephone algorithms and priority dispatch protocols approved by the ~~medical director~~ Medical Director.

~~EMERGENCY MEDICAL PERSONNEL: Those persons who participate directly in the performance of one or more emergency medical services, as defined in this section.~~

~~EMERGENCY MEDICAL SERVICES (EMS): The following prehospital and interhospital services:~~

~~Access And Coordination: The answering and processing of telephone requests from the public for ambulance or first responder services, and including EMS dispatching, emergency and routine, the giving of medical prearrival instructions to a caller by telephone; but excluding the process of 911 call taking.~~

~~First Responder Services: Those emergency services, excluding transportation, which are performed by a first responder agency certified by the medical director.~~

~~Medical Transportation: Ambulance services, both emergency and routine, including patient assessment, transportation, and medical procedures performed on scene, en route, during interfacility transport, or at an emergency receiving facility when performed at the request of the receiving physician.~~

~~Online Medical Direction: Instructions given by base station physicians to first responders or ambulance personnel at the scene of an emergency, while en route to a hospital, or during an interfacility patient transfer.~~

~~FIRST RESPONDER~~ EMERGENCY MEDICAL RESPONDER: Any person, fire department unit, law enforcement unit personnel, or nontransporting rescue unit who is employed by the City and is certified or licensed, as applicable, in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the

Oklahoma Board of Health, and is so designated by the Medical Director, to perform emergency medical services as defined in this section to the extent authorized by law, and conforming to protocols established by the Medical Director.

EMERGENCY MEDICAL RESPONSE AGENCY: Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; are so designated by the Medical Director, to perform emergency medical services, as defined in this section, and conforming to protocols established by the Medical Director; and constituting the department authorized to provide appropriate emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Article B of this Chapter, and under the direction and control of, and pursuant to protocols established by, the Medical Director. The Emergency Medical Response Agency may utilize certified emergency medical responders or licensed emergency medical personnel, as those terms are defined in 63 O.S. § 1-2503(6) and (17), as so designated by the City and under the direction and control of the Medical Director.

~~capable of providing appropriate first responder emergency service as authorized by the city, excluding transportation, under the auspices of a certified first responder agency.~~

EMERGENCY MEDICAL SERVICES (EMS): The following pre-hospital and inter-hospital services:

Access And Coordination: The answering and processing of telephone requests (or requests from other media) from the public for ambulance or Emergency Medical Response Agency services, including EMS dispatching, emergency and routine, and the giving of medical pre-arrival instructions to a caller by telephone; but excluding the process of 911 call-taking by the EMS Control Center.

Emergency Medical Response Agency Services: Those emergency services, excluding transportation, which are performed by one or more Emergency Medical Responders, as defined in this section, under the direction and control of the Medical Director and who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Board of Health, to perform emergency medical services.

Medical Transportation: Ambulance services, both emergency and routine, including patient assessment, transportation, and medical procedures performed on scene, en route, during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician.

Online Medical Direction: Instructions given by a base station physician to First Responders or ambulance personnel at the scene of an emergency, while en route to a hospital or during an inter-facility patient transfer.

GLENPOOL AREA EMERGENCY MEDICAL SERVICES DISTRICT ("GEMS" District): The emergency medical service district, as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, that was created by vote of the qualified voters

~~of the Glenpool Public School District on February 22, 1983, is governed by the GEMS District Board of Trustees, public trust established by the county of Tulsa, pursuant to 60 Oklahoma Statutes section 176 et seq., as amended, and whose beneficiaries are, jointly, the city of Glenpool and the residents of the Glenpool public school district, and which~~ is established to provide ambulance services to the City of Glenpool and the Glenpool Public School District.

HELICOPTER RESCUE UNIT: Any rotary wing aircraft which provides basic or advanced life support and transportation of ill or injured patients by responding directly to scenes of medical emergencies. A helicopter used solely for the purpose of inter-facility patient transports shall not be classified as a helicopter rescue unit.

~~LICENSING OFFICER: The public official designated by the city, empowered to issue permits, as defined in this section, in accordance with policies and procedures governing such issuance set forth in this article.~~

MEDICAL DIRECTOR: The licensed physician appointed by the GEMS District Board, or by contract with the Ambulance Service Provider, to perform the duties and responsibilities granted and ascribed to the ~~medical director~~ Medical Director herein. The Medical Director may be an employee of the City in the absence of an Ambulance Service Agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the Ambulance Service Agreement.

MEDICAL PROTOCOL: Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the ~~medical director~~ Medical Director as the medically appropriate standard of pre-hospital care for a given condition.

MUTUAL AID AGREEMENT: A written agreement between the ~~holder of an emergency ambulance service~~ provider designated by the Ambulance Service Agreement ~~license issued pursuant to this article,~~ and a neighboring primary provider of emergency medical services approved by the ~~medical director~~ Medical Director as to its quality of care and medical accountability, whereby the signing parties agree to lend emergency aid to one another subject to conditions and terms specified in the agreement.

OPERATIONAL AGREEMENT: That certain agreement entered into by and between the City and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the City for the benefit of GEMS, and to assign specified budgetary functions to GEMS, and such other terms and conditions as may affect the working relationship between the City and GEMS as such terms and conditions are set forth in said Operational Agreement.

~~OPERATIONS CONTRACT: That contract awarded for provision of ambulance services throughout the GEMSD.~~

~~OPERATIONS CONTRACTOR: The person or firm contracted by the GEMSD pursuant to the operations contract.~~

PATIENT: Any individual who is ill, sick, injured, wounded or incapacitated, and who is in need of, or is at risk of needing, medical care or assessment before or during transportation to or from a healthcare facility, and who ~~is or should~~ may be transported in a reclining position, as

determined in accordance with applicable provisions established by the ~~medical director~~Medical Director.

~~PERMITS, LICENSES AND CERTIFICATIONS: Any of the following documents and/or credentials required to be obtained from the licensing officer pursuant to this article.~~

~~A. Ambulance service license—emergency and routine transport. Ambulance services responding to emergency calls within the city shall be required to obtain an emergency ambulance service license. Ambulance services responding to a request for routine transport service shall be required to obtain a routine transport ambulance service license.~~

~~B. Rescue helicopter license. A license shall not be required for the operation of a rescue helicopter for purposes of emergency mutual aid responses to scenes of medical emergencies within the city.~~

~~C. Personnel certification. All emergency medical personnel shall be required to obtain personnel certification, and such certification shall be valid for a period of two (2) years. Personnel may be certified as first responder, EMT basic, EMT-D, EMT intermediate, or EMT paramedic, in accordance with certification standards established by the licensing officer and the medical director.~~

~~D. Ambulance vehicle permit required. Every ambulance vehicle operated by an ambulance service shall be subject to inspection and recommendation by the medical director.~~

PERSON: Means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.

PRESUMPTIVE PRIORITY CLASSIFICATION: The preliminary (not confirmed) designation given by communications personnel of a request for service as priority 3 or 2 ~~the Control Center Operator~~ in accordance with telephone algorithms and priority dispatching protocols approved by the ~~medical director~~Medical Director. A presumptive priority classification identifies the likely urgency of the call and the patient's condition that may be anticipated by emergency medical service personnel but is not a confirmatory diagnosis.

PRIORITY: The call priority number (*i.e.*, priority 1, 2, 3, or 4) assigned to every request for service received by ~~the~~ control center personnel (*i.e.*, Call Dispatch or the Control Center Operator), pursuant to telephone algorithms and priority dispatch protocols established by the ~~medical director~~Medical Director. Presumptive Priority Classifications shall be consistent with the following definitions:

Priority 1 Call: A presumptively classified request for routine patient transport ~~call~~.

Priority 2 Call: A presumptively classified non-life threatening emergency call.

Priority 3 Call: A presumptively classified life threatening emergency call.

Priority 4 Call: A presumptively classified request for service which is not classified as an emergency life threatening ~~p~~Priority 1 or 2 ~~c~~Classification, but which requires the

assistance of the closest and/or fastest ambulance unit.

RESPONSE TIME - AMBULANCE: The actual elapsed time between receipt by ~~the~~an ambulance of the essential information needed to initiate a response, and the arrival of the ~~permitted~~ ambulance service provider or mutual aid ambulance at the scene of the incident. For purposes of this definition, the essential information shall include location information obtained from a 911 database, confirmation that the ~~incident~~initial location is the same as that of the caller, or the patient's actual location.

RESPONSE TIME - ~~FIRST RESPONDER~~EMERGENCY MEDICAL RESPONDER: The actual elapsed time between notification of the ~~first responder~~Emergency Medical Response ~~to~~a Agency by the ~~control center~~call dispatcher that ~~an~~ Emergency Medical first ~~Response~~ unit is needed at a given location, and the arrival of ~~a~~such ~~first~~ Emergency Medical ~~Response~~ese unit at the incident scene.

ROUTINE TRANSPORT CALL: A request for ambulance service by or for a patient whose apparent condition at the time the call is received presumptively meets the criteria for classification as priority 1 or priority 4, when classified in accordance with telephone algorithms and priority dispatch protocols approved by the ~~medical director~~Medical Director.

SPECIAL EVENTS AMBULANCE STANDBY SERVICE: The positioning of an ambulance and/or ~~crew~~ Emergency Medical Responders at the location of a public or privately sponsored event, as required, directed or approved by lawful authority.

SYSTEM STANDARD OF CARE: The written body of standards, policies, and protocols governing all clinical aspects of the EMS system, which is approved by the ~~city council at the request of the~~ medical directorMedical Director, and which is developed and periodically updated. As used in this context, system standard of care is a comprehensive term including:

A. Input standards including, but not limited to, personnel certification requirements, in service training requirements, equipment specifications, on board inventory requirements, and other requirements which the system must fulfill before response to a request for service may be effected;

B. Performance standards including, but not limited to, priority dispatching protocols and pre-arrival instructions, medical protocols, standing orders, response time standards, protocols governing authority for on scene control of patient care, and other performance specifications describing how the system should respond upon receipt of a request for service; and

C. Outcome standards including, but not limited to, target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria. Outcome standards are results the system intends to achieve by meeting its input and performance standards.

5-2A-2: MEDICAL DIRECTOR:

The ~~medical director~~Medical Director is appointed by the City in the absence of an Ambulance Service Agreement and otherwise by the Ambulance Service Provider, establishes the system standard of care applicable to Emergency Medical Services and oversees the credentials and performance of all emergency medical services personnel. GEMSD board. The Medical Director shall ~~recommend~~establish a system standard of care designed to achieve a quality of emergency medical ~~care~~services within the GEMSD consistent with all applicable medical and legal professional standards, and shall have those powers and duties granted and ascribed to him or her by the Ambulance Service Provider, subject to approval by the GEMS District Board, plus such additional powers and duties as may be granted to him or her by law or by the Ambulance Service Provider.

5-2A-3: ~~MANDATORY CENTRALIZED EMS REQUEST~~ CALL PROCESSING:

A. All telephone requests for ambulance ~~or other Emergency Medical Services, both emergency and routine,~~ originating from within the ~~city~~GEMS District shall be initially directed to the Call Dispatcher and shall be directed by the Call Dispatcher to, and terminate at, the control center ~~designated by the city~~, where ~~a~~ the control center operator (CCO) shall establish the call's presumptive priority classification, determine the patient's location and, if appropriate, deliver pre-arrival instructions in accordance with the system standard of care. The ~~CCO~~Call Dispatcher shall also transmit a call to the Emergency Medical Response Agency for an appropriate response.~~determine the need for first responder service, alert the first responder agency if appropriate, determine the ambulance service to which the call shall be allocated, and transfer the required information to that ambulance service, or directly dispatch the call.~~

B. It is unlawful for any ambulance service provider to publish or advertise a telephone number for the purpose of soliciting requests for emergency ambulance service, except the emergency number (911) of the ~~control center~~Call Dispatcher. It shall also be unlawful for any ambulance service provider to publish or advertise a telephone number which does not terminate at the ~~control center~~Call Dispatcher.

C. If multiple ambulance service providers are simultaneously ~~licensed hereunder~~contracted by the Ambulance Service Agreement and/or a mutual aid agreement, the allocation of emergency calls among the multiple ambulance services shall be in accordance with ~~nearest unit~~ Call Dispatcher protocols approved by the ~~GEMSD board~~City Manager or his/her designee and the ~~medical director~~Medical Director. ~~Routine transport calls shall be allocated to ambulance service whose service shall be allocated to the operations contractor.~~

D. ~~For any provider receiving centralized dispatch services from the control center as required herein, the control center shall prepare a quarterly analysis of the EMS control center's average cost per run dispatch, using generally accepted accounting principles (GAAP), and shall bill to each ambulance service, and each ambulance service shall make payment to the control center within thirty (30) days after receipt of the billing as a condition of maintenance of the ambulance service license in good standing. Failure to pay within thirty (30) days shall result in the immediate suspension of such license, which suspension shall remain in effect until full~~

~~payment is made, after which, the GEMSD board may consider a permanent suspension.~~

~~E.~~ During times of disaster or severe EMS system overload as declared by the ~~control center,~~ City's emergency management program director appointed in accordance with chapter 1 of this title 5 or by the Ambulance Service Provider based on ~~certain~~ established criteria, the control center shall ~~at all times~~ have the authority to direct the positioning movements and run responses of all ambulance units of all ~~A~~ ambulance s ~~Services~~ Providers until such time as the declaration has been lifted.

~~F~~E. All calls processed by the Call Dispatcher and directed to the e ~~C~~ Control e ~~C~~ Center shall be recorded to facilitate subsequent auditing of the CCO's actions and decisions by the ~~medical director~~ Medical Director, and all such recordings shall be safely stored and shall be erased after an appropriate interval or as provided by law.

5-2A-4: INSURANCE REQUIREMENTS:

A. Each ambulance service provider shall keep in full force and effect a policy or policies of public liability and property damage insurance, issued by a casualty insurance company authorized to do business in the ~~s~~ State of Oklahoma, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the operation of the ambulance service provider ambulance(s), and providing that the amount of recovery shall be in limits of not less than the following sums:

1. For damages arising out of bodily injury to 1 or death of 1 one person in any one ~~ae~~ in ~~incident~~, not less than five hundred thousand dollars (\$500,000.00).
2. For damages arising out of bodily injury to 1 or death of 1 two ~~(2)~~ or more persons in any one ~~ae~~ in ~~incident~~, not less than one million dollars (\$1,000,000.00).
3. For injury to 1 or destruction of 1 property in any one ~~ae~~ in ~~incident~~, not less than five hundred thousand dollars (\$500,000.00).

B. Each ambulance service provider shall keep in full force and effect a general comprehensive liability and professional liability policy or policies issued by a casualty insurance company authorized to do business in the ~~s~~ State of Oklahoma, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the actions of the ambulance service provider or any of its employees, and providing that the amount of recovery shall be in limits of not less than three million dollars (\$3,000,000.00).

C. Each ambulance service provider shall furnish, ~~prior to the GEMS District administrator, as a condition of the ambulance service agreement~~ issuance of its license, an original and duplicate certificate of insurance which shall indicate the types of insurance, the amounts s of insurance and the expiration dates of all policies carried by the ambulance service provider. Each certificate of insurance shall name the GEMS District as an additional named insured, and shall contain a statement by the insurer issuing the certificate that the policies of insurance listed thereon will not be canceled or materially altered by the insurer absent thirty (30) days' written notice received by the GEMS District.

D. Cancellation or material alteration of a required insurance policy or coverage shall automatically ~~revoke-terminate~~ the ambulance service ~~licenseagreement~~, and the ambulance service shall thereupon cease and desist from further ~~ambulance service~~ operations in the GEMS District.

~~5-2A-5: AMBULANCE SERVICE LICENSE REQUIREMENTS:~~

~~A. Licenses Required:~~

~~1. No person may provide ambulance services in response to a request for emergency ambulance transport originating within the city without first obtaining an emergency paramedic ambulance service license issued pursuant to the provisions of this article, except for those uses exempted in subsection 5-2A-10B of this article.~~

~~2. No person may provide routine transport ambulance services in response to a request for routine transport originating within the city without first obtaining a routine transport ambulance service license issued pursuant to the provisions of this article, except for those uses exempted in subsection 5-2A-10B of this article.~~

~~3. No person may provide special events ambulance standby service within the city without first obtaining an emergency paramedic ambulance service license issued pursuant to the provisions of this article.~~

~~B. Scope Of Licenses: Members of city council simultaneously act as trustees of the governing board of the GEMSD in order to obtain for its constituents the following advantages over a multijurisdictional EMS system: cost containment, economic stability, consistently better response times, and specifically allocated emergency medical resources. To achieve and preserve these advantages over participating in a multijurisdictional system, all licenses, certifications, and permits issued by the licensing officer pursuant to this article shall be valid throughout the entire Glenpool emergency medical services district.~~

~~C. Eligibility For Licenses: The issuance of any ambulance service license by the licensing officer shall be made only to an ambulance service holding a valid Oklahoma state paramedic service license, and such issuance by the licensing officer shall be conditioned upon recommendation by the medical director, based upon the following items:~~

~~1. A pro forma vehicle deployment plan which shall describe the applicant's coverage plan for the entire district by time of day and day of the week, and which shall indicate a reasonable probability that the applicant, if licensed, will meet or exceed all required levels of response time reliability required hereunder throughout all parts of the GEMSD;~~

~~2. A pro forma internal medical quality assurance plan which shall describe the applicant's medical quality assurance program, and demonstrate a reasonable probability that the applicant, if licensed, will deliver medical care meeting the same standard of care as required of the contractor and as approved by the medical director;~~

~~3. A pro forma staffing plan which shall result in all ambulances under the authority of the GEMSD being equipped and staffed to operate at the paramedic licensed level of clinical~~

capability;

~~4. Evidence of insurance, as required in section 5-2A-4 of this article; and~~

~~5. Valid permits for EMS vehicle and EMS personnel as herein required.~~

~~D. Application For License: Information necessary for applying for any/all of the above referenced licenses shall be filed with the licensing officer on forms which may or may not be supplied by the licensing officer. Each application shall be signed and sworn to by the applicant and shall contain at least the following: the name and address of the applicant; the trade name under which the applicant does or proposes to do business; if the applicant is an individual, the name, age, and address of the applicant and the length of time the applicant has resided in the city; or if a partnership or association, the business name thereof and the name, age, and address of each partner and the length of time each partner has resided in the city; or if a corporation, the names and addresses of all officers and directors of such corporation; whether or not the applicant has any claims or judgments against him for damages resulting from the negligent operation of an ambulance; the financial ability and responsibility of the applicant.~~

~~E. Application Fees:~~

~~1. No license shall be issued, and no license application shall be processed, unless the applicant has paid to the city an ambulance service license application processing fee in an amount established by resolution of the city council.~~

~~2. No license shall be issued, and no license application shall be processed, unless the applicant has paid to the city an ambulance vehicle license application processing fee in an amount established by resolution of the city council for each and every vehicle which shall respond within the corporate city limits.~~

~~3. No license shall be issued, and no license application shall be processed, unless the applicant has paid to the city an EMT application processing fee in an amount established by resolution of the city council for each and every EMT which shall respond within the corporate city limits.~~

~~F. Probationary Period:~~

~~1. Upon approval by the licensing officer and the medical director of the ambulance service, the license shall be valid for a period of six (6) months. Such probationary license shall allow the applicant to respond, from the effective date of the probationary license, to emergency calls originating within the GEMSD as herein required.~~

~~2. Each holder of a probationary license shall fully comply with its pro forma system status plan, as approved by the medical director, from the effective date of its probationary license, unless a change in the plan to correct response time deficiencies is proposed by the holder of the probationary license, and approved by the medical director.~~

~~3. During the six (6) month probationary period, the applicant's response time performance and clinical quality of care shall be carefully evaluated by the medical director. If performance is consistently and substantially within the pro forma plans and in compliance with the requirements of this article, such probationary emergency ambulance service license shall become a valid emergency ambulance service license, renewable annually upon continual~~

~~compliance with this article.~~

~~4. After the probationary period, chronic failure to comply with response time standards or clinical quality of care requirements or data and reporting requirements shall be grounds for revocation of the emergency ambulance service license.~~

~~G. Transfer Of License:~~

~~1. No license shall be assignable or transferable by the person to whom issued, unless approved by the GEMSD board.~~

~~2. Any transfer of controlling interest of a licensed ambulance service so as to cause a change in the directors, officers, shareholders, or managers of such ambulance service shall be deemed a transfer or assignment, requiring approval by the GEMSD board.~~

~~H. Routine Transport Ambulance Service License: Any holder of a valid emergency ambulance service license issued pursuant to this article shall, upon application to the licensing officer through the medical director, be issued a routine transport ambulance service license to transport priority 1 patients from locations within the GEMSD, and such license shall be valid so long as the emergency ambulance service license remains in effect and shall automatically expire upon the expiration, suspension, or revocation of the emergency ambulance service license.~~

~~I. Suspension Or Revocation Of Licenses, Permits And Certificates:~~

~~1. Licenses And Permits:~~

~~a. Interim inspections shall be performed without notice at any time during the period any license or permit is valid. In the event any scheduled or unscheduled inspection indicates a licensed ambulance vehicle or its on board equipment is not being maintained in good operating order or is not in compliance with applicable standards and regulations, a suspension may be ordered. That suspended vehicle shall not be utilized as an ambulance until a subsequent inspection demonstrates that the deficiency has been corrected. When a subsequent inspection must be scheduled as a result of any suspension of a permit, the operator/applicant shall pay an additional amount as established by resolution of the city council which shall not be refundable in the event the application for reinstatement of the permit is denied.~~

~~b. If any ambulance service's emergency ambulance service license is suspended three (3) times within any three (3) year period for failure to comply with any part of this article, such license shall be automatically revoked upon the third event.~~

~~2. Personnel Certificates: The personnel certification of any person may be revoked or suspended by the city at any time if such person is found to have falsified ambulance records, or to have been guilty of gross negligence in the performance of the skills required by this article on a patient, or has wilfully violated any of the provisions of this article or standards or regulations adopted pursuant to this article, or to have demonstrated an unwillingness or inability to perform patient care procedures in accordance with patient care protocols adopted by the city at the recommendation of the medical director.~~

5-2A-6: CLINICAL QUALITY OF AMBULANCE SERVICES:

~~Upon the effective date hereof, every ambulance responding to a code 1, 2, 3, or 4 call at any location within the GEMSD shall be equipped, staffed, and licensed by both state and local authorities at the EMT-paramedic level.~~

5-2A-~~57~~: AMBULANCE RESPONSE TIME PERFORMANCE REQUIRED:

A. Every ambulance service provider, as a condition of ~~obtaining and maintaining its license~~the ambulance service agreement, shall employ sufficient certified personnel, acquire sufficient equipment, and manage its resources as necessary to achieve response time standards on all emergency calls and routine transport calls originating within the GEMS District and received by the ambulance service provider, or referred to the ambulance service provider by the ~~control center~~Call Dispatcher as specified by ~~contract~~the ambulance service agreement.

B. In the event of an onset of such inclement weather or other disaster that the ~~medical director~~Medical Director or his or her designee, in his or her sole discretion, believes that the threat to a GEMS District patient care ~~in attempting presented by to~~ complying with response time standards outweighs the threat to ~~individuals~~such patient care from a delayed response, the ~~medical director~~Medical Director or his or her designee may declare an emergency, thus suspending these response time requirements until the declaration is lifted. During such periods, all ambulance service providers shall use best efforts to provide maximum safe coverage throughout the GEMS District. Runs made to calls originating during a period in which an emergency has been declared in accordance with this section shall be excluded from response time calculations until the declaration has been lifted. An emergency will be declared only in times of unusual and extremely hazardous driving conditions, such as ice storms, freezing drizzle, extensive flooding, thick fog or similarly dangerous or impassable road conditions.

5-2A-~~86~~: REFUSAL TO TRANSPORT PROHIBITED:

It shall be a violation of this article for any ambulance service provider to fail to respond to a call or transport or render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ~~ambulance emergency medical services~~ originating the need for which originated within the GEMS District because of a patient's perceived, demonstrated or stated inability to pay for such services, ~~or~~; because of the location of the patient within the GEMS District; or because of the unavailable status or location of any ambulance unit at the time of the request. Repeated violations s of this section shall be grounds to ~~revoke~~ terminate the ~~emergency~~ ambulance service license agreement.

5-2A-~~97~~: DENIAL, REVOCATION OR SUSPENSION OF ~~PERMITS~~LICENSE OR CERTIFICATION:

For any proposed denial, suspension or revocation of any permit license or certification

required for the administration of emergency medical services of either a permitted provider or a certified EMS personnel by any emergency medical services provider operating within the GEMS District, the following standards and procedures shall apply. ~~Such procedures in any event, shall contain at least the following:~~

A. Written notice of ~~the any~~ charges pending against, or complaints being investigated with respect to, the provider of EMS ~~personnel~~ whose license or certification may be suspended or revoked shall be directed to the GEMS District Board;

B. A ~~right to an appeal, requested in writing~~ written or verbal response to such charge(s) or complaint(s) shall be directed to the GEMS District Board to the extent required by the licensing or certifying agency that is considering suspension or revocation within ~~thirty (30) ten~~ days of such response being provided to such agency; ~~any adverse action~~;

C. Any adverse action taken by any licensing or certifying agency with respect to any emergency medical services provider shall be reported in writing to the GEMS District Board within ten days of notice of such action being provided to the affected provider;

~~The right to a de novo hearing on any adverse action conducted by an impartial and independent hearing officer, including a right to cross-examine witnesses and present witnesses and evidence on the person's own benefit, provided such hearing is requested in writing within thirty (30) days; and~~

~~D. A right to an appeal, referred to in subsection B of this section, of any adverse action by the hearing officer to the city council.~~

D. Any action taken by the GEMS District Board, to include without limitation demanding that the affected provider be terminated from employment as a provider of emergency medical services for the GEMS District and termination of the ambulance service agreement, shall be final and non-appealable, provided that the Board shall provide the ambulance service provider with a minimum of ten days notice and an opportunity to be heard before such action is taken.

5-2A-10: VIOLATIONS; EXEMPTIONS:

A. It is unlawful and an offense for any person to commit any of the following acts:

1. To allow any person to work as an ambulance driver, attendant or ~~dispatcher~~ any other provider of emergency medical services without a current valid certification or license as required by and issued pursuant to this article;

2. To use, or cause to be used, an ambulance service provider other than an ambulance service provider holding a valid license issued pursuant to this article, except for those services described in subsection B of this section;

3. For any person, firm or organization to respond to emergency calls originating within the GEMS District ~~ambulance service~~ which is not a holder of a valid emergency ambulance service license issued pursuant to this article and which is not joined by contract to the City and the GEMS District pursuant to the ambulance service agreement or a mutual aid agreement;

4. For any person, firm or organization to provide rescue helicopter service to emergency incidents within the GEMS District ~~rescue helicopter service~~ which is not a holder of a valid license issued pursuant to this article;

5. For any person, firm or organization to respond to routine transport calls originating within the GEMS District ~~ambulance service~~ which is not a holder of a valid routine transport ambulance service license issued pursuant to this article; or

6. To give false information knowingly to induce the dispatch of an ambulance, ~~first responder~~ Emergency Medical Responder unit, or helicopter rescue unit.

B. It shall not be a violation of this article, and no emergency or routine transport license shall be required, if the vehicle responding to a medical call is:

1. A privately owned vehicle not used in the business of transporting patients who are sick, injured, wounded, incapacitated or helpless;

2. A vehicle rendering services as an ambulance in the event of a declared major catastrophe or declared emergency when ambulances with permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed;

3. An ambulance owned or operated by, or under written contract with, the local, federal or state government; or

4. An ambulance transporting a patient from a location outside the GEMS District to a location within the GEMS District; ~~or~~

~~5. The operations contractor pursuant to an operations contract, a separate document, which delineates the responsibilities of the contractor in performing emergency and routine ambulance services for the GEMSD.~~

C. Subsections A and B of this section to the contrary notwithstanding, any and all provisions as set forth in this section shall not apply to any ~~licensed~~ ambulance service provider who, ~~at the effective date hereof,~~ shall be joined in contract with the eCity and the GEMS District as ~~an~~ the designated ambulance-~~emergency care~~ service provider, provided that such ambulance service provider is not in material breach of any of the terms and conditions of the ambulance service agreement.

5-2A-11: PENALTY:

Any person convicted of violating any of the provisions of this article shall, upon conviction, be guilty of an offense punishable as provided in section 1-4-1 of this Code and as set forth in the municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this Code. Each day that any violation of the provisions of this article is committed or permitted to continue shall constitute a separate offense.

ARTICLE B. ~~FIRST RESPONDER~~ EMERGENCY MEDICAL RESPONSE AGENCY ~~SERVICE~~

5-2B-1: EMERGENCY MEDICAL RESPONSE AGENCY ~~POSITION~~ ESTABLISHED AND DESIGNATED:

5-2B-2: DUTIES:

5-2B-3: REQUIREMENTS:

5-2B-4: COMPLIANCE REQUIRED:

5-2B-5: PENALTY:

5-2B-1: ~~POSITION~~ EMERGENCY MEDICAL RESPONSE AGENCY ESTABLISHED AND DESIGNATED:

The ~~First Responder Service~~ Emergency Medical Response Agency, as defined in Article A of this chapter, consists of one or more employees of the City of Glenpool, one of whom shall be designated the Director of the ~~First Responder Service~~ Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency ~~First Responder Service~~ Services is to provide assistance to ~~GEMS~~ the ambulance service provider, as provided by the Operational Agreement and the Ambulance Service Agreement, as those terms are defined and used in Article A of this chapter, under the supervision direction and control of the ~~GEMS~~ Medical Director ~~or his/her designee~~.

~~There is established within the city the position of "first responder". The position of first responder shall include, and not be limited to, individuals and/or departments, whether municipal or private, or such other entity as may be designated by the city council or its designated assignee.~~

5-2B-2: DUTIES:

The ~~first~~ Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in ~~a~~ Article A of this chapter and under the direction of the Medical Director.

5-2B-3: ~~CERTIFICATION~~ REQUIREMENTS:

~~A.~~ Certification Required: ~~The first responder~~ Any Emergency Medical Responder, prior to providing emergency medical services within the ~~city~~ GEMS District, shall first be certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Delivery Act and in accordance with the rules and regulations promulgated by the Oklahoma Board of Health, and shall be recognized by the ~~e~~ City as a person or entity qualified and ~~recognized~~ employed by the City to provide such services within the ~~city~~ GEMS District limits.

~~B. Application For Certification: Such recognition and certification as required in subsection A of this section shall consist of any person or entity intending to provide first responder services first making written application to the city clerk, in a form to be approved by the city manager,~~

~~who shall thereafter submit such application to the city manager. The city manager shall thereafter cause the application, along with the credentials and/or qualifications which would justify certification, for final approval and recognition by the City Council.~~

5-2B-4: ~~QUALIFICATIONS;~~ COMPLIANCE REQUIRED:

A designated ~~first responder~~Emergency Medical Responder shall, in all circumstances, maintain a level of training and qualification as designated by all local, state and federal regulatory agencies, which may be applicable to the city provision of appropriate emergency medical services under the direction of the Medical Director. In addition, such ~~first responder~~Emergency Medical Responder shall be familiar with and comply with all applicable rules and regulations ~~as~~ contained within article A of this chapter.

5-2B-5: PENALTY:

Any person or other entity providing ~~first responder~~Emergency Medical Responder services within the ~~city~~GEMS District who shall not have first become qualified pursuant to the provisions set forth in this article and in article A of this chapter shall, upon conviction, be guilty of an offense punishable as provided in section 1-4-1 of this code and as set forth in the municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this code, with each day constituting a separate offense~~;~~.

§ 3. Except as otherwise amended by this Ordinance, Title 5 of the City of Glenpool City Code (2013), Emergency Management, shall remain in full force and effect.

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

§ 5. The City Council, by separate vote, finds that this ordinance shall be immediately effective in order to protect the public safety, health and welfare, and declares an emergency for that purpose.

PASSED AND APPROVED by the City Council of the City of Glenpool this 2nd day of March 2015.

Momodou Ceesay, Mayor

Attest:

[SEAL]

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: March 2, 2015
Subject: Morris Park User Agreement with Glenpool Baseball League, 2015 Season

Background:

The City is interested in allowing the Glenpool Baseball League to have non-exclusive but reserved optional use of Morris Park during the 2015 playing season, while also providing for general community park uses and areas for adult and youth sports activities. Glenpool Baseball League, in turn, desires to fulfill the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities.

The activities contemplated by the proposed User Agreement will be provided in general by volunteers. Paid staff may include, without limitation, umpires and concession operators. No company, person nor any other entity is permitted to derive profit for park operations.

The Agreement provides the terms and conditions under which GBL may use the defined Premises for baseball practice, league activities, tournament play and such other baseball-related purposes as are consistent with offering playing fields and spectator facilities to the public. It sets forth the operational and maintenance responsibilities of each of the City and GBL; identifies responsibility for various costs; and establishes a process to provide improvements and upgrades to the Premises, as needed or appropriate.

It is important to note that, although the User Agreement allows GBL to provide the City a schedule of anticipated dates and times for practices, games and tournaments, and to reserve the Premises for their exclusive use on a first-come, first-served basis, it does not guarantee usage by GBL if another entity reserves the Premises ahead of them. It also does not permit GBL to exclude other users of the Premises during times not reserved by GBL.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the City Manager to execute the User Agreement and take such other actions as may be needed for its full implementation.

Attachments:

- Proposed User Agreement with Glenpool Baseball League

City of Glenpool

Morris Park User Agreement with Glenpool Baseball League

Term: Calendar Year 2015

This agreement is entered into between the City of Glenpool, an Oklahoma municipal corporation (the "City") and the Glenpool Baseball League (the "User"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in Morris Park to be designated herein and for purposes set forth herein (the "Agreement"). This Agreement shall become effective upon adoption and execution by the latter of the Glenpool City Council and the President of the Glenpool Baseball League (the "Effective Date").

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in Section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities (the "Sport").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general by volunteers. Paid staff may include, without limitation, umpires and concession operators. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice, league activities, tournament play and such other Sport-related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises (Refer to Exhibit A) and Ownership

- A. The following property is made available to User for Sport activities. The City shall retain all rights of ownership, to include without limitation full access to the Premises at any time and the right to approve or disapprove any concurrent use by other sport teams or individuals, provided that approval will not be unreasonably denied:

All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings (except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "Premises"). See attached map at Exhibit A, incorporated herein by reference. In the event of any conflict between this Section 2 .A and Exhibit A, Exhibit A shall control.

- B. The concession building is owned by the City. However, contents of the concession building, more specifically: freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season. City will otherwise direct User to remove such items of personal property only upon termination of this Agreement or for other good cause. Neither the City nor the User shall allow any third party to operate the concession facility during the term of this Agreement.
- C. The office/storage building immediately north of the concession building is owned by the User.
- D. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of, and each box exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from January 1, 2015 through June 30, 2015, and from January 1, 2016, through June 30, 2016, but not from July 1 through December 31 in either of those years (that is, the initial Term includes two consecutive playing seasons). If this Agreement is renewed in accordance with subsection B of this section 3, each successive term shall be for the next succeeding two calendar year Sport playing seasons of January 1 through June 30.
- B. User shall have the perpetual option to renew this Agreement for an additional two calendar year Sport playing seasons, upon providing written notice of intent to renew to the City Manager by no later than 60 days prior to the end of the current Term. The City will not unreasonably refuse to renew the Agreement.
- C. User understands and acknowledges that Premises are, by necessity as a public entity, shared with the general public. Therefore, User agrees to abide by the following:

- i. During all hours of park operation not specifically scheduled for User's exclusive use for practice, regular games or tournament play, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.
 - ii. In all cases, once User has notified the Community Development Department of its bona fide need to use the Premises on a given date and time, User shall have priority over the general public or any other user.
 - iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Community Development Department. During any period of time not within the Term of this Agreement (*i.e.*, from July 1 through December 31 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis.
- D. Game/tournament/practice schedules, to the fullest extent known, shall be submitted to the Community Development Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport events must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Community Development Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.
- F. Scheduling of User Sport events will be coordinated with the Community Development Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. Scope of License Granted

- A. **As noted in Section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.**
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or

permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.

- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by invited affiliated users (i.e., other teams, leagues or Sport-related organizations, "Affiliated Users"). User shall not allow the Premises to be used as home field or for practice by any teams outside the league service area without the approval of the Community Development Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.
- D. The Community Development Department will issue to User's President, Vice-President or staff members designated by either in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Community Development Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks be changed at the Premises, User will bear all costs associated with the change.
- E. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records are provided to City as part of User's reporting requirement provided in this Agreement.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the initial Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement.
- B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly

attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

- C. Any User Fee collected pursuant to this Agreement will be non-refundable and shall not be applied to any renewal of this Agreement.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to the User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, in the discretion of and by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User. The User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically this obligation includes:
- i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
 - iii. Stocking and cleaning the restroom facilities, including all paper goods and cleaning supplies.
 - iv. Stocking, cleaning and general upkeep of the concession area.
 - v. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
 - vi. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
 - vii. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
 - viii. Maintenance of all storage sheds owned by User.
 - ix. General cleanliness and upkeep of any facilities used on the Premises.
 - x. All mowing and edging of the fenced in Premises.
 - xi. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be

necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.

- xii. All routine dirt work on baseball fields (i.e. pitching mounds, infield dirt, etc.) shall be performed by User, provided that any supplementation of dirt not available on the grounds of the Premises shall be provided by the City.
- xiii. This maintenance plan may be coordinated with Affiliated Users or non-affiliated users who share access to exclusive use of the Premises under a similar agreement with the City. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.
- xiv. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community Development Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.
- xv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
- xvi. Optional - In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);

- Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, concession/bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;
 - All fences, backstops and related structures to ensure public safety;
 - Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows:
- Mowing (of only areas in Morris Park that lie outside the fenced-in Premises): Grass covered areas will be mowed, on average, once per week during the growing season;
 - Park access road /parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
 - Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots, and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule.
 - Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. City will assume all costs for: the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

City does now and will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of section 7.A.(xiv) of this Agreement to turn off and lock all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

9. Concessions

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to said operations.
- B. User will receive all revenues from concession operations and will be the sole provider at Premises during scheduled Sports activities, and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User.
- C. Use of the concession facility for the sale of concessions is subject to the following conditions:
 - i. All food storage/food preparation procedures and equipment must be operated under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.
 - ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City-County Health Department food handler's workshop.
- D. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. . (To the extent that User claims exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)

10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by January 30 and an end-of-season financial report on July 30 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect

to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises. Revenues derived from such signage shall be directed to User in support of User's activities and shall be reported as revenues on the end-of-season financial report referenced in section 10.B.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to the outfield fencing and park benches, shall be subject to prior approval by the Community Development Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in this section 11 must be reviewed and approved by the Community Development Department.

12. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youthsports programs.
- B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

13. Insurance; Indemnification; and Release of claims

- A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance, only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.

- B. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.
- E. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- F. Events within the scope of this provision include without limitation:
 - i. Failure by User to perform any of the terms or conditions of this Agreement;

- ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from , all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User at Exhibit F shall be signed by a parent or legal guardian of every signed-up User participant, and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit F to this Agreement before using the Premises for any purpose.
- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

15. Default and Termination Provisions

- C. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.
- D. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- E. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- F. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- G. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- H. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a

reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.

- I. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

16. Miscellaneous

A. Choice of law and venue

This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

B. Compliance with all federal, state, local laws

User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.

C. Non-discrimination provision

User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.

D. Notice provision

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.

F. Severability

If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

G. Authority to sign

Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.

H. Amendment provisions

The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

17. Checklist of Documents Required as Condition of Performance

- A. Pictorial description of Premises
- B. Copy of all required health department permits and any other licenses or permits required by law
- C. Scheduled practices, games and tournaments
- D. Board member roster and staff contact list
- E. Insurance declaration page identifying City as additional insured
- F. Form of User participant Release

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the date last executed below.

City of Glenpool, Oklahoma

By _____
Roger Kolman, City Manager

Date

Attested:

Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

USER:

Duly Authorized Representative

VERIFICATION

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared _____ known to me to be the _____ [title] of the _____ [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, March 2, 2015, 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) Severn Trent Report -Matt Lail, Project Manager
- D) Scheduled Business.
 - 1) Discussion and possible action to approve minutes from February 2, 2015 and February 17, 2015.
- E) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____am/pm.

Signed: _____
Clerk



February 2014
Monthly Operations Report
And
Historical Data Tracking Report

Prepared For the City of Glenpool Ok



Created by:
Severn Trent Services

Report



Date: February 25, 2015
To: City of Glenpool
From: Matt Lail, Severn Trent Project Manager
Subject: February 2015 Monthly Report, &
Historical Data Tracking

Severn Trent Services, Inc.
503 West 138th Street
Glenpool OK 74033

Tel 918-322-3822
Fax 918-322-3778

Please find enclosed the monthly operations report for February 2015, and a summary of Historical Data that we are developing for council information. This report will focus on a summary of historical information and some of the main activities that occurred within the report month. This report includes the following:

- I. Overview of the month,
- II. Annual Maintenance & Material Cap Summary,
- III. Monthly Maintenance & Material Cap Expense Summary,
- IV. Permit Excursions (Water & Wastewater), and
- V. Key Operating Issues.

I. Overview of Month,

- Completed 100 service orders.
- Turn-offs were delayed due to inclement weather, 233 re-reads, & 15 blue tags.
- Completed 20 new service taps, & 4 meter swaps.
- We had 18 animal control calls & transferred to Police Dept.
- Summary by Month:

Glenpool Summary

Year	2014				2015		Total	Average
Month	September	October	November	December	January	February		
Service Orders	157	144	183	173	171	100	928	155
Turn Offs	90	161	121	108	263	N / A	743	149
Re-Reads	134	90	123	296	368	233	1,244	207
Blue Tags	12	13	9	14	23	15	86	14
Service Taps	5	5	14	5	8	20	57	10
Meter Swaps	16	7	9	14	8	4	58	10
Sewer Backups	0	1	0	2	1	2	6	1
Sewer Overflows	0	1	0	0	1	0	2	0
Animal Control Calls	26	19	28	40	12	18	143	24
WWTP Excursions	0	0	0	0	0	0	0	0
Water Excursions	0	0	0	0	0	0	0	0
Maintenance Cap Expense	\$20,448.43	\$32,950.41	\$47,479.68	\$32,407.23	\$5,445.14	\$13,568.22	\$152,299	\$25,383

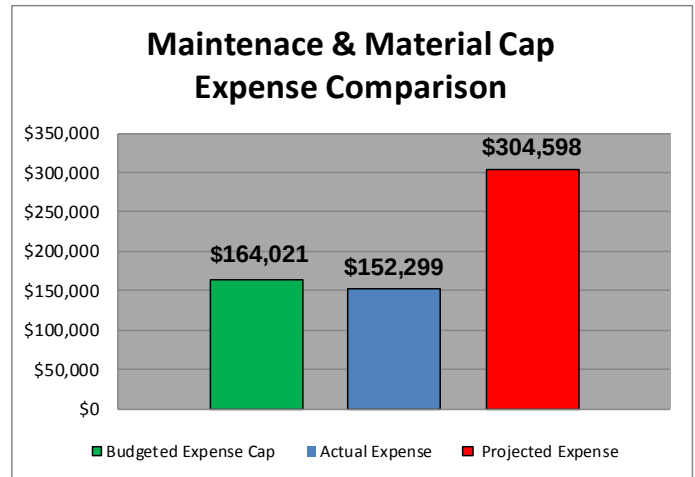
Average Service/Work Orders Performed Per Month	
Service Orders	155
Turn Offs	149
Re-Reads	207
Blue Tags	14
Service Taps	10
Meter Swaps	10
Average Monthly Total	544

II. Annual Maintenance & Material Cap Summary,



Fiscal Year September 2014 - August 2015	
Budgeted Maintenance Cap	\$89,290.08
Budgeted Material Cap	\$74,731.08
Total Budgeted Mtc & Material Cap	\$164,021.16

Mtc & Material Cap Comparison & Projection	Total Expense
Current Overage Expense	\$0.00
Budgeted Expense Cap	\$164,021.16
Actual Expense	\$152,299.11
Projected Expense	\$304,598.22

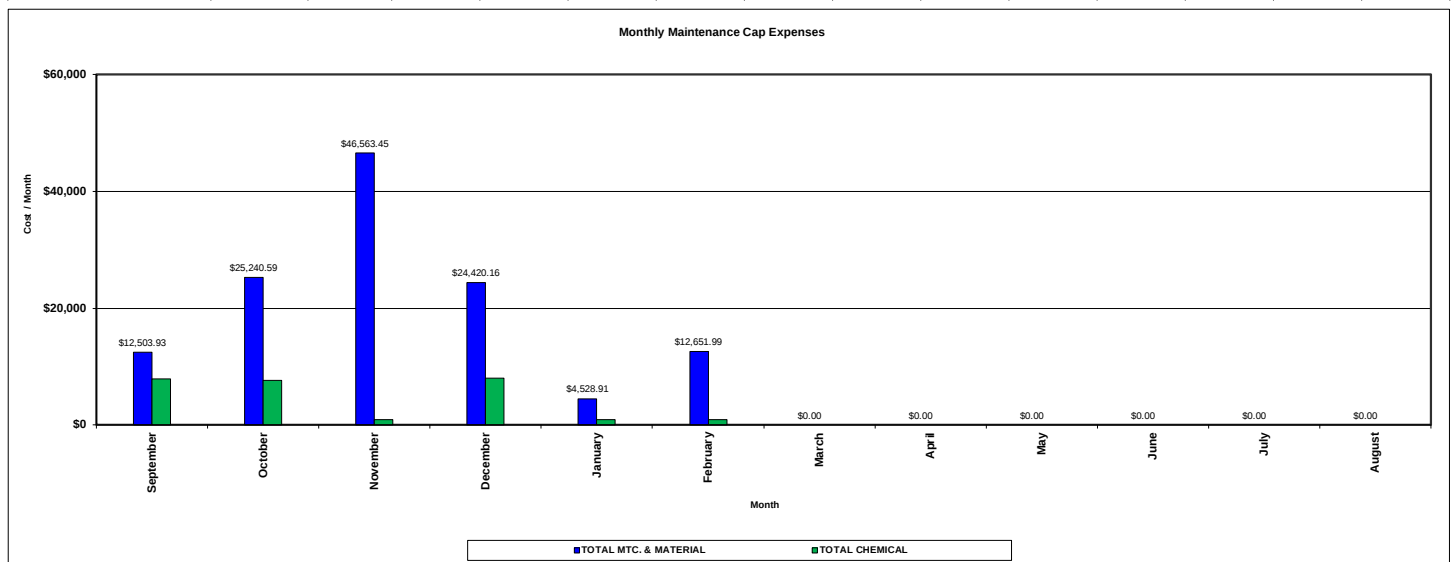


III. Monthly Maintenance & Material Cap Expense Summary,



MONTHLY MAINTENANCE EXPENSE SUMMARY

EXPENSE ITEM	September 2014	October 2014	November 2014	December 2015	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	TOTAL	AVERAGE
Glenpool Maintenance	\$11,497.23	\$13,984.69	\$7,670.41	\$5,670.98	\$2,041.47	\$4,098.08							\$44,962.86	\$7,493.81
Glenpool Material	\$8,951.20	\$18,965.72	\$39,809.27	\$26,736.25	\$3,403.67	\$9,470.14							\$107,336.25	\$17,889.38
TOTAL MTC. & MATERIAL	\$12,503.93	\$25,240.59	\$46,563.45	\$24,420.16	\$4,528.91	\$12,651.99							\$125,909.03	\$20,984.84
TOTAL CHEMICAL	\$7,944.50	\$7,709.82	\$916.23	\$7,987.07	\$916.23	\$916.23							\$26,390.08	\$4,398.35
TOTAL MAINTENANCE CAP	\$20,448.43	\$32,950.41	\$47,479.68	\$32,407.23	\$5,445.14	\$13,568.22							\$152,299.11	\$25,383.19
% of TOTAL MC	12.5%	20.1%	28.9%	19.8%	3.3%	8.3%							92.9%	15.5%
AVERAGE	\$10,224.22	\$16,475.21	\$23,739.84	\$16,203.62	\$2,722.57	\$6,784.11							\$76,149.56	\$12,691.59



IV. Permit Excursions–W&WW:

- WWTP – There were no excursions for the month at the WWTP. Also, the ammonia levels remained elevated through the month.
- WTP –There were no excursions in the Water system.

V. Key Operating Issues, / Glenpool Utility / Severn Trent, Monthly Summary Report:

- Challenges:
 - Inclement weather has caused us to post pone cutoffs. It also, hinders our ability to read meters in a timely manner, and slows other jobs that are weather dependent.
- Call-Outs:
 - Had one callout over the weekend to turn a customer's water on.
 - Had several callouts throughout week of February 9th thru 15th..
 - There was a hydrant run over on Sunday the 15th. The hydrant is located at 145th & Elwood. Jeremy followed the trail of radiator fluid to a citizen's house, and then he contacted the PD. An officer issued the person a ticket. We have the repair material & will produce the invoice when the weather permits us to perform the repair.
- Leaks:
 - The crossover feed to the best western began leaking on Sunday. The repair crew repaired it on the 17th.
- Lift Stations:
 - Speedy's lift station has a split in the discharge of pump # 1 piping.
 - There were several lift station alarms throughout the week, but nothing of major concern.
- Plant / Equipment Issues:
 - Received Track hoe back on Thursday January 30th.
 - The 2007 Silverado 1500 needs to be evaluated at the shop for transmission repair, and was taken to Danny Beck Chevrolet on the 19th. The estimate was approximately \$3,600.
 - On February 18th I contacted the Cummins representative regarding the trailer mounted generator, and the lift stations. I left a message, and have not heard back regarding the expense for the work needed.
 - We are in the process of changing one service truck to Severn Trent for purposes of fueling.
- Sewer Overflows / Backups:
 - There were two sewer backups during the month of February.
- Meter:
 - On January 31st we installed four more meters at the Grandview Apartments. We were going to set at least four more, but Bobby, the construction foreman stopped our crew & told them he does not want any meters set until he calls for them. There have been no requests since the last week of January for meter installations at Grandview Apartments.

- Miscellaneous:
 - o Still working on radio read meter costs through T² Transparent Technologies VN Virtual Network. He contacted me on February 24th to set up a time the week of March 11, 12, or 13 to perform a presentation here in Glenpool.
 - o Submitted WWTP chemical and electrical usage summaries to Lynn.
- Cutoffs:
 - o Due to inclement weather the cutoff date was changed to one day after the normal date.
- Personnel:
 - o The Lead Operator (Wes), & I have training out of town the week of February 10 thru 13.
 - o Wes took and passed the 32 hour A/B Wastewater Operators Class. Wes obtained his B Wastewater Operator's License last week.
 - o The Lead Operator (Wes), is out of town training on electrical control troubleshooting the week of February 17th thru the 19th.
 - o New employee began work on Monday February 9th.
 - o One meter reader tendered his resignation on February 20th, to become effective one March 5th.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
February 2, 2015

The Regular Session of the Glenpool Utility Services Authority was held at 6:56 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; and Lynn Burrow, Community Development Director.

A) Chairman Ceesay called the meeting to order at 6:56 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Ceesay declared a quorum present.

C) Severn Trent Report -Matt Lail, Project Manager

- Mr. Matt Lail submitted the monthly operations report for January 2015 as well as historical data for comparison. Mr. Lail apologized for the turmoil caused due to a member of his staff improperly reading water meters.

D) Scheduled Business

1) Discussion and possible action to approve minutes from January 5, 2014.

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

FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

E) Adjournment.

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:07 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
February 17, 2015**

The Special Session of the Glenpool Utility Services Authority was held at 7:06 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; and Lynn Burrow, Community Development Director.

A) Chairman Ceesay called the meeting to order at 7:06 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Ceesay declared a quorum present.

C) Scheduled Business

- 1) Discussion and possible action to approve RESOLUTION NO. 15-02-03, A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 4 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY THOUSAND SIX HUNDRED FORTY ONE DOLLARS (1,540,641) FOR THE PERFORMANCE OF A MASTER WATER STUDY AND THE DESIGN AND CONSTRUCTION OF AN ELEVATED WATER STORAGE TOWER ON PROPERTY BELONGING TO THE CITY AT 156TH STREET SOUTH, EAST OF US HIGHWAY 75, TULSA COUNTY, FOR TE PURPOSE OF FACILITATING FUTURE DEVELOPMENT OF THE CITY OF GLENPOOL TO THE SOUTH OF 151ST STREET SOUTH (STATE HIGHWAY 67), TULSA COUNTY.**

MOTION: Trustee Agee moved, second by Vice Chairman Korb to concur with action taken in the City Council meeting and approve Resolution No. 15-02-03 as presented.

FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

- 2) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority City-Wide Water Distribution System Model and Report Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.**

MOTION: Trustee Agee moved, second by Vice Chairman Korb to concur with action taken in the City Council meeting to approve Water Distribution System Model and Report Proposal and accept contract with Cowan Engineering Group, LLC.

FOR: Trustee Agee; Trustee Ballew; Trustee Fox; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

- 3) Discussion and possible action to: approve "City of Glenpool/Glenpool Utility Services Authority Water Storage Construction Documents Proposal;" and authorize the Mayor to execute the "Notice to Proceed" included therewith, signifying the acceptance of a contract between the City of Glenpool/Glenpool Utility Services Authority and Cowan Engineering Group, LLC.**

MOTION: Trustee Agee moved, second by Vice Chairman Korb to concur with action taken in the City Council meeting to approve Water Storage Construction Documents Proposal and accept a contract with Cowan Engineering Group, LLC.

FOR: Trustee Ballew; Trustee Fox; Trustee Agee; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion Carried.

D) Adjournment.

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:13 p.m.

Date

Chairman

ATTEST:

Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, March 2, 2015, 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 February 2, 2015 meeting.
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____ am/pm.

Signed: _____
City Clerk

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
February 2, 2015

The Regular Session of the Glenpool Industrial Authority was held at 7:07 p.m., Council Chambers, Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

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

A) Chairman Ceesay called the meeting to order at 7:07 p.m.

B) **Scheduled Business**

1) **Discussion and possible action to approve minutes from January 5, 2015 meeting.**

MOTION: Trustee Fox moved, second by Trustee Agee to approve the minutes as presented.

FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice-Chairman Korb; Chairman Ceesay

AGAINST: None

Motion Carried.

C) **Adjournment**

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:08 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 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, March 2, 2015, 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)** Guardian-EMS Plus Report -- Ed Fowler, Director of Operations
- E)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from February 2, 2015 meeting.
 - 2)** Discussion and possible action to adopt Resolution No. 15-03-01, A Joint Resolution To Recognize Publicly The Services Historically Provided By The Citizen Volunteer First Responder Agency, To Terminate Its Continued Existence And Enable The City Manager To Take Such Further Actions As Are Appropriate And Necessary To Give Effect To This Resolution.
 - 3)** Discussion and possible action to accept the EMS Plus Activity Report for February, 2015.
- F)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, 2015, _____ am/pm.

Signed: _____
District Clerk/Secretary

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
February 2, 2015

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:08 p.m., Council Chambers, Glenpool City Hall. Members present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Member; Patricia Agee, Member and Jennifer Ballew, Member.

Staff present: Lowell Peterson, District Legal Counsel and Susan White, District Administrator, Clerk/Secretary. Roger Kolman, City Manager and Ed Fowler, Guardian-EMS, Director of Operations were also present.

A) Chairman Ceesay called the meeting to order at 7:08 p.m.

B) Secretary Susan White called the roll and Chairman Ceesay declared a quorum present.

C) Guardian-EMS Plus Report – Ed Fowler, Director of Operations

- Mr. Fowler declared a lot of good things have happened during the first two and a half months in Glenpool. On February 9, the first of 3 new trucks will be picked up and readied for service in two weeks or less. EMS Plus has retired two old ambulances and donated to local area fire departments for rescue vehicles. A state of the art dispatch center has also been added.
- Some county fire departments have requested EMS Plus to dispatch for them.
- Mr. Fowler acknowledged that they have added seventeen people which have allowed them to go from three staffed trucks to five. This has greatly decreased the number of mutual aid calls for assistance to our city.

D) District Administrator Report – Susan White, District Administrator

- Ms. White reported that although the District doesn't presently have a Treasurer, the duties are all being handled by staff or a consultant.
- A Report from the ambulance provided will be added to the regular monthly meetings.
- Lowell Peterson, District Attorney is working on amendments to the GEMS Agreement which will be presented for Board approval at a future meeting.

E) Schedule Business

1) Discussion and possible action to approve minutes from January 5, 2015 meeting.

MOTION: Member Agee moved, second by Member Ballew to approve the minutes as presented.

FOR: Member Fox; Member Agee; Member Ballew; Vice-Chairman Korb; Chairman Ceesay.

AGAINST: None

Motion carried.

2) Discussion and possible action to accept the EMS Plus Activity Report for January 2015.

MOTION: Member Fox moved, second by Member Agee to approve the Activity Report as presented.

FOR: Member Agee; Member Ballew; Member Fox; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

F) Adjournment.

- There being no further business, the meeting was adjourned at 7:21 p.m.

ATTEST:

Clerk/Secretary

Date

Chairman

RESOLUTION NO. 15-03-01

A JOINT RESOLUTION OF THE CITY COUNCIL OF GLENPOOL AND THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT TO RECOGNIZE PUBLICLY THE SERVICES HISTORICALLY PROVIDED BY THE CITIZEN VOLUNTEER FIRST RESPONDER AGENCY, TO TERMINATE ITS CONTINUED EXISTENCE AND ENABLE THE CITY MANGER TO TAKE SUCH FURTHER ACTIONS AS ARE APPROPRIATE AND NECESSARY TO GIVE EFFECT TO THIS RESOLUTION

WHEREAS, pursuant to Section 9C, Article X, of the Constitution of the State of Oklahoma, and Resolution of the Board of County Commissioners of Tulsa County, Oklahoma, the qualified voters of the Glenpool Public School District voted on the 22nd day of February 1983, for the formation of the Glenpool Area Emergency Medical Services District (“**GEMS**”) and further voted to levy a tax in the amount of 3 mills for the purpose of providing funds to support, organize, operate and maintain the GEMS District; and

WHEREAS, since ratification, GEMS has continually and lawfully functioned as an emergency medical services district and has been administered through five members serving as a Board of Trustees, as prescribed by the Oklahoma Constitution, such five members being appointed by the Tulsa County Board of County Commissioners and to date being the same persons serving as the five members of the City Council; and

WHEREAS, on June 5, 1995, the City Council adopted Ordinance No. 363, for the purpose of creating and establishing the “position” of First Responder for the City of Glenpool, establishing the requirement of certification and setting forth a process for designation by the City Manager and City Council of any person or persons to perform the services of “First Responder;” and

WHEREAS, on April 21, 2003, the so-called “GEMS Authority” approved a “First Responder Program” that had been presented to the Authority on March 17, 2003, for the purpose of creating a certified First Responder (EMR) agency, as defined by Oklahoma Statute and regulations, to function under the direction of an EMS Director, who would report to the City Manager, and providing for such other requirements as certification by the National Registry of Emergency Medical Technicians and the Oklahoma Department of Health, and providing for a budget for operation of the First Responder Program;; and

WHEREAS, on November 20, 2003, the City Council adopted Resolution No. 11-06-03 to create the “GEMSA First Responder Authority,” and purportedly created a First Responder Authority Board to consist of members of the City Council, created the position of Director of the GEMSA First Responder Authority and designated that the Director shall be appointed by the GEMSA First Responder Authority Board to serve and assist persons in medical need until ambulance service and medical personnel arrive for further medical attention and, if necessary, transport to a medical facility; and

WHEREAS, the foregoing Resolution No. 11-06-03 is of no legal effect whatsoever inasmuch as it did not follow any of the statutory requirements for the creation of a public trust authority, it contradicts the requirements of the foregoing Ordinance No. 363 having provided that persons providing First Responder services shall be employees of the City to be appointed by the City Manager with the approval of the City Council, and no First Responder Authority Board has ever been constituted or taken any actions; and

WHEREAS, it would be in the best interest of the City of Glenpool and the Glenpool Area Emergency Medical Service District to recognize publicly the services of the Glenpool First Responder agency since at least 1995; and to repeal in their entirety all the foregoing ordinances and resolutions thereby terminating the existence and operations of the Glenpool First Responder agency and for the purpose of clarifying that all Emergency Medical Response agency services shall from this time forward, until further action by this City Council, be provided by certified EMR and/or licensed emergency medical personnel who are employed by the City of Glenpool Fire Department.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL , OKLAHOMA AND THE BOARD OF TRUSTEES OF THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT, THAT:

§ 1. The following actions taken as indicated by the Glenpool City Council, sitting as such or sitting purportedly as members of the Board of Trustees of the Glenpool Emergency Medical Service Authority, an entity with no legal existence, shall be revoked in their entirety by ordinance of the City and declared to be null, void and of no legal effect:

Ordinance No. 363, An Ordinance Creating And Establishing The Position Of First Responder For The City Of Glenpool, Oklahoma, And Providing For The Certification And Authority Pertinent To The Position Of First Responder, Providing For Penalties For Violation And Declaring An Emergency, passed and approved by the City Council on the 5th day of June 1995, and now codified as Title 5, Chapter 2, Article B of the City Code.

Actions purportedly taken by the Glenpool Emergency Medical Service Authority on April 21, 2003, to approve a First Responder Program Proposal presented to such Authority on the 17th day of March 2003.

Resolution No. 11-06-03, A Resolution Creating A Separate Authority For First Responder Services To The City Of Glenpool, Oklahoma, A Municipal Corporation And So Declaring GEMSA First Responder Authority, A Separate Authority Established For The Sole Purpose Of Providing First Responder Medical Services Within The City Of Glenpool, Oklahoma, Or Within Other Areas As May Be Requested And/Or Permitted By Future Policy Determinations Emitting From The GEMSA First Responder Board, so resolved on the 20th day of November 2003.

§ 2. That the citizen volunteer First Responder agency, under that or any other name, operating created, established and operating, either by law or in fact, pursuant to the foregoing

actions described in § 1 of this Resolution, is hereby terminated and rendered of no further legal or actual existence.

§ 3. That the positions of volunteer employees of the City assigned as the Emergency Medical Services Director and as certified Emergency Medical Responders are hereby terminated and the City Manager or his designee is hereby directed take all such actions as he deems necessary and appropriate to effect such termination.

§ 4. The City Council, by separate vote, shall consider and take action upon an ordinance lawfully creating a certified emergency medical response agency and staffing the same with any combination of certified emergency medical responders and licensed emergency medical personnel, as those terms are defined in and governed by Title 63, §§ 1-2501 through 1-2516, of the Oklahoma Statutes.

ADOPTED by the City Council of the City of Glenpool this 2nd day of March 2015.

Momodou Ceesay, Mayor

Attest:

[SEAL]

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

ADOPTED by the GEMS Board of the Glenpool Area Emergency Medical Service District this 2nd day of March 2015.

Momodou Ceesay, Chairman

Attest:

[SEAL]

Susan White, Secretary



February 24, 2015

City of Glenpool
P O Box 70
Glenpool, OK 74033-0070

Enclosed, please find our report of ambulance response activity for the period of January 27th, 2015 to February 23rd, 2015.

During this time period, we logged 108 responses. The following is a breakdown of these responses:

Emergency responses – 98 – 97% response time compliance.
Non-Emergency responses – 10 – response time not applicable.

Nine responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area.

Nine responses were outside the Glenpool response area.

Three responses had long response times. The first call with a long response time was due to the ambulance crew not being aware, the street the call was on used county hundred blocks and not Glenpool hundred blocks. Once the error was realized, the ambulance was able to find the residence.

The second call with a long response time was due to the ambulance crew taking too long to leave the station. This ambulance crew has been counseled in this matter.

The last response with a long response time was due to the ambulance crew not being familiar with the area. Remedial training is being scheduled.

Should you have any questions or concerns regarding this report, please feel free to contact me.

Sincerely,

Ed Fowler

Ed Fowler
Vice President of Operations

Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
117 1/27/2015 Paramedic	Police/911 code 3	105 code 1	11:19 11:19 11:20 11:23	11:45 11:56 12:03 E-4
118 1/27/2015 Paramedic	EMSA code 3	106 code 1	11:36 11:37 11:41 11:54	12:14 12:26 13:20 E-18 #
119 1/27/2015 Paramedic	Police/911 code 3	105 no transport	13:33 13:33 13:36 13:50	14:08 E-17 *
120 1/27/2015 Paramedic	Police/911 code 3	105 code 1	14:49 14:49 14:50 14:53	15:08 15:30 15:48 E-4
121 1/27/2015 Paramedic	Hospital Staff code 1	105 code 1	15:50 15:50 15:50 16:13	16:33 17:03 17:11 NE-23
122 1/27/2015 Paramedic	Police/911 code 3	105 code 1	23:14 23:14 23:16 23:19	23:33 23:50 0:04 E-5
123 1/28/2015 Paramedic	EMSA code 1	106 code 1	1:19 1:19 1:21 1:35	1:55 2:11 2:29 NE-16
124 1/28/2015 Paramedic	Police/911 code 3	105 no transport	15:27 15:27 15:27 15:29	15:51 E-2
125 1/28/2015 Paramedic	Police/911 code 3	106 code 1	19:02 19:02 19:03 19:06	19:30 20:02 20:37 E-4

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
126 1/28/2015 Paramedic	Bystander code 3	105 code 1	22:39 22:41 22:42 22:44	23:09 23:27 0:11 E-5
127 1/29/2015 Paramedic	Police/911 code 3	106 code 1	10:48 10:48 10:48 10:53	11:14 11:36 12:18 E-5
128 1/29/2015 Paramedic	Police/911 code 3	105 code 1	12:20 12:20 12:21 12:24	12:46 13:04 13:30 E-4 @
129 1/29/2015 Paramedic	Police/911 code 3	115 no transport	14:04 14:04 14:05 14:08	14:26 E-4
130 1/29/2015 paramedic	Police/911 code 3	106 code 1	14:35 14:35 14:36 14:40	14:57 15:25 16:11 E-5
131 1/30/2015 Paramedic	EMSA code 3	105 code 1	11:10 11:10 11:11 11:29	12:02 12:07 12:34 E-19 #
132 1/30/2015 Paramedic	EMSA code 3	106 no transport	14:25 14:25 14:26 14:31	15:12 E-6
133 1/30/2015 Paramedic	Police/911 code 3	105 code 1	15:34 15:34 15:35 15:38	15:54 16:12 16:25 E-4
134 1/30/2015 Paramedic	Police/911 code 3	106 no transport	23:03 23:03 23:07 23:10	23:31 E-7

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Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
135 1/31/2015 Paramedic	Police/911 code 3	105 no transport	2:27 2:27 2:30 2:35	2:52 E-8
136 1/31/2015 Paramedic	Police/911 code 3	106 no transport	4:43 4:43 4:47 4:52	5:15 E-9 *
137 1/31/2015 Paramedic	Police/911 code 3	106 no transport	15:20 15:20 15:21 15:25	15:28 E-5
138 1/31/2015 Paramedic	EMSA code 3	105 code 1	19:01 19:01 19:02 19:10	19:29 19:56 20:11 E-9 +
139 2/1/2015 Paramedic	Police/911 code 3	105 code 1	22:42 22:42 22:43 22:47	23:19 23:40 0:11 E-5
140 2/2/2015 Paramedic	Police/911 code 3	106 code 1	8:12 8:12 8:14 8:18	8:40 9:05 9:20 E-6
141 2/2/2015 Paramedic	Police/911 code 3	105 code 1	11:54 11:54 11:56 12:00	12:19 12:42 13:01 E-6
142 2/2/2015 Paramedic	EMSA code 3	106 no transport	12:31 12:31 12:33 12:46	13:07 E-15 #
143 2/2/2015 Paramedic	Police/911 code 3	105 code 1	17:57 17:57 17:59 18:02	18:17 18:34 18:47 E-5

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Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
144 2/2/2014 Paramedic	Police/911 code 3	106 code 1	20:10 20:10 20:10 20:14	20:35 20:51 21:04 E-4
145 2/2/2015 Paramedic	Police/911 code 3	105 no transport	22:12 22:12 22:13 22:20	22:43 E-8
146 2/3/2015 Paramedic	Okmulgee EMS code 3	105 code 1	14:39 14:39 14:43 15:16	15:44 16:34 17:24 E-37 #
147 2/3/2015 Paramedic	Police/911 code 3	109 code 1	15:31 15:31 15:32 15:35	16:06 16:27 17:13 E-4
148 2/3/2015 Paramedic	Police/911 code 3	Creek County EMS code 1	16:27 16:27 16:28 16:40	16:48 17:23 17:45 E-13 @
149 2/3/2015 Paramedic	Police/911 code 3	109 code 1	18:04 18:04 18:05 18:08	18:30 18:51 19:13 E-4
150 2/3/2015 Paramedic	Police/911 code 3	106 code 1	20:00 20:00 20:02 20:04	20:24 20:37 20:51 E-4
151 2/3/2015 Intermediate	Police/911 code 3	109 no transport	20:23 20:23 20:24 20:26	20:43 E-3 @
152 2/4/2015 Paramedic	Hospital Staff code 1	105 code 1	2:04 2:04 2:04 2:13	2:36 2:55 3:06 NE-9

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Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
153 2/4/2015 Paramedic	EMSA code 3	105 code 1	0:11 0:11 0:11 0:20	1:11 1:35 2:04 E-9 +
154 2/4/2015 Paramedic	Police/911 code 3	105 code 3	8:45 8:45 8:46 8:48	9:24 9:33 10:03 E-3
155 2/4/2015 Paramedic	EMSA code 1	106 code 1	12:14 12:14 12:14 12:32	12:53 13:18 13:34 NE-18
156 2/4/2015 Paramedic	Hospital Staff code 1	105 code 1	16:15 16:15 16:15 16:38	17:02 17:30 17:40 NE-18
157 2/4/2015 Paramedic	Police/911 code 3	105 no transport	20:54 20:54 20:55 21:00	21:15 E-6
158 2/5/2015 Paramedic	Bystander code 1	106 no transport	11:25 11:25 11:27 11:35	12:02 NE-10
159 2/7/2015 Paramedic	Bystander code 3	106 code 3	5:49 5:49 5:52 5:57	6:27 6:46 7:15 E-8
160 2/7/2015 Paramedic	Police/911 code 3	105 code 1	9:24 9:24 9:25 9:28	10:11 10:33 10:53 E-4
161 2/7/2015 Paramedic	Police/911 code 3	106 code 1	10:59 10:59 11:00 11:04	11:16 11:32 11:42 E-5 @

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Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
162 2/7/2015 Paramedic	Police/911 code 3	106 code 1	19:37 19:37 19:38 19:40	20:09 20:29 20:54 E-3
163 2/8/2015 Paramedic	Police/911 code 3	105 code 1	12:01 12:01 12:03 12:08	12:21 12:42 12:57 E-7
164 2/8/2015 Paramedic	EMSA code 3	105 code 1	15:22 15:22 15:24 15:33	15:44 16:03 16:15 E-11 #
165 2/8/2015 Paramedic	Police/911 code 3	106 code 1	21:54 21:54 21:55 21:57	22:07 22:26 22:40 E-3
166 2/9/2015 Paramedic	Police/911 code 3	105 code 1	7:55 7:55 7:57 8:00	8:25 8:52 9:10 E-5
167 2/9/2015 Paramedic	Police/911 code 3	106 code 1	9:27 9:27 9:27 9:30	10:02 10:20 10:39 E-3
168 2/9/2015 Paramedic	Police/911 code 3	105 no transport	14:00 14:00 14:01 14:04	14:24 E-4
169 2/10/2015 Paramedic	Police/911 code 3	106 cancelled enroute	6:15 6:15 6:15	6:19 E-0
170 2/10/2015 Paramedic	EMSA code 3	106 code 1	20:25 20:25 20:28 20:52	21:07 21:29 22:10 E-27 #

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Emergency Medical Services Plus
Ambulance report
Glenpool - February 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
171 2/10/2015 Paramedic	EMSA code 3	106 no transport	22:11 22:11 22:12 22:30	 22:48 E-19 #
172 2/11/2015 Paramedic	Police/911 code 3	105 code 1	15:22 15:22 15:26 15:29	16:12 16:35 16:56 E-7
173 2/11/2015 Paramedic	Police/911 code 3	106 code 1	15:26 15:26 15:26 15:28	15:45 16:04 16:32 E-2 @
174 2/11/2015 Paramedic	Police/911 code 3	105 code 1	19:40 19:40 19:41 19:44	20:06 20:22 20:54 E-4
175 2/12/2015 Paramedic	Police/911 code 3	106 code 1	9:20 9:20 9:20 9:22	9:47 10:12 10:37 E-2
176 2/12/2015 Paramedic	Police/911 code 3	105 code 1	15:28 15:28 15:28 15:31	16:00 16:25 16:55 E-3
177 2/13/2015 Paramedic	Police/911 code 3	106 code 1	11:52 11:52 11:54 11:57	12:12 12:36 12:57 E-5
178 2/13/2015 Intermediate	Hospital Staff code 1	109 code 1	12:04 12:04 12:04 12:30	12:43 13:02 13:13 NE-26
179 2/13/2015 Paramedic	Patient code 3	105 no transport	19:54 19:54 19:54 19:54	 20:12 E-0

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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
180 2/13/2015 Paramedic	Police/911 code 3	105 no transport	20:26 20:26 20:27 20:33	20:51 E-7
181 2/13/2015 Paramedic	Police/911 code 3	106 no transport	21:40 21:40 21:40 21:45	22:03 E-5
182 2/13/2015 Paramedic	Police/911 code 3	106 code 3	23:25 23:25 23:27 23:29	23:51 0:03 0:41 E-4
183 2/14/2015 Paramedic	Police/911 code 3	106 no transport	3:00 3:00 3:03 3:08	3:28 E-8
184 2/14/2015 Paramedic	Police/911 code 3	105 code 1	6:19 6:19 6:22 6:24	7:02 7:20 7:41 E-5
185 2/14/2015 Paramedic	EMSA code 3	105 code 1	11:26 11:26 11:28 11:42	12:02 12:14 12:29 E-16 #
186 2/14/2015 Paramedic	Police/911 code 3	106 code 1	12:00 12:00 12:00 12:04	12:42 13:03 13:14 E-4
187 2/14/2015 Paramedic	Police/911 code 3	105 code 1	12:52 12:52 12:53 15:57	13:27 13:51 14:07 E-5 @
188 2/14/2015 Paramedic	Police/911 code 1	106 blood draw for PD	13:56 13:56 13:57 14:04	14:24 NE-8

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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
189 2/14/2015 Paramedic	Police/911 code 3	106 code 1	17:41 17:41 17:42 17:51	18:13 18:29 18:44 E-10 *
190 2/15/2015 Paramedic	Police/911 code 3	105 no transport	7:27 7:27 7:28 7:32	 7:56 E-5
191 2/15/2015 Paramedic	Police/911 code 3	106 code 1	12:56 12:56 12:58 13:01	13:18 13:40 14:08 E-5
192 2/16/2015 Paramedic	Police/911 code 3	105 code 1	11:06 11:06 11:07 11:12	11:46 12:15 12:40 E-6
193 2/16/2015 Intermediate	EMSA code 3	109 code 1	18:41 18:41 18:41 18:59	19:20 19:31 19:55 E-18 #
194 2/16/2015 Paramedic	EMSA code 3	105 code 1	18:41 18:41 18:42 19:00	19:22 19:28 19:59 E-19 #
195 2/17/2015 Paramedic	Police/911 code 3	105 code 1	2:44 2:46 2:46 2:48	3:12 3:27 3:48 E-4
196 2/17/2015 Paramedic	Police/911 code 3	106 cancelled enroute	6:20 6:20 6:22	 6:23 E-0
197 2/17/2015 Paramedic	Police/911 code 3	105 no transport	12:20 12:20 12:21 12:23	 12:30 E-3

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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
198 2/17/2015 Paramedic	Police/911 code 3	105 no transport	15:28 15:28 15:30 15:35	15:43 E-7
199 2/18/2015 Paramedic	Police/911 code 3	105 code 1	1:53 1:53 1:54 1:58	2:10 2:32 2:50 E-5
200 2/18/2015 Paramedic	Police/911 code 3	105 code 1	13:23 13:23 13:24 13:27	14:00 14:23 15:16 E-4
201 2/18/2015 Paramedic	Bystander code 3	105 no transport	15:56 15:56 15:57 16:00	16:19 E-4
202 2/19/2015 Paramedic	Police/911 code 3	105 code 1	12:18 12:18 12:19 12:21	12:38 12:57 13:21 E-3
203 2/19/2015 Paramedic	Police/911 code 1	106 code 1	12:21 12:21 12:22 12:28	12:44 13:04 13:14 NE-7
204 2/19/2015 Paramedic	Police/911 code 3	105 code 1	23:23 23:23 23:24 23:27	23:53 0:09 0:34 E-4
205 2/20/2015 Paramedic	EMSA code 1	106 code 1	2:09 2:09 2:09 2:27	2:41 3:02 3:09 NE-18
206 2/20/2015 Paramedic	Police/911 code 3	105 code 1	6:21 6:21 6:23 6:27	6:45 7:05 7:34 E-6

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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
207 2/20/2015 Paramedic	Creek County EMS code 3	105 code 1	14:38 14:38 14:38 14:43	14:58 15:19 15:35 E-5
208 2/20/2015 Intermediate	Police/911 code 3	109 no patient found	15:17 15:17 15:18 15:23	15:23 E-6 @
209 2/20/2015 Paramedic	Police/911 code 3	105 code 1	21:27 21:27 21:28 21:30	21:47 22:05 22:15 E-3
210 2/21/2015 Paramedic	Police/911 code 3	106 code 1	1:17 1:17 1:20 1:23	1:47 2:00 2:20 E-6
211 2/21/2015 Paramedic	Police/911 code 3	105 no transport	1:52 1:52 1:55 1:56	2:08 E-4 @
212 2/21/2015 Paramedic	Police/911 code 3	106 no transport	14:19 14:19 14:19 14:23	14:35 E-4
213 2/21/2015 Paramedic	Creek County EMS code 3	106 code 1	16:48 16:48 16:48 16:51	17:15 17:38 18:02 E-3
214 2/22/2015 Paramedic	Police/911 code 3	105 code 1	2:53 2:53 2:54 2:59	3:22 3:50 4:21 E-6
215 2/22/2015 Paramedic	Family code 3	105 code 1	11:33 11:33 11:34 11:42	12:05 12:23 12:40 E-9 +

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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
216 2/22/2015 Paramedic	Police/911 code 3	106 code 1	14:55 14:55 14:56 15:02	15:28 15:50 16:07 E-7
217 2/22/2015 Paramedic	Police/911 code 3	105 code 1	19:09 19:09 19:10 19:14	19:31 19:50 20:30 E-5
218 2/22/2015 Paramedic	Police/911 code 3	106 code 1	20:18 20:18 20:18 20:24	20:34 20:58 21:17 E-6 @
219 2/22/2015 Paramedic	Police/911 code 3	105 code 1	20:41 20:41 20:41 20:47	21:02 21:14 21:33 E-6
220 2/22/2015 Paramedic	Police/911 code 3	106 code 1	21:55 21:55 21:56 21:59	22:12 22:35 23:22 E-4
221 2/22/2015 Paramedic	Police/911 code 3	105 code 1	23:02 23:02 23:03 23:05	23:26 23:40 0:01 E-3 @
222 2/23/2015 Paramedic	Police/911 code 3	106 code 1	9:08 9:08 9:09 9:12	9:34 9:58 10:15 E-4
223 2/23/2015 Paramedic	EMSA code 3	105 cancelled enroute	11:40 11:40 11:41	11:41 E-0
224 2/23/2015 Paramedic	Police/911 code 3	105 code 1	22:13 22:13 22:14 22:19	22:40 23:04 23:17 E-6

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