

**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 16, 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. Jason Yarbrough
- D)** Pledge of Allegiance – Mayor Ceesay
- E)** Chamber of Commerce Report – Amy Rogers, President
- F)** City Manager Report – Roger Kolman, City Manager (Away)
- G)** Mayor’s Report – Momodou Ceesay, Mayor
- H)** Council Comments
- I)** Public Comments
- J)** Public Recognition of Volunteer First Responders - Momodou Ceesay, Mayor
- K)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from March 2, 2015 meeting.
 - 2)** Discussion and possible action to approve City of Glenpool Morris Park User Agreement with Glenpool Baseball League for 2015 and 2016 playing seasons, item tabled from March 2, 2015 Regular Meeting.
(Lynn Burrow, Community Development Director)
 - 3)** Discussion and possible action to accept Stormwater Detention Easement dedication from D & G Investments, easement located at Lot 2, Block 1, Rolling Meadows Apartments Addition.
(Lynn Burrow, Community Development Director)

- 4) Discussion concerning potential amendments to Glenpool Zoning Code Sec. 11-12-21, specifically pertaining to signs for grand openings, parks, and special events.
(Rick Malone, City Planner)
- 5) Discussion and possible action to enter into Executive Session.
(Momodou Ceesay, Mayor)
- 6) Executive Session for the purpose of discussing confidential communications between the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, represented by the City/Trust Attorney and Special Counsel; and United States Magistrate Judge T. Lane Wilson, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct the pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of the current status of the settlement agreement negotiated between Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Services Authority, for the purpose of resolving and dismissing all claims in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM], and approved by the governing bodies of all parties on November 10 and November 11, 2014.
(Lowell Peterson, City Attorney)
- 7) Executive Session for the purpose of discussing confidential communications between the Glenpool City Council and the City Attorney concerning a pending investigation, claim, or action as to which the City, with the advice of its Attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of potential litigation based upon claims of beneficiary municipalities of the Tulsa County Criminal Justice Authority with respect to the funding and operations of the Tulsa City-County Jail.
(Lowell Peterson, City Attorney)
- 8) Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), *to wit*, the annual evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.
- 9) Possible action to reconvene in Regular Session.
(Momodou Ceesay, Mayor)
- 10) Discussion and possible action to renew or terminate the current City Manager Employment Agreement, in accordance with its terms for Fiscal Year 2015-2016.
(Momodou Ceesay, Mayor)

L) 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

PROCLAMATION

RECOGNITION FOR EXTRAORDINARY SERVICE TO RESIDENTS OF THE GLENPOOL PUBLIC SCHOOL DISTRICT AND CITIZENS OF THE CITY OF GLENPOOL [THE GLENPOOL AREA EMERGENCY MEDICAL SERVICES DISTRICT]

WHEREAS, the Glenpool Area Emergency Medical Services (GEMS) District citizen volunteer First Responder Agency has been recognized and functioning in that capacity for approximately 22 years; and

WHEREAS, the First Responder Agency, under the direction of its Director, Keith Robinson, has maintained its status as a certified Emergency Medical Response Agency and its volunteers have maintained their status as certified Emergency Medical Responders by meeting all requirements for certification established by the Oklahoma Department of Health, Emergency Medical Services division; and

WHEREAS, countless residents and guests or visitors of the GEMS District have derived substantial benefit from the faithful services of the First Responder Agency and its personnel to provide: Patient assessment and triage; Basic wound management, including hemorrhage control; Bandaging and splinting of fractures; Basic life support, including use of semi-automatic external defibrillator; and such other skills as have been acquired through the National Standard First Responder Curriculum; and

WHEREAS, GEMS District licensed ambulance service providers have relied upon the readiness of the First Responder Agency to provide emergency medical responder care to members of the general public under the direction and protocols of the designated Medical Director; and

WHEREAS, giving themselves in service to the residents and guests or visitors of the GEMS District has been accomplished at significant personal sacrifice.

NOW, THEREFORE, the City Council and the GEMS District Board of Trustees do hereby proclaim public recognition for the extraordinary service of the following current and past members of the First Responder Agency:

Keith Robinson, Director
Jenny Watts
Jo Seidell
Lori Anderson
Angela Johnson
Theresa Kelley
Joel Loret

Kimberley Robinson
Richard Watts
Larry Seidell
Melissa Purdy
Kelli Guidry
Daniel Haney
Darla Love

And urge our fellow citizens to express their appreciation to this outstanding group of individuals.

Signed this 16th day of March 2015.

Momodou Ceesay, Mayor and
Chair, GEMS Board of Trustees

ATTEST:

Susan White, City Clerk

MINUTES

CITY COUNCIL MEETING

March 2, 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: Rev. Heather Scherer; Director Keith Robinson, Glenpool First Responder Agency and other interested citizens.

- A) Mayor Ceesay called the meeting to order at 6:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.**
- C) Rev. Heather Scherer offered the Invocation.**
- D) Mayor Ceesay led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**
 - Mrs. Reed highlighted the February events hosted at the Conference Center as well as the upcoming events and current financials.
- F) Community Development Report -- Lynn Burrow, Community Development Director**
 - Mr. Burrow updated the Council on the multiple residential and commercial construction projects throughout the city.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman reported the Starbucks construction is nearing completion and the hiring process is underway.
 - The Court Amnesty program has officially ended. Out of the 1.3 million dollars in uncollected fines, \$11,609 was collected during the Amnesty campaign. The Police Department will actively pursue warrants and arrests.
- H) Mayor Report – Momodou Ceesay, Mayor**
 - Mayor Ceesay urged people to drive cautiously in the poor weather conditions.
 - On Wednesday he will attend the VISION 2025 meeting and submit Glenpool's application to construct a water tower south of 151st Street. Placement of the tower will provide necessary water flow to accommodate anticipated development.

I) Council Comments

- Vice Mayor Korb complimented the Street Department employees for clearing the ice and snow during the recent snow events.

J) Public Comments

- A Glenpool citizen expressed her concern about her water meter readings. Mr. Peterson, City Attorney explained to her that the Open Meeting Act prohibits the Council from addressing her concern because it is not scheduled on the agenda as business.

K) Reading of Proclamation - Momodou Ceesay, Mayor

- Mayor Ceesay read a proclamation declaring March 3, 2015 as IHOP's National Pancake Day and Shriners Hospitals for Children Day.

L) Scheduled Business

1) Discussion and possible action to approve minutes from February 17, 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 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.

Roger Kolman, City Manager informed the Council of a Friday afternoon meeting with the Medical Director for the Glenpool Volunteer First Responder Agency. Other parties were also in attendance including representatives from EMS Plus, Glenpool Fire Department, and the First Responder Agency, also known as Agency. Mr. Kolman reported that as a result of the meeting the Medical Director was willing to temporarily recommit to the Agency, providing a certain date to terminate the Agency is set within the next six months. Lowell Peterson, City Attorney advised Council that upon the decision of the Medical Director, no legal requirement remained to terminate the Agency immediately. Therefore, the Council may amend the Resolution to reflect a new termination date or vote on the Resolution as currently stated. Following further discussion, Agency Director Keith Robinson approached the rostrum and tendered his resignation to the Council. Mr. Peterson reminded the Council that since the Agency was created by the Council, it must be disbanded by the Council. In other words, even though the Agency may not be staffed, the Agency still exists until the Council takes action to terminate.

MOTION: Councilor Fox moved, second by Councilor Ballew to adopt Resolution No. 15-03-01 as presented.

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

AGAINST: None

Motion carried.

- 3) **Discussion and possible action to 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 presented the Ordinance for approval, explaining if approved, it will update the city code to conform to statute and reflect changes adopted in the previous Resolution.

MOTION: Councilor Ballew moved, second by Councilor Agee to adopt Ordinance No. 694 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 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 recommended approval of Emergency Clause.

MOTION: Councilor Agee moved, second by Councilor Ballew to approve Emergency Clause.

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

AGAINST: None

Motion carried by a 5/5ths majority.

- 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 presented the Agreement for approval. Representatives for the Baseball League were unavailable for discussion.

MOTION: Councilor Fox moved, second by Councilor Ballew to table action on Morris Park User Agreement.

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

AGAINST: None

Motion carried.

M) Adjournment.

- Meeting was adjourned at 7:18 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: March 16, 2015
Subject: Morris Park User Agreement with Glenpool Baseball League, 2015 Season

Background:

The attached proposed User Agreement with Glenpool Baseball League provides the same terms and conditions as those discussed by the Council at its meeting on March 2, 2015, *except* for two changes requested by the Council and agreed to by the User:

- The initial term of January 1, 2015, - June 30, 2015, will renew automatically for January 1, 2016, - June 30, 2016, unless either party provides 60 days notice otherwise; and
- User may authorize use of the concession facility for the benefit of third parties, *provided that* User assumes all liability for doing so.

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

Initial Term: ~~Calendar Year 2015~~ January 1, 2015, through June 30, 2015

This agreement ("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~~The User ~~shall~~may allow ~~anyone or more~~ third parties to operate the concession facility during the term of this Agreement in accordance with section 9 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. ~~The Agreement shall automatically renew for an additional, and term 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).~~ unless either party gives notice to the other of its intent not to renew by October 31, 2015, as provided by subsection B of this section 3. 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 automatic~~ option to renew this Agreement for an additional ~~two calendar year Sport playing seasons~~ term of January 1, 2016, through June 30, 2016, in accordance with subsection A of this section B and shall have a perpetual option to renew annually thereafter 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~~ calendar year in which the current Term expired. 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 may allow one or more third parties to operate the concession facility subject to such conditions that User may impose, *provided that:* User must notify the City in writing of any third party to which User intends to temporarily sublet the concession facility; the City reserves the right to veto the proposed use by any third party sub-lessee; User shall, along with its written notice to the City, agree in writing to be responsible for such third party's compliance with this Agreement (to include without limitation all conditions set forth in this section 9); and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's use of the concession facility.

~~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.~~

~~B.C.~~ Use of the concession facility for the sale of concessions is subject to the following conditions, and such conditions apply equally to any third party user:

- 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.

~~C.D.~~ Except as may otherwise be provided by agreement between the User and any third party user, 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, or any third party, claims exemption from local and/or State

sales tax, it will be the duty of User or such third party 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

- A. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.
- B. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE: STORMWATER DETENTION EASEMENT
DEDICATED BY: D&G INVESTMENTS, LLC**

DATE: March 10, 2015

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a certain Stormwater Detention Easement, granted by D&G Investments, LLC and dedicated to the City of Glenpool (the Public). The easement in question is illustrated on the attached site plan document which depicts the outer boundary and associated site improvements of the property being developed as Mastercraft Floor Coverings commercial project. This site is located on Lot 2, Block 1, Rolling Meadows Apartments Addition that fronts onto 146th Street - west of US Highway 75. The attached easement grant instrument and the accompanying project site plan illustrate the configuration and physical location of the proposed easement. As noted, the proposed easement is located in the southerly portion of the property as illustrated on the site plan previously approved for the project. The purpose of this easement is to facilitate the construction of a private storm water detention facility necessary to mitigate excessive stormwater discharges from the project site. While the proposed stormwater detention facility is privately owned, the dedication of this easement will afford the City access to the area should the private improvements associated with and located within the easement not be maintained properly at some point in the future.

Recommendation:

At this time, Staff is asking Council consideration and approval to accept this Stormwater Detention Easement dedication from D&G Investments for the purposes stated above.

Attachments:

- A. Stormwater Detention Easement
- B. Supporting Documents.

STORM WATER DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, D & G Investments, LLC, (hereafter the "Grantor") in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, does hereby assign, grant and convey to the City of Glenpool, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, (hereafter the "Grantee.") an easement over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

See Attached Exhibit "A" (hereafter the "Detention Area")

with right of ingress and egress upon the same, for the limited and only purpose of maintaining a storm water detention area and appurtenances.

Grantor hereby states that it is the owner of the legal and equitable title to the Detention Area.

Grantor agrees not to build or construct any building, wall or other permanent structure on the Detention Area other than those structures agreed to by city permit.

The Detention Area shall be maintained by the Grantor. Should Grantor fail to maintain the Detention Area or should Grantor build a building, wall or other permanent structure on the Detention Area, Grantee shall have the right to enter the Detention Area and maintain the Detention Area, or remove the building, wall, or other permanent structure and the Grantor, its successors and assigns, shall promptly pay the actual cost thereof, so long as the actual cost is reasonable and equal to a cost charged by private contractors skilled in the labor and trade. Grantee shall only have the right to enter the Detention Area after providing written notice to Grantor which provides Grantor the right to correct its failure to maintain the Detention Area or remove the building, wall or other permanent structure within a reasonable time frame.

In the event that Grantors does not construct the improvements that necessitate the need for the Detention Area for any and all reasons, in the sole discretion of the Grantor, this Easement shall be null and void, subject to notice to and approval by Grantee.

In the event that Grantor removes the improvements that necessitated the need for the Detention Area for any and all reasons, in the sole discretion of the Grantor, this Easement shall be null and void subject to notice to and approval by Grantee.

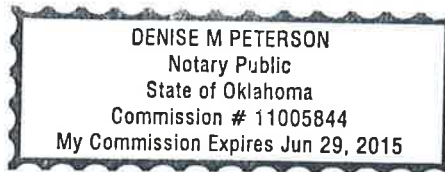
TO HAVE AND TO HOLD such easement unto the City of Glenpool, its successors, or assigns as aforesaid:

Dated this 23 day of October, 2014.

Owner: D & G Investments, LLC

By: Gary Freeby
Gary Freeby, Manager

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)



Before me, the undersign, a Notary Public, in for the said and County and State on this the 23 day of October, 2014, personally appeared Gary Freeby known to be the identical person who subscribed the name of the maker thereof of the foregoing as its Manager and acknowledge to me that he executed the same as his free will and voluntary act and deed for the uses and purposes there in set forth.

Denise M Peterson
Name: Denise M Peterson
Notary Public

My Commission Expires 6/29/15

ACCEPTED BY:

City of Glenpool
A Municipal Corporation

Date this: _____, day of _____, 2014

By: _____
Mayor: Momodou Ceesay

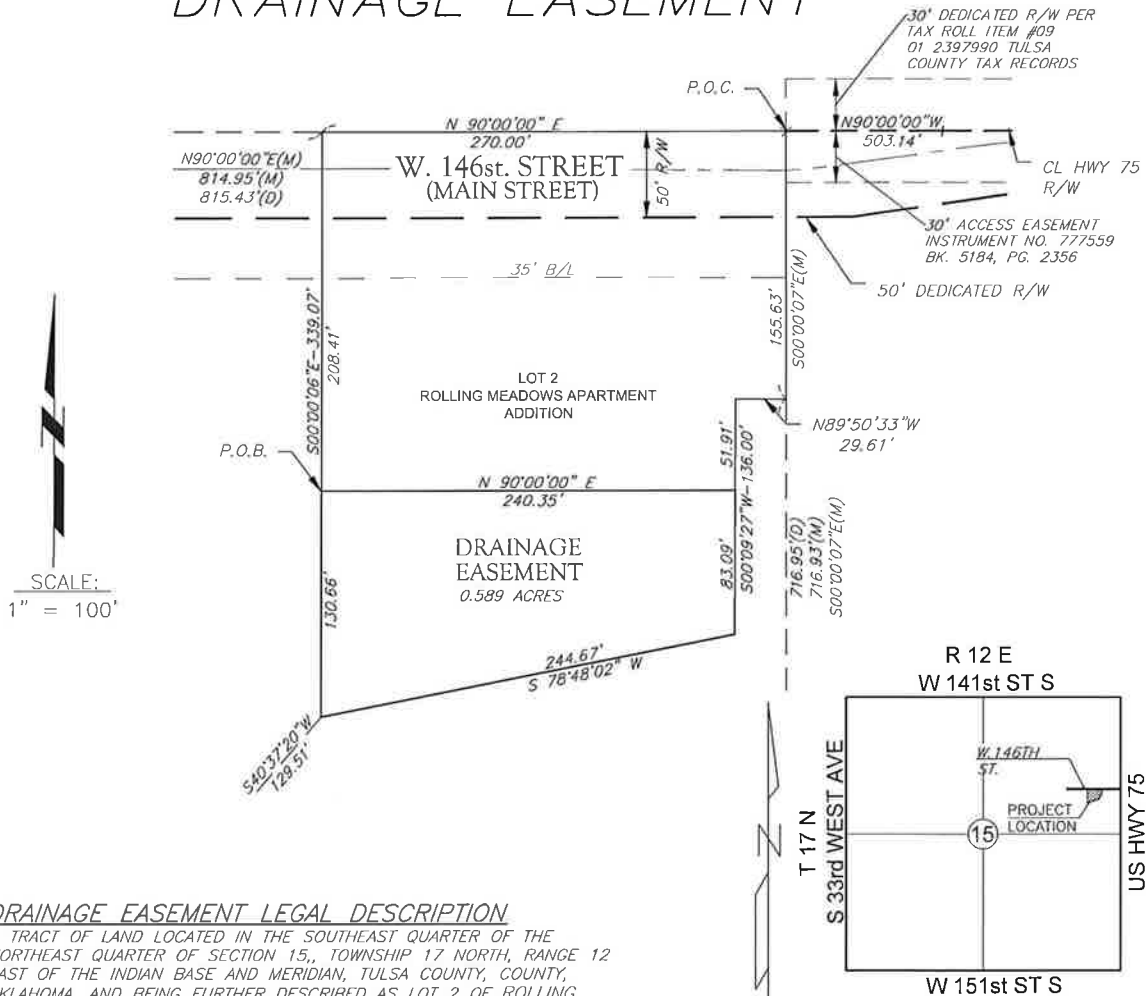
ATTEST:

Susan White
City Clerk

APPROVED AS TO FORM:

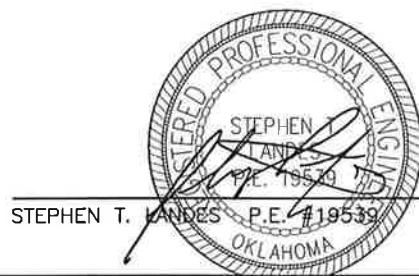
Lowell Peterson
City Attorney

ATTACHMENT A DRAINAGE EASEMENT



DRAINAGE EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15., TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, COUNTY, OKLAHOMA, AND BEING FURTHER DESCRIBED AS LOT 2 OF ROLLING MEADOWS APARTMENT ADDITION TO THE CITY OF GLENPOOL AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF ROLLING MEADOWS APARTMENT ADDITION TO THE CITY OF GLENPOOL, THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 2 FOR A DISTANCE OF 270.00 FEET; THENCE SOUTH 00°00'06" EAST A DISTANCE OF 208.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST A DISTANCE OF 240.35 FEET; THENCE SOUTH 00°09'27" WEST A DISTANCE OF 83.09 FEET; THENCE SOUTH 78°48'02" WEST A DISTANCE OF 244.67 FEET; THENCE NORTH 00°00'06" WEST A DISTANCE OF 130.66 FEET TO THE POINT OF BEGINNING BEING 0.589 ACRES MORE OR LESS.



LandRun Engineering LLC
201 W. 9th ST, P.O. BOX 1584
SHAWNEE, OK. 74802-1584
(405) 273-4222-CA #6182-exp. 6/30/16

Mastercraft Floor Covering, Inc.
GLENPOOL OKLAHOMA

DRAWN BY: STEPHEN T. LANDES

DRAWING NUMBER:

1 OF 1

A black and white vicinity map showing a grid of streets. A vertical road on the left is labeled 'PARK'. A horizontal road at the top is labeled 'SIXTH STREET'. A horizontal road at the bottom is labeled 'FIFTH STREET'. A vertical road on the right is labeled 'SEVENTH STREET'. A diagonal road from the bottom left towards the center is labeled 'THIRD STREET'. A small area in the upper right corner is labeled 'SITE LOCATION' with an arrow pointing to a specific spot. The map shows various building footprints and street layouts.

[illegible]

- SHEET 1
 DEDICATED TO THE SOUTH BRANCH
 OF THE RIVER AT THE INTERSECTION OF
 WINDY HILL AVENUE AND MAIN
 STREET. CIV-650.85



- 1 COVER SHEET, EROSION CONTROL & LANDSCAPING PLAN
2 GRADING AND DIMENSION PLAN
3 STORMWATER PLAN
4 SIDEWALK / ADA DETAILS

- LOT 2, "3 ACRES", MOLLING WILLOWS AMATEUR, A SUBDIVISION IN THE SE/4, NE/4 OF SECTION 12, TOWNSHIP 71 NORTH, RANGE 12 EAST OF THE NODAN MERIDIAN, CITY OF GLENHOLM, HULSA COUNTY, ACCORDING TO THE REFERENCED PLAT THEREOF, BUILDING 1/5" 0" X 60'-0"



Revisions					
No.	Date	By	Description	Drawn By	Checked By
1	7/8/14				
2	1/25/14				

TO: GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: DISCUSSION OF POSSIBLE REVISION OF THE ZONING CODE
(CONFERENCE CENTER ADVERTISING SIGNS)
DATE: MARCH 15th, 2015

Background:

During the past few years LeaAnn Reed, the Glenpool Conference Center Director has had several requests for both on-site and off-site signage from patrons hosting Conference Center events and due to the current limitations of the zoning code they are not allowed additional signage. This topic is being brought to the City Council to foster ideas/thoughts and direction in this matter. We will compile the results into ordinance form and bring them to the City Council for review and possible action at an upcoming meeting. (See attached map)

Current regulation:

Onsite signage allowed: One temp banner (4'x8' 32s.f.) with sign permit and \$50.00 fee.

Offsite signage allowed: None

Support Documents:

THE CITY OF OWASSO:

Our language related to non-profit banners type banners advertising off site. There is a fee associated with the banner of \$15.00 per banner. Technically, no sign is permitted in public right-of-way unless the Council grants a waiver.

- A. If said banner is in connection with a **non-profit, community or neighborhood center, public, church or educational institution**, said banners shall adhere to the following restrictions:
 - 1. Such banners shall be limited to a period not exceeding thirty (30) days.
 - 2. Said banners must be permitted by the City Planner and must contain a site plan indicating the location(s) of said banners.
- B. If said banner is in connection with a **commercial or for profit institution**, said banners shall adhere to the following restrictions:
 - 1. Said banners must be permitted by the City Planner and must contain a site plan indicating the location of said banner.
 - 2. Said banners must accompany a permanent ground, pole or wall sign.
 - 3. The requested time period for the banner must be, in the opinion of the City Planner, relative to the need.
 - 4. Said banners shall be limited to one (1) banner per location.
 - 5. Said banners must be attached to the primary building and not free standing, when applicable

Representatives:

Lea Ann Reed, Conference Center Director



TO: GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: DISCUSSION OF POSSIBLE REVISION OF THE ZONING CODE
GRAND OPENING SIGNAGE
DATE: MARCH 15th, 2015

Background:

During the past few years we have been challenged in allowing additional signs as they relate to advertising for new business and their grand opening activities. Grandview Heights Luxury Apartments is going to be opening their first phase of the development across the street from Glenpool City Hall soon and they have requested signage which is significantly outside of our current regulations. While it is always a challenge to balance what's allowed and the communities need to have a clean and orderly city vs. the property/business owner need to have abundant signage in order to spark interest in the project which is crucial at this time. This topic is being brought to the City Council tonight asking for direction and the ideas that will be brought to the City Council as an action item in an upcoming meeting.

Grand Opening Signage:

Grandview Heights Apartments, across the street from Glenpool City Hall/Conference Center is requesting 22 signs in difference sizes in order to alert the public to their new construction of a 348 unit luxury apartment complex and the associated amenities offered. All the signage requested is onsite in the City of Glenpool right of way. (see attached map and support documents)

Current regulation:

- Onsite signage allowed:
Construction Signage: One (4'x8' 32s.f.) sign per street frontage with sign permit/fee.
One temp banner (4'x8' 32s.f.) w/sign permit/fee.
Marque Sign: w/sign permit/fee.
Wall signage: w/sign permit/fee.
Temp banner per frontage 30 days max (4'x8' 32s.f.) w/sign permit/fee.
Permanent banner: (4'x8' 32s.f.) w/sign permit/fee.
- Offsite signage allowed: None

Grandview Heights Luxury Apartments Representatives:

- Matt Guse, Owner
- Jeff Hilst, Owner
- Kelly Washington, Leasing Agent.



APPLICATION MUST INCLUDE:

- ☐ Proof of ownership or notarized letter of permission from owner to allow new sign.
- ☐ Site plan (drawn to scale)
- ☐ Drawing with dimensions of the sign
- ☐ Drawing showing all signs located within a 1200' radius (Billboard Apps Only)
- ☐ Hard copy and PDF submission

SIGN PERMIT

Date: 2/6/2015

Permit No.: _____

Sign Location: Entry Addition: Montapp Addition Lot: 2 Block: 3

Legal Description: _____ Business Name: Grandview Heights

Applicant Name: Kelley Washington Address: 12302 S. Yukon Ave. Glenpool, OK 74033

Applicant Signature: Kelley Washington Phone: (918) 209-5500

Owner Name: Watermark Commercial Properties Address: 4527 E. 91st St., Tulsa, OK 74137

Owner Signature: _____ Phone: _____

Sign Contractor: 20/20 Sign Design Address: 11842 S. 33rd W. Ave Suite C Phone: (918) 209-5160

Electrical Contractor: N/A Address: _____ Phone: _____

Insurance Company: _____ Policy Number: _____

SIGN INFORMATION

- ☐ New Sign
- ☐ Existing Sign
- ☒ Promotional Sign

SIGN TYPE:

- ☐ Awning Sign
- ☐ Inflatable Sign
- ☐ Ground/Monument Sign
- ☐ Pole Sign
- ☐ Outdoor Advertising
- ☒ Other Temp. Sign (e.g. Banner Sign)
- ☐ Wall Sign
- ☐ Other _____

WORK TYPE: ☐ Install Sign ☐ Elec. Repair of Sign ☐ Re-hang Sign ☐ Alter Face of Sign

Material Reinforced Vinyl Width: 4' Length: _____ Height: 10' Sq. Ft.: 40 x2 = 80 Total Est. Cost: \$ _____

Setback from centerline of street boundary line: _____ Ft. from center of: _____

Height of sign: _____ Ft.

Wall Height: _____ Ft.

Wall Length: _____ Ft.

Street Frontage: _____ Ft.

Existing Signs:

Location _____ Type _____ Display Area _____
Location _____ Type _____ Display Area _____

Board Action Required? ☐ Yes ☒ No If yes, please give case number: GBOA- _____

SIGN PERMIT FEES

Sign Permit Fee: _____ Inspection: _____

Total Fee: _____

City Planner Approved: _____

Date: _____

Building Official Approved: _____

Date: _____

4' x 10' Banner

NOW LEASING



GRANDVIEW HEIGHTS
Luxury Apartment Living

2020
**SIGN
DESIGN**
& GRAPHICS WITH VISION

11842 S. 33rd W. Ave. Suite C • Sapulpa, OK 74066
Phone: 918-209-5160 • Fax: 918-512-4272

WWW.2020SIGNDESIGN.COM

Proof Disclaimer: An email or fax statement constitutes the total and final approval of a job as is on this proof or with changes. While we make every attempt to eliminate errors in our proof progression, sometimes oversights occur. We have the final responsibility for review and no errors. Oversights that require the job to be redone will be done at your expense.

These drawings are the exclusive property of 2020 Sign Design and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. © 2020 Sign Design

4' x 10' Banner Reinforced Vinyl

STOP, LOOK, LEASE



GRANDVIEW HEIGHTS
Luxury Apartment Living

2020
**SIGN
DESIGN**
& GRAPHICS WITH VISION

11842 S. 33rd W. Ave. Suite C • Sapulpa, OK 74066

Phone: 918-209-5160 • Fax: 918-512-4272

WWW.2020SIGNDESIGN.COM

Proof Disclaimer: An email or fax submitted constitutes the total and final approval of this job as is on this proof or with changes. While we make every attempt to eliminate errors in our proof progression, sometimes oversights occur. We have the final responsibility for review and no errors. Oversights that require the job to be redone will be done at your expense.

These drawings are the exclusive property of 2020 Sign Design and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. © 2020 Sign Design



APPLICATION MUST INCLUDE:

- ☐ Proof of ownership or notarized letter of permission from owner to allow new sign.
- ☐ Site plan (drawn to scale)
- ☐ Drawing with dimensions of the sign
- ☐ Drawing showing all signs located within a 1200' radius (Billboard Apps Only)
- ☐ Hard copy and PDF submission

SIGN PERMIT

Date: 2/6/2015

Permit No.: _____

Sign Location: Entry Addition: Montapp Addition Lot: 2 Block: 3

Legal Description: _____ Business Name: Grandview Heights

Applicant Name: Kelley Washington Address: 12302 S. Yukon Ave Glenpool, OK 74033

Applicant Signature: Kelley Washington Phone: (918) 209-5500

Owner Name: Watermark Commercial Properties Address: 4527 E. 91st St. Tulsa, OK 74137

Owner Signature: _____ Phone: _____

Sign Contractor: 20/20 Sign Design Address: 11842 S. 33rd W. Ave Suite C, Sapulpa OK 74066 Phone: (918) 209-5160

Electrical Contractor: _____ Address: _____ Phone: _____

Insurance Company: _____ Policy Number: _____

SIGN INFORMATION

- ☐ New Sign
- ☐ Existing Sign
- ☐ Promotional Sign

SIGN TYPE:

- ☐ Awning Sign
- ☒ Outdoor Advertising
- ☐ Window Sign
- ☐ Inflatable Sign
- ☐ Other Temp. Sign (e.g. Banner Sign)
- ☐ Ground/Monument Sign
- ☐ Wall Sign
- ☐ Pole Sign
- ☐ Other _____

WORK TYPE: ☐ Install Sign ☐ Elec. Repair of Sign ☐ Re-hang Sign ☐ Alter Face of Sign

Material Nylon Width: 2.5 Length: _____ Height: 11' Sq. Ft.: _____ Total Est. Cost: \$ _____

Setback from centerline of street boundary line: _____ Ft. from center of: _____

Height of sign: _____ Ft.
Wall Height: _____ Ft.
Wall Length: _____ Ft.
Street Frontage: _____ Ft.

Existing Signs:

Location _____ Type _____ Display Area _____
Location _____ Type _____ Display Area _____

Board Action Required? ☐ Yes ☒ No If yes, please give case number: GBOA- _____

SIGN PERMIT FEES

Sign Permit Fee: _____ Inspection: _____ Total Fee: _____

City Planner Approved: _____ Date: _____

Building Official Approved: _____ Date: _____



Feather
Flags

5 on each side
of entry

20 SIGN 50 DESIGN SIGNS & GRAPHICS WITH VISION	11842 S. 33rd W. Ave. Suite C • Sapulpa, OK 74066 Phone: 918-209-5160 • Fax: 918-512-4272 WWW.2020SIGNDESIGN.COM	Proof Disclaimer: As with all the existing and approved construction the proof and final approval is provided once work is in the ground or with changes indicated. While we make every attempt to provide accurate color and print progression, construction materials and the final responsibility to review to ensure there are no errors, omissions that require the job to be reworked will be done at your expense.
--	--	--

These drawings are the exclusive property of 2020 Sign Design and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. © 2020 Sign Design

Nylon 11' x 2.5'

example
of
Coroplast
signs
in between
feather
flags



Coroplast

TWENTY/TWENTY
20 SIGN
50 DESIGN
SIGNS & GRAPHICS WITH VISION

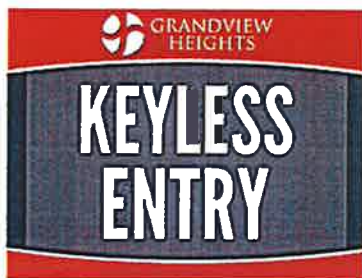
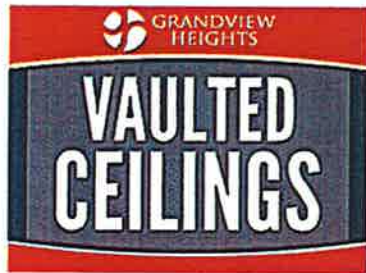
11842 S. 33rd W. Ave. Suite C • Sapulpa, OK 74066
Phone: 918-209-5160 • Fax: 918-512-4272
WWW.2020SIGNDESIGN.COM

Proof Disclaimer: An email or fax stating your approval constitutes the total and final approval to produce your job as is on this proof or with changes indicated. While we make every attempt to eliminate mistakes in our proof progression, sometimes oversights occur. You have the final responsibility for review to ensure there are no errors. Oversights that require the job to be reproduced will be done at your expense.

These drawings are the exclusive property of 2020 Sign Design and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. © 2020 Sign Design

18" x 24"

coroplast
signs

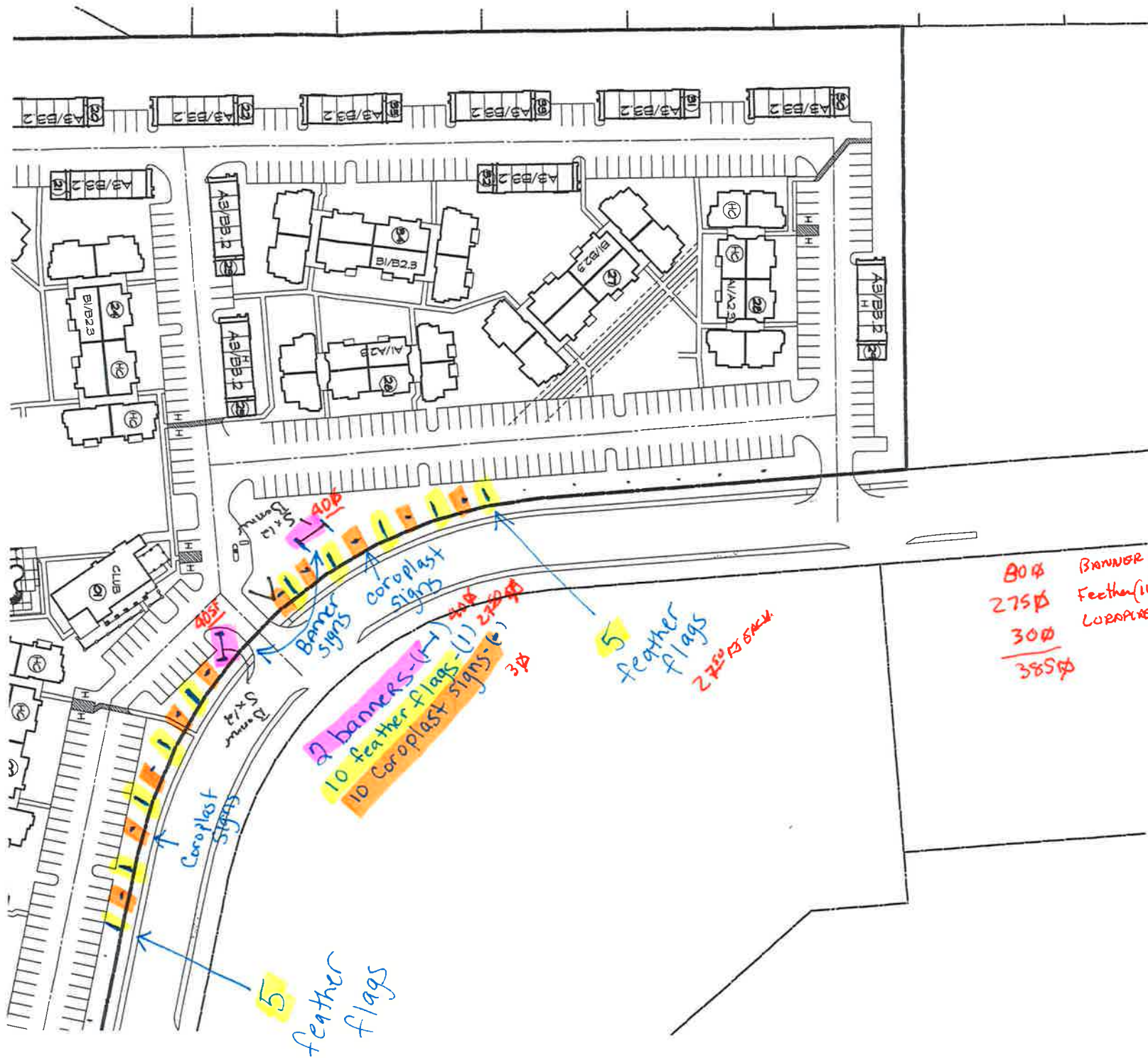


TWENTY/TWENTY
20SIGN
50DESIGN
SIGNS & GRAPHICS WITH VISION

11842 S. 33rd W. Ave. Suite C • Sapulpa, OK 74066
Phone: 918-209-5160 • Fax: 918-512-4272
WWW.2020SIGNDESIGN.COM

Proof Disclaimer: An email or fax stating your approval constitutes the total and final approval to produce your job as is on this proof or with changes indicated. While we make every attempt to eliminate mistakes in our proof progression, sometimes oversights occur. You have the final responsibility for review to ensure there are no errors. Oversights that require the job to be reproduced will be done at your expense.

These drawings are the exclusive property of 2020 Sign Design and are the result of original work by its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans. Distribution or exhibition of these plans to others is expressly forbidden. © 2020 Sign Design



8000 Banner (2) 4000
 2750 Feather (10) 11' x 2 1/2'
 3000 Coroplast 11 1/2' x 2' (10)
 38500

TO: GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: DISCUSSION OF POSSIBLE REVISION OF THE ZONING CODE
(BLACK GOLD PARK ADVERTISING SIGNS)
DATE: MARCH 15th, 2015

Background:

During the past we have been challenged in allowing additional signs as they relate to advertising Black Gold Days and various activities during the year at Black Gold Park. While it is always a challenge to balance what's allowed and the communities need to have a clean and orderly city vs. the need to have abundant signage to let the public know what activity is going on in the park. This topic is being brought to the City Council to foster ideas, thoughts and direction in this matter. We will compile the results into ordinance form and bring them to the City Council for review and possible action at an upcoming meeting. (See attached map)

Current regulation:

Onsite signage allowed: One temp banner (4'x8' 32 s.f.) with sign permit and \$50.00 fee.

Offsite signage allowed: None

They currently have a banner on the wall next to the old city hall at 141st & US 75 and on the Chamber of Commerce billboard.

Black Gold Park Representatives:

- Amy Rodgers, President/CEO Glenpool Chamber of Commerce.
- Kelly Fitzpatrick, Chairman



TO: GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: DISCUSSION OF POSSIBLE REVISION OF THE ZONING CODE
(MORRIS PARK ADVERTISING SIGNS)
DATE: MARCH 15th, 2015

Background:

During the past we have been challenged in allowing additional signs as they relate to advertising the baseball leagues and various activities during the year at Morris Park. While it is always a challenge to balance what's allowed and the communities need to have a clean and orderly city vs. the need to have abundant signage to let the public know what activity is going on in the park. This topic is being brought to the City Council to foster ideas, thoughts and direction in this matter. We will compile the results into ordinance form and bring them to the City Council for review and possible action at an upcoming meeting. (See attached map)

Current regulation:

Onsite signage allowed: One temp banner (4'x8' 32 s.f.) with sign permit and \$50.00 fee.

Offsite signage allowed: None

Under the user agreement the Glenpool Baseball League reads as follows:

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.

Representative:

Lowell Peterson



**CITY MANAGER EMPLOYMENT
AGREEMENT**

Effective April 21, 2014

FY 2014 - 2015

CITY OF GLENPOOL, OKLAHOMA

**CITY MANAGER EMPLOYMENT AGREEMENT
TABLE OF CONTENTS**

Introduction	P.1
Section 1: Term	P.1
Section 2: Duties and Authority	P.2
Section 3: Compensation	P.2
Section 4: Health, Disability and Life Insurance Benefits	P.2
Section 5: Vacation, Sick, and Military Leave	P.3
Section 6: Automobile	P.3
Section 7: Retirement	P.4
Section 8: General Business Expenses	P.4
Section 9: Termination	P.5
Section 10: Severance	P.7
Section 11: Resignation	P.8
Section 12: Performance Evaluation and Incentive	P.8
Section 13: Hours of Work	P.8
Section 14: Outside Activities	P.8
Section 15: Moving and Relocation Expenses	P.9
Section 16: Indemnification	P.9
Section 17: Bonding	P.10
Section 18: Other Terms and Conditions of Employment	P.10
Section 19: Notices	P.10
Section 20: General Provisions	P.10

City of Glenpool Employment Agreement

Introduction

This Agreement, made and entered into this 21st of April, 2014, (the "**Effective Date**") by and between the City of Glenpool, an Oklahoma municipal corporation, ("**Employer**") and ROGER KOLMAN, an individual who has the requisite education, training and experience in local government management to serve the Employer in the capacity of City Manager and who, as a member of ICMA, is subject to the ICMA Code of Ethics, attached hereto and incorporated herein ("**Employee**"), both of whom (the "**Parties**") agree as follows:

Section 1: Term

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Code of the City of Glenpool, Oklahoma Statutes and as set forth in Sections 9 and 10 of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign, at any time, from his position with the Employer, subject only to the provisions set forth in Section 11 of this Agreement.
- C. The initial term of this Agreement shall be the Effective Date through June 30, 2015, for a full one-year term subject to the provisions of Sections 9, 10 and 11 of this Agreement pertaining to termination or resignation. The initial term provided by subsection C of this Section 1, together with the one-year term provided by this subsection D, shall be deemed the "Term" of this Agreement.
- D. No later than March 30, 2015, and each successive March 30 thereafter, Employer shall notify Employee, in accordance with the notice provision of this Agreement, that this Agreement (i) shall be renewed for the immediately forthcoming Fiscal Year, subject to such amended terms as may be agreed between the Parties, or (ii) shall terminate as of June 30 in the then-current Fiscal Year without renewal. In the event this Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of such then-current Fiscal Year unless Employee voluntarily resigns or is terminated for cause, as defined herein. Failure or refusal of Employer to renew this Agreement for any Fiscal Year subsequent to June 30, 2015, shall not constitute termination for purposes of the Severance provision in Section 10 of this Agreement or for any other purpose.
- E. The Employer agrees there shall, at all times this Agreement is in effect, be sufficient funds budgeted and appropriated to pay all compensation and benefits Employee may be entitled to receive should this Agreement be fully performed, either by continued employment or termination. By approval of this Agreement, City staff is authorized to make any and all necessary budgetary allocations or amendments to fulfill the terms of this Agreement without further approval by the City Council except as required for approval of the Employer's annual budget.

Section 2: Duties and Authority

- A. Employer agrees to employ Employee to perform, and Employee agrees to perform, as City Manager the corresponding functions and duties assigned to the position of City Manager in a statutory Council-Manager form of city government, and Employee shall possess and exercise corresponding authority, rights and powers, all as specified in Title 11 §§ 10-101 through 10-121 of the State of Oklahoma Statutes, and to perform such other legally permissible and proper duties and functions as may be set forth in the City Code of the City of Glenpool or by directive of the City Council.
- B. In his capacity as City Manager, and without any consideration other than as stated in this Agreement, Employee shall also serve as manager of the various public trusts created by the City of Glenpool pursuant to Title 60 of the Oklahoma Statutes, to further the public interest of the community, and shall perform all duties and functions and have such authority, rights and powers as conform to such service.

Section 3: Compensation

- A. This Agreement shall be automatically amended to reflect any salary and/or benefit adjustments that are provided or required by the Employer's compensation policies with respect to any other appointed official or employee.
- B. The Employer agrees, for the Term of this Agreement, to pay Employee an annual base salary of ONE HUNDRED and THREE THOUSAND and NO/100 DOLLARS (\$103,000.00) payable in such installments and at the same date and time as all other management employees of the Employer.
- C. The Employer further agrees that Employee's performance and base salary shall be reviewed on an annual basis as further provided by Section 12 and, if this Agreement is renewed as provided by Section 1, there shall be an appropriate salary adjustment, as approved and appropriated by the City Council, based upon the Employee's performance evaluation conducted under the provisions of Section 12 of this Agreement. Except as otherwise provided for the performance incentive described in Section 12, any increase in salary shall be payable only as base salary and not as a bonus.
- D. This Section 3 of this Agreement shall be automatically amended, without further action of the Parties, to reflect any salary adjustments that are provided or required by the Employer's compensation policies or by the same amount of any across the board increase granted to non-union employees of the Employer.
- E. Employee shall provide to the City Council, no later than March 1 of each year, a copy of the W-2 provided to him by the Employer, a summary of his compensation and benefits, and a summary of all reimbursed expenses paid by the Employer.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay all premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other management employees

of the City of Glenpool, such insurance to commence in full force as of the Effective Date.

- B. The Employer further agrees to provide and to pay all premiums for a life insurance policy for the Employee's named beneficiary, in an amount equal to that which is provided to twice the Employee's annual base salary.
- C. The Employer further agrees to provide and to pay all premiums for short term and long term disability coverage for the Employee in an amount equal to that which is provided to all other management employees of the City of Glenpool.
- D. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- E. Notwithstanding any other provision of this Agreement, the Employee shall at all times be entitled to at least the highest level of benefits that are enjoyed by other appointed officials, management employees or department heads of the Employer as provided in the City Code, Personnel Policies or by practice.

Section 5: Vacation and Extended Sick Leave ("PTO" and "EIAB")

- A. Upon the Effective Date, the Employee will commence accruing paid time off ("PTO") as provided for all exempt full-time employees. PTO will accrue during the period from the Effective Date through June 30, 2014, at the rate of 13.33 ~~days~~ ^{HOURS} per month. As of July 1, 2014, the Employee shall be credited with twenty days of PTO for his use during Fiscal Year 2014 – 2015. The Employee shall thereafter accrue PTO on an annual basis at the highest rate provided to any other exempt full-time employee. RK _____ MC h c
- B. Upon commencing employment, the Employee shall have access to an extended illness accrual bank ("EIAB") of 60 days to be used in the case of serious medical conditions. EIAB may only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage, or family and medical leave as applicable, takes effect. LP JP
- C. The Employee is entitled to accrue all unused PTO, up to a maximum of 240 hours, throughout the tenure of his employment and, in the event the Employee's employment is terminated, the Employee shall be compensated for all accrued PTO. The Employer shall purchase the balance of such accrued but unused PTO to date upon the termination of his employment, whether by expiration of the Term of this Agreement or by termination, whether voluntary or involuntary and with or without cause. This provision shall not apply to accrued EIAB.

Section 6: Automobile

- A. The Employee's duties require exclusive and unrestricted use and operation of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by the City Council, which approval shall not be unreasonably withheld.
- B. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

- C. For compensation valuation and taxation purposes, the vehicle benefit is deemed to have a value of \$650.00 per month, such amount to be reflected in gross income.
- D. It shall be in the discretion of the City Council whether the vehicle is purchased by the Employer, provided under lease to the Employer or to the Employee, or the vehicle benefit is provided through a monthly allowance.
- E. No vehicle benefit shall be provided during a period of severance.

Section 7: Retirement

The Employer agrees to enroll Employee in the Oklahoma Municipal Retirement Fund ("OMRF") and to contribute thirteen percent (13%) of Employee's base salary into such OMRF account on behalf of the Employee and solely for his benefit, all contributions to vest immediately upon receipt.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for the necessary registration, travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue adequately the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the City Managers Association of Oklahoma, and such other national, regional, state, and local governmental groups and committees in which Employee serves as an active member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary, in Employee's judgment, for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues of such entities in order to enable the Employee to become an active member in local civic clubs or organizations.
- F. The Employer shall provide Employee, at the cost of the Employer, with all technology, such as, without limitation, computer, software, fax, modem and cell phone, required for the Employee to perform the duties of his job and to maintain

communication. Employee agrees to make the telephone number of any Employer-provided cell phone available to all members of the City Council and to all City of Glenpool department heads.

- G. Employee agrees, as part of his standard monthly financial report to the City Council, to include the current monthly amount and the amount accrued during the current Fiscal Year for the provision of benefits under this Section 8. The City Council reserves the right to request that the Employee provide explanation or justification of any business expense that is not clearly covered by this Section 8, and to adjust benefits provided under this Section 8, provided that any such adjustment shall be voted on unanimously by the City Council following such explanation or justification.

Section 9: Termination

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Code of the City of Glenpool, Oklahoma Statutes and as set forth in Sections 9 and 10 of this Agreement.
- B. Termination for Just Cause. Termination for just cause shall include either of the following two circumstances only: (a) conviction of a felony crime or conviction of an act of public corruption; and (b) insubordination, as evidenced by a third written reprimand from the City Council for identical conduct as to which the Employee has disregarded or otherwise failed to respond appropriately to two prior written reprimands. Subsection (b), insubordination, applies only to one or more written reprimands from the City Council acting as the governing body, not individually, and only for failure to obey or comply with a lawful directive given by the City Council acting as the governing body. In the event the Employer terminates the Employee *for just cause, as defined in this subsection 9.B*, the procedural requirements of subsection 9.C. shall not apply and Employee shall forfeit any and all right to such severance payments as might otherwise be available under the provisions of Section 10. No severance shall be paid in the event of termination for just cause.
- C. Involuntary Termination Other Than for Just Cause. Notwithstanding the foregoing reservation of right in subsection A, and in recognition of the need for the Employer to maintain stability in the operations of government, and in recognition of the professional responsibilities placed upon the Employee, and in consideration of creating the best possible working environment for the organization, the Parties agree that the following procedures shall be established and observed concerning situations that may or may not arise in which a written reprimand, as provided by subsection 9.B., or involuntary termination of employment *other than for just cause* may be considered:
 - 1. Any two Councilors acting together, or the Mayor acting individually, may include an agenda item for discussion and action by the City Council to enter into executive session for the purpose of discussing any grievance, complaint or dispute pertaining to the performance of the Employee. The Employee may be included in such discussion at the discretion of the City Council.
 - 2. During the course of such executive session, by discussion and consensus without taking a vote, the City Council, acting by the Mayor or, in the Mayor's absence, the Vice Mayor, may authorize and direct the City Attorney to prepare a

letter setting forth such grievance(s), complaint(s) or dispute(s) as may have been raised during the course of the executive session. Such letter shall be approved by the Mayor or Vice Mayor and either shall present such letter to Employee within five days following the meeting in which the executive session occurred.

3. The letter shall direct the Employee to prepare a written response to the City Council addressing all such grievance(s), complaint(s) or dispute(s) and deliver such response to the City Attorney by no later than ten business days following the date upon which the letter is delivered to the Employee.
 4. Upon receipt of the foregoing written response, the City Attorney shall include, on the agenda for the immediately following regular meeting, an agenda item for discussion and action by the City Council to enter into executive session for the purpose of discussing such written response. The Employee may be included in such discussion at the discretion of the City Council.
 5. If the written response does not resolve such grievance(s), complaint(s) or dispute(s) to the satisfaction of the Councilors and/or Mayor who initially presented the agenda item provided by Section 9.C.1., or any other Councilor(s), such Councilor(s) and/or the Mayor may move, in reconvened open session, either to (a) give the Employee a written reprimand to be recorded in the minutes, as discussed in Section 9.B.; or (b) terminate the Employment of the Employee; or (c) impose such other disciplinary action as the City Council deems appropriate. The City Council agrees in good faith to give consideration to the least severe course of action it deems appropriate to the unresolved grievance(s), complaint(s) or dispute(s).
 6. These procedures shall not apply to any allegation of criminal conduct.
 7. If the Employer elects to terminate the employment of the Employee *other than for just cause*, the Employee shall be entitled to receive the severance payments as provided in Section 10 of this Agreement.
- D. Constructive Termination. In addition to conditions leading to involuntary termination with or without just cause, termination shall be deemed to have occurred in any of the following events:
1. If the Employer, for any reason, reduces the base salary, compensation or any other financial benefit of the Employee, or otherwise fails to comply with compensation requirements set forth in this Agreement, by a percentage that is greater than the average reduction of all department heads, such action shall constitute a breach of this Agreement and the Employee may, at the Employee's election and in his sole discretion, declare a termination by the Employer as of the date of such event.
 2. If the Employer, citizens or legislature acts to amend any provisions of the City Code of the City of Glenpool pertaining to the role, powers, duties, authority and responsibilities of the Employee's position in such a way that substantially changes the terms of Employee's employment, the Employee shall have the right to declare that such amendments constitute termination.

3. In the event the Employee declares a termination pursuant to Section 9D.1. or 9B.2. of this Agreement, Employer agrees to pay severance in accordance with Section 10 of this Agreement.
- E. Failure or Refusal of Employer to Renew this Agreement. Failure or refusal of Employer to renew this Agreement for any Fiscal Year subsequent to June 30, 2015, shall *not* constitute termination for purposes of the severance provision in Section 10 of this Agreement or for any other purpose.

Section 10: Severance

- A. Severance shall be paid to the Employee when employment is terminated as provided in either of Sections 9C or 9D of this Agreement.
- B. In such event, the Employer shall provide to the Employee a minimum severance payment equivalent to a maximum of three months' salary at the current rate of pay.
- C. Severance shall be paid out over time in accordance with the Employer's standard payment schedule unless otherwise agreed to in writing by the Employer and the Employee. Such periodic payments shall continue for the entirety of the three month severance period or until Employee is employed elsewhere, whichever occurs first.
- D. For such period of three months following termination, the Employer shall pay the cost to continue the following benefits for the Employee:
 1. Health insurance for the Employee and all dependents as provided in Section 4A of this Agreement.
 2. Life insurance as provided in Section 4B of this Agreement.
 3. Retirement Benefits as set out in Section 7 of this Agreement.
 4. No other benefits to which the Employee would be entitled prior to termination shall be included in severance.
- E. The Employer shall purchase the balance of accrued but unused PTO to date, as provided under Section 5, upon the termination of his employment, whether by expiration of the Term of this Agreement or by termination, whether voluntary or involuntary and with or without cause.
- F. If the Employee is terminated as provided by either of Section 9B or 9E of this Agreement, the Employer shall not be obligated to pay severance but the obligation to purchase unused PTO shall remain effective.
- G. The Parties agree that following termination of Employee's employment under conditions resulting in the payment of severance, certain responsibilities to the Employer may continue to exist, such as, assistance with transition to a new administration, completion of work in progress and pending litigation. The Parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by Employer, not to exceed twenty hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses.

- H. The Parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at the amount of his last base salary (calculated hourly), with reimbursement of actual, necessary expenses.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 90 days notice unless the parties agree otherwise. The employee agrees to follow the length of service guidelines as stated in the ICMA Code of Ethics. Voluntary resignation shall not be deemed a termination for purposes of severance under Section 10.

Section 12: Performance Evaluation and Incentive

- A. Employer shall annually review the performance of the Employee in February of each year subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. At a minimum, the process shall include the opportunity for the Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in executive session, and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to the Employee within twenty days following the evaluation meeting. The evaluation shall be the determining factor, in the Employer's decision regarding whether to renew this Agreement as provided by Section 1D.
- B. The Employer agrees to provide the Employee a performance bonus in the amount of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) at the end of the initial Term of this Agreement, provided that a minimum of 30,000 square feet of retail development occurred on property or under circumstances in which the City or a public trust had an active economic development role, to be further supplemented by an additional ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) for each additional 10,000 square feet of retail development under the stated conditions.

Section 13. Hours of Work

The Employer recognizes that the Employee must devote a great deal of time outside normal office hours to the business of the Employer. For that reason, the Employee is authorized to establish an appropriate work schedule and to take compensatory time off as he deems appropriate during normal business hours. In consideration for Employer agreeing to provide Employee with compensatory time off, Employee acknowledges and agrees that Employer will not be required to compensate Employee for any overtime liabilities that may or may not otherwise be accrued by Employee while performing his duties. Except as otherwise provided in this Section 13, the use of compensatory time off shall not be charged against the Employee's accrued PTO, provided that accrued compensatory time off *shall not* be used as a substitute for usage of accrued PTO, it being the intent of this Section 13 that the Employee shall have flexibility in work schedule, but shall not have the ability to avoid the usage of PTO for extended leave. It is specifically agreed that compensatory time may never be used for more than one consecutive work day. Consecutive days off or more than one day off per pay period

shall be charged against the Employee's accrued PTO. Unlike PTO, compensatory time cannot be sold back to the City under any circumstance.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the City of Glenpool within three months of employment, and thereafter to maintain such residence throughout all periods of employment.

- A. Employer shall pay directly for the verified expenses of moving Employee and his family and personal property from Anadarko, Oklahoma to Glenpool, Oklahoma. Said moving expenses may include without limitation packing, moving, storage costs, unpacking, and reasonable insurance charges.
- B. In the event of such extenuating circumstances as the need for Employee to maintain a household in both Anadarko and Glenpool during the stated three month transitional period following employment, Employer shall pay Employee an interim housing supplement equivalent to the verified amount that the cost of such housing arrangements exceeds the actual housing cost in Anadarko per month for a period commencing the Effective Date and shall continue for a maximum of three months, or until the Employee's home in Anadarko is purchased or leased, whichever event occurs first.
- D. The Employer shall pay any of Employee's tax liability on all Employer provided benefits for relocation and housing.

Section 16: Indemnification

In addition to any statutory indemnity required under federal, state or local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of ministerial duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Parties hereto specifically agree that any legal representation provided to, or for the benefit of, the Employee by the Oklahoma Mutual Assurance Group, or the successor liability insurance carrier of the Employer, shall be deemed by the Parties to be satisfactory and shall fulfill any and all obligation of the Employer hereunder. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party, or until contractually terminated by the Oklahoma Municipal Assurance Group or its successor. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest,

settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer the Oklahoma Municipal Assurance in order for indemnification, as provided in this Section, to be available.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon separate written agreement with Employee expressly modifying this Agreement, may adopt any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not less beneficial to the Employee, in Employee's good faith judgment, than provisions of this Agreement.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing written correspondence into the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor, City of Glenpool, P.O. Box 70, Glenpool, OK 74033

EMPLOYEE: Roger Kolman, 911 SW 8th Street, Anadarko, OK 73005

Alternatively, any notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service, as verified by postmark.

Section 20: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Choice of Laws. This Agreement and any disputes related hereto shall be governed solely by the laws of the State of Oklahoma, without respect to its conflicts of law provisions, and venue for any unresolved dispute shall be the Tulsa County District Court.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the invalidation or judicial modification of the invalid provision.

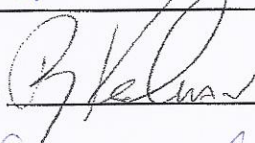
WHEREFORE, intending to be bound by same as a lawful contract, the undersigned represent that they are duly authorized to affix their signatures and seal, as applicable, to the foregoing instrument and do so as of the Effective Date.

City of Glenpool, Oklahoma

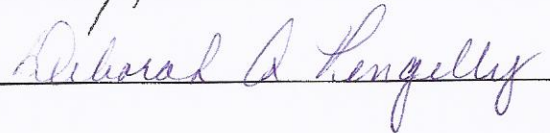
Signed by Mayor for Employer



Signed by Roger Kolman as Employee



Attested and Sealed by City Clerk



Approved as to form and legality on the 14th day of March, 2014, by City Attorney



ATTACHMENT:

ICMA Code of Ethics

