

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on April 1, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

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A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum –Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Rick Tabisz, King of Kings Lutheran Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Recognition of Outgoing Council Member Trish Agee - Timothy Lee Fox, Mayor	
F) Community Development Report – Lynn Burrow, Community Development Director	
G) City Manager Report – David Tillotson, City Manager	
1) M.e.t. Tire & Waste Event stats	4 - 5
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Council Comments	
J) Public Comments	
K) Scheduled Business	
1) Discussion and possible action to approve minutes from March 18, 2019 meeting. (Wendy Knight, City Clerk) Regular Meeting - 18 Mar 2019 - Minutes - Html	6 - 12
2) Discussion and possible action to approve Resolution No. 2019003, a Resolution renewing User Agreement between the 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 8, 2018; 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. (Lowell Peterson, City Attorney) Staff Memo re Renewal of Lance SoCoSoCl - 040119 (003) Adopting and renewing Resolution 040119 (003) User Agreement as Fully Executed by all Parties 022018 First Amended User Agreement - Glenpool SoCoSoCL (002) Lance Cole - Concession Stand U A fully exec'd	13 - 96

[BOCC Agenda for 082018](#)

- | | | |
|-----|--|-----------|
| 3) | Discussion and possible action to approve the Morris Park User Agreement between the City of Glenpool and Glenpool Baseball League, beginning January 1, 2019 through June 30th, 2019.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 Morris Park Baseball Users Agreement Renewal</u> | 97 - 113 |
| 4) | Discussion and possible action to approve the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole, beginning January 1, 2019 through December 31, 2019.
(Lynn Burrow, Community Development Director).
<u>Memorandum City Council 04 01 19 Users Agreement Renewal Black Gold Park Concession</u>
<u>2019 Concession Building Lease Black Gold Park</u> | 114 - 131 |
| 5) | Discussion and possible action to approve the AT&T Multi-Service Agreement between INCOG, Regional 9-1-1 Board, as “Customer,” and AT&T Corporation, and authorize the Mayor to communicate such approval to the Regional 9-1-1 Board by separate writing.
(Lowell Peterson, City Attorney)
<u>Staff Memo re 911 Multi-Svc Ag040119</u>
<u>ATT Multi-Service Agreement</u>
<u>Written approval of 911 Multi-Svc Ag040119</u> | 132 - 152 |
| 6) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from The Crossing at Glenpool Home Owners Association.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 HOA Warrior Road Dedication No. 1</u> | 153 - 157 |
| 7) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from The Crossing at Glenpool Home Owners Association.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 HOA Dedication No. 2 Warrior Road</u> | 158 - 162 |
| 8) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from Glenpool Independent School District No. 13.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 GSD Warrior Road Right of Way Dedication No. 1.</u> | 163 - 167 |
| 9) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from Glenpool Independent School District No. 13.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 GSD Warrior Road Right of Way Dedication No. 2</u> | 168 - 172 |
| 10) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from Glenpool Independent School District No. 13.
(Lynn Burrow, Community Development Director)
<u>Memorandum City Council Meeting 04 01 19 GSD Warrior Road Right-of-Way Dedication No. 3</u> | 173 - 177 |
| 11) | Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from Glenpool Independent School District No. 13.
(Lynn Burrow, Community Development Director) | 178 - 182 |

[Memorandum City Council Meeting 04 01 19 GSD Warrior Road Right of way Dedication No. 4](#)

- 12) Discussion and possible action to approve acceptance of a Roadway Right-of-Way Deed of Dedication from Barry and Peggy Adams. 183 - 194
(Lynn Burrow, Community Development Director)

[Memorandum City Council Meeting 04 01 19 Peoria Right-of Way Dedication Peo](#)

- 13) Discussion and possible action to approve acceptance of a Public Right-of-Way Deed of Dedication from Council Oak District of the Oklahoma Annual Conference of the United Methodist Church Inc . 195 - 200
(Lynn Burrow, Community Development Director)

[Memorandum City Council 04 01 19 Right-of-way Dedication Methodist Church](#)

- 14) Discussion and possible action to approve acceptance of a General Utility Easement from Council Oak District of the Oklahoma Annual Conference of the United Methodist Church Inc. 201 - 205
(Lynn Burrow, Community Development Director)

[Memorandum City Council 04 01 19 Easement Dedication Living Water Methodist Church](#)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 29, 2019 by 4:00 pm.

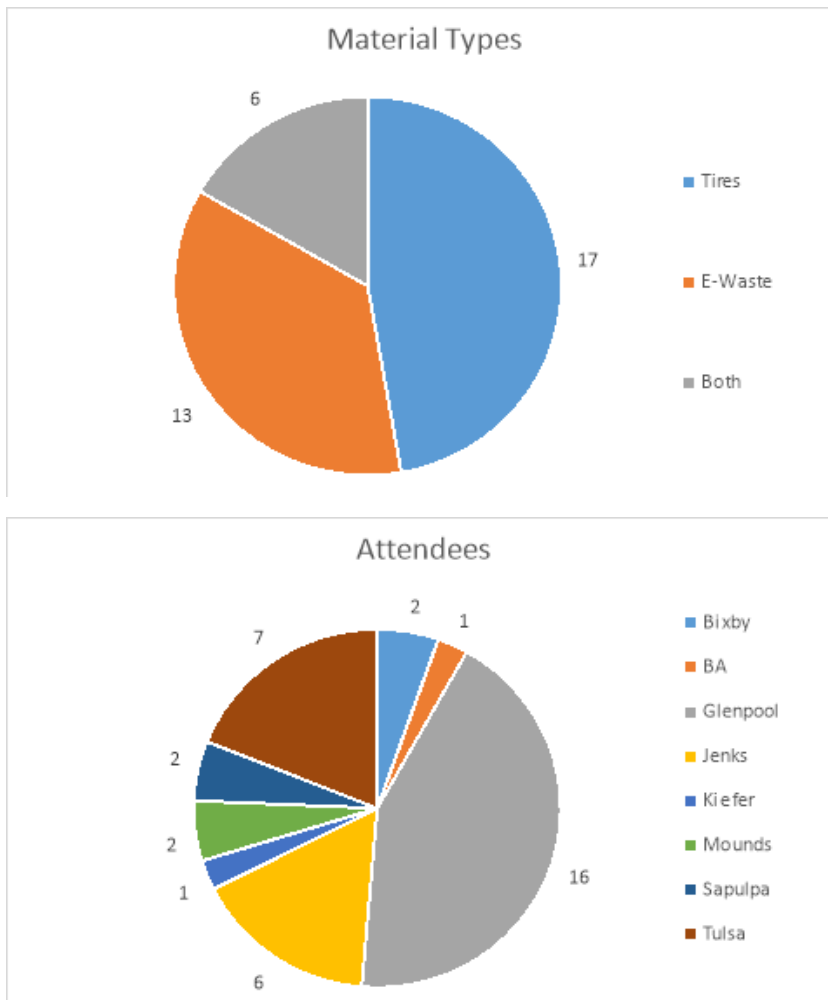
Signed: Wendy Knight

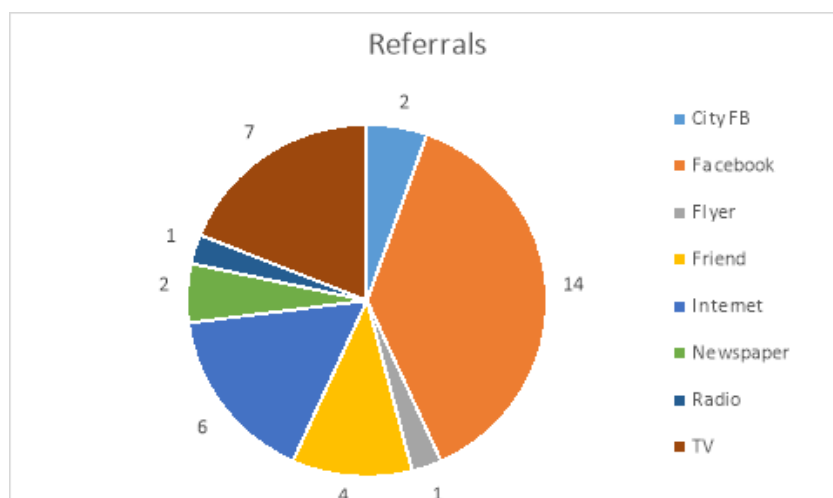
City Clerk

Tire and E-waste Event Glenpool- March 16th

Total Tires accepted: 237

Approximately 1500 lbs of E-waste





MINUTES
Regular Meeting Meeting
Monday, March 18, 2019 Council Chambers 6:00 PM

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

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
John Gonsalves
Lynn Burrow
James McHendry
Jim Martin

STAFF ABSENT: Wendy Knight

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Susan White, Assistant City Manager; Timothy Lee Fox, Mayor**
Roll call was administered by Susan White, ACM. Mayor Fox declared a quorum present.
- C) Invocation – Father Sam Gordin, Anglican Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Treasurers Report – John Gonsalves, Finance Director**
John Gonsalves presented February 2019 financials.
[FEBRUARY TREASURERS REPORT](#)
- F) City Manager Report – David Tillotson, City Manager**
- Mark Allen Chevrolet dealership will host a public grand opening celebration Saturday, April 6 from 3:00 to 8:00 pm.
 - ODEQ has requested the City's assistance identifying a new ozone

monitoring site. The water tower is being considered for that purpose.

- M.e.t. featured a tire and e-waste event Saturday at the Glenpool Conference Center parking lot. Many took advantage of the free event.
- The Black Gold Car Show will be held at Faith Church on April 27. The change of venue is a result of the growth the event has experienced. The Faith Church location will provide opportunity for more exhibitors and vendors.

G) Mayor Report – Timothy Lee Fox, Mayor

Mayor Fox announced the Senior Citizens are inviting the public to stop by their building on March 26, from 1:00 to 3:00 pm to see the improvements, including the newly remodeled kitchen.

H) Council Comments

Councilor Lund announced an upcoming event at the Glenpool Conference Center which is sponsored by Living Water Methodist Church. It is their annual Trivia Night fundraiser for missions. The cost is \$20 for advance tickets and \$25 at the door.

I) Public Comments

None.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from March 4, 2019 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve minutes as presented.

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

CARRIED.

- 2) Discussion and possible action to approve Ordinance No. 760, an Ordinance amending Ordinance No. 746, Title 11, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property

described herein from CG (Commercial General District) to RM-2 (Multifamily Residential Medium Density District), as recommended by the Planning Commission under application GZ-270; and repealing all Ordinances or parts of Ordinances in conflict herewith.
(James McHendry, City Planner)

Mr. McHendry presented the history associated with the rezoning application, advised Council that the application had been heard by the Planning Commission on March 11 and recommended for approval to the City Council by a 4-0 vote in favor.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve Ordinance No. 760 as presented.

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

CARRIED.

Staff Report and Ordinance No. 760

- 3) Discussion and possible action to approve a User Agreement between the City of Glenpool (Owner) and the Glenpool Baseball League (User), for the use of the Morris Park baseball fields January 1, 2019, through June 30, 2019 - renewable without obligation for January 1, 2020, through June 30, 2020 and authorize the Mayor to execute same on behalf of the City of Glenpool.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented the Morris Park User Agreement with the Glenpool Baseball League for Council consideration. Christopher Neal, President for the baseball league was in the audience and spoke on behalf of the league. Following a brief discussion regarding the term of the Agreement a motion was made to approve as amended.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

Councilor Lund made a motion to approve the Agreement subject to the following amendments to Section 3.A and 3.B.

- ~~Section 3.A The initial Term of this Agreement shall extend from January 1, 2019, through June 30, 2019. The Agreement shall automatically renew for an additional term from January 1, 2020 through June 30, 2020, unless either party gives notice to the other of its intent not to renew by October 31, 2019 as provided by subsection B of this section 3.~~
- ~~Section 3.B User shall have the automatic option to renew this Agreement for an additional term of January 1, 2020 through June 30, 2020 in accordance with subsection A of this section 3 and shall have a perpetual option to renew annually thereafter upon providing written notice of intent to renew to the City Manager by no later than 60 days prior to the end of the calendar year in which the current term expires. The City will not unreasonably refuse to renew the Agreement.~~

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

CARRIED.

[Memorandum City Council Meeting 03 18 19 Morris Park Users Agreement](#)

- 4) Discussion and possible action to approve a proposal from Dunham's Asphalt Services, Inc. in an amount not to exceed \$11,350.00, to be paid from 2018/19 FY Budget, Park Improvements Item No. 01-6-14-6274, for the Morris Park paving repair project.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of the proposal from Dunham's Asphalt Services, Inc. for the Morris Park paving repair project. The project would include repairs to the entry drive into the park from 121st street, and the entry drive into the ball field area inside the park on either side of the existing low-water crossing.

To approve a proposal from Dunham's Asphalt Services, Inc. in an amount not to exceed \$11,350.00, to be paid from 2018/19 FY Budget, Park Improvements Item No. 01-6-14-6274, for the Morris Park paving repair project.

Motion carried.

[Memorandum City Council 03 18 19 Morris Park Paving Repair](#)

- 5) Discussion and possible action to approve a quote received from Mark Allen Chevrolet covering the purchase of one (1) Chevrolet Tahoe Special Services Vehicle for a total purchase price of \$35, 615.00, to be paid from FY 2018/2019 annual General Fund Budget under item 01-6-03-6333 (Capital Purchase).
(Jim Martin, Police Chief)

Chief Martin presented and recommended Council approval of the quote from Mark Allen Chevrolet for the purchase of a Chevrolet Tahoe Special Services Vehicle, as a replacement vehicle for the Chief of Police. The vehicle initially assigned to the Chief was reallocated to the patrol division.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve the quote received from Mark Allen Chevrolet covering the purchase of one (1) Chevrolet Tahoe Special Services Vehicle for a total purchase price of \$35, 615.00, to be paid from FY 2018/2019 annual General Fund Budget under item 01-6-03-6333 (Capital Purchase).

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

CARRIED.

[Chiefs Vehicle Purchase Memo](#)
[POLICE CHIEF VEHICLE](#)
[Full Size SUV](#)

- 6) Discussion and updates of the Warrior Road Rehabilitation Project. No action will be taken.
(Lynn Burrow, Community Development Director)

Mr. Burrow gave updates of the Warrior Road Rehabilitation Project, which included: design specifications, construction phases, and an estimate of costs. No action was taken.

- 7) Discussion and possible action to enter into executive session for the purposes of A) of discussing the employment, promotion, demotion,

discipline, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act); to wit, the annual performance evaluation of the Glenpool City Manager, as provided by Section 7 of the City Manager Employment Agreement; and B) conferring on matters pertaining to economic development because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Records Act).

(A - Tim Fox, Mayor) (B - David Tillotson, City Manager)

David Tillotson recommended Executive Session begin with item "B".

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To enter into Executive Session at 7:12 p.m.

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

CARRIED.

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

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To reconvene in Regular Session at 8:28 p.m.

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

CARRIED.

K) Adjournment

Mayor Fox declared the meeting adjourned at 8:28 p.m.

TO: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

FROM: Lowell Peterson, City Attorney

DATE: April 1, 2019

SUBJECT: Renewal of (i) User Agreement with South County Soccer Club for operation of the Glenpool Soccer Complex ("REVEREND URBAN GREEN PLAYING FIELDS") with the exception of the concession facility; and (ii) User Agreement with Lance and Michelle Cole for operation of the concession facility.

Background:

By Resolution No. 15-06-02, adopted June 1, 2015, the City Council approved the City's application for Vision 2025 Proposition 3 Funding from Tulsa County, in the full amount of \$978,762 available for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County at the South County Recreation Facility, 13800 S. Peoria, and to be leased by the City of Glenpool for nominal rent for a principal term of 25 years and an option to renew for an additional 25 years.

A condition for release of the funding for the soccer fields was approval and execution by the City and the County of the previously mentioned lease which was executed on, approved by the Board of County Commissioners ("BOCC") on, November 21, 2016, as County Contract CMF # 239748.

The Lease with the County allows for subleasing by the City for operation of the fields and concession facility subject to approval by the County. 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 CMF # 243799. 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 CMF # 245703.

Both User Agreements require annual renewal by the City Council and renewal of approval by the BOCC. The User Agreement (as amended) was approved for renewal on June 18, 2018. This will be the first renewal of the concession facility lease.

Staff Recommendation:

Staff recommends that the Council approve the following resolution for renewal of both referenced User Agreements and authorize submission to the BOCC for its approval.

Attachments:

- Resolution No. 2019003 to renew User Agreements for operation of the Rev. Urban Green Playing Fields with the South County Soccer Club; and for operation of the concession facility at the Rev. Urban Green Playing Fields with Lance and Michelle Cole.

RESOLUTION NO. 2019003

ANNUAL RESOLUTION OF RENEWAL

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 8, 2018; 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

WHEREAS, the City of Glenpool City Council 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”); 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. 2018008 on June 18, 2018, and will be subject to its second renewal as of July 1, 2019; and

WHEREAS, the User Agreement with Lance and Michelle Cold for operation of the concession has not required renewal, being in its first annual term, but will be required to renew and be approved by BOCC as of July 1, 2019.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL 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 User Agreement with the South County Soccer Club for operation of the Glenpool Soccer Fields (“Rev. Urban Green Playing Fields”) dated and approved by the City Council and the Tulsa County Board of County Commissioners as of February 20, 2018, as amended to exclude operation of the concession facility on June 18, 2018, and establishes that the “Renewal Term” shall commence on July 1, 2019, and extend through June 30, 2020.

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 with Lance and Michelle Cole for operation of the concession facility located adjacent to the Glenpool Soccer Fields (“Rev. Urban Green Playing Fields”) dated and approved by the City Council on August 6, 2018, and approved by the Board of County Commissioners on August 20, 2018, and establishes that the “Renewal Term” shall commence on July 1, 2019, and extend through June 30, 2020.

The foregoing Resolution No. 2019003, for the purpose of renewing those certain User Agreements identified and described herein, is hereby adopted by the City Council of Glenpool on this 1st day of April 2019.

CITY COUNCIL

Timothy Lee Fox, Mayor

Attest:

Wendy Knight, City Clerk

Approved as to Form and Substance:

Lowell Peterson, City Attorney

APPROVED

FEB 20 2018

STATE OF OKLAHOMA
TULSA COUNTY
RECORDED

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:

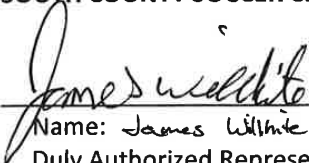

Susan White, City Clerk



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.

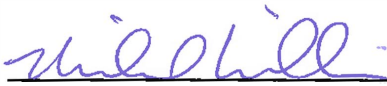
THEREFORE, by the authorized signature below, Tulsa County hereby gives its consent to the foregoing City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, as executed or to be executed by the parties thereto.


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. Field 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

STATE OF OKLAHOMA
TULSA COUNTY
RECORDED
NOV 16 AM 11:20
TULSA COUNTY CLERK

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.

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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:

Pat Key by Randy Petha



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]

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 Spring Registrations Close Registrations 2pm - In Person 2pm - In Person	Teams Created 12am - Close			6:30pm - Coaches	GCSA - Teams in	1pm - Early bird 1pm - Early bird
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	8am - Tentative 1st 8am - Tentative 1st
	5pm - Practice Day 5pm - Practice Day	5pm - Practice Day 5pm - Practice Day				

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

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

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	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	5pm - Practice Day 5pm - Practice Day	8am - Game Day 8am - Game Day
3	4	5	6	7	8	9
Summer Camp						
2pm - Possible 2pm - Possible						Tentative End of 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):
INSURED USCLUBS-01 National Association of Competitive Soccer Clubs dba Youth US Club Soccer 192 East Bay Street Suite 301 Charleston SC 29401	E-MAIL ADDRESS:	
	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:		
NAIC #		

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 ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y		SI8GL00839181	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 ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE 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 Deductible Excess--Occ/Agg 100,000 500 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):
INSURED USCLUBS-01 National Association of Competitive Soccer Clubs dba Youth US Club Soccer 192 East Bay Street Suite 301 Charleston SC 29401	E-MAIL ADDRESS:	
	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 ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y		SI8GL00839181	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 ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE 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 Deductible Excess--Occ/Agg 100,000 500 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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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

FIRST AMENDMENT AND RENEWAL

City of Glenpool/South County Soccer Club
User Agreement for Glenpool-South County Soccer Complex
[Tulsa County CMF # 243799]

The City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex ("**Agreement**") dated February 20, 2018, and bearing Tulsa County CMF # 243799, is hereby amended and renewed by the parties hereto and thereto, ("**First Amendment and Renewal**"), **only as follows**.

Section 1. Background and Purpose – Is amended as follows:

- 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 in the Agreement (the "**Premises**"), **provided that the parties hereto, and to the Agreement, expressly agree and intend that the concession facility located on said Premises shall not be subject to the terms of the Agreement as amended by this First Amendment and Renewal and shall be unconditionally released to the City by User, who claims no interest therein whether as freehold or leasehold, for such purposes as the City sees fit in its sole discretion.**

Section 2. Term of Agreement – Is amended as follows:

- A. **The Agreement is hereby renewed by the parties hereto and the extended term ("Renewal Term") shall commence on July 1, 2018, and extend through June 30, 2019.**
- B. **This Renewal Term may be further 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.**

Section 9. Concession Facility – Is amended as follows:

Section 9, providing for the access and use of the concession facility on the Premises by User is stricken in its entirety, and User hereby denies and relinquishes any interest therein whatsoever and hereby further agrees that the

City may or may not lease the Concession Facility to a third party, operate the Concession Facility itself or any other option it may choose to exercise.

Section 18. Checklist of Documents Required as Condition of Performance – Is amended as follows:

- A. The City of Glenpool/South County Soccer Club User Agreement for Glenpool-South County Soccer Complex, Tulsa County CMF # 243799 (herein referenced as "Agreement"), except as otherwise expressly altered or amended by this First Amendment and Renewal is expressly incorporated in its entirety herein by reference. The omission of any section, condition, term or provision of the Agreement from this First Amendment and Renewal is not intended to be, nor shall it be interpreted to be, a waiver of any such section, condition, term or provision of the Agreement.

Miscellaneous:

This **First Amendment and Renewal** shall become effective upon approval and execution by a duly authorized representative of the Glenpool City Council and the South County Soccer Club, and ratification by Tulsa County as evidenced by its **Resolution Contract/Agreement Renewal** dated _____.

The **Agreement** shall, except as otherwise expressly stated herein, in all other respects without exception, be in full force and effect and binding on the parties hereto as the same is attached hereto and incorporated herein by reference at **Exhibit 2**.

IN WITNESS WHEREOF, City and User have adopted and caused this **First Amendment and Renewal** of the Agreement between the parties that was effective as of February 20, 2018, to be executed in their respective names by their duly authorized officers and have thereby caused this First Amendment and Renewal to be effective as of the date last executed by a duly authorized signatory for either party.

CITY OF GLENPOOL, OKLAHOMA

Timothy Lee Fox, Mayor

Date

Attest:

Susan White, City Clerk

Seal

HARD COPY SIGNED

Approved as to Form:

Lowell Peterson, City Attorney

SOUTH COUNTY SOCCER CLUB

James Wilhite, President

Date

VERIFICATION

State of Oklahoma)
) ss.
Tulsa County)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared JAMES WILHITE known to me to be the PRESIDENT of the SOUTH COUNTY SOCCER CLUB (identified as USER in the foregoing instrument) and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

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

APPROVED
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 SoCoSoCl 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 SoCoSoCl 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 SoCoSoCI, 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.

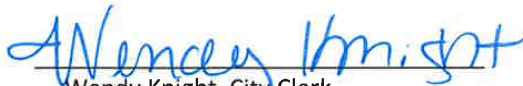
IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have thereby caused this Agreement to be effective as of the date last executed by a duly authorized signatory for either party or for Tulsa County.

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
Lance Cole, Owner

Michelle Cole
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

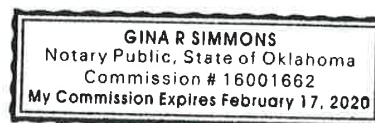
Lance Cole and Michelle Cole

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

Gina R Simmons
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.

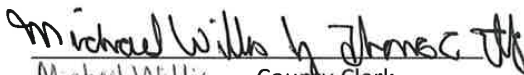


Chairperson Pro Tem
Tulsa County Board of County Commissioners
[or other authorized signatory]

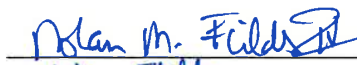
8/20/18

Date

Attest:


Michael Willis, County Clerk

Approved as to Form:


Nolan M. Fields, Assistant District Attorney



Seal

2nd AMENDED
AGENDA
BOARD OF COUNTY COMMISSIONERS
MONDAY, AUGUST 20, 2018
RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING
500 S. DENVER, TULSA, OKLAHOMA
ROOM 119, 9:30 A.M.

I. CALL TO ORDER

II. MINUTES

A. Management Conference Meeting of [August 9, 2018](#)

B. Board of County Commissioner's Meeting of [August 13, 2018](#)

III. REPORTS

A. Elected Officials:

1. [Assessor](#)
2. [Court Clerk](#)

IV. UNFINISHED BUSINESS

A. Bid Openings:

1. Highways - Aluminum Sign Blanks
2. Highways - Asphalt (Types A, B, C, D)
3. Sheriff - Inmate E-Cigarettes

B. Bid Awards:

1. Parks - [Turf Covers](#) - **to Reject Bid Received**
2. TC Departments - [Overhead Door Maintenance, Repair Parts and Labor](#) - **to Tulsa Overhead Door, LLC**
3. TC Departments - [Plumbing Installation, Maintenance and Repair](#) - **to DaVco Mechanical Contractors, Inc.**
4. TC Departments and Tulsa County Public Facilities Authority (Fairgrounds) - [Grocery Products](#) - **to Performance Foodservice**

C. [Addendum #1](#) - (Board of County Commissioners) - to the Request for Qualifications for Tulsa County Administration Building(s) - Construction Management Advisor Services

[D. Amendment #1](#) - (Parks) - First Amendment and Renewal of User Agreement Between the City of Glenpool and South County Soccer Club for the Glenpool Soccer Complex

E. [Amendment #1](#) - (TC Departments) - to the Award for Automotive Glass Replacement to Safelite Fulfilment, Inc.

F. [Amendment #1](#) - (TC Departments) - to the Award for Portable Toilets to At Your Service Rentals

G. [Amendment #5](#) - (Board of County Commissioners) - to the Ground Lease Agreement with Iron Gate, Inc.

H. [Amendment #5](#) - (Building Operations) - to the Award for Trash Service to American Waste Control, Inc.

V. NEW BUSINESS

A. Gasoline and Diesel Fuel Quotes

B. [Resolution on Disposition of Funds/Cash Fund Estimate of Needs](#)

C. Documents for Sale of County Property - Treasurer:

1. [Parcel #01875-03-19-00240](#), LT 14 BLK 2, APACHE PLACE ADDN
2. [Parcel #44200-02-11-01110](#), LT 21 BLK 5, VALLEY VIEW ACRES
3. [Parcel #61475-91-11-02120](#), LT 2 BLK 15, SAND SPRINGS - ORIGINAL TOWN

- D. [Appointment](#) - (Commissioner Peters) - of Commissioner Karen Keith to Serve on the City-County Library Commission
- E. [Request for Approval](#) - (Board of County Commissioners) - for Payment of Fire Protection Permits at Tulsa County Family Center for Juvenile Justice
- F. [Request for Approval](#) - (Board of County Commissioners) - Notice to Proceed to The Wilson Group, Inc., for Tulsa County Administration Building - Exterior Window Replacement
- G. [Request for Approval](#) - (Building Operations) - to Accept Donation
- H. [Request for Approval](#) - (Highways) - for Funding from Association of County Commissioners of Oklahoma (ACCO) Solid Waste Program
- I. [Request for Approval](#) - (Human Resources) - Authorization of Plan Sponsor Internet User Access for Two HealthSmart Employees for Post Employment Health Plan Managed by BOKF, NA
- J. [Request for Public Hearing](#) - (INCOG) - on Monday, September 10, 2018 at 9:30 a.m. for Tulsa County HOME Consortium and the CDBG Urban County Programs Annual Performance Report and Authorize Publication in Tulsa World
- K. [Resolution](#) - (Board of County Commissioners) - for the Partial Distribution of Sales Tax Funds for IT Core Upgrade; Network Equipment Switching System Upgrades
- L. [Resolution](#) - (Board of County Commissioners) - CONSIDER AND TAKE ACTION ON A RESOLUTION APPROVING THE INCURRING OF INDEBTEDNESS BY THE TULSA COUNTY INDUSTRIAL AUTHORITY (THE "AUTHORITY") ISSUING ITS LEASE REVENUE NOTE, SERIES 2018 (TULSA TECHNOLOGY CENTER SCHOOL DISTRICT) (THE "NOTE"); AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; AND CONTAINING OTHER PROVISIONS RELATING THERETO
- M. [Resolution](#) - (CC Health) - to Designate Reggie Ivey as Requesting Officer
- N. Resolutions - (Engineers) - Authorizing the District Attorney to Institute Eminent Domain Proceedings for the Acquisition of Right-of-Way Necessary for the Proper Construction of the Roads and Highways:
 - 1. [Intersection Improvements at 116th Street North and North 129th East Avenue](#), According to Plans Designated as Grading, Surfacing, Drainage & Traffic Signals E. 116th ST. N. & N. 129th E. Ave., ODOT Job Piece 30703(04)
 - 2. [Intersection Improvements at 101st Street South and Garnett Road](#), According to Plans Designated as Roadway Improvements South Garnett Road between East 101st St S. to East 91st St. S., and designated as County Project 49.0-24.0
- O. [Resolution](#) - (Tulsa Metropolitan Area Planning Commission) - to Amend the Tulsa Metropolitan Major Street and Highway Plan, a Part of the Comprehensive Plan for the Tulsa Metropolitan Area
- P. **Agreements:**
 - 1. INCOG - [Department of Housing and Urban Development](#) - for FY2018 CDBG Urban County Program Funds

2. INCOG - [Department of Housing and Urban Development](#) - for FY2018 HOME Program Grants Funds
 3. Juvenile Bureau - [Bryan County](#) - for Temporary Custody of Juveniles for FY 2018-2019
 4. Juvenile Bureau - [Logan County](#) - for Temporary Custody of Juveniles for FY 2018-2019
 5. Parks - [City of Glenpool and Lance and Michelle Cole - for Use of Glenpool Soccer Complex Concession Facility](#)
 6. Sheriff - [MorphoTrak, LLC](#) - for Maintenance and Support on LiveScan
- Q. Agreement Renewals:
1. Employees' Retirement System of Tulsa County - [Barrow, Hanley, Mewhinney & Strauss, LLC](#)
 2. Purchasing - [ImageNet Consulting, LLC](#)
- R. Request to Advertise for Bids:
1. TC Departments - [Paperstock for Printing](#)
 2. TC Departments - [Temporary Labor](#)
 3. TC Departments - [Trash Can Liners](#)
 4. TC Departments and Tulsa County Public Facilities Authority (Fairgrounds) - [Food Service Requirements](#)
- Bids #1-3 to be received by 4:00 p.m. on 9/14/18 and to open on 9/17/18 at 9:30 a.m.
Bid #4 to be received by 4:00 p.m. on 9/21/18 and to open on 9/24/18 at 9:30 a.m.
- S. Inventory Resolutions:
1. [Highways](#)
 2. [Sheriff](#)
- T. Sole Sources:
1. CC Health - [Hach Company](#)
 2. CC Health - [IDEXX Laboratories, Inc.](#)
 3. CC Health - [Teledyne Leeman Labs](#)
 4. CC Health - [Thermo Fisher Scientific/Thermo Electron North America, LLC](#)
 5. Court Services - [Journal Technologies, Inc.](#)
 6. Election Board - [Inclusion Solutions](#)
 7. Parks - [LDF Sales and Distributing, Inc.](#)
- U. [Utility Permits](#) - (Engineers) - Washington County RWD #3 - **(3)**
- V. Travel/Training:
1. [Board of County Commissioners](#) - **(2)**
 2. [Highways](#) - **(2)**
 3. [OSU Extension](#)
- W. [Personnel Actions](#):
1. Administrative Services
 2. Board of County Commissioners
 3. Building Operations
 4. Election Board
 5. Engineers
 6. Highways
 7. Human Resources
 8. Inspections
 9. IT
 10. Parks
 11. Social Services
- X. Juvenile Bureau Documents to Accept & File:
1. [Personnel Actions](#)
 2. [Travel/Training](#)

Y. CC Health Documents to Accept & File:

1. Agreements:
 - a. AVAYA (a/k/a ArrowS3-Shared Solutions & Services)
 - b. TargetSolutions Learning, LLC (f/k/a PSTN)
 - c. Black Economic Expo
 - d. Stericycle, Inc.
 - e. G4S Secure Solutions, Inc.
 - f. American Document Shredding
 - g. Tulsa Radiology Associates, Inc.
 - h. Woodland Hills Mall, LLC
2. Personnel Actions
3. Travel/Training

Z. Claims to be Disallowed (payments cancelled as of 8/13-17/18)

AA. Claims (payments for bills to be paid 8/6-10/18)

BB. Blanket Purchase Orders & Emergency Purchase Orders Submitted from 8/13-17/18

VI. ANNOUNCEMENTS

County Events and Status Updates for Comment and Discussion from: Administrative Services, Building Operations, Court Services, Election Board, Fiscal Officer, Human Resources, Information Technology, Parks, Purchasing, Social Services, Engineering, Highways, Inspections, Sheriff, Assessor, County Clerk, Court Clerk, Treasurer, District Attorney, Presiding Judge, Juvenile Justice, Expo Square, INCOG, Tulsa Area Emergency Management Agency, OSU Extension, CC Library, CC Health Department, River Parks Authority, Board of County Commissioners Chief Deputies, Director of Governmental Affairs

VII. ADJOURN



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: USER AGREEMENT: MORRIS PARK BASEBALL FIELDS

DATE: APRIL 1, 2019

BACKGROUND:

This item is for Council consideration and action regarding the review and approval of a proposed User Agreement between the City of Glenpool (Owner) and the Glenpool Baseball League (User) that incorporates several comments and requests Staff received from the Council at the March 18th City Council meeting. Such Users Agreement provides the terms and conditions to be agreed to for the use of the Morris Park baseball fields by the User from January 1st 2019 thru June 30th 2019 as the initial term of the Agreement. Such initial term will be subject to a negotiated renewal for succeeding terms that are required to be approved by the City Council on an annual basis unless either party provides a 60-day written notice otherwise. It should be noted that under the terms of the Agreement, the User is authorized to arrange for and allow the use of the concession facility within the ballfield portion of the park for the benefit of third parties to the Agreement - provided that the User assumes all liability for doing so.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute same on behalf of the City of Glenpool (Owner)

Attachments:

- Proposed User Agreement with Glenpool Baseball League.
- Insurance coverage certificate

City of Glenpool
Morris Park User Agreement with Glenpool Baseball League
January 1, 2019, through June 30, 2019
[Renewal Term(s) Optional, subject to future negotiation]

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

1. Background and Purpose

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

2. Definition of Premises and Ownership

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

All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings

(except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "**Premises**").

- B. The concession building is owned by the City. However, contents of the concession building, more specifically: freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season or upon expiration, whichever occurs sooner. City will otherwise direct User to remove such items of personal property only upon termination of this Agreement or for other good cause. The 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, in accordance with section 9.B. of this Agreement, but in no case shall the City or the User allow any third party to operate the concession facility.
- C. The office/storage building immediately north of the concession building is owned by the User.
- D. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of, and each box exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from January 1, 2019, through June 30, 2019.
- B. There shall be no automatic renewal. However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from January 1, 2020 through June 30, 2020, or beyond, provided that User shall give notice of its intention to renew or amended the current Agreement by October 31, 2019. The City will not unreasonably refuse to renew or amend the Agreement.
- C. 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 of its bona fide need to use the Premises on a given date and time, User shall have priority over the general public or any other user.

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

4. **Scope of License Granted**

- A. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.
- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by invited affiliated users (*i.e.*, other teams, leagues or Sport-related organizations, "**Affiliated Users**"). User shall not allow the Premises to be used as home field or for practice by any teams outside the league service area without the approval of the Community Development Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.

- D. The Community Development Department will issue to User's President, Vice President or staff members, 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. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records are provided to City as part of User's reporting requirement provided in this Agreement.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the 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. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.
- C. Any User Fee collected pursuant to this Agreement will be non-refundable and shall not be applied to any renewal of this Agreement.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the “**Personal Property**”), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, 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. Stocking, cleaning and general upkeep of the concession area.
- v. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
- vi. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
- vii. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
- viii. Maintenance of all storage sheds owned by User.
- ix. General cleanliness and upkeep of any facilities used on the Premises.
- x. All 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. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.
- xiv. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community Development

Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.

- xv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
 - xvi. Optional - In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.
- B. City. The City shall be responsible for:
- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
 - Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, concession/bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;
 - All fences, backstops and related structures to ensure public safety; • Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - Turn off and winterize water and related systems following the agreed upon close of Sport playing season(s);
 - Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
 - ii. Scheduled maintenance to be performed by the City shall be as follows:
 - Mowing: 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;
 - Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots, and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule.
 - Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. City will assume all costs for: the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

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

9. Concessions

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to said operations.
- B. User may, 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 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 and subject to disclosure in the financial disclosure report required by section 10.B. (To the extent that User claims

exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)

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

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by January 1 and an end-of-season financial report on July 30 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

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

12. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in 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 Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the

future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

- E. 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 under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- F. Events within the scope of this provision include without limitation:
 - i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the 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 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 during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, 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 thirty (30) days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.

- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

16. Miscellaneous

A. Choice of law and venue

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

B. Compliance with all federal, state, local laws

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

C. Non-discrimination provision

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

D. Notice provision

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

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind 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
- 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 Lee 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 ____ day of _____ 20__ 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:

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2018

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 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 : NEW HAMPSHIRE INS. CO. INSURER B : ARCH INS. CO. INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC #
INSURED GLENPOOL YOUTH BASEBALL 14554 S. JUSTIN GLENPOOL, OK 74033 Attn: MANDY EARP		

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 INSD	SUBR WVD	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 ☐ PRO-JECT ☐ LOC OTHER:			46026250-01	03/01/2018	03/01/2019	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 S.A.M. \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						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			11SPR8311101	03/01/2018	03/01/2019	Limit: \$100,000 Deductible: \$250

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

MASTER CERTIFICATE

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER**CANCELLATION**

GLENPOOL YOUTH BASEBALL 14554 S. JUSTIN 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 (2014/01)

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MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: BLACK GOLD PARK CONCESSION OPERATIONS
USERS AGREEMENT RENEWAL

DATE: APRIL 1, 2019

BACKGROUND:

This item is for Council consideration and action regarding the review and approval of a proposed User Agreement Renewal between the City of Glenpool (Owner) and the Lance and Michelle Cole (Users) - DBA Koneheadz. This proposed renewal is to be under the same terms and conditions as the previous Users Agreement covering the use and operation of the concession facility located in Black Gold Park during the 2019 season. The Coles have agreed to the renewal terms and conditions and have supplied copies of their current insurance coverage as a listed condition within the Agreement. If approved, the term of the renewal agreement shall be a full one year agreement running from January 1, 2019 through December 31, 2019.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute same on behalf of the City of Glenpool (Owner)

Attachments:

- Proposed User Agreement.
- Insurance coverage certificate

**Lease Agreement: City of Glenpool/Black Gold Park Concession Facility/City
Lance & Michelle Cole/User**

LEASE AGREEMENT

This Agreement ("**Agreement**") is made and entered into, and shall be deemed effective, as of the date executed by all undersigned parties, City being the City of Glenpool, a municipal corporation, ("**City**") and User being Lance and Michelle Cole and **Lance and Michelle Cole**, of Berryhill, Oklahoma, as sole proprietors and doing business as "Koneheadz", (individually or together, the "**User**").

A. City is the owner of certain real property commonly described as **Black Gold Park**, located in the City of Glenpool, County of Tulsa, State of Oklahoma and more particularly the concession stand located on Black Gold Park at 305 W. 144th Street, Glenpool, OK 74033 (the "**Premises**").

B. User desires to lease the Premises, subject to terms and conditions set forth below, for the primary purpose of making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park.

C. For valuable consideration recited in this Agreement, the receipt and sufficiency of which are hereby acknowledged, City and User agree as follows:

Section 1. Basic Information: In addition to any terms that may be defined elsewhere in this Agreement, the following terms have the following meaning:

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) City: City of Glenpool
- c) City's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lburrow@cityofglenpool.com
- d) User: Lance and Michelle Cole
- e) User's Address for Notice Purposes: 13419 South 19th Street, Bixby, Oklahoma 74008
Telephone: 918 519 3729 (Lance) 918 519 2234 (Michelle)
Email: lance@millertrucklines.com
- f) Effective Date: Date Agreement is approved and executed by both City and User, as noted below

- g) Commencement Date of Lease: January 1, 2019
- h) Expiration Date: December 31, 2019, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of lease this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

Section 2. Right of Entry; Purpose. User shall have the unrestricted right to enter the Premises during the Term of the Lease for the purposes of:

- a) Offering for sale shaved ice products, chips, sodas and sundry small packaged food items;
- b) Producing and offering for safe the products of a hot dog machine, nacho maker, popcorn popper, ice machine and soft drink dispenser;
- c) Utilizing the functions of an on-site refrigerator, sink and such other equipment, machinery or fixtures commonly and reasonably understood to be consistent with the operation of a concession stand and with offering for sale to the public snack food items and soft drinks;
- d) Maintaining the cleanliness and ensuring the operating order of all fixtures in the adjacent restrooms, provided that City shall be responsible for all capital repairs; and
- e) Upkeep of adjacent grounds, to include the removal of alt litter generated by operation of the Premises, in the parking lot and grassy areas, provided that the City shall be responsible for maintaining the surface and striping of the parking lot.

Items (a) through (e) shall be referred to collectively as “**Operations.**”

Section 3. Rent. City shall waive the payment of monetary rental payments, in exchange for the following in-kind services:

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:

DAY[S] OF WEEK AND HOURS: All days of the week from 9:00 AM to 9:00 PM

- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that City shall be responsible for all capital repairs;

- c) User shall be responsible to provide all standard restroom supplies, such as paper products and soap, and City shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

Section 4. Other Obligations of User. It shall be the duty of the User to:

- a) Maintain the concession stand within the standards of all applicable health and safety codes, whether city, county, state or federal.
- b) Obtain and maintain in good standing all applicable business licenses, food handler permits, sales tax registration and any other lawfully required conditions of operation, whether city, county or state.
- c) Maintain the operating hours set forth in section 3 of this Agreement, provided that User may, upon notice to the City, amend such operating hours in ways that are consistent with the season, academic year and other conditions affecting volume of sales, provided that such hours shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. on any date, unless User requests and City grants special exception for designated events.
- d) Conform all signage to the City of Glenpool Zoning Code, Sign Ordinance, provided that no signage shall be installed in a way that would cause damage to any surface if removed.
- e) Hold City harmless for any claims, liabilities or damages attributable directly to Operations of the User, as described in section 2 above.

Section 5. Obligations of City. It shall be the duty of the City to:

- a) Perform all mowing, snow removal and other similar grounds maintenance of the Premises.
- b) Provide all capital repairs and upgrades, and install any permanent fixtures.
- c) Provide water and electric utilities without cost to the User.
- d) Provide police protection of the Premises and surrounding areas, to include in particular the skateboard arena.
- e) Hold User harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the City or of park patrons to the extent that User is without fault.

Section 6. Insurance, Indemnification and Release of Claims

- a) Prior Submission of Insurance Compliance. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person to commence work or engage in any Operations under this Agreement.

- b) Scope. Events within the scope of this provision include without limitation:
- Failure by User to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to City.
- c) Minimum Amounts. User shall obtain and maintain insurance in no less than the following amounts and in terms no 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; and
- Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma, to the extent required.
- d) City as Additional Insured. User shall include the City of Glenpool, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- e) Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days' prior written notification. The insurer 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.
- f) 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 employees, guests, invitees, representatives, officers, agents, or 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 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.
- g) Defense Against Liability Claims. 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 City, User shall defend the same at its sole cost and expense; *provided that*, 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 City or any of its officers, agents, and employees, or jointly against City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

- h) Limitation of Liability. User acknowledges and agrees that it shall be responsible for any damages occurring to the demised Premises that are directly attributable to deliberate or negligent acts of User or any of its employees, or by the general public during User's hours or operation. User shall not be responsible for damages or vandalism occurring while User is not using the Premises or attributable to the acts of persons beyond User's power to control.

Section 7. Option to Renew. City and User shall have the option, but not the obligation, to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 8. City's Right of Access. City shall have an unrestricted right to enter the Premises at its sole discretion, provided that City shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of User's Operations.

Section 9. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

- a) On thirty days' written notice by either party;
- b) On default of any covenant or term hereof by either party;
- c) Immediately upon notice by City if User does not obtain or maintain any license, permit or other governmental approval necessary to its Operations;
- d) If the Premises are or become unusable for the intended purpose of operating User's business, without fault of either party; e) Expiration of the current term.

No later than thirty days after the termination of this Agreement, User will remove its personal property and fixtures and restore the Premises to their condition as of the Effective Date, reasonable wear and tear excepted.

Section 10. Damage. If any portion of the Premises necessary for User's Operations is damaged during the Term of this Lease, other than by causes attributable to User, City will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in City's reasonable judgment, more than thirty days to repair, then User may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

- a) Of Lease. City shall not lease, license or otherwise enter into any agreement with any party other than User for the use or occupancy of the Premises during the Term of this Agreement.
- b) Of Shaved Ice Sales. City hereby grants an exclusive license to sell shaved ice snow cones in Black Gold Park during the Term of this Agreement; provided that, such exclusivity shall not limit the right of other vendors to sell shaved ice snow cones during events directly sponsored by either of the City of Glenpool or the Glenpool Chamber of Commerce.

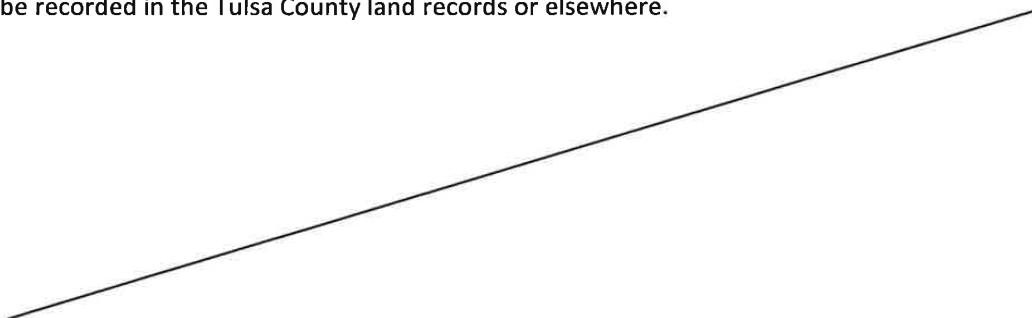
Section 12. Utilities. City will provide, at no cost to User, all utilities required by User's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. User shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the City.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between City and User and no other agreements, promises, or understandings shall or will be binding on either City or User. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 15. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 16. Recording Not Required. City and User agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.



IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals on the day and year below written, the latter of which being the Effective Date.

CITY: City of Glenpool

Timothy Lee Fox, Mayor

Date

Attest:

Wendy Knight, City Clerk

Date

Approved as to Form:

Lowell Peterson, City Attorney

Date

USER: Business Name "Koneheadz"

Lance Cole, Co-Proprietor

Date

Michelle Cole, Co-Proprietor

Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this the ____ day of _____, 2019, personally appeared before me Lance Cole and Michelle Cole, to me known, jointly, to be the User described in, and who executed, the foregoing Lease

Agreement, and each acknowledged that he/she is duly authorized to sign such Lease Agreement and that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and seal

Notary Public

My commission expires:

Attachments:

- Insurance certificate in compliance with Section 6 of this Lease Agreement
- Copies of all required food handler permits



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2019

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 State Farm  Steve Krokstrom 8701 S Garnett Ste B Broken Arrow, OK 74012		CONTACT NAME: PHONE (A/C, No, Ext): 918-250-2616 FAX (A/C, No): 918-250-8067 E-MAIL ADDRESS:		
INSURED Michelle Cole dba Kone Heads 13419 S 19th St Bixby, OK 74008		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Farm Fire and Casualty Company		25143
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
a	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			96-CB-N383-2	05/02/2018	05/02/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	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) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ 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	96CBZ8270	06/12/2018	06/12/2019	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

985 E 141st St Glenpool, OK 74033
95 W 145th St S Glenpool, OK 74033

CERTIFICATE HOLDER

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 (2016/03)

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1001486 132849.12 03-16-2016

**Lease Agreement: City of Glenpool/Black Gold Park Concession Facility/City
Lance & Michelle Cole/User**

LEASE AGREEMENT

This Agreement ("**Agreement**") is made and entered into, and shall be deemed effective, as of the date executed by all undersigned parties, City being the City of Glenpool, a municipal corporation, ("**City**") and User being Lance and Michelle Cole and **Lance and Michelle Cole**, of Berryhill, Oklahoma, as sole proprietors and doing business as "Koneheadz", (individually or together, the "**User**").

A. City is the owner of certain real property commonly described as **Black Gold Park**, located in the City of Glenpool, County of Tulsa, State of Oklahoma and more particularly the concession stand located on Black Gold Park at 305 W. 144th Street, Glenpool, OK 74033 (the "**Premises**").

B. User desires to lease the Premises, subject to terms and conditions set forth below, for the primary purpose of making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park.

C. For valuable consideration recited in this Agreement, the receipt and sufficiency of which are hereby acknowledged, City and User agree as follows:

Section 1. Basic Information: In addition to any terms that may be defined elsewhere in this Agreement, the following terms have the following meaning:

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) City: City of Glenpool
- c) City's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lburrow@cityofglenpool.com
- d) User: Lance and Michelle Cole
- e) User's Address for Notice Purposes: 13419 South 19th Street, Bixby, Oklahoma 74008
Telephone: 918 519 3729 (Lance) 918 519 2234 (Michelle)
Email: lance@millertrucklines.com
- f) Effective Date: Date Agreement is approved and executed by both City and User, as noted below

- g) Commencement Date of Lease: January 1, 2019
- h) Expiration Date: December 31, 2019, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of lease this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

Section 2. Right of Entry; Purpose. User shall have the unrestricted right to enter the Premises during the Term of the Lease for the purposes of:

- a) Offering for sale shaved ice products, chips, sodas and sundry small packaged food items;
- b) Producing and offering for sale the products of a hot dog machine, nacho maker, popcorn popper, ice machine and soft drink dispenser;
- c) Utilizing the functions of an on-site refrigerator, sink and such other equipment, machinery or fixtures commonly and reasonably understood to be consistent with the operation of a concession stand and with offering for sale to the public snack food items and soft drinks;
- d) Maintaining the cleanliness and ensuring the operating order of all fixtures in the adjacent restrooms, provided that City shall be responsible for all capital repairs; and
- e) Upkeep of adjacent grounds, to include the removal of all litter generated by operation of the Premises, in the parking lot and grassy areas, provided that the City shall be responsible for maintaining the surface and striping of the parking lot.

Items (a) through (e) shall be referred to collectively as “**Operations.**”

Section 3. Rent. City shall waive the payment of monetary rental payments, in exchange for the following in-kind services:

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:

DAY[] OF WEEK AND HOURS: All days of the week from 9:00 AM to 9:00 PM

- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that City shall be responsible for all capital repairs;

- c) User shall be responsible to provide all standard restroom supplies, such as paper products and soap, and City shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

Section 4. Other Obligations of User. It shall be the duty of the User to:

- a) Maintain the concession stand within the standards of all applicable health and safety codes, whether city, county, state or federal.
- b) Obtain and maintain in good standing all applicable business licenses, food handler permits, sales tax registration and any other lawfully required conditions of operation, whether city, county or state.
- c) Maintain the operating hours set forth in section 3 of this Agreement, provided that User may, upon notice to the City, amend such operating hours in ways that are consistent with the season, academic year and other conditions affecting volume of sales, provided that such hours shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. on any date, unless User requests and City grants special exception for designated events.
- d) Conform all signage to the City of Glenpool Zoning Code, Sign Ordinance, provided that no signage shall be installed in a way that would cause damage to any surface if removed.
- e) Hold City harmless for any claims, liabilities or damages attributable directly to Operations of the User, as described in section 2 above.

Section 5. Obligations of City. It shall be the duty of the City to:

- a) Perform all mowing, snow removal and other similar grounds maintenance of the Premises.
- b) Provide all capital repairs and upgrades, and install any permanent fixtures.
- c) Provide water and electric utilities without cost to the User.
- d) Provide police protection of the Premises and surrounding areas, to include in particular the skateboard arena.
- e) Hold User harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the City or of park patrons to the extent that User is without fault.

Section 6. Insurance, Indemnification and Release of Claims

- a) Prior Submission of Insurance Compliance. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person to commence work or engage in any Operations under this Agreement.

- b) Scope. Events within the scope of this provision include without limitation:
- Failure by User to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to City.
- c) Minimum Amounts. User shall obtain and maintain insurance in no less than the following amounts and in terms no 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; and
- Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma, to the extent required.
- d) City as Additional Insured. User shall include the City of Glenpool, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- e) Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days' prior written notification. The insurer 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.
- f) 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 employees, guests, invitees, representatives, officers, agents, or 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 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.
- g) Defense Against Liability Claims. 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 City, User shall defend the same at its sole cost and expense; *provided that*, 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 City or any of its officers, agents, and employees, or jointly against City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

- h) Limitation of Liability. User acknowledges and agrees that it shall be responsible for any damages occurring to the demised Premises that are directly attributable to deliberate or negligent acts of User or any of its employees, or by the general public during User's hours of operation. User shall not be responsible for damages or vandalism occurring while User is not using the Premises or attributable to the acts of persons beyond User's power to control.

Section 7. Option to Renew. City and User shall have the option, but not the obligation, to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 8. City's Right of Access. City shall have an unrestricted right to enter the Premises at its sole discretion, provided that City shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of User's Operations.

Section 9. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

- a) On thirty days' written notice by either party;
- b) On default of any covenant or term hereof by either party;
- c) Immediately upon notice by City if User does not obtain or maintain any license, permit or other governmental approval necessary to its Operations;
- d) If the Premises are or become unusable for the intended purpose of operating User's business, without fault of either party; e) Expiration of the current term.

No later than thirty days after the termination of this Agreement, User will remove its personal property and fixtures and restore the Premises to their condition as of the Effective Date, reasonable wear and tear excepted.

Section 10. Damage. If any portion of the Premises necessary for User's Operations is damaged during the Term of this Lease, other than by causes attributable to User, City will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in City's reasonable judgment, more than thirty days to repair, then User may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

- a) Of Lease. City shall not lease, license or otherwise enter into any agreement with any party other than User for the use or occupancy of the Premises during the Term of this Agreement.
- b) Of Shaved Ice Sales. City hereby grants an exclusive license to sell shaved ice snow cones in Black Gold Park during the Term of this Agreement; provided that, such exclusivity shall not limit the right of other vendors to sell shaved ice snow cones during events directly sponsored by either of the City of Glenpool or the Glenpool Chamber of Commerce.

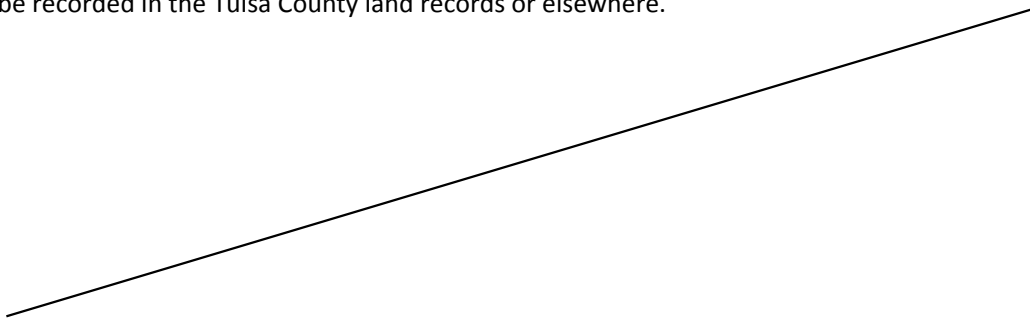
Section 12. Utilities. City will provide, at no cost to User, all utilities required by User's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. User shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the City.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between City and User and no other agreements, promises, or understandings shall or will be binding on either City or User. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 15. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 16. Recording Not Required. City and User agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.



IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals on the day and year below written, the latter of which being the Effective Date.

CITY: City of Glenpool

Timothy Lee Fox, Mayor

Date

Attest:

Wendy Knight, City Clerk

Date

Approved as to Form:

Lowell Peterson, City Attorney

Date

USER: Business Name "Koneheadz"

Lance Cole, Co-Proprietor

Date

Michelle Cole, Co-Proprietor

Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this the _____ day of _____, 2019, personally appeared before me Lance Cole and Michelle Cole, to me known, jointly, to be the User described in, and who executed, the foregoing Lease

Agreement, and each acknowledged that he/she is duly authorized to sign such Lease Agreement and that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and seal

Notary Public

My commission expires:

Attachments:

- Insurance certificate in compliance with Section 6 of this Lease Agreement
- Copies of all required food handler permits



Staff Report

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: April 1, 2019
Subject: Renewal of 5-Year Term of AT&T Multi-Service Agreement between INCOG, Regional 9-1-1 Board, as "Customer," and AT&T Corporation

Background:

INCOG and its member jurisdictions entered into an Interlocal Agreement that was adopted and approved by the Attorney General on June 19, 2006, thereby creating the "Regional 9-1-1 Board" which, under the Oklahoma 9-1-1 Management Act in Title 63 of the Oklahoma Statutes, has been designated as the Regional 9-1-1 Board for administration of the 9-1-1 Master Service Agreement.

Under the Master Service Agreement, AT&T Oklahoma provides equipment and related 9-1-1 emergency call services for Board Members. AT&T has been providing these services, to include 911 Mapping Functionality, reporting requirements, security software and features, system monitoring and maintenance, virus protection, disaster recovery, back up and restoral, training, project management, system design and integration, vendor support, and on-line and on-site support, in successive 5-year renewals.

All Members share, proportionally to population, in 9-1-1 related costs for services and equipment provided by AT&T, including equipment, database, end office trunks, selective routing, Phase II and other charges related to the network. The Regional Board, by acting collectively for its Members, is able to secure substantial savings compared to what it would otherwise cost individual Members to negotiate individual agreements with AT&T.

The purpose of the proposed, attached AT&T Multi-Service Agreement is to renew participation in the Master Service Agreement for five years. Although it would involve the expense of dealing with AT&T individually, the City can choose to withdraw from the Agreement at any time it chooses.

Staff Recommendation:

Staff recommends that the Council approve the attached AT&T Multi-Service Agreement for the purposes stated. It requires only approval by the Council. The Regional Board is designated as Customer for the purpose of execution.

Attachment:

- AT&T Multi-Service Agreement

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4611

Mayor Timothy Lee Fox • Vice-Mayor Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson • City Clerk Susan White • City Attorney Lowell Peterson

www.glenpoolonline.com



AT&T MA Reference No.

AT&T MULTI-SERVICE AGREEMENT

Customer	AT&T
Regional 9-1-1 Board Street Address: 2 W 2nd St. Ste 800 City: Tulsa State/Province: OK Zip Code: 74103 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Darita Huckabee Title: Legal & Legislative Affairs INCOG Street Address: 2 W 2nd St. Ste 800 City: Tulsa State/Province: OK Zip Code: 74103 Country: USA Telephone: (918) 579-9438 Fax: Email: dhuckabee@incog.org	Street Address: 12851 Manchester Road 1-W-408 City: St. Louis State/Province: MO Zip Code: 63131 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") (each a "Party") is effective when signed by both Parties ("Effective Date").	

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: CustomerBy: _____
(by its authorized representative)_____
(Typed or Printed Name)_____
(Title)_____
(Date)**AGREED: AT&T**By: _____
(by its authorized representative)_____
(Typed or Printed Name)_____
(Title)_____
(Date)

AT&T Multi-Service Agreement

Services: "Service" or "Services" means all products and services (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of

Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as

defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



AT&T MA Reference No. _____

**AT&T HOSTED E 9-1-1 SERVICE
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T ("AT&T")
Regional 9-1-1 Board	Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma
CUSTOMER Address	AT&T Address
Street Address: 2 W 2nd St. Ste 800 City: Tulsa State / Province: OK Country: USA Domestic / Intl / Zip Code: 74103	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
CUSTOMER Contact (for Contract Notices)	AT&T Branch Sales Contact Information ☒ Primary Sales Contact
Name: Darita Huckabee Title: Legal & Legislative Affairs INCOG Telephone: (918) 579-9438 Fax: Email: dhuckabee@incog.org	Name: Todd Karl Street Address: 12851 Manchester Road, Suite 1-W-408 City: St. Louis State / Province: MO Country: USA Domestic / Intl / Zip Code: 63131 Telephone : (314) 450-2520 Email : todd.karl@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Pat Thetford
CUSTOMER Billing Address and Contact	
Street Address: 2 W 2nd St. Ste 800 City: Tulsa State / Province: OK Country: USA Domestic / Intl / Zip Code: 74103 Contact Name: Darita Huckabee Title: Legal & Legislative Affairs INCOG Telephone: (918) 579-9438 Fax: E-mail: dhuckabee@incog.org	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

CUSTOMER	AT&T
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

ATTUID: _____
Public Safety Hosted Pricing ScheduleAT&T and Customer Confidential Information
Page 1 of 5ROME Opportunity ID : _____
Updated: 012815



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

This Pricing Schedule is part of the Agreement between Southwestern Bell Telephone Company, dba AT&T Oklahoma and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma.

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 5 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
- II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs	Monthly Recurring Costs
Bixby	116 W Needles	Bixby	OK	2	\$ 0.00	\$ 2,190.00
Broken Arrow	1101 N 6th St.	Broken Arrow	OK	8	\$ 0.00	\$ 8,760.00
Collinsville	1023 W Center	Collinsville	OK	2	\$ 0.00	\$ 2,190.00
Glenpool	14536 S Elwood Ave	Glenpool	OK	2	\$ 0.00	\$ 2,190.00
Jenks	211 N Elm St	Jenks	OK	2	\$ 0.00	\$ 2,190.00
Owasso	452 S Main St	Owasso	OK	3	\$ 0.00	\$ 3,285.00
NOETA	200 S. Lynn Riggs Blvd	Claremore	OK	7	\$ 0.00	\$ 7,665.00
Sand Springs	100 E Broadway St	Sand Springs	OK	2	\$ 0.00	\$ 2,190.00
Sapulpa	20 N Walnut St	Sapulpa	OK	2	\$ 0.00	\$ 2,190.00
Skiatook	220 S Broadway St	Skiatook	OK	2	\$ 0.00	\$ 2,190.00
Tulsa	801 E. Oklahoma St	Tulsa	OK	32	\$ 0.00	\$ 35,040.00
Tulsa County	801 E. Oklahoma St	Tulsa	OK	2	\$ 0.00	\$ 2,190.00
Total Charges					\$ 0.00	\$ 72,270.00

Payment Terms:

- (1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
- (2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: ☒ Monthly Payments ☐ Annual Payments ☐ Financing: (Name of Leasing Company)

Monthly Price: \$ _____ Annual Price: \$ _____

ATTUID: _____ Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 2 of 5	ROME Opportunity ID : _____ Updated: 091918
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GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.

"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement

"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

"Statement of Work" or "SOW" means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped

directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

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**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) Equipment. The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) Manufacturer's Warranty: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) Further Disclaimer As To Information Provided by Customer. The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Culoover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule,

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any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits

either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

1. Statements of Work e.g. SOW, SCOW, PIG ☐
2. Bill of Materials for Equipment and Services ☐
3. Invoicing Schedule and Payment Terms ☐
4. Implementation Timeline ☐
5. Certificate of Acceptance ☐
6. Other: [] ☐

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STATEMENT OF WORK

Between

INCOG

&

AT&T

For a VESTA – AT&T Hosted 911 System

Prepared by:

Brent Trease

**Technical Sales Consultant II
AT&T Public Safety**



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Statement of Work

Executive Summary

The purpose of this Statement of Work (SOW) is to clarify the responsibilities of AT&T & INCOG, regarding the scope of work, deliverables, and terms and conditions for upgrading the existing Vesta (AT&T) Hosted 911 call taking positions and ancillary equipment for the PSAP's list on **Appendix 1 below**.

Contact Information

(i) Customer Information

Customer Name	INCOG		
Primary PSAP	INCOG		
Contact Position	Contact Name	Contact Number	Cell Number
INCOG	DARITA HUCKABEE	918-579-9438	

(ii) AT&T Information

Position	Contact Name	Contact Number	Cell Number
911 Resolution Center	NA	1-866-AT&T-E911	NA
Acct Mgr	Todd Karl	314-450-2520	
Program Manager	TBD	TBD	
CC			
Technical Sales Consultant II	Brent Trease	918-576-2600	



Scope of Work

Overview

INCOG is a consortium of PSAP's that currently reside on an AT&T Hosted VESTA 9-1-1 Solution serving (13) 9-1-1 Agencies. AT&T upon execution of contract will upgrade the INCOG AT&T Hosted 9-1-1 solution with both a software and hardware refresh.

The AT&T Hosted 9-1-1 Services include:

- Geo-diverse & Geo-redundancy
- 911 and Mapping Functionality
- Robust ACD functionality
- MIS Reporting (ECaTS)
- Interoperability
- Security software and features
- System Health & Monitoring
- Patch Management
- Virus Protection
- Disaster Recovery
- Back Up and Restoral
- Training
- Integration Services
- Project Management
- System Design / Integration Coordination
- Vendor and AT&T Cutover Support
- On-Line & On-Site Support
- Remote Maintenance / Diagnostics



APPENDIX 1

Jurisdiction	Address	Community	Stat	Positions
Bixby	116 W Needles	Bixby	OK	2
Broken Arrow	2302 S. 1st Pl.	Broken Arrow	OK	8
Collinsville	1023 W Center	Collinsville	OK	2
Glenpool	14536 S Elwood Ave	Glenpool	OK	2
Jenks	211 N Elm St	Jenks	OK	2
Owasso	452 S Main St	Owasso	OK	3
Osage County	900 St. Paul Ave.	Pawhuska	OK	3
NOETA	200 S. Lynn Riggs Blvd.	Claremore	OK	7
Sand Springs	PO Box 338	Sand Springs	OK	2
Sapulpa	20 N Walnut St	Sapulpa	OK	2
Skiatook	220 S Broadway St	Skiatook	OK	2
Tulsa	801 E. Oklahoma St.	Tulsa	OK	32
Tulsa County	801 Oklahoma St.	Tulsa	OK	2
TOTAL				70



Assumptions

- A. The customer will provide a secure storage area to hold the 911 equipment during the interim time before the equipment is installed.
- B. The customer will coordinate all necessary installation & training dates with AT&T Project Management.
- C. AT&T, Motorola & ECaTS will perform all necessary installation & testing of the all equipment and associated configuration.
- D. Airbus will provide Vesta Administrative and Agent training to all PSAP personnel on the Vesta - 911 system. ECaTS will provide ECaTS MIS training remotely via Webinar as needed.
- E. After the installation and training is complete, AT&T will be responsible for cleaning up all affected areas and removing any items leftover from the work area.
- F. AT&T will provide all necessary post support contact information to all listed PSAP's.
- G. If one does not already exist, the customer will mount a piece of plywood (approximately 4 ft. by 4 ft) in an agreed upon space, for AT&T to mount/terminate the necessary equipment and 911 circuits.
- H. AT&T will re-use existing Host 911-Ali circuits that will provide 911 ANI / ALI information for landline & wireless 911 calls.
- I. AT&T will re-use existing Host 911-CAMA circuits.
- J. AT&T will provide a UPS backup power source by installing OMNI900 - UPS devices at each of the workstations and a 2Kva UPS in the back room of each PSAP. The UPS's will provide temporary backup power to all provided 911 equipment but, the UPS's are not designed to provide backup power for an extended period of time. The UPS's are only intended to supplement the power for a short time (typically 10 to 15 minutes) during the customer's transition from the loss of commercial A/C power, to a backup power source provided by the customer.



- K. The customer will provide a clean & separate A/C power source to a designated backroom area (located near the area where the 911 circuits are terminated, typically less than 6 feet). To provide for a stable 9-1-1 system back-room power source should be exclusive to the 911 equipment to provide for a more stable 911 platform. A separate quad (4 plug) 20 amp power outlet is preferred to power the UPS and 911 equipment in the back room. An L5-20 twist lock outlet is preferred for the backroom UPS, but not required. A separate (5-15) power source outlet is preferred for the 911 Positions in the dispatch room to keep the 911 equipment separate from other equipment. Those units are a standard 115Vac outlet.
- L. The customer will provide a solid grounding system (according to Industry Electrical specifications) that allows for a separate # 6 grounding termination for the new 911 equipment. Without an industry standard ground 9-1-1 equipment can either malfunction or be damaged by outside power sources.
- M. The existing AVPN & LTE backup networks will be re-used at each PSAP.

Proposed Project Timeline

Contract signed- TBD

Equipment ordered -Upon execution of contract

9-1-1 Installation date - TBD

Project complete date – TBD

Responsibilities of the Parties

AT&T Responsibilities

- AT&T will install the 911 equipment detailed above in the overview section of this Statement of Work and also listed in Appendix 1.
-



- AT&T will coordinate the Motorola & ECaTS training for PSAP employees on the use of the Vesta - 911 answering equipment & the ECaTS MIS platform as needed.
- AT&T will test the 911 equipment and verify that it is properly functioning in the processing of 911 calls in accordance with the Acceptance Criteria details listed below.
- AT&T will provide 3 serial cable handoffs for required customer CAD spills.
- See Assumptions section for additional AT&T responsibilities.

INCOG and member PSAP (Customer) Responsibilities

- Customer will work with AT&T to schedule end-user training associated with the Vesta - 911 answering equipment and the ECaT's MIS as needed.
 - Customer will also coordinate with AT&T on an implementation and go live schedule for the new 911 equipment.
 - Customer will be responsible to report any feature or other system malfunction to AT&T personnel for repair.
- Once acceptance criteria outlined below has been met, customer will sign the acceptance document indicating they agree that the 911 system is in a good operating state for 72 hours after cut day, free of major defects. Example: City of Tulsa cut's live, 72 hours after the cut live date without major defects or issues the PSAP would be considered accepted.
- Customer is responsible to connect and configure any customer provided equipment that requires a CAD spill (AT&T will provide a 6ft serial cable with the CAD spill). It is the responsibility of the customers vendors (CAD / Voice Recorder / Radio, etc..) to terminate the CAD spill to their respective equipment and make any necessary configurations to the non AT&T provided CPE.
- Where applicable Customer is responsible for providing the map data files that will be loaded into the Vesta Map Local software and for keeping the map data updated as new data comes available.

(The customer will provide a solid grounding system that provides AT&T with a #6 ground termination in the equipment room. Failure of equipment due to an inadequate grounding system is the responsibility of the customer and any costs associated with damaged equipment due to an inadequate ground is the responsibility of the customer).



Note: If a local NetClock is provided the customer will be responsible for terminating the NetClock output leads to the customer provided equipment that requires timing input. Customer will be responsible for mounting the Antenna mast and running the cable from the antenna mast to the NetClock (AT&T does not drill through floors/roofs or work on the customers roof to provide for this connection due to safety issues). AT&T will mount and install the NetClock hardware in the customer provided backroom.

See the Assumptions section for other responsibilities.

Maintenance & Warranty Information

The continuing maintenance of the new 911 equipment detailed above will be provided by AT&T to INCOG on an 8a to 5p (Mon-Fri) basis for **non-service** affecting troubles for the agreed upon period of 5 years.

Service affecting (Major/Critical) issues will be dispatched on a priority basis, first technician available. The equipment maintenance & warranty will run for an agreed upon period of 5 years beginning on the go live date of the new Vesta 911 equipment.

Upon the expiration of the maintenance contract, AT&T & INCOG have the option to renew the lease maintenance agreement for an extended period if both parties agree upon an extension period. The replacement parts (for normal wear and tear) are covered during the 5-year agreement and AT&T labor costs are also included in the AT&T Lease Maintenance / Warranty agreement.

Customer damaged equipment will be billed to INCOG at time and material as this type of damage falls outside the coverage/warranty agreement.

The Vendor Software Warranty covers software revisions and upgrades for the 5-year period. Software upgrades that require additional hardware or hardware upgrades are not covered under this agreement.

The customer will report all troubles to the AT&T 911 Service Assurance Center at (1.866.722.3911).



AT&T LAN POLICY

AT&T maintains a strict policy ("PSAP Network Security Policy") that it will install 911 equipment only in a secure PSAP LAN, and only where such LANs are not connected to any other computer network outside of AT&T's control. AT&T will identify the demarcation point for the PSAP LAN, beyond which Customer agrees that AT&T is not responsible. In the event customer connects its PSAP LAN to any other computer network, contrary to AT&T's express PSAP Network Security Policy (which Customer acknowledges it has received and read), and the PSAP LAN is infected or damaged as a result of such actions, then all warranties, and maintenance and service provisions of this Agreement shall be null and void and AT&T disclaims any liability whatsoever relating to any PSAP LAN which Customer or its agents connect to any other computer network contrary to the PSAP Network Security Policy.

Under such circumstances, AT&T will provide repair services for the PSAP LAN at Customer's request, which will be billed on a time and material basis at AT&T's then-prevailing rates. Customer further agrees to indemnify and save AT&T harmless for any damages to or claims by any third party against AT&T which arise in whole or in part from Customer's connection of the 911 equipment and/or services being provided hereunder to any LAN or any other computer network outside of AT&T's control, including without limitation the national CIC.

Strict LAN policy requirements are intended to protect the integrity and security of the provided 911 CPE.



ACCEPTANCE CRITERIA

The installed 911 system will be considered accepted when INCOG / PSAP representatives and AT&T agree that the following criteria have been met:

The installation shall be deemed complete when the 911 equipment is in an operating condition (go live state). The system will have the ability to answer (and Map calls where applicable) live 911 calls free of issues for 72 hours. Minor omissions not materially affecting system functionality shall be noted and shall be promptly remedied by AT&T.

A. RELIABILITY - The quality and reliability of the system has reached a level of stability such that the new 911 system has been cut over and has been in constant use as the primary source of 911 call processing for 72 consecutive hours without malfunctions. Malfunctions shall be defined as any feature, network element, or other problem that affects recording of 911 calls. Malfunctions will be mutually agreed upon between the INCOG and AT&T.

B. FEATURES - The system is providing all features and capabilities per the Scope of Work and associated executed contract.

C. TRANSMISSION LEVELS - The quality and level of transmission will be consistent with published specifications of the system.

D. EQUIPMENT INSTALLATION AND GROUNDING - All wiring, grounding, and interface equipment installation has been completed, and is in accordance with industry standards.

E. TRAINING - The training program for PSAP call takers, supervisors, and system administrators has been satisfactorily completed with INCOG PSAP personnel.

F. DOCUMENTATION - User documentation is completed and on file with the INCOG PSAP personnel.

G. SERVICE CALL PROCEDURES - Procedures have been established and understood by INCOG PSAP personnel for the receipt and dispatch of AT&T service specific technicians.



Customer Acknowledgment

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. The customer understands that any work performed outside of the Statement or work will be deemed billable work. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative listed below.

INDIAN NATIONS COUNCIL
OF GOVERNMENT, OK 9-1-1

AT&T

Signature

Signature

Name *(type/print)*

Todd Karl

Name *(type/print)*

Title *(type/print)*

**Account Sales Executive II – E911
Public Safety – AT&T**

Title *(type/print)*

Date

Date



To: Darita Huckabee, Legal & Legislative Affairs for INCOG, acting as the Customer
Contact for purposes of the attached AT&T Multi-Service Agreement

From: Timothy L. Fox, Mayor of the City of Glenpool

Date: April 1, 2019

Subject: Approval of AT&T Multi-Service Agreement between INCOG, Regional 9-1-1 Board,
as "Customer," and AT&T Corporation

Whereas, The Indian Nations Council of Governments ("INCOG") and its member jurisdictions have entered into an Interlocal Agreement that was adopted and approved by the State of Oklahoma Attorney General on June 19, 2006, thereby creating the "Regional 9-1-1 Board;" and

Whereas, Under the Oklahoma 9-1-1 Management Act in Title 63 of the Oklahoma Statutes, INCOG has been designated as the Regional 9-1-1 Board for administration of the 9-1-1 Master Service Agreement; and

Whereas, Under the Master Service Agreement, AT&T Oklahoma provides equipment and related 9-1-1 emergency call services for Board Members, including 9-1-1 mapping functionality, reporting requirements, security software, system monitoring and maintenance, virus protection, disaster recovery, back up and restoral, training, project management, system design and integration, vendor support, and on-line and on-site support, in successive 5-year renewals; and

Whereas, All Members of the Regional 9-1-1 Board share, proportionally to population, in 9-1-1 related costs for such foregoing equipment and services provided by AT&T; and

Whereas, the Regional Board, by acting collectively for its Members, is able to secure substantial savings compared to what it would otherwise cost individual Members to negotiate individual agreements with AT&T; and

Whereas, The purpose of the AT&T Multi-Service Agreement is to renew participation in the Master Service Agreement for five years; and

Whereas, The City Council, as the governing body of the City of Glenpool, has by unanimous vote of its members sitting in regular session on April 1, 2019, given its approval of the AT&T Multi-Service Agreement enclosed herewith and has authorized me to signify such approval in this writing.

THEREFORE, on this 1st day of April 2019, as Mayor of the City of Glenpool, I hereby signify approval of the AT&T Multi-Service Agreement and direct the Regional 9-1-1 Board to take all such actions as are necessary to effectuate the Agreement on behalf of the City.

Timothy L. Fox, Mayor

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4611
Mayor Timothy Lee Fox • Vice-Mayor Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson • City Clerk Susan White • City Attorney Lowell Peterson
www.glenpoolonline.com



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION
'THE CROSSINGS ADDITION' HOA: WARRIOR ROAD

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land 12.00' in width and approximately 1402.59' in length, located along the west boundary of 'The Crossings at Glenpool: Phase I' subdivision plat - also known as Reserve Area 'E'. This parcel is currently owned by the Crossings Home Owners Association and is configured as illustrated on the attached survey Exhibit "1-A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation project that will involve similar dedications from the Glenpool School District to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road replacement project as a whole.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, OK 74033

**Roadway right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between The Crossing at Glenpool Home Owners Association, an **Oklahoma corporation** herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "**Grantee.**"

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway** purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

"See Attached Exhibit '1A'"

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a **permanent, public right-of-way** for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs,

administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

TO HAVE AND TO HOLD such **Roadway Right-of-Way** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this 12 day of March 2019

Susan Mast

GRANTOR

By: Susan Mast - President
[Printed Name/Title of Authorized Representative]

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the 12 day of March, 2019, personally appeared Susan Mast known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

Gina R. Simmons

Notary Public

My Commission Expires:

2-17-2020



ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____
_____, Mayor

ATTEST:

_____, City Clerk

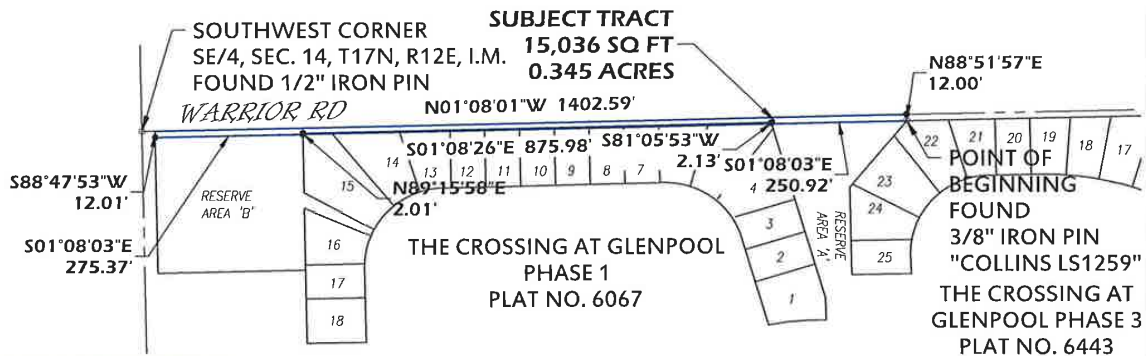
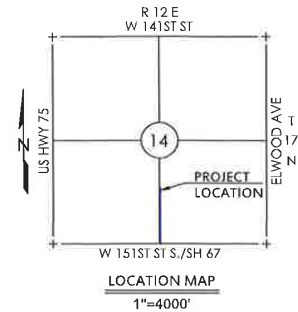
[corporate seal]

APPROVED AS TO FORM:

_____, City Attorney

BASIS OF BEARING
N01°08'03"W
WEST LINE OF THE SE/4
SECTION 14
LAST SITE VISIT:
9/4/18

ATTACHMENT "A" EXHIBIT 1A



LEGAL DESCRIPTION

A tract of land situate within a portion of RESERVES AREA "E" in THE CROSSING AT GLENPOOL PHASE 1, according to the recorded plat thereof, being more particularly described as follows:

BEGINNING at the Northeast corner of said reserve area; thence
S 01° 08' 03" E a distance of 250.92 feet; thence
S 81° 05' 53" W a distance of 2.13 feet; thence
S 01° 08' 26" E a distance of 875.98 feet; thence
N 89° 15' 58" E a distance of 2.01 feet; thence
S 01° 08' 03" E a distance of 275.37 feet; thence
S 88° 47' 53" W a distance of 12.01 feet; thence
N 01° 08' 01" W a distance of 1402.59 feet; thence
N 88° 51' 57" E a distance of 12.00 feet to the POINT OF BEGINNING.

Said tract contains 15,036 Sq Ft or 0.345 Acres, more or less.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGEND

- SET MONUMENT
- FOUND MONUMENT

RIGHT OF WAY LINE

EXISTING PROPERTY LINE

SECTION LINE

NOTE: SET MONUMENTS EITHER 3/8" IRON PINS W/ CAPS STAMPED "CA973" OR MAG NAILS WITH ALUMINUM SHINERS STAMPED "CA973" UNLESS OTHERWISE NOTED

Denver Winchester, PLS 1952



RIGHT OF WAY EXHIBIT



Crafton Tull

SURVEYING
300 Pointe Parkway Blvd
Yukon, OK 73099

405.787.6270 | 405.787.6276 |
www.craftontull.com
CA 973 (PE/LS) Expires 6/30/2020

SECTION 14, T17N, R12E, I.M.
GLENPOOL, TULSA COUNTY, OK

REVISIONS

DRAWN BY: JJ	FIELD QA/QC: JJ	PROJECT #18400300	SCALE: 1" = 300'
CREW CHIEF: RW	DWG QA/QC: DW	DATE: 3/6/2019	SHEET 1 OF 1

© 2019 Crafton, Tull & Associates, Inc.

DRAWING: G:\184003\WARREN, WINCHESTER, GLENPOOL, OKLAHOMA\DWG\GLENPOOL EXHIBIT 1A.DWG
LAST PLOTTED BY: DENVER WINCHESTER, 3/6/2019 9:19:49 AM (PLOTTED BY: VALID ON HARD COPY ONLY)



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION
'THE CROSSINGS ADDITION' HOA: WARRIOR ROAD**

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a second Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land 12.00' in width and approximately 1215.65' in length, located along the west boundary of 'The Crossings at Glenpool: Phase III' subdivision plat - also known as Reserve Area 'D'. This parcel is currently owned by the Crossings Home Owners Association and is configured as illustrated on the attached survey Exhibit "3-A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation project that will involve similar dedications from the Glenpool School District to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road replacement project as a whole.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, OK 74033

**Roadway right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between The Crossing at Glenpool Home Owners Association, an **Oklahoma corporation** herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway** purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

"See Attached Exhibit '3A'"

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a **permanent, public right-of-way** for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs,

administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

TO HAVE AND TO HOLD such **Roadway Right-of-Way** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this 14 day of March 2019

Susan Mast
GRANTOR

By: Susan Mast - President
[Printed Name/Title of Authorized Representative]

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the 14 day of March, 2019, personally appeared Susan Mast known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

Gina R Simmons
Notary Public

My Commission Expires:

2-17-2020



ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____
_____, Mayor

ATTEST:

_____, City Clerk

[corporate seal]

APPROVED AS TO FORM:

_____, City Attorney

Page 162 of 205



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION FROM
GLENPOOL INDEPENDENT SCHOOL DISTRICT NO. 13 FOR
WARRIOR ROAD REHABILITATION PROJECT

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land located along the east boundary of property owned by the Glenpool Independent School District No. 13. This parcel is configured as illustrated on the attached survey Exhibit "2A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation Project in order to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road Replacement Project as a part of the 2016 'Move Glenpool Forward Sales Tax Initiative'.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

**Roadway Right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Independent School Dist No 13, c/o Board of Education, an Oklahoma corporation for public purposes herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

See Attached Exhibit 2A

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its

agents, administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.

TO HAVE AND TO HOLD such Roadway Right-of-Way unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this _____ day of _____, 2019

GRANTOR

Glenpool Independent School District No. 13

By: _____

Printed Name: _____

Title: _____

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the ____ day of _____, 2019, personally appeared _____ known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____

Timothy L. Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

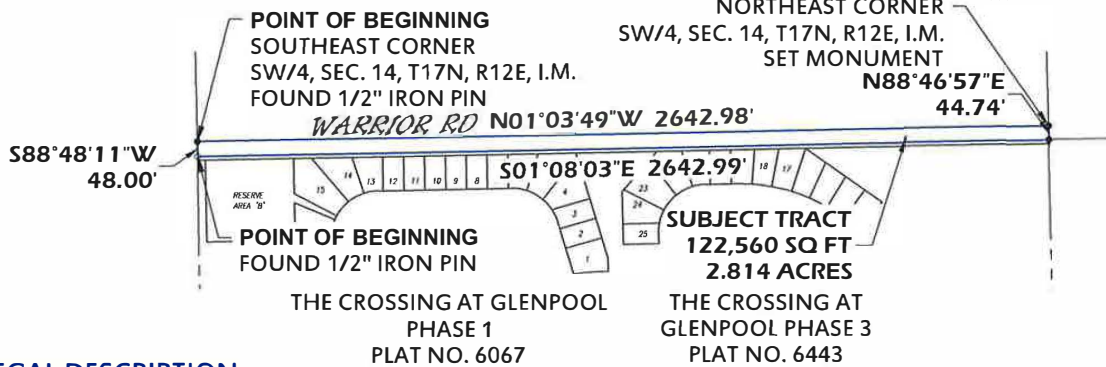
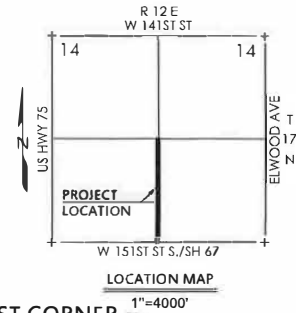
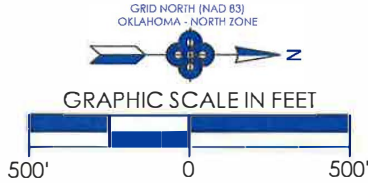
[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

BASIS OF BEARING
N01°08'03"W
WEST LINE OF THE SE/4
SECTION 14
LAST SITE VISIT:
9/4/18

ATTACHMENT "A" EXHIBIT 2A



LEGAL DESCRIPTION

A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Seventeen North (T17N), Range Twelve East (R12E) of the Indian Meridian (I.M.) in Glenpool, Tulsa County, Oklahoma, being more particularly described as follows:

BEGINNING at the Southeast corner of said SW/4; thence
S 88° 48' 11" W along the South line of said SW/4 a distance of 48.00 feet; thence
N 01° 03' 49" W a distance of 2642.98 feet to a point on the North line of said SW/4; thence
N 88° 46' 57" E along said line a distance of 44.74 feet to the Northeast corner of said SW/4; thence
S 01° 08' 03" E along said line a distance of 2642.99 feet to the POINT OF BEGINNING.

Said tract contains 126,560 Sq Ft or 2.814 Acres, more or less.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGEND

- SET MONUMENT
- FOUND MONUMENT

RIGHT OF WAY LINE

EXISTING PROPERTY LINE

SECTION LINE

NOTE: SET MONUMENTS EITHER 3/8" IRON PINS W/ CAPS STAMPED "CA973" OR MAG NAILS WITH ALUMINUM SHINERS STAMPED "CA973" UNLESS OTHERWISE NOTED

Denver Winchester, PLS 1952



RIGHT OF WAY EXHIBIT



Crafton Tull

SURVEYING
300 Pointe Parkway Blvd
Yukon, OK 73099

405.787.6270 | 405.787.6276 |
www.craftontull.com
CA 973 (PE/LS) Expires 6/30/2020

SECTION 14, T17N, R12E, I.M.
GLENPOOL, TULSA COUNTY, OK

REVISIONS

DRAWN BY: JJ

FIELD QA/QC: JJ

PROJECT #18400300

SCALE: 1" = 500'

CREW CHIEF: RW

DWG QA/QC: DW

DATE: 3/6/2019

SHEET 1 OF 1

© 2019 Crafton, Tull & Associates, Inc.

DRAWING: CA1840000, WARRIOR RD/RAILROAD SURVEY, OKLAHOMA, EXHIBIT 2, DWG
LAST DATE: 03/06/2019, 3:02:29 PM, 18.53 AM
DRAWN BY: JJ, CHECKED BY: RW, DATE: 03/06/2019, 3:02:29 PM, 18.53 AM
CREW CHIEF: RW, DATE: 03/06/2019, 3:02:29 PM, 18.53 AM



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION FROM
GLENPOOL INDEPENDENT SCHOOL DISTRICT NO. 13 FOR
WARRIOR ROAD REHABILITATION PROJECT

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land located along the east boundary of property owned by the Glenpool Independent School District No. 13. This parcel is configured as illustrated on the attached survey Exhibit "4A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation Project in order to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road Replacement Project as a part of the 2016 'Move Glenpool Forward Sales Tax Initiative'.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

**Roadway Right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Independent School Dist No 13 C/O Board of Education, an Oklahoma corporation for public purposes herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

See Attached Exhibit 4A

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any. For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its

administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

TO HAVE AND TO HOLD such Roadway Right-of-Way unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this _____ day of _____, 2019

GRANTOR

Glenpool Independent School District No.13

By: _____

Printed Name: _____.

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the ____ day of _____, 2019, personally appeared _____ known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____

Timothy L. Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

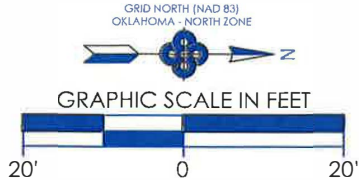
[corporate seal]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

BASIS OF BEARING
N01°08'03"W
WEST LINE OF THE SE/4
SECTION 14
LAST SITE VISIT:
9/4/18

ATTACHMENT "A" EXHIBIT 4A



INDEPENDENT SCHOOL DIST NO 13
C/O BOARD OF EDUCATION
BK:06744 PG:02417

POINT OF BEGINNING
SOUTHWEST CORNER
NE/4, SEC. 14, T17N, R12E, I.M.
SET MONUMENT

S88°46'48"W
15.26'

THE CROSSING AT
GLENPOOL PHASE 3
PLAT NO. 6443

SUBJECT TRACT
501 SQ FT
0.011 ACRES

N01°07'53"W 65.66'

S14°13'04"E 67.38'

INDEPENDENT SCHOOL DIST NO 13
C/O BOARD OF EDUCATION
BK:04906 PG:00014

INDEPENDENT SCHOOL DIST NO 13
C/O BOARD OF EDUCATION
BK:04870 PG:01703

WARRIOR RD

LEGAL DESCRIPTION

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Seventeen North (T17N), Range Twelve East (R12E) of the Indian Meridian (I.M.) in Glenpool, Tulsa County, Oklahoma, being more particularly described as follows:

BEGINNING at the Southwest corner of said NE/4; thence
N 01° 07' 53" W along the West line of said NE/4 a distance of 65.66 feet; thence
S 14° 13' 04" E a distance of 67.38 feet to a point on the South line of said NE/4; thence
S 88° 46' 48" W along said line a distance of 15.26 feet to the POINT OF BEGINNING.

Said tract contains 501 Sq Ft or 0.011 Acres, more or less.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGEND

- SET MONUMENT
- FOUND MONUMENT

RIGHT OF WAY LINE

EXISTING PROPERTY LINE

SECTION LINE

NOTE: SET MONUMENTS EITHER 3/8" IRON PINS W/ CAPS STAMPED "CA973" OR MAG NAILS WITH ALUMINUM SHINERS STAMPED "CA973" UNLESS OTHERWISE NOTED

Denver Winchester, PLS 1952



RIGHT OF WAY EXHIBIT

Crafton Tull			REVISIONS
SURVEYING 300 Pointe Parkway Blvd Yukon, OK 73099 405.787.6270 1 405.787.6276 f www.craftontull.com CA 973 (PE/S) Expires 6/30/2020			
DRAWN BY: JJ	FIELD QA/QC: JJ	PROJECT #18400300	SCALE: 1" = 20'
CREW CHIEF: RW	DWG QA/QC: DW	DATE: 3/6/2019	SHEET 1 OF 1

© 2019 Crafton, Tull & Associates, Inc.

DRAWING CA 18400300 WARRIOR RD RIGHT OF WAY EXHIBIT 4A DENVER WINCHESTER, PLS 1952
THIS DRAWING IS THE PROPERTY OF CRAFTON TULL & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM CRAFTON TULL & ASSOCIATES, INC.
THIS DRAWING IS THE PROPERTY OF CRAFTON TULL & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM CRAFTON TULL & ASSOCIATES, INC.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION FROM
GLENPOOL INDEPENDENT SCHOOL DISTRICT NO. 13 FOR
WARRIOR ROAD REHABILITATION PROJECT

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land located along the east boundary of property owned by the Glenpool Independent School District No. 13. This parcel is configured as illustrated on the attached survey Exhibit "5A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation Project in order to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road Replacement Project as a part of the 2016 'Move Glenpool Forward Sales Tax Initiative'.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

**Roadway Right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Independent School Dist No 13 c/o Board of Education, an Oklahoma corporation herein for public purposes called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

See Attached Exhibit 5A

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs,

agents, administrators, successors and assigns, shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.

TO HAVE AND TO HOLD such Roadway Right-of-Way unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this _____ day of _____, 2019

GRANTOR

Glenpool Independent School District No. 13

By: _____

Printed Name: _____ .

Title: _____ .

STATE OF OKLAHOMA)

COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this the ____ day of _____, 2019, personally appeared _____ known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____

Timothy L. Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

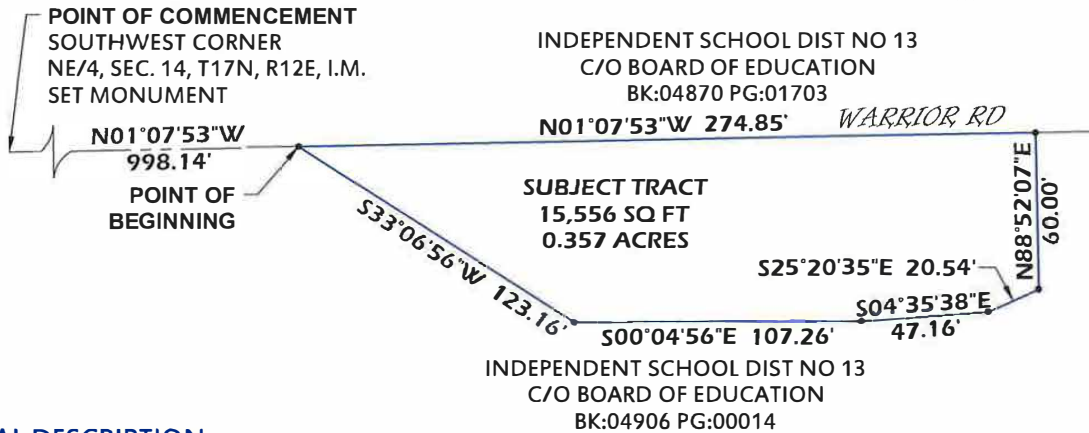
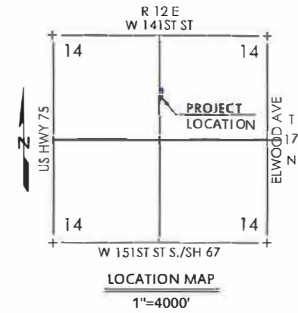
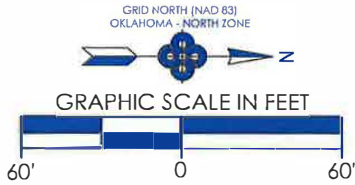
[corporate seal]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

BASIS OF BEARING
N01°08'03"W
WEST LINE OF THE SE/4
SECTION 14
LAST SITE VISIT:
9/4/18

ATTACHMENT "A" EXHIBIT 5A



LEGAL DESCRIPTION

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Seventeen North (T17N), Range Twelve East (R12E) of the Indian Meridian (I.M.) in Glenpool, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said NE/4; thence N 01° 07' 53" E along the West line of said NE/4 a distance of 998.14 feet to the POINT OF BEGINNING; thence continuing N 01° 07' 53" W along said West line a distance of 274.85 feet; thence N 88° 52' 07" E a distance of 60.00 feet; thence S 25° 20' 35" E a distance of 20.54 feet; thence S 04° 35' 38" E a distance of 47.16 feet; thence S 00° 04' 56" E a distance of 107.26 feet; thence S 33° 06' 56" W a distance of 123.16 feet to the POINT OF BEGINNING.

Said tract contains 15,556 Sq Ft or 0.357 Acres, more or less.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGEND

- SET MONUMENT
- FOUND MONUMENT

RIGHT OF WAY LINE

EXISTING PROPERTY LINE

SECTION LINE

NOTE: SET MONUMENTS EITHER 3/8" IRON PINS W/ CAPS STAMPED "CA973" OR MAG NAILS WITH ALUMINUM SHINERS STAMPED "CA973" UNLESS OTHERWISE NOTED

Denver Winchester, PLS 1952



RIGHT OF WAY EXHIBIT

Crafton Tull			REVISIONS
SURVEYING 300 Pointe Parkway Blvd Yukon, OK 73099 405.787.6270 405.787.6276 www.craftontull.com CA 973 (PE/LS) Expires 4/30/2020			
SECTION 14, T17N, R12E, I.M. GLENPOOL, TULSA COUNTY, OK	PROJECT #18400300		SCALE: 1" = 60'
DRAWN BY: JJ	FIELD QA/QC: JJ	DATE: 3/6/2019	SHEET 1 OF 1
CREW CHIEF: RW	DWG QA/QC: DW		

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DRAWING: G:\184000 WARRIOR RD\STRUCTURES\SURVEY\GWS\SHIRTS\RW EXHIBIT 5A.DWG
LAST DATE: 02/27/19 3:41:20 PM
LAST EDITED BY: JJJ
LAST PLOTTED BY: JJJ
PLOT DATE: 03/06/19 10:44:11 AM
PLOT FILE: 184000 WARRIOR RD\STRUCTURES\SURVEY\GWS\SHIRTS\RW EXHIBIT 5A.PLOT



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION FROM
GLENPOOL INDEPENDENT SCHOOL DISTRICT NO. 13 FOR
WARRIOR ROAD REHABILITATION PROJECT

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land located along the east boundary of property owned by the Glenpool Independent School District No. 13. This parcel is configured as illustrated on the attached survey Exhibit "6A". This public street right-of-way dedication is being required to support the Warrior Road Rehabilitation Project in order to accommodate the full removal and replacement of what will be public paving and related improvements for the Warrior Road Replacement Project as a part of the 2016 'Move Glenpool Forward Sales Tax Initiative'.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents for the Warrior Road Replacement Project.

Upon Recording Return To: City of Glenpool
ATTN: City Clerk 12205
S. Yukon Avenue
Glenpool, OK 74033

**Roadway Right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Independent School Dist No 13 c/o Board of Education, an Oklahoma corporation for public purpose herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

See Attached Exhibit 6A

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described are hereby granted the exclusive possession of said above-described premises for the purposes aforesaid. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the above-described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be promptly corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs,

TO HAVE AND TO HOLD such Roadway Right-of-Way unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this _____ day of _____, 2019

GRANTOR
Glenpool Independent School District No. 13

By: _____

Printed Name _____
Title _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the ____ day of _____, 2019, personally appeared _____ known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

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

Date: _____ by: _____
Timothy L. Fox, Mayor

Wendy Knight, City Clerk

[corporate seal]

APPROVED AS TO FORM:

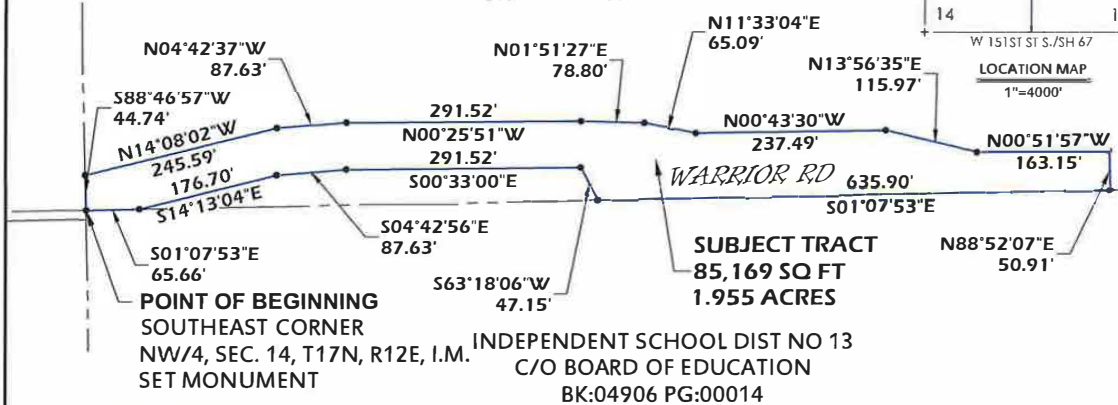
Lowell Peterson, City Attorney

BASIS OF BEARING
N01°08'03"W
WEST LINE OF THE SE/4
SECTION 14
LAST SITE VISIT:
9/4/18

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS
ADOPTED BY THE OKLAHOMA STATE BOARD OF
LICENSURE FOR PROFESSIONAL ENGINEERS AND
LAND SURVEYORS.

ATTACHMENT "A" EXHIBIT 6A

INDEPENDENT SCHOOL DIST NO 13
C/O BOARD OF EDUCATION
BK:04870 PG:01703



LEGAL DESCRIPTION

A tract of land situate within a portion of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Seventeen North (T17N), Range Twelve East (R12E) of the Indian Meridian (I.M.) in Glenpool, Tulsa County, Oklahoma, being more particularly described as follows:

BEGINNING at the Southeast corner of said NW/4; thence
S 88° 46' 57" W along the South line of said NW/4 a distance of 44.74 feet; thence
N 14° 08' 02" W a distance of 245.59 feet; thence
N 04° 42' 37" W a distance of 87.63 feet; thence
N 00° 25' 51" W a distance of 291.52 feet; thence
N 01° 51' 27" E a distance of 78.80 feet; thence
N 11° 33' 04" E a distance of 65.09 feet; thence
N 00° 43' 30" W a distance of 237.49 feet; thence
N 13° 56' 35" E a distance of 115.97 feet; thence
N 00° 51' 57" W a distance of 163.15 feet; thence
N 88° 52' 07" E a distance of 50.91 feet to a point on the East line of said NW/4; thence
S 01° 07' 53" E along said line a distance of 635.90 feet; thence
S 63° 18' 06" W a distance of 47.15 feet; thence
S 00° 33' 00" E a distance of 291.52 feet; thence
S 04° 42' 56" E a distance of 87.63 feet; thence
S 14° 13' 04" E a distance of 176.70 feet to a point on the East line of said NW/4; thence
S 01° 07' 53" E along said line a distance of 65.66 feet to the POINT OF BEGINNING.

Said tract contains 85169 Sq Ft or 1.955 Acres, more or less.

LEGEND

- SET MONUMENT
- FOUND MONUMENT

RIGHT OF WAY LINE

EXISTING PROPERTY LINE

SECTION LINE

NOTE: SET MONUMENTS EITHER 3/8" IRON PINS W/ CAPS STAMPED
"CA973" OR MAG NAILS WITH ALUMINUM SHINERS STAMPED "CA973"
UNLESS OTHERWISE NOTED



[Signature]
Denver Winchester, PLS 1952

RIGHT OF WAY EXHIBIT



Crafton Tull

SURVEYING
300 Pointe Parkway Blvd
Yukon, OK 73099

405.787.6270 | 405.787.6276 |
www.craftontull.com
CA 973 (PE/LS) Expires 6/30/2020

SECTION 14, T17N, R12E, I.M.
GLENPOOL, TULSA COUNTY, OK

REVISIONS

DRAWN BY: JJ

FIELD QA/QC: JJ

PROJECT #18400300

SCALE: 1" = 200'

CREW CHIEF: RW

DWG QA/QC: DW

DATE: 3/6/2019

SHEET 1 OF 1

© 2019 Crafton, Tull & Associates, Inc.

DRAWING: C:\B00000\MARKS\CONCRETE\STRUCTURE\SURVEY\DWG\EXHIBIT 6A.DWG
LAST PLOTTED BY: DENVER WINCHESTER, 3/6/2019 5:19:44 AM PLOTTED BY: VALID ON HARD COPY ONLY



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Roadway Right-of-Way Deed of Dedication involving a certain tract of land 50.00' in width and approximately 361.50' in length, located along the east side of Peoria Avenue - approximately 2,000' south of 151st Street as illustrated on the attached survey exhibit. This public street right-of-way dedication was made a requirement of the lot split application and approval of GLS-233 granted by the Planning Commission on March 11, 2019. The property being dedicated is owned by the lot split applicant and property owner – Barry and Peggy Adams who reside on the property addressed as 15607 South Peoria Ave. The right-of-way in question was required as a normal part of lot split application approvals pertaining to property that abuts arterial section line roadways to accommodate any street or drainage improvements that may become necessary in the future.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the required public Roadway Right-of-Way Deed of Dedication and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, OK 74033

**Roadway Right-of-Way
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Barry and Peggy Adams, husband and wife, herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, P. O. Box 70, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway** purposes and for such additional purposes as are described herein a right-of-way through, over, under and across the following described property, together with all appurtenances thereto:

The West 50 feet of the tract of land being a part of Lot 2 of Section Nineteen (19), Township seventeen (17) North, Range Thirteen (13) East of the I.B.&M., Tulsa County, Oklahoma, described by metes and bounds as follows:

Commencing at the Southwest Corner of Said Lot 2; Thence N 01°06'47" W along the West line of said Lot 2 a distance of 294.55 feet to the Point of Beginning; Thence continuing N 01°06'47" W a distance of 361.50 feet; Thence N 88°53'46" E a distance of 361.50 feet; Thence S 01°06'47" E a distance of 361.50 feet; Thence S 88°53'46" W a distance of 361.50 feet to the Point of Beginning; containing 3.00 acres of land, more or less.

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a **permanent, public right-of-way** for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage.

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.

TO HAVE AND TO HOLD such **Roadway Right-of-Way** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession

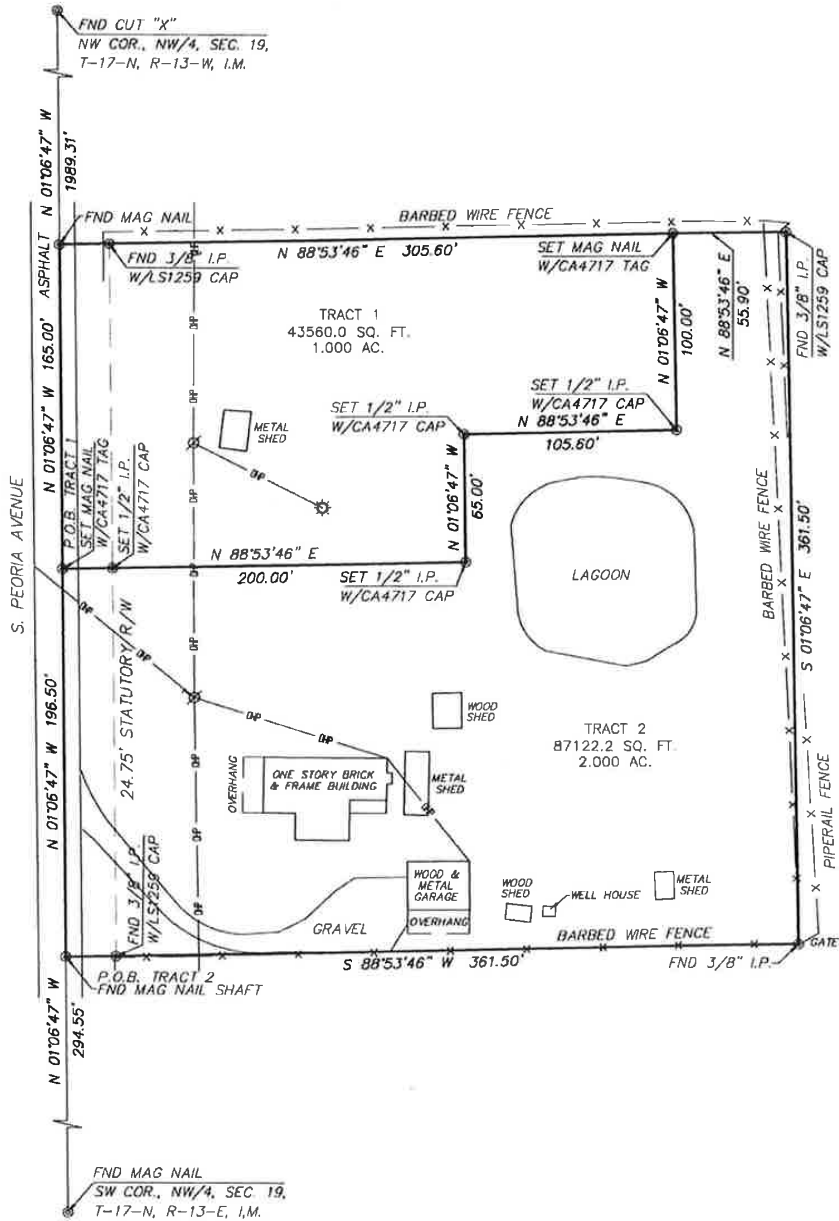
ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

PLAT OF SURVEY



OKLAHOMA SURVEY CO

12509 S. 71ST EAST AVE. BIXBY, OK 74008
(405) 821-5656 CA#4717 EXP. 30 JUNE 2019

BOUNDARY SURVEY
PART OF GOVT. LOT 2,
SECTION 19,
T-17-N, R-13-E, I.M.
TULSA COUNTY, OKLAHOMA

SCALE 1"=60'
DATE: 1/29/2019
SHEET 1 OF 2
PROJECT NO. 3163

PLAT OF SURVEY

LEGAL DESCRIPTION

PARENT TRACT LEGAL DESCRIPTION

A tract of land being a part of Lot 2 of Section Nineteen (19), Township Seventeen (17) North, Range Thirteen (13) East of the I.B.&M., Tulsa County, Oklahoma, described by metes and bounds as follows:

Commencing at the Southwest Corner of Said Lot 2; Thence N 01°06'47" W along the West line of said Lot 2 a distance of 294.55 feet to the Point of Beginning; Thence continuing N 01°06'47" W a distance of 361.50 feet; Thence N 88°53'46" E a distance of 361.50 feet; Thence S 01°06'47" E a distance of 361.50 feet; Thence S 88°53'46" W a distance of 361.50 feet to the Point of Beginning; containing 3.00 acres of land, more or less.

TRACT 1

A tract of land being a part of Government Lot Two (2) of Section Nineteen (19), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot Two (2);
Thence N 01°06'47" W along the West line of said Government Lot Two (2) (Basis of Bearing), a distance of 491.05 feet to the POINT OF BEGINNING;
Thence continuing N 01°06'47" W along the West line of said Government Lot Two (2), a distance of 165.00 feet;
Thence N 88°53'46" E a distance of 305.60 feet;
Thence S 01°06'47" E a distance of 100.00 feet;
Thence S 88°53'46" W a distance of 105.60 feet;
Thence S 01°06'47" E a distance of 65.00 feet;
Thence S 88°53'46" W a distance of 200.00 feet to the POINT OF BEGINNING.

Said tract having an area of 43560.00 Square Feet, 1.000 Acres, more or less.
Legal description prepared by Ryan R. Doudican, R.P.L.S. 1591, 1/29/19.

TRACT 2

A tract of land being a part of Government Lot Two (2) of Section Nineteen (19), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot Two (2);
Thence N 01°06'47" W along the West line of said Government Lot Two (2) (Basis of Bearing), a distance of 294.55 feet to the POINT OF BEGINNING;
Thence continuing N 01°06'47" W along the West line of said Government Lot Two (2), a distance of 196.50 feet;
Thence N 88°53'46" E a distance of 200.00 feet;
Thence N 01°06'47" W a distance of 65.00 feet;
Thence N 88°53'46" E a distance of 105.60 feet;
Thence N 01°06'47" W a distance of 100.00 feet;
Thence N 88°53'46" E a distance of 55.90 feet;
Thence S 01°06'47" E a distance of 361.50 feet;
Thence S 88°53'46" W a distance of 361.50 feet to the POINT OF BEGINNING.

Said tract having an area of 87122.25 Square Feet, 2.000 Acres, more or less.
Legal description prepared by Ryan R. Doudican, R.P.L.S. 1591, 1/29/19.

NOTES

Basis of Bearing: N 01°06'47" W along the West line of Government Lot Two (2), Section 19, T-17-N, R-13-E, I.M.

I, Ryan Doudican, a Registered Professional Land Surveyor, do hereby certify that I, or others under my direct supervision, have made a careful survey of the property shown hereon.

This plat of survey meets the Minimum Technical Standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Date of last site visit - 1/24/2018

Property appears to have access to a public street.

OKLAHOMA SURVEY CO

12509 S. 71ST EAST AVE. BIXBY, OK 74008
(405) 821-5656 CA#4717 EXP. 30 JUNE 2019

BOUNDARY SURVEY
PART OF GOVT. LOT 2,
SECTION 19,
T-17-N, R-13-E, I.M.
TULSA COUNTY, OKLAHOMA

SCALE 1"=60'
DATE: 1/29/2019
SHEET 2 OF 2
PROJECT NO. 3163

STAFF REPORT

TO: GLENPOOL PLANNING COMMISSION
FROM: JAMES-TYLER MCHENDRY AICP, CITY PLANNER
DATE: MARCH 11, 2019
ITEM: GLS NO. 233 (A LOT SPLIT)
APPLICANT: BARRY + PEGGY ADAMS
SITE: 15607 S. PEORIA AVENUE
ZONING: AG – AGRICULTURAL DISTRICT

BACKGROUND

The subject property is a three (3) acre tract of land located on the east side of South Peoria Avenue, just south of 151st Street South; the property is developed with a detached single-family home. The applicant is seeking a lot split resulting in a one (1) acre buildable lot and a two (2) acre lot where the existing home was previously constructed.

ANALYSIS

Resulting proposed tracts meet minimum lot size, lot width, and frontage requirements of Glenpool Zoning Code Ordinance No. 746 (cf. 11-4-2.C and Table 11-4-5) for AG - Agricultural District zoned properties. Per 12.6.1 of the City's subdivision regulations, 50 feet of right-of-way along S. Peoria Ave (a secondary arterial) will be required to be dedicated by the applicant as a condition of lot split approval.

TAC

Dedication of 50 feet of right-of-way along S. Peoria Avenue in accordance with the City's land Subdivision Regulations, for length of tract in its entirety (361.50 linear feet) was discussed, applicant not present.

RECOMMENDATION

Staff recommends approval of GLS No. 233 a lot split creating two (2) tracts of land as illustrated in the applicant's survey of record, subject to the following conditions:

1. Applicant shall submit executed Roadway Right of Way Deed of Dedication for the west 50 feet of entirety of tract upon recording with Tulsa County,
2. Applicant shall submit revised survey for the 15607 S. Peoria Avenue property and warranty deeds (for City stamp) illustrating west 50 feet of both lots as City of Glenpool right-of-way, for signature and submission to Tulsa County.

STAFF EXHIBITS

1. Aerial Map
2. Lot Split Survey
3. Lot Split Application



RECEIVED
DEC 2 2018

BY: *GIS*

LOT SPLIT APPLICATION

FEE: per fee schedule

NOTE: Two copies of a sketch, plat of survey or other type of drawing that will accurately depict the proposed split MUST BE attached to this application.

APPLICATION NO.
STR
RECEIPT NO.

THE FOLLOWING INFORMATION IS TO BE SUPPLIED BY APPLICANT

NAME OF RECORD OWNER <i>Barry + Peggy Adams</i>	WHAT IS THE PRESENT USE OF THE TRACT? <i>Residential</i>
LEGAL DESCRIPTION OF EXISTING UNDIVIDED TRACT, WHICH YOU PROPOSE TO SPLIT, AS SHOWN ON THE RECORD OF THE COUNTY CLERK. <i>See attached survey, parent tract legal description.</i>	

	LEGAL DESCRIPTION OF PROPOSED TRACT	STAFF USE ONLY	SOURCE OF WATER SUPPLY FOR THIS TRACT	TYPE OF SEWAGE DISPOSAL TO BE AVAILABLE FOR THIS TRACT	STREET OR STREETS TRACT WILL FACE	PROPOSED USE OF THIS TRACT	LOT SIZE OF PROPOSED TRACT
FIRST TRACT TO BE CREATED	<i>See attached survey, Tract 1 legal description</i>	TAC REVIEW	☐ CITY ☐ WELL ☒ OTHER	☐ SEWER ☐ SEPTIC ☒ OTHER	<i>Peoria Ave</i>	<i>Residential</i>	FT. X FT.
		PC REVIEW					
		INST. RELEASED					
SECOND TRACT TO BE CREATED	<i>See attached survey, Tract 2 legal description</i>	TAC REVIEW	☐ CITY ☐ WELL ☒ OTHER	☐ SEWER ☐ SEPTIC ☒ OTHER	<i>Peoria Ave</i>	<i>Residential</i>	FT. X FT.
		PC REVIEW					
		INST. RELEASED					
THIRD TRACT TO BE CREATED		TAC REVIEW	☐ CITY ☐ WELL ☐ OTHER	☐ SEWER ☐ SEPTIC ☐ OTHER			
		PC REVIEW					
		INST. RELEASED					
FOURTH TRACT TO BE CREATED		TAC REVIEW	☐ CITY ☐ WELL ☐ OTHER	☐ SEWER ☐ SEPTIC ☐ OTHER			
		PC REVIEW					
		INST. RELEASED					

AS APPLICANT, WHAT IS YOUR INTEREST IN THIS PROPERTY?			
☒ PRESENT OWNER	☐ PURCHASER	☐ ATTORNEY FOR OWNER	☐ OTHER
If other than present owner, give name, address and phone number of present owner.	NAME	ADDRESS	PHONE
I certify that this information is true and correct.	<i>B. L. Adams</i>	<i>15607 S. Peoria Ave Bixby OK 74008</i>	<i>918-206-6569</i>

FOR COMMISSION USE

L. NO.	STR	SUBDIVISION NAME
ZONING REQUIREMENT	MAJOR STREET PLAN REQUIREMENT	UTILITY EASEMENT NEEDS
ACTION RECOMMENDED TO THE PLANNING COMMISSION		CONDITION:
ACTION TAKEN BY THE PLANNING COMMISSION		DATE

**MINUTES FOR
CITY OF GLENPOOL
PLANNING COMMISSION REGULAR
MEETING**

Regular Session of the Glenpool Planning Commission was held at 6:30 p.m. on Monday, March 11, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

- A)** Call to Order – Richard Watts, Chairman
- B)** Roll Call, declaration of quorum – James McHendry, Secretary; Richard Watts, Chairman

Commissioners present:

- X Richard Watts, Chairman
- X Joyce Calvert, Vice-Chairman
- Shayne Buchanan, Commissioner (NOT PRESENT)
- X Debra Cutsor, Commissioner
- X Keith Robinson, Commissioner

Staff present:

- X Lowell Peterson, City Attorney
- X Lynn Burrow, Community Development Director
- X James McHendry, City Planner

C) Scheduled Business

- 1)** Discussion and possible action to approve minutes from February 11, 2019.

Motion: Joyce Calvert made the motion to approve minutes from February 11, 2019 as drafted

Second: Debra Cutsor

Voting Aye: Richard Watts, Debra Cutsor, Keith Robinson, Joyce Calvert

Voting Nay: None

Abstaining: None

Motion Passed: 4-0

- 2)** Review and possible action to approve, conditionally approve, or disapprove case GLS-229, a request for a Lot Split to create three (3) tracts from a tract of land containing approximately 14.6 acres for property generally located north and west of the northwest corner of 171st St. and U.S. Hwy 75, addressed 1939 W. 171st St.

- Staff presented synopsis of staff report and reviewed exhibits
- Staff pointed out GLS-229 recommendation for approval was contingent upon GBOA-461, which was just previously denied.
- Applicant was not present

Motion: Joyce Calvert made a motion to deny GLS-229

Second: Debra Cutsor

Voting Aye: Richard Watts, Debra Cutsor, Keith Robinson, Joyce Calvert

Voting Nay: None

Abstaining: None

Motion Passed: 4-0

- 3) Review and possible action to approve, conditionally approve, or disapprove case GLS-233, a request for a Lot Split to create two (2) tracts from a single tract of land containing approximately 3 acres, generally located at 15607 South Peoria Avenue, on the east side of South Peoria Avenue quarter mile east of South 33rd West Avenue nearly a half-mile south of East 151st Street South.

- Staff presented synopsis of staff report and review exhibits.
- Applicant present

Motion: Joyce Calvert made a motion to approve GLS-233 subject to staff recommendation

Second: Debra Cutsor

Voting Aye: Richard Watts, Debra Cutsor, Keith Robinson, Joyce Calvert

Voting Nay: None

Abstaining: None

Motion Passed: 4-0

- 4) Review and possible action to approve, conditionally approve, or disapprove case GLS-234, a request for a Lot Split to create two (2) tracts from a single tract of land containing approximately 3.45 acres, generally located at 12707 South 33rd Avenue West, a quarter mile east of South 33rd West Avenue and approximately a quarter mile north of W. 131st Avenue.

- Staff presented synopsis of staff report and review exhibits.
- Applicant present

Motion: Debra Cutsor made a motion to approve GLS-234 subject to staff recommendation

Second: Joyce Calvert

Voting Aye: Richard Watts, Debra Cutsor, Keith Robinson, Joyce Calvert

Voting Nay: None

Abstaining: None

Motion Passed: 4-0

- 5) Review and possible action to approve, conditionally approve, or disapprove re-zoning case GZA-270, a request to re-zone a 2.5-acre tract of land platted as Lot 1 Block 3 Montapp Addition, generally located on the north side of W. 126th Street South in the

southwest corner of S. Yukon Avenue and S. Vancouver Street from CG (Commercial General) to RM-2 (Residential Multi-Family Medium Density).

- Staff presented synopsis of staff report and review exhibits.
- It was asked if project would be like Redbud Village, applicant pointed out project is not an income-based care facility, but for private insured patients.
- Staff presented a comment from the Holiday Inn Motel General Manager who offered support for the rezone.

Motion: Keith Robinson made a motion to approve the GZA-270 subject to staff recommendations.

Second: Debra Cutsor

Voting Aye: Keith Robinson Joyce Calvert, Richard Watts, Debra Cutsor

Voting Nay: None

Abstaining: None

Motion Passed: 4-0

D) Adjournment



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE OF ROADWAY RIGHT-OF-WAY DEDICATION
LIVING WATERS UNITED METHODIST CHURCH**

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Public Roadway Right-of-Way Deed of Dedication involving a certain tract of land 50.00' in width and 310.00' in length, located along the east boundary of property owned by The Council Oak District of the Oklahoma Annual Conference of the United Methodist Church (Grantor). As illustrated on the attached exhibit map (Exhibit "A"), the proposed public right-of-way dedication parcel is to be a portion of the right-of-way associated with Elwood Ave. The tract is located along the east boundary of property owned by the Grantor and is approximately 709' south of 141st Street. This public street right-of-way dedication is being required to support the Grantor's desire to expand the existing building and site improvements on the balance of the property.

Staff Recommendation:

Staff has reviewed and approved the document format and content of the public Roadway Right-of-Way Deed of Dedication and the supporting Exhibit "A" and is therefore requesting Council approval and acceptance of this dedication as submitted.

Attachments:

- A. Roadway Right-of-Way Deed of Dedication and Supporting Documents

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

**DEED OF DEDICATION
PUBLIC RIGHT-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Dedication, Public Right-of-Way ("**Instrument**") is made and entered into for the purposes stated herein, as of the effective date specified below, between Council Oak District of the Oklahoma Annual Conference of the United Methodist Church, Inc., an Oklahoma Not for Profit Corporation with an address of 6767 S. Mingo Road, Tulsa, OK 74133-3309, acting through its duly appointed Board of Trustees, ("**Grantor**"), and the CITY OF GLENPOOL, an Oklahoma municipal corporation acting by its City Council in duly noticed regular session, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033 (herein, called "**City**" or "**Grantee**").

Grantor, as the record owner of legal and equitable title to the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, and convey unto Grantee and its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein or otherwise incidental to a public right-of way through, over, under and across the following described property, together with all appurtenances thereto (the "**Right-of-Way**"):

***[See legal description of Right-of-Way attached hereto
and incorporated herein as Exhibit A.]***

SUBJECT TO all existing easements, rights of way, protective covenants and mineral reservations of record as of the effective date of this Conveyance, if any.

For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage; and

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities (including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines), together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon the Right-of-Way for the such uses and purposes aforesaid; provided, however, the Grantor hereby reserves the right to survey and utilize the Right-of-Way in accordance with the terms of this Instrument and any way not inconsistent with the rights and interests of the Grantee created hereby.

The public and such franchise utility providers as are authorized by Grantee to enter the Right-of-Way for the purposes described herein are hereby granted the exclusive possession of

Page 1 of 3

the Right-of-Way for such purposes; provided that Grantor shall retain the right to enjoy continuous and unobstructed ingress and egress to the remainder of Grantor's property, so long as such use does not interfere with Grantee's use of the Right of Way herein granted.

Grantor, for itself and its successors and assigns, and for any other person or party acting pursuant to Grantor's authority, covenants and agrees that it will not place, erect, install, build or permit any building, structure, fence, wall or other above ground obstruction or permanent improvement of any description upon the Right-of-Way; and further covenants and agrees that, in the event Grantor, or any person or party in privity with the Grantor, violates any provision of this paragraph, Grantor will undertake in good faith to correct and eliminate such violation in a timely manner, such that Grantee shall communicate and demonstrate to the City Manager a good faith plan for such undertaking in no more than sixty (60) days following Grantor's receipt of written notice of such violation from the City. City shall, acting either by its City Manager or its City Council, in its discretion, grant such additional time beyond sixty (60) days to completely correct and eliminate the violation as the City in good faith deems reasonable under all existing circumstances. City and Grantor acknowledge their mutual interest in a friendly and collaborative relationship. If it should prove not possible for Grantor to complete such necessary actions in a time satisfactory to the City, the City and Grantor will at that time cooperate in a separate agreement for the City to make the necessary corrections and to negotiate with Grantor a plan for reimbursement, whether in part or in whole.

Grantor further covenants and agrees that all terms and conditions of this Instrument shall run with the land.

Grantee agrees that Grantor's right, title and interest in and to the Right of Way as of the effective date of this Instrument, are conveyed to Grantee on an AS IS-WHERE IS basis, with any and all defects and faults, without warranty of any kind, and subject to the terms and conditions of this Instrument. Grantee hereby accepts the Right of Way in accordance with the foregoing, and hereby releases Grantor and its respective officers, employees, agents, representatives, successors and assigns from all liability for any and all claims, damages, or losses arising from, in connection with, or related to the state and condition of the Right of Way as of the effective date of this Instrument and Grantor's conveyance thereof.

TO HAVE AND TO HOLD such Right-of-Way unto Grantee and Grantee's successors and assigns, or any other person or party acting pursuant to Grantee's authority, together with all of Grantor's right, title and interest, in exclusive possession of the Right of Way, together with all and singular the tenements, hereditaments and appurtenances belonging thereto or in any wise appertaining forever.

EFFECTIVE as of this 25th day of March, 2019.





Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32nd Place Tulsa, OK. 74135 (918)-665-3600

Exhibit "A" Page 1 of 2

Legal Description

A STRIP OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE SOUTH 01°05'06" EAST ALONG THE EASTERLY LINE OF SAID SECTION 14 FOR 709.41 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING SOUTH 01°05'06" EAST ALONG SAID EASTERLY LINE FOR 310.00 FEET; THENCE SOUTH 88°32'40" WEST FOR 50.00 FEET; THENCE NORTH 01°05'06" WEST PARALLEL WITH AND 50 FEET WESTERLY OF SAID EASTERLY LINE FOR 310.02 FEET; THENCE NORTH 88°33'59" EAST TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP CONTAINING 0.356 ACRES OR 15,501 SQ. FT. MORE OR LESS.

Legal Description Certification

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

10-24-18

DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

DEAN ROBINSON
PLS No. 1146, STATE OF OKLAHOMA
C. A. NO. 2421 EXPIRES: 12/31/2021



W:/18205.01/rw/legal description.doc
10/23/2018 - jsr

C:\Users\ladnmis\appdata\local\temp\AcPublish_4928\RW Exhibit.dwg Exhibit Nov 07, 2016 - 7:09:03am SISEMORE WEISZ & ASSOCIATES

Legend

- P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

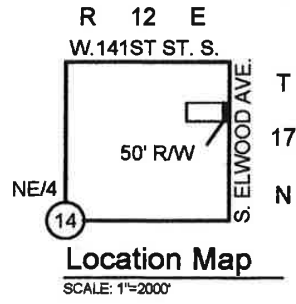
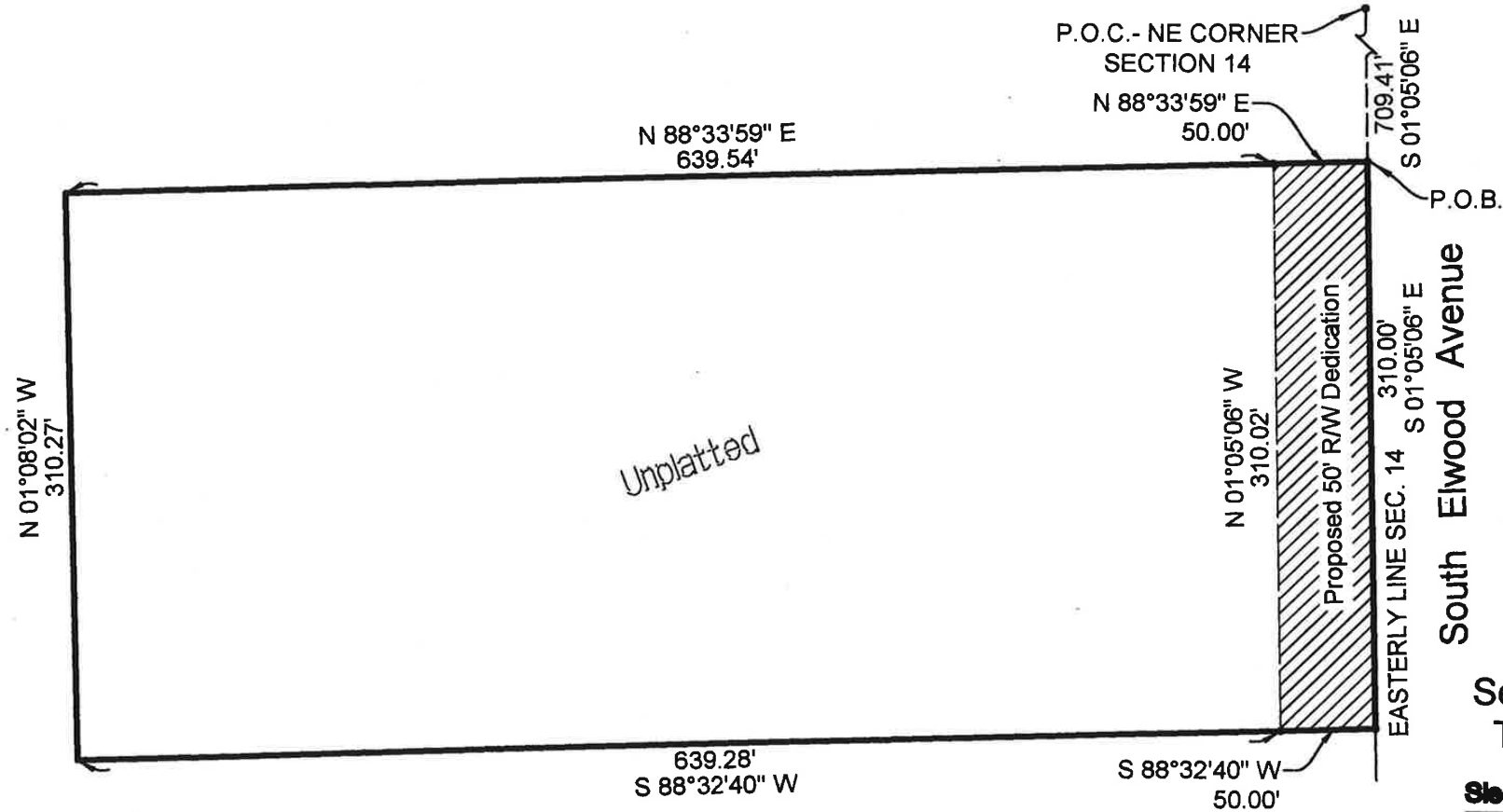


Exhibit "A", Page 2 of 2
Right of Way Exhibit
Part of the NE/4 of
Section 14. T-17-N, R-12-E
Tulsa County, Oklahoma

Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE	PHONE: (918) 665-8000
TULSA, OKLAHOMA 74135	FAX: (918) 665-8008
C.A. NO. 2421	EXP. DATE 6/30/19
W.O. NO. 18205.01	FILE NO. 1721400



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION
LIVING WATERS METHODIST CHURCH PROPERTY**

DATE: APRIL 1, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication from The Council Oak District of the Oklahoma Annual Conference of the United Methodist Church, Inc. (Grantor). As illustrated on the attached exhibit map, the proposed easement is 17.50' in width and is located within and described as being a part of a certain parcel of land owned by the Grantor as referenced in the Dedication Document and as described and illustrated on the attached Exhibit "A" associated with the dedication. The dedication of this easement is in preparation of the Grantor's desire to expand the existing building and site improvements on the underlying parcel.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this easement grant and is requesting Council approval and acceptance of this General Utility Easement dedication as submitted.

Attachments:

- A. General Utility Easement Dedication and Associated Exhibit "A"
- B. Vicinity Map

GENERAL UTILITY EASEMENT

That the undersigned, Council Oak District of the Oklahoma Annual Conference of the United Methodist Church, Inc.

(Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), an easement through, over, and across the following described Property:

See Exhibit 'A' attached herewith and made a part of this easement grant:

for the purpose of permitting Grantee and Franchise Utility services thereon, through, over, or across said property, together with all necessary and convenient appurtenances thereto; to use and maintain the same; and affording Grantee and Franchise Utility service provider officers, agents, employees, and/or all persons under contract with either, the right of access to and upon said premises and strip of land for the purposes of surveying, excavating for, operating, repairing, and maintaining all such utility services and associated appurtenances.

The Grantee and Franchise Utility service providers are hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, or other above ground obstruction will be placed, erected, installed, or permitted upon the above described real estate; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

Dated this ____ day of _____, 2018.

Council Oak District of the Oklahoma Annual Conference of the United Methodist Church, Inc. (Grantor)

By: _____
Brenda Reed
Chair of Trustees

[illegible]

Before me, the undersign, a Notary Public, in and for said County and State on this the _____ day of _____, 2018, personally appeared _____ to me known to be the identical person who subscribed as the maker to the foregoing as Owner (Grantee) and acknowledge to me that she executed the same as her free will and voluntary act and deed for the uses and purposes there in set forth.

Name: _____
Notary Public

My Commission Expires:

ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2018

By: _____
Mayor: Tim Fox

ATTEST:

Wendy Knight
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32nd Place Tulsa, OK. 74135 (918)-665-3600

Exhibit "A", Page 1 of 2

Legal Description

A 17.50 FEET WIDE STRIP OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY ITS CENTERLINE AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE SOUTH 01°05'06" EAST ALONG THE EASTERLY LINE OF SAID SECTION 14 FOR 709.41 FEET; THENCE SOUTH 88°33'59" WEST FOR 58.75 FEET; THENCE SOUTH 01°05'06" EAST PARALLEL WITH AND 58.75 FEET WESTERLY OF SAID EASTERLY LINE FOR 8.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUING SOUTH 01°05'06" EAST PARALLEL WITH AND 8.75 FEET WESTERLY OF SAID EASTERLY LINE FOR 292.53 FEET; THENCE SOUTH 88°32'40" WEST FOR 621.79 FEET; THENCE NORTH 01°08'02" WEST FOR 292.77 FEET; THENCE NORTH 88°33'59" EAST FOR 622.04 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE.

(THE EXTERIOR LINES OF THE ABOVE DESCRIBED 17.50 FEET WIDE STRIP OF LAND TERMINATE AT THEIR INTERSECTIONS.)

SAID STRIP CONTAINING 0.735 ACRES OR 32,010 SQ. FT. MORE OR LESS.

Legal Description Certification

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

10.24.18

DATE

SISEMORE WEISZ & ASSOCIATES, INC.
BY DEAN ROBINSON

DEAN ROBINSON

PLS No. 1146, STATE OF OKLAHOMA
C. A. NO. 2421 EXPIRES 6/30/19

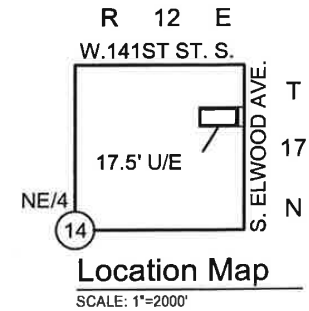
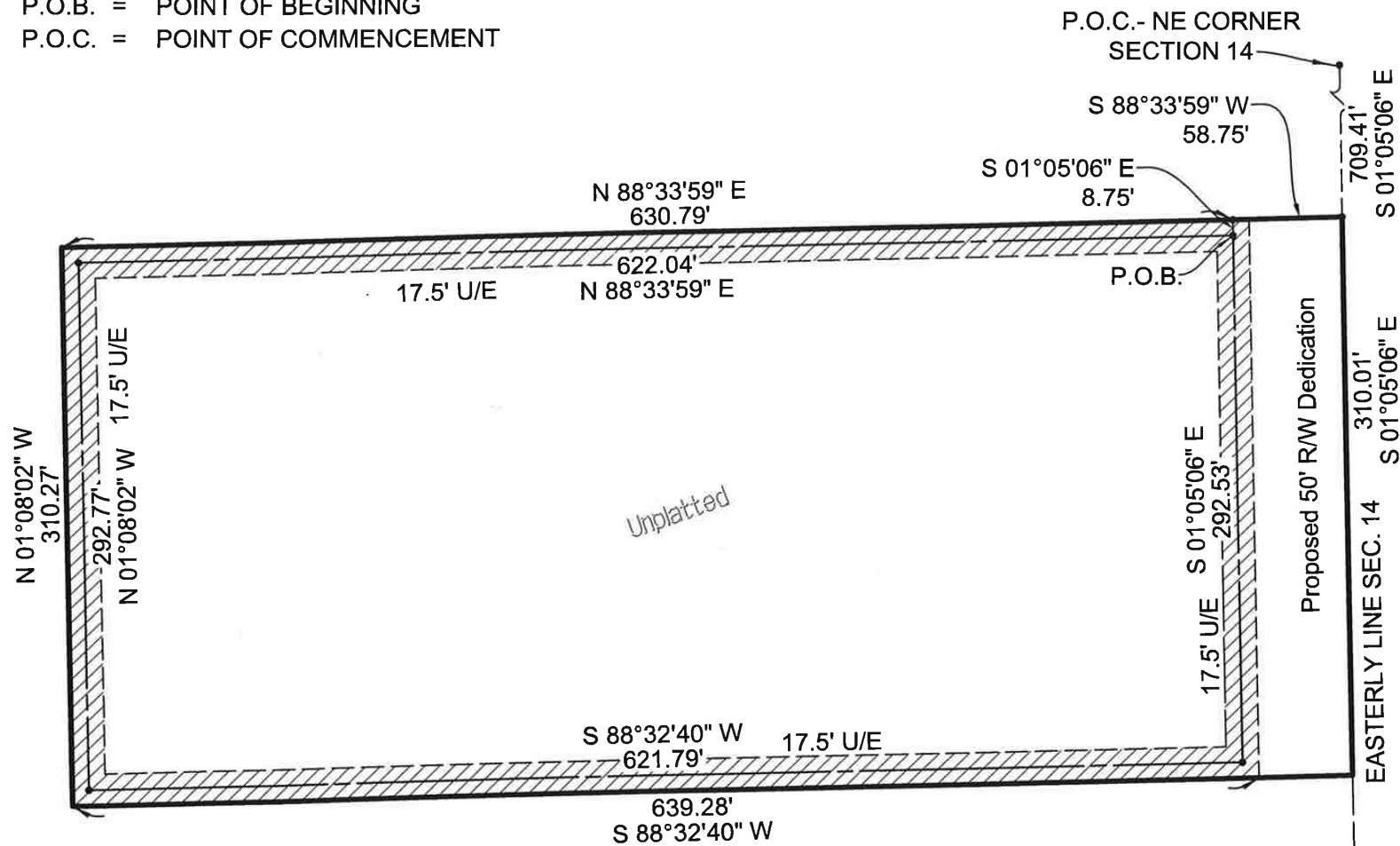


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10/23/2018 - jsr

Legend

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT



Scale 1"=80'

South Elwood Avenue

Exhibit "A", Page 2 of 2
Utility Easement Exhibit
Part of the NE/4 of
Section 14. T-17-N, R-12-E
Tulsa County, Oklahoma

Sisemore Weisz & Associates, Inc.

6111 EAST 32nd PLACE
TULSA, OKLAHOMA 74135
C.A. NO. 2421
W.O. NO. 18205.01

PHONE: (918) 665-3600
FAX: (918) 665-8668
EXP. DATE 6/30/19
FILE NO. 17121400