



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on March 15, 2021, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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Find your local number: <https://us02web.zoom.us/u/kdrY6w7ABX>

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM MARCH 15, 2021.**

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Toby Youngblood, Faith Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) 2021 Autism Day at the Capitol Proclamation - Timothy Lee Fox, Mayor	
1) 2021 Autism Day at the Capitol Proclamation	4
F) City Manager Report – David Tillotson, City Manager	
1) CM Report.03102021 COVID Charts.03102021	5 - 37
G) Mayor Report – Timothy Lee Fox, Mayor	

H) **Council Comments**

I) **Public Comments**

J) **Scheduled Business**

- 1) Discussion and possible action to approve minutes from March 1, 2021 meeting. 38 - 42
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 01 Mar 2021 - Minutes - Html](#)
- 2) Discussion and possible action to accept the public paving, grading, and storm sewer improvements serving *Scissortail* addition: *Blocks 1-3*, tabled from March 1, 2021. 43 - 50
(Lynn Burrow, Community Development Director)
[Final Scissortail Paving Acceptance](#)
- 3) Discussion and possible action to adopt an annual resolution to affirm and renew the User Agreement between City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex [Less the Concession Facility], and User Agreement between City of Glenpool and Lance And Michelle Cole (Sole Proprietors) for Operation of the Glenpool Soccer Complex [Concession Facility Only], and to obtain all necessary approvals by the Tulsa County Board of County Commissioners. 51 - 158
(Lowell Peterson, City Attorney)
[1 - Staff Memo 031521](#)
[2 - CC RES to renew UA's w SoCoSoCl Coles](#)
[3 - LEASE AGREEMENT - City w BOCC 112116](#)
[4 -USER AGREEMENT w SCSC](#)
[5 - USER AGREEMENT w LM Cole](#)
[6 - BOCC RENEWAL RES SCSC - 2020](#)
[7 - BOCC RENEWAL RES re City of Glenpool and Lance and Michelle Cole](#)
- 4) Discussion and possible action to adopt Morris Park User Agreement with Glenpool Youth Baseball, effective January 1, 2021 through June 30, 2022. 159 - 186
(Lowell Peterson, City Attorney)
[Staff Memo - GYB-Morris Park 030121](#)
[2021 Agreement with GYB](#)
- 5) Discussion and possible action to approve **MLOA2021-01**, modifying limits of access on an existing tract within *S 75 Business Park Phase III (PUD 42A)*, located approximately 180 feet east of the southeast corner of 161st street south, and south Broadway Street. 187 - 207
(Gerald Gilbert, Planning Director)
[CC STAFF REPORT MLOA2021-01 - MARCH 15 2021](#)
[CC STAFF REPORT MLOA2021-01 ATTACHMENTS - MARCH 15 2021](#)
- 6) Discussion and possible action to enter into executive session for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City of Glenpool if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act). (David Tillotson, City Manager)
- 7) Discussion and possible action to reconvene in regular session.
(Timothy Fox, Mayor)
- 8) Discussion and possible action as a result of executive session discussion.

(David Tillotson, City Manager)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 12, 2021, by 4:00 pm.

Signed: Wendy Knight

City Clerk



**2021 World Autism Awareness Day &
World Autism Month Proclamation**

WHEREAS autism affects an estimated 1 in 54 children and 1 in 45 adults and is a complex disorder that affects each person differently, resulting in unique strengths and challenges; and

WHEREAS autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and

WHEREAS autism is often accompanied by medical conditions that impact quality of life; and

WHEREAS a comprehensive, collaborative approach will help to advance research, providing a better understanding of the many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources throughout the life span; and

WHEREAS early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and,

WHEREAS each person and family affected by autism should have access to reliable information, support and opportunities to live up to their greatest potential; and,

WHEREAS the City of Glenpool is honored to take part in the annual observance of World Autism Month and World Autism Awareness Day to address the diverse needs of individuals and families affected by autism;

*NOW, THEREFORE, I, Mayor Timothy L. Fox do hereby proclaim April 2021 as **WORLD AUTISM MONTH** and April 2, 2021 as **WORLD AUTISM AWARENESS DAY** in the city of Glenpool to increase understanding and acceptance of people with autism spectrum disorder.*

Signed this 15th day of March 2021.

Timothy L. Fox, Mayor



To: Mayor and Council

From: David Tillotson

Date: March 10, 2021

Re: City Manager Report

COVID-19 (Coronavirus)

Our number of active cases is holding relatively steady since the last Council Meeting. As of today's date we are at 47 active cases. We continue to trend well below the median and average numbers per 1,000 population for both cumulative cases and active cases. Glenpool is one of the few zip codes that remains in the orange threat level, as of the last County measurement on March 5th. I expect to see us fall into the yellow category when new numbers come out on the 12th.

Open Positions

The City currently has positions open in the following departments:

- Public Works: 2 positions
 - Interviews currently scheduled
- Fire Department: 2 positions
 - Testing set for the 19th of March
- Police Department: 2 positions
 - 11 tested for officer on the 6th of March
- Finance: 1 position
- Community Development: 1 position
 - Interviews being scheduled

Warrior Road

Warrior Road Phase 3 bids are scheduled to be opened on April 1st. The plan is to evaluate the bids and have them ready for Council action at the April 5th meeting. This will be the final phase of the project. While the plan is to add a left turn lane onto 151st, there are currently no plans for signalization for the intersection. We do not meet the required warrants from ODOT necessary to get their approval for signals.

Staff is working with INCOG, ODOT and the City of Bixby to coordinate possible funding for a master corridor study for 151st from Memorial to Hwy 75. We hope to have the details finished this summer so we can present the plan to you for consideration. The study is estimated to take 12-15 months to complete once started, and when completed will provide long-range planning for the corridor, to include: possible expansion needs, intersection improvements, access limits, and potentially, land use planning along the frontage.

Upcoming Events

- Good Friday Holiday – April 2nd
- April 24th – Community Clean-up Event

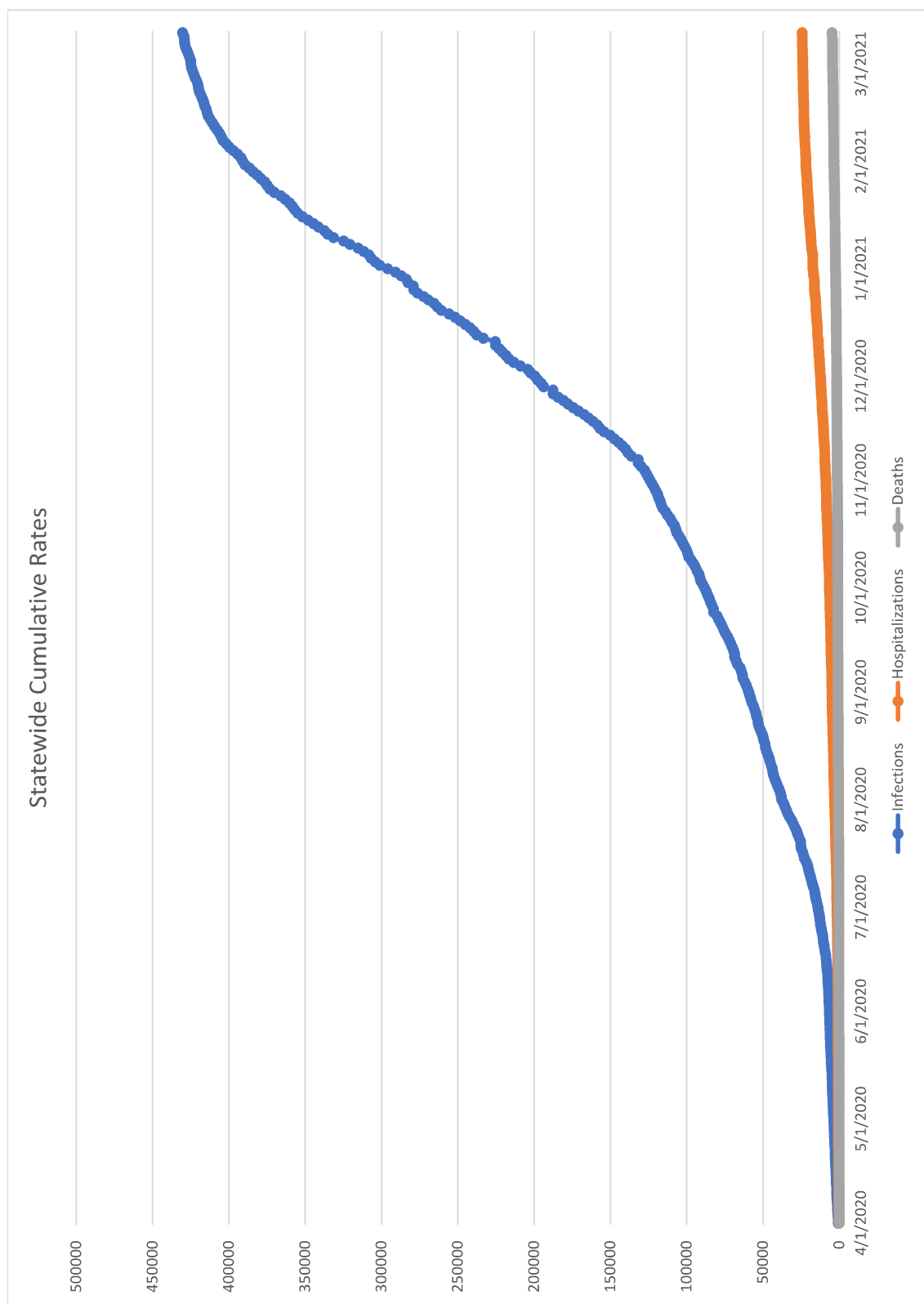
Tulsa Metro Cities COVID Comparison

Cumulative Case Comparison

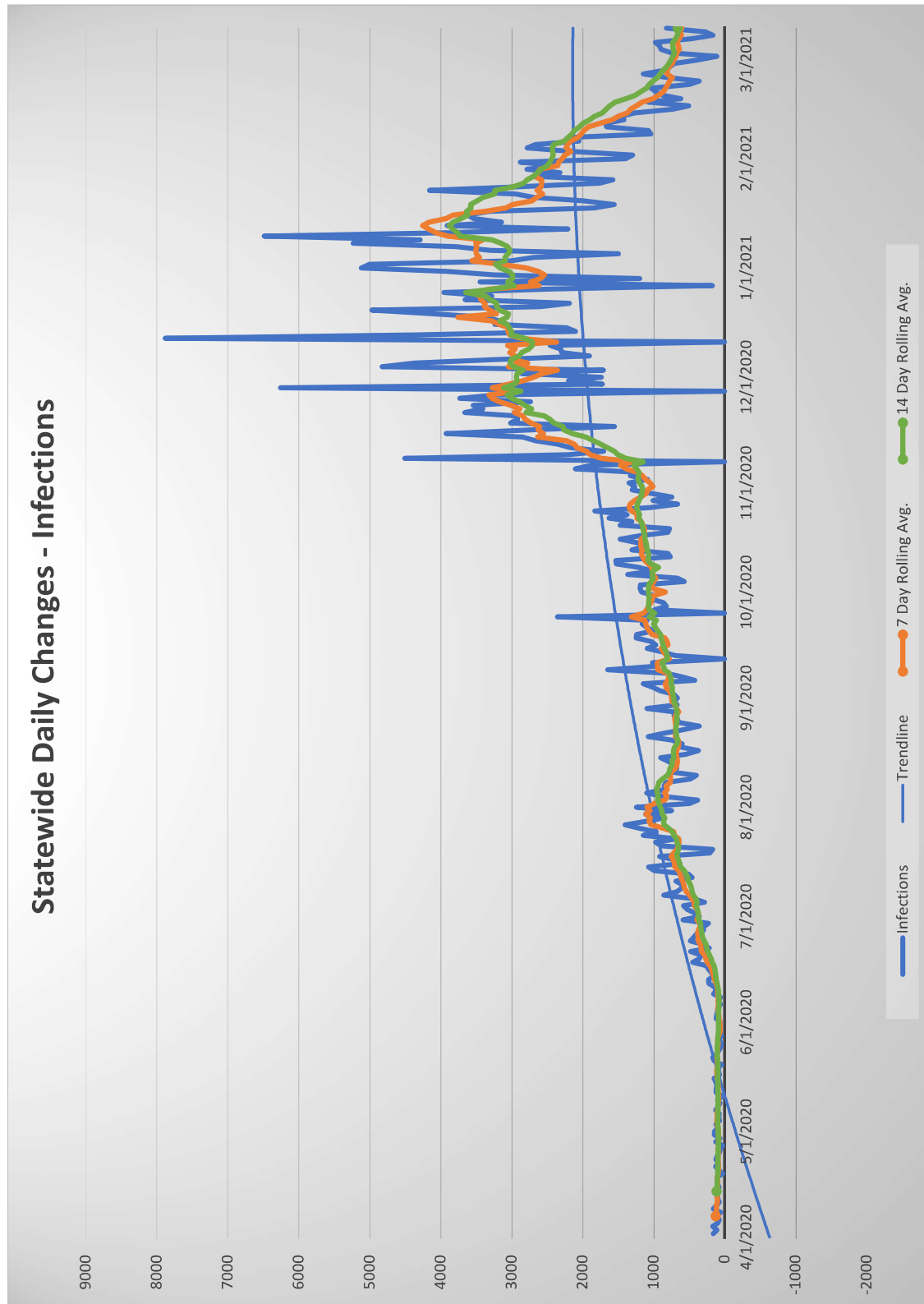
	Cases as of 03/10/2021	State Rank - Total Cases	State Rank Change	2019 Population	Cases per 1,000 pop
Collinsville	2,301	34	Even	7,236	317.99
Claremore	5,761	12	Even	18,743	307.37
Skiatook	1,663	45	Even	8,052	206.53
Coweta	1,797	42	Down 1	10,032	179.13
Sand Springs	3,186	23	Even	19,905	160.06
Broken Arrow	15,730	4	Even	110,198	142.74
Sapulpa	2,990	26	Even	21,278	140.52
Owasso	5,177	13	Even	36,957	140.08
Okmulgee	1,495	51	Even	11,711	127.66
Bixby	3,531	21	Even	27,944	126.36
Jenks	2,897	27	Even	23,767	121.89
Glenpool	1,570	48	Even	13,936	112.66
Catoosa	744	93	Even	6,953	107.00
Tulsa	42,884	2	Even	401,190	106.89
Average	164.06				
Median	140.30				

Active Case Comparison

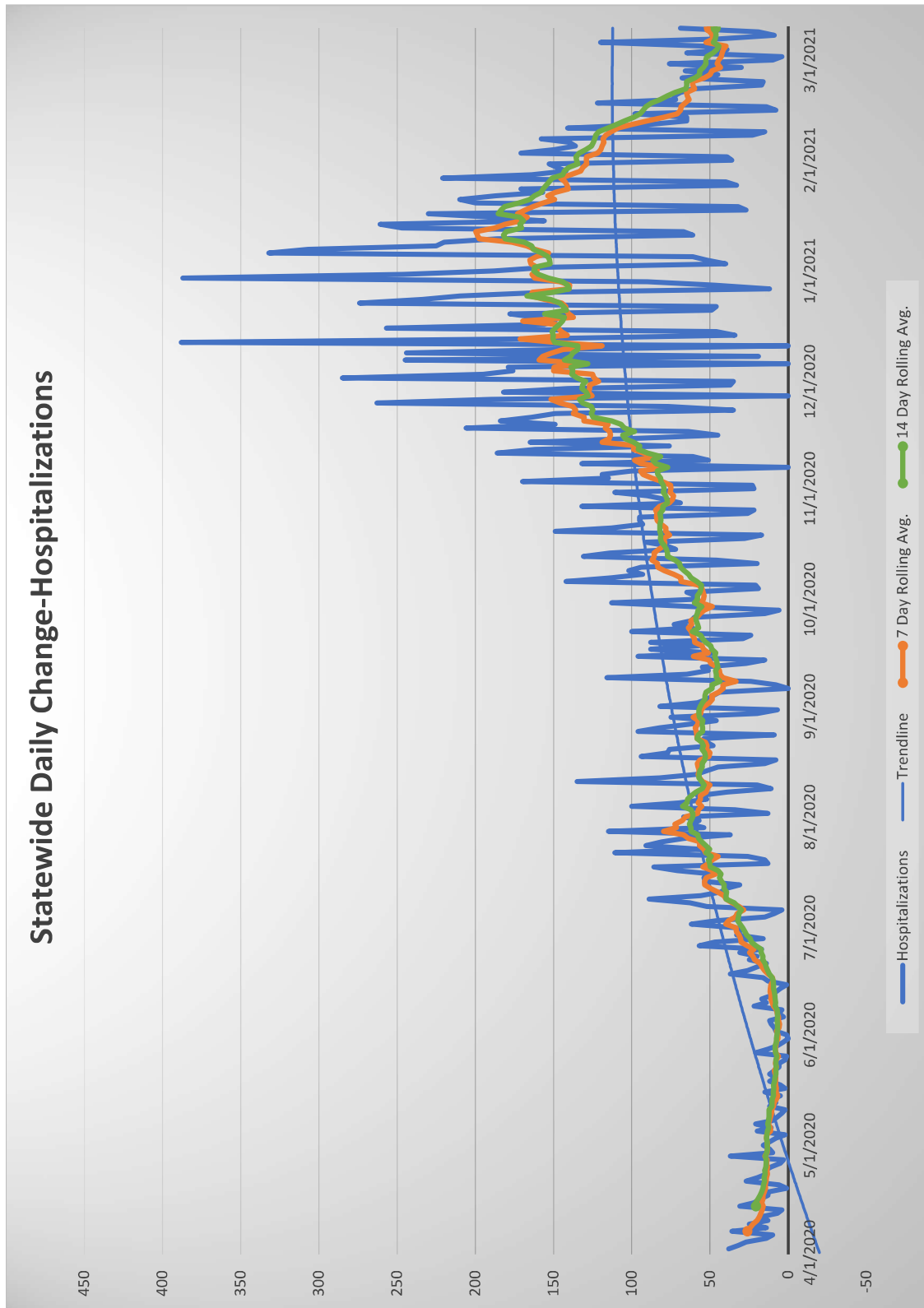
	Active Cases as of 03/10/2021	Metro Rank - Active Cases	Cumulative Deaths	2019 Population	Active Cases per 1,000 pop
Claremore	250	3	81	18,743	13.34
Collinsville	52	11	14	7,236	7.19
Coweta	64	10	26	10,032	6.38
Skiatook	34	13	9	8,052	4.22
Sand Springs	104	6	38	19,905	5.22
Sapulpa	113	5	44	21,278	5.31
Okmulgee	65	9	25	11,711	5.55
Broken Arrow	372	2	137	110,198	3.38
Owasso	135	4	38	36,957	3.65
Tulsa	1,432	1	452	401,190	3.57
Glenpool	47	12	16	13,936	3.37
Catoosa	27	14	10	6,953	3.88
Bixby	78	7	23	27,944	2.79
Jenks	66	8	18	23,767	2.78
Average	5.05				
Median	4.05				



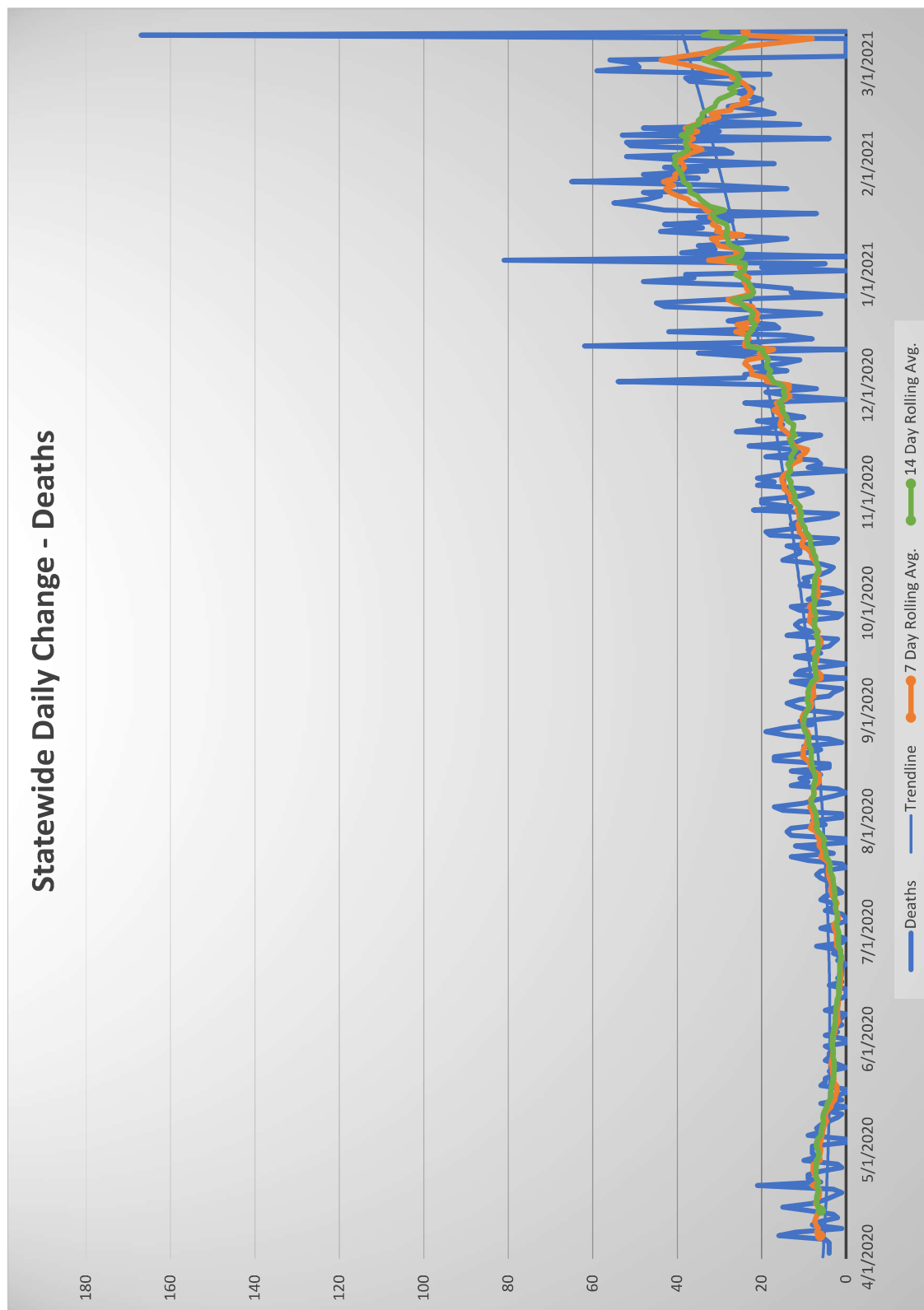
Statewide Daily Changes - Infections

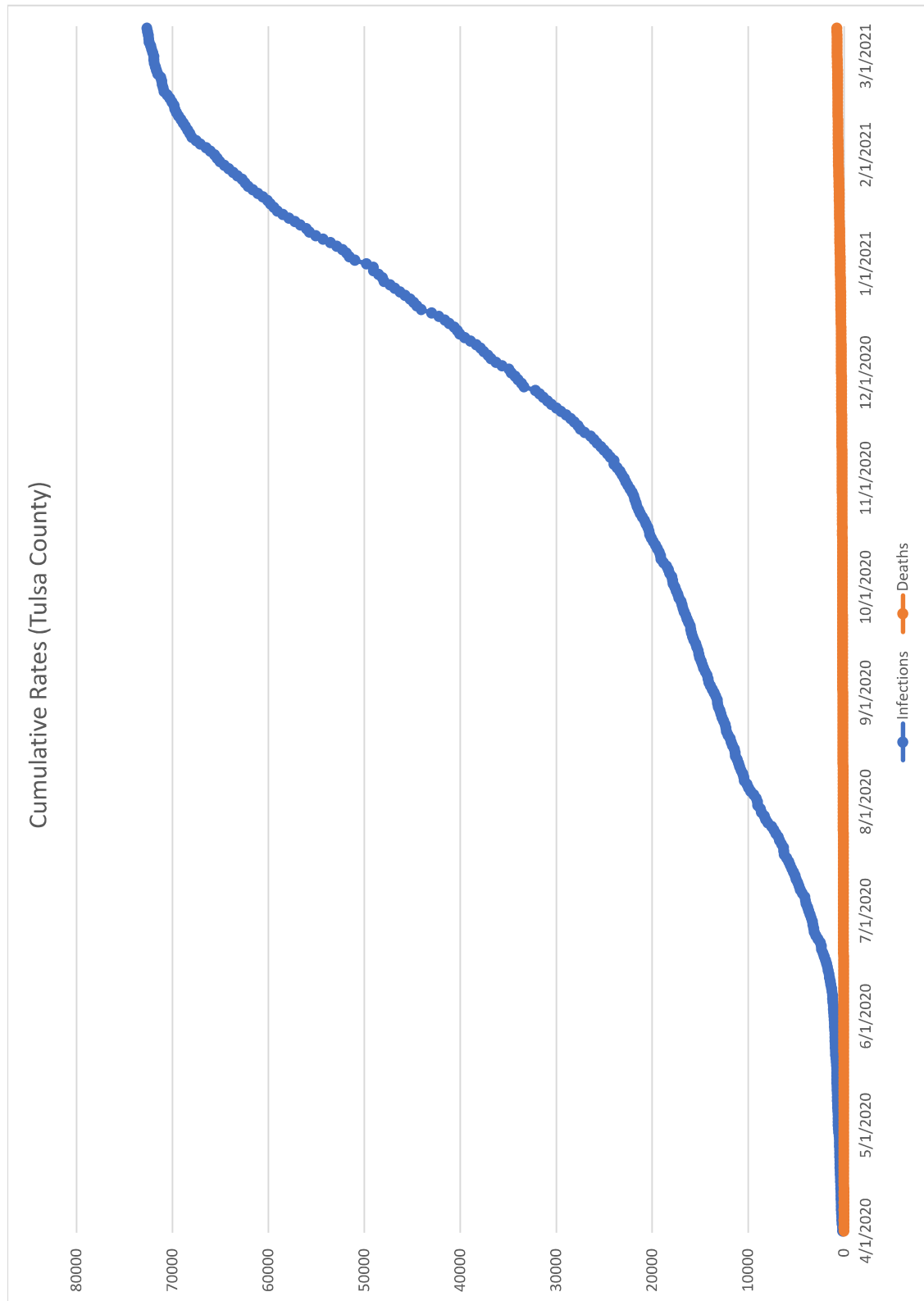


Statewide Daily Change-Hospitalizations

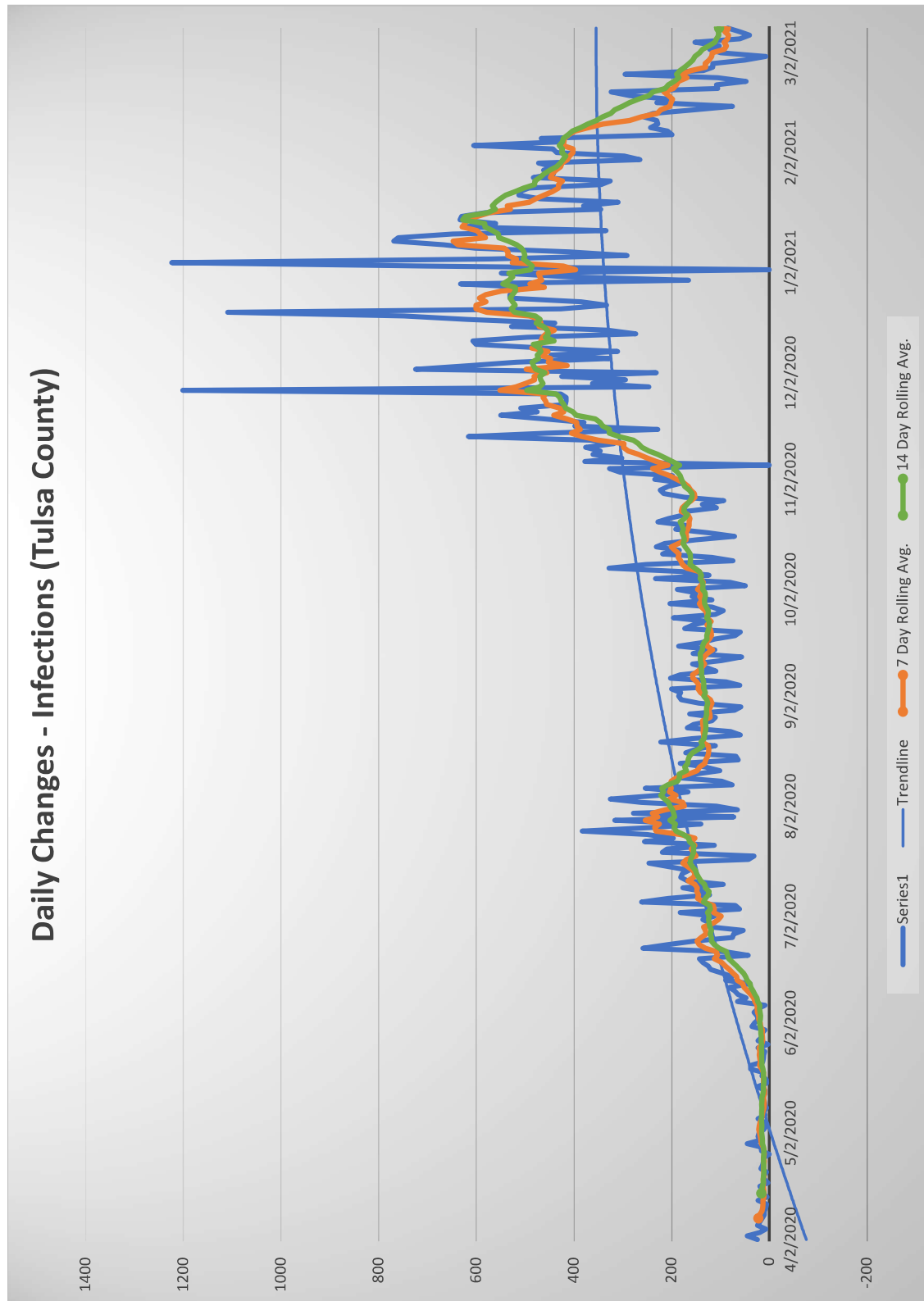


Statewide Daily Change - Deaths

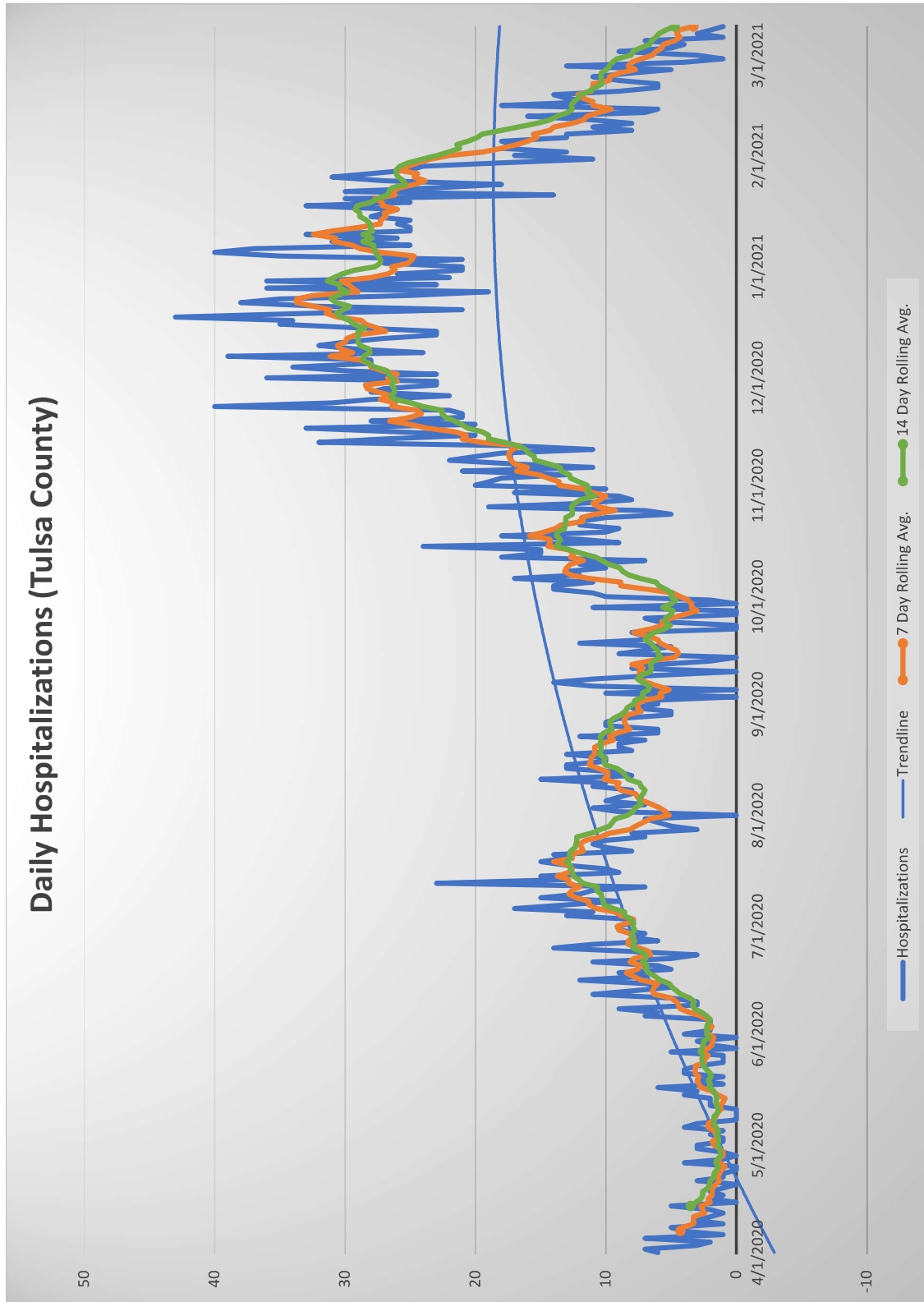




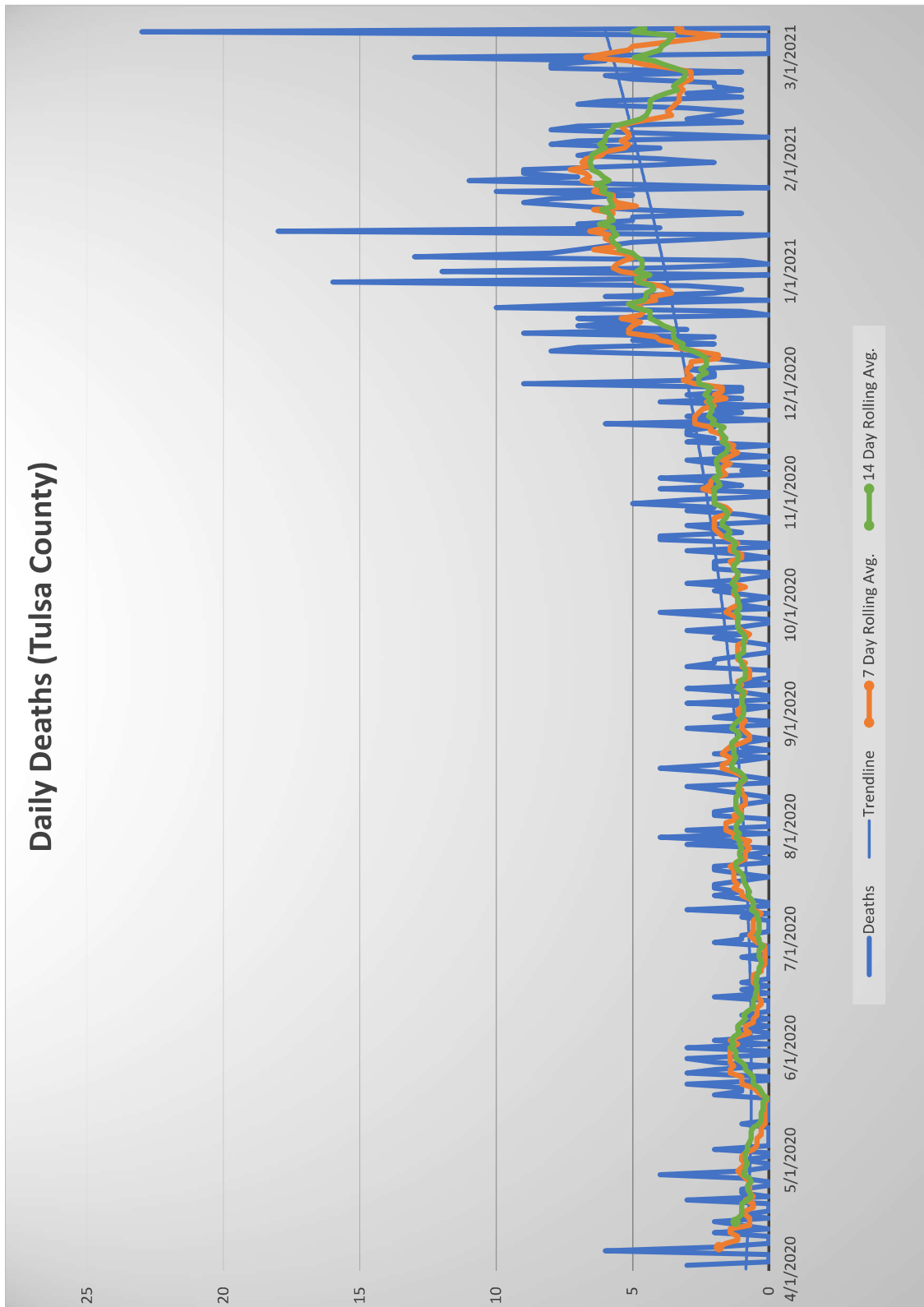
Daily Changes - Infections (Tulsa County)



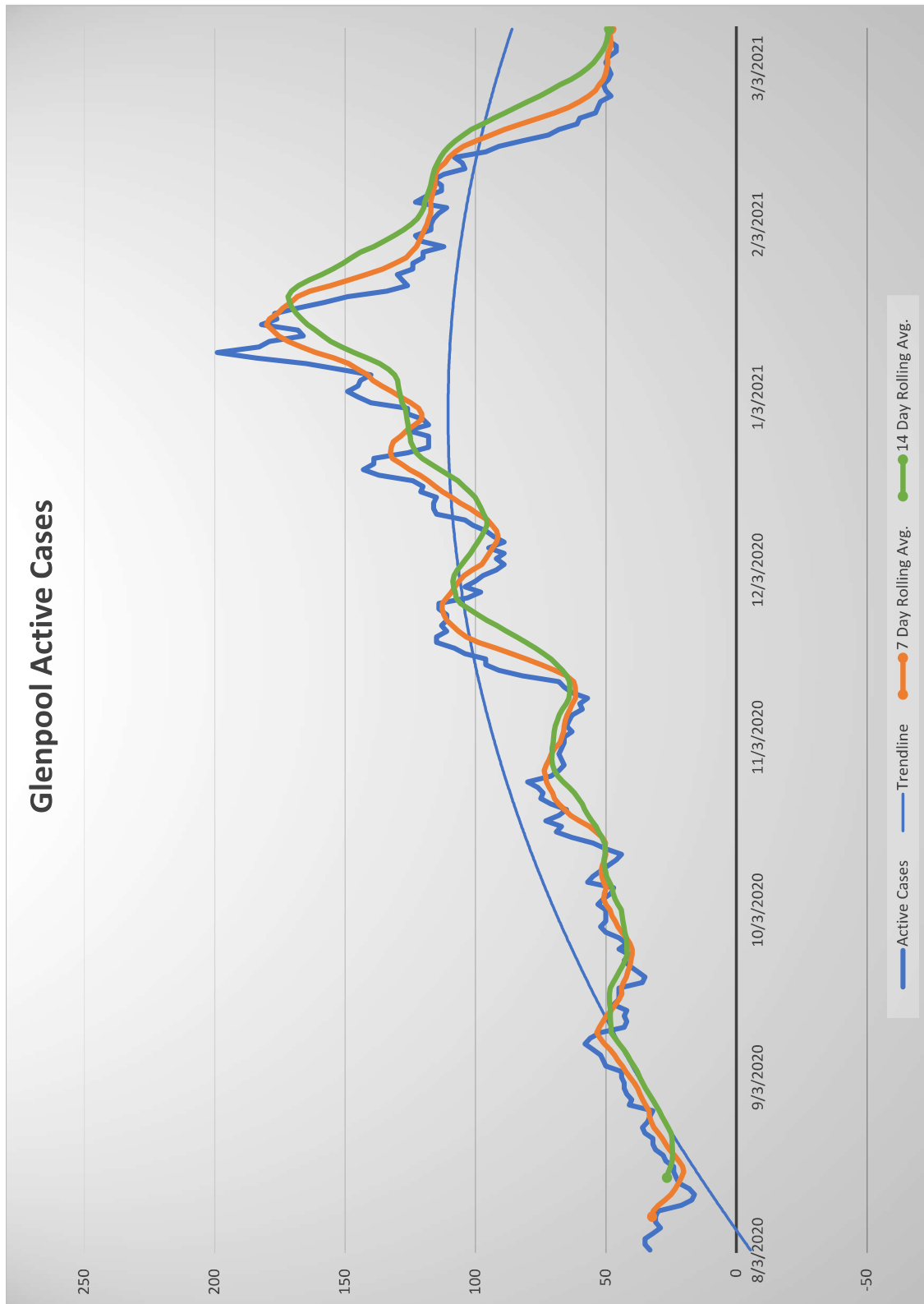
Daily Hospitalizations (Tulsa County)

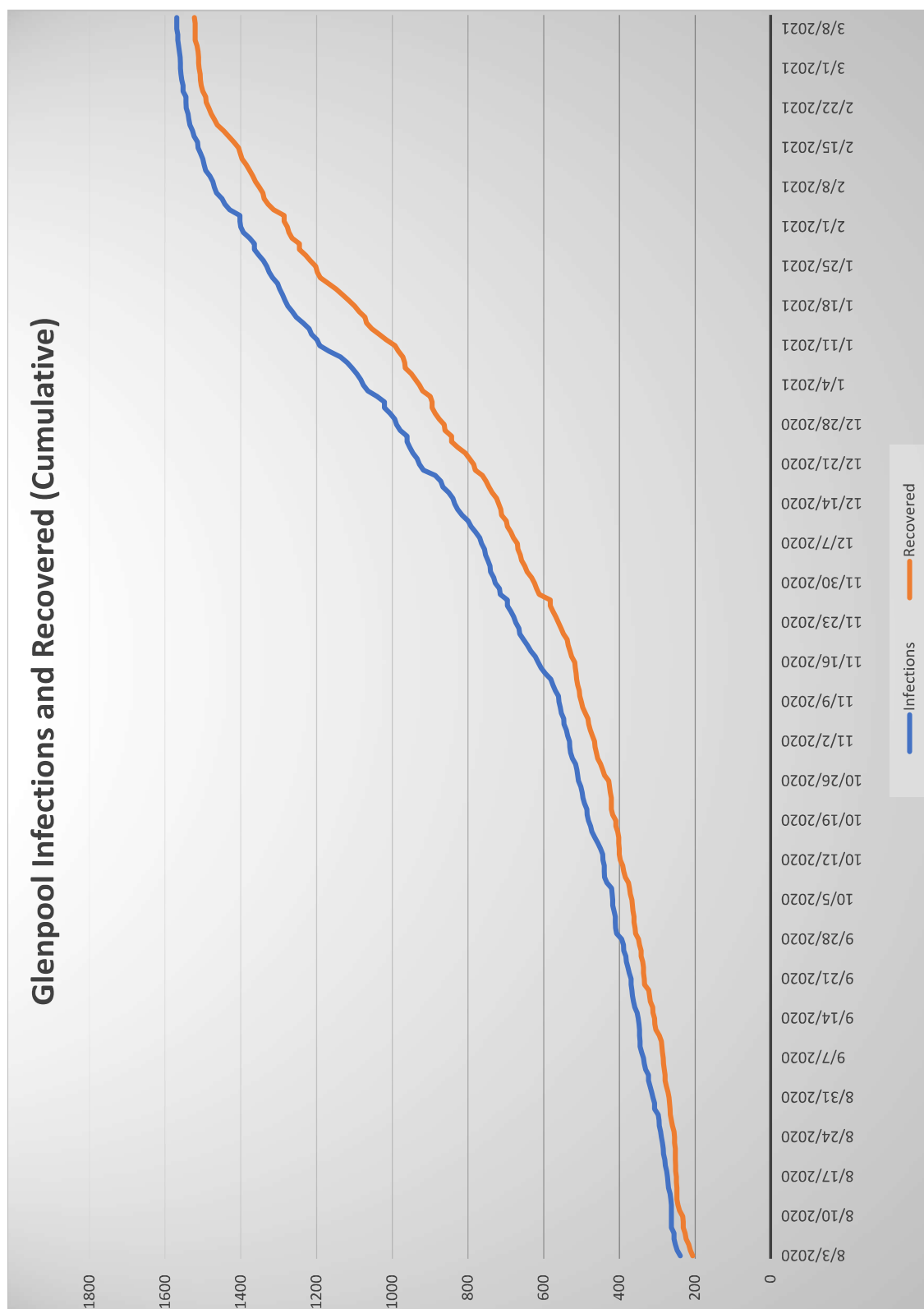


Daily Deaths (Tulsa County)



Glenpool Active Cases





Tulsa County

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	*Hospitalizations	Deaths	Infections	*Hospitalization	Deaths	Infections	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Deaths
4/1/2020	151		5		6											
4/2/2020	175		8	24	7	3										
4/3/2020	220		8	45	3	0										
4/4/2020	239		8	19	2	0										
4/5/2020	246		8	7	7	0										
4/6/2020	270		14	24	1	6										
4/7/2020	289		16	19	4	2										
4/8/2020	303		16	14	5				21.71	4.14	1.57					
4/9/2020	313		16	10	1	0			19.71	3.29	1.14					
4/10/2020	323		16	10	3	0			14.71	3.29	1.14					
4/11/2020	330		18	7	2	2			13.00	3.29	1.43					
4/12/2020	335		18	5	1	0			12.71	2.43	1.43					
4/13/2020	358		19	23	2	1			12.57	2.57	0.71					
4/14/2020	362		21	4	5	2			10.43	2.71	0.71					
4/15/2020	376		21	14	0	0			10.43	2.00	0.71	16.07	3.07			1.14
4/16/2020	390		22	14	2	1			11.00	2.14	0.86	15.36	2.71			1.00
4/17/2020	409		22	19	1	0			12.29	1.86	0.86	13.50	2.57			1.00
4/18/2020	411		22	2	2	0			11.57	1.86	0.57	12.29	2.57			1.00
4/19/2020	421		22	10	1	0			12.29	1.86	0.57	12.50	2.14			1.00
4/20/2020	432		25	11	0	3			10.57	1.57	0.86	11.57	2.07			0.79
4/21/2020	437		25	5	3	0			10.71	1.29	0.57	10.57	2.00			0.64
4/22/2020	454		26	17	1	1			11.14	1.43	0.71	10.79	1.71			0.71
4/23/2020	467		27	13	1	1			11.00	1.29	0.71	11.00	1.71			0.79
4/24/2020	479		27	12	0	0			10.00	1.14	0.71	11.14	1.50			0.79
4/25/2020	490		27	11	0	0			11.29	0.86	0.71	11.43	1.36			0.64
4/26/2020	490		28	0	4	1			9.86	1.29	0.86	11.07	1.57			0.71
4/27/2020	506		32	16	1	4			10.57	1.43	1.00	10.57	1.50			0.93
4/28/2020	522		33	16	0	0			12.14	1.00	1.14	11.43	1.14			0.86
4/29/2020	567		33	45	1	0			16.14		1.00	13.64				0.86
4/30/2020	584		33	17	3	0			16.71	1.29	0.86	13.86	1.29			0.79
5/1/2020	607		34	23	3	1			18.29	1.71	1.00	14.14	1.43			0.86
5/2/2020	628		34	21	1	0			19.71	1.86	1.00	15.50	1.36			0.86
5/3/2020	639		34	11	1	0			21.29	1.43	0.86	15.57	1.36			0.86
5/4/2020	645		36	6	2	2			19.86	1.57	0.57	15.21	1.50			0.79
5/5/2020	653		36	8	1	0			18.71	1.71	0.43	15.43	1.36			0.79
5/6/2020	676		36	23	4	0			15.57	2.14	0.43	15.86	1.57			0.71
5/7/2020	684		36	8	3	0			14.29	2.14	0.43	15.50	1.71			0.64
5/8/2020	695		36	11	0	0			12.57	1.71	0.29	15.43	1.71			0.64
5/9/2020	700		36	5	0	0			10.29	1.57	0.29	15.00	1.71			0.64
5/10/2020	708		36	8	0	0			9.86	1.43	0.29	15.57	1.43			0.57
5/11/2020	718		37	10	0	1			10.43	1.14	0.14	15.14	1.36			0.36
5/12/2020	734		37	16	2	0			11.57	1.29	0.14	15.14	1.50			0.29
5/13/2020	743		37	9	2	0			9.57	1.00	0.14	12.57	1.50			0.29
5/14/2020	752		37	9	2	0			9.71	0.86	0.14	12.00	1.50			0.29
5/15/2020	776		37	24	4	0			11.57	1.43	0.14	12.07	1.57			0.21
5/16/2020	781		37	5	3	0			11.57	1.86	0.14	10.93	1.71			0.21
5/17/2020	787		37	6	6	0			11.29	2.71	0.14	10.57	2.07			0.21

5/18/2020	802		37	15	1	0	0	12.00	2.86	0.00	11.21	2.00	0.07
5/19/2020	814		39	12	3	2	2	11.43	3.00	0.29	11.50	2.14	0.21
5/20/2020	852		40	38	1	1	1	15.57	2.86	0.43	12.57	1.93	0.29
5/21/2020	890		41	38	4	1	1	19.71	3.14	0.57	14.71	2.00	0.36
5/22/2020	903		44	13	4	3	3	18.14	3.14	1.00	14.86	2.29	0.57
5/23/2020	915		44	12	3	0	0	19.14	3.14	1.00	15.36	2.50	0.57
5/24/2020	926		44	11	1	0	0	19.86	2.43	1.00	15.57	2.57	0.57
5/25/2020	935		47	9	1	3	3	19.00	2.43	1.43	15.50	2.64	0.71
5/26/2020	958		49	23	1	2	2	20.57	2.14	1.43	16.00	2.57	0.86
5/27/2020	960		49	2	5	0	0	15.43	2.71	1.29	15.50	2.79	0.86
5/28/2020	983		51	23	0	2	2	13.29	2.14	1.43	16.50	2.64	1.00
5/29/2020	998		54	15	2	3	3	13.57	1.86	1.43	15.86	2.50	1.21
5/30/2020	1014		54	16	3	0	0	14.14	1.86	1.43	16.64	2.50	1.21
5/31/2020	1022		54	8	0	0	0	13.71	1.71	1.43	16.79	2.07	1.21
6/1/2020	1057		57	35	4	3	3	17.43	2.14	1.43	18.21	2.29	1.43
6/2/2020	1087		57	30	2	0	0	18.43	2.29	1.14	19.50	2.21	1.29
6/3/2020	1109		59	22	2	2	2	21.29	1.86	1.43	18.36	2.29	1.36
6/4/2020	1134		59	25	2	0	0	21.57	2.14	1.14	17.43	2.14	1.29
6/5/2020	1165		59	31	2	0	0	23.86	2.14	0.71	18.71	2.00	1.07
6/6/2020	1188		60	23	7	1	1	24.86	2.71	0.86	19.50	2.29	1.14
6/7/2020	1196		60	8	6	0	0	24.86	3.57	0.86	19.29	2.64	1.14
6/8/2020	1261		61	65	9	1	1	29.14	4.29	0.57	23.29	3.21	1.00
6/9/2020	1308		61	47	3	0	0	31.57	4.43	0.57	25.00	3.36	0.86
6/10/2020	1372		62	64	3	1	1	37.57	4.57	0.43	29.43	3.21	0.93
6/11/2020	1443		62	71	5	0	0	44.14	5.00	0.43	32.86	3.57	0.79
6/12/2020	1525		62	82	11	0	0	51.43	6.29	0.43	37.64	4.21	0.57
6/13/2020	1564		62	39	8	0	0	53.71	6.43	0.29	39.29	4.57	0.57
6/14/2020	1653		62	89	5	0	0	65.29	6.29	0.29	45.07	4.93	0.57
6/15/2020	1729		64	76	7	2	2	66.86	6.00	0.43	48.00	5.14	0.50
6/16/2020	1825		64	96	12	0	0	73.86	7.29	0.43	52.71	5.86	0.50
6/17/2020	1945		65	120	7	1	1	81.86	7.86	0.43	59.71	6.21	0.43
6/18/2020	2070		65	125	9	0	0	89.57	8.43	0.43	66.86	6.71	0.43
6/19/2020	2206		66	136	5	1	1	97.29	7.57	0.57	74.36	6.93	0.50
6/20/2020	2349		66	143	6	0	0	112.14	7.29	0.57	82.93	6.86	0.43
6/21/2020	2392		66	2392	43	11	0	105.57	8.14	0.57	85.43	7.21	0.43
6/22/2020	2483		66	91	5	0	0	107.71	7.86	0.29	87.29	6.93	0.36
6/23/2020	2742		66	259	3	0	0	131.00	6.57	0.29	102.43	6.93	0.36
6/24/2020	2949		66	207	8	0	0	143.43	6.71	0.14	112.64	7.29	0.29
6/25/2020	3103		66	154	14	0	0	147.57	7.43	0.14	118.57	7.93	0.29
6/26/2020	3178		67	75	11	1	1	138.86	8.29	0.14	118.07	7.93	0.36
6/27/2020	3251		67	73	6	0	0	128.86	8.29	0.14	120.50	7.79	0.36
6/28/2020	3304		67	53	8	0	0	130.29	7.86	0.14	117.93	8.00	0.36
6/29/2020	3424		67	120	7	0	0	134.43	8.14	0.14	121.07	8.00	0.21
6/30/2020	3544		69	120	9	2	2	114.57	9.00	0.43	122.79	7.79	0.36
7/1/2020	3680		70	136	9	1	1	104.43	9.14	0.57	123.93	7.93	0.36
7/2/2020	3792		71	112	8	1	1	98.43	8.29	0.71	123.00	7.86	0.43
7/3/2020	3974		71	182	8	0	0	113.71	7.86	0.57	126.29	8.07	0.36
7/4/2020	4035		71	61	13	0	0	112.00	8.86	0.57	120.43	8.57	0.36
7/5/2020	4104		71	69	11	0	0	114.29	9.29	0.57	122.29	8.57	0.36
7/6/2020	4365		71	261	17	0	0	134.43	10.71	0.57	134.43	9.43	0.36
7/7/2020	4571		72	206	13	1	1	146.71	11.29	0.43	130.64	10.14	0.43

7/8/2020	4693		72	122	9	0	144.71	11.29	0.29	124.57	10.21	0.43
7/9/2020	4828		75	135	15	3	148.00	12.29	0.57	123.21	10.29	0.64
7/10/2020	5005		75	177	12	0	147.29	12.86	0.57	130.50	10.36	0.57
7/11/2020	5099		75	94	11	0	152.00	12.57	0.57	132.00	10.71	0.57
7/12/2020	5267		76	168	7	1	166.14	12.00	0.71	140.21	10.64	0.64
7/13/2020	5448		78	181	23	2	154.71	12.86	1.00	144.57	11.79	0.79
7/14/2020	5626		79	178	13	1	150.71	12.86	1.00	148.71	12.07	0.71
7/15/2020	5790		81	164	15	2	156.71	13.71	1.29	150.71	12.50	0.79
7/16/2020	5997		83	207	9	2	167.00	12.86	1.14	157.50	12.57	0.86
7/17/2020	6243		84	246	10	1	176.86	12.57	1.29	162.07	12.71	0.93
7/18/2020	6285		84	42	13	0	169.43	12.86	1.29	160.71	12.71	0.93
7/19/2020	6316		85	31	15	1	149.86	14.00	1.29	158.00	13.00	1.00
7/20/2020	6535		87	219	13	2	155.29	12.57	1.29	155.00	12.71	1.14
7/21/2020	6744		89	209	14	2	159.71	12.71	1.43	155.21	12.79	1.21
7/22/2020	6856		89	112	8	0	152.29	11.71	1.14	154.50	12.71	1.21
7/23/2020	7111		89	255	10	0	159.14	11.86	0.86	163.07	12.36	1.00
7/24/2020	7307		90	196	11	1	152.00	12.00	0.86	164.43	12.29	1.07
7/25/2020	7557		90	250	10	0	181.71	11.57	0.86	175.57	12.21	1.07
7/26/2020	7940		90	383	7	0	232.00	10.43	0.71	190.93	12.21	1.00
7/27/2020	8177		93	237	8	3	234.57	9.71	0.86	194.93	11.14	1.07
7/28/2020	8317		94	140	3	1	224.71	8.14	0.71	192.21	10.43	1.07
7/29/2020	8633		98	316	5	4	253.86	7.71	1.29	203.07	9.71	1.21
7/30/2020	8705		98	72	6	0	227.71	7.14	1.29	193.43	9.50	1.07
7/31/2020	8983		101	278	7	3	239.43	6.57	1.57	195.71	9.29	1.21
8/1/2020	9048		101	65	0	0	213.00	5.14	1.57	197.36	8.36	1.21
8/2/2020	9156		101	108	9	0	173.71	5.43	1.57	202.86	7.93	1.14
8/3/2020	9417		101	261	11	0	177.14	5.86	1.14	205.86	7.79	1.00
8/4/2020	9742		103	325	7	2	203.57	6.43	1.29	214.14	7.29	1.00
8/5/2020	9969		105	227	10	2	190.86	7.14	1.00	222.36	7.43	1.14
8/6/2020	10135		106	166	9	1	204.29	7.57	1.14	216.00	7.36	1.21
8/7/2020	10389		107	254	8	1	200.86	7.71	0.86	220.14	7.14	1.21
8/8/2020	10465		107	76	8	0	202.43	8.86	0.86	207.71	7.00	1.21
8/9/2020	10562		107	97	11	0	200.86	9.14	0.86	187.29	7.29	1.21
8/10/2020	10747		108	185	10	1	190.00	9.00	1.00	183.57	7.43	1.07
8/11/2020	10898		110	151	15	2	165.14	10.14	1.00	184.36	8.29	1.14
8/12/2020	10999		113	101	8	3	147.14	9.86	1.14	169.00	8.50	1.07
8/13/2020	11130		113	131	9	0	142.14	9.86	1.00	173.21	8.71	1.07
8/14/2020	11312		113	182	13	0	131.86	10.57	0.86	166.36	9.14	0.86
8/15/2020	11375		114	63	13	1	130.00	11.29	1.00	166.21	10.07	0.93
8/16/2020	11443		116	68	10	2	125.86	11.14	1.29	163.36	10.14	1.07
8/17/2020	11614		120	171	10	4	123.86	11.14	1.71	156.93	10.07	1.36
8/18/2020	11763		122	149	13	2	123.57	10.86	1.71	144.36	10.50	1.36
8/19/2020	11873		123	110	8	1	124.86	10.86	1.43	136.00	10.36	1.29
8/20/2020	12095		123	222	9	0	137.86	10.86	1.43	140.00	10.36	1.21
8/21/2020	12253		125	158	9	2	134.43	10.29	1.71	133.14	10.43	1.29
8/22/2020	12312		125	59	7	0	133.86	9.43	1.57	131.93	10.36	1.29
8/23/2020	12391		126	79	12	1	135.43	9.71	1.43	130.64	10.43	1.36
8/24/2020	12559		127	168	6	1	135.00	9.14	1.00	129.43	10.14	1.36
8/25/2020	12714		127	155	6	0	135.86	8.14	0.71	129.71	9.50	1.21
8/26/2020	12831		128	117	10	1	136.86	8.43	0.71	130.86	9.64	1.07
8/27/2020	12941		129	110	10	1	120.86	8.57	0.86	129.36	9.71	1.14

8/28/2020	13104		132	163	9	3	121.57	8.57	1.00	128.00	9.43	1.36
8/29/2020	13175		132	71	5	0	123.29	8.29	1.00	128.57	8.86	1.29
8/30/2020	13233		132	58	5	0	120.29	7.29	0.86	127.86	8.50	1.14
8/31/2020	13377		134	144	8	2	116.86	7.57	1.00	125.93	8.36	1.00
9/1/2020	13557		135	180	6	1	120.43	7.57	1.14	128.14	7.86	0.93
9/2/2020	13742		136	185	7	1	130.14	7.14	1.14	133.50	7.79	0.93
9/3/2020	13923		136	181	0	0	140.29	5.71	1.00	130.57	7.14	0.93
9/4/2020	14123		139	200	10	3	145.57	5.86	1.00	133.57	7.21	1.00
9/5/2020	14183		139	60	0	0	144.00	5.14	1.00	133.64	6.71	1.00
9/6/2020	14271		139	88	11	0	148.29	6.00	1.00	134.29	6.64	0.93
9/7/2020	14473		140	202	14	1	156.57	6.86	0.86	136.71	7.21	0.93
9/8/2020	14655		143	182	11	3	156.86	7.57	1.14	138.64	7.57	1.14
9/9/2020	14764		143	109	6	0	146.00	7.43	1.00	138.07	7.29	1.07
9/10/2020	14891		144	127	0	1	138.29	7.43	1.14	139.29	6.57	1.07
9/11/2020	15048		144	157	8	0	132.14	7.14	0.71	138.86	6.50	0.86
9/12/2020	15146		144	98	6	0	137.57	8.00	0.71	140.79	6.57	0.86
9/13/2020	15202		144	56	2	0	133.00	6.71	0.71	140.64	6.36	0.86
9/14/2020	15358		147	156	0	3	126.43	4.71	1.00	141.50	5.79	0.93
9/15/2020	15469		149	111	9	2	116.29	4.43	0.86	136.57	6.00	1.00
9/16/2020	15654		151	185	7	2	127.14	4.57	1.14	136.57	6.00	1.07
9/17/2020	15794		152	140	5	1	129.00	5.29	1.14	133.64	6.36	1.14
9/18/2020	15905		152	111	12	0	122.43	5.86	1.14	127.29	6.50	0.93
9/19/2020	15975		152	70	7	0	118.43	6.00	1.14	128.00	7.00	0.93
9/20/2020	16034		152	59	7	0	118.86	6.71	1.14	125.93	6.71	0.93
9/21/2020	16207		153	173	8	1	121.29	7.86	0.86	123.86	6.29	0.93
9/22/2020	16363		155	156	0	2	127.71	6.57	0.86	122.00	5.50	0.86
9/23/2020	16487		156	124	0	1	119.00	5.57	0.71	123.07	5.07	0.93
9/24/2020	16683		159	196	6	3	127.00	5.71	1.00	128.00	5.50	1.07
9/25/2020	16793		160	110	7	1	126.86	5.00	1.14	124.64	5.43	1.14
9/26/2020	16887		160	94	0	0	130.29	4.00	1.14	124.36	5.00	1.14
9/27/2020	17004		160	117	0	0	138.57	3.00	1.14	128.71	4.86	1.14
9/28/2020	17207		162	203	11	2	142.86	3.43	1.29	132.07	5.64	1.07
9/29/2020	17324		166	117	0	4	137.29	3.43	1.57	132.50	5.00	1.21
9/30/2020	17482		166	158	2	0	142.14	3.71	1.43	130.57	4.64	1.07
10/1/2020	17632		167	150	10	1	135.57	4.29	1.14	131.29	5.00	1.07
10/2/2020	17820		168	188	11	1	146.71	4.86	1.14	136.79	4.93	1.14
10/3/2020	17869		168	49	14	0	140.29	6.86	1.14	135.29	5.43	1.14
10/4/2020	17949		169	80	14	1	135.00	8.86	1.29	136.79	5.93	1.21
10/5/2020	18182		171	233	11	2	139.29	8.86	1.29	141.07	6.14	1.29
10/6/2020	18305		172	123	17	1	140.14	11.29	0.86	138.71	7.36	1.21
10/7/2020	18484		175	179	12	3	143.14	12.71	1.29	142.64	8.21	1.36
10/8/2020	18812		176	328	13	1	168.57	13.14	1.29	152.07	8.71	1.21
10/9/2020	19064		176	252	10	0	177.71	13.00	1.14	162.21	8.93	1.14
10/10/2020	19138		176	74	12	0	181.29	12.71	1.14	160.79	9.79	1.14
10/11/2020	19255		178	117	7	2	186.57	11.71	1.29	160.79	10.29	1.29
10/12/2020	19473		180	218	18	2	184.43	12.71	1.29	161.86	10.79	1.29
10/13/2020	19657		182	184	15	2	193.14	12.43	1.43	166.64	11.86	1.14
10/14/2020	19888		182	231	15	0	200.57	12.86	1.00	171.86	12.79	1.14
10/15/2020	20102		183	214	24	1	184.29	14.43	1.00	176.43	13.79	1.14
10/16/2020	20251		186	149	9	3	169.57	14.29	1.43	173.64	13.64	1.29
10/17/2020	20322		186	71	12	0	169.14	14.29	1.43	175.21	13.50	1.29

10/18/2020	20448	186	126	18	0	170.43	15.86	1.14	178.50	13.79	1.21
10/19/2020	20639	190	191	10	4	166.57	14.71	1.43	175.50	13.71	1.36
10/20/2020	20805	194	166	9	4	164.00	13.86	1.71	178.57	13.14	1.57
10/21/2020	21033	195	228	12	1	163.57	13.43	1.86	182.07	13.14	1.43
10/22/2020	21239	197	206	12	2	162.43	11.71	2.00	173.36	13.07	1.50
10/23/2020	21413	200	174	10	3	166.00	11.86	2.00	167.79	13.07	1.71
10/24/2020	21584	200	171	5	0	180.29	10.86	2.00	174.71	12.57	1.71
10/25/2020	21692	200	108	7	0	177.71	9.29	2.00	174.07	12.57	1.57
10/26/2020	21829	201	137	19	1	170.00	10.57	1.57	168.29	12.64	1.50
10/27/2020	21922	204	93	12	3	159.57	11.00	1.43	161.79	12.43	1.57
10/28/2020	22096	206	174	8	2	151.86	10.43	1.57	157.71	11.93	1.71
10/29/2020	22312	211	216	9	5	153.29	10.00	2.00	157.86	10.86	2.00
10/30/2020	22535	214	223	17	3	160.29	11.00	2.00	163.14	11.43	2.00
10/31/2020	22742	214	207	10	0	165.43	11.71	2.00	172.86	11.29	2.00
11/1/2020	22919	214	177	20	0	175.29	13.57	2.00	176.50	11.43	2.00
11/2/2020	23153	218	234	19	4	189.14	13.57	2.43	179.57	12.07	2.00
11/3/2020	23351	219	198	18	1	204.14	14.43	2.14	181.86	12.71	1.79
11/4/2020	23656	221	305	13	2	222.86	15.14	2.14	187.36	12.79	1.86
11/5/2020	23983	225	327	21	4	238.71	16.86	2.00	196.00	13.43	2.00
11/6/2020	23983	225	0	11	0	206.86	16.00	1.57	183.57	13.50	1.79
11/7/2020	24361	226	378	17	1	231.29	17.00	1.71	198.36	14.36	1.86
11/8/2020	24663	226	302	22	0	249.14	17.29	1.71	212.21	15.43	1.86
11/9/2020	25024	228	361	20	2	267.29	17.43	1.43	228.21	15.50	1.93
11/10/2020	25370	231	346	18	3	288.43	17.43	1.71	246.29	15.93	1.93
11/11/2020	25746	231	376	11	0	298.57	17.14	1.43	260.71	16.14	1.79
11/12/2020	26064	233	318	17	2	297.29	16.57	1.14	268.00	16.71	1.57
11/13/2020	26430	235	366	32	2	349.57	19.57	1.43	278.21	17.79	1.50
11/14/2020	27046	235	616	27	0	383.57	21.00	1.29	307.43	19.00	1.50
11/15/2020	27501	238	455	20	3	405.43	20.71	1.71	327.29	19.00	1.71
11/16/2020	27729	240	228	26	2	386.43	21.57	1.71	326.86	19.50	1.57
11/17/2020	28127	243	398	33	3	393.86	23.71	1.71	341.14	20.57	1.71
11/18/2020	28506	246	379	20	3	394.29	25.00	2.14	346.43	21.07	1.79
11/19/2020	28966	248	460	28	2	414.57	26.57	2.14	355.93	21.57	1.64
11/20/2020	29516	254	550	21	6	440.86	25.00	2.71	395.21	22.29	2.07
11/21/2020	29991	254	475	21	0	420.71	24.14	2.71	402.14	22.57	2.00
11/22/2020	30500	257	509	22	3	428.43	24.43	2.71	416.93	22.57	2.21
11/23/2020	30917	258	417	40	1	455.43	26.43	2.57	420.93	24.00	2.14
11/24/2020	31333	260	416	31	2	458.00	26.14	2.43	425.93	24.93	2.07
11/25/2020	31749	260	416	28	0	463.29	27.29	2.00	428.79	26.14	2.07
11/26/2020	32176	264	427	22	4	458.57	26.43	2.29	436.57	26.50	2.21
11/27/2020	33377	265	1201	28	1	551.57	27.43	1.57	496.21	26.21	2.14
11/28/2020	33623	268	246	27	3	518.86	28.29	2.00	469.79	26.21	2.36
11/29/2020	33985	269	362	23	1	497.86	28.43	1.71	463.14	26.43	2.21
11/30/2020	34279	270	294	23	1	480.29	26.00	1.71	467.86	26.21	2.14
12/1/2020	34704	279	425	36	9	481.57	26.71	2.71	469.79	26.43	2.57
12/2/2020	34935	282	231	23	3	455.14	26.00	3.14	459.21	26.64	2.57
12/3/2020	35659	284	724	30	2	497.57	27.14	2.86	478.07	26.79	2.57
12/4/2020	36273	286	614	34	2	413.71	28.00	3.00	482.64	27.71	2.29
12/5/2020	36791	289	518	28	3	452.57	28.14	3.00	485.71	28.21	2.50
12/6/2020	37118	289	327	28	0	447.57	28.86	2.86	472.71	28.64	2.29
12/7/2020	37565	290	447	39	1	469.43	31.14	2.86	474.86	28.57	2.29

12/8/2020	37875		292	310	24	2	453.00	29.43	1.86	467.29	28.07	2.29
12/9/2020	38338		295	463	29	3	486.14	30.29	1.86	470.64	28.14	2.50
12/10/2020	38938		303	600	32	8	468.43	30.57	2.71	483.00	28.86	2.79
12/11/2020	39545		310	607	30	7	467.43	30.00	3.43	440.57	29.00	3.21
12/12/2020	40041		312	496	27	2	464.29	29.86	3.29	458.43	29.00	3.14
12/13/2020	40314		317	273	23	5	456.57	29.14	4.00	452.07	29.00	3.43
12/14/2020	40645		319	331	23	2	440.00	26.86	4.14	454.71	29.00	3.50
12/15/2020	41173		328	528	29	9	471.14	27.57	5.14	462.07	28.50	3.50
12/16/2020	41612		331	439	35	3	467.71	28.43	5.14	476.93	29.36	3.50
12/17/2020	42232		338	620	34	7	470.57	28.71	5.00	469.50	29.64	3.86
12/18/2020	42980		343	748	43	5	490.71	30.57	4.71	479.07	30.29	4.07
12/19/2020	44089		350	1109	33	7	578.29	31.43	5.43	521.29	30.64	4.36
12/20/2020	44516		350	427	21	0	600.29	31.14	4.71	528.43	30.14	4.36
12/21/2020	44849		351	333	32	1	600.57	32.43	4.57	520.29	29.64	4.36
12/22/2020	45234		361	385	38	10	580.14	33.71	4.71	525.64	30.64	4.93
12/23/2020	45765		367	531	35	6	593.29	33.71	5.14	530.50	31.07	5.14
12/24/2020	46296		367	531	25	0	580.57	32.43	4.14	525.57	30.57	4.57
12/25/2020	46820		373	524	19	6	548.57	29.00	4.29	519.64	29.79	4.50
12/26/2020	47314		375	494	36	2	460.71	29.43	3.57	519.50	30.43	4.50
12/27/2020	47946		376	632	23	1	490.00	29.71	3.71	545.14	30.43	4.21
12/28/2020	48111		379	165	36	3	466.00	30.29	4.00	533.29	31.36	4.29
12/29/2020	48522		395	411	22	16	469.71	28.00	4.86	524.93	30.86	4.79
12/30/2020	49071		399	549	26	4	472.29	26.71	4.57	532.79	30.21	4.86
12/31/2020	49071		399	0	21	0	396.43	26.14	4.57	488.50	29.29	4.36
1/1/2021	49773		411	702	21	12	421.86	26.43	5.43	485.21	27.71	4.86
1/2/2021	50997		415	1224	27	4	526.14	25.14	5.71	493.43	27.29	4.64
1/3/2021	51566		415	569	31	0	517.14	24.86	5.57	503.57	27.29	4.64
1/4/2021	51857		416	291	35	1	535.14	24.71	5.29	500.57	27.50	4.64
1/5/2021	52266		429	409	40	13	534.86	27.29	4.86	502.29	27.64	4.86
1/6/2021	52868		437	602	37	8	542.43	28.86	5.43	507.36	27.79	5.00
1/7/2021	53534		444	666	25	7	637.57	29.43	6.43	517.00	27.79	5.50
1/8/2021	54303		450	769	31	6	647.14	30.86	5.57	534.50	28.64	5.50
1/9/2021	55063		455	760	26	5	580.86	30.71	5.71	553.50	27.93	5.71
1/10/2021	55711		457	648	33	2	592.14	32.43	6.00	554.64	28.64	5.79
1/11/2021	56045		457	334	25	0	598.29	31.00	5.86	566.71	27.86	5.57
1/12/2021	56668		475	623	25	18	628.86	28.86	6.57	581.86	28.07	5.71
1/13/2021	57228		479	560	26	4	622.86	27.29	6.00	582.64	28.07	5.71
1/14/2021	57861		486	633	25	7	618.14	27.29	6.00	627.86	28.36	6.21
1/15/2021	58491		491	630	28	5	598.29	26.86	5.86	622.71	28.86	5.71
1/16/2021	59073		496	582	27	5	572.86	27.00	5.86	576.86	28.86	5.79
1/17/2021	59418		497	345	26	1	529.57	26.00	5.71	560.86	29.21	5.86
1/18/2021	59798		502	380	33	5	536.14	27.14	6.43	567.21	29.07	6.14
1/19/2021	60107		509	309	25	7	491.29	27.14	4.86	560.07	28.00	5.71
1/20/2021	60576		518	469	30	9	478.29	27.71	5.57	550.57	27.50	5.79
1/21/2021	61089		526	513	14	8	461.14	26.14	5.71	539.64	26.71	5.86
1/22/2021	61600		531	511	30	5	444.14	26.43	5.71	521.21	26.64	5.79
1/23/2021	62092		541	492	23	10	431.29	25.86	6.43	502.07	26.43	6.14
1/24/2021	62436		541	344	18	0	431.14	24.71	6.29	480.36	25.36	6.00
1/25/2021	62761		546	325	27	5	423.29	23.86	6.29	479.71	25.50	6.36
1/26/2021	63244		557	483	31	11	448.14	24.71	6.86	469.71	25.93	5.86
1/27/2021	63686		564	442	28	7	444.29	24.43	6.57	461.29	26.07	6.07

1/28/2021	64148	573	462	25	9	437.00	26.00	6.71	449.07	26.07	6.21
1/29/2021	64590	582	442	24	9	427.14	25.14	7.29	435.64	25.79	6.50
1/30/2021	65062	587	472	18	5	424.29	24.43	6.57	427.79	25.14	6.50
1/31/2021	65327	589	265	11	2	413.00	23.43	6.86	422.07	24.07	6.57
2/1/2021	65624	593	297	17	4	409.00	22.00	6.71	416.14	22.93	6.50
2/2/2021	66059	600	435	13	7	402.14	19.43	6.14	425.14	22.07	6.50
2/3/2021	66502	606	443	18	6	402.29	18.00	6.00	423.29	21.21	6.29
2/4/2021	67107	610	605	17	4	422.71	16.86	5.29	429.86	21.43	6.00
2/5/2021	67532	618	425	18	8	420.29	16.00	5.14	423.71	20.57	6.21
2/6/2021	67999	625	467	13	7	419.57	15.29	5.43	421.93	19.86	6.00
2/7/2021	68198	625	199	13	0	410.14	15.57	5.14	411.57	19.50	6.00
2/8/2021	68406	629	208	8	4	397.43	14.29	5.14	403.21	18.14	5.93
2/9/2021	68649	637	243	11	8	370.00	14.00	5.29	386.07	16.71	5.71
2/10/2021	68877	644	228	8	7	339.29	12.57	5.43	370.79	15.29	5.71
2/11/2021	69107	645	230	11	1	285.71	11.71	5.00	354.21	14.29	5.14
2/12/2021	69364	648	257	16	3	261.71	11.43	4.29	341.00	13.71	4.71
2/13/2021	69602	650	238	7	2	229.00	10.57	3.57	324.29	10.93	4.50
2/14/2021	69754	651	152	6	1	222.29	9.57	3.71	316.21	12.57	4.43
2/15/2021	69829	654	75	18	3	203.29	11.00	3.57	300.36	12.64	4.36
2/16/2021	70059	661	230	11	7	201.43	11.00	3.43	285.71	12.50	4.36
2/17/2021	70261	667	202	13	6	197.71	11.71	3.29	268.50	12.14	4.36
2/18/2021	70547	668	286	14	1	205.71	12.14	3.29	245.71	11.93	4.14
2/19/2021	70871	671	324	9	3	215.29	11.14	3.29	238.50	11.29	3.79
2/20/2021	70976	672	105	6	1	196.29	11.00	3.14	212.64	10.79	3.36
2/21/2021	71084	674	108	6	2	190.00	11.00	3.29	206.14	10.29	3.50
2/22/2021	71131	676	47	9	2	186.00	9.71	3.14	194.64	10.36	3.36
2/23/2021	71236	681	105	11	5	168.14	9.71	2.86	184.79	10.36	3.14
2/24/2021	71531	687	295	8	6	181.43	9.00	2.86	189.57	10.36	3.07
2/25/2021	71666	688	135	5	1	159.86	7.71	2.86	182.79	9.93	3.07
2/26/2021	71781	696	115	13	8	130.00	8.29	3.57	172.64	9.71	3.43
2/27/2021	71896	704	115	4	8	131.43	8.00	4.57	163.86	9.50	3.86
2/28/2021	71946	710	50	1	6	123.14	7.29	5.14	156.57	9.14	4.21
3/1/2021	71953	723	7	3	13	117.43	6.43	6.71	151.71	8.07	4.93
3/2/2021	72052	723	99	9	0	116.57	6.14	6.00	142.36	7.93	4.43
3/3/2021	72174	723	122	5	0	91.86	5.71	5.14	136.64	7.36	4.00
3/4/2021	72276	723	102	4	0	87.14	5.57	5.00	123.50	6.64	3.93
3/5/2021	72428	723	152	7	0	92.43	4.71	3.86	111.21	6.50	3.71
3/6/2021	72488	723	60	1	0	84.57	4.29	2.71	108.00	6.14	3.64
3/7/2021	72528	723	40	3	0	83.14	4.57	1.86	103.14	5.93	3.50
3/8/2021	72588	746	60	2	23	90.71	4.43	3.29	104.07	5.43	5.00
3/9/2021	72673	746	85	1	0	88.71	3.29	3.29	102.64	4.71	4.64
3/10/2021	72673				-746	83.17	3.00	-103.29	87.85	3.46	-49.07
3/11/2021	72673				0	79.40	2.80	-103.29	83.92	4.42	-49.14
3/12/2021	72673				0	61.25	1.75	-103.29	81.09	3.64	-49.71
3/13/2021	72673				0	61.67	2.00	-103.29	77.70	3.60	-50.29
3/14/2021	72673				0	72.50	1.50	-103.29	80.78	3.89	-50.71
3/15/2021	72673				0	85.00	1.00	-106.57	90.00	4.00	-51.64
3/16/2021	72673				0	#DIV/0!	#DIV/0!	-106.57	88.71	3.29	-51.64
3/17/2021	72673				0	#DIV/0!	#DIV/0!	0.00	83.17	3.00	-51.64
3/18/2021	72673				0	#DIV/0!	#DIV/0!	0.00	79.40	2.80	-51.64
3/19/2021	72673				0	#DIV/0!	#DIV/0!	0.00	61.25	1.75	-51.64

State of Oklahoma

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Deaths
4/1/2020	719	219	30													
4/2/2020	879	257	34	160	38	4										
4/3/2020	988	289	38	109	32	4										
4/4/2020	1159	316	42	171	27	4										
4/5/2020	1252	330	46	93	14	4										
4/6/2020	1327	340	51	75	10	5										
4/7/2020	1472	376	67	145	36	16										
4/8/2020	1524	390	79	52	14	12			24.43	115.00	22.57	7.00				
4/9/2020	1684	415	80	160	25	1			22.57	115.00	22.57	6.57				
4/10/2020	1794	428	88	110	13	8			19.86	115.14	19.86	7.14				
4/11/2020	1868	446	94	74	18	6			18.57	101.29	18.57	7.43				
4/12/2020	1970	453	96	102	7	2			17.57	102.57	17.57	7.14				
4/13/2020	2069	457	99	99	4	3			16.71	106.00	16.71	6.86				
4/14/2020	2184	488	108	115	31	108			16.00	101.71	16.00	5.86				
4/15/2020	2263	510	123	79	22	15			17.14	105.57	17.14	6.29	110.29	20.79	6.64	6.64
4/16/2020	2357	528	131	94	18	8			16.14	96.14	16.14	7.29	105.57	19.36	6.93	6.93
4/17/2020	2465	541	136	108	13	5			16.14	95.86	16.14	6.86	105.57	18.00	7.00	7.00
4/18/2020	2570	554	139	105	13	3			15.43	100.29	15.43	6.43	100.79	17.00	6.93	6.93
4/19/2020	2599	555	140	29	1	1			14.57	89.86	14.57	6.29	96.21	16.07	6.71	6.71
4/20/2020	2680	561	143	81	6	3			14.86	87.29	14.86	6.29	96.64	15.79	6.57	6.57
4/21/2020	2807	588	164	127	27	21			14.29	89.00	14.29	8.00	95.36	15.14	6.93	6.93
4/22/2020	2894	608	170	87	20	6			14.00	90.14	14.00	6.71	97.86	15.57	6.50	6.50
4/23/2020	3017	622	179	123	14	9			13.43	94.29	13.43	6.86	95.21	14.79	7.07	7.07
4/24/2020	3121	637	188	104	15	9			13.71	93.71	13.71	7.43	94.79	14.93	7.14	7.14
4/25/2020	3193	648	194	72	11	6			13.43	89.00	13.43	7.86	94.64	14.43	7.14	7.14
4/26/2020	3253	653	195	60	5	1			14.00	93.43	14.00	7.86	91.64	14.29	7.07	7.07
4/27/2020	3280	656	197	27	3	2			13.57	85.71	13.57	7.71	86.50	14.21	7.00	7.00
4/28/2020	3410	693	207	130	37	10			15.00	86.14	15.00	6.14	87.57	14.64	7.07	7.07
4/29/2020	3473	703	214	63	10	7			13.57	82.71	13.57	6.29	86.43	13.79	6.50	6.50
4/30/2020	3618	715	222	145	12	8			13.29	85.86	13.29	6.14	90.07	13.36	6.50	6.50
5/1/2020	3758	731	230	140	16	8			13.43	91.00	13.43	6.00	92.36	13.57	6.71	6.71
5/2/2020	3851	743	238	93	12	8			13.57	94.00	13.57	6.29	91.50	13.50	7.07	7.07
5/3/2020	3972	751	238	121	8	0			14.00	102.71	14.00	6.14	98.07	14.00	7.00	7.00
5/4/2020	4044	753	238	72	2	0			13.86	109.14	13.86	5.86	97.43	13.71	6.79	6.79
5/5/2020	4127	773	247	83	20	9			11.43	102.43	11.43	5.71	94.29	13.21	5.93	5.93
5/6/2020	4201	784	253	74	11	6			11.57	104.00	11.57	5.57	93.36	12.57	5.93	5.93
5/7/2020	4330	805	260	129	21	7			12.86	101.71	12.86	5.43	93.79	13.07	5.79	5.79
5/8/2020	4424	815	266	94	10	6			12.00	95.14	12.00	5.14	93.07	12.71	5.57	5.57
5/9/2020	4490	822	270	66	7	4			11.29	91.29	11.29	4.57	92.64	12.43	5.43	5.43
5/10/2020	4589	826	272	99	4	2			10.71	88.14	10.71	4.86	95.43	12.36	5.50	5.50
5/11/2020	4613	828	273	24	2	1			10.71	81.29	10.71	5.00	95.21	12.29	5.43	5.43
5/12/2020	4732	840	278	119	12	5			9.57	86.43	9.57	4.43	94.43	10.50	5.07	5.07
5/13/2020	4852	848	278	120	8	0			9.14	93.00	9.14	3.57	98.50	10.36	4.57	4.57
5/14/2020	4962	858	284	110	10	6			7.57	90.29	7.57	3.43	96.00	10.21	4.43	4.43
5/15/2020	5086	863	285	124	5	1			6.86	94.57	6.86	2.71	94.86	9.43	3.93	3.93
5/16/2020	5237	878	288	151	15	3			8.00	106.71	8.00	2.57	99.00	9.64	3.57	3.57
5/17/2020	5310	880	288	73	2	0			7.71	103.00	7.71	2.29	95.57	9.21	3.57	3.57
5/18/2020	5398	885	288	88	5	0			8.14	112.14	8.14	2.14	96.71	9.43	3.57	3.57
5/19/2020	5489	897	294	91	12	6			8.14	108.14	8.14	2.29	97.29	8.86	3.36	3.36
5/20/2020	5532	905	299	43	8	5			8.14	97.14	8.14	3.00	95.07	8.64	3.29	3.29
5/21/2020	5680	917	304	148	12	5			8.43	102.57	8.43	2.86	96.43	8.00	3.14	3.14

5/22/2020	5849	926	307	169	9	3	109.00	9.00	3.14	101.79	7.93	2.93
5/23/2020	5960	932	311	111	6	4	103.29	7.71	3.29	105.00	7.71	2.93
5/24/2020	6037	938	311	77	6	0	103.86	8.29	3.29	103.43	8.00	2.79
5/25/2020	6090	940	313	53	2	2	98.86	7.86	3.57	105.50	8.00	2.86
5/26/2020	6137	941	318	47	1	5	92.57	6.29	3.43	100.36	7.21	2.86
5/27/2020	6229	962	322	92	21	4	99.57	8.14	3.29	98.36	8.14	3.14
5/28/2020	6270	975	326	41	13	4	84.29	8.29	3.14	93.43	8.36	3.00
5/29/2020	6338	982	329	68	7	3	69.86	8.00	3.14	89.43	8.36	3.14
5/30/2020	6418	985	334	80	3	5	65.43	7.57	3.29	84.36	7.64	3.29
5/31/2020	6506	985	334	88	0	0	67.00	6.71	3.29	85.43	7.50	3.29
6/1/2020	6573	986	334	67	1	0	69.00	6.57	3.00	83.93	7.21	3.29
6/2/2020	6692	994	339	119	8	5	79.29	7.57	3.00	85.93	7.57	3.21
6/3/2020	6805	1003	341	113	9	2	82.29	5.86	2.71	90.93	7.00	3.00
6/4/2020	6907	1014	344	102	11	3	91.00	5.57	2.57	87.64	6.93	2.86
6/5/2020	7003	1026	345	96	12	1	95.00	6.29	2.29	82.43	7.14	2.71
6/6/2020	7059	1029	347	56	3	2	91.57	6.29	1.86	78.50	6.93	2.57
6/7/2020	7150	1035	348	91	6	1	92.00	7.14	2.00	79.50	6.93	2.64
6/8/2020	7205	1039	348	55	4	0	90.29	7.57	2.00	79.64	7.07	2.50
6/9/2020	7363	1061	353	158	22	5	95.86	9.57	2.00	87.57	8.57	2.50
6/10/2020	7480	1075	355	117	14	2	96.43	10.29	2.00	89.36	8.07	2.36
6/11/2020	7626	1092	357	146	17	2	102.71	11.14	1.86	96.86	8.36	2.21
6/12/2020	7848	1103	359	222	11	2	120.71	11.00	2.00	107.86	8.64	2.14
6/13/2020	8073	1111	359	225	8	0	144.86	11.71	1.71	118.21	9.00	1.79
6/14/2020	8231	1116	359	158	5	0	154.43	11.57	1.57	123.21	9.36	1.79
6/15/2020	8417	1117	359	186	1	0	173.14	11.14	1.57	131.71	9.36	1.79
6/16/2020	8645	1130	363	228	13	4	183.14	9.86	1.43	139.50	9.71	1.71
6/17/2020	8904	1146	364	259	16	1	203.43	10.14	1.29	149.93	10.21	1.64
6/18/2020	9354	1183	366	450	37	2	246.86	13.00	1.29	174.79	12.07	1.57
6/19/2020	9706	1209	367	352	26	1	265.43	15.14	1.14	193.07	13.07	1.57
6/20/2020	10037	1229	368	331	20	1	280.57	16.86	1.29	212.71	14.29	1.50
6/21/2020	10515	1319	369	478	14	1	326.29	18.14	1.43	240.36	14.86	1.50
6/22/2020	10733	1268	369	218	25	0	330.86	21.57	1.43	252.00	16.36	1.50
6/23/2020	11028	1288	371	295	20	2	340.43	22.57	1.14	261.79	16.21	1.29
6/24/2020	11510	1319	372	482	31	1	372.29	24.71	1.14	287.86	17.43	1.21
6/25/2020	11948	1336	375	438	17	3	370.57	21.86	1.29	308.71	17.43	1.29
6/26/2020	12343	1393	377	395	57	2	376.71	26.29	1.43	321.07	20.71	1.29
6/27/2020	12642	1440	384	299	47	7	372.14	30.14	2.29	326.36	23.50	1.79
6/28/2020	12944	1456	385	302	16	1	347.00	30.43	2.29	336.64	24.29	1.86
6/29/2020	13172	1489	385	228	33	0	348.43	31.57	2.29	339.64	26.57	1.86
6/30/2020	13757	1520	387	585	31	2	389.86	33.14	2.29	365.14	27.86	1.71
7/1/2020	14112	1553	389	355	33	2	371.71	33.43	2.43	372.00	29.07	1.79
7/2/2020	14539	1615	395	427	62	6	370.14	39.86	2.86	370.36	30.86	2.07
7/3/2020	15065	1661	398	526	46	3	388.86	38.29	3.00	382.79	32.29	2.21
7/4/2020	15645	1676	398	580	15	0	429.00	33.71	2.00	400.57	31.93	2.14
7/5/2020	15928	1685	398	283	9	0	426.29	32.71	1.86	386.64	31.57	2.07
7/6/2020	16362	1689	399	434	4	1	455.71	28.57	2.00	402.07	30.07	2.14
7/7/2020	17220	1741	404	858	52	5	494.71	31.57	2.43	442.29	32.36	2.36
7/8/2020	17893	1804	407	673	63	3	540.14	35.86	2.57	455.93	34.64	2.50
7/9/2020	18496	1893	410	603	89	3	555.29	39.71	2.14	467.71	39.79	2.50
7/10/2020	19092	1949	416	596	56	6	575.29	41.14	2.57	482.07	39.71	2.79
7/11/2020	19779	1992	421	687	43	5	590.57	45.14	3.29	509.79	39.43	2.64
7/12/2020	20235	2032	422	456	40	1	615.29	49.57	3.43	520.79	41.14	2.64
7/13/2020	20745	2063	424	510	31	2	626.14	53.43	3.57	540.93	41.00	2.79
7/14/2020	21738	2116	428	993	53	4	645.43	53.57	3.43	570.07	42.57	2.93
7/15/2020	22813	2170	432	1075	54	4	702.86	52.29	3.57	621.50	44.07	3.07

7/16/2020	23441	2218	438	628	48	6	706.43	46.43	4.00	635.86	43.07	3.07
7/17/2020	24140	2289	445	699	71	7	721.14	48.57	4.14	648.21	44.86	3.36
7/18/2020	25056	2375	451	916	86	6	753.86	54.71	4.29	672.21	49.93	3.79
7/19/2020	25265	2388	451	209	13	0	718.57	50.86	4.14	666.93	50.21	3.79
7/20/2020	25433	2403	452	168	15	1	669.71	48.57	4.00	647.93	51.00	3.79
7/21/2020	26326	2429	461	893	26	9	655.43	44.71	4.71	650.43	49.14	4.07
7/22/2020	27301	2540	474	975	111	13	641.14	52.86	6.00	672.00	52.57	4.79
7/23/2020	27969	2596	477	668	56	3	646.86	54.00	5.57	676.64	50.21	4.79
7/24/2020	29116	2687	484	1147	91	7	710.86	56.86	5.57	716.00	52.71	4.86
7/25/2020	30081	2768	496	965	81	12	717.86	56.14	6.43	735.86	55.43	5.36
7/26/2020	31285	2835	496	1204	67	0	860.00	63.86	6.43	789.29	57.36	5.29
7/27/2020	32686	2872	496	1401	37	0	1036.14	67.00	6.29	852.93	57.79	5.14
7/28/2020	33775	2987	509	1089	115	13	1064.14	79.71	6.86	859.79	62.21	5.79
7/29/2020	34623	3041	523	848	54	14	1046.00	71.57	7.00	843.57	62.21	6.50
7/30/2020	35740	3104	536	1117	63	13	1110.14	72.57	8.43	878.50	63.29	7.00
7/31/2020	36487	3161	541	747	57	5	1053.00	67.71	8.14	881.93	62.29	6.86
8/1/2020	37731	3228	549	1244	67	8	1092.86	65.71	7.57	905.36	60.93	7.00
8/2/2020	38225	3241	550	494	13	1	991.43	58.00	7.71	925.71	60.93	7.07
8/3/2020	38602	3275	551	377	34	1	845.14	57.57	7.86	940.64	62.29	7.07
8/4/2020	39463	3375	566	861	100	15	812.57	55.43	8.14	938.36	67.57	7.50
8/5/2020	40564	3445	583	1101	70	17	848.71	57.71	8.57	947.36	64.64	7.79
8/6/2020	41401	3497	593	837	52	10	808.71	56.14	8.14	959.43	64.36	8.29
8/7/2020	42255	3555	600	854	58	7	824.00	56.29	8.43	938.50	62.00	8.29
8/8/2020	43080	3594	603	825	39	3	764.14	52.29	7.71	928.50	59.00	7.64
8/9/2020	43566	3605	603	486	11	0	763.00	52.00	7.57	877.21	55.00	7.64
8/10/2020	43963	3625	605	397	20	2	765.86	50.00	7.71	805.50	53.79	7.79
8/11/2020	44728	3760	618	765	135	13	752.14	55.00	7.43	782.36	55.21	7.79
8/12/2020	45398	3842	627	670	82	9	690.57	56.71	6.29	769.64	57.21	7.43
8/13/2020	46103	3901	638	705	59	11	671.71	57.71	6.43	740.21	56.93	7.29
8/14/2020	46897	3953	644	794	52	6	663.14	56.86	6.29	743.57	56.57	7.36
8/15/2020	47798	3998	657	901	45	13	674.00	57.71	7.71	719.07	55.00	7.71
8/16/2020	48342	4013	661	544	15	4	682.29	58.29	8.29	722.64	55.14	7.93
8/17/2020	48711	4021	665	369	8	4	678.29	56.57	8.57	722.07	53.29	8.14
8/18/2020	49325	4115	682	614	94	17	656.71	50.71	9.14	704.43	52.86	8.29
8/19/2020	49923	4192	699	598	77	17	646.43	50.00	10.29	668.50	53.36	8.29
8/20/2020	50669	4268	709	746	76	10	652.29	52.43	10.14	662.00	55.07	8.29
8/21/2020	51746	4316	715	1077	48	6	692.71	51.86	10.14	677.93	54.36	8.21
8/22/2020	52599	4368	725	853	52	10	685.86	52.86	9.71	679.93	55.29	8.71
8/23/2020	53165	4422	726	566	54	1	689.00	58.43	9.29	685.64	58.36	8.79
8/24/2020	53522	4431	730	357	9	4	687.29	58.57	9.29	682.79	57.57	8.93
8/25/2020	54172	4527	744	650	96	14	692.43	58.86	8.86	674.57	54.79	9.00
8/26/2020	54838	4609	763	666	82	19	702.14	59.57	9.14	674.29	54.79	9.71
8/27/2020	55550	4673	778	712	64	15	697.29	57.86	9.86	674.79	55.14	10.00
8/28/2020	56260	4719	786	710	46	8	644.86	57.57	10.14	668.79	54.71	10.14
8/29/2020	57353	4794	797	1093	75	11	679.14	60.86	10.29	682.50	56.86	10.00
8/30/2020	58020	4814	799	667	20	2	693.57	56.00	10.43	691.29	57.21	9.86
8/31/2020	58733	4821	800	713	7	1	744.43	55.71	10.00	715.86	57.14	9.64
9/1/2020	59399	4903	809	666	82	9	746.71	53.71	9.29	719.57	56.29	9.07
9/2/2020	60118	4961	821	719	58	12	754.29	50.29	8.29	728.21	54.93	8.71
9/3/2020	61027	5013	835	909	52	14	782.43	48.57	8.14	739.86	53.21	9.00
9/4/2020	62040	5061	846	1013	48	11	825.71	48.86	8.57	735.29	53.21	9.36
9/5/2020	63187	5105	850	1147	44	4	833.43	44.43	7.57	756.29	52.64	8.93
9/6/2020	63607	5105	853	420	0	3	798.14	41.57	7.71	745.86	48.79	9.07
9/7/2020	64220	5113	854	613	8	1	783.86	41.71	7.71	764.14	48.71	8.86
9/8/2020	65053	5137	863	833	24	9	807.71	33.43	7.71	777.21	43.57	8.50

9/9/2020	66700	5253	876	1647	116	13	940.29	41.71	7.86	847.29	46.00	8.07
9/10/2020	67642	5318	876	942	65	0	945.00	43.57	5.86	863.71	46.07	7.00
9/11/2020	68659	5369	888	1017	51	12	945.57	44.00	6.00	885.64	46.43	7.29
9/12/2020	68659	5424	899	0	55	11	781.71	45.57	7.00	807.57	45.00	7.29
9/13/2020	69354	5451	905	695	27	6	821.00	49.43	7.43	809.57	45.50	7.57
9/14/2020	70223	5466	905	869	15	0	857.57	50.43	7.29	820.71	46.07	7.50
9/15/2020	71314	5562	912	1091	96	7	894.43	60.71	7.00	851.07	47.07	7.36
9/16/2020	72284	5610	924	970	48	12	797.71	51.00	6.86	869.00	46.36	7.36
9/17/2020	73318	5698	930	1034	88	6	810.86	54.29	7.71	877.93	48.93	6.79
9/18/2020	74567	5755	939	1249	57	9	844.00	55.14	7.29	894.79	49.57	6.64
9/19/2020	75804	5843	943	1237	88	4	1020.71	59.86	6.29	901.21	52.71	6.64
9/20/2020	76807	5872	946	1003	29	3	1064.71	60.14	5.86	942.86	54.79	6.64
9/21/2020	77908	5896	948	1101	24	2	1097.86	61.43	6.14	977.71	55.93	6.71
9/22/2020	79072	5996	962	1164	100	14	1108.29	62.00	7.14	1001.36	61.36	7.07
9/23/2020	80161	6057	970	1089	61	8	1125.29	63.86	6.57	961.50	57.43	6.71
9/24/2020	82520	6130	981	2359	73	11	1314.57	61.71	7.29	1062.71	58.00	7.50
9/25/2020	82520	6192	993	0	62	12	1136.14	62.43	7.71	990.07	58.79	7.50
9/26/2020	83510	6252	1004	990	60	11	1100.86	58.43	8.71	1060.79	59.14	7.50
9/27/2020	84333	6267	1006	823	15	2	1075.14	56.43	8.57	1069.93	58.29	7.21
9/28/2020	85194	6273	1007	861	6	1	1040.86	53.86	8.43	1069.36	57.64	7.29
9/29/2020	86219	6336	1018	1025	63	11	1021.00	48.57	8.00	1064.64	55.29	7.57
9/30/2020	87199	6449	1031	980	113	13	1005.43	56.00	8.71	1065.36	59.93	7.64
10/1/2020	88369	6510	1035	1170	61	4	835.57	54.29	7.71	1075.07	58.00	7.50
10/2/2020	89559	6569	1044	1190	59	9	1005.57	53.86	7.29	1070.86	58.14	7.50
10/3/2020	90748	6634	1051	1189	65	7	1034.00	54.57	6.71	1067.43	56.50	7.71
10/4/2020	91317	6653	1052	569	19	1	997.71	55.14	6.57	1036.43	55.79	7.57
10/5/2020	91982	6674	1055	665	21	3	969.71	57.29	6.86	1005.29	55.57	7.64
10/6/2020	93346	6816	1066	1364	142	11	1018.14	68.57	6.86	1019.57	58.57	7.43
10/7/2020	94352	6929	1075	1006	113	9	1021.86	68.57	6.29	1013.64	62.29	7.50
10/8/2020	95564	7022	1085	1212	93	10	1027.86	73.14	7.14	931.71	63.71	7.43
10/9/2020	97088	7124	1091	1524	102	6	1075.57	79.29	6.71	1040.57	66.57	7.00
10/10/2020	98621	7218	1095	1533	94	4	1124.71	83.43	6.29	1079.36	69.00	6.50
10/11/2020	99387	7238	1098	766	20	3	1152.86	83.57	6.57	1075.29	69.36	6.57
10/12/2020	100184	7284	1104	797	46	6	1171.71	87.14	7.00	1070.71	72.21	6.93
10/13/2020	101493	7415	1119	1309	131	15	1163.86	85.57	7.57	1091.00	77.07	7.21
10/14/2020	102615	7529	1132	1122	114	13	1180.43	85.71	8.14	1101.14	77.14	7.21
10/15/2020	103836	7601	1143	1221	72	11	1181.71	82.71	8.29	1104.79	77.93	7.71
10/16/2020	105308	7679	1154	1472	78	11	1174.29	79.29	9.00	1124.93	79.29	7.86
10/17/2020	106503	7770	1168	1195	91	14	1126.00	78.86	10.43	1125.36	81.14	8.36
10/18/2020	107299	7798	1171	796	28	3	1130.29	80.00	10.43	1141.57	81.79	8.50
10/19/2020	108073	7815	1173	774	17	2	1127.00	75.86	9.86	1149.36	81.50	8.43
10/20/2020	109548	7964	1191	1475	149	18	1150.71	78.43	10.29	1157.29	82.00	8.93
10/21/2020	110855	8077	1210	1307	113	19	1177.14	78.29	11.14	1178.79	82.00	9.64
10/22/2020	112483	8170	1221	1628	93	11	1235.29	81.29	11.14	1208.50	82.00	9.71
10/23/2020	113856	8265	1234	1373	95	13	1221.14	83.71	11.43	1197.71	81.50	10.21
10/24/2020	115685	8360	1245	1829	95	11	1311.71	84.29	11.00	1218.86	81.57	10.71
10/25/2020	116736	8386	1249	1051	26	4	1348.14	84.00	11.14	1239.21	82.00	10.79
10/26/2020	117399	8408	1251	663	22	2	1332.29	84.71	11.14	1229.64	80.29	10.50
10/27/2020	118409	8540	1273	1010	132	22	1265.86	82.29	11.71	1208.29	80.36	11.00
10/28/2020	119152	8609	1286	743	69	13	1185.29	76.00	10.86	1181.21	77.14	11.00
10/29/2020	120193	8688	1306	1041	79	20	1101.43	74.00	12.14	1168.36	77.64	11.64
10/30/2020	121495	8778	1326	1302	90	20	1091.29	73.29	13.14	1156.21	78.50	12.29
10/31/2020	122762	8889	1337	1267	111	11	1011.00	75.57	13.71	1161.36	79.93	12.07
11/1/2020	124111	8911	1345	1349	22	8	1053.57	75.00	13.71	1200.86	79.50	12.43
11/2/2020	125195	8934	1354	1084	23	9	1113.71	75.14	14.71	1223.00	79.93	12.93

11/3/2020	126526	9104	1375	1331	170	21	1159.57	80.57	14.57	1212.71	81.43	13.14
11/4/2020	127772	9219	1392	1246	115	17	1231.43	87.14	15.14	1208.36	81.57	13.00
11/5/2020	129873	9338	1413	2101	119	21	1382.86	92.86	15.29	1242.14	83.43	13.71
11/6/2020	131751	9438	1429	1878	100	16	1465.14	94.29	14.71	1278.21	83.79	13.93
11/7/2020	131751	9438	1429	1878	0	0	1284.14	78.43	13.14	1147.57	77.00	13.14
11/8/2020	136258	9570	1438	4507	132	9	1735.29	94.14	13.29	1394.43	84.57	13.50
11/9/2020	138455	9621	1444	2197	51	6	1894.29	98.14	12.86	1504.00	86.64	13.79
11/10/2020	140157	9682	1451	1702	61	7	1947.29	82.57	10.86	1553.43	81.57	12.71
11/11/2020	142334	9868	1470	2171	186	19	2080.29	92.71	11.14	1655.86	89.93	13.14
11/12/2020	144691	10030	1481	2357	162	11	2116.86	98.86	9.71	1749.86	95.86	12.50
11/13/2020	147358	10106	1493	2667	76	12	2229.57	95.43	9.14	1847.36	94.86	11.93
11/14/2020	150205	10271	1516	2847	165	23	2636.29	119.00	12.43	1960.21	98.71	12.79
11/15/2020	154128	10372	1528	3923	101	12	2552.86	114.57	12.86	2144.07	104.36	13.07
11/16/2020	156857	10417	1538	2729	45	10	2628.86	113.71	13.43	2261.57	105.93	13.14
11/17/2020	158408	10481	1544	1551	64	6	2607.29	114.14	13.29	2277.29	98.36	12.07
11/18/2020	161425	10687	1570	3017	206	26	2727.29	117.00	14.29	2403.79	104.86	12.71
11/19/2020	164340	10836	1588	2915	149	18	2807.00	115.14	15.29	2461.93	107.00	12.50
11/20/2020	167261	11020	1603	2921	184	15	2843.29	130.57	15.71	2536.43	113.00	12.43
11/21/2020	170924	11184	1624	3663	164	21	2959.86	130.43	15.43	2798.07	124.71	13.93
11/22/2020	174330	11333	1634	3406	149	10	2886.00	137.29	15.14	2719.43	125.93	14.00
11/23/2020	177874	11368	1649	3544	35	15	3002.43	135.86	15.86	2815.64	124.79	14.64
11/24/2020	180610	11445	1664	2736	77	15	3171.71	137.71	17.14	2889.50	125.93	15.21
11/25/2020	184342	11708	1680	3732	263	16	3273.86	145.86	15.71	3000.57	131.43	15.00
11/26/2020	187567	11898	1704	3225	190	24	3318.14	151.71	16.57	3062.57	133.43	15.93
11/27/2020	187567	11898	1704	3225	0	0	2900.86	125.43	14.43	2872.07	128.00	15.07
11/28/2020	193824	12080	1717	6257	182	13	3271.43	128.00	13.29	3115.64	129.21	14.36
11/29/2020	195545	12221	1736	1721	141	19	3030.71	126.86	14.57	2958.36	132.07	14.86
11/30/2020	197745	12258	1743	2200	37	7	2838.71	127.14	13.43	2920.57	131.50	14.64
12/1/2020	199482	12293	1758	1737	35	15	2696.00	121.14	13.43	2933.86	129.43	15.29
12/2/2020	202341	12578	1812	2859	285	54	2571.29	124.29	18.86	2922.57	135.07	17.29
12/3/2020	204048	12773	1836	1707	195	24	3254.43	125.00	18.86	2836.29	138.36	17.71
12/4/2020	208875	12949	1860	4827	176	24	3044.00	150.14	22.29	2972.43	137.79	18.36
12/5/2020	213245	13128	1874	4370	179	14	2774.43	149.71	22.43	3022.93	138.86	17.86
12/6/2020	216486	13128	1896	3241	0	22	2991.57	129.57	22.86	3011.14	128.21	18.71
12/7/2020	218389	13373	1911	1903	245	15	2949.14	159.29	24.00	2893.93	143.21	18.71
12/8/2020	220686	13392	1922	2297	19	11	3029.14	157.00	23.43	2862.57	139.07	18.43
12/9/2020	222993	13636	1945	2307	244	23	2950.29	151.14	19.00	2760.79	137.71	18.93
12/10/2020	225453	13782	1980	2460	146	35	3057.86	144.14	20.57	2706.14	134.57	19.71
12/11/2020	225453	13782	1980	2460	0	0	2368.29	119.00	17.14	2706.14	134.57	19.71
12/12/2020	233336	14170	2042	7883	388	62	2870.14	148.86	24.00	2822.29	149.29	23.21
12/13/2020	237668	14328	2064	4332	158	22	3026.00	171.43	24.00	3008.79	150.50	23.43
12/14/2020	239767	14362	2072	2099	34	8	3054.00	141.29	23.00	3001.57	150.29	23.50
12/15/2020	241991	14408	2086	2224	46	14	3043.57	145.14	23.43	3036.36	151.07	23.43
12/16/2020	245229	14665	2128	3238	257	42	3176.57	147.00	26.14	3063.43	149.07	22.57
12/17/2020	248404	14821	2144	3175	156	16	3278.71	148.43	23.43	3168.29	146.29	22.00
12/18/2020	251760	14970	2161	3356	149	17	3758.14	169.71	25.86	3063.21	144.36	21.50
12/19/2020	255868	15131	2189	4108	161	28	3218.86	137.29	21.00	3044.50	143.07	22.50
12/20/2020	260838	15309	2212	4970	178	23	3310.00	140.14	21.14	3168.00	155.79	22.57
12/21/2020	263434	15358	2218	2596	49	6	3381.00	142.29	20.86	3217.50	141.79	21.93
12/22/2020	265620	15404	2240	2186	46	22	3375.57	142.29	22.00	3209.57	143.71	22.71
12/23/2020	269276	15678	2283	3656	274	43	3435.29	144.71	22.14	3305.93	145.86	24.14
12/24/2020	272553	15912	2328	3277	234	45	3449.86	155.86	26.29	3364.29	152.14	24.86
12/25/2020	276508	16122	2357	3955	210	29	3535.43	164.57	28.00	3646.79	167.14	26.93
12/26/2020	278966	16277	2357	2458	155	0	3299.71	163.71	24.00	3259.29	150.50	22.50
12/27/2020	279139	16289	2370	173	12	13	2614.43	140.00	22.57	2962.21	140.07	21.86

12/28/2020	282587	16336	2383	3448	47	13	2736.14	139.71	23.57	3058.57	141.00	22.21
12/29/2020	283781	16426	2405	1194	90	22	2594.43	146.00	23.57	2985.00	144.14	22.79
12/30/2020	287030	16813	2453	3249	387	48	2536.29	162.14	24.29	2985.79	153.43	23.21
12/31/2020	290936	17059	2489	3906	246	36	2626.14	163.86	23.00	3038.00	159.86	24.64
1/1/2021	296055	17247	2527	5119	188	38	2792.43	160.71	24.29	3163.93	162.64	26.14
1/2/2021	301057	17401	2527	5002	154	0	3155.86	160.57	24.29	3227.79	162.14	24.14
1/3/2021	304072	17441	2547	3015	40	20	3561.86	164.57	25.29	3088.14	152.29	23.93
1/4/2021	306771	17493	2552	2699	52	5	3454.86	165.29	24.14	3095.50	152.50	23.86
1/5/2021	308268	17554	2633	1497	17554	81	3506.14	161.14	32.57	3046.29	153.57	28.07
1/6/2021	311573	17886	2633	3305	332	0	3506.14	153.29	25.71	3021.21	157.71	25.00
1/7/2021	315354	18193	2672	3781	307	39	3488.29	162.00	26.14	3057.21	162.93	24.57
1/8/2021	320586	18418	2703	5232	225	31	3504.43	167.29	25.14	3148.43	164.00	24.71
1/9/2021	324875	18638	2738	4289	220	35	3402.57	176.71	30.14	3279.21	168.64	27.21
1/10/2021	331362	18824	2761	6487	186	23	3898.57	197.57	30.57	3730.21	181.07	27.93
1/11/2021	335247	18885	2775	18885	61	14	4068.00	198.86	31.86	3761.43	182.07	28.00
1/12/2021	337457	18952	2804	2210	67	29	4169.86	199.71	24.43	3834.00	180.43	28.50
1/13/2021	341364	19199	2848	3907	247	44	4255.86	187.57	30.71	3881.00	170.43	28.21
1/14/2021	344506	19460	2882	3142	261	34	4164.57	181.00	30.00	3826.43	171.50	28.43
1/15/2021	348044	19616	2925	3538	156	43	3922.57	171.14	31.71	3713.50	169.21	28.07
1/16/2021	351665	19806	2952	3621	190	27	3827.14	166.86	30.57	3614.86	171.79	30.36
1/17/2021	354979	20036	2987	3314	230	35	3373.86	173.14	32.29	3636.21	185.36	31.43
1/18/2021	356816	20063	2994	1837	27	7	3081.29	168.29	31.29	3574.64	183.57	31.57
1/19/2021	358374	20095	3037	1558	32	43	2988.14	163.29	33.29	3579.00	181.50	28.86
1/20/2021	360360	20295	3085	1986	200	48	2713.71	156.57	33.86	3484.79	172.07	32.29
1/21/2021	363046	20595	3140	2686	210	55	2648.57	149.29	36.86	3406.57	165.14	33.43
1/22/2021	365990	20692	3187	2944	187	47	2563.71	153.71	37.43	3243.14	162.43	34.57
1/23/2021	370149	20849	3231	4159	157	44	2640.57	149.00	39.86	3233.86	157.93	35.21
1/24/2021	373090	21020	3279	2941	171	48	2587.29	140.57	41.71	2980.57	156.86	37.00
1/25/2021	374853	21053	3293	1763	33	14	2576.71	141.43	42.71	2829.00	154.86	37.00
1/26/2021	376424	21093	3323	1571	40	30	2578.57	142.57	40.86	2783.36	145.93	37.07
1/27/2021	379110	21314	3388	21314	221	65	2678.57	145.57	43.29	2696.14	151.07	38.57
1/28/2021	381430	21478	3423	2320	164	35	2626.29	139.00	40.43	2637.43	144.14	38.64
1/29/2021	384217	21620	3471	2787	142	48	2603.86	132.57	40.57	2583.79	143.14	39.00
1/30/2021	386590	21768	3504	2373	148	33	2348.71	131.29	39.00	2494.64	140.14	39.43
1/31/2021	389472	21921	3547	2882	153	43	2340.29	128.71	38.29	2463.79	134.64	40.00
2/1/2021	390868	21957	3564	1396	36	17	2287.86	129.14	38.71	2432.29	135.29	40.71
2/2/2021	392164	21996	3602	1296	39	38	2248.57	129.00	39.86	2413.57	135.79	40.36
2/3/2021	394283	22167	3654	2119	171	52	2167.57	121.86	38.00	2423.07	133.71	40.64
2/4/2021	397065	22317	3681	2782	150	27	2233.57	119.86	36.86	2429.93	129.43	38.64
2/5/2021	399727	22453	3710	2662	136	29	2215.71	119.00	34.14	2409.79	125.79	37.36
2/6/2021	401780	22593	3761	2053	140	51	2170.00	117.86	36.71	2259.36	124.57	37.86
2/7/2021	403954	22751	3813	2174	158	52	2068.86	118.57	38.00	2204.57	123.64	38.14
2/8/2021	404994	22774	3817	1040	23	4	2018.00	116.71	36.14	2152.93	122.93	37.43
2/9/2021	406064	22789	3870	1070	15	53	1985.71	113.29	38.29	2117.14	121.14	39.07
2/10/2021	407724	22930	3900	1660	141	30	1920.14	109.00	35.14	2043.86	115.43	36.57
2/11/2021	409401	23020	3948	1677	90	48	1762.29	100.43	38.14	1997.93	110.14	37.50
2/12/2021	410818	23085	3959	1417	65	11	1584.43	90.29	35.57	1900.07	104.64	34.86
2/13/2021	412276	23150	3994	1458	65	35	1499.43	79.57	33.29	1834.71	98.71	35.00
2/14/2021	413542	23248	4024	1266	98	30	1369.71	71.00	30.14	1719.29	94.79	34.07
2/15/2021	414772	23256	4041	730	8	17	1325.43	68.86	32.00	1671.71	92.79	34.07
2/16/2021	414780	23270	4061	508	14	20	1245.14	68.71	27.29	1615.43	91.00	32.79
2/17/2021	415858	23392	4089	1078	122	28	1162.00	66.00	27.00	1541.07	87.50	31.07
2/18/2021	416476	23464	4112	618	72	23	1010.71	63.43	23.43	1386.50	81.93	30.79
2/19/2021	417345	23537	4132	869	73	20	932.43	64.57	23.43	1258.43	77.43	30.14
2/20/2021	418318	23606	4155	973	69	23	863.14	65.14	23.00	1181.29	72.36	28.14

2/21/2021	419354	23667	4181	1036	61	26	830.29	59.86	22.43	1100.00	65.43	26.29
2/22/2021	419853	23684	4203	499	17	22	797.29	61.14	23.14	1061.36	65.00	27.57
2/23/2021	420212	23700	4227	359	16	24	776.00	61.43	23.71	1010.57	65.07	25.50
2/24/2021	421010	23768	4264	798	68	37	736.00	53.71	25.00	949.00	59.86	26.00
2/25/2021	422156	23813	4302	1146	45	38	811.43	49.86	27.14	911.07	56.64	25.29
2/26/2021	423023	23879	4320	867	66	18	811.14	48.86	26.86	871.79	56.71	25.79
2/27/2021	423802	23909	4379	779	30	59	783.43	43.29	32.00	823.29	54.21	27.50
2/28/2021	424508	23985	4428	706	76	49	736.29	45.43	35.29	783.29	52.64	28.86
3/1/2021	424888	23995	4478	380	10	50	719.29	44.43	39.29	758.29	52.79	31.21
3/2/2021	424999	23999	4534	111	4	56	683.86	42.71	43.86	729.93	52.07	33.79
3/3/2021	425746	24064	4534	747	65	0	676.57	42.29	38.57	706.29	48.00	31.79
3/4/2021	426641	24103	4534	895	39	0	640.71	41.43	33.14	726.07	45.64	30.14
3/5/2021	427558	24157	4534	917	54	0	647.86	39.71	30.57	729.50	44.29	28.71
3/6/2021	428536	24277	4534	978	120	0	676.29	52.57	22.14	729.86	47.93	27.07
3/7/2021	428997	24322	4534	461	45	0	641.29	48.14	15.14	688.79	46.79	25.21
3/8/2021	429162	24331	4534	165	9	0	610.57	48.00	8.00	664.93	46.21	23.64
3/9/2021	429432	24350	4701	270	19	167	633.29	50.14	23.86	658.57	46.43	33.86
3/10/2021	430250	24419	4701	818	69	0	643.43	50.71	23.86	660.00	46.50	31.21
3/11/2021				-430250	-24419	-4701	-60948.71	-3443.29	-647.71	-30154.00	-1700.93	-307.29
3/12/2021				0	0	0	-61079.71	-3451.00	-647.71	-30215.93	-1705.64	-308.57
3/13/2021				0	0	0	-61219.43	-3468.14	-647.71	-30271.57	-1707.79	-312.79
3/14/2021				0	0	0	-61285.29	-3474.57	-647.71	-30322.00	-1713.21	-316.29
3/15/2021				0	0	0	-61308.86	-3475.86	-647.71	-30349.14	-1713.93	-319.86
3/16/2021				0	0	0	-61347.43	-3478.57	-671.57	-30357.07	-1714.21	-323.86
3/17/2021				0	0	0	-61464.29	-3488.43	-671.57	-30410.43	-1718.86	-323.86
3/18/2021				0	0	0	0.00	0.00	0.00	-30474.36	-1721.64	-323.86
3/19/2021				0	0	0	0.00	0.00	0.00	-30539.86	-1725.50	-323.86
3/20/2021				0	0	0	0.00	0.00	0.00	-30609.71	-1734.07	-323.86
3/21/2021				0	0	0	0.00	0.00	0.00	-30642.64	-1737.29	-323.86
3/22/2021				0	0	0	0.00	0.00	0.00	-30654.43	-1737.93	-323.86
3/23/2021				0	0	0	0.00	0.00	0.00	-30673.71	-1739.29	-335.79
3/24/2021				0	0	0	0.00	0.00	0.00	-30732.14	-1744.21	-335.79
3/25/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/26/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/27/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/28/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/29/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/30/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/31/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/1/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/2/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/3/2021				0	0	0	0.00	0.00	0.00	0.00	0.00	0.00

Glenpool

	Cumulative			Active			Daily Change			Rolling Averages (7-day)			Rolling Averages (14-day)			
	Infections	Recovered	Deaths	Cases	Infections	Recovered	Deaths	Infections	Recovered	Deaths	Infections	Recovered	Deaths	Infections	Recovered	Deaths
4/1/2020	3		0		3											
4/7/2020	11		0		8											
4/14/2020	13		0		2											
4/21/2020	14		0		1											
5/12/2020	18		0		4											
5/19/2020	19		0		1											
6/2/2020	20		0		1											
6/9/2020	29		0		9											
6/16/2020	50		0		21											
6/23/2020	95		0		45											
6/30/2020	120		0		25											
7/7/2020	149		0		29											
7/14/2020	174		0		25											
7/21/2020	190		0		16											
7/28/2020	225	186	0	39	35											
7/30/2020	230	190	0	40	5	4	0									
7/31/2020																
8/1/2020	235	203	0	32	5	13	0									
8/2/2020																
8/3/2020	239	206	0	33	4	3	0									
8/4/2020	247	212	0	35	8	6	0									
8/5/2020	252	217	0	35	5	5	0	5.40	6.20	0.00	5.40	6.20	0.20			
8/6/2020	255	223	1	32	3	6	1	5.33	6.00	0.20	5.33	6.00	0.20			
8/7/2020	255	226	1	29	0	3	0	2.67	6.00	0.17	2.67	6.00	0.17			
8/8/2020	262	231	1	31	7	5	0	3.33	4.67	0.17	3.33	4.67	0.17			
8/9/2020	262	231	1	31	0	0	0	2.33	4.00	0.14	2.33	4.00	0.14			
8/10/2020	262	232	1	30	0	1	0	2.33	3.71	0.14	2.33	3.71	0.14			
8/11/2020	262	241	1	0	21	9	0	0.00	4.14	0.14	0.00	4.14	0.14			
8/12/2020	262	245	2	17	0	4	1	0.00	4.00	0.29	0.00	4.00	0.29	3.08	4.92	0.17
8/13/2020	264	248	2	16	2	3	0	0.67	3.57	0.14	0.67	3.57	0.14	2.83	4.83	0.17
8/14/2020	266	248	2	18	2	0	0	1.33	3.14	0.14	1.33	3.14	0.14	2.77	4.46	0.15
8/15/2020	270	248	2	22	4	0	0	2.67	2.43	0.14	2.67	2.43	0.14	2.69	3.46	0.15
8/16/2020	272	249	2	23	2	1	0	2.67	2.57	0.14	2.67	2.57	0.14	2.64	3.29	0.14
8/17/2020	273	249	2	24	1	0	0	2.33	2.43	0.14	2.33	2.43	0.14	2.43	3.07	0.14
8/18/2020	275	251	2	24	2	2	0	1.67	1.43	0.14	1.67	1.43	0.14	2.00	2.79	0.14
8/19/2020	278	251	2	27	3	0	0	2.00	0.86	0.00	2.00	0.86	0.00	1.86	2.43	0.14
8/20/2020	280	252	3	28	2	1	1	2.33	0.57	0.14	2.33	0.57	0.14	1.79	2.07	0.14
8/21/2020	283	252	3	31	3	0	0	2.67	0.57	0.14	2.67	0.57	0.14	2.00	1.86	0.14
8/22/2020	284	252	3	32	1	0	0	2.00	0.57	0.14	2.00	0.57	0.14	1.57	1.50	0.14
8/23/2020	286	254	3	32	2	2	0	2.00	0.71	0.14	2.00	0.71	0.14	1.71	1.64	0.14
8/24/2020	289	254	3	35	3	0	0	2.00	0.71	0.14	2.00	0.71	0.14	1.93	1.57	0.14
8/25/2020	291	255	3	36	2	1	0	2.33	0.57	0.14	2.33	0.57	0.14	2.07	1.00	0.14
8/26/2020	294	260	3	34	3	5	0	2.67	1.29	0.14	2.67	1.29	0.14	2.29	1.07	0.07
8/27/2020	295	262	3	33	1	2	0	2.00	1.43	0.00	2.00	1.43	0.00	2.21	1.00	0.07
8/28/2020	297	265	3	32	2	3	0	2.00	1.86	0.00	2.00	1.86	0.00	2.21	1.00	0.07
8/29/2020	307	266	3	41	10	1	0	4.33	2.00	0.00	4.33	2.00	0.00	2.64	1.29	0.07
8/30/2020	307	267	3	40	0	1	0	4.00	1.86	0.00	4.00	1.86	0.00	2.50	1.29	0.07
8/31/2020	311	269	4	42	4	2	1	4.67	2.14	0.14	4.67	2.14	0.14	2.71	1.43	0.14
9/1/2020	315	272	4	43	4	3	0	2.67	2.43	0.14	2.67	2.43	0.14	2.86	1.50	0.14
9/2/2020	319	276	4	43	4	4	0	4.00	2.29	0.14	4.00	2.29	0.14	2.93	1.79	0.14
9/3/2020	323	279	4	44	4	3	0	4.00	2.43	0.14	4.00	2.43	0.14	3.07	1.93	0.07
9/4/2020	323	279	4	44	0	0	0	2.67	2.00	0.14	2.67	2.00	0.14	2.86	1.93	0.07
9/5/2020	331	281	4	50	8	2	0	4.00	2.14	0.14	4.00	2.14	0.14	3.36	2.07	0.07
9/6/2020	334	283	4	51	3	2	0	3.67	2.29	0.14	3.67	2.29	0.14	3.43	2.07	0.07

9/7/2020	336	284	4	52	2	1	0	4.33	2.14	0.00	3.36	2.14	0.07
9/8/2020	341	286	4	55	5	2	0	3.33	2.00	0.00	3.57	2.21	0.07
9/9/2020	345	287	4	58	4	1	0	3.67	1.57	0.00	3.64	1.93	0.07
9/10/2020	345	289	4	56	4	2	0	3.00	1.43	0.00	3.57	1.93	0.07
9/11/2020	346	294	4	52	1	5	0	1.67	2.14	0.00	3.50	2.07	0.07
9/12/2020	346	303	4	43	0	9	0	0.33	3.14	0.00	2.79	2.64	0.07
9/13/2020	348	306	4	42	2	3	0	1.00	3.29	0.00	2.93	2.79	0.07
9/14/2020	350	307	4	43	2	1	0	1.33	3.29	0.00	1.33	2.71	0.00
9/15/2020	353	311	4	42	3	4	0	2.33	3.57	0.00	2.71	2.79	0.00
9/16/2020	359	312	4	47	6	1	0	3.67	3.57	0.00	2.86	2.57	0.00
9/17/2020	363	318	4	45	4	6	0	4.33	4.14	0.00	2.86	2.79	0.00
9/18/2020	365	320	4	45	2	3	0	4.00	3.71	0.00	3.00	2.93	0.00
9/19/2020	367	322	4	45	2	2	0	2.67	2.71	0.00	2.57	2.93	0.00
9/20/2020	369	333	4	36	2	11	0	2.00	3.86	0.00	2.50	3.57	0.00
9/21/2020	369	334	4	35	0	1	0	1.33	3.86	0.00	2.36	3.57	0.00
9/22/2020	374	336	4	38	5	2	0	2.33	3.57	0.00	2.36	3.57	0.00
9/23/2020	377	341	4	41	3	0	0	2.67	3.43	0.00	2.29	3.50	0.00
9/24/2020	381	338	4	43	4	2	0	4.00	2.86	0.00	2.57	3.50	0.00
9/25/2020	383	342	4	41	2	4	0	3.00	3.14	0.00	2.64	3.43	0.00
9/26/2020	388	343	4	45	5	1	0	3.67	3.00	0.00	3.00	2.86	0.00
9/27/2020	389	347	4	42	1	4	0	2.67	2.00	0.00	2.93	2.93	0.00
9/28/2020	394	349	4	45	5	2	0	3.67	2.14	0.00	3.14	3.00	0.00
9/29/2020	407	357	4	50	13	8	0	6.33	3.00	0.00	3.86	3.29	0.00
9/30/2020	410	358	4	52	3	1	0	7.00	3.14	0.00	3.64	3.29	0.00
10/1/2020	411	361	4	50	1	3	0	5.67	3.29	0.00	3.43	3.07	0.00
10/2/2020	411	361	4	50	0	3	0	1.33	2.71	0.00	3.29	2.93	0.00
10/3/2020	414	364	4	50	3	3	0	1.33	3.00	0.00	3.36	3.00	0.00
10/4/2020	418	365	4	53	4	1	0	2.33	2.57	0.00	3.50	2.29	0.00
10/5/2020	418	367	4	51	0	2	0	2.33	2.57	0.00	3.50	2.36	0.00
10/6/2020	419	371	4	48	1	4	0	1.67	2.00	0.00	3.21	2.50	0.00
10/7/2020	420	373	4	47	1	2	0	0.67	2.14	0.00	3.07	2.64	0.00
10/8/2020	433	376	4	57	13	3	0	5.00	2.14	0.00	3.71	2.71	0.00
10/9/2020	439	384	4	55	6	8	0	6.67	3.29	0.00	4.00	3.00	0.00
10/10/2020	440	388	4	52	1	4	0	6.67	3.43	0.00	3.71	3.21	0.00
10/11/2020	440	391	4	49	0	3	0	2.33	3.71	0.00	3.64	3.14	0.00
10/12/2020	443	397	4	46	3	6	0	1.33	4.29	0.00	3.50	3.43	0.00
10/13/2020	444	400	5	44	1	3	1	1.33	4.14	0.14	2.64	3.07	0.07
10/14/2020	450	400	5	50	6	0	0	3.33	3.86	0.14	2.86	3.00	0.07
10/15/2020	456	401	5	55	6	1	0	4.33	3.57	0.14	3.21	2.86	0.07
10/16/2020	465	402	5	63	9	1	0	7.00	2.57	0.14	3.86	2.93	0.07
10/17/2020	473	404	5	69	8	2	0	7.67	2.29	0.14	4.21	2.86	0.07
10/18/2020	476	409	5	67	3	5	0	6.67	2.57	0.14	4.14	3.14	0.07
10/19/2020	482	409	5	73	6	0	0	5.67	1.71	0.14	4.57	3.00	0.07
10/20/2020	485	417	5	68	3	8	0	4.00	2.43	0.00	4.71	3.29	0.07
10/21/2020	486	421	5	65	1	4	0	3.33	3.00	0.00	4.71	3.43	0.07
10/22/2020	492	421	5	71	6	0	0	3.33	2.86	0.00	4.21	3.21	0.07
10/23/2020	496	421	5	75	4	0	0	3.67	2.71	0.00	4.07	2.64	0.07
10/24/2020	498	424	5	74	2	3	0	4.00	2.86	0.00	4.14	2.57	0.07
10/25/2020	502	426	5	76	4	2	0	3.33	2.43	0.00	4.43	2.50	0.07
10/26/2020	508	428	5	80	6	2	0	4.00	2.71	0.00	4.64	2.21	0.07
10/27/2020	510	439	5	71	2	11	0	4.00	3.14	0.00	4.71	2.79	0.00
10/28/2020	512	444	5	68	2	5	0	3.33	3.29	0.00	4.43	3.14	0.00
10/29/2020	516	450	5	66	4	6	0	2.67	4.14	0.00	4.29	3.50	0.00
10/30/2020	524	457	5	67	8	7	0	4.67	5.14	0.00	4.21	3.93	0.00
10/31/2020	529	461	5	68	5	4	0	5.67	5.29	0.00	4.00	4.07	0.00
11/1/2020	531	464	5	67	2	3	0	5.00	5.43	0.00	3.93	3.93	0.00
11/2/2020	532	466	5	66	1	2	0	2.67	5.43	0.00	3.57	4.07	0.00
11/3/2020	537	471	5	66	5	5	0	2.67	4.57	0.00	3.71	3.86	0.00
11/4/2020	540	477	5	63	3	6	0	3.00	4.71	0.00	3.86	4.00	0.00

11/5/2020	546	481	5	65	6	4	0	4.67	4.43	0.00	3.86	4.29	0.00
11/6/2020	547	483	6	64	1	2	1	3.33	3.71	0.14	3.64	4.43	0.07
11/7/2020	553	490	6	63	3	7	0	4.33	4.14	0.14	3.93	4.71	0.07
11/8/2020	556	497	6	59	3	7	0	3.33	4.71	0.14	3.86	5.07	0.07
11/9/2020	560	500	6	60	4	3	0	4.33	4.86	0.14	3.71	5.14	0.07
11/10/2020	561	504	6	57	1	4	0	2.67	4.71	0.14	3.64	4.64	0.07
11/11/2020	569	506	6	63	8	2	0	4.33	4.14	0.14	4.07	4.43	0.07
11/12/2020	576	510	6	66	7	4	0	5.33	4.14	0.14	4.29	4.07	0.07
11/13/2020	581	513	6	68	5	3	0	6.67	4.29	0.00	4.07	4.00	0.07
11/14/2020	596	514	6	82	15	1	0	9.00	3.43	0.00	4.79	3.79	0.07
11/15/2020	607	516	6	91	11	2	0	10.33	2.71	0.00	5.43	3.71	0.07
11/16/2020	614	518	7	96	7	2	1	11.00	2.57	0.14	5.86	3.71	0.14
11/17/2020	622	526	7	96	8	8	0	8.67	3.14	0.14	6.07	3.93	0.14
11/18/2020	634	530	7	104	12	4	0	9.00	3.43	0.14	6.71	3.79	0.14
11/19/2020	643	535	7	108	9	5	0	9.67	3.57	0.14	6.93	3.86	0.14
11/20/2020	653	538	7	115	10	3	0	10.33	3.57	0.14	7.57	3.93	0.07
11/21/2020	663	548	7	115	10	10	0	9.67	4.86	0.14	7.86	4.14	0.07
11/22/2020	665	554	7	111	2	6	0	7.33	5.43	0.14	7.79	4.07	0.07
11/23/2020	674	561	7	113	9	7	0	7.00	6.14	0.00	8.14	4.36	0.07
11/24/2020	679	568	7	111	5	7	0	5.33	6.00	0.00	8.43	4.57	0.07
11/25/2020	687	576	7	111	8	8	0	7.33	6.57	0.00	8.43	5.00	0.07
11/26/2020	696	582	7	114	9	6	0	7.33	6.71	0.00	8.57	5.14	0.07
11/27/2020	696	582	7	114	0	0	0	5.67	6.29	0.00	8.21	4.93	0.07
11/28/2020	715	612	7	103	19	30	0	9.33	9.14	0.00	8.50	7.00	0.07
11/29/2020	717	619	7	98	2	7	0	7.00	9.29	0.00	7.86	7.36	0.07
11/30/2020	728	624	7	104	11	5	0	10.67	9.00	0.00	8.14	7.57	0.00
12/1/2020	732	632	7	100	4	8	0	5.67	9.14	0.00	7.86	7.57	0.00
12/2/2020	741	644	7	97	9	12	0	8.00	9.71	0.00	7.64	8.14	0.00
12/3/2020	742	650	7	92	1	6	0	4.67	9.71	0.00	7.07	8.21	0.00
12/4/2020	747	658	7	89	5	8	0	5.00	10.86	0.00	6.71	8.57	0.00
12/5/2020	754	662	7	92	7	4	0	4.33	7.14	0.00	6.50	8.14	0.00
12/6/2020	757	668	7	89	3	6	0	5.00	7.00	0.00	6.57	8.14	0.00
12/7/2020	764	669	7	95	7	1	0	5.67	6.43	0.00	6.43	7.71	0.00
12/8/2020	769	680	7	89	5	11	0	5.00	6.86	0.00	6.43	8.00	0.00
12/9/2020	780	687	7	93	11	7	0	7.67	6.14	0.00	6.64	7.93	0.00
12/10/2020	792	696	7	96	12	9	0	9.33	6.57	0.00	6.86	8.14	0.00
12/11/2020	800	699	8	101	8	3	1	10.33	5.86	0.14	7.43	8.36	0.07
12/12/2020	815	711	8	104	15	12	0	11.67	7.00	0.14	7.14	7.07	0.07
12/13/2020	828	713	8	115	13	2	0	12.00	6.43	0.14	7.93	6.71	0.07
12/14/2020	835	719	8	116	7	6	0	11.67	7.14	0.14	7.64	6.79	0.07
12/15/2020	840	724	8	116	5	5	0	8.33	6.29	0.14	7.71	6.57	0.07
12/16/2020	851	736	8	115	11	12	0	7.67	7.00	0.14	7.86	6.57	0.07
12/17/2020	866	745	8	121	15	9	0	10.33	7.00	0.14	8.86	6.79	0.07
12/18/2020	872	752	8	120	6	7	0	10.67	7.57	0.00	8.93	6.71	0.07
12/19/2020	886	762	8	124	14	10	0	11.67	7.29	0.00	9.43	7.14	0.07
12/20/2020	918	781	9	137	32	19	1	17.33	9.71	0.14	11.50	8.07	0.14
12/21/2020	928	785	9	143	10	4	0	18.67	9.43	0.14	11.71	8.29	0.14
12/22/2020	935	796	9	139	7	11	0	16.33	10.29	0.14	11.86	8.29	0.14
12/23/2020	946	807	9	139	11	11	0	9.33	10.14	0.14	11.86	8.57	0.14
12/24/2020	954	828	9	126	8	21	0	8.67	11.86	0.14	11.57	9.43	0.14
12/25/2020	961	843	9	118	7	15	0	8.67	13.00	0.14	11.50	10.29	0.07
12/26/2020	961	843	9	118	0	0	0	5.00	11.57	0.14	10.43	9.43	0.07
12/27/2020	979	861	9	118	18	18	0	8.33	11.43	0.00	10.79	10.57	0.07
12/28/2020	989	863	9	126	10	2	0	9.33	11.14	0.00	11.00	10.29	0.07
12/29/2020	994	876	9	118	5	13	0	11.00	11.43	0.00	11.00	10.86	0.07
12/30/2020	1006	886	9	120	12	10	0	9.00	11.29	0.00	11.07	10.71	0.07
12/31/2020	1021	895	9	126	15	9	0	10.67	9.57	0.00	11.07	10.71	0.07
1/1/2021	1021	895	9	126	0	0	0	9.00	7.43	0.00	10.64	10.21	0.07
1/2/2021	1040	900	9	140	19	5	0	11.33	8.14	0.00	11.00	9.86	0.07

1/3/2021	1065	920	9	145	25	20	0	14.67	8.43	0.00	10.50	9.93	0.00
1/4/2021	1077	928	9	149	12	8	0	13.67	9.29	0.00	10.64	10.21	0.00
1/5/2021	1084	939	9	145	7	11	0	14.67	9.00	0.00	10.64	10.21	0.00
1/6/2021	1094	950	9	144	10	11	0	9.67	9.14	0.00	10.57	10.21	0.00
1/7/2021	1106	966	9	140	12	16	0	9.67	10.14	0.00	10.86	9.86	0.00
1/8/2021	1119	967	9	152	13	1	0	11.67	10.29	0.00	11.29	8.86	0.00
1/9/2021	1137	972	9	165	18	5	0	14.33	10.29	0.00	12.57	9.21	0.00
1/10/2021	1168	984	9	184	31	12	0	20.67	9.14	0.00	20.67	8.79	0.00
1/11/2021	1192	993	10	199	24	9	1	24.33	9.29	0.14	14.50	9.29	0.07
1/12/2021	1199	1016	10	183	7	23	0	20.67	11.00	0.14	14.64	10.00	0.07
1/13/2021	1214	1035	10	179	15	19	0	15.33	12.14	0.14	14.86	10.64	0.07
1/14/2021	1220	1054	10	166	6	19	0	9.33	12.57	0.14	14.21	11.36	0.07
1/15/2021	1236	1068	11	168	16	14	1	12.33	14.43	0.29	15.36	12.36	0.14
1/16/2021	1254	1072	11	182	18	4	0	13.33	14.29	0.29	15.29	12.29	0.14
1/17/2021	1264	1088	11	176	10	16	0	14.67	14.86	0.29	14.21	12.00	0.14
1/18/2021	1276	1099	11	177	12	11	0	13.33	15.14	0.14	14.21	12.21	0.14
1/19/2021	1284	1116	11	168	8	17	0	10.00	14.29	0.14	14.29	12.64	0.14
1/20/2021	1290	1132	11	158	6	16	0	8.67	13.86	0.14	14.00	13.00	0.14
1/21/2021	1298	1149	11	149	8	17	0	7.33	13.57	0.14	13.71	13.07	0.14
1/22/2021	1303	1169	11	134	5	20	0	6.33	14.43	0.00	13.14	14.43	0.14
1/23/2021	1316	1190	11	126	13	21	0	8.67	16.86	0.00	12.79	15.57	0.14
1/24/2021	1326	1198	11	128	10	8	0	9.33	15.71	0.00	11.29	15.29	0.14
1/25/2021	1332	1202	11	130	6	4	0	9.67	14.71	0.00	10.00	14.93	0.07
1/26/2021	1341	1217	12	124	9	15	1	8.33	14.43	0.14	10.14	14.36	0.14
1/27/2021	1353	1229	13	124	12	12	1	9.00	13.86	0.29	9.93	13.86	0.21
1/28/2021	1365	1245	13	120	12	16	0	11.00	13.71	0.29	10.36	13.64	0.21
1/29/2021	1365	1245	13	120	0	0	0	8.00	10.86	0.29	9.21	12.64	0.14
1/30/2021	1377	1265	13	112	12	20	0	8.00	10.71	0.29	8.79	13.79	0.14
1/31/2021	1394	1273	13	121	17	8	0	9.67	10.71	0.29	9.29	13.21	0.14
2/1/2021	1401	1278	13	123	7	5	0	12.00	10.86	0.29	8.93	12.79	0.14
2/2/2021	1403	1286	13	117	2	8	0	8.67	9.86	0.14	8.50	12.14	0.14
2/3/2021	1403	1286	13	117	0	0	0	3.00	8.14	0.00	3.00	11.00	0.14
2/4/2021	1430	1314	13	116	27	28	0	9.67	9.86	0.00	9.43	11.79	0.14
2/5/2021	1442	1328	13	114	12	14	0	13.00	11.86	0.00	9.93	11.36	0.14
2/6/2021	1450	1339	13	111	8	11	0	15.67	10.57	0.00	9.57	10.64	0.14
2/7/2021	1465	1342	14	123	15	3	1	11.67	9.86	0.14	9.93	10.29	0.21
2/8/2021	1470	1351	14	119	5	9	0	9.33	10.43	0.14	9.86	10.64	0.21
2/9/2021	1475	1362	14	113	5	11	0	8.33	10.86	0.14	9.57	10.36	0.14
2/10/2021	1482	1369	14	113	7	7	0	5.67	11.86	0.14	9.21	10.00	0.07
2/11/2021	1493	1377	15	116	11	8	1	7.67	9.00	0.29	9.14	9.43	0.14
2/12/2021	1498	1386	15	112	5	9	0	7.67	8.29	0.29	9.50	10.07	0.14
2/13/2021	1501	1397	15	104	3	11	0	6.33	8.29	0.29	8.86	9.43	0.14
2/14/2021	1507	1402	15	105	6	5	0	4.67	8.57	0.14	8.07	9.21	0.14
2/15/2021	1514	1406	15	108	7	4	0	5.33	7.86	0.14	8.07	9.14	0.14
2/16/2021	1515	1419	15	96	1	13	0	4.67	8.14	0.14	8.00	9.50	0.14
2/17/2021	1524	1433	15	91	9	14	0	5.67	9.14	0.14	8.64	10.50	0.14
2/18/2021	1528	1446	15	82	4	13	0	4.67	9.86	0.00	7.00	9.43	0.14
2/19/2021	1535	1463	15	72	7	17	0	6.67	11.00	0.00	6.64	9.64	0.14
2/20/2021	1538	1470	15	68	3	7	0	4.67	10.43	0.00	6.29	9.36	0.14
2/21/2021	1540	1479	15	61	2	9	0	4.00	11.00	0.00	5.36	9.79	0.07
2/22/2021	1545	1485	15	60	5	6	0	3.33	11.29	0.00	5.36	9.57	0.07
2/23/2021	1546	1492	15	54	1	7	0	2.67	10.43	0.00	5.07	9.29	0.07
2/24/2021	1546	1493	16	53	0	1	1	2.00	8.57	0.14	4.57	8.86	0.14
2/25/2021	1553	1501	16	52	7	8	0	2.67	7.86	0.14	4.29	8.86	0.07
2/26/2021	1553	1505	16	48	0	4	0	2.33	6.00	0.14	3.93	8.50	0.07
2/27/2021	1557	1507	16	50	2	2	0	3.67	5.29	0.14	4.00	7.86	0.07
2/28/2021	1559	1508	17	51	2	1	1	2.00	4.14	0.29	3.71	7.57	0.14
3/1/2021	1560	1511	17	49	1	3	0	2.33	3.71	0.29	3.29	7.50	0.14
3/2/2021	1560	1512	17	48	0	1	0	1.00	2.86	0.29	3.21	6.64	0.14

3/3/2021	1561	1512	17	49	1	0	0	0	0.67	2.71	0.14	2.64	5.64	0.14
3/4/2021	1563	1513	17	50	2	1	0	0	1.00	1.71	0.14	2.50	4.79	0.14
3/5/2021	1565	1516	17	49	2	3	0	0	1.67	1.57	0.14	2.14	3.79	0.14
3/6/2021	1567	1521	17	46	2	5	0	0	2.00	2.00	0.14	2.07	3.64	0.14
3/7/2021	1567	1521	17	46	0	0	0	0	1.33	1.86	0.00	1.93	3.00	0.14
3/8/2021	1570	1521	17	49	3	0	0	0	1.67	1.43	0.00	1.79	2.57	0.14
3/9/2021	1521	1521	17	49	0	0	0	0	1.00	1.29	0.00	1.71	2.07	0.14
3/10/2021	1523	1523	17	47	0	2	0	0	1.00	1.57	0.00	1.71	2.14	0.07
3/11/2021					-1570	-1523	-17	0	-523.33	-216.14	-2.43	-110.93	-107.21	-1.14
3/12/2021					0	0	0	0	-523.33	-216.57	-2.43	-110.93	-107.50	-1.14
3/13/2021					0	0	0	0	-523.33	-217.29	-2.43	-111.21	-107.64	-1.14
3/14/2021					0	0	0	0	0.00	-217.29	-2.43	-111.36	-107.71	-1.21
3/15/2021					0	0	0	0	0.00	-217.29	-2.43	-111.43	-107.93	-1.21
3/16/2021					0	0	0	0	0.00	-217.29	-2.43	-111.43	-108.00	-1.21
3/17/2021					0	0	0	0	0.00	-217.57	-2.43	-111.50	-108.00	-1.21
3/18/2021					0	0	0	0	0.00	0.00	0.00	-111.64	-108.07	-1.21
3/19/2021					0	0	0	0	0.00	0.00	0.00	-111.79	-108.29	-1.21
3/20/2021					0	0	0	0	0.00	0.00	0.00	-111.93	-108.64	-1.21
3/21/2021					0	0	0	0	0.00	0.00	0.00	-111.93	-108.64	-1.21
3/22/2021					0	0	0	0	0.00	0.00	0.00	-112.14	-108.64	-1.21
3/23/2021					0	0	0	0	0.00	0.00	0.00	-112.14	-108.64	-1.21
3/24/2021					0	0	0	0	0.00	0.00	0.00	-112.14	-108.79	-1.21
3/25/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/26/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/27/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/28/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/29/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/30/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/31/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/1/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/2/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00
4/3/2021					0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

April 1st total included the numbers for all of March.
 Totals prior to 7/29/2020 are weekly totals as reported by the TCCHD. There were weeks on their spreadsheet that did not have totals on it, but I was told that only two cases were missing from the total.
 The TCCHD did not send "Recovered" totals with their data.
 Totals beginning 07/29/2020 are gathered from the OKSDH website.



MINUTES
Regular Meeting
Monday, March 1, 2021 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Lynn Burrow
Bart Harris
Lea Ann Reed

STAFF ABSENT: Lowell Peterson

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:03 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Rick Tabisz, King Of Kings Lutheran Church**
Jason Yarbrough gave the invocation in Rick Tabisz' absence.
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Director's Report 03 01 21](#)
- F) City Manager Report – David Tillotson, City Manager**
[CM Report.02252021 \(003\)](#)
[COVID Charts.02252021](#)
[Municipal Interest Legislation - 2021 Regular Session](#)

G) Mayor Report – Timothy Lee Fox, Mayor

- Braums will open tomorrow.

H) Council Comments

There were no Council comments.

I) Public Comments

- Kim Hanson-Mercier, Glenpool resident, spoke to the City Council, introducing herself running for Ward 2 council seat.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from February 16, 2021 meeting.
(Wendy Knight, City Clerk)

Mayor Fox read a recommendation submitted by Councilor Kearns to modify the minutes for Item #2, SUP 2020-01 to add: During deliberations, the Council asked if mining operations were underway prior to receiving the SUP approval. Mr. Gilbert responded that based on advice from the City Attorney, the applicant had been allowed to continue mining operations under their State permit while they pursued the necessary SUP approvals from the City.

Moved by Tim Fox, seconded by Jacqueline Triplett-Lund

To approve minutes from February 16, 2021 meeting, modifying the minutes for Item #2, SUP 2020-01 to add: During deliberations, the Council asked if mining operations were underway prior to receiving the SUP approval. Mr. Gilbert responded that based on advice from the City Attorney, the applicant had been allowed to continue mining operations under their State permit while they pursued the necessary SUP approvals from the City.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

[City Council Regular Meeting - 16 Feb 2021 - Minutes - Html](#)

- 2) Discussion and possible action to appoint Gerald Whitworth to the City of Glenpool Planning Commission and the Board of Adjustment for a term ending on May 9, 2022.
(Timothy Fox, Mayor)

Mayor Fox recommended the appointment of Gerald Whitworth to the City of Glenpool Planning Commission and the Board of Adjustment for a term ending on May 9, 2022. Mr. Whitworth has been a Glenpool resident since 1982, and the state chairman for B.A.C.A. Mr. Whitworth also wants to have a voice in the City's future.

- **Councilor Lund** asked Mayor Fox if there was an application process, and how many applicants there were. **Mayor Fox** responded that there was an application process, and he received 4 applications.
- **Councilor Calvert** asked if Mr. Whitworth has attended the Leadership Glenpool course.
- **Mr. Whitworth** introduced himself to Council and gave a recap of his history in Glenpool. He has not attended the Leadership Glenpool course.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To appoint Gerald Whitworth to the City of Glenpool Planning Commission and the Board of Adjustment for a term ending on May 9, 2022.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

- 3) Discussion and possible action to approve the Addendum to FY 2020-2021 IAFF Local 2990 Collective Bargaining Agreement.
(Susan White, Assistant City Manager)

Ms. White presented and recommended Council approval of the Addendum to FY 2020-2021 IAFF Local 2990 Collective Bargaining Agreement. Through a series of meetings, the union and city administration have negotiated and developed a Legacy Program. The

program provides that members of the IAFF Local 2990 are exempted from the nepotism policy contained within the City of Glenpool Personnel Policies and Employee Handbook, however specific provisions separate family members within the same chain of command by shift, fire station (when applicable) and assigned unit. The same provisions apply to call-back and overtime scenarios. Additionally, members will not be allowed to participate in hiring, promotions, or discipline involving their own family member. Fire Department Standard Operating Guidelines (SOGs) have been modified to reflect each new stipulation.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve the Addendum to FY 2020-2021 IAFF Local 2990 Collective Bargaining Agreement.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

Legacy Program Addendum

- 4) Discussion and possible action to accept the public paving, grading, and storm sewer improvements serving *Scissortail* addition: *Blocks 1-3*.
(Lynn Burrow, Community Development Director)

Ms. White read a statement from City Attorney Lowell Peterson regarding this item, who is currently in the hospital and unable to attend tonight's Council meeting: "The City Attorney has advised that Council table this matter since there is an attorney present to speak against this item [referring to Mary Huckabee attending via Zoom having submitted a "request to speak" form for this item], but your City Attorney is not there to refute anything that she may say."

Ms. White recommended that Council consider tabling this item to the next regularly scheduled meeting on March 15, 2021.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To table this item to the next regularly scheduled meeting on March 15,

2021.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

[Acceptance of Paving Stormsewer - Scissortail](#)

K) Adjournment

Mayor Fox declared the meeting adjourned at 6:41 p.m.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC PAVING, GRADING, AND STORM SEWER
IMPROVEMENTS SERVING SCISSORTAIL ADDITION: BLOCKS 1
THRU 3.

DATE: MARCH 15, 2021

BACKGROUND

This item is for Council consideration and action regarding the acceptance for ownership certain public paving, grading, and storm sewer improvements constructed to serve Scissortail Addition: Blocks 1 thru 3 located on the north side of 151st Street - east of Elwood Avenue per the attached 'As-Built' construction documents. These public improvements were permitted for construction by the City of Glenpool's Community Development Department and were inspected by City Staff during construction for compliance with the approved construction plans and City design criteria. The attached Maintenance Bond issued by the General Contractor for the Scissortail project (Ira M. Green Construction Company) covers 100% of the total cost of the public improvements in question for the required one-year period from City acceptance. Also included is a copy of the Letter of Credit issued by Summit Properties covering the cost to fully install the paving wearing surface on the off-site public street connection to Mansfield Lane Addition within one year from the date of issuance.

Staff Recommendation:

Staff has reviewed the attached 'Record Plan' construction documents, the associated Maintenance Bond, and the Summit Properties Letter of Credit and has discovered several discrepancies and deficiencies between the submitted 'Record Plans' and the results of on-site field observations by City Staff. The General Contractor was notified of these deficiencies and was met on-site to review the various erosion control related items that were determined to be either missing or in need of repair. The contractor has indicated the completion of these remaining items will be fully accomplished by the end of March. Therefore, Staff is recommending to the Council that the acceptance of the Paving, Grading, and Storm Sewer

related improvements for the Scissortail Phase I project be tabled until the April 5th regular City Council meeting for further consideration.

Attachments:

- A. "As-Built" Construction Plans: Paving Grading, and Storm Sewer Improvements
- B. Maintenance Bond
- C. Letter of Credit – Summit Properties



Swiss Re
Corporate Solutions

1450 American Lane, Suite 1100
Schaumburg, IL 60173

**MAINTENANCE
BOND**

BOND NO. 2290687

KNOW ALL MEN BY THESE PRESENTS;

That We, Ira M. Green Construction Company

17211 S. 4170 Road, Claremore, OK 74017

(hereinafter called the "Principal"), as Principal, and North American Specialty Insurance Company

a corporation duly licensed to transact business in the State of Oklahoma

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Glenpool

12205 S. Yukon Ave., Glenpool, OK 74033

(hereinafter called the "Obligee"), in the sum of

One million, nine hundred forty-seven thousand, eight hundred sixty-eight & 10/100 (\$ 1,947,868.10)

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th date of August, 2019.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated 12th day of August, 2019 for:

Sanitary Sewer System, Lift Station & Force Main, Storm Sewer and Paving System to Serve Scissortail - Phase I

WHEREAS, the said Principal is required to guarantee the work installed under said contract, against defects in materials or workmanship which may occur within a period of one (1) year from and after acceptance of said project by owner.

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said obligee all losses sustained by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

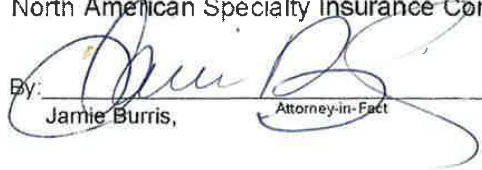
Ira M. Green Construction Company

Principal

By: 

Name/Title:

North American Specialty Insurance Company

By: 

Jamie Burris,

Attorney-in-Fact

BND 251S REV (09/01)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS,
SHELLI R. SAMSEL, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN E. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY and GARY LILES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

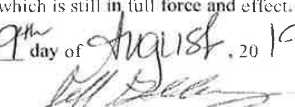
On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of August, 2019


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**OKLAHOMA CAPITAL BANK
IRREVOCABLE STANDBY LETTER OF CREDIT**

Number: 3215
Beneficiary: The City of Glenpool
Beneficiary Address: 12205 S. Yukon Ave.
Glenpool, OK 74033

Amount: \$36,018.90

Issue Date: February 18, 2021

Maturity Date: February 18, 2022

Place of Presentment: Oklahoma Capital Bank
8080 S. Yale Ave.
Tulsa, OK 74136

RE: Summit Properties Land Development 2019, LLC
P. O. Box 35218
Tulsa, OK 74153

Oklahoma Capital Bank ("OCB") has established this irrevocable and unconditional standby letter of credit ("SLOC"), for the account of our customer **Summit Properties Land Development 2019, LLC** ("Customer") up to but not exceeding the Amount specified above, effective immediately, and expiring with our close of business on the Maturity Date specified above. This SLOC is not subject to renewal except by separate written agreement of OCB, Customer and Beneficiary.

This SLOC is issued in connection with, and to secure Customer's completion of, certain grading, paving and surface improvements as required in and in the manner provided by all permits, plats and plans consistent with and authorized by Planned Unit Development No. 39, designated as the Scissortail Subdivision in the City of Glenpool, Oklahoma (the "Project").

Subject to the terms and conditions hereof, this SLOC shall be honored by the presentment by Beneficiary of a payment request to OCB Attention: Credit Operations Department, on or before the Maturity Date (stated above), in the form of Exhibit A (the "Draft") drawn under this SLOC. If such payment request is received by OCB at or prior to 11:00 a.m. (Central Time) on a business day and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary of the amount specified, in immediately available funds, not later than 3:00 p.m. (Central Time) on the next succeeding business day. If such payment request is received by OCB after 11:00 a.m. (Central Time) on a business day and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary of the amount specified, in immediately available funds, not later than 3:00 p.m. (Central Time) on the second business day following receipt by OCB. As used herein "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which OCB is open for business.

The Draft presented for payment must be fully completed and be accompanied by this

SLOC.

Multiple drawings under this SLOC are prohibited. Beneficiary acknowledges that the first Draft presented for payment will represent complete satisfaction of the obligation of OCB under this SLOC, whether or not Customer has met its obligations with respect to the Project. If more than one Draft is presented, only the first properly presented Draft will be honored. Payments made under this SLOC shall be made by wire transfer in accordance with the instructions specified by Beneficiary in the Draft.

This SLOC is irrevocable and may not be transferred or assigned by Beneficiary, except with the express prior written consent of the OCB.

Except as otherwise expressly stated herein, this SLOC and all matters incidental hereto shall be governed by and construed in accordance with the International Standby Practices ("ISP98") International Chamber of Commerce, Publication No. 590 and any revisions thereof, and as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of the State of Oklahoma (without giving effect to choice of law principles included therein) including, without limitation, the Uniform Commercial Code as adopted by the State of Oklahoma, and applicable laws of the United States of America.

Sincerely,

Oklahoma Capital Bank

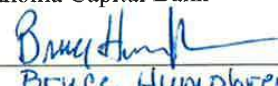
By: 
Bruce Humphrey
(Print signer's name)
Title: Chief Lending Officer

EXHIBIT "A"

DRAFT

TO: Oklahoma Capital Bank

The undersigned is an officer or duly authorized agent of the City of Glenpool (the "Beneficiary") and in that capacity hereby certifies to Oklahoma Capital Bank, on behalf of the Beneficiary, with reference to Oklahoma Capital Bank's Irrevocable Standby Letter of Credit No. _____ (the "SLOC") as follows:

1. Customer, as defined in the SLOC, has failed to complete the Project after 10 days' written notice to the Customer demanding compliance with all conditions of the [permit/plat]; or
The Project has been undertaken in a manner that has created a hazardous condition; or
The work remains incomplete and Beneficiary has received notice that OCB intends not to renew the SLOC.
2. By presenting this Draft, the Beneficiary is requesting that payment in the amount of \$ _____ be made under the aforesaid SLOC by wire transfer into the account specified in the Payment Instructions below.
3. The undersigned officer or agent is duly authorized to execute this Draft on behalf of the Beneficiary, which has the legal right to draw under the SLOC.
4. The amount of this Draft represents a sum due by Customer (as identified in the SLOC) to the Beneficiary and does not exceed the amount available under the SLOC.
5. Demand has been made by Beneficiary to Oklahoma Capital Bank's Customer for performance of the obligation of Customer owed to Beneficiary and such demand has not been satisfied by Customer.

Accordingly, we hereby draft on Bank's SLOC No. _____ in the amount of U.S. \$ _____. Our payment instructions are:

Remit to: _____
Routing No. _____
For Credit to: _____
Account No: _____

City of Glenpool

By: _____

(Print signer's name)

Title: _____

Date: _____

Sheet Index

COVER SHEET	
C1	CONSTRUCTION NOTES & REGION CONTROL DETAILS
C2	GRADING PLAN
C3	PAVING PLAN
C4	SEWER LAYOUT PLAN
C5	STORM LAYOUT PLAN
C6	UTILITY LAYOUT PLAN
C7	DETENTION FACILITY PLAN (FONB)
C8	DETENTION FACILITY PLAN (FONB)
C9	DETENTION FACILITY PLAN (FONB)
C10	DETENTION FACILITY PLAN (FONB)
C11	DETENTION FACILITY PLAN (FONB)
C12	DETENTION FACILITY PLAN (FONB)
C13	DETENTION FACILITY PLAN (FONB)
C14	DETENTION FACILITY PLAN (FONB)
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C16	DETENTION FACILITY PLAN (FONB)
C17	DETENTION FACILITY PLAN (FONB)
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C25	DETENTION FACILITY PLAN (FONB)
C26	DETENTION FACILITY PLAN (FONB)
C27	DETENTION FACILITY PLAN (FONB)
C28	DETENTION FACILITY PLAN (FONB)

Legend

AC	ARE CONDITIONER UNIT/PAID
AD	4-GRATE AREA ALLEY
AE	AREAS
BE	BUILDING DETAIL LINE
BL	BARBED WIRE FENCE
BR	BROOK
BU	BUILDING
CA	CEMENT
CB	CEMENT
CC	CEMENT
CD	CEMENT
CE	CEMENT
CF	CEMENT
CG	CEMENT
CH	CEMENT
CI	CEMENT
CJ	CEMENT
CK	CEMENT
CL	CEMENT
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OE	CEMENT
OF	CEMENT
OG	CEMENT
OH	CEMENT
OI	CEMENT
OJ	CEMENT
OK	CEMENT
OL	CEMENT
OM	CEMENT
ON	CEMENT
OO	CEMENT
OP	CEMENT
OQ	CEMENT
OR	CEMENT
OS	CEMENT
OT	CEMENT
OU	CEMENT
OV	CEMENT
OW	CEMENT
OX	CEMENT
OY	CEMENT
OZ	CEMENT
PA	CEMENT
PB	CEMENT
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Disclaimer
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Owner / Developer
SUMMIT PROPERTIES, INC.
1000 SUMMIT DRIVE
TULSA, OK 74103
PHONE (918) 264-8395
WWW.SUMMITPROPERTIES.COM

Engineer
ENGINEERING BY DESIGN, LLC
1000 SUMMIT DRIVE
TULSA, OK 74103
PHONE (918) 264-8395
WWW.ENGINEERINGBYDESIGN.COM

Surveyor
TULSA SURVEYING, LLC
2011 WEST 15TH STREET
TULSA, OKLAHOMA 74102
PHONE (918) 332-1111
EMAIL TULSA@TULSASURVEYING.COM
C.A. #8848 EXPIRES 6-30-2020

**Paving, Grading, Erosion Control,
& Storm Sewer Plans**

Scissortail

BLOCKS 1-3

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART
OF THE SW1/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE
TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN





To: HONORABLE MAYOR AND CITY COUNCIL

From: Lowell L. Peterson, City Attorney

Date: March 15, 2021

Subject: Renewal of User Agreements between the:

- (i) City of Glenpool and South County Soccer Club of Glenpool for Operation of the Glenpool Soccer Fields (except Concession Facility)
- (ii) City of Glenpool and Lance and Michelle Cole for Operation of Concession Facility located at Glenpool Soccer Fields

Background:

By Resolution No. 15-06-02, adopted June 1, 2015, the City Council approved and submitted the City's application for Vision 2025 Funding from Tulsa County, in the full amount of \$978,762, for capital funding of the City of Glenpool's recreational and competitive regulation size soccer fields located on the premises of the South County Recreation Facility at 13800 S. Peoria in Glenpool.

A precondition for issuance of the Capital Improvements Agreement for the soccer fields was approval and execution by the City and the County of a lease agreement for that portion of the South County Recreational Facility grounds to be dedicated to the soccer fields.

The Lease Agreement, executed by the City and the County on November 21, 2016, (County Doc. # 239748) provided for a 25-year renewal term. It further provided that the City could assign the lease, or sublet the premises as applicable, to a third party(ies) to be approved by Tulsa County.

South County Soccer Club

The South County Soccer Club of Glenpool, Oklahoma ("SCSC"), an Oklahoma non-profit youth sports organization incorporated under the requirements of 26 U.S.C. § 501(c)(3) and affiliated with Oklahoma's Green Country Soccer Association ("GCSA") is credentialed by the Youth US Club Soccer Association.

The original City of Glenpool/South County Soccer Club User Agreement for operation of the Glenpool-South County Soccer Complex was approved by the Tulsa County Board of County Commissioners ("BOCC") on Tuesday, February 20, 2018. It is subject to annual renewal based on the municipal fiscal year, having previously been approved for fiscal years 2019, 2020 and 2021.

Effective July 1, 2018, the City Council and the South County Soccer Club entered an agreement providing that the User Agreement with South County Soccer Club was amended to provide for separate operation of the Concession Facility on the premises of the tournament soccer fields

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Timothy Fox, Vice-Mayor Momodou Ceesay, Councilors: Brandon Kearns, Jacqueline Lund, Joyce Calvert
City Manager David Tillotson / Asst City Manager Susan White / City Clerk Wendy Knight
www.glenpoolonline.com

and further providing that user agreements with any entity for operation of the Reverend Urban Green Playing Fields or the Concession Facility are subject to annual renewal upon notice of either party of its intent to renew.

On August 6, 2018, the City Council entered, and on August 20, 2018, the BOCC approved a subsequent User Agreement between the City of Glenpool and Lance and Michelle Cole to operate the Concession Facility on the premises of the tournament soccer fields. The original agreement terminated June 30, 2019 and has been renewed for the 2020 and 2021 fiscal years.

The current proposed resolution is for renewal of both user agreements for the 2022 fiscal year, commencing on July 1, 2021. Once the City has authorized such renewal, the executed resolution will be forwarded to the District Attorney's Office, Civil Division, for approval by the BOCC.

Staff Recommendation:

Staff recommends that the following action be taken by the City Council:

- Adoption of the annual Resolution renewing both User Agreements described above, subject to execution by the vendors for each Agreement, and approval by the BOCC for Fiscal Year 2021-2022.

Attachments:

Resolution No. 2021004 authorizing renewal of certain User Agreements between the City of Glenpool and the South County Soccer Club of Glenpool, and between the City of Glenpool and Lance and Michelle Cole, for their respective stated purposes, for the Fiscal Year July 1, 2021 through June 30, 2022.

RESOLUTION NO. 2021004

ANNUAL RESOLUTION OF RENEWAL TO AFFIRM AND RENEW:

- USER AGREEMENT BETWEEN CITY OF GLENPOOL AND THE SOUTH COUNTY SOCCER CLUB FOR OPERATION OF THE GLENPOOL SOCCER COMPLEX [LESS THE CONCESSION FACILITY] EXECUTED BY THE CITY COUNCIL AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS AS OF FEBRUARY 20, 2018, AND AMENDED ON JUNE 3, 2018 (BOCC Contract CMF-248241); AND

- USER AGREEMENT BETWEEN CITY OF GLENPOOL AND LANCE AND MICHELLE COLE (SOLE PROPRIETORS) FOR OPERATION OF THE GLENPOOL SOCCER COMPLEX [CONCESSION FACILITY ONLY], EXECUTED BY THE CITY COUNCIL AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS AS OF AUGUST 20, 2018 (BOCC Contract CMF-248242)

WHEREAS, the City of Glenpool City Council ("City") and the Tulsa County Board of County Commissioners ("BOCC") entered into a certain Lease Agreement executed by the City Council and approved by the BOCC as of November 21, 2016, for lease by the City of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two regulation-size soccer fields and related improvements, including a concession facility (the "Lease," denominated as BOCC Contract CMF-239748); and

WHEREAS, the Lease allows for subleasing by the City for operation of the playing fields and concession facility subject to approval by the BOCC; and

WHEREAS, the original User Agreement for operation of the fields by South County Soccer Club was executed by the Council and approved by the BOCC, both as of February 20, 2018, as County Contract CMF-243799; and

WHEREAS, the original User Agreement for operation of the concession facility by Lance and Michelle Cole was executed by the Council on August 6, 2018, and approved by the BOCC on August 20, 2018, as County Contract CMF-245703; and

WHEREAS, both User Agreements require annual renewal by the City Council and renewal of approval by the BOCC; and

WHEREAS, the User Agreement with South County Soccer Club for operation of the playing fields was approved for renewal, and an amendment to exclude the concession facility was approved, by BOCC Resolution No. 248241 on June 18, 2018, and was approved for its second and third renewals as of July 1, 2019 and July 1, 2020, respectively; and

WHEREAS, the User Agreement with Lance and Michelle Cold for operation of the concession facility was approved for renewal by BOCC Resolution No. 248242 as of July 1, 2019 and for July 1, 2020.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

- Section 1. The City Council of the City Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the original Lease Agreement with the Tulsa County Board of County Commissioners ("BOCC") dated November 21, 2016, and denominated as BOCC Document # 239748.
- Section 2. The City Council of the City Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the original User Agreement between the City and the South County Soccer Club for operation of the Glenpool Tournament Soccer Playing Fields dated February 20, 2018; and approved by the BOCC as Document # 243799.
- Section 3. The City Council of the City Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the original User Agreement between the City and Lance and Michelle Cole for operation of the Concession Facility located at Glenpool Tournament Soccer Playing Fields dated August 20, 2018; and approved by the BOCC as Document # 243799.
- Section 4. The City Council of the City Glenpool by adoption of this Resolution notifies the South County Soccer Club; Lance and Michelle Cole and the BOCC that the foregoing User Agreements described in Sections 2 and 3 of the Resolution shall be and hereby are renewed for the term of the City of Glenpool Fiscal Year July 1, 2021 – June 30, 2022.

The foregoing Resolution No. 2021004 is hereby adopted by the City Council of Glenpool for the purposes set forth and described herein on this 15th day of March 2021.

CITY COUNCIL

Timothy Lee Fox, Mayor

ATTEST

Wendy Knight, City Clerk

APPROVED AS TO FORM

Lowell Peterson, City Attorney

Attachments:

Original Lease Agreement between Glenpool and BOCC for Soccer Fields, 11/21/16
User Agreement between Glenpool and South County Soccer Club, 02/20/18
User Agreement between Glenpool and Lance/Michelle Cole for Concession Facility, 08/20/18
BOCC Resolution to Renew Soccer Club User Agreement
BOCC Resolution to Renew Concession Facility User Agreement

LEASE AGREEMENT

APPROVED

NOV 21 2016

2016 NOV 16 AM 11:20

BY AND BETWEEN

Tulsa County Board of County Commissioners

Tulsa County, Oklahoma

("LANDLORD")

AND

City Council

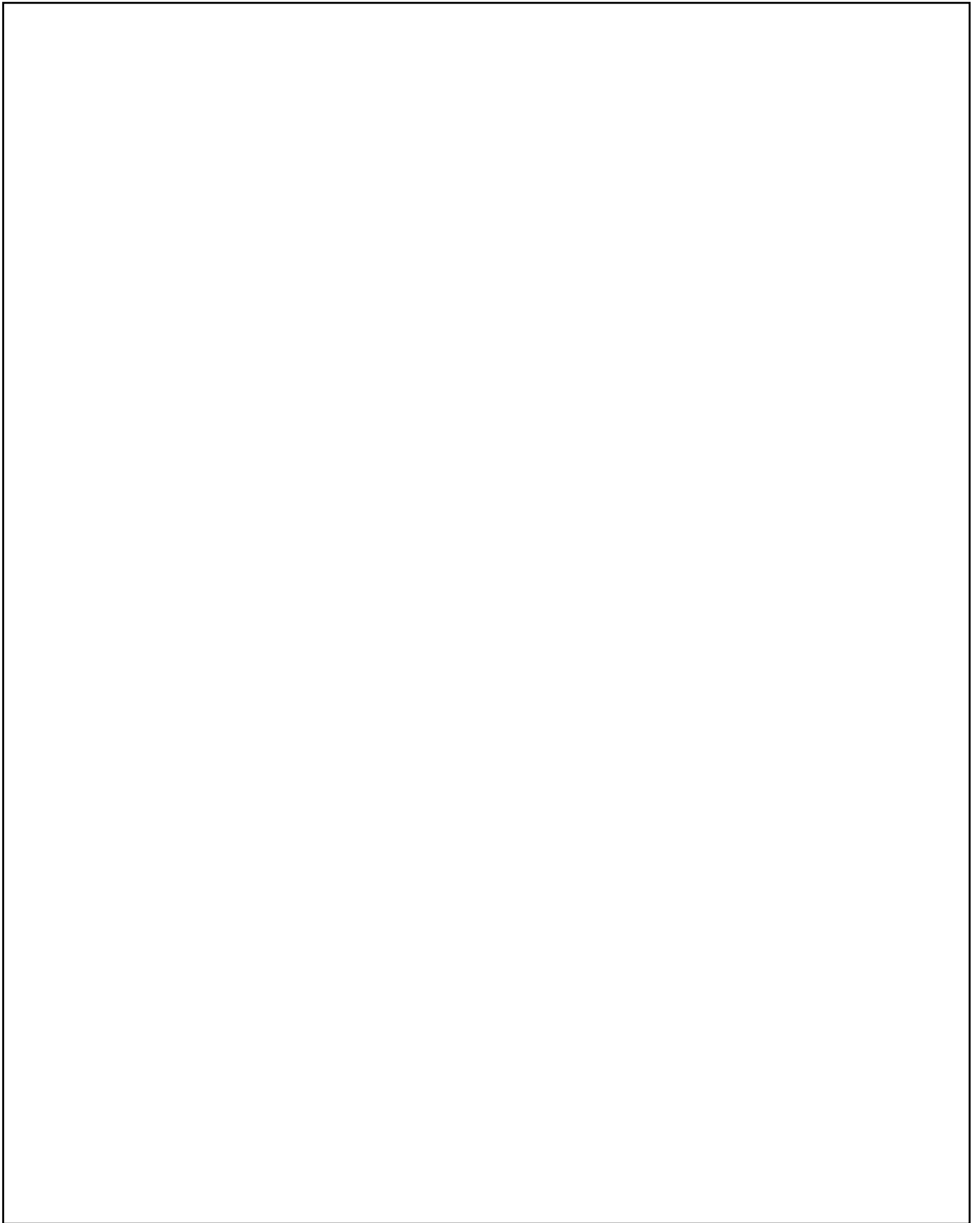
City of Glenpool, Oklahoma

Tulsa County, Oklahoma

("TENANT")

DATED: November 21, 2016

239748



APPROVED

NOV 21 2016

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 21 day of November, 2016, by and between Tulsa County, Oklahoma ("Landlord"), and the City of Glenpool, Oklahoma ("Tenant").

BASIC LEASE PROVISIONS

Landlord: Tulsa County, Oklahoma.

Tenant: City of Glenpool, Oklahoma

Premises or Leased Premises: The Real Property consisting of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two (2) regulation-size soccer fields and related improvements ("Premises" or "Leased Premises"), more fully described below and in **Exhibit A** attached hereto and made a part hereof.

Legal Description of Real Property:

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows, to wit:

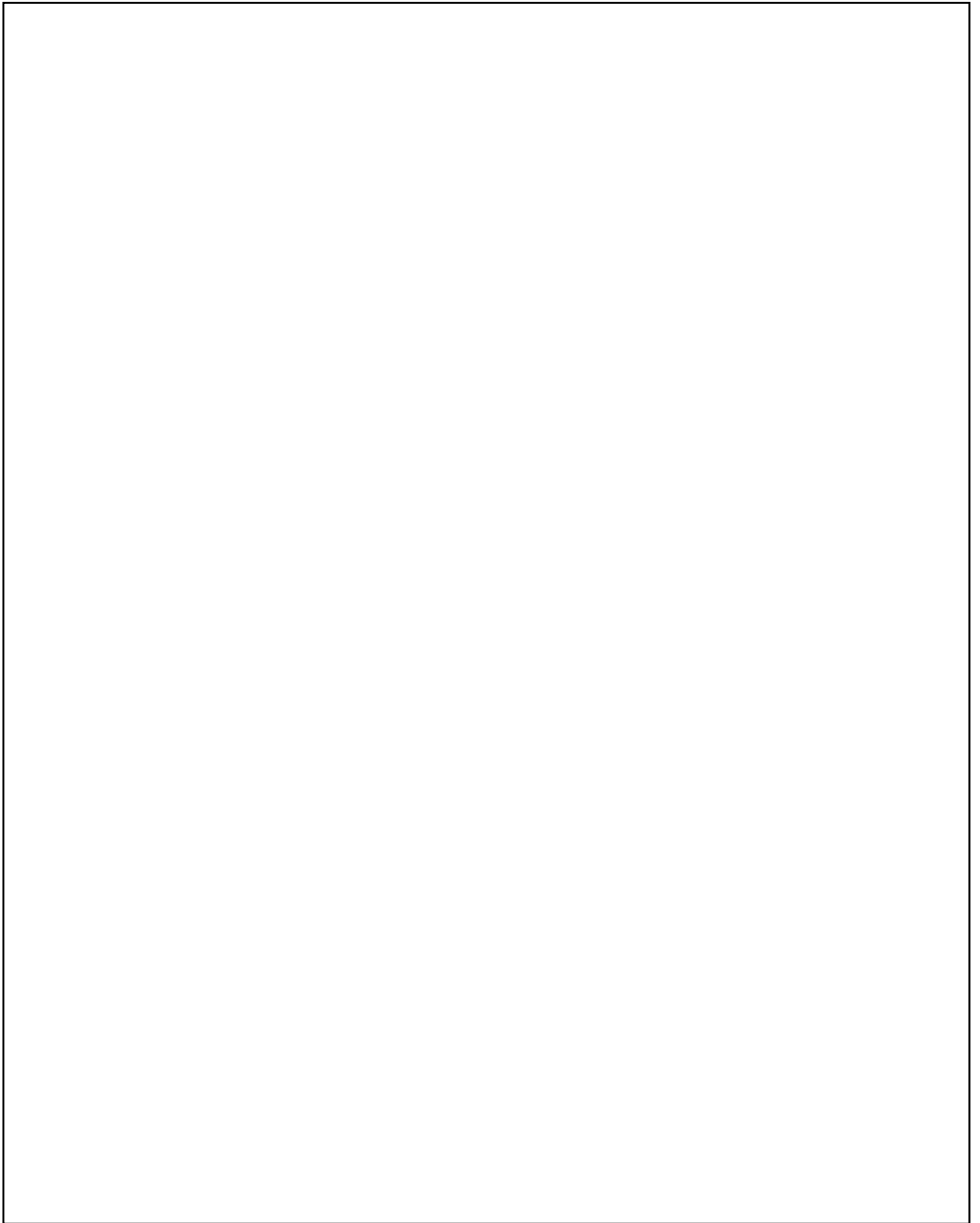
Commencing at a Point, said point being the Northeast Corner of said SE/4: thence S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to **The Point of Beginning**. Said described tract containing 369,600 square feet or 8.48 acres, more or less.

Permitted Use: The Leased Premises may be used only for competitive soccer playing, training and related purposes and sponsored events (or compatible sporting activities).

Commencement Date of Lease: The Primary Term of this Lease shall commence upon _____, 2016 ("Commencement Date").

Lease Term: This Lease shall be for a Primary Term of 25 years (the "Primary Term"), beginning on the Commencement Date and ending 25 years thereafter unless sooner terminated, extended or renewed as herein provided.

239748



Base Rent: Primary Term: The Base Rent for the Leased Premises for the Primary Term shall be \$10.00 per year of the Primary Term. The Base Rent shall be payable beginning on the Commencement Date and on each anniversary date for the Primary Term.

Renewal Terms: At the commencement of each Renewal Term, as applicable, Base Rent shall be \$10.00.

Additional Rent: Tenant shall pay as Additional Rent any and all utilities supplied to or used or consumed thereon, all insurance premiums of every nature affecting the Leased Premises, and all operating and maintenance costs thereof as set forth in the Standard Lease Provisions.

Tenant Improvements: Tenant shall construct all tenant improvements to the Leased Premises in accordance with terms, plans, and specifications shown on the attached **Exhibit B** at Tenant's cost as specified in this Lease.

Right of First Refusal: Tenant shall have the right to purchase the Premises on the same terms and conditions as those contained in any offer to any third party, and as provided in Section 1.03 of the Standard Lease Provisions ("Right of First Refusal" or "ROFR").

Signs: Subject to the Landlord's prior written approval thereof, Tenant, at its sole cost and expense, may place a sign on the exterior of the Premises and may place a monument type sign upon the entrance to the Premises, all upon the terms and conditions set forth in the Standard Lease Provisions.

Contingency: This Lease is subject to and contingent upon Landlord's approval of the plans and specifications for Tenant's intended use, and Tenant's receipt of all required permits and approvals from all government authorities having jurisdiction over the Leased Premises for the Tenant's intended use.

STANDARD LEASE PROVISIONS

The following provisions are made a part of the Lease Agreement between Tulsa County, as Landlord, and the City of Glenpool, Oklahoma, as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

ARTICLE 1

Leased Premises

1.1 Leased Premises. Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A**.

1.2 Landlord's Reserved Rights. Except to the extent expressly limited herein, Landlord reserves full rights to control the Leased Premises (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Lease by Landlord:

To enter upon and within the Leased Premises at reasonable hours for reasonable purposes, including inspection of the Leased Premises, to show the Leased Premises to current and prospective mortgage lenders, insurers, and prospective purchasers, tenants and brokers.

In connection with entering the Leased Premises, Landlord shall provide reasonable advance notice to Tenant and take reasonable steps to minimize any interference with Tenant's business. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights of Tenant's agents, officers, employees, or soccer participants and spectators or other persons lawfully using the Leased Premises for any lawful purpose.

1.3 Right of First Refusal to Purchase Leased Premises. During the Primary Term or Renewal Term, as applicable, provided Tenant is not then in default under the terms and provisions of this Lease beyond any applicable notice and/or cure periods, if Landlord receives a bona fide unrelated third party offer to purchase all of Landlord's interest in the Leased Premises which Landlord desires to accept, Landlord shall notify Tenant thereof in writing, setting forth the terms and conditions of such offer. If requested by Tenant, Landlord shall provide Tenant with a true and correct copy of such third party bona fide offer. Tenant shall thereupon have the right to purchase the Premises on the same terms and conditions as those contained in said offer, which right shall be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's said notice ("right of first refusal" or "ROFR"). Notwithstanding the foregoing, Tenant may elect to finance the purchase regardless of whether the third party purchaser was paying the purchase price in cash or cash equivalent. Time is of the essence in the exercise of such right by Tenant. Tenant's failure to give such notice shall be deemed a waiver of its right of first refusal in that instance.

This ROFR shall expire by its own terms at midnight on the last day of the Primary Term or Renewal Term, as applicable, of this Lease, and any title examiner may rely on the expiration date unless a memorandum executed by both Landlord and Tenant is filed of record prior to such date stating that the ROFR under this

paragraph has been effectively exercised by Tenant. In the event said memorandum is not filed of record prior to such date, this ROFR shall be deemed null and void and absolutely without further force and effect.

ARTICLE 2

Term of Lease

2.1 Primary Term. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire twenty-five (25) years after the Commencement Date unless sooner terminated as herein provided.

2.2 Renewal Options. In consideration of the covenants and agreements of Tenant herein contained, Landlord does hereby grant and extend unto Tenant the following options to renew this Lease:

- (a) The option to renew this Lease upon the expiration of the Primary Term for an additional period of twenty-five (25) years commencing on the date next following the date of expiration of the Primary Term (the "First Renewal Term"). Such option shall be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to expiration of the Primary Term, time being specifically of the essence in the exercise of this option.
- (b) If Tenant shall have timely and properly exercised its first option to renew this Lease as set forth in subparagraph (a) immediately above, it shall have the further option to renew this Lease upon the expiration of the First Renewal Term for an additional or second successive twenty-five (25) year renewal term commencing on the date next following the date of expiration of the First Renewal Term (the "Second Renewal Term"). This second option to renew must be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the First Renewal Term, time being specifically of the essence in the exercise of this second option to renew.

Each of the aforesaid renewals of this Lease shall be upon the same terms and conditions as set forth herein for the Primary Term except for this Renewal Options provision and except for the amount of Base Rent to be paid during each such renewal term.

Each of the foregoing options to renew is expressly conditioned as follows: that at the time of the exercise thereof and at the time for commencement of each such Renewal Term this Lease has not been terminated and Tenant is not then in default beyond applicable notice and/or cure periods in any material respect in any of its covenants and agreements herein contained.

Should Tenant fail to exercise any of its above Options to Renew strictly in the time and manner herein provided, any holding over by Tenant after the expiration of the Primary Term or any then current Renewal Term, whichever is applicable, shall not be construed to renew or extend this Lease regardless of the circumstances of Tenant's holding over.

2.3 Lease Years. The first Lease Year of the Term of this Lease shall begin on the Commencement Date and will end on the next following June 30. The second and subsequent Lease Years will be the successive twelve (12) months of the County's Fiscal Year beginning July 1 immediately following the First Lease Year.

2.4 Surrender of Premises. Upon the termination of this Lease, however caused, Tenant shall deliver and surrender the Premises to Landlord in good order, condition and state of repair, ordinary wear

and tear and casualty and condemnation excepted, provided that consideration for the value of improvements made by Tenant may be subject to negotiation between the parties and action by their respective governing bodies.

ARTICLE 3

Rent

3.1 Base Rent during Primary Term. During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises (the "Base Rent") calculated in accordance with the rate provided in the Basic Lease Provisions. The entire annual Base Rent shall be due and payable in advance on the Commencement Date and on each subsequent July 1 during the full term of this Lease.

3.2 Base Rent during Renewal Terms. The Base Rent for the first twelve (12) months of each Renewal Term shall be the same as the preceding Primary Term or Renewal Term. Base Rent for subsequent Lease Years during the remainder of the then current Renewal Term shall be established by separate agreement between the parties.

3.3 Additional Rent. In addition to Base Rent (including increases therein as hereinabove set forth), Tenant shall also timely pay, as Additional Rent, all other sums of money as shall become due and payable by Tenant under the terms of the Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent" or otherwise. Should Tenant default in the timely payment of any such Additional Rent beyond applicable notice and/or cure periods, Landlord shall have the same remedies as are available to Landlord in the event of a default in the payment of any installment of Base Rent.

3.4 Manner of Payment of Rents: Late Payments. All Rents payable by Tenant to Landlord hereunder shall be paid without counterclaim, setoff or deduction of any nature or amount whatsoever, except as explicitly provided in this Lease. All Rents to be paid to Landlord hereunder shall be made payable to Landlord and mailed or delivered to Landlord at Landlord's notice address pursuant to Section 18.2 of this Lease, unless Landlord designates in writing a different mailing address or a different payee for said Rents. Landlord may by written notice to Tenant designate a different payee or a different mailing address for such Rents. In the event Tenant should fail to make payment of any installment of Base Rent or other payment required to be made to Landlord hereunder within five (5) days after becoming due, Tenant agrees: (a) immediately to pay to Landlord upon written demand therefor a late payment charge in a sum equal to ten percent (10%) of the unpaid amount of each such delinquent Rent installment or payment or, in lieu thereof, and at the option of Landlord exercised by written notice to Tenant, (b) immediately to pay to Landlord upon written demand therefor interest on the unpaid amount of each such Rent installment or payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum; PROVIDED HOWEVER, that neither the terms of this paragraph nor the payment of any such late charge or interest shall, in any manner or to any degree, limit Landlord in the enforcement of any remedy or the exercise of any right provided or granted Landlord by the terms of this Lease or by law, nor shall any of the provisions of this paragraph or payment of any such late charge or interest stay or be construed as a waiver, in whole or in part, of any such remedies or rights of Landlord. If Tenant fails twice during any 12-month period to make any Rent payment when due, Landlord may require by giving written notice to Tenant that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

3.5 Rent Taxes and Charges. Tenant further agrees to pay with each installment of Base Rent any excise or sales tax or other charge levied by any governmental authority upon the Rent payable hereunder or the receipt thereof.

3.6 Net-Net-Net Lease. It is specifically understood and agreed by Tenant that this Lease is what is commonly designated as a Net-Net-Net or Triple Net ("NNN") Lease. It is the express intent of Landlord and Tenant that all Rents and other payments payable under the terms of this Lease shall be absolutely net to Landlord and that each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof, shall be borne by Tenant and Tenant shall hold Landlord harmless therefrom. Such expenses include but are not limited to all utilities, insurance, maintenance, upkeep, operations of interior and exterior, including the building, landscaping, roof, HVAC, structure and management. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole expense and responsibility of Tenant without any expense, risk, liability or obligation whatsoever to or upon Landlord or Landlord's successors or assigns or any mortgagee of Landlord.

Provided however, that Tenant shall not be responsible for (i) expenses that are subject to reimbursement by insurance carriers or other third parties; or (ii) costs incurred as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements, including this Lease.

3.7 Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party; or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law.

ARTICLE 4

Use of Premises

4.1 Uses of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Lease Provisions.

Landlord acknowledges and accepts during the Term of the Lease that the Premises shall be used and occupied by Tenant as soccer fields and related uses. The Premises shall be limited to a maximum of two (2) competitive soccer fields, unless there is a written amendment to this Lease specifying more or fewer.

Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof.

4.2 Parking. Tenant's use of parking facilities on any portion of Landlord's property at 13800 S. Peoria, Glenpool, Oklahoma, 74033, shall not exceed the combined parking capacity of one or more parking lot(s) depicted on **Exhibit C**, to be constructed by Tenant at its cost and donated to Landlord, together with such additional parking as may be provided in accordance with the terms of a separate cross-parking agreement to be entered between the Parties. All use of Premises must be limited to the existing parking lot capacity or such alternate parking as shall be provided by such cross-parking agreement. Landlord shall notify Tenant in writing of any violation of the parking restrictions and, in such case, Landlord may require Tenant to schedule only one field for use and one field to be vacant during each session of play to allow for the transition of teams and spectators.

4.3 Third Party Rental. Tenant shall allow the use of the Premises to parties who are in good standing with Tenant, meet the usage, insurance and payment obligations of this Lease, or in accordance with such other criteria as may be set by Tenant, and subject to availability of the fields. Tenant shall schedule the usage of the fields and shall charge no more than the approved Tulsa County fee for soccer field use at other Tulsa County properties. Landlord shall be responsible to communicate the approved fees and any change in the fees to Tenant. Tenant shall be responsible for collecting all fees from all parties using the Premises.

4.4 Remediation Obligations. If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Tenant shall promptly remediate as required by all applicable Federal, State, or local laws, rules, ordinances, regulations, and orders, and take all necessary actions, at its sole cost and expense, to return Premises to the condition that existed before the introduction of Hazardous Substances, and Tenant shall indemnify, hold harmless and defend Landlord therefore.

ARTICLE 5

Assignment and Subletting

5.1 Assignment or Subletting. Except as otherwise permitted by this Lease, 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.

Notwithstanding any assignment or subletting permitted by Landlord, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the payment of Rents and for the performance of Tenant's other obligations under this Lease. Tenant hereby authorizes any permitted assignee or subtenant to make payments of Rents directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any assignee or subtenant shall constitute a novation or a release of Tenant or any guarantor of Tenant. Receipt by Landlord of Rents from any assignee, subtenant, or occupant of the Premises shall not waive any prohibition of assignment and subletting. Any attempted assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void.

If Tenant requests Landlord's consent to an assignment of the Lease or to a subletting of Premises, Tenant shall give Landlord at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, Landlord may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event Landlord does give its consent to an assignment of this Lease or a subletting of the Premises, Tenant shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of Landlord, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE 6

Maintenance and Repair of Premises; Utilities

6.1 Maintenance and Repairs. At all times during the Primary Term of this Lease and any renewals and extensions hereof, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Premises and all parts and portions thereof, including but not limited to (as applicable) the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of Tenant's sanitary sewer line to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, and all other improvements, and shall bear all costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses, except as otherwise explicitly provided herein.

Tenant shall, at Tenant's expense and as applicable, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of other property of the County. Tenant shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

Notwithstanding the foregoing, Landlord, at Landlord's sole expense, shall be responsible for repair and maintenance costs resulting from a repair that is determined by Landlord or by a trier of fact to be a design or construction defect unless such repairs or maintenance are caused by the actions or inactions of Tenant or any assignee of Tenant.

Tenant agrees throughout the Primary Term of this Lease and any renewals and extensions hereof, at Tenant's sole cost, risk and expense, (a) to take good care of the Premises, including, without limitation, any improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property of Tenant therein; and (b) to keep all of the Premises in good order and condition and promptly, at Tenant's sole cost and expense, to make all necessary repairs to the Leased Premises and all parts thereof, interior and exterior, structural and non- structural, ordinary as well as extraordinary, foreseen as well as unforeseen except as specifically provided above. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be at least equal in quality and class to the original condition of the Premises and related improvements. Tenant shall keep and maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish.

6.2 Utilities. At all times during the Primary Term of this Lease and any renewals or extensions hereof, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Premises or any part thereof on account of any expenses or charges for any

of said utility services and shall save Landlord harmless therefrom. Any utility deposits or utility connection fees or charges required by any government entity or by any public utility company furnishing utility services to the Premises, shall be deposited and/or paid by Tenant.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

ARTICLE 7

Alteration and Installation of Trade Fixtures

7.1 **Alterations.** Tenant may from time to time during the term of this Lease or any renewals or extensions hereof, but at Tenant's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of Landlord. Relocation or removal of non-bearing walls or partitions, if applicable, shall not be deemed a material structural change requiring Landlord's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of Landlord or not, shall be: (a) made at Tenant's sole cost, risk and expense and Landlord held harmless therefrom; (b) made in a good and workmanlike manner; (c) made in compliance with all applicable governmental laws, ordinances, regulations or other requirements; (d) made free of any liens or rights of lien; (e) made using materials at least equal to that of the original construction and shall, unless Landlord elects otherwise in writing at the time it approves the alteration or improvement, become Landlord's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Lease, however such termination may occur, all without reimbursement to Tenant for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the Premises and related improvements constituting any part of the Premises as such value existed immediately before such change or alteration nor shall the same materially impair the structural strength thereof of any structure on the Premises nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by Landlord or Landlord's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by Tenant to perform any such change, addition or alteration shall be the sole agent of Tenant and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of Landlord or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by Tenant, with or without the consent of Landlord, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of Tenant, its agents, employees, contractors or subcontractors shall be discharged of record by Tenant within ten (10) days thereafter at Tenant's sole cost and expense and Landlord held harmless therefrom.

Any renovations or remodeling of the Premises shall be at Tenants sole cost, risk and expense and shall be subject to the limitations, conditions and requirements set forth in this Section concerning the manner in which any such work is to be performed and concerning the effect thereof.

7.2 Trade Fixtures. Tenant shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Premises may be removed by it from time to time during the term of this Lease or any renewals or extensions hereof and upon the expiration of this Lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

ARTICLE 8

Tenant Signs

8.1 Erection and Maintenance of Signs. Tenant shall have the right to erect, place and maintain on the Premises, at its sole cost, risk and expense, any sign or signs designating the name and type of business being conducted on the Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign including the method of attachment or installation. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by Tenant at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of Tenant (which shall be at its sole cost, risk and expense), Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

8.2 Removal of Signs. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs. Installations, modifications, repairs and removal of signs, Tenant's name and logo shall be made by Tenant in such manner as to avoid injury, defacement or overloading of any portion of the Premises and any damages caused by such installation, modification, repair or removal of the signs, name and logo of Tenant shall be promptly repaired by Tenant at its sole cost and expense.

ARTICLE 9

Taxes and Assessments

9.1 Impositions. Landlord and Tenant are tax exempt entities and, as such, no taxes or other impositions related to the Premises shall be due or payable from Tenant.

9.2 Exclusions. Nothing in this Lease shall require Tenant to pay any capital levy, franchise, succession or transfer tax of Landlord or any income or excess profits tax levied upon Landlord.

9.3 Receipts. Intentionally omitted.

9.4 Tenant's Contest of Imposition. Intentionally omitted

9.5 Tenant's Fixtures/Personal or Real Property Tax. As Tenant is a tax-exempt entity, this Section is intentionally omitted.

ARTICLE 10

Insurance and Indemnification

10.1 Casualty Insurance. Tenant agrees, at Tenant's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Lease and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Premises and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. Tenant specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. Tenant shall endorse its insurance policies to name Landlord as additional insured.

10.2 Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease and any renewals and extensions thereof, to maintain for the mutual benefit of Landlord and Tenant, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by Tenant, in such amounts per occurrence and in the annual aggregate as meet the requirements of the Governmental Tort Claims Act. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured. The general public liability insurance policy to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.3 Worker's Compensation Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code). The Worker's Compensation Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.4 Business Automobile Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard form (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. Intentionally omitted.

10.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon the execution of this Lease and in any event no later than prior to the Commencement Date, Landlord and Tenant shall deliver to the other party certificates duly issued by their respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will endeavor to provide prior written notice of at least thirty (30) days' notice of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each party reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by Tenant hereunder shall designate Landlord as an additional insured as their respective interests may appear and may be carried under blanket policies maintained by Tenant if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by Landlord hereunder may provide for such deductible as is customarily provided for in insurance maintained by Landlord with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall (i) contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 11 below, and (ii) provide for the benefit of Landlord, Tenant and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and (iii) shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. The loss, if any under any fire and extended coverage policy or policies provided for in this Article 10 shall be adjusted with the insurance company or companies by the Landlord and Tenant and the loss as so adjusted shall be paid to Landlord and deposited and held by Landlord in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of Landlord/Tenant. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, invitees or employees.

Landlord shall indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with Landlord's acts or omissions, or the acts or omissions of Landlord's employees, invitees, agents, or contractors, on or about the Premises.

10.9 Tenant's Insurance on Its Property. Tenant shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of Landlord or Landlord's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Lease shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured party.

ARTICLE 11

Damage or Destruction of Premises and Related Improvements

11.1 Repair or Replacement of Premises and Related Improvements. In the event that the Premises or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, Tenant covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of Tenant or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, Tenant agrees:

- (a) That if the cost of such repairs, replacement, rebuilding or restoration exceeds the sum of One Hundred Thousand Dollars (\$100,000.00), the same shall be conducted under the supervision of a licensed architect or engineer selected by Landlord;
- (b) No such work shall be undertaken until Tenant shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof; and
- (c) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, Landlord, upon written request from Tenant, shall furnish Tenant with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and
- (d) If any materialmens' or mechanics' or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by Landlord within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by either Landlord or Tenant, or mortgagee of either, on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by the Landlord and Tenant and used by Landlord and Tenant from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if within one (1) year prior to the expiration of the Primary Term of this Lease or during any extension or renewal hereof, the Premises shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the property area of the Premises untenable for its intended use and provided that, at the time of such destruction or damage, Tenant shall not be in default hereunder beyond any applicable notice and/or cure periods, Tenant shall have the option of: (a) causing Landlord to restore, repair, replace, rebuild or alter the Premises and related improvements as aforesaid, provided, Tenant

advises Landlord in writing of its intent to exercise its option to renew the Lease, or (b) of terminating this Lease, PROVIDED, Tenant shall, within ninety (90) days after such destruction or damage, give Landlord notice as of the date, to be specified in said notice, which date shall not be fewer than ten (10) days from the date of said notice, that Tenant elects to terminate this Lease. In the event of such termination, Landlord shall not be required to restore, repair, replace, rebuild or alter the Premises and related improvements or to pay the cost thereof. If Tenant does not elect to cause Landlord to restore the Premises and related improvements, but instead to terminate this Lease, the Tenant will nevertheless be obligated upon such termination to assist the Landlord in recovery of the proceeds of Landlord's insurance covering the Premises and improvements. Tenant's right to terminate this Lease as in this paragraph provided shall be subject to the condition that Tenant pay all Rents and all of the financial obligations payable by Tenant hereunder up to the date specified in the notice of termination given by Tenant to Landlord, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of Tenant's Obligations. Except as hereinabove specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay all Rents and financial obligations payable under the terms of this Lease or to relieve Tenant from any of its other obligations hereunder and Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of Tenant, except to the extent Landlord shall have received insurance proceeds for such Rent or as expressly provided in this Lease.

ARTICLE 12

Eminent Domain

12.1 Substantial Taking. If the whole or any substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Premises shall occur and the Rent, and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date. If only a portion of the Premises shall be taken in condemnation or sold to a condemning authority by Landlord under threat of condemnation, but such taking or sale prevents the practical use of the remaining portion thereof for the permitted purposes, then this Lease shall terminate upon ten (10) days written notice of termination given by Tenant to Landlord, such notice to be given not less than thirty (30) days following the date of possession of that portion of the Premises so taken or sold is required by the condemning authority.

12.2 Partial Taking. If a taking of only a portion of the Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Premises forming a part of the Premises. The taking of all or any part of the Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

12.3 Disposition of Award or Sale Proceeds. If the Premises or any part thereof is taken under any governmental law, ordinance or regulation or by exercise of the right of eminent domain or is sold by Landlord under threat of eminent domain proceedings, the entire award or the entire sales proceeds or damages to the Premises, including the Premises and leasehold improvements forming a part of the Premises, shall be the sole property of Landlord, and Tenant does by these presents hereby assign unto Landlord all of Tenant's right, title and interest in any joint award pursuant to any such eminent domain proceedings or sales proceeds paid pursuant to threat of eminent domain proceedings, and Tenant authorizes and empowers Landlord in Tenant's name to receipt and give credit therefor and to make, execute and deliver in Tenant's name any release or other instruments that may be required to recover any such award or sale proceeds. Provided, any damages awarded as compensation for loss of business by Tenant and cost of removal or relocation of Tenant's business shall belong to it.

ARTICLE 13.

Subordination; Non Disturbance

13.1 Subordination to Mortgage; Non-disturbance of Tenant. Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 Attornment by Tenant. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 14

Estoppel Certificate

14.1 Execution and Delivery of Estoppel Certificate. Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by

Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;
- (b) Tenant has accepted possession and now conducts business in the Premises;
- (c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied;
- (d) That Tenant has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Lease as of the date of such certificate;
- (e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and
- (f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 15.

Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 **Right to Perform Tenant's Covenants.** Tenant agrees that if it shall at any time fail to pay any Imposition, or to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of Tenant agreed by it herein to be made or performed, then Landlord or any mortgagee of Landlord may, but shall not be obligated to do so, and without further notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained and without waiver of any other remedy or right granted Landlord by the terms of this Lease:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by Tenant and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on Tenant's part to be made or performed as in this Lease provided,

All sums so paid by Landlord or Landlord's mortgagee and all costs and expenses incurred by Landlord or Landlord's mortgagee in performing or causing to be performed acts on Tenant's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by Landlord or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per

annum from the date of making such expenditure by Landlord or its mortgagee, at the option of Landlord or its mortgagee, shall be payable by Tenant to Landlord or to Landlord's mortgagee, whichever is applicable, as Additional Rent hereunder and shall be due and payable on demand, and Tenant agrees to pay any such sum or sums with interest as aforesaid. Landlord shall have, in addition to any other right or remedy of Landlord granted by law, the same rights and remedies in the event of nonpayment of any such Additional Rent by Tenant as in the case of default by Tenant in the payment of Base Rent payable under the terms hereof. Neither Landlord nor Landlord's mortgagee shall be required to inquire into the correctness of the amount or validity of any Imposition or lien which may be paid by Landlord or its mortgagee hereunder and shall have full authority in Landlord's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 16

Default of Tenant

16.1 Events of Default. The following events shall be deemed to be Events of Default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.
- (c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets.
- (d) Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due.
- (e) Tenant shall make a general assignment for the benefit of its creditors.
- (f) Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law.
- (g) Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.
- (h) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.
- (i) If an Order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Tenant a bankrupt or insolvent, or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant, or of all or substantially all of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

16.2 Remedies of Landlord. Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remediateing or restoring the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and relet the Premises and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Premises or otherwise.
- (c) Without terminating this Lease, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant or Tenant's property from such action, whether caused by the negligence of Landlord, or Landlord's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents due to Landlord hereunder or of any of the damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord shall take reasonable steps to mitigate Landlord's damages. Failure or delay by Landlord to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by Tenant of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, Tenant hereby waives the defense that Landlord has a speedy or adequate remedy at law.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's

fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

ARTICLE 17

Default of Landlord

17.1 Default of Landlord. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other persons; and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any officer, administrator, employee or agent of Landlord shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Premises. In no event shall Landlord or any officer, administrator, employee or agent of Landlord be liable to Tenant for any indirect, special or consequential damages.

ARTICLE 18

Miscellaneous Provisions

18.1 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of any applicable term of this Lease and without execution of a new lease agreement, it shall be deemed to be occupying the Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment hereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.

18.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (a) personally delivered to the intended recipient(s) at the addresses specified below; (b) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (c) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the

date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Landlord:

Attn: Chairperson Tulsa County Board of County Commissioners
500 S. Denver
Tulsa, Oklahoma 74107

If to Tenant:

Attn: City Manager, City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

18.3 Applicable Law. This Lease shall be governed by and enforced and construed exclusively under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.

18.4 Recording – Memorandum of Lease. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

18.5 Insufficient Payment or Delay in Payment of Rents or Other Financial Obligations. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents or other financial obligations herein agreed to be paid by Tenant shall be deemed to be other than on account of the earliest Rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or any other form payment by Tenant to Landlord shall be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other financial obligation or pursue any other remedy in this Lease or by law provided.

18.6 Quiet Enjoyment. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.

18.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.

18.8 Entirety. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

18.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.

18.10 Duplicate Originals. Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original.

18.11 Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

18.12 Severability. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this Lease.

18.13 Binding Effect. This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

18.14 Approval or Consent. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

18.15 Representations and Warranties.

Landlord represents and warrants that:

- (a) Landlord holds fee simple title to the Premises;
- (b) Landlord has the authority to enter into this Lease and the party signing this Lease on behalf of Landlord has the power and authority to sign this Lease on behalf of Landlord. No consent of any third party is required in order for Landlord to enter into this Lease and perform Landlord's obligations hereunder;
- (c) Neither the execution nor delivery of this Lease by Landlord nor the performance by it pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Landlord is a party;
- (d) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises by the purposes permitted by this Lease;
- (e) There are no underlying or superior leases with respect to the Premises;

Tenant represents and warrants that:

- (a) Tenant has the authority to enter into this Lease and the party signing this Lease on behalf of Tenant has the power and authority to sign this Lease on behalf of Tenant. No consent of any third party is required in order for Tenant to enter into this Lease and perform Tenant's obligations hereunder;

- (b) Neither the execution nor delivery of this Lease by Tenant nor the performance by in pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Tenant is a party;
- (c) There are no actions or proceedings pending or to Tenant's knowledge, threatened against Tenant which may in any manner whatsoever affect the validity or enforceability of this Lease.

As of the 21 day of November, Landlord and Tenant have signed below to reflect their agreement to this Lease Agreement and such Exhibits as are expressly referenced and incorporated therein.

TULSA COUNTY, Landlord


By: Chairperson
Tulsa County Board of County Commissioners

Attest:


County Clerk



CITY OF GLENPOOL, Tenant


By: Mayor, Timothy Lee Fox

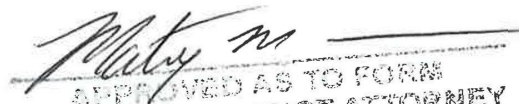

APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

EXHIBIT A

Leased Premises

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows, to wit:

Commencing at a Point, said point being the Northeast Corner of said SE/4; thence S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres, more or less.

EXHIBIT B
Construction Plans

EXHIBIT C

Parking Lot

(See terms of Section 4.2)

APPROVED

FEB 20 2018

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

FEB 14 2018

**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.

243799

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.

- 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.

- 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 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.
- 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.
- 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.
- 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 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
- 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 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 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.
- 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
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

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

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.

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 
Timothy Lee Fox, Mayor


Date

Attest:

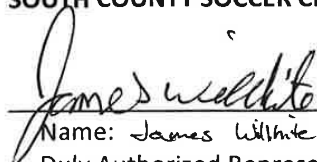

Susan White, City Clerk



Approved as to Form:


Lowell Peterson, City Attorney

SOUTH COUNTY SOCCER CLUB


Name: James Willhite
Duly Authorized Representative

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this 20th day of February, 2018, personally appeared James Willhite known to me to be the President [title] of the SoCo Soccer Club [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:

August 6, 2018




Notary Public

TULSA COUNTY

As of the 20th day of February 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]

2/20/18
Date

Attest:



Mike Willis County Clerk



Seal

Approved as to Form:



Nolan M. Fields Assistant District Attorney

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]**

LEASE AGREEMENT **APPROVED**

NOV 21 2016

STATE OF OKLAHOMA
TULSA COUNTY
FILED

2016 NOV 16 AM 11:20

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

239748

APPROVED

NOV 21 2016

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 21 day of November, 2016, by and between Tulsa County, Oklahoma ("Landlord"), and the City of Glenpool, Oklahoma ("Tenant").

BASIC LEASE PROVISIONS

Landlord: Tulsa County, Oklahoma.

Tenant: City of Glenpool, Oklahoma

Premises or Leased Premises: The Real Property consisting of approximately 8.48 acres located at 13800 S. Peoria, Glenpool, Oklahoma, consisting of property situated on and a part of the premises of the South [Tulsa] County Recreational Facility, to be used for the construction and use of two (2) regulation-size soccer fields and related improvements ("Premises" or "Leased Premises"), more fully described below and in **Exhibit A** attached hereto and made a part hereof.

Legal Description of Real Property:

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows, to wit:

Commencing at a Point, said point being the Northeast Corner of said SE/4: thence S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres, more or less.

Permitted Use: The Leased Premises may be used only for competitive soccer playing, training and related purposes and sponsored events (or compatible sporting activities).

Commencement Date of Lease: The Primary Term of this Lease shall commence upon _____, 2016 ("Commencement Date").

Lease Term: This Lease shall be for a Primary Term of 25 years (the "Primary Term"), beginning on the Commencement Date and ending 25 years thereafter unless sooner terminated, extended or renewed as herein provided.

239748

Base Rent: Primary Term: The Base Rent for the Leased Premises for the Primary Term shall be \$10.00 per year of the Primary Term. The Base Rent shall be payable beginning on the Commencement Date and on each anniversary date for the Primary Term.

Renewal Terms: At the commencement of each Renewal Term, as applicable, Base Rent shall be \$10.00.

Additional Rent: Tenant shall pay as Additional Rent any and all utilities supplied to or used or consumed thereon, all insurance premiums of every nature affecting the Leased Premises, and all operating and maintenance costs thereof as set forth in the Standard Lease Provisions.

Tenant Improvements: Tenant shall construct all tenant improvements to the Leased Premises in accordance with terms, plans, and specifications shown on the attached **Exhibit B** at Tenant's cost as specified in this Lease.

Right of First Refusal: Tenant shall have the right to purchase the Premises on the same terms and conditions as those contained in any offer to any third party, and as provided in Section 1.03 of the Standard Lease Provisions ("Right of First Refusal" or "ROFR").

Signs: Subject to the Landlord's prior written approval thereof, Tenant, at its sole cost and expense, may place a sign on the exterior of the Premises and may place a monument type sign upon the entrance to the Premises, all upon the terms and conditions set forth in the Standard Lease Provisions.

Contingency: This Lease is subject to and contingent upon Landlord's approval of the plans and specifications for Tenant's intended use, and Tenant's receipt of all required permits and approvals from all government authorities having jurisdiction over the Leased Premises for the Tenant's intended use.

STANDARD LEASE PROVISIONS

The following provisions are made a part of the Lease Agreement between Tulsa County, as Landlord, and the City of Glenpool, Oklahoma, as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

ARTICLE 1

Leased Premises

1.1 Leased Premises. Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A**.

1.2 Landlord's Reserved Rights. Except to the extent expressly limited herein, Landlord reserves full rights to control the Leased Premises (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Lease by Landlord:

To enter upon and within the Leased Premises at reasonable hours for reasonable purposes, including inspection of the Leased Premises, to show the Leased Premises to current and prospective mortgage lenders, insurers, and prospective purchasers, tenants and brokers.

In connection with entering the Leased Premises, Landlord shall provide reasonable advance notice to Tenant and take reasonable steps to minimize any interference with Tenant's business. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights of Tenant's agents, officers, employees, or soccer participants and spectators or other persons lawfully using the Leased Premises for any lawful purpose.

1.3 Right of First Refusal to Purchase Leased Premises. During the Primary Term or Renewal Term, as applicable, provided Tenant is not then in default under the terms and provisions of this Lease beyond any applicable notice and/or cure periods, if Landlord receives a bona fide unrelated third party offer to purchase all of Landlord's interest in the Leased Premises which Landlord desires to accept, Landlord shall notify Tenant thereof in writing, setting forth the terms and conditions of such offer. If requested by Tenant, Landlord shall provide Tenant with a true and correct copy of such third party bona fide offer. Tenant shall thereupon have the right to purchase the Premises on the same terms and conditions as those contained in said offer, which right shall be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's said notice ("right of first refusal" or "ROFR"). Notwithstanding the foregoing, Tenant may elect to finance the purchase regardless of whether the third party purchaser was paying the purchase price in cash or cash equivalent. Time is of the essence in the exercise of such right by Tenant. Tenant's failure to give such notice shall be deemed a waiver of its right of first refusal in that instance.

This ROFR shall expire by its own terms at midnight on the last day of the Primary Term or Renewal Term, as applicable, of this Lease, and any title examiner may rely on the expiration date unless a memorandum executed by both Landlord and Tenant is filed of record prior to such date stating that the ROFR under this

paragraph has been effectively exercised by Tenant. In the event said memorandum is not filed of record prior to such date, this ROFR shall be deemed null and void and absolutely without further force and effect.

ARTICLE 2

Term of Lease

2.1 Primary Term. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire twenty-five (25) years after the Commencement Date unless sooner terminated as herein provided.

2.2 Renewal Options. In consideration of the covenants and agreements of Tenant herein contained, Landlord does hereby grant and extend unto Tenant the following options to renew this Lease:

- (a) The option to renew this Lease upon the expiration of the Primary Term for an additional period of twenty-five (25) years commencing on the date next following the date of expiration of the Primary Term (the "First Renewal Term"). Such option shall be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to expiration of the Primary Term, time being specifically of the essence in the exercise of this option.
- (b) If Tenant shall have timely and properly exercised its first option to renew this Lease as set forth in subparagraph (a) immediately above, it shall have the further option to renew this Lease upon the expiration of the First Renewal Term for an additional or second successive twenty-five (25) year renewal term commencing on the date next following the date of expiration of the First Renewal Term (the "Second Renewal Term"). This second option to renew must be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the First Renewal Term, time being specifically of the essence in the exercise of this second option to renew.

Each of the aforesaid renewals of this Lease shall be upon the same terms and conditions as set forth herein for the Primary Term except for this Renewal Options provision and except for the amount of Base Rent to be paid during each such renewal term.

Each of the foregoing options to renew is expressly conditioned as follows: that at the time of the exercise thereof and at the time for commencement of each such Renewal Term this Lease has not been terminated and Tenant is not then in default beyond applicable notice and/or cure periods in any material respect in any of its covenants and agreements herein contained.

Should Tenant fail to exercise any of its above Options to Renew strictly in the time and manner herein provided, any holding over by Tenant after the expiration of the Primary Term or any then current Renewal Term, whichever is applicable, shall not be construed to renew or extend this Lease regardless of the circumstances of Tenant's holding over.

2.3 Lease Years. The first Lease Year of the Term of this Lease shall begin on the Commencement Date and will end on the next following June 30. The second and subsequent Lease Years will be the successive twelve (12) months of the County's Fiscal Year beginning July 1 immediately following the First Lease Year.

2.4 Surrender of Premises. Upon the termination of this Lease, however caused, Tenant shall deliver and surrender the Premises to Landlord in good order, condition and state of repair, ordinary wear

and tear and casualty and condemnation excepted, provided that consideration for the value of improvements made by Tenant may be subject to negotiation between the parties and action by their respective governing bodies.

ARTICLE 3

Rent

3.1 **Base Rent during Primary Term.** During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises (the "Base Rent") calculated in accordance with the rate provided in the Basic Lease Provisions. The entire annual Base Rent shall be due and payable in advance on the Commencement Date and on each subsequent July 1 during the full term of this Lease.

3.2 **Base Rent during Renewal Terms.** The Base Rent for the first twelve (12) months of each Renewal Term shall be the same as the preceding Primary Term or Renewal Term. Base Rent for subsequent Lease Years during the remainder of the then current Renewal Term shall be established by separate agreement between the parties.

3.3 **Additional Rent.** In addition to Base Rent (including increases therein as hereinabove set forth), Tenant shall also timely pay, as Additional Rent, all other sums of money as shall become due and payable by Tenant under the terms of the Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent" or otherwise. Should Tenant default in the timely payment of any such Additional Rent beyond applicable notice and/or cure periods, Landlord shall have the same remedies as are available to Landlord in the event of a default in the payment of any installment of Base Rent.

3.4 **Manner of Payment of Rents: Late Payments.** All Rents payable by Tenant to Landlord hereunder shall be paid without counterclaim, setoff or deduction of any nature or amount whatsoever, except as explicitly provided in this Lease. All Rents to be paid to Landlord hereunder shall be made payable to Landlord and mailed or delivered to Landlord at Landlord's notice address pursuant to Section 18.2 of this Lease, unless Landlord designates in writing a different mailing address or a different payee for said Rents. Landlord may by written notice to Tenant designate a different payee or a different mailing address for such Rents. In the event Tenant should fail to make payment of any installment of Base Rent or other payment required to be made to Landlord hereunder within five (5) days after becoming due, Tenant agrees: (a) immediately to pay to Landlord upon written demand therefor a late payment charge in a sum equal to ten percent (10%) of the unpaid amount of each such delinquent Rent installment or payment or, in lieu thereof, and at the option of Landlord exercised by written notice to Tenant, (b) immediately to pay to Landlord upon written demand therefor interest on the unpaid amount of each such Rent installment or payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum; PROVIDED HOWEVER, that neither the terms of this paragraph nor the payment of any such late charge or interest shall, in any manner or to any degree, limit Landlord in the enforcement of any remedy or the exercise of any right provided or granted Landlord by the terms of this Lease or by law, nor shall any of the provisions of this paragraph or payment of any such late charge or interest stay or be construed as a waiver, in whole or in part, of any such remedies or rights of Landlord. If Tenant fails twice during any 12-month period to make any Rent payment when due, Landlord may require by giving written notice to Tenant that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

3.5 Rent Taxes and Charges. Tenant further agrees to pay with each installment of Base Rent any excise or sales tax or other charge levied by any governmental authority upon the Rent payable hereunder or the receipt thereof.

3.6 Net-Net-Net Lease. It is specifically understood and agreed by Tenant that this Lease is what is commonly designated as a Net-Net-Net or Triple Net ("NNN") Lease. It is the express intent of Landlord and Tenant that all Rents and other payments payable under the terms of this Lease shall be absolutely net to Landlord and that each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof, shall be borne by Tenant and Tenant shall hold Landlord harmless therefrom. Such expenses include but are not limited to all utilities, insurance, maintenance, upkeep, operations of interior and exterior, including the building, landscaping, roof, HVAC, structure and management. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole expense and responsibility of Tenant without any expense, risk, liability or obligation whatsoever to or upon Landlord or Landlord's successors or assigns or any mortgagee of Landlord.

Provided however, that Tenant shall not be responsible for (i) expenses that are subject to reimbursement by insurance carriers or other third parties; or (ii) costs incurred as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements, including this Lease.

3.7 Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party; or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law.

ARTICLE 4

Use of Premises

4.1 Uses of Premises. The Premises shall be used and occupied only for the purposes specified in the Basic Lease Provisions.

Landlord acknowledges and accepts during the Term of the Lease that the Premises shall be used and occupied by Tenant as soccer fields and related uses. The Premises shall be limited to a maximum of two (2) competitive soccer fields, unless there is a written amendment to this Lease specifying more or fewer.

Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Premises.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof.

4.2 **Parking.** Tenant's use of parking facilities on any portion of Landlord's property at 13800 S. Peoria, Glenpool, Oklahoma, 74033, shall not exceed the combined parking capacity of one or more parking lot(s) depicted on **Exhibit C**, to be constructed by Tenant at its cost and donated to Landlord, together with such additional parking as may be provided in accordance with the terms of a separate cross-parking agreement to be entered between the Parties. All use of Premises must be limited to the existing parking lot capacity or such alternate parking as shall be provided by such cross-parking agreement. Landlord shall notify Tenant in writing of any violation of the parking restrictions and, in such case, Landlord may require Tenant to schedule only one field for use and one field to be vacant during each session of play to allow for the transition of teams and spectators.

4.3 **Third Party Rental.** Tenant shall allow the use of the Premises to parties who are in good standing with Tenant, meet the usage, insurance and payment obligations of this Lease, or in accordance with such other criteria as may be set by Tenant, and subject to availability of the fields. Tenant shall schedule the usage of the fields and shall charge no more than the approved Tulsa County fee for soccer field use at other Tulsa County properties. Landlord shall be responsible to communicate the approved fees and any change in the fees to Tenant. Tenant shall be responsible for collecting all fees from all parties using the Premises.

4.4 **Remediation Obligations.** If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Tenant shall promptly remediate as required by all applicable Federal, State, or local laws, rules, ordinances, regulations, and orders, and take all necessary actions, at its sole cost and expense, to return Premises to the condition that existed before the introduction of Hazardous Substances, and Tenant shall indemnify, hold harmless and defend Landlord therefore.

ARTICLE 5

Assignment and Subletting

5.1 **Assignment or Subletting.** Except as otherwise permitted by this Lease, 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.

Notwithstanding any assignment or subletting permitted by Landlord, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the payment of Rents and for the performance of Tenant's other obligations under this Lease. Tenant hereby authorizes any permitted assignee or subtenant to make payments of Rents directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any assignee or subtenant shall constitute a novation or a release of Tenant or any guarantor of Tenant. Receipt by Landlord of Rents from any assignee, subtenant, or occupant of the Premises shall not waive any prohibition of assignment and subletting. Any attempted assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void.

If Tenant requests Landlord's consent to an assignment of the Lease or to a subletting of Premises, Tenant shall give Landlord at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, Landlord may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event Landlord does give its consent to an assignment of this Lease or a subletting of the Premises, Tenant shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of Landlord, any cost of renovation, altering, or decorating the Premises for a new occupant, and any leasing brokerage fees.

ARTICLE 6

Maintenance and Repair of Premises; Utilities

6.1 Maintenance and Repairs. At all times during the Primary Term of this Lease and any renewals and extensions hereof, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Premises and all parts and portions thereof, including but not limited to (as applicable) the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Premises (including assuring the free flow of Tenant's sanitary sewer line to the main line serving the Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, and all other improvements, and shall bear all costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses, except as otherwise explicitly provided herein.

Tenant shall, at Tenant's expense and as applicable, repaint, refurnish and remodel the Premises from time to time to assure that the Premises are kept in a tenantable and attractive condition consistent with the quality and condition of other property of the County. Tenant shall also keep the Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

Notwithstanding the foregoing, Landlord, at Landlord's sole expense, shall be responsible for repair and maintenance costs resulting from a repair that is determined by Landlord or by a trier of fact to be a design or construction defect unless such repairs or maintenance are caused by the actions or inactions of Tenant or any assignee of Tenant.

Tenant agrees throughout the Primary Term of this Lease and any renewals and extensions hereof, at Tenant's sole cost, risk and expense, (a) to take good care of the Premises, including, without limitation, any improvements forming a part of the Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property of Tenant therein; and (b) to keep all of the Premises in good order and condition and promptly, at Tenant's sole cost and expense, to make all necessary repairs to the Leased Premises and all parts thereof, interior and exterior, structural and non- structural, ordinary as well as extraordinary, foreseen as well as unforeseen except as specifically provided above. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be at least equal in quality and class to the original condition of the Premises and related improvements. Tenant shall keep and maintain all portions of the Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish.

6.2 Utilities. At all times during the Primary Term of this Lease and any renewals or extensions hereof, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Premises or any part thereof on account of any expenses or charges for any

of said utility services and shall save Landlord harmless therefrom. Any utility deposits or utility connection fees or charges required by any government entity or by any public utility company furnishing utility services to the Premises, shall be deposited and/or paid by Tenant.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

ARTICLE 7

Alteration and Installation of Trade Fixtures

7.1 Alterations. Tenant may from time to time during the term of this Lease or any renewals or extensions hereof, but at Tenant's sole cost, risk and expense, make such alterations or improvements to the Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the structural soundness of the Premises shall be made without the prior written consent of Landlord. Relocation or removal of non-bearing walls or partitions, if applicable, shall not be deemed a material structural change requiring Landlord's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of Landlord or not, shall be: (a) made at Tenant's sole cost, risk and expense and Landlord held harmless therefrom; (b) made in a good and workmanlike manner; (c) made in compliance with all applicable governmental laws, ordinances, regulations or other requirements; (d) made free of any liens or rights of lien; (e) made using materials at least equal to that of the original construction and shall, unless Landlord elects otherwise in writing at the time it approves the alteration or improvement, become Landlord's property and remain upon and be surrendered with the Premises as a part thereof upon the termination of this Lease, however such termination may occur, all without reimbursement to Tenant for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the Premises and related improvements constituting any part of the Premises as such value existed immediately before such change or alteration nor shall the same materially impair the structural strength thereof of any structure on the Premises nor materially adversely affect the value of the Premises as a whole. Any change, addition or alteration to the Premises shall be subject to inspection at any time and from time to time by Landlord or Landlord's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by Tenant to perform any such change, addition or alteration shall be the sole agent of Tenant and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of Landlord or as granting any right of lien in and to any part of the Premises. Whether any such alteration, addition or improvement to the Premises is made by Tenant, with or without the consent of Landlord, any mechanic's or materialman's lien filed against the Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of Tenant, its agents, employees, contractors or subcontractors shall be discharged of record by Tenant within ten (10) days thereafter at Tenant's sole cost and expense and Landlord held harmless therefrom.

Any renovations or remodeling of the Premises shall be at Tenants sole cost, risk and expense and shall be subject to the limitations, conditions and requirements set forth in this Section concerning the manner in which any such work is to be performed and concerning the effect thereof.

7.2 Trade Fixtures. Tenant shall have the right to install in or upon the Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Premises may be removed by it from time to time during the term of this Lease or any renewals or extensions hereof and upon the expiration of this Lease, provided, that any damage caused to the Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

ARTICLE 8

Tenant Signs

8.1 Erection and Maintenance of Signs. Tenant shall have the right to erect, place and maintain on the Premises, at its sole cost, risk and expense, any sign or signs designating the name and type of business being conducted on the Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign including the method of attachment or installation. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by Tenant at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of Tenant (which shall be at its sole cost, risk and expense), Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

8.2 Removal of Signs. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs. Installations, modifications, repairs and removal of signs, Tenant's name and logo shall be made by Tenant in such manner as to avoid injury, defacement or overloading of any portion of the Premises and any damages caused by such installation, modification, repair or removal of the signs, name and logo of Tenant shall be promptly repaired by Tenant at its sole cost and expense.

ARTICLE 9

Taxes and Assessments

9.1 Impositions. Landlord and Tenant are tax exempt entities and, as such, no taxes or other impositions related to the Premises shall be due or payable from Tenant.

9.2 Exclusions. Nothing in this Lease shall require Tenant to pay any capital levy, franchise, succession or transfer tax of Landlord or any income or excess profits tax levied upon Landlord.

9.3 Receipts. Intentionally omitted.

9.4 Tenant's Contest of Imposition. Intentionally omitted

9.5 Tenant's Fixtures/Personal or Real Property Tax. As Tenant is a tax-exempt entity, this Section is intentionally omitted.

ARTICLE 10

Insurance and Indemnification

10.1 Casualty Insurance. Tenant agrees, at Tenant's sole cost and expense, to keep the Premises insured at all times during the Primary Term of this Lease and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Premises and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. Tenant specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. Tenant shall endorse its insurance policies to name Landlord as additional insured.

10.2 Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease and any renewals and extensions thereof, to maintain for the mutual benefit of Landlord and Tenant, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Premises or occurring or arising out of the use or occupancy of the Premises by Tenant, in such amounts per occurrence and in the annual aggregate as meet the requirements of the Governmental Tort Claims Act. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured. The general public liability insurance policy to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.3 Worker's Compensation Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code). The Worker's Compensation Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.4 Business Automobile Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard form (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. Intentionally omitted.

10.6 Nature of Insurance Policies. All insurance provided for in this Article 10 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon the execution of this Lease and in any event no later than prior to the Commencement Date, Landlord and Tenant shall deliver to the other party certificates duly issued by their respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will endeavor to provide prior written notice of at least thirty (30) days' notice of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each party reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by Tenant hereunder shall designate Landlord as an additional insured as their respective interests may appear and may be carried under blanket policies maintained by Tenant if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by Landlord hereunder may provide for such deductible as is customarily provided for in insurance maintained by Landlord with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall (i) contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Premises with loss payable to such holder or holders for application as provided in Article 11 below, and (ii) provide for the benefit of Landlord, Tenant and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and (iii) shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the hazards or risks involved, whether collectible or not. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or any occupant of the Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. The loss, if any under any fire and extended coverage policy or policies provided for in this Article 10 shall be adjusted with the insurance company or companies by the Landlord and Tenant and the loss as so adjusted shall be paid to Landlord and deposited and held by Landlord in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of Landlord/Tenant. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, invitees or employees.

Landlord shall indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with Landlord's acts or omissions, or the acts or omissions of Landlord's employees, invitees, agents, or contractors, on or about the Premises.

10.9 Tenant's Insurance on Its Property. Tenant shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of Landlord or Landlord's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Lease shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured party.

ARTICLE 11

Damage or Destruction of Premises and Related Improvements

11.1 Repair or Replacement of Premises and Related Improvements. In the event that the Premises or any related improvements presently forming a part of the Premises shall be damaged or destroyed, regardless of the cause therefore, Tenant covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of Tenant or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, Tenant agrees:

- (a) That if the cost of such repairs, replacement, rebuilding or restoration exceeds the sum of One Hundred Thousand Dollars (\$100,000.00), the same shall be conducted under the supervision of a licensed architect or engineer selected by Landlord;
- (b) No such work shall be undertaken until Tenant shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof; and
- (c) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, Landlord, upon written request from Tenant, shall furnish Tenant with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and
- (d) If any materialmens' or mechanics' or other liens are filed against the Premises by reason of any such work set forth above, such lien shall be discharged of record by Landlord within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Premises, all insurance money recovered by either Landlord or Tenant, or mortgagee of either, on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by the Landlord and Tenant and used by Landlord and Tenant from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if within one (1) year prior to the expiration of the Primary Term of this Lease or during any extension or renewal hereof, the Premises shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the property area of the Premises untenable for its intended use and provided that, at the time of such destruction or damage, Tenant shall not be in default hereunder beyond any applicable notice and/or cure periods, Tenant shall have the option of: (a) causing Landlord to restore, repair, replace, rebuild or alter the Premises and related improvements as aforesaid, provided, Tenant

advises Landlord in writing of its intent to exercise its option to renew the Lease, or (b) of terminating this Lease, PROVIDED, Tenant shall, within ninety (90) days after such destruction or damage, give Landlord notice as of the date, to be specified in said notice, which date shall not be fewer than ten (10) days from the date of said notice, that Tenant elects to terminate this Lease. In the event of such termination, Landlord shall not be required to restore, repair, replace, rebuild or alter the Premises and related improvements or to pay the cost thereof. If Tenant does not elect to cause Landlord to restore the Premises and related improvements, but instead to terminate this Lease, the Tenant will nevertheless be obligated upon such termination to assist the Landlord in recovery of the proceeds of Landlord's insurance covering the Premises and improvements. Tenant's right to terminate this Lease as in this paragraph provided shall be subject to the condition that Tenant pay all Rents and all of the financial obligations payable by Tenant hereunder up to the date specified in the notice of termination given by Tenant to Landlord, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of Tenant's Obligations. Except as hereinabove specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Premises from whatsoever cause shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay all Rents and financial obligations payable under the terms of this Lease or to relieve Tenant from any of its other obligations hereunder and Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Premises or any part thereof or to obtain any suspension, diminution, abandonment or reduction of Rent on account of any such loss, damage or destruction to the Premises or any property of Tenant, except to the extent Landlord shall have received insurance proceeds for such Rent or as expressly provided in this Lease.

ARTICLE 12

Eminent Domain

12.1 Substantial Taking. If the whole or any substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Premises shall occur and the Rent, and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date. If only a portion of the Premises shall be taken in condemnation or sold to a condemning authority by Landlord under threat of condemnation, but such taking or sale prevents the practical use of the remaining portion thereof for the permitted purposes, then this Lease shall terminate upon ten (10) days written notice of termination given by Tenant to Landlord, such notice to be given not less than thirty (30) days following the date of possession of that portion of the Premises so taken or sold is required by the condemning authority.

12.2 Partial Taking. If a taking of only a portion of the Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Premises forming a part of the Premises. The taking of all or any part of the Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

12.3 Disposition of Award or Sale Proceeds. If the Premises or any part thereof is taken under any governmental law, ordinance or regulation or by exercise of the right of eminent domain or is sold by Landlord under threat of eminent domain proceedings, the entire award or the entire sales proceeds or damages to the Premises, including the Premises and leasehold improvements forming a part of the Premises, shall be the sole property of Landlord, and Tenant does by these presents hereby assign unto Landlord all of Tenant's right, title and interest in any joint award pursuant to any such eminent domain proceedings or sales proceeds paid pursuant to threat of eminent domain proceedings, and Tenant authorizes and empowers Landlord in Tenant's name to receipt and give credit therefor and to make, execute and deliver in Tenant's name any release or other instruments that may be required to recover any such award or sale proceeds. Provided, any damages awarded as compensation for loss of business by Tenant and cost of removal or relocation of Tenant's business shall belong to it.

ARTICLE 13.

Subordination; Non Disturbance

13.1 Subordination to Mortgage; Non-disturbance of Tenant. Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Premises, it will not disturb the possession, use or enjoyment of the Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 Attornment by Tenant. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 14

Estoppel Certificate

14.1 Execution and Delivery of Estoppel Certificate. Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by

Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;
- (b) Tenant has accepted possession and now conducts business in the Premises;
- (c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied;
- (d) That Tenant has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Lease as of the date of such certificate;
- (e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and
- (f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 15.

Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 **Right to Perform Tenant's Covenants.** Tenant agrees that if it shall at any time fail to pay any Imposition, or to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of Tenant agreed by it herein to be made or performed, then Landlord or any mortgagee of Landlord may, but shall not be obligated to do so, and without further notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained and without waiver of any other remedy or right granted Landlord by the terms of this Lease:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Premises by Tenant and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on Tenant's part to be made or performed as in this Lease provided,

All sums so paid by Landlord or Landlord's mortgagee and all costs and expenses incurred by Landlord or Landlord's mortgagee in performing or causing to be performed acts on Tenant's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by Landlord or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per

annum from the date of making such expenditure by Landlord or its mortgagee, at the option of Landlord or its mortgagee, shall be payable by Tenant to Landlord or to Landlord's mortgagee, whichever is applicable, as Additional Rent hereunder and shall be due and payable on demand, and Tenant agrees to pay any such sum or sums with interest as aforesaid. Landlord shall have, in addition to any other right or remedy of Landlord granted by law, the same rights and remedies in the event of nonpayment of any such Additional Rent by Tenant as in the case of default by Tenant in the payment of Base Rent payable under the terms hereof. Neither Landlord nor Landlord's mortgagee shall be required to inquire into the correctness of the amount or validity of any Imposition or lien which may be paid by Landlord or its mortgagee hereunder and shall have full authority in Landlord's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

ARTICLE 16

Default of Tenant

16.1 Events of Default. The following events shall be deemed to be Events of Default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.
- (c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets.
- (d) Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due.
- (e) Tenant shall make a general assignment for the benefit of its creditors.
- (f) Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law.
- (g) Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.
- (h) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.
- (i) If an Order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Tenant a bankrupt or insolvent, or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant, or of all or substantially all of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

16.2 Remedies of Landlord. Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remediating or restoring the Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and relet the Premises and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Premises or otherwise.
- (c) Without terminating this Lease, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant or Tenant's property from such action, whether caused by the negligence of Landlord, or Landlord's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any **Rents** due to Landlord hereunder or of any of the damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord shall take reasonable steps to mitigate Landlord's damages. Failure or delay by Landlord to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by Tenant of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, Tenant hereby waives the defense that Landlord has a speedy or adequate remedy at law.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's

fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

ARTICLE 17

Default of Landlord

17.1 Default of Landlord. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other persons; and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any officer, administrator, employee or agent of Landlord shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Premises. In no event shall Landlord or any officer, administrator, employee or agent of Landlord be liable to Tenant for any indirect, special or consequential damages.

ARTICLE 18

Miscellaneous Provisions

18.1 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of any applicable term of this Lease and without execution of a new lease agreement, it shall be deemed to be occupying the Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment hereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.

18.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (a) personally delivered to the intended recipient(s) at the addresses specified below; (b) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (c) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the

date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this Section 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Landlord:

Attn: Chairperson Tulsa County Board of County Commissioners
500 S. Denver
Tulsa, Oklahoma 74107

If to Tenant:

Attn: City Manager, City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

18.3 Applicable Law. This Lease shall be governed by and enforced and construed exclusively under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.

18.4 Recording – Memorandum of Lease. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

18.5 Insufficient Payment or Delay in Payment of Rents or Other Financial Obligations. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents or other financial obligations herein agreed to be paid by Tenant shall be deemed to be other than on account of the earliest Rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or any other form payment by Tenant to Landlord shall be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other financial obligation or pursue any other remedy in this Lease or by law provided.

18.6 Quiet Enjoyment. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.

18.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.

18.8 Entirety. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

18.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.

18.10 Duplicate Originals. Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original.

18.11 Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

18.12 Severability. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this Lease.

18.13 Binding Effect. This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

18.14 Approval or Consent. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

18.15 Representations and Warranties.

Landlord represents and warrants that:

- (a) Landlord holds fee simple title to the Premises;
- (b) Landlord has the authority to enter into this Lease and the party signing this Lease on behalf of Landlord has the power and authority to sign this Lease on behalf of Landlord. No consent of any third party is required in order for Landlord to enter into this Lease and perform Landlord's obligations hereunder;
- (c) Neither the execution nor delivery of this Lease by Landlord nor the performance by it pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Landlord is a party;
- (d) There are no zoning ordinances or building or use restrictions affecting the Premises that would interfere with the use of the Premises by the purposes permitted by this Lease;
- (e) There are no underlying or superior leases with respect to the Premises;

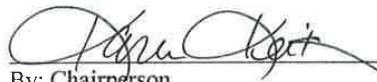
Tenant represents and warrants that:

- (a) Tenant has the authority to enter into this Lease and the party signing this Lease on behalf of Tenant has the power and authority to sign this Lease on behalf of Tenant. No consent of any third party is required in order for Tenant to enter into this Lease and perform Tenant's obligations hereunder;

- (b) Neither the execution nor delivery of this Lease by Tenant nor the performance by in pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Tenant is a party;
- (c) There are no actions or proceedings pending or to Tenant's knowledge, threatened against Tenant which may in any manner whatsoever affect the validity or enforceability of this Lease.

As of the 21 day of November, Landlord and Tenant have signed below to reflect their agreement to this Lease Agreement and such Exhibits as are expressly referenced and incorporated therein.

TULSA COUNTY, Landlord


By: Chairperson
Tulsa County Board of County Commissioners

Attest:


County Clerk



CITY OF GLENPOOL, Tenant


By: Mayor, Timothy Lee Fox

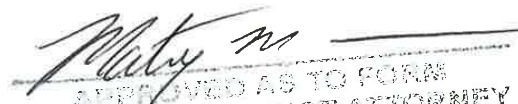

APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

EXHIBIT A

Leased Premises

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

13800 S. Peoria, Glenpool, Oklahoma, 74033

A tract of land described as being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows, to wit:

Commencing at a Point, said point being the Northeast Corner of said SE/4: thence S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres, more or less.

EXHIBIT B
Construction Plans

EXHIBIT C

Parking Lot

(See terms of Section 4.2)

Exhibit B

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

Exhibit C

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

Jan 2018 (Central Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
			6pm - Coordination			
7	8	9	10	11	12	13
	Spring Registrations					
	Spring Registrations					
14	15	16	17	18	19	20
Spring Registrations						
Spring Registrations						
21	22	23	24	25	26	27
Spring Registrations						
Spring Registrations						
28	29	30	31	1	2	3
Spring Registrations						
Spring Registrations						
						6pm - Father

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
Spring Registrations						
Spring Registrations						
						6pm - Father
4	5	6	7	8	9	10
Spring Registrations						
Spring Registrations						
2pm - In Person 2pm - In Person						1pm - Early bird 1pm - Early bird
11	12	13	14	15	16	17
Spring Registrations	 Teams Created				GCSA - Teams in	1pm - Early bird 1pm - Early bird
Spring Registrations	12am - Close			6:30pm - Coaches		
Close Registrations						
2pm - In Person 2pm - In Person						
18	19	20	21	22	23	24
	5pm - Practices 5pm - Practices	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	
25	26	27	28	1	2	3
	Pick up Uniforms					
	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Tentative 1st 8am - Tentative 1st

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	1	2	3
	Pick up Uniforms 5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Tentative 1st 8am - Tentative 1st
4	5	6	7	8	9	10
	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
11	12	13	14	15	16	17
	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
18	19	20	21	22	23	24
	Spring Break Camp 5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
25	26	27	28	29	30	31
Easter Egg Hunt	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 5pm - Practice Day 5pm - Practice Day	3 5pm - Practice Day 5pm - Practice Day	4	5 5pm - Practice Day 5pm - Practice Day	6 5pm - Practice Day 5pm - Practice Day	7 8am - Game Day 8am - Game Day
8	9 5pm - Practice Day 5pm - Practice Day	10 5pm - Practice Day 5pm - Practice Day	11	12 5pm - Practice Day 5pm - Practice Day	13 5pm - Practice Day 5pm - Practice Day	14 8am - Game Day 8am - Game Day
15	16 5pm - Practice Day 5pm - Practice Day	17 5pm - Practice Day 5pm - Practice Day	18	19 5pm - Practice Day 5pm - Practice Day	20 5pm - Practice Day 5pm - Practice Day	21 8am - Game Day 8am - Game Day
22	23 5pm - Practice Day 5pm - Practice Day	24 5pm - Practice Day 5pm - Practice Day	25	26 5pm - Practice Day 5pm - Practice Day	27 5pm - Practice Day 5pm - Practice Day	28 8am - Game Day 8am - Game Day
29	30 5pm - Practice Day 5pm - Practice Day	1 5pm - Practice Day 5pm - Practice Day	2	3 5pm - Practice Day 5pm - Practice Day	4 5pm - Practice Day 5pm - Practice Day	5 8am - Game Day 8am - Game Day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3	4	5
	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
6	7	8	9	10	11	12
2pm - Possible 2pm - Possible	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
13	14	15	16	17	18	19
2pm - Possible 2pm - Possible	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
20	21	22	23	24	25	26
2pm - Possible 2pm - Possible	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
27	28	29	30	31	1	2
2pm - Possible 2pm - Possible	5pm - Practice Day 5pm - Practice Day	Summer Camp 5pm - Practice Day 5pm - Practice Day				
		5pm - Practice Day 5pm - Practice Day		5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
2pm - Possible	5pm - Practice Day	Summer Camp				
2pm - Possible	5pm - Practice Day	5pm - Practice Day	5pm - Practice Day	5pm - Practice Day	5pm - Practice Day	8am - Game Day
		5pm - Practice Day		5pm - Practice Day	5pm - Practice Day	8am - Game Day
3	4	5	6	7	8	9
Summer Camp						
2pm - Possible						Tentative End of
2pm - Possible						Tentative End of
10	11	12	13	14	15	16
Summer Camp						
17	18	19	20	21	22	23
Summer Camp						
24	25	26	27	28	29	30
Summer Camp						

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

Exhibit E

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED USCLUBS-01 National Association of Competitive Soccer Clubs dba Youth US Club Soccer 192 East Bay Street Suite 301 Charleston SC 29401	INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: International Insurance Company of Hannover SE INSURER C: Lloyd's INSURER D: Everest National Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023334204**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Sanctioned Event	Y		S18GL00839181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse & Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		Y	18EX1115	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Accident Medical Full Excess Excess Liability	Y		US855673 17EX1318	1/1/2018 1/1/2018	1/1/2019 1/1/2019	Medical Maximum 100,000 Deductible 500 Excess--Occ/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as an Additional Insured under the General Liability and Excess Liability policies when required by written contract but only with respect to the operations of the Named Insured. This Certificate is issued on behalf of all valid YOUTH US CLUB SOCCER registered and approved players and staff participating with:
Green Country Soccer Association (GCSA), club id# C 9517

CERTIFICATE HOLDER**CANCELLATION**

City of Glenpool 12205 S Yukon Avenue Glenpool OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED USCLUBS-01 National Association of Competitive Soccer Clubs dba Youth US Club Soccer 192 East Bay Street Suite 301 Charleston SC 29401	INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: International Insurance Company of Hannover SE INSURER C: Lloyd's INSURER D: Everest National Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 75420545

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Sanctioned Event	Y		S18GL00839181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse & Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		Y	18EX1115	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Accident Medical Full Excess Excess Liability	Y		US855673 17EX1318	1/1/2018 1/1/2018	1/1/2019 1/1/2019	Medical Maximum 100,000 Deductible 500 Excess--Occ/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as an Additional Insured under the General Liability and Excess Liability policies when required by written contract but only with respect to the operations of the Named Insured. This Certificate is issued on behalf of all valid YOUTH US CLUB SOCCER registered and approved players and staff participating with:
Oklahoma's Green Country Soccer Association (GCSA), club id# C 9517

CERTIFICATE HOLDER

CANCELLATION

Tulsa County 500 S Denver Tulsa OK 74103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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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 provide 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.

Exhibit G

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 04 2016

GREEN COUNTY SOCCER ASSOCIATION INC
C/O W JEFFREY CONKLIN
2738 E 51ST STREET SUITE 370
TULSA, OK 74105-6285

Employer Identification Number:

51-0150619

DLN:

17053123321006

Contact Person:

MRS T FARR

ID# 52404

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

509(a)(2)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

November 15, 2013

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

Our records show you were previously tax exempt as a subordinate under group exemption number 7002. Because you applied for and were granted your own individual tax-exempt status, you no longer rely on your affiliation with a parent organization for recognition of your tax exemption and you'll be listed individually in the Exempt Organizations Select Check (Pub. 78 data).

If, in the future, you choose to become a subordinate under a group ruling, you'll lose your individual recognition of tax-exempt status and you'll no longer appear in the Exempt Organizations Select Check (Pub. 78 data). Moreover, if you become a subordinate under a group ruling and your parent organization loses its tax-exempt status, you also will lose your exempt

Letter 947

GREEN COUNTY SOCCER ASSOCIATION INC

status. To reestablish your individual tax exemption after rejoining a group exemption, you'll be required to reapply and pay the appropriate user fee.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power-of attorney.

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

APPROVED

City of Glenpool/Lance & Michelle Cole
User Agreement for Glenpool Soccer Complex
[Concession Facility Only]

AUG 20 2018

This agreement ("Agreement") is between the City of Glenpool, an Oklahoma municipal corporation (the "City," acting herein by its Community Development Department) and Lance and Michelle Cole, of Berryhill, Oklahoma, as sole proprietors, (individually or together, the "User") for use of the Concession Facility at the Glenpool Soccer Complex and for such related purposes as are set forth herein. This Agreement shall become effective upon approval and execution by all of: a duly authorized representative of Tulsa County*, the Glenpool City Council and the User (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 (the "Lease Agreement") of property by Landlord to Tenant for use as the Glenpool Soccer Complex, has reserved the right to prohibit City, as Tenant thereunder, from permitting use of the Concession Facility, 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.

245703

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 Soccer Complex, as more fully described herein and in **Exhibit A** (the Lease Agreement) attached hereto and made a part hereof (the "Premises").
- B. The City has previously entered into a separate User Agreement with the South County Soccer Club ("SoCoSoCl") under which SoCoSoCl has agreed to operate the Premises to serve children in Glenpool and surrounding communities by providing recreational opportunities through a recreational and competitive soccer program, attached hereto as **Exhibit B** and made a part hereof (the "User Agreement").
- C. The User Agreement with SoCoSoCl has been amended by the First Amendment and Renewal, effective as of July 1, 2018, to provide that SoCoSoCl and the City have agreed and intend that the concession facility located on said Premises (the "Concession Facility") shall not be subject to the terms of said User Agreement and shall be unconditionally released to the City by SoCoSoCl, who claims no interest therein whether as freehold or leasehold, for such purposes as the City sees fit in its

sole discretion, attached hereto as **Exhibit C** and made a part hereof ("**First Amendment and Renewal of User Agreement**").

- D. The City has determined that User possesses the requisite skills and qualifications to operate the Concession Facility and desires to provide for operation of the Concession Facility to serve children in Glenpool and surrounding communities by entering into this Agreement with User.
- E. The purpose of this Agreement is to provide the terms and conditions under which User may use the Concession Facility in conjunction with SoCoSoCI to provide the maximum benefit and usage by soccer participants.

2. Term of Agreement

- A. The initial Term of this Agreement shall extend from the Effective Date through June 30, 2019 (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, 2019, 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 and approved by Tulsa County.
- 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

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:

- A. User will reserve the right to enter into separate negotiations and document a separate agreement with SoCoSoCI to determine mutually compatible schedules of soccer events and access to the Concession Facility.

- B. User will be responsible for assuring that the Concession Facility is operated in compliance with all applicable ordinances of the City of Glenpool, state and federal laws and, in particular, all requirements of the Tulsa City-County Health Department.
- C. City and Tulsa County acknowledge that User has exclusive usage of the Concession Facility, throughout any term of this Agreement or a subsequent agreement.

4. Damages

User will be responsible for all damages incurred by City and/or Tulsa County property situated on the Premises (including buildings, 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 User's volunteers or employees. User shall not be held responsible for such damages resulting from actions by SoCoSoCl, the public or participants in soccer 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.

5. Improvements (Installation and Ownership)

- A. The Concession Facility 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 facilities associated with 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, provided that written permission has been granted for installation of any such temporary fixtures. Upon expiration or termination of this Agreement, User shall have thirty (30) 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 Concession Facility 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 in the Concession Facility for benefit of the User.
- 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.

6. Maintenance Responsibility and Schedules

A. User.

- i. User will have responsibility for routine maintenance of the Concession Facility. User shall maintain the Concession Facility in good condition, at its own cost and expense.
- ii. User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Concession Facility as to which it claims ownership, or which are installed for its benefit and use within the Concession Facility.
- iii. User shall inspect Concession Facility 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 the Concession Facility until such defect has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
- iv. User shall provide at its own expense all supplies, food products, preparation equipment, and any other items necessary for its operation of the Concession Facility, including cleanliness and sanitation.
- v. City will be responsible for providing and maintaining adequate trash receptacles as needed for operation of the Concession Facility. User will be responsible to collect trash and garbage from any receptacles provided for its specific use and deposit same 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.
- vi. User agrees to ensure that, when events are over, the Concession Facility building, windows and any other lockable areas are properly secured, and all

persons associated with operation of the Concession Facility have left the Premises, and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, etc.) are turned off by the City curfew unless SoCoSoCI has obtained permission from the City to stay beyond curfew. Curfew is set by City Ordinance and will be posted on the Premises.

- vii. User agrees to take all reasonable precautions to prevent waste, damage or injury to the Concession Facility by User or by soccer participants or the general public.

B. City.

- i. City shall provide the services and/or costs for on-going, scheduled maintenance of the Concession Facility, other than upkeep of personal property, fixtures or Improvements belonging to User.
- ii. 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.
- iii. City will assume all costs for the foregoing services, including the cost of repairing or replacing property owned by the City unless damaged by User or User's guests or invitees.
- iv. 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 Facility, paved walkways, capital equipment, irrigation system and all grass covered areas, trees and shrubs (other than soccer playing fields).
- v. City shall provide water, sewer, trash hauling and electric utilities, and plumbing required for operation of the Concession Facility and public bathroom. Any other utilities may be implemented by User at its sole expense.

7. 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.

8. Concession Facility Particulars

- 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, except to the extent User itemizes and provides to the City an inventory of such fixtures and equipment

as it owns, and shall 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 shall not, under any circumstance and without City's written permission allow any third party to operate the Concession Facility. 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 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 for use at the Concession Facility 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 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, 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 provide to the City 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.

9. Record-Keeping

User shall be solely responsible for maintaining accurate accounts with correct entries of all income received and expenditures incurred in the operation of the Concession Facility.

The City reserves the right to audit such accounts only in the event of a dispute deemed credible by the City Attorney.

10. 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.

11. 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 Concession Facility. 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 Concession Facility 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 for approval prior to allowing any person, 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 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 any of its 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 SoCoSoCl, 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.

12. Accident/Incident Reporting Requirement

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.

13. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of the Concession Facility for a period of thirty (30) days without suitable explanation to the City.
- 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.
- 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 Concession Facility 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 Concession Facility 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.

14. 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
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
Telephone: (918) 209- 4613

Lance & Michele Cole
[Name, Address, Phone on Record]

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

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 Concession Facility, 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.

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

- A. User Agreement between City and SoCoSoCl, dated February 20, 2018.
- B. Copy of all required health department permits and any other licenses or permits required by law.
- C. Schedule of all anticipated operating hours
- D. General liability and product liability insurance declaration pages identifying City and Tulsa County as additional insured.
- E. IRS 501(c)(3) Tax-Exemption Certificate, if applicable.

16. 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 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.

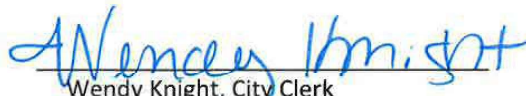
IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

CITY OF GLENPOOL, OKLAHOMA

By 
Timothy Lee Fox, Mayor

8-6-2018
Date

Attest:


Wendy Knight, City Clerk



Approved as to Form:


Lowell Peterson, City Attorney

USER


Lance Cole, Owner


Michelle Cole, Co-Owner

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this 5 day of September, 2018, personally appeared

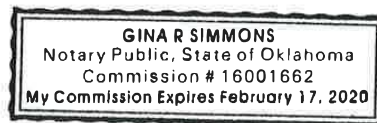
Lance Cole and Michelle Cole

known to me, or verified to my satisfaction, to be the signatories of the foregoing instrument and acknowledged to me that each and both of them executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

02-17-2020


Notary Public



City of Glenpool/Lance & Michelle Cole
User Agreement for Glenpool Soccer Complex
[Concession Facility Only]

TULSA COUNTY

As of the 20th day of August 2018, Tulsa County has found that the foregoing User Agreement between the City of Glenpool, as Tenant of Tulsa County, and Lance and Michelle Cole, as User of the concession facility at the Glenpool Soccer Complex, is in substantial compliance with Article 5, Section 5.1 of 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:

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 Concession Facility or any part thereof;
- (d) grant any license, concession, or other right of occupancy of any portion of the Concession Facility without written consent of Landlord; or
- (e) permit the use of the Concession Facility 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/Lance & Michelle Cole User Agreement for operating the concession facility at the Glenpool Soccer Complex, as executed or to be executed by the parties thereto.

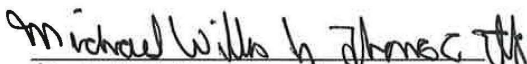


Chairperson Pro Tem
Tulsa County Board of County Commissioners
[or other authorized signatory]

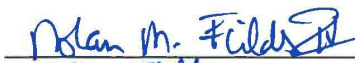
8/20/18

Date

Attest:


Michael Willis, County Clerk

Approved as to Form:


Nolan M. Fields, Assistant District Attorney



Seal

RESOLUTION
CONTRACT/AGREEMENT RENEWAL

Department: Parks.

Vendor: City of Glenpool & South County Soccer Club

Describe Product/Service provided by this contract:

User Agreement for Glenpool/South County Soccer Complex at 13800 S. Peoria, Glenpool, OK [as amended to exclude concession facility and renewed]

Original CMF # 243799

Dated: 02/20/2018

Current CMF # 248241

Dated: 06/24/2020

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year 2021-2022.

Vendors:

City of Glenpool

South County Soccer Club

Timothy Lee Fox, Mayor

Candace Pemfield

Chairman, Board of County Commissioners
Tulsa County

ATTEST:

Date: _____

Date: _____

Michael Willis, County Clerk

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting

Agenda

MEMORANDUM

TO: MAYOR TIMOTHY FOX, MEMBERS OF THE COUNCIL

FROM: LOWELL PETERSON, CITY ATTORNEY

RE: ANNUAL REVIEW OF USER AGREEMENT, FOR GLENPOOL BASEBALL ; MORRIS PARK

DATE: MARCH 15, 2021

Background:

This item has been presented for Council consideration and possible action regarding the proposed annual renewal of the User Agreement between the City of Glenpool (Owner) and the Glenpool Youth Baseball League (User) that has been in place, in one form or another and as parties have changed, since 2015.

The User Agreement provides the terms and conditions to be agreed to for the use of the Morris Park baseball fields by the User from January 1, 2020 thru June 30, 2020 as the initial term of the Agreement.

This Agreement does not automatically renew for any additional term. However, the parties expect and intend to negotiate in good faith toward the object of a new or amended agreement with a term from January 1, 2022 through June 30, 2022, unless either party gives 30 days' notice of its intention not to renew or this Agreement is terminated for cause.

The Agreement for 2020 will be subject to renewal for the 2021 season, and thereafter, upon conferral of the parties without the necessity of returning to the Council unless there is a material change in the terms of the Agreement.

Although, under the terms of the Agreement, the User is authorized to arrange for use of the concession facility either by themselves or a third party, the User has indicated it has no intention of doing so during the 2021 season.

Staff Recommendation:

Staff recommends that the City Council approve and execute the attached User Agreement on behalf of the City of Glenpool.

Attachments:

Proposed User Agreement with Glenpool Baseball League.

City of Glenpool
Morris Park User Agreement with Glenpool Baseball League
January 1, 2021 through June 30, 2021

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 City-owned Morris Park for purposes set forth herein. This Agreement shall be effective upon compliance with documentation requirements set forth in Section 17 hereof and execution by duly authorized representatives of the City and the User (the "**Effective Date**").

1. Background and Purpose

- A. Community support. 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. Non-profit. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided substantially by volunteers. Paid staff may include, without limitation, umpires and concession operators, if any. No company, person nor any other entity shall derive profit under this Agreement.

2. Definition of Premises and Ownership

- A. The following property is made available to User for Sport activities:
 - 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**").
- B. Concession Facility. The concession building is owned by the City. Contents of the concession building, such as 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 or upon expiration of this Agreement, whichever occurs sooner. The User may, in its discretion, operate the concession facility during the Term of this Agreement for the benefit of patrons who use the Premises in accordance with the terms of this Agreement. In no case shall the City or the User allow any third party to operate the concession facility, for profit otherwise.
- C. Office/Storage Building. The office/storage building immediately north of the concession building is owned by the User.

- D. Storage Containers. Con-X boxes (storage containers) located on the Premises are owned by the City. However, the contents of these boxes are owned by the User and/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 exclusively for the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. Semi-Annual Term. The Term of this Agreement shall extend from January 1, 2021 through June 30, 2021.
- B. Renewal. This Agreement shall not automatically renew for any additional term. However, the parties expect and intend to negotiate in good faith toward the object of a new or amended agreement with a term from January 1, 2022 through June 30, 2022, unless either party gives 30 days' notice of its intention not to renew or this Agreement is terminated for cause.
- C. Scheduling. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. 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 a minimum of two weeks before its 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. A schedule of all anticipated Sports activities shall be submitted to the Community Development Department 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. Failure to submit such advance schedule may result in loss of priority for any given event.
- E. Unscheduled Sport events. Sport events not submitted on the season schedule 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 96 hours (four days) 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 *unless a third party to this Agreement schedules any event sooner (more than 96 hours before) its planned event* .

4. Scope of License Granted

- A. Limited exclusive use. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other third party except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.
- B. Intended use. 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 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 User's 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. Keys and access. The Community Development Department will issue to User's President, other officers or staff members, as designated 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 at the Premises be changed, User will bear all costs associated with the change.
- E. Right of entry by City. 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 Admission charge. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records shall be provided to City upon request.

5. **User Fee/Damage Deposit**

- A. Damage deposit waived. 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 Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement if there is renewal subject to section 3.B.
- B. Liability. 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 30 days of such notification. If User chooses not to do so, 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 (Responsibility, Maintenance and Ownership)**

- A. Fixtures. 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. Personal Property. 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 any such fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have 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. Maintenance. 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. Improvements. City and User may, solely 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: 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. Cleanliness of real and personal property inside the fenced area of Premises, including removal of all trash from the Premises.
 - v. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City.
 - vi. Prior to leaving the Premises following each 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.
 - 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 baseball field infield maintenance regarding markings and grass control.
 - 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 nonaffiliated users who share access to exclusive use of the Premises under a similar agreement with the City.
 - 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. 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. Providing 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, as determined necessary and scheduled by the City the following maintenance:
 - 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;
 - Mowing or treating with herbicide unwanted vegetation around and below bleachers;
 - Turning off and winterizing water and related systems following the agreed upon close of Sport playing season(s);
 - Returning water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Setting 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: All Grass covered areas within the entirety of Morris Park 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;
 - Pruning: Pruning of trees and shrubs shall be done annually by the City.

8. Utilities

City 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. Concession Facility [optional]

- 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 such operations.
- B. User may, in its discretion, operate the concession facility during the Term of this Agreement for the benefit of third parties who are using the Premises, provided that: 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 any and all claims, damages and liability of any kind

resulting from such third party's access to the concession facility, except for intentional acts.

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

10. Annual Compliance Report

User shall present to the Community Development Department an end-of-season report by July 15, 2021, in a form approved by the Director of the Community Development Department giving a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the 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 in accordance with the City's Sign Code. However, City will not unreasonably deny the exhibition of signage by program sponsors or others with User's approval.
- 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 youth sports 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 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 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. Indemnification. 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 or exercising any of its privileges 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 personal injury or property 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 parent or legal guardian of 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 E 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 the 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 E 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 attending 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, onsite 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 by the City upon User abandonment of Premises for a period of 30 days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following 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 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 contained in this Agreement 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 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 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 Agreement for any reason, User may apply to the City within 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 not unreasonably withhold its consent.

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 to the contrary 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 [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

- A. Copy of all required health department permits and any other licenses or permits required by law, in connection with operation of the concession facility, if User opts to operate the concession facility.
- B. Scheduled practices, games and tournaments
- C. Board member roster and staff contact list
- D. Insurance declaration page identifying City as additional insured

E. 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

City of Glenpool, Oklahoma

Timothy Fox, Mayor

Date

Attest:

Wendy Knight: City Clerk

SEAL

Approved as to Form:

Lowell Peterson: City Attorney

USER: Glenpool Baseball League


Christopher Neal
Duly Authorized Representative

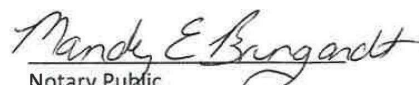
VERIFICATION

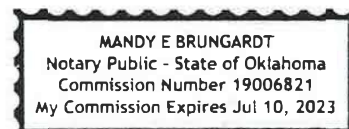
State of Oklahoma)
)
County of Tulsa) ss

Before me, a notary public, on this 25th day of February, 2021 personally appeared _____ known to me to be the President of the Glenpool Baseball League [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

July 10, 2023


Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 43 CROWN RD. WILLOW PARK, TX 76087	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ALLIED WORLD ASSURANCE COMPANY INSURER B: GREAT AMERICAN INSURANCE GROUP INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GLENPOOL YOUTH BASEBALL 16612 S. 11th WEST AVE GLENPOOL, OK 74033 Attn: CHRISTOPHER NEAL	NAIC #

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Athletic Participant ☒ Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	☒	5075-1870-02	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse & Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESSLIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER (secondary) Excess Accident Medical	☒	BSRE 426723-01	03/01/2021	03/01/2022	Limit: \$100,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER TULSA COUNTY PARKS 500 S DENVER TULSA, OK 74103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 43 CROWN RD. WILLOW PARK, TX 76087	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ALLIED WORLD ASSURANCE COMPANY INSURER B : GREAT AMERICAN INSURANCE GROUP INSURER C : INSURER D : INSURER E : INSURER F :	FA# (A/C, No): NAIC #
INSURED GLENPOOL YOUTH BASEBALL 16612 S. 11th WEST AVE GLENPOOL, OK 74033 Attn: CHRISTOPHER NEAL		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	5075-1870-02	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☒ Athletic Participant	MED EXP (Any one person) \$				
	☐ Legal Liability	PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 3,000,000				
	☐ POLICY ☐ PROJECT ☐ LOC	PRODUCTS - COMP/OP AGG \$ 1,000,000				
	☐ OTHER	Abuse & Molestation \$ 1,000,000				
	AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$				
	☐ ANY AUTO ☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
☐ HIRED AUTOS	PROPERTY DAMAGE (Per accident) \$					
☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
☐ DED ☐ RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N					
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A	BSRE 426723-01	03/01/2021	03/01/2022	PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
	OTHER (secondary)					E L DISEASE - EA EMPLOYEE \$
	Excess Accident Medical	☒				E L DISEASE - POLICY LIMIT \$
						Limit: \$100,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER CITY OF GLENPOOL 12205 S YUKON AVE GLENPOOL, OK 74033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

From: Glenpool Youth Baseball League <glenpoolybieague@gmail.com>

Sent: Thursday, February 25, 2021 12:27 PM

To: Mandy Brungardt <mbrungardt@cityofglenpool.com>

Subject: Re: Fwd:

Christopher Neal President 918-814-5666

Mandy Earp Vice President 918-740-6646

Courtney Neal Treasurer 918-697-1976

Alicia Tatum Secretary 918-519-8475

[illegible]

GLENPOOL YOUTH BASEBALL 2021

☐ Player Pitch \$180.00(14-13, 12-11, 10-9 YOA) as of 5/1/21

☐ Coach Pitch \$140.00 (8-7 YOA) as of 5/1/21

☐ T-Ball \$110.00 (6-4 YOA) as of 5/1/21

ARE YOU INTERESTED IN HEAD COACH OR ASSISTANT COACH? YES NO

IF YES, DO YOU CURRENTLY HOLD A COACHING CERTIFICATE? YES NO

(You must obtain a coaching certificate and provide proof to Glenpool Youth Baseball prior to coaching/assistant coaching any game)

PLAYER LAST NAME, FIRST, MI

OF YEARS PLAYED

DATE OF BIRTH

AGE AS OF MAY 1ST.

ADDRESS, STREET, CITY, STATE, ZIP.

PARENT OR GUARDIAN
PRINTED NAME

PHONE NUMBER

EMAIL ADDRESS

2ND CONTACT, PARENT OR
GUARDIAN PRINTED NAME

PHONE NUMBER

EMAIL ADDRESS

I, the parent, or legal guardian of the minor child participant, as consideration for participating in the program, forever release and discharge Glenpool Youth Baseball, City of Glenpool, 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.

PARENT OR GUARDIAN SIGNATURE DATE

Fees Paid _____ BC _____ cash _____ check _____ card _____

GLENPOOL YOUTH BASEBALL REPRESENTATIVE
SIGNATURE, PRINTED AND SIGNED. DATE

**Wilson Sports Insurance**

401 PITCHFORK TRAIL, SUITE 711

WILLOW PARK, TX 76087

Phone: (817) 441-6487 or (817) 528-0759

Email: john@wilsonsportsins.com**2021 GLENPOOL YOUTH BASEBALL RENEWAL WORKSHEET****SECTION 1****GENERAL LIABILITY COVERAGE :**

Carrier- ALLIED Rated A+ XIII (Superior) by AM Best

\$ 3,000,000 General Aggregate Limit (Other Than Products - Completed Operations)

\$ 1,000,000 Products/Completed Operations Aggregate Limit (Any One Person or Organization)

\$ 1,000,000 Personal and Advertising Injury Limit

\$ 1,000,000 Each Occurrence Limit

\$ 1,000,000 Sexual Abuse & Molestation

\$ 300,000 Damage to Rented Property

SPORT	AGE	# OF TEAMS	RATE PER TEAM	TOTAL
BASEBALL / T-BALL	YOUTH	6	\$40.00	240.00
SOFTBALL	YOUTH		\$40.00	
TOTAL LIABILITY PREMIUM				\$ 240.00

SECTION 2**EXCESS ACCIDENT:**

Carrier - GREAT AMERICAN INSURANCE COMPANY Rated A+ XV (Superior) by AM Best

Limit: \$100,000 Deductible: \$100 AD&D: \$10,000 Dental: \$1,500

SPORT	AGE	# OF TEAMS	RATE PER TEAM	TOTAL
BASEBALL / T-BALL	12 & UNDER	5	\$22.00	110.00
	13 - 15	1	\$39.00	39.00
	16 - 18		\$75.00	
SOFTBALL	12 & UNDER		\$22.00	
	13 - 15		\$38.00	
	16 - 18		\$75.00	
TOTAL ACCIDENT PREMIUM				\$ 149.00

Any administration fees added have been added to the rates above.

SECTION 3**PREMIUM CALCULATION**

A) LIABILITY PREMIUM - SECTION 1

\$ 550.00 \$550.00 Minimum Premium

B) EXCESS ACCIDENT PREMIUM - SECTION 2

\$ 250.00 \$250.00 Minimum Premium

C) POLICY FEE

\$ 25.00

D) TOTAL DUE

\$ 825.00

REMIT COMPLETED APPLICATION, WORKSHEET AND PAYMENT TO:

WILSON SPORTS INSURANCE SERVICES, LLC

401 PITCHFORK TRAIL, SUITE 711

WILLOW PARK, TX 76087

Phone: (817) 441-6487 or Cell: (817) 528-0759

Fax: (817) 441-6483 Email: john@wilsonsportsins.com

Insured signature

Date

2/23/21



Wilson Sports Insurance

APPLICATION FOR NON-PROFIT ORGANIZATION AMATEUR SPORTS LEAGUES / TEAMS / TOURNAMENTS / CAMPS & CLINICS

PLEASE ANSWER ALL QUESTIONS BELOW - TYPE OR PRINT CLEARLY

- 1) League or Association Name: Glenpool Youth Baseball Today's Date: 2/23/21
- 2) Are You A: ☒ League ☒ Corporation ☐ Partnership ☐ Park District ☐ Municipality ☐ Individual
☐ Other
- 3) Website: glenpoolyouthbaseball.inp.sports.pilot.com
- 4) Number of Years League/Assn Has Been Operating: 5 (under current board)
- 5) Contact Person Name: Chris Neal (President) Email Address: glenpoolyouthbaseball@gmail.com
- 6) Night No: (918) 814-5666 Day No: (918) 746-6646 (VP) Fax No: ()
- 7) Legal Address (physical): 16612 S. 11th W. Ave
City: Glenpool State: OK Zip Code: 74033
- 8) Mailing Address (if different than legal address):
City: _____ State: _____ Zip Code: _____
- 9) Requested Effective/Expiration Dates: (PLEASE NOTE: We MUST receive this Application & Premium by the Effective Dates.)
From: 3 / 1 / 2021 To: 2 / 28 / 2022

SECTION 2 - ADDITIONAL INSURED (OPTIONAL)

Please list any person, owner, sponsor, etc. that will require being named as Additional Insured under the General Liability Policy. (We MUST have the complete address for each as requested and their interest in your organization)

1. Name: <u>City of Glenpool</u>	2. Name: _____
Street No & Name: <u>12205 S Yakon Ave</u>	Street No & Name: _____
City/ST/Zip: <u>Glenpool OK 74033</u>	City/ST/Zip: _____
Interest: <u>Municipal Ballpark</u>	Interest: _____

(**If additional names are needed, please provide on a separate piece of paper w/ addresses.**)

SECTION 3 - GENERAL INFORMATION (REQUIRED)

- 1) Sports To Be Covered: Youth Baseball
Does your Organization have other sports that are not to be covered? Please list below: (These sports will be excluded on our policies)

Are these sports covered by another Policy? ☐ Yes ☒ No If YES, please complete the following.
Carrier Name: _____ Premium: \$ _____
No of Claims for the past 3 - 5 years: _____ Amount Paid in Claims for the past 3 - 5 years: \$ _____
- 2) Please give us the location of the premises to be used by the Association/League/Club/Team:
1621 W. 12th St. S. Yuko OK 74037
Address City State Zip Code
- 3) Does Association/League/Club/Team own the premises used for the operations conducted? ☐ Yes ☒ No

- 4) If yes, do you intend to provide, or do you currently have, premises liability for the exposure on the premises outside your sport activity? ☐ Yes ☐ No ☐ Currently Have (If checked, provide copy of certificate showing coverage)
- 5) If No, are you responsible for maintaining any building and/or premises used by the Association/League/Club? ☐ Yes ☒ No
What are the maintenance responsibilities (if any) _____
- 6) Does your Association/League/Club abide by, and have, written by-laws and/or constitution? ☒ Yes ☐ No
- 7) Has the type of insurance applying for ever been: ☐ Cancelled ☐ Declined ☐ Non-Renewed
If any item is checked, please explain: _____
- 8) Do you require participants and/or parents to sign Hold Harmless Agreements (waiver/release forms) when registering for sports to be covered as stated above? ☒ Yes ☐ No (This is a requirement for the General Liability Policy).
- 9) Are the sports to be covered: Interscholastic, Intercollegiate, Professional or Semi-Professional? ☐ Yes ☒ No

What are the activities / events? ☒ Camp(s) / Clinic(s) ☒ League(s) / Team(s) / Association(s) ☒ Tournament(s)

Please provide TEAM count for appropriate age groups:

SPORT / ACTIVITY	12 & Under	13 – 15	16 – 18	19 & Over	# of Days	Day or Overnight
Archery						
Badminton						
Baseball (TEAMS)	5	1			7	days/nights
Basketball						
Bowling League						
Cheerleading						
Coaches, Officials, Umpires						
Crewing, Rowing, Sculling						
Cricket / Squash						
Cross Country						
Curling						
Fencing						
Football – FLAG or TOUCH						
Football – TACKLE or RUGBY						
Golf						
Hand / Kickball Racquetball						
Ice or Roller Hockey - No Checking						
Indoor Table Hockey						
Lacrosse or Field Hockey - Non Contact						
Lacrosse or Field Hockey - Contact						
Soccer						
Softball (TEAMS)						
Swimming						
Tennis						
Track						
Track & Field						
Volleyball						
Wrestling						

List any other Sport/Activity that is not on the above chart that you would like considered:
(Note: Some sports/activities or age groups may not be available for coverage under our program.)

Please give exact number of participants.						
SPORT ACTIVITY	12 & Under	13-15	16-18	19 & OVER	# of Days	Day or Overnight

Coverage	Insurance Carrier	Agency, Agent or Broker	Coverage Limit(s)	Deductible (if any)	Premium	Would you like this quoted?	
						Yes	No
General Liability	2 sports		1,000			☐	☒
Excess Accident						☐	☐
Sexual Abuse & Molestation						☐	☐
Sports Equipment Coverage						☐	☐
Dishonesty Bond						☐	☐
Other						☐	☐

1. Does your staff (paid and volunteer) employment application include questions about whether the individual has ever been convicted for any crime, including sex-related or child-abuse related offenses? Yes No

2. a) Does your state permit you to do criminal background investigations? Yes No

b) If yes, do you routinely request and receive such background investigations? Yes No

3. Do you verify employment related references? Yes No

4. Do you conduct a personal interview? Yes No

5. Do you have written procedures for dealing with sexual abuse? Yes No

If yes, please attach a copy.

6. Do you have a plan of supervision that monitors staff in day-to-day relationships with clients, both on and off premises? Yes No

7. a) Has your organization ever had an incident which resulted in an allegation of sexual abuse? Yes No

If yes, please describe

b) Was a claim made against the organization? Yes No

c) Was the case settled? Yes No

d) Was the case taken to trial? Yes No

e) How much money was paid as damages to the victim? \$ _____

8. Regarding coverage for abuse & molestation, does your current insurance program:

☐ a) Exclude coverage

☐ b) Limit coverage (Please indicate limit of liability.) \$ _____

☐ c) Neither exclude nor limit coverage

9. Please indicate age range of clients: From (age) 4 To (age) 14

REMARKS:

- ☒ There have been no liability claims (lawsuits) against the organization, team members, coaches, league, directors or officers under previous general liability policies for the past three (3) years.
- ☐ There has been a LIABILITY claim (lawsuit), within the last 3 years, against our previous policy. (If yes, please provide explanation with suit information on separate sheet of paper.)

The Applicant(s) declare that to the best of his (their) knowledge, the information contained in this Application is true; and that no material facts have been suppressed or misstated. The Applicant(s) further understands that any false or fraudulent statements or misrepresentations could result in termination or voidance of any insurance contract issued from the information stated herein.

 3-1-21
Signature Date

Mandy Earp - VP GYB
Printed Name & Title

Remit the completed application and any additional forms to the following:

Wilson Sports Insurance Services, LLC

**401 PITCHFORK TRAIL
SUITE 711
WILLOW PARK, TX 76087
Phone: 817-441-6487
Fax: 817-441-6483
Email: john@wilsonsportsins.com**

General Liability Policy Written by:
**PHILADELPHIA INDEMNITY INSURANCE
COMPANY**

**NEW HAMPSHIRE INSURANCE
COMPANY (AIG/CHARTIS)**

**GREAT AMERICAN INSURANCE GROUP
AEGIS INSURANCE COMPANY**

Excess Accident Policy Written by:
THE HARTFORD INSURANCE COMPANY
CHUBB GROUP OF INSURANCE COMPANIES
**NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA**
GREAT AMERICAN INSURANCE GROUP
AEGIS INSURANCE COMPANY

Plan Administered by:
**WILSON SPORTS INSURANCE
SERVICES, LLC**



Wilson Sports Insurance

CREDIT CARD AUTHORIZATION FORM

PLEASE PRINT LIGIBLY, COMPLETE THIS AUTHORIZATION AND RETURN IT TO OUR OFFICE.

INSURED NAME: Glenpool Youth Baseball
Cardholder Name: Courtney N. Neal Glenpool Youth Baseball
Address: 16612 S. 11th W Ave
Glenpool OK 74033

Credit Card Type: ☒ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Credit Card Number: 4873 - 6600 - 0005 - 4616

Expiration Date: 03 / 21 Billing Zip Code: 74033

Card Identification Number (last 3 digits located on the back of the credit card): 630



000011112223332 999

Card
Identification
Number

VISA

Amount Charged: \$ 825⁰⁰ (USD)

Signature: [Signature] Date: 2-23-21

Email address: glenpoolyb league@gmail.com

FAX or send the authorization to:

Wilson Sports Insurance Services, LLC
401 Pitchfork Trail, Suite 711
Willow Park, TX 76087
Phone (817) 441-6487 Cell (817) 528-0759 Fax (817) 441-6483
Email john@wilsonsportsins.com

TO: MAYOR TIMOTHY FOX AND MEMBERS OF THE CITY COUNCIL

FROM: GERALD GILBERT, PLANNING DIRECTOR

DATE: MARCH 15, 2021

ITEM: MLOA2021-01

REQUEST: MODIFY LIMITS OF ACCESS ON AN EXISTING TRACT LOCATED WITHIN S75 BUSINESS PARK PHASE III (PUD 42A)

APPLICANT: SOUTH 75, LLC

LOCATION: THE SITE IS LOCATED APPROXIMATELY 180 FEET EAST OF THE SOUTHEAST CORNER OF 161ST SOUTH AND SOUTH BROADWAY ST.

ZONING: PUD 42A (SOUTH 75 BUSINESS PARK)

BACKGROUND

The subject site is within S75 Business Park Phase III PUD 42A and is situated on the southeast corner of 161st Street South and South Broadway Street. As part of the PUD process a plat was recorded, Document #6894, which also established Limits of Access. Access to 161st South was limited to one (1) central 40-foot access. Additional access locations on 161st South would be reevaluated as development occurred usually through the lot split or replatting process.

Subsequently, in July of 2020, a modification to the limits of access was reviewed and approved by the Planning Commission in conjunction with a lot split (GLS 247) that created a 1.82-acre parcel. At that time, two (2) additional access points were added to the existing 40-foot access. They included a 50-foot access point to serve the newly created 1.82-acre tract, as well as a 40-foot access point further west along 161st South. (See attached exhibit)

Modification of Limits of Access requires City Council approval.

PROJECT DESCRIPTION

The applicant is requesting a modification of the limits of access established as part of GLS 247. The modification is needed for a proposed lot split (GLS 254) which would create a .255-acre tract adjacent to Reserve Area A. Specifically, the modification would move the central 40-foot access point further west which would serve as the access point to South 161st for the proposed .255-acre tract. The two (2) existing access point will remain as approved. (See attached exhibit)

The modification to the limits of access is necessary to allow GLS 254 to move forward for recordation. GLS 254 was reviewed and approved by the Planning Commission at the March 8th, 2021 Planning Commission Meeting. The 2.55-acre tract is intended for a future unmanned BTC switching station.

The future unmanned BTC switching station also requires a formal site plan review and approval prior to construction.

ANALYSIS

Subdivision Regulations Section 12-6-17: MODIFICATION TO LIMITS OF ACCESS OR NO ACCESS outlines the process for modifying limits of access. Staff has evaluated the proposed access modification in relationship to the area traffic flow, utility easements, as well as the implementation of various traffic and/or infrastructure improvement plans previously adopted by the city for the area. In addition, staff has also assessed the impact of the access modification on the flow of traffic on private streets and adjacent or abutting properties.

Staff believes the location of the requested access coupled with the use of the site as an unmanned switching facility with very low trip generations will not impact area traffic flow, utility easements or abutting properties.

The applicant has also requested Minor Amendment #2 to PUD 42A, an action which is granted administratively and requires no action by the Planning Commission or City Council.

TAC

No additional comments.

PLANNING COMMISSION ACTION:

The Planning Commission meeting on the proposed modification on the limits of access was held on March 8, 2021. After deliberating, the Planning Commission on a 4-0 vote recommended that the City Council Approve MLOA2021-01.

RECOMMENDATION

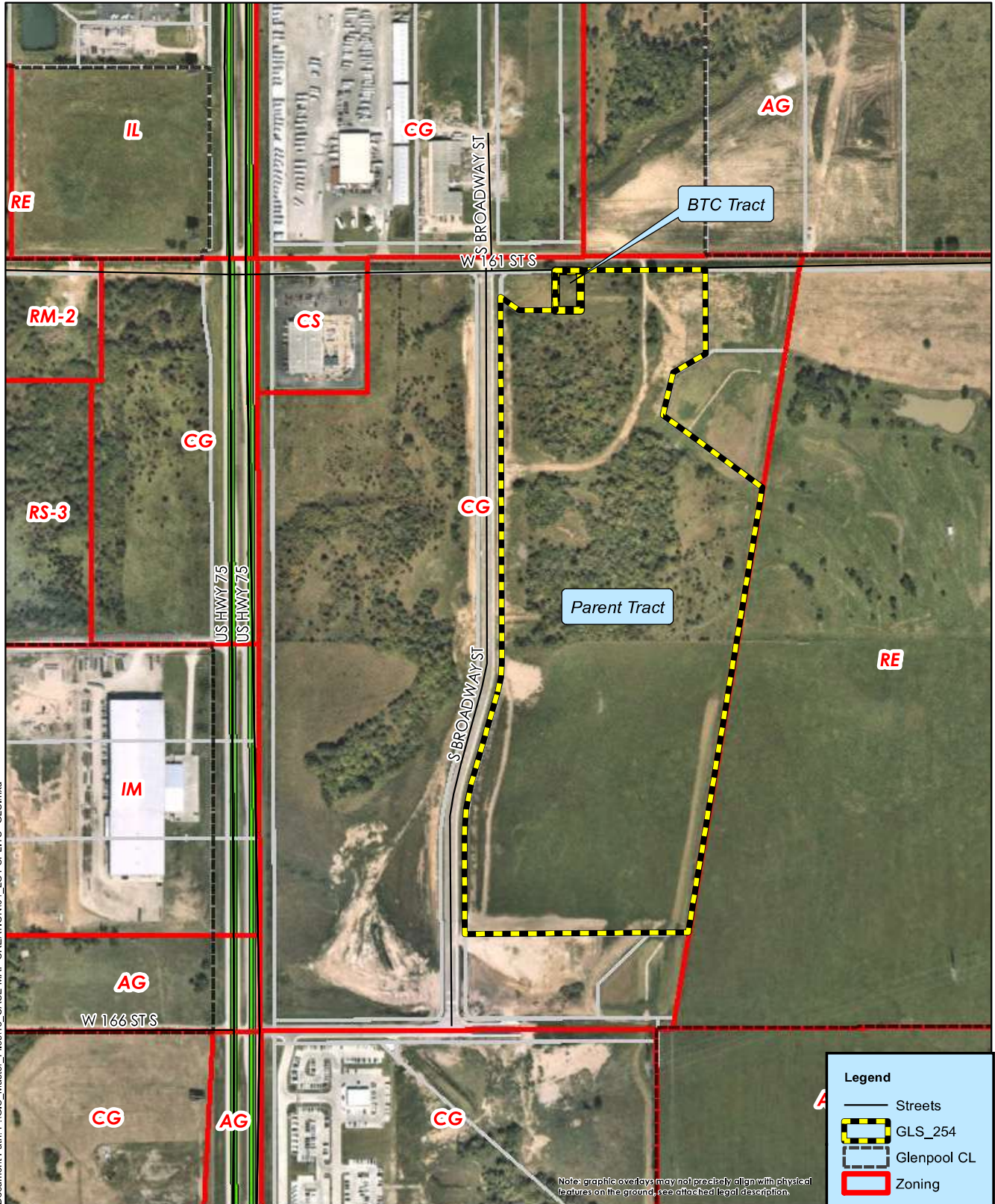
The TAC, city staff and Planning Commission have reviewed the request and believe the creation of the access will not impact area traffic flow, utility easements or abutting properties. Staff recommends the City Council affirm the Planning Commission action and recommendation.

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Application
3. MLOA 2020-01 (Approved July 2020)
4. **Proposed** Change of Access Exhibit - MLOA2021-01
5. Legal Description and Draft Change to and Consent to Limits of Access

Aerial Photo/Zoning Map

Document Path: P:\GIS Master_Files\15 CASE-MAP CREATION\04 LOT SPLITS-GLS.mxd



GLS-254: Application to split commercial lot into two lots. Property is located near S Broadway St and W 161st within S 75 Business Park and , which BTC Lot is approx 1000 ft east of U.S.Highway 75.



Source Data: INCOG, ODOT
Tulsa County Assessor Office
Date: 3/3/2021

**Modification of Limits of Access
Application**



RECEIVED: _____
CASE NO.: _____
DATE OF HEARING: _____

APPLICATION FOR MODIFICATION TO LIMITS OF ACCESS

The owner of land affected by limits of access or limits of no access can submit application to the City of Glenpool requesting to alter the limits of access or limits of no access of the subdivision plat.

Access modifications require application submittal to the Community Development Department, review by the Technical Advisory Committee (TAC), and approval by the City of Glenpool Planning Commission and subsequently City Council. See the City's official meeting calendar for important dates relating to the application review process.

Initiate an application for a limits of access modification by completing and submitting this form with submittal materials to the Community Development Department.

APPLICATION INTAKE CHECKLIST

	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	EE		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	EE		APPLICATION PROCESSING FEE (\$50.00)
3	EE		FIVE (5) PAPER COPIES AND ONE ELECTRONIC COPY (PDF) OF A SCALED SURVEY DRAWING WHICH SHOULD NOT BE GREATER IN SIZE THAN ELEVEN INCHES BY SEVENTEEN INCHES (11" X 17")

The survey drawings submitted with the application shall include the (1) **existing limits of access or limits of no access along with (2) proposed access modifications** clearly identified. Drawings shall also illustrate all existing curb cuts, drives, parking areas, easements, buildings, and other relevant information with distances and dimensions shown from lot lines and adjacent street rights of way.

SUBJECT SITE INFORMATION

Name of Plat: South 75 Business Park Phase III
Lot(s): ¹ _____ Block: ² _____

APPLICANT

Name: Tanner Consulting, LLC
Address: 5323 S. Lewis Ave.
City: Tulsa State: OK Zip code: 74105
Phone: (918) 745-9929 Email: eenyart@tannerbaitshop.com

City of Glenpool, Community Development Department
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
www.glenpoolonline.com

Page 1 of 2
UPDATED: 2020/05/15

PROPERTY OWNER

same as applicant: yes: ☐ no: ☒

Name: South 75, LLC

Address: 16400 Dallas Parkway, Suite 140

City: Dallas State: TX Zip code: 75248-1389

Phone: (972) 858-1111 Email: rex@forddevelopment.net

I, the undersigned applicant, certify information contained within this application is true and correct.

APPLICANT SIGNATURE: 

DATE: 02/02/2021

PROPERTY OWNER SIGNATURE: SRs Ord. # 747

DATE: _____

*Section 12617.B.: "written permission from property owner"
Email authorization ("written permission") attached.*

FOR ADDITIONAL INFORMATION, PLEASE CALL THE CITY OF GLENPOOL COMMUNITY DEVELOPMENT
DEPARTMENT AT 918-209-4610 OR VISIT THE CITY'S WEBSITE: <https://www.glenpoolonline.com/>

On Feb 1, 2021, at 8:05 PM, Rex Robertson <rex@forddevelopment.net> wrote:

Tanner Guys:

I have signed the attached contract with BTC. Please proceed with the boundary survey and the City approvals for the lot split and limited access off of 161st Street.

Thanks.

Rex

Rex F. Robertson
Ford Development Corporation
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248
972-858-1111
214-850-8838 (mobile)
rex@forddevelopment.net

<South 75 - Contract with BTC.pdf>

<South 75 - Exhibit of BTC Site.pdf>

MLOA 2020-01
(Approved July 2020)



Tulsa County Clerk - Michael Willis

Doc # 2020071571 Page(s): 4
07/31/2020 03:42:56 PM
Receipt # 20-45942
Fee: \$ 24.00

**CHANGE OF AND CONSENT TO
LIMITS OF ACCESS AS SHOWN ON RECORDED PLAT**

WHEREAS, South 75, LLC, a Texas Limited Liability Company is the owner of the following described real property and premises in the City of Glenpool, Tulsa County, State of Oklahoma:

A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK TWO (2), "SOUTH 75 BUSINESS PARK PHASE III", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6894), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 8°22'22" WEST AND ALONG THE EAST LINE OF LOT 1, FOR A DISTANCE OF 277.50 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF RESERVE 'B' OF SAID SUBDIVISION; THENCE SOUTH 88°47'32" WEST AND ALONG THE NORTH LINE OF RESERVE 'B', FOR A DISTANCE OF 241.80 FEET; THENCE SOUTH 58°10'10" WEST AND CONTINUING ALONG SAID NORTH LINE, FOR A DISTANCE OF 28.21 FEET; THENCE NORTH 1°03'42" WEST FOR A DISTANCE OF 288.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 88°47'32" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 311.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 79,196 SQUARE FEET OR 1.818 ACRES;
and

WHEREAS, said owner desires to change the access points from 161st Street to the above described property; and

WHEREAS, such change requires approval of the Glenpool Planning Commission, Glenpool City Council, and the city planning and engineering staff, pursuant to City of Glenpool Subdivision Regulations Ordinance # 747 Section 12617.A.; and

WHEREAS, such change requires further the review and recommendations of the city planning and engineering staff, the Glenpool Technical Advisory Committee, and the Glenpool Planning Commission; and

WHEREAS, the Glenpool city planning and engineering staff have given notice to the Glenpool Planning Commission and Glenpool City Council of their approval, the recommendations of the Glenpool Technical Advisory Committee, and their own recommendations, all according to the Glenpool Subdivision Regulations; and

WHEREAS, the Glenpool Planning Commission has given notice to the Glenpool City Council of its approval and recommendation for approval, all according to the Glenpool Subdivision Regulations.

NOW THEREFORE, the undersigned owner of the above named property in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof, does hereby change the limits of access and limits of no access from their present location(s) as shown on the above named plat as recorded in the office of the County Clerk of Tulsa County, State of Oklahoma, as plat number 6894 to the location(s) as shown on the attached Exhibit A, which is incorporated herein by reference and made a part hereof for all purposes.

The Glenpool City Council, by affixing its approval to this instrument, does hereby stipulate and agree to such changes and, from and after the date of this consent, ingress, egress, and regress shall be permitted over, through, and across the limits of access as shown on attached Exhibit A, which is incorporated herein by reference. The limits of no access previously existing but now permitted by this change and consent is (are) hereby expressly released, vacated, annulled, and held for naught. Likewise, the limits of access previously existing but now depicted on Exhibit A as "Limits of No Access" or "LNA" are hereby revoked and access to the property is hereby prohibited across the newly restricted limits.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 20th day of July, 2020.

South T5, LLC

Owner

Owner

APPROVED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: 7/20/2020

by: Tim Fox, Mayor Monica Ceasey, Vice Mayor

ATTEST:

Wendy Knight
Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson
Lowell Peterson, City Attorney



FOR THE APPLICANT
SOUTH 75, LLC, A TEXAS LIMITED
LIABILITY COMPANY



Rex Robertson,
Managing Member

STATE OF Texas)
COUNTY OF Dallas)

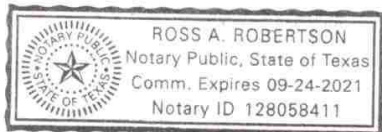
SS

CORPORATE ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of July, 2020, personally appeared Rex Robertson, to me known to be the identical person who executed the foregoing instrument, as Managing Member of South 75, LLC, a Texas Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Limited Liability Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

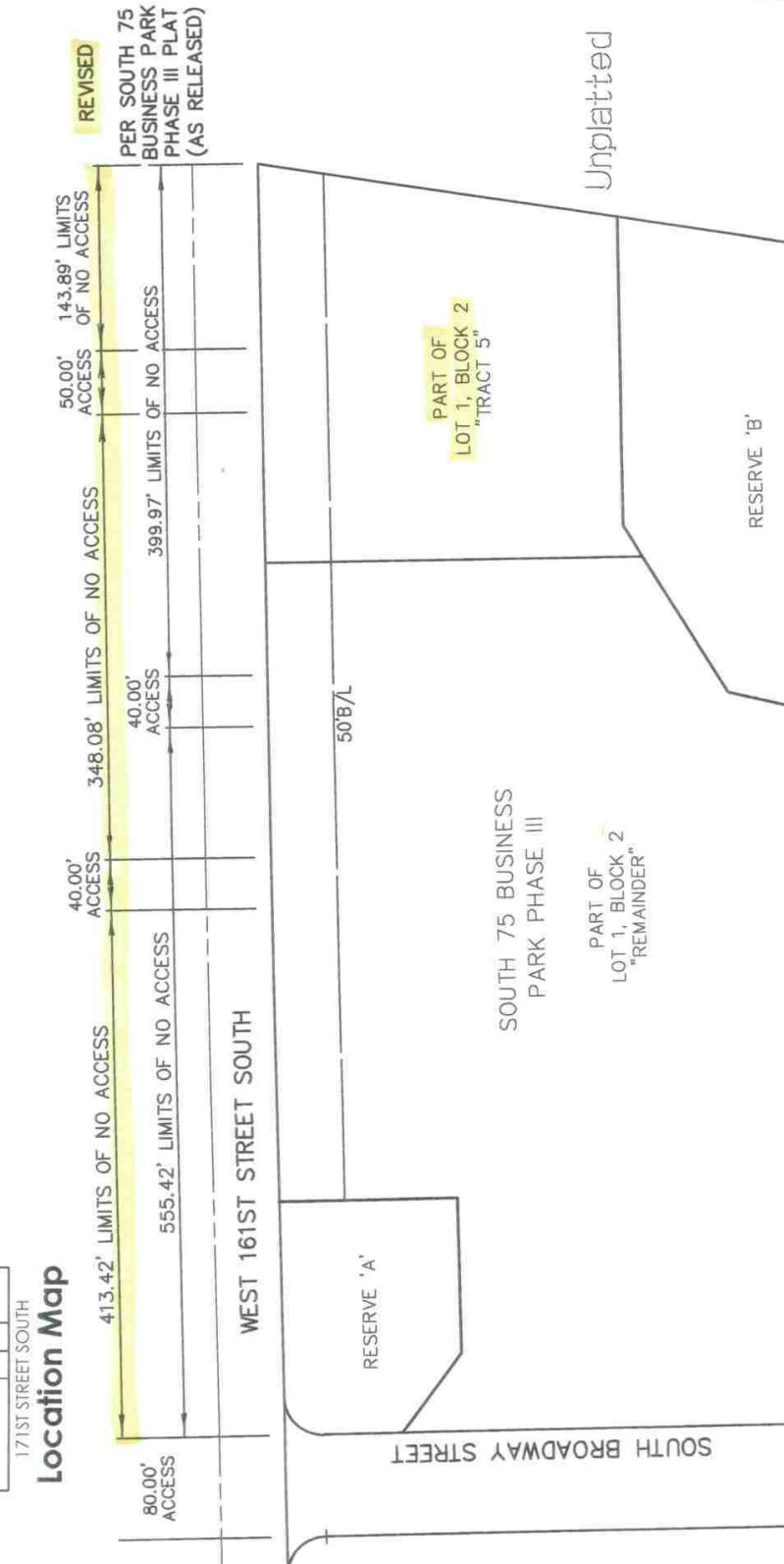
My Commission Expires: 09-24-2021
Commission No.: TX 128058411


Notary Public



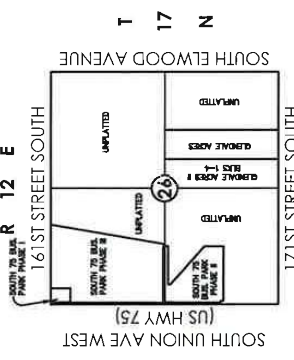
Location Map

Exhibit "A" **Part of Lot 1, Block 2** **South 75 Business Park Phase III** **Change of Access**

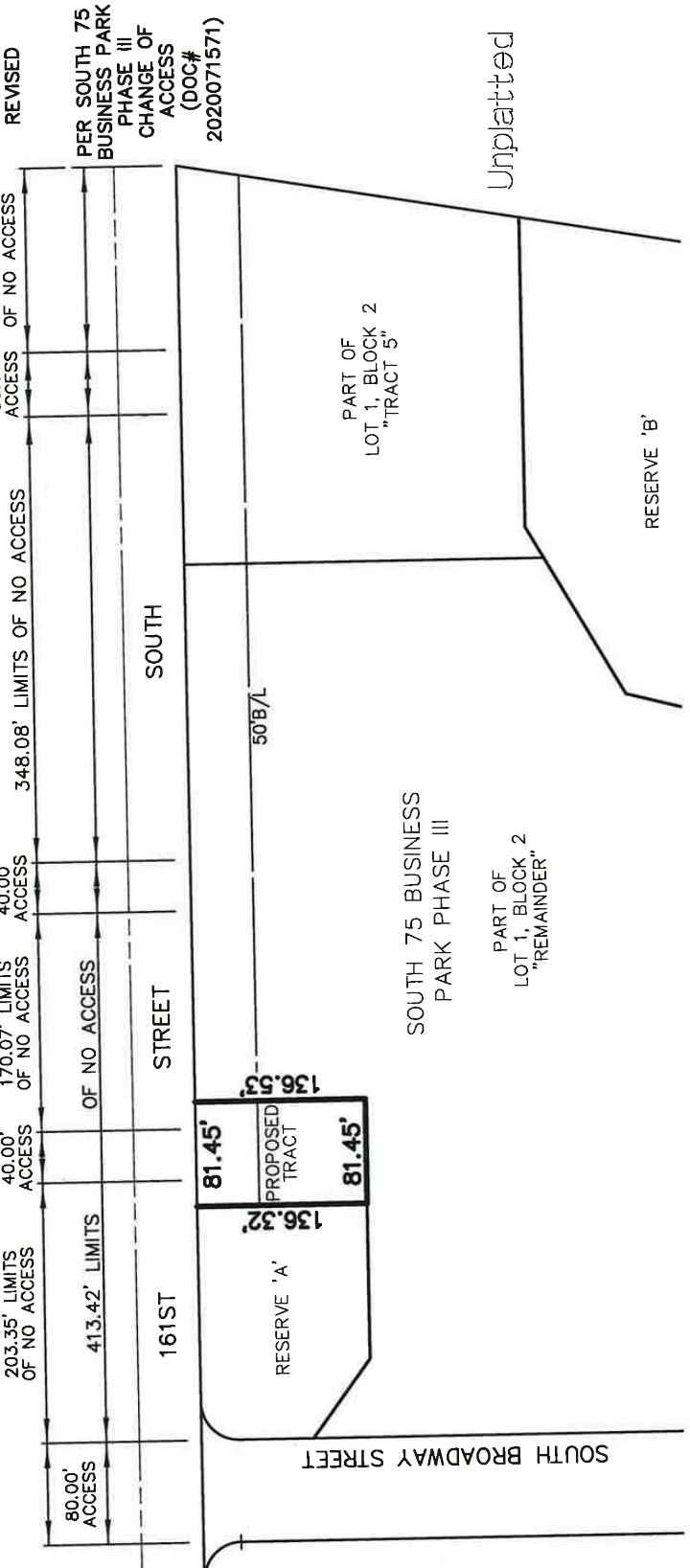


**Proposed
Change of Access Exhibit
MLOA 2021-01**

Exhibit "A" **Part of Lot 1, Block 2** **South 75 Business Park Phase III** **Change of Access**



Location Map



**Legal Description and
DRAFT
Change of and Consent to Limits of Access
MLOA 2021-01**

**CHANGE OF AND CONSENT TO
LIMITS OF ACCESS AS SHOWN ON RECORDED PLAT**

WHEREAS, South 75, LLC, a Texas Limited Liability Company is the owner of the following described real property and premises in the City of Glenpool, Tulsa County, State of Oklahoma:

A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK TWO (2), "SOUTH 75 BUSINESS PARK PHASE III", A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6894), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF RESERVE 'C', SAID "SOUTH 75 BUSINESS PARK PHASE III", THENCE SOUTH 88°46'43" WEST, FOR A DISTANCE OF 745.12 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG THE PLATTED BOUNDARY OF SAID LOT 1 FOR THE FOLLOWING NINE (9) COURSES; NORTH 1°13'17" WEST FOR A DISTANCE OF 325.84 FEET; THENCE ALONG A 730.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°05'41", A CHORD BEARING AND DISTANCE OF NORTH 6°49'33" EAST FOR 204.39 FEET, FOR AN ARC DISTANCE OF 205.06 FEET; THENCE NORTH 14°52'24" EAST FOR A DISTANCE OF 311.51 FEET; THENCE ALONG A 360.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°56'05", A CHORD BEARING AND DISTANCE OF NORTH 6°54'21" EAST FOR 99.80 FEET, FOR AN ARC DISTANCE OF 100.12 FEET; THENCE NORTH 1°03'42" WEST FOR A DISTANCE OF 1250.39 FEET; THENCE SOUTH 54°10'36" EAST FOR A DISTANCE OF 77.04 FEET; THENCE NORTH 88°47'32" EAST FOR A DISTANCE OF 121.35 FEET; THENCE NORTH 1°03'42" WEST FOR A DISTANCE OF 136.32 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 161ST STREET SOUTH AS PRESENTLY LOCATED; THENCE NORTH 88°47'32" EAST AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 500.91 FEET; THENCE SOUTH 1°03'42" EAST FOR A DISTANCE OF 288.00 FEET TO A POINT ON THE NORTHERLY LINE OF RESERVE 'B' OF SAID SOUTH 75 BUSINESS PARK PHASE III; THENCE SOUTH 58°10'10" WEST, AND ALONG SAID NORTHERLY LINE OF RESERVE 'B', FOR A DISTANCE OF 125.01 FEET TO A CORNER THEREOF; THENCE SOUTH 12°54'44" WEST AND ALONG THE WEST LINE OF RESERVE 'B', FOR A DISTANCE OF 149.61 FEET TO A CORNER THEREOF; THENCE SOUTH 54°10'36" EAST AND ALONG THE SOUTH LINE OF RESERVE 'B', FOR A DISTANCE OF 413.89 FEET TO A POINT ON THE EAST LINE OF LOT 1; THENCE SOUTH 8°22'22" WEST AND

ALONG SAID EAST LINE, FOR A DISTANCE OF 1541.95 FEET TO
THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,685,999 SQUARE FEET OR 38.705
ACRES; and

WHEREAS, said owner desires to change the access points from 161st Street to the
above described property; and

WHEREAS, such change requires approval of the Glenpool Planning Commission,
Glenpool City Council, and the city planning and engineering staff, pursuant to City of Glenpool
Subdivision Regulations Ordinance # 747 Section 12617.A.; and

WHEREAS, such change requires further the review and recommendations of the city
planning and engineering staff, the Glenpool Technical Advisory Committee, and the Glenpool
Planning Commission; and

WHEREAS, the Glenpool city planning and engineering staff have given notice to the
Glenpool Planning Commission and Glenpool City Council of their approval, the
recommendations of the Glenpool Technical Advisory Committee, and their own
recommendations, all according to the Glenpool Subdivision Regulations; and

WHEREAS, the Glenpool Planning Commission has given notice to the Glenpool City
Council of its approval and recommendation for approval, all according to the Glenpool
Subdivision Regulations.

NOW THEREFORE, the undersigned owner of the above named property in the City
of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof, does hereby
change the limits of access and limits of no access from their present location(s) as shown on the
above named plat as recorded in the office of the County Clerk of Tulsa County, State of
Oklahoma, as plat number 6894 to the location(s) as shown on the attached Exhibit A, which is
incorporated herein by reference and made a part hereof for all purposes.

The Glenpool City Council, by affixing its approval to this instrument, does hereby
stipulate and agree to such changes and, from and after the date of this consent, ingress, egress,
and regress shall be permitted over, through, and across the limits of access as shown on attached
Exhibit A, which is incorporated herein by reference. The limits of no access previously existing
but now permitted by this change and consent is (are) hereby expressly released, vacated, annulled,
and held for naught. Likewise, the limits of access previously existing but now depicted on Exhibit
A as "Limits of No Access" or "LNA" are hereby revoked and access to the property is hereby
prohibited across the newly restricted limits.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their
seals this _____ day of _____, 2021.

Owner

Owner

APPROVED BY CITY COUNCIL: City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____ by: _____
Tim Fox, Mayor

ATTEST:

Wendy Knight, City Clerk [corporate seal]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

FOR THE APPLICANT
SOUTH 75, LLC, A TEXAS LIMITED
LIABILITY COMPANY

Rex Robertson,
Managing Member

STATE OF _____)
) SS CORPORATE ACKNOWLEDGEMENT
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2021, personally appeared Rex Robertson, to me known to be the identical person who executed the foregoing instrument, as Managing Member of South 75, LLC, a Texas Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Limited Liability Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: _____
Commission No.: _____ Notary Public

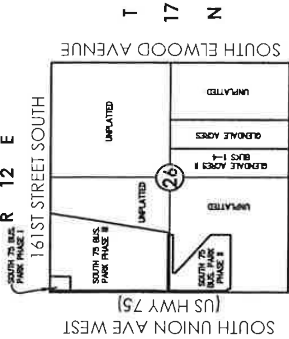
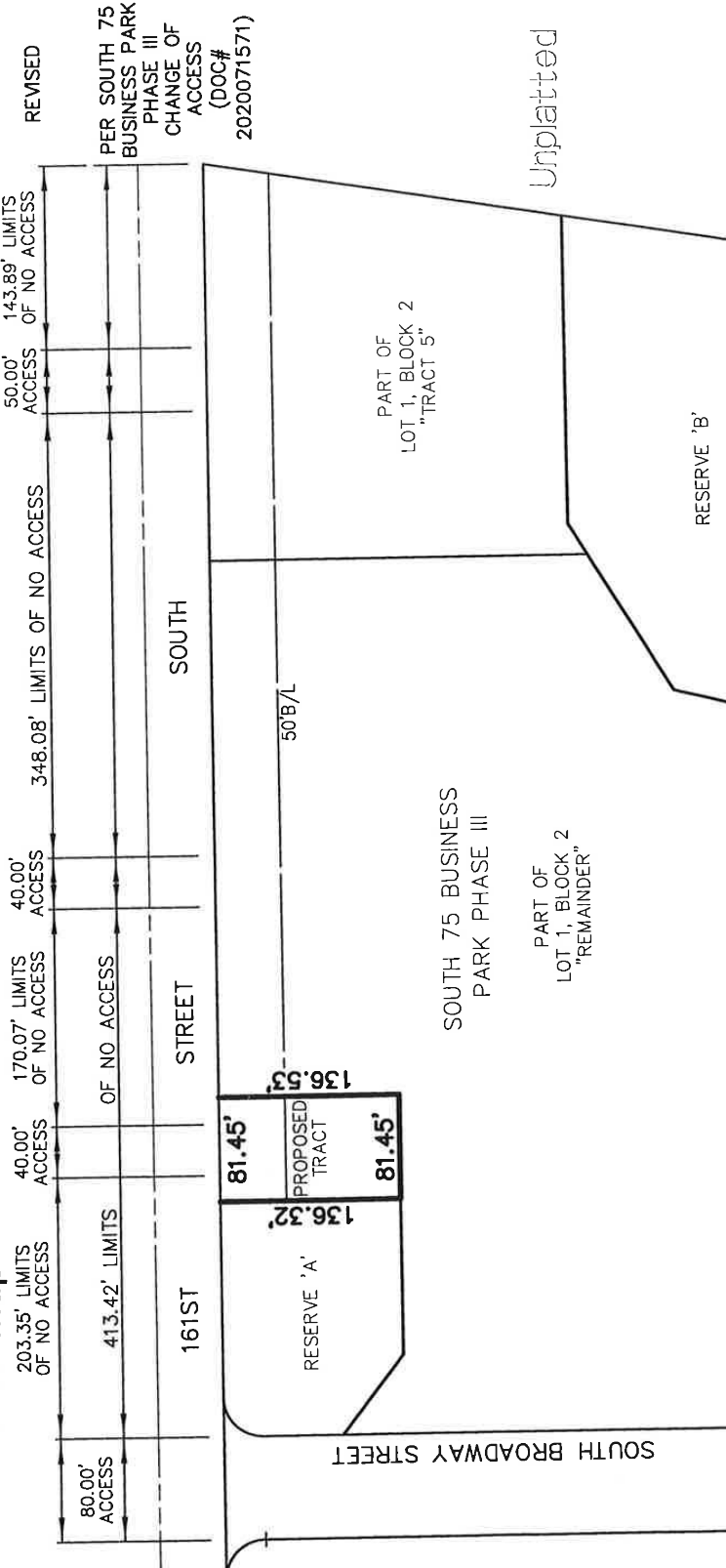


Exhibit "A" **Part of Lot 1, Block 2** **South 75 Business Park Phase III** **Change of Access**



Location Map



Unplatted

02/05/2021 NMARES 16075EX_BTC CHANGE OF ACCESS

LAST PAGE