

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, March 5, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rdFloor, Glenpool, Oklahoma.

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

AGENDA

Page

- A) **Call to Order - Timothy Lee Fox, Mayor**
- B) **Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) **Invocation – Rev. Jason Yarbrough, First Baptist Church**
- D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) **City Manager Report – David Tillotson, City Manager**
- F) **Mayor Report – Timothy Lee Fox, Mayor**
- G) **Council Comments**
- H) **Public Comments**
- I) **Scheduled Business**
- 1) Public hearing to be held for the purpose of receiving public recommendations on suggested projects for the 2018 Community Development Block Grant (CDBG) application. (Rick Malone, City Planner) 2 - 4
[STAFF MEMO - 2018 CDBG](#)
[FY18 CDBG Notice of Public Hearing](#)
- 2) Discussion and possible action to approve minutes from February 20, 2018 meeting. (Susan White, City Clerk) 5 - 36
[Regular Meeting - 20 Feb 2018 - Minutes - Pdf](#)
- 3) Discussion and possible action to authorize Council and/or staff representation to attend ICSC, Las Vegas, Nevada and pay all related expenses. (David Tillotson, City Manager)
- J) **Adjournment**
- This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.
- Signed: _____
City Clerk

To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: March 5, 2018
Subject: **CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2018 NEEDS PUBLIC HEARING**

Background:

The purpose of this portion of the City Council agenda is to hold a Public Hearing to solicit recommendations on non-housing community development needs for the City of Glenpool, as a member of the Tulsa County CDBG Urban County. This notice was posted at Glenpool City Hall on Tuesday, February 27, 2018. The City of Glenpool is planning to submit a FY 2018 application to Tulsa County in the *CDBG Revolving Entities* category. If awarded funds, the City is anticipating on receiving approximately \$103,000 in Tulsa County FY 2018 CDBG funds from the U.S. Department of Housing and Urban Development. Citizens are requested to participate in the hearing and express their views on community development needs and on the allocation of these funds within the City of Glenpool.

Recommendations received will be considered by the Glenpool City Council, the CDBG Urban County Policy Committee, and the INCOG staff in developing the 2018 Glenpool Urban County CDBG application. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018.

Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and moderate-income; and The CDBG Program funds a broad array of projects and activities including but not limited to the following:

- Water and wastewater system improvements,
- Solid waste,
- Fire protection,
- Streets,
- Parks,
- Housing activities including construction, emergency repair, rehabilitation,
- Acquisition of real property for eligible public purposes,
- Clearance, demolition and removal of buildings and improvements,
- Senior citizen centers,
- Gas and electrical system improvements,
- Removal of architectural barriers associated with handicapped areas,
- Storm water drainage improvements,
- Economic Development.



Currently, we are considering further improvements at the Senior Citizen Center or park improvements at Black Gold Park.

Staff Recommendation:

Staff recommends that the City Council solicit recommendations for projects from the public until the next regularly scheduled City Council Meeting on March 19, 2018. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018

**NOTICE OF CITY OF GLENPOOL
CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2018 NEEDS PUBLIC HEARING**

A Public Hearing will be held at 6:00 P.M. on Monday, March 5, 2018 at Glenpool City Hall in conjunction with the regularly scheduled City Council meeting to receive recommendations on non-housing community development needs for the City of Glenpool, as a member of the Tulsa County CDBG Urban County. The City of Glenpool is planning to submit a FY 2018 application to Tulsa County in the *CDBG Revolving Entities* category. If awarded funds, the City is anticipating on receiving approximately \$103,000 in Tulsa County FY 2018 CDBG funds from the U.S. Department of Housing and Urban Development. Citizens are requested to participate in the hearing and express their views on community development needs and on the allocation of these funds within the City of Glenpool.

Recommendations received will be considered by the Glenpool City Council, the CDBG Urban County Policy Committee, and the INCOG staff in developing the 2018 Glenpool Urban County CDBG application. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County by April 3, 2018.

Anyone requiring special accommodations pursuant to *The Americans with Disabilities Act* should notify Susan White, City Clerk at (918) 322-5409.

Posted this 27th day of February 2018 at Glenpool City Hall.

By: Susan White Susan White,
City Clerk

MINUTES
Regular Meeting Meeting
Tuesday, February 20, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund
Momodou Ceesay
Tim Fox

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lowell Peterson
Susan White
John Gonsalves
Lynn Burrow
Rick Malone
Dennis Waller

STAFF ABSENT: Paul Newton

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- A) **Call to Order - Timothy Lee Fox, Mayor**
- B) **Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) **Invocation – Matt Bills, Collective Church**
- D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) **Community Development Report – Lynn Burrow, Community Development Director**
 - 1)
 - Mr. Burrow highlighted various public and private developments throughout the city. He also reported on current activities and projects in Planning, Inspection, and Code Enforcement Departments.
- F) **City Manager Report – David Tillotson, City Manager**
 - 1)
 - Mr. Tillotson directed the Council to an email in their packet from Mandy Vavrinak describing a recent Tulsa's Future meeting she

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attended on behalf of Glenpool.

- Mr. Tillotson met with the Chamber regarding the One Voice agenda.
- Mr. Tillotson will be out of the office February 26-28. Susan White will be acting city manager during his absence.
- Greg Landrith has been hired in Code Enforcement as Stephanie Rammohan's successor. Stephanie has agreed to stay on for a while to train Mr. Landrith.
- The vacant position in Public Safety Communications Dispatch has been filled.
- Receiving applications for open Police officer position.

G) Mayor Report – Timothy Lee Fox, Mayor

- 1) • None.

H) Council Comments

- 1) • Councilor Lund congratulated Councilor Kearns for his son's qualification in the state wrestling tournament, further adding that nine Glenpool wrestlers have qualified for State.
- Councilor Lund announced the upcoming Trivia Night fundraiser at Living Waters United Methodist Church.

I) Public Comments

- 1) • None.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from February 5, 2018 meeting.
(Susan White, City Clerk)

Moved by Momodou Ceesay, seconded by Trish Agee

to approve minutes as presented.

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

CARRIED.

- 2) Discussion and possible action to approve Resolution No. 2018001, A Resolution of the City of Glenpool, Oklahoma declaring the City's intent to name the soccer facility "GLENPOOL SOCCER COMPLEX" and forever memorialize the playing fields as "URBAN GREEN MEMORIAL FIELDS."
(David Tillotson, City Manager) 7

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

to approve Resolution No. 20180001 as presented.

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

CARRIED.

Resolution - Soccer Field Naming

- 3) Discussion and possible action to approve, and authorize the Mayor to execute, the proposed City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, providing for the terms and conditions for usage and operation of the Glenpool-South County Soccer Complex and in accordance with the requirements of the Lease Agreement by and between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma, and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma, dated November 21, 2016, by which the City of Glenpool has leased the premises used for the Glenpool- South County Soccer Complex from Tulsa County.
(Lynn Burrow, Com. Dev. Dir. and Lowell Peterson, City Attorney) 8 - 32

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

to approve, and authorize the Mayor to execute the City of Glenpool/South County Soccer Club User Agreement.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns		x		
Jacqueline Triplett-	x			

Lund				
Momodou Ceesay	x			
Tim Fox	x			
	4	1	0	0

CARRIED.

[Soccer Club User Agreement - COG - Glenpool Soccer](#)

- 4) Review of draft version of Final Compensation Study Report.
(David Tillotson, City Manager)

Rick and Karin Campbell from Paypoint HR joined the meeting via internet and provided a brief Power Point presentation regarding the recently completed compensation study.

- 5) Discussion and possible action to enter into executive session for the purposes of:
- (A) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
 - (B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
 - (C) Discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222, pursuant to 25 O.S. § 307(B)(4) (Open Meeting Act).
- (Lowell Peterson, City Attorney)

Lowell Peterson, City Attorney recommended City Council convene in Executive Session to discuss confidentially items A and B concerning private contract negotiations with Fire and Police; and item C regarding the latest development in the lawsuit.

Moved by Momodou Ceesay, seconded by Trish Agee

to convene in Executive Session at 7:20 p.m. for the purpose stated.

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

CARRIED.

- 6) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

Moved by Trish Agee, seconded by Jacqueline Triplett-Lund

to reconvene in Regular Session at 8:21 p.m.

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

CARRIED.

- 7) Discussion and possible action with respect to matters discussed in Executive Session.
(Timothy Fox, Mayor)

Moved by Brandon Kearns, seconded by Trish Agee

not to take action on matters discussed in Executive Session.

	For	Against	Abstained	Absent
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Momodou Ceesay	x			

Tim Fox	x			
	5	0	0	0

CARRIED.

K) Adjournment

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**Glenpool City Council
Resolution No. 2018001**

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA DECLARING THE CITY'S INTENT TO NAME THE SOCCER FACILITY "GLENPOOL SOCCER COMPLEX" AND FOREVER MEMORIALIZE THE PLAYING FIELDS AS "URBAN GREEN MEMORIAL FIELDS."

WHEREAS, the Reverend Urban Green was recognized as the "Glenpool Citizen of the Year" in 2000 in part for his efforts to bring youth soccer to Glenpool through the formation of the Beeline Soccer Association in 1997; and

WHEREAS, Rev. Green inspired future generations of soccer players, coaches, and volunteers, continuing a legacy of youth soccer in Glenpool and South Tulsa County; and

WHEREAS, the recently completed soccer facility adjacent to the South County Community Center exists to provide a local, first-class facility to continue the growth of youth soccer in Glenpool and South Tulsa County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Glenpool, Oklahoma that:

1. The youth soccer facility in Glenpool adjacent to the South County Community Center shall be named the Glenpool Soccer Complex.
2. In recognition of Rev. Urban Green's substantial contributions to the City of Glenpool and to youth soccer, the playing fields in the Glenpool Soccer Complex shall be dedicated as the Urban Green Memorial Fields.

APPROVED AND ADOPTED by the City Council of the City of Glenpool this 20th day of February 2018.

Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

City of Glenpool/South County Soccer Club
User Agreement for Glenpool-South County Soccer Complex

This agreement ("**Agreement**") is between the City of Glenpool, an Oklahoma municipal corporation (the "**City,**" acting herein by its **Community Development Department**) and the **South County Soccer Club** of Glenpool, Oklahoma, an Oklahoma non-profit youth sports organization incorporated under the requirements of 26 U.S.C. § 501(c)(3) or 501(c)(7), (the "**User**") for use of the Glenpool-South County Soccer Complex and for purposes set forth herein. This Agreement shall become effective upon approval and execution by a duly authorized representative of Tulsa County*, the Glenpool City Council and the South County Soccer Club (the "**Effective Date**"), as signified below.

* Tulsa County, as Landlord under that certain Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County,**" or expressly in reference to said Lease Agreement, "**Landlord**"), and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City,**" or expressly in reference to said Lease Agreement, "**Tenant**"), dated November 21, 2016. ("**Lease Agreement**" of property by Landlord to Tenant for use as Glenpool-South County Soccer Complex), has reserved the right to prohibit City, as Tenant thereunder, from permitting use of the Premises, as defined therein and herein, by any party other than the City, its agents and employees without the prior written consent of Landlord, and has been added as a non-party signatory to this Agreement solely to give evidence of such consent.

1. Background and Purpose
 - A. The City leases from Landlord certain property located at 13800 S. Peoria, Glenpool, Oklahoma, situated on and a part of the premises of the South [Tulsa] County Recreational Facility ("**SoCo Rec Facility**"), for the use of two regulation-size soccer fields and related improvements as the Glenpool-South County Soccer Complex, as more fully described herein and in **Exhibit A** attached hereto and made a part hereof (the "**Premises**").
 - B. The City desires to provide, and the User desires to operate, the Premises defined in section 2 of this Agreement to serve children in Glenpool and surrounding communities by providing recreational opportunities through a recreational and competitive soccer program ("**Soccer**").
 - C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Soccer-related practice, league activities, tournament play and such other Soccer- related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.

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- iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.
2. Term of Agreement
- A. The initial Term of this Agreement shall extend from the Effective Date through June 30, 2018 (end of the City's fiscal year). The Agreement may be renewed, in the discretion of the parties, for successive fiscal year terms to commence July 1, 2018, and extend from July 1 through June 30 of each fiscal year following, so long as this Agreement is not terminated by one or both parties *and* each party gives notice to the other, by April 30 of the then current fiscal year, of its desire to renew this Agreement or enter a new agreement. Neither party shall have any obligation to extend or renew this Agreement, or subsequent agreements, beyond the June 30 expiration date.
 - B. The City and User each reserve the right, without terminating this Agreement, to negotiate such amendments to the Agreement as may reasonably be necessitated by changing circumstances, provided that neither party shall waive its right to terminate this Agreement, and that such negotiations shall commence prior to April 30 of the then current fiscal year, and that any such amendments shall not be valid unless memorialized in a writing signed by both parties.
 - C. Notwithstanding any other provisions of this Agreement, in the event of failure or refusal of either party to appropriate adequate and sufficient funds to fulfill its obligations under this Agreement during any fiscal year Term, this Agreement will thereby be rendered null and void without any further action required by either party.
3. Scheduling Requirements
- A. User understands and acknowledges that the Premises are owned and provided by public entities, including Tulsa County and the City, respectively, each of which has an obligation to ensure the most beneficial and efficient use of the Premises.
Therefore, User and City agree to the following:
 - i. User will have authority to determine which Soccer teams and clubs utilize the Premises and User will have the authority over and responsibility for all Soccer players, teams and clubs utilizing the Premises.
 - ii. User will be responsible for assuring that all recreational, competitive and academic (school-related) Soccer programs operate according to guidelines established and recognized by Soccer associations of the same or similar credentials as User.
 - iii. City and Tulsa County acknowledge that User has exclusive usage of the Premises, throughout any term of this Agreement or a subsequent agreement.

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- B. Scheduling of User Soccer events, and all schedule changes, will be coordinated with SoCo Rec Facility in accordance with its policies for submission, review, approval and posting of game/tournament/practice schedules.
- 4. Scope of License Granted
 - A. User acknowledges that access to the Premises is intended solely to promote Soccer-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 City.
 - B. Because of the nature of competitive Soccer play, it is necessary for User to grant concurrent use of the Premises by invited affiliated users (i.e., other teams, leagues or Soccer-related organizations, "**Affiliated Users**"). User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users and accepts all liability for negligent or intentional acts of Affiliated Users.
 - C. The City will issue to User's officer(s) and staff, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The City 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 at the Premises to be changed, User will bear all costs associated with the change.
 - D. The City or Tulsa County shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring compliance of User with the terms and conditions of this Agreement. City and Tulsa County will attempt to coordinate any such action with User to minimize any interference with or disruption of scheduled Soccer events.
 - E. City agrees that User may charge admission fees or similar charges for entrance to all games. Admission and other revenue records shall be provided to City as part of User's reporting requirement provided in section 10 of this Agreement.
- 5. User Fee/Damage Deposit
 - A. The parties acknowledge and agree that no compensation and/or payment is due from either party to the other for the exercise of any rights or duties under this Agreement. Both parties are each responsible for their own obligations.
 - B. Notwithstanding the foregoing, User understands and agrees that some form of compensation, whether in the form of a User Fee or Damage Deposit may be required under future terms under this Agreement, or new agreements, to compensate City for the use of, or prospective damages to, the Premises. City

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stipulates and agrees that, if such compensation is to be required, negotiation of the appropriate amount will begin no later than sixty (60) days prior to June 30th of the then current fiscal year term and will be memorialized in a written amendment to this Agreement.

- C. User will be responsible for all damages incurred by City and/or Tulsa County property situated on or off the Premises (including 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(s) volunteers, coaches, players, board members, or by the public during User or Affiliated User events. City shall notify User of any such damages 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.
- 6. Improvements (Installation and Ownership)
 - A. Premises and all permanent fixtures thereto shall remain, for all purposes and throughout every term of this Agreement, the property of City, subject to its Lease Agreement with Landlord, and may not be modified, altered, or destroyed without the prior written permission of City.
 - B. User shall not build or bring onto the Premises any improvements, structures or fixtures of any kind without prior written permission of the City and/or SoCo Rec Facility as applicable.
 - C. User shall not make any alterations, modifications or permanent changes to City-owned or leased facilities on the Premises without the prior written permission of the City.
 - D. 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 User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for installation of any such temporary fixtures. Upon expiration or termination of this Agreement, User shall have ninety (90) days in which to remove its Personal Property. User agrees that Personal Property not removed in that period shall become property of the City or Tulsa County, as applicable. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City or Tulsa County, as applicable.
 - E. 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.

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- F. 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 City. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration or termination of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.
7. Maintenance Responsibility and Schedules
- A. User.
- i. User will have the responsibility for maintenance of the Soccer facilities at the Soccer Complex, except for specific services delineated to the City in section 7.B.
 - ii. User will be responsible for laying out Soccer game and practice fields, marking Soccer fields, maintaining bleachers, goals, nets, operation of the concession facility for Soccer events, and keeping the grounds, concession facility, and restroom facilities clean.
 - iii. 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 use within the Premises. User shall maintain these facilities in good condition, at its own cost and expense.
 - iv. 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. If any defect may threaten the safety or welfare of participants or the 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.
 - v. 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.
 - vi. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
 - vii. City will be responsible for providing and maintaining adequate trash barrels distributed throughout the Premises and for providing additional such receptacles as needed for special events. User will be responsible to collect trash and garbage from the barrels/receptacles and deposit the into dumpsters to be collected by the City, or its contractor, in accordance with the same schedule that applies to other commercial users in Glenpool.

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- viii. This maintenance plan may be coordinated with Affiliated Users who share access to use of the Premises. The allocation of responsibility and adequacy of timing for compliance with the maintenance plan shall be the sole responsibility of User, regardless of any shared arrangements User and such third parties may negotiate.
- ix. User agrees to ensure that, when Soccer events are over, all buildings, windows, lockable areas and gates are properly secured, and all persons have left the Premises before leaving the Premises, and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights, etc.) are turned off by the City curfew unless User obtains permission from the City to play beyond curfew. Curfew is set by City Ordinance and will be posted on the Premises.
- x. 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.

B. City.

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A.
- ii. City, or SoCo Rec Facility as applicable, shall be responsible for improvements for the benefit of the public, including entrance gates, access road, parking lot, public restroom, concession stand, paved walkways, capital equipment, irrigation system and all grass covered areas, trees and shrubs (other than Soccer playing fields).
- iii. City shall provide water, sewer, trash hauling and electric utilities, and plumbing required for operation of the Soccer playing fields, concession stand and public bathroom. Any other utilities may be implemented by User at its sole expense.
- iv. City shall be responsible for stocking the restroom facilities, including all paper goods and cleaning supplies. User shall be responsible for cleaning the restroom facilities.
- v. Scheduled maintenance to be performed by the City shall include:
 - Mowing on a schedule set by the City during the growing season;
 - Trash removal; City dumpster(s) shall be emptied in accordance with the City's contracted schedule; and
 - Pruning of trees and shrubs shall be done annually.

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- vi. 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 or User's guests or invitees.

8. Utilities

City does now and will continue to pay for electricity, water, sewer and trash hauling utility services without charge to User. Any additional utilities, to include without limitation cable service and telephones, may be implemented at User's sole expense.

9. Concession Facility

- A. The concession facility and all physical fixtures or equipment of the concession facility, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, and shelving, are and shall be property of the City and be stored/retained in the concession facility until the City directs User to remove them or directs their removal, provided that all perishable food items shall be removed from the concession facility upon expiration or at the end of the Soccer season, whichever occurs sooner. User agrees to remove any items of Personal Property upon termination of this Agreement or for other good cause, as determined by the City.
- B. User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of Affiliated Users or other third parties, but neither the City or User, under any circumstance, shall allow any Affiliated User or other third party to operate the concession facility. User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third-party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for all claims, damages and liability of any kind resulting from such third party's access to and use of the concession facility, except for intentional acts.
- C. User, or its contract vendor as applicable, may operate the concession facility only after obtaining all required food handler permits and submitting copies of said permits to City.
- D. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations or ordinances pertaining to said operations.
- E. User will receive all revenues from concession operations, and will be the sole provider, of concessions at Premises throughout the Term of this Agreement, whether during scheduled Soccer activities or during use of the Premises by a third party and shall secure the concession facility to prevent operations by

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unauthorized third parties and acts of vandalism during periods when not in use by User.

- F. User may retain and use revenues collected from the sale of concessions for Soccer- 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. If User claims exemption from local and/or State sales tax under provisions of Title 68 § 1357 of the Oklahoma Statutes, or otherwise, it will be the duty of User to maintain documentation of such exemption.)
 - G. Operation of the concession facility will require the presence on Premises 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.
 - H. User shall maintain product liability coverage for operation of the concession facility in an amount equivalent to at least the limits of the Oklahoma Governmental Tort Claims Act and shall name the City and Tulsa County as additional insured, all as provided in Section 13 of this Agreement.
10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports
- A. User shall maintain accurate accounts with correct entries of all income received and expenditures incurred in the operation of the Premises. The City reserves the right to audit such accounts in the event of a dispute deemed credible by the City Attorney.
 - B. User shall present to the City a start-of-term financial report by July 1 and an interim financial by no later than April 10 of each Term of this Agreement, in a form approved by the City Manager prior to presentation. 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 of the City whether to renew the Agreement and, if so, on what terms and conditions.
11. Signage
- A. City and Tulsa County shall retain exclusive and plenary authority to allow or prohibit signs within the Premises. All sign proposals must be presented to and approved by City
 - B. City shall install and maintain any directional signs, identification signs or signs indicating applicable rules and/or local ordinances.
12. Coach Certification and Personnel

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- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the conditions and qualifying standards of the National Youth Sports Coaches Association [or other applicable credentialing group, subject to approval by City] and agrees that no head coach shall be allowed to participate in User-sponsored Soccer activities without such certification and all Soccer-specific credentials that are typically required in youth sports programs.
 - B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general or completely by volunteers. Paid staff or contract vendors may include, without limitation, umpires and concession operators.
 - C. 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 and Tulsa County's right to indemnification as provided in this Agreement, User agrees to maintain, at its expense, both general liability insurance coverage and product liability coverage in force and effect during the entire Term of this Agreement, each in an amount equal to or greater than the liability limits set forth in the Oklahoma Governmental Tort Claims Act and to produce a copy of such policy annually prior to allowing any use of the Premises. Each time this Agreement is renewed, City and Tulsa County reserve the right to review and adjust the minimum amount of insurance coverage required of User.
 - B. The City and Tulsa County, and their respective officials, representatives, agents and employees shall be named as additional insured on all required insurance policies, and each policy shall require that the City and Tulsa County be given ten (10) days written notice by each insurer before cancellation of any policy or reduction of coverage for any reason, including nonpayment of premium. The insurers shall have no recourse against City or Tulsa County for payment of any insurance premium.
 - C. User shall also require any vendors or contractors with which it conducts business related to the Premises to name the City and Tulsa County as additional insured on all policies covering operation of such business.
 - D. User shall submit such certificates of insurance and endorsements as required by this section to the City Attorney and to the District Attorney for approval prior to allowing any person, including but not limited to Soccer participants, to commence work or engage in any activities under this Agreement.
 - E. Any insurance benefit protecting City or Tulsa County against any loss relating to or arising out of this Agreement shall be made payable to City and/or Tulsa County as directed by either or both.
 - F. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City and/or Tulsa County for all loss or damage to the extent that

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the damage is covered by User's 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.

- G. In addition to such insurance coverage, and not in lieu thereof, User shall indemnify, defend and hold harmless the City, Tulsa County, and their respective 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 proceedings 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, its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
 - H. If any judicial or non-judicial proceeding based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City or Tulsa County, User shall defend the same at its sole cost and expense; provided that, the City and Tulsa County retain 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 Tulsa County or either of its respective officers, agents, and employees, or jointly or severally against the City and/or Tulsa County and/or User or any of their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
 - I. User acknowledges and agrees that it shall be responsible for any damages occurring to City or Tulsa County property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, Soccer 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 public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises, unless such damages or vandalism occurred because of User's failure to secure the Premises.
14. Participant Waiver
- A. User will require a parent or legal guardian of every participant in its Soccer program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City and Tulsa County, and their respective officers, agents, employees, volunteers, successors

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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 from any incident that may occur on or about the Premises.

- B. A release in the form provided by User and approved by the City and Tulsa County at Exhibit F attached hereto and incorporated herein 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 and Tulsa County reserve the right to request that a copy of such release be provided for verification.

15. Accident/Incident Reporting Requirement

- A. User shall submit to the City 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, ambulance and/or any other emergency response service must be included if called upon to respond.
- 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, including accidents, and User bears full liability for any failure to do so.

16. 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 either of User or City following thirty (30) days' written notice of either party's intention to terminate.
- 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 shall serve User written notice and thirty (30) days to correct any default, and further provided that such time limit 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.

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- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and representations 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 representation contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or representations 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 reasonableness of said costs being within the sole judgment of City. If 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.
17. Miscellaneous
- A. Notice Provision.

Each party shall designate one or more representatives who shall be responsible for the administration of this Agreement.

Any notice, demand, communication, consent, submission of information, request for permission to undertake any act or any other transaction or exchange required or permitted by this Agreement or by law (collectively, "Notice") shall be in writing. Service of such Notice shall be complete upon verified delivery to either party's designated representative and shall be deemed effective for all purposes under this Agreement as though delivered directly to such Party.

Verified delivery may be made by depositing such Notice in the U.S. Mail or other generally recognized postal service; certified mail with return receipt requested; or by personal delivery to the other party, through its designated representative.

Receipt of any such Notice may be presumed upon personal delivery or after three days following mail delivery.

The parties' initial designated representatives shall be as follows:

City of Glenpool
Lynn Burrow, Director
Community Development Department
City of Glenpool

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12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
Telephone: (918) 209- 4613

South County Soccer Club
James Willhite, President
South County Soccer Club
P.O. Box 406
Glenpool, OK 74033
(918) 724-2327

B. Choice of law and venue

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

C. Compliance with all federal, state, local laws

User agrees, in all its activities pertaining in any way to performance under this Agreement, to abide by, uphold and adhere to all City and Tulsa County rules, regulations and ordinances, regulations and laws of the State of Oklahoma and any applicable federal laws or regulations.

D. Non-discrimination provision

User agrees not to discriminate in providing its services, and shall provide such services, without regard to race, color, nationality, age, religion, disability, gender or sexual identity. Notwithstanding the foregoing, User shall be required only to make such reasonable accommodations to disabled person(s) seeking such services as are required by law.

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 or unenforceable by a court of competent jurisdiction, only such section or provision shall be stricken from this Agreement. Such invalidity or unenforceability shall not extend to or affect any other sections or provisions hereof, and all remaining sections and provisions of this Agreement shall continue in full force and effect, to the extent allowed by law.

G. Authority to sign

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The parties, and Tulsa County as third-party beneficiary, represent that their respective signatories are fully and duly authorized members, officers or agents of City, Tulsa County and/or User, as applicable.

H. Amendment provisions

No section or provision of this Agreement may be modified, altered, added to or amended, and no such modification, alteration, addition or amendment 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, duties or obligations hereunder, shall be sold, assigned, alienated or encumbered by either party. Any attempt to sell, assign, alienate or encumber this Agreement, or the Premises as defined herein, by either party shall be cause for immediate termination of this Agreement.

J. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same Agreement.

18. Checklist of Documents Required as Condition of Performance (attached as Exhibits)

- A. Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Tulsa County**," or expressly in reference to this Lease Agreement, "**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**City**," or expressly in reference to this Lease Agreement "**Tenant**"), dated as of November 21, 2016. (Lease of Premises by Tulsa County to City of Glenpool, "**Lease Agreement**"), including legal description of Premises.
- B. Copy of all required health department permits and any other licenses or permits required by law.
- C. Schedule of all practices, games and tournaments, to the extent known and as shall be supplemented.
- D. Board member roster and staff contact list.
- E. General liability and product liability insurance declaration pages identifying City and Tulsa County as additional insured.
- F. Form of User Participant Release.
- G. IRS 501(c)(3) Tax-Exemption Certificate

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19. Consent of Tulsa County to Agreement as Condition Precedent

Tulsa County, as Landlord under the Lease of the Premises by the City of Glenpool for use as Glenpool-South County Soccer Complex, has reserved the right to prohibit the City from permitting use of the Premises by any party other than the City, its agents and employees without the prior written consent of Tulsa County.

Tulsa County has been added as a non-party signatory to this Agreement solely to give evidence of such consent. City and User expressly recognize and acknowledge Tulsa County as third-party beneficiary to this Agreement, while assuming no obligations or liability hereunder.

The City and User expressly understand and agree that this Agreement is invalid, void and of no effect unless and until executed below by a duly authorized signatory for Tulsa County.

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IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

CITY OF GLENPOOL, OKLAHOMA

By _____ Date _____
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk Seal

Approved as to Form:

Lowell Peterson, City Attorney

SOUTH COUNTY SOCCER CLUB

Name:
Duly Authorized Representative

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

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/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_____ Notary Public

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TULSA COUNTY

As of the ____ day of _____ 2018, Tulsa County has found that the foregoing Agreement of the City of Glenpool, as Tenant under the Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("**Landlord**") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("**Tenant**"), dated November 21, 2016, (the "**Lease Agreement**") with the User defined therein is in substantial compliance with Article 5, Section 5.1 of the Lease, which requires that:

Tenant shall not:

- (a) assign or in any other manner transfer this Lease or any estate or interest therein;
- (b) permit any assignment of this Lease or any estate or interest therein by operation of law;
- (c) sublet the Premises or any part thereof;
- (d) grant any license, concession, or other right of occupancy of any portion of the Premises without written consent of Landlord; or
- (e) permit the use of the Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

THEREFORE, by the authorized signature below, Tulsa County hereby gives its consent to the foregoing City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, as executed or to be executed by the parties thereto.

Chairperson
Tulsa County Board of County Commissioners
[or other authorized signatory]

Date

Attest:

_____, County Clerk

Seal

Approved as to Form:

_____, Assistant District Attorney

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Exhibit A

Lease Agreement by and Between Tulsa County Board of County Commissioners, Tulsa County, Oklahoma ("Landlord") and City Council, City of Glenpool, Oklahoma, Tulsa County, Oklahoma ("Tenant"), dated as of November 21, 2016. (Lease of Premises by Tulsa County to City of Glenpool), including legal description of Premises.
[Attached]

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Exhibit B

Copy of all required health department permits and any other licenses or permits required by law.
[Attached]

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Exhibit C

Schedule of all practices, games and tournaments, to the extent known and as shall be supplemented.
[Attached]

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Exhibit D

Board member roster and staff contact list.

South County Soccer Club
Contact Information

Title	Name	Email	Phone
President	James(Jamie) Willhite	Southcountysoccerclub@gmail.com	(918)724-2327
Vice-president	Anna Grayson	anna2lamb@yahoo.com	(918)734-2861
Secretary	Pashey Willhite	Southcountysoccerclub@gmail.com	(918)637-8434
Treasurer	Amy Martinez	agdk13@gmail.com	(605)393-5215
Registrar	Alyssa(Paige) Toothman	AlyssaToothman@yahoo.com	(918)807-3738

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Exhibit E

Insurance declaration pages identifying City and Tulsa County as additional insureds, covering general liability and product liability, attached.

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Exhibit F

Form of Participant Release.

MEDICAL TREATMENT AUTHORIZATION AND LIABILITY WAIVER

I swear or affirm that I am the _____ [parent/legal custodian/other] of _____ [name of applicant/participant], a minor, and that there is no limitation on my lawful authority to execute this authorization and waiver on such minor's behalf. I hereby give my consent to have an athletic trainer, coach, team manager, emergency medical technician, nurse, medical treatment facility, and/or doctor of medicine or dentistry and their associated personnel provided the applicant/participant with such medical assistance and/or treatment as they deem necessary in connection with any accident or injury incurred while participating in, or in any way related to (including transportation to or from), any event sponsored by South County Soccer Club and agree to be financially responsible for the cost of such assistance and/or treatment, holding South County Soccer Club, the City of Glenpool and Tulsa County harmless and without liability for any part of such cost. I understand such assistance and/or treatment for accident or injury will be based on information provided herein. I further authorize emergency transportation of the applicant/participant to a medical treatment facility should an individual listed above consider it to be warranted.

I recognize the possibility of physical injury (such as, without limitation, concussion, broken bone, eye injury) associated with soccer, with transportation to and from soccer events and with medical transport, and hereby release, discharge, hold harmless and otherwise indemnify South County Soccer Club, US Club Soccer, their sponsors, the USSF and its affiliated organizations, the City of Glenpool, Tulsa County and the employees and associated personnel of these organizations, against any lawsuit, claim or damages on behalf of the applicant/participant named above as a result of that player's participation in any US Club Soccer or related programs except any lawsuit, claim or damages caused by the negligence or intentional act of any of the above persons or entities.

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Exhibit G

IRS 501(c)(3) Tax Exemption Certificate attached.