**NOTICE**
**GLENPOOL CITY COUNCIL**
**REGULAR MEETING**

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A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, May 7, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rdFloor, Glenpool, Oklahoma.

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

## AGENDA

Page

A) **Call to Order - Timothy Lee Fox, Mayor**

B) **Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**

C) **Invocation –Heather Scherer- Living Waters United Methodist Church**

D) **Pledge of Allegiance – Timothy Lee Fox, Mayor**

E) **City Manager Report – David Tillotson, City Manager**

F) **Mayor Report – Timothy Lee Fox, Mayor**

G) **Council Comments**

H) **Public Comments**

I) **Reading of Proclamation -- Timothy Lee Fox, Mayor**

1) TeacherAppreciationWeek 4

J) **Scheduled Business**

1) Open Second City Council Public Hearing for the purpose of giving any interested person the opportunity to express their views on the Project Plan for Increment District Number Two, City of Glenpool, Oklahoma ("Brookover Corner Increment District"), as presented at the First City Council Public Hearing on this matter held April 16, 2018.

*As required by the Local Development Act, at Title 62, Section 859(B) of the Oklahoma Statutes, the City Council of the City of Glenpool has caused notice of this public hearing to be published in a newspaper with circulation in the City of Glenpool no later than 14 days before the public hearing, has published the same on the City's internet website and has mailed, upon request if any, notice to any person, entity, or organization that has registered with the City, along with a copy of the Impact Analysis required in subsection A of said Section 859.*

*This public hearing is held solely for the purpose giving any interested person the opportunity to express their views on the Project Plan for Increment District Number Two, City of Glenpool, Oklahoma ("Brookover Corner Increment District"), as presented at the First City Council Public Hearing on this matter held April 16, 2018. (Timothy Lee Fox, Mayor)*

2) Close Public Hearing.

(Timothy Lee Fox, Mayor)

3) Discussion and possible action to adopt Ordinance No. 752, An Ordinance Approving And Adopting That Certain Project Plan Relating To Increment District Number Two, City Of Glenpool, Oklahoma ("Brookover Corner Increment District") Dated February 26, 2018; Ratifying And Confirming Actions, Recommendations And Findings Of The Local Development Act Review Committee And The Glenpool Planning Commission; Establishing Increment District Number Two, City Of Glenpool, Oklahoma; Designating And Adopting Project Area And Increment District Boundaries; Adopting Certain Findings; Apportioning Incremental Ad Valorem Tax Revenues And Local Sales Tax Increments; Creating The Brookover Corner Increment District Apportionment Fund; Designating The Glenpool Industrial Authority As The Public Entity To Carry Out And Administer The Project Plan And Authorizing Said Authority To Make Minor Plan Amendments; Provisions For Repeal Or Modification Of This Ordinance; Designating The Chairman Of The Glenpool Industrial Authority As The Person In Charge Of The Administration Of The Project Plan; Providing For Severability; Containing Other Provisions Relating Thereto; And Repealing All Ordinances Or Resolutions In Conflict Herewith. 5 - 11
(Lowell Peterson, City Attorney/Local Counsel for TIF District #2)

ORD # 752 - Brookover Corner

4) Discussion and possible action to approve minutes from April 16, 2018 meeting. 12 - 23
(Susan White, City Clerk)

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5) Discussion and possible action to approve, and authorize the Mayor to execute, a City of Glenpool Park and Recreation Facility User Agreement [Including Alcoholic Beverage Service] between the City of Glenpool and the Glenpool Chamber of Commerce for the purpose of facilitating the annual Black Gold Days event and permitting the limited service of alcohol as set forth therein. 24 - 69
(David Tillotson, City Manager)

Staff Report - Park User Agreement with Chamber
Black Gold Days User Agreement

6) Discussion and possible action to surplus vehicles listed and authorize City Manager or his designee to conduct sale of surplus property. 70 - 81
(Lynn Burrow, Community Development Director)

Memorandum Surplus Vehicles/Equipment

7) Discussion and possible action to accept FY 2018 Audit Engagement and Compilation Engagement letters from Arledge & Associates and direct the Mayor to sign on behalf of the City Government, and the Finance Director to sign on behalf of Management. 82 - 91
(John Gonsalves, Finance Director)

Staff Memo.2018 Audit Engmt.Comp Ltrs
Glenpool 2018 Audit Engagement Letter
Glenpool 2018 Compilation Engagement Letter (002)

8) Discussion and possible action to approve and authorize execution of Reaffirmation of Agreed Upon Procedures Engagement Letter with Elfrink and Associates, PLLC, for FY 2018 Annual Audit of Compliance with Glenpool/Creek-2 Settlement Agreement of May 2015. 92 - 98
(Lowell Peterson. City and GUSA Legal Counsel)

Staff Memo - Elfrink Engagement Letter 050718
Glenpool-Creek2 AUP Engagement Letter

9) Discussion and possible action to cancel Regular Meeting scheduled for May 21, 2018. 99

(David Tillotson, City Manager)

Meeting Schedule 2018 City Council.2nd.amd

10) Presentation and discussion concerning Fiscal Year 2018-2019 Annual Budget.
(David Tillotson, City Manager)

11) Discussion and possible action to enter into executive session for the purposes of:

(A) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

(B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

(C) Discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222, pursuant to 25 O.S. § 307(B)(4) (Open Meeting Act).

(D) Discussing confidential communications between the City Council and the City Manager, specifically for the purpose of discussing matters pertaining to economic development, where public disclosure of the matter discussed would violate the confidentiality of the business, pursuant to Title 25, Section 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).
(Lowell Peterson, City Attorney)

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

K) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on May 4, 2018 at 4:00 pm.
Signed: Susan White
City Clerk

# PROCLAMATION

of the Glenpool City Council

IN RECOGNITION OF OUR TEACHERS

**WHEREAS,** the week of May 7 through May 11, 2018, has been designated as National Teacher Appreciation week, with May 8th as National Teacher Appreciation Day; and

**WHEREAS,** a strong, effective system of public education for all children and youth is essential to our democratic system of government; and

**WHEREAS,** the knowledge, support, and skills our teachers provide students will positively impact generations for years to come; and

**WHEREAS,** our community recognizes and supports its teachers in educating the children and youth of this community; and

**WHEREAS,** teachers should be accorded high public esteem, reflecting the value the community places on public education; and

**WHEREAS,** the Glenpool City Council wishes to express its sincere gratitude to all Oklahoma teachers, and specifically our Glenpool Public School teachers, for enthusiastically dedicating themselves to the education of our students; and

**WHEREAS,** the Glenpool City Council encourages Glenpool's businesses and residents to recognize the contributions of their outstanding teachers.

**NOW, THEREFORE,** the Mayor and City Council of Glenpool, Oklahoma do hereby proclaim May 7-11, 2018, as:

***Teacher Appreciation Week***

In the City of Glenpool.

Signed this 7th day of May 2018

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Timothy Lee Fox, Mayor

**ORDINANCE NO. 752**

**AN ORDINANCE APPROVING AND ADOPTING THAT CERTAIN PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER TWO, CITY OF GLENPOOL, OKLAHOMA ("BROOKOVER CORNER INCREMENT DISTRICT") DATED FEBRUARY 26, 2018; RATIFYING AND CONFIRMING ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE LOCAL DEVELOPMENT ACT REVIEW COMMITTEE AND THE GLENPOOL PLANNING COMMISSION; ESTABLISHING INCREMENT DISTRICT NUMBER TWO, CITY OF GLENPOOL, OKLAHOMA; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; APPORTIONING INCREMENTAL AD VALOREM TAX REVENUES AND LOCAL SALES TAX INCREMENTS; CREATING THE BROOKOVER CORNER INCREMENT DISTRICT APPORTIONMENT FUND; DESIGNATING THE GLENPOOL INDUSTRIAL AUTHORITY AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZING SAID AUTHORITY TO MAKE MINOR PLAN AMENDMENTS; PROVISIONS FOR REPEAL OR MODIFICATION OF THIS ORDINANCE; DESIGNATING THE CHAIRMAN OF THE AUTHORITY AS THE PERSON IN CHARGE OF THE ADMINISTRATION OF THE PROJECT PLAN; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING THERETO; AND REPEALING ALL ORDINANCES OR RESOLUTIONS IN CONFLICTHEREWITH**

**WHEREAS,** by letters dated November 30, 2017, Moab Development 1, LLC (the "**Developer**"), proposed the establishment of a "tax increment district" within the City of Glenpool, Oklahoma (the "**City**") to provide development financing assistance in connection with the Developer's proposal to construct public infrastructure improvements for the development of a multiuse commercial project to be designated "Brookover Corner," and located on vacant un-platted land generally described as the northeast corner of U.S. Highway 75 and State Highway 67, abutting the eastern and northern boundaries of Casper Avenue, in the City of Glenpool; and

**WHEREAS,** on December 12, 2017, the City of Glenpool City Council (the statutory governing body) adopted Resolution No. 17014, creating, authorizing and directing the City of Glenpool Local Development Act Review Committee to analyze the Developer's proposal and to determine whether the area described in the proposal would qualify as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq.* of the Oklahoma Statutes, (the "**Local Development Act**"); and

**WHEREAS,** the Developer's proposal has been incorporated into the terms of that certain "Project Plan Relating to Increment District Number Two, City of Glenpool, Oklahoma ('Brookover Corner Increment District')" dated December 5, 2016 (the "**Project Plan**"); and

**WHEREAS**, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the proposed tax increment district is located, as well as the public at large, has considered and made its findings and recommendations with respect to the condition establishing the eligibility of the Project Plan and the proposed tax increment district, all as required by and in accordance with criteria specified in the Local Development Act; and

**WHEREAS,** the Local Development Act Review Committee has also reviewed and considered the Project Plan; determined that the Project Plan conforms to the requirements of the Local Development Act; has made its finding that the proposed tax increment district will have no adverse financial impact on any taxing jurisdiction or business activities within the proposed increment district; and has stated its findings and recommendations in Resolution No. 18-02-01, adopted on February 26, 2018; and

**WHEREAS,** on March 12, 2018, the City of Glenpool Planning Commission adopted its Resolution No. 18-03-01 declaring the Project Plan to be in compliance with the Comprehensive Plan of the City of Glenpool and recommending approval of the Project Plan by the City Council; and

**WHEREAS,** on April 16, 2018, the City of Glenpool conducted the first duly noticed public hearing on the Project Plan for the purpose of providing information and to answer questions, with the Project Plan presented to the public by the City of Glenpool City Attorney/Local TIF District Counsel, all in accordance with Section 859 of the Local Development Act; and

**WHEREAS,** on May 7, 2018, the City of Glenpool conducted the second duly noticed public hearing on the Project Plan for the purpose of giving any interested persons the opportunity to express their views on the Project Plan, all in accordance with Section 859 of the Local Development Act; and

**WHEREAS,** all reasonable efforts have been made to allow full public knowledge and participation in the application of the Local Development Act to the review and approval of the proposed Project Plan and related tax increment district; and

**WHEREAS,** all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, in accordance with the provisions of the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Sections 301 et seq. of the Oklahoma Statutes, and all other applicable laws; and

**WHEREAS,** implementation of the Project Plan will be facilitated by designation of the Glenpool Industrial Authority (the "**Authority**") as the public entity authorized to carry out and administer the Project Plan and to exercise certain powers necessary thereto; and

**WHEREAS,** it is in the best interests of the City of Glenpool and its citizens to approve the Project Plan, to establish the proposed increment district and to authorize the Authority to undertake those programs and projects described therein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, TO-WIT:**

**SECTION 1. Approving and Adopting the Project Plan Relating to Increment District Number Two, City of Glenpool, Oklahoma.** The Project Plan, as recommended by the Local Development Act Review Committee and the City of Glenpool Planning Commission, is hereby adopted and approved in the form presented to the Review Committee, the Planning Commission and this City Council.

**SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings.** All actions taken, and recommendations, findings and conclusions made in connection with the Project Plan by the Local Development Act Review Committee and the City of Glenpool Planning Commission are hereby ratified and confirmed.

**SECTION 3. Establishing Increment District Number Two, City of Glenpool, Oklahoma.** There is hereby established Increment District Number Two, City of Glenpool, Oklahoma in accordance with the provisions of Section 861 and other applicable provisions of the Local Development Act, which district shall be effective as of January 1, 2019, (the "Commencement Date") and shall continue for a term of ten (10) years, through December 31, 2028, unless such term is modified by subsequent action of the City Council or by full reimbursement of qualified Project Costs to the Developer, up to a maximum of Three Million Two Hundred Fifty Thousand And no/100 Dollars ($3,250,000.00). For identification purposes, Increment District Number Two, City of Glenpool, Oklahoma may also be referred to as the "Brookover Corner Increment District" or the "Increment District."

**SECTION 4. Designating and Adopting Project Area and Increment District Boundaries.** The boundaries of the Brookover Corner Increment District and the related Project Area are coextensive and are hereby adopted as set forth in **Exhibits A** and **B** attached hereto and made a part hereof.

**SECTION 5. Adopting Certain Findings.** In accordance with the Local Development Act, the City Council hereby finds THAT:

a. Boundaries of the proposed district are within an area requiring public improvements to serve as a catalyst for retaining or expanding employment, to attract major investment in the area and to preserve or enhance the tax base. Therefore, the proposed district qualifies as a "reinvestment area" pursuant to Section 853(17) of the Local Development Act, and, therefore, is eligible for designation as a tax increment district.

b. Contemplated private and public projects within the Brookover Corner Increment District are likely to enhance the value of other real property, increase ad valorem tax revenues to the affected taxing jurisdictions, and effectuate an increase in employment opportunities within the Brookover Corner Increment District, as well as promote the public interest.

c. All applicable guidelines specified in Section 852 of the Local Development Act have been and shall be followed in relation to the Brookover Corner Increment District and the Project Plan relating thereto, including but not limited to finding that the Project Plan presents a case where investment, development and economic growth are difficult but possible if the provisions of the Local Development Act are available and such investment, development and economic growth would not occur without implementation of the Local Development Act; and the City Council has taken care to exclude areas that do not fit the foregoing criteria.

d. The aggregate net assessed value of the taxable property in all increment districts within the City of Glenpool, as determined pursuant to Section 862 of the Local Development Act, does not and shall not exceed thirty-five percent (35%) of the total net assessed value of taxable property within the City.

e. The aggregate net assessed value of the taxable property in all increment districts within the City of Glenpool, as determined pursuant to Section 862 of the Local Development Act, does not and shall not exceed twenty-five percent (25%) of the total net assessed value of any affected school district located within the City.

f. The land area contained within all increment districts within the City of Glenpool does not and shall not exceed twenty-five percent (25%) of the total land area of the City.

g. The Project Plan is feasible, conforms to the Comprehensive Plan of the City, and complies with all currently applicable zoning requirements for the proposed use.

h. All purposes and procedures set forth herein for apportionment of ad valorem and sales tax increments, as authorized by Sections 6 and 7 of this Ordinance, conform to the Project Plan and to all applicable provisions of the Local Development Act.

**SECTION 6. Apportioning Incremental Ad Valorem Tax Revenues.** In accordance with the provisions of the Local Development Act, fifty percent (50%) of increments of all ad valorem taxes generated within the Brookover Corner Increment District, as such increments are determined and defined by the Local Development Act (the "**Ad Valorem Increment Revenues**"), are hereby apportioned and set aside from all other ad valorem taxes levied within the Brookover Corner Increment District, to be used exclusively for:

a. The payment or reimbursement of qualified project costs, as defined in Section 852(14) of the Local Development Act, as set forth in the Project Plan, and incurred in connection with the development or construction of the Project identified in the Project Plan (the "**Project Costs**");

b. Reimbursement of the City, or any agency thereof or public trust of which it is the beneficiary, which has paid Project Costs from funds which were not increments derived from the Brookover Corner Increment District, but only to the extent that such sums were paid as claimed; and

c. Payment of principal, interest and premium, if any, on any Developer indebtedness as defined in the Project Plan, all or a portion of the proceeds of which are to be used in accordance with clauses (a) or (b) above.

The apportionment of fifty percent (50%) of ad valorem tax increments pursuant to this Section 6 shall terminate upon the final payment or reimbursement of all Project Costs incurred in connection with the Project identified in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any Developer indebtedness, as defined in the Project Plan, issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto, together with the revenues apportioned in accordance with Section 7 hereof, exceed an aggregate sum of Three Million Two Hundred Fifty Thousand and No/One Hundred Dollars ($3,250,000.00) or extend beyond ten (10) years from the Commencement Date, whichever occurs first, unless such period is modified by subsequent action of the City Council, acting upon approval by the Authority.

**SECTION 7. Apportioning Incremental Sales Tax Revenues.** In accordance with the provisions of the Local Development Act, fifty percent (50%) of increments of such sales taxes as are levied pursuant to Ordinances 40 and 176 of the City of Glenpool in an aggregate amount equivalent to three percent (3%) of retail sales (resulting in apportionment of one-and-one-half percent (1.5%) of retail sales) generated within the Brookover Corner Increment District, as such increments are determined and defined by the Local Development Act (the "Sales Tax Increment Revenues"), are hereby apportioned and set aside from all other sales taxes levied within the Brookover Corner Increment District, to be used exclusively for:

a. The payment or reimbursement of qualified Project Costs, as defined in Section 852(14) of the Local Development Act and as set forth in the Section 6 above incurred in connection with the development or construction of the Project identified in the Project Plan;

b. Reimbursement of the City, or any agency thereof or public trust of which it is the beneficiary, which has paid Project Costs from funds which were not increments derived from the Brookover Corner Increment District, but only to the extent that such sums were paid as claimed; and

c. Payment of principal, interest and premium, if any, on any Developer indebtedness as defined in the Project Plan, all or a portion of the proceeds of which are to be used in accordance with clauses (a) or (b) above.

The apportionment of fifty percent (50%) of sales tax increments pursuant to this Section 7 shall terminate upon the final payment or reimbursement of all Project Costs incurred in connection with the Project identified in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any Developer indebtedness, as defined in the Project Plan, issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto, together with the revenues apportioned in accordance with Section 6 hereof, exceed an aggregate sum of Three Million Two Hundred Fifty Thousand and No/One Hundred Dollars ($3,250,000.00) or extend beyond ten (10) years from the Commencement Date, whichever occurs first, unless such period is modified by subsequent action of the City Council acting upon approval by the Authority.

**SECTION 8. Creating the Brookover Corner Increment District Apportionment Fund.** During the period of apportionment, and subject to the City's subsequent right to repeal, modify or amend this Ordinance, the increments apportioned hereunder shall be transferred by the respective taxing authorities to the "Brookover Corner Increment District Apportionment Fund" (the "**Apportionment Fund**"), which fund shall be held by, and be the property of, the Authority (except that such fund may also be held by a trustee bank acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City of Glenpool, Oklahoma.

**SECTION 9. Designating the Glenpool Industrial Authority as the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Amendments to the Project Plan.** The Authority shall be and is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan in accordance with its respective responsibilities, and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act or the Public Trust Act, Title 60, Section 176 et seq. of the Oklahoma Statutes, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the Increment District's area; or (iii) does not affect more than five percent (5%) of the public costs of the Project Plan, all as determined on a cumulative basis.

**SECTION 10. Designating the Chairman of the Glenpool Industrial Authority as the Person in Charge of the Administration of the Plan.** The Chairman of the Authority, or his or her successor-in-office, shall be the person in charge of implementation of the Project Plan.

**SECTION 11. Appeal or Modification of Ordinance; No Contractual Obligations Past the Fiscal Year.** The City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year regarding the establishment or maintenance of the Brookover Corner Increment District, or the apportionment of ad valorem tax or sales tax increments; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives. All Developer bonds, notes, or other evidence of indebtedness issued pursuant to this Ordinance or the Project Plan shall state that such evidence of indebtedness is not a debt, general or special, liability or obligation of the City of Glenpool or the State of Oklahoma or any other agency or authority of either of such entities, including the Authority. The bond, note or other evidence of indebtedness shall further state that the issuance thereof does not give rise to a charge against the general credit or taxing powers of the City of Glenpool, or a claim on the revenues or resources of the State of Oklahoma, and that such evidence of indebtedness is not an obligation of the Authority.

**SECTION 12. Further Obligations in Connection with the Adoption of this Ordinance.** The City, by approval of the Project Plan and adoption of this Ordinance further directs THAT:

a. Within thirty (30) days after the creation of the Increment District created by this Ordinance, pursuant to Section 867.1 of the Local Development Act, the City shall cause the City Clerk to notify the Oklahoma Tax Commission, upon such form as the Commission shall prescribe, of (i) the geographic area where the Increment District is located; and (ii) that there is not and will not be indebtedness incurred the repayment of which will partially or entirely be paid from incremental tax revenues apportioned for such purpose.

b. Within thirty (30) days of approval of the Project Plan by this Ordinance, the City of Glenpool, the Authority and the Developer shall enter into a binding agreement that sets forth the qualified Project Costs that may be reimbursed to the Developer in accordance with the Project Plan and this Ordinance as well as all terms and conditions governing the administration of the Project Plan, such agreement to be submitted to the City Council for approval upon confirmation of its conformity to the provisions of the Project Plan, this Ordinance and the Local Development act.

c. Within ninety (90) days of approval of the Project Plan by this Ordinance, the Tulsa County Assessor shall determine the total assessed value of all taxable real property and all taxable personal property within the boundaries of the Increment District and shall certify such determination as the "base assessed value" for the Increment District pursuant to Section 862 of the Local Development Act, and it shall be the responsibility of the Authority to monitor the status of this assessment.

d. If the Increment District created by this Ordinance has been in operation for as much as a consecutive nine (9) month period as of the $90^{th}$ day following the end of any municipal fiscal year, the City Council shall cause to be submitted to the appropriate officer of each taxing jurisdiction affected by the Increment District a report that includes: (i) the amount and source of revenue captured and apportioned under the Project Plan; (ii) the amount and purpose of expenditures of tax increments; (iii) the Increment District base and current assessed values; (iv) total amount of tax increments received and apportioned; (v) the name of the current chairman of the Authority or other person currently in charge of implementation of the Project Plan; (vi) the names of any persons who may have a conflict of interest; and (vii) any other information necessary to show compliance with the Project Plan. A summary of the relevant information of this report shall be published in a newspaper of general circulation within the City and the full report shall be available for public inspection.

e. Upon expiration of the term of the Increment District or the payment or reimbursement of all Project Costs as set forth in Sections 6 and 7 of this Ordinance, the City Council shall cause an ordinance repealing this Ordinance to be adopted.

**SECTION 13. Providing for Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by competent legal authority, such portion shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 14. Effective Date.** This Ordinance shall become effective thirty (30) days following its final adoption, as provided by Oklahoma law.

**PASSED and ADOPTED by the City Council of the City of Glenpool, Oklahoma this 7th day of May 2018.**

**CITY OF GLENPOOL, OKLAHOMA**

___________________________________
Timothy Lee Fox, Mayor

ATTEST:

___________________________________
Susan White, City Clerk

APPROVED AS TO FORM:

___________________________________
Lowell Peterson, City Attorney/Local TIF District Legal Counsel

**MINUTES**
**Regular Meeting Meeting**
**Monday, April 16, 2018 Council Chambers 6:00 PM**

| | |
|---|---|
| **COUNCIL PRESENT:** | Trish Agee<br>Brandon Kearns<br>Jacqueline Triplett-Lund<br>Momodou Ceesay<br>Tim Fox |
| **COUNCIL ABSENT:** | |
| **STAFF PRESENT:** | David Tillotson<br>Lowell Peterson<br>Susan White<br>John Gonsalves<br>Lynn Burrow<br>Dennis Waller |
| **STAFF ABSENT:** | Rick Malone<br>Paul Newton |

**A) Call to Order - Timothy Lee Fox, Mayor**

**B) Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**

**C) Invocation –Rev. Rick Tabisz, King of Kings Lutheran Church**

**D) Pledge of Allegiance – Timothy Lee Fox, Mayor**

**E) Community Development Report – Lynn Burrow, Community Development Director**

1) Mr. Burrow updated City Council on various developments across the city. He further discussed activities in Planning, Inspections, and Code Enforcement Departments.

**F) Treasurers Report – John Gonsalves, Finance Director**

1) Mr. Gonsalves presented the Treasurer's Report from March 2018.

**G) City Manager Report – David Tillotson, City Manager**

1)
- Trash Off Day slated for April 21 from 8 am - 1 pm. Waste containers will be staged at Black Gold Park. More information will be posted on City social media this week.
- Black Gold Car Show will be April 28 from 10 am - 2 pm.
- Staff is working on the agenda for the Council Retreat. Mr. Tillotson requested Council members communicate to him any topics they would like to discuss during the Retreat.
- Mr. Tillotson has been in communication with Jerry Olansen, Superintendent GPS concerning the improvements to Warrior Road a project funded by Move Glenpool Forward initiative. Both have agreed to reassess the needed improvements after the new Elementary School opens. The relocation of the Elementary School could have a significant impact on the utilization of Warrior Road.
- Mr. Tillotson has met with representatives from Tulsa County and Jenks to obtain a status on the 121st Street project.

- Councilor Lund requested information about "Glam-up Glenpool Day". Mr. Tillotson advised it is a private project organized by a Glenpool High School Student. He clarified it is separate from Trash Off Day which is a City sponsored event.

**H) Mayor Report – Timothy Lee Fox, Mayor**

1) None.

**I) Council Comments**

1) None.

**J) Public Comments**

1) None.

**K) Scheduled Business**

1) City Council Public Hearing for the purpose of providing information and answering questions regarding Increment District Number Two, City of Glenpool, Oklahoma ("Brookover Corner Increment District")

*As required by the Local Development Act, at Title 62, Section 859(B) of the Oklahoma Statutes, the City Council of the City of Glenpool has caused notice of this public hearing to be published in a newspaper with circulation in the City of Glenpool no later than 14 days before the public hearing, has published the same on the City's internet website and has mailed, upon request if any, notice to any person, entity, or organization that has registered with the City, along with a copy of the Impact*

*Analysis required in subsection A of said Section 859.*
*This public hearing is held solely for the purpose of providing information and answering questions regarding proposed Tax Increment Financing District Number Two, City of Glenpool, Oklahoma (Brookover Corner Increment District).*
*No action on this item will be taken by the City Council at this meeting.*
(Lowell Peterson, City Attorney/Local Counsel for Increment District)

Mayor Fox opened the Public Hearing at 6:35 p.m.
Lowell Peterson, City Attorney/Local Counsel for Increment District presented a Power Point presentation to update and educate the audience concerning the TIF District process. Mr. Mike Mantle, with Moab Development 1, LLC provided general information concerning the proposed layout of the development.
Mayor Fox solicited questions or comments from the audience. None were offered.
Mayor Fox closed the meeting at 7:00 pm.

2) Discussion and possible action to establish and announce the date, time and location of the required second public hearing for the purpose of giving any interested persons the opportunity to express their views on the proposed Project Plan for the Brookover Corner Increment District, as required by Title 62 § 859(C) of the Oklahoma Statutes, the Local Development Act.
(Lowell Peterson, City Attorney/Local Counsel in re Increment District)

Mr. Peterson recommended City Council action to approve and announce the second public hearing to be scheduled for May 7, 2018 at 6:00 p.m. The Hearing will take place in the City Council Chambers, Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave., Glenpool Oklahoma.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to approve the date, time and place for the second public hearing on the proposed Project Plan for the Brookover Corner Increment District, as recommended by Mr. Peterson, City Attorney.*

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

| | | | | |
|---|---|---|---|---|
| | 5 | 0 | 0 | 0 |

CARRIED.

3) Discussion and possible action to approve minutes from April 2, 2018 meetings.
(Susan White, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

*to approve minutes as presented. Councilors Agee and Kearns abstained due to their absence at the April 2 meeting.*

| | **For** | **Against** | **Abstained** | **Absent** |
|---|---|---|---|---|
| Trish Agee | | | x | |
| Brandon Kearns | | | x | |
| Jacqueline Triplett-Lund | x | | | |
| Momodou Ceesay | x | | | |
| Tim Fox | x | | | |
| | 3 | 0 | 2 | 0 |

CARRIED.

4) Discussion and possible action to approve First Amendment to Contract for Sale of Real Estate between the City of Glenpool and Glenpool Public Schools.
(David Tillotson, City Manager)

Mr. Tillotson stated he and Jerry Olansen, Superintendent GPS had agreed to request a sales contract amendment of their respective boards providing a ninety-day extension to the inspection period. The reason for the extension is to provide adequate time to proceed with quiet title action. Additionally the amendment provides for legal costs to be shared with the school up to a maximum of $2,000, to undertake the quiet title action. Mr. Tillotson further stated the school board has already approved the Amendment.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to approve First Amendment to Contract for Sale of Real Estate with Glenpool Public Schools, as presented.*

| | **For** | **Against** | **Abstained** | **Absent** |
|---|---|---|---|---|
| Trish Agee | x | | | |

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

CARRIED.

5) Discussion and possible action to approve the Third Amended Interlocal Agreement for the purpose stated.
(Lowell Peterson, City Attorney)

Lowell Peterson, City Attorney described the third amendment to the Agreement is to add Tulsa and Osage Counties, as well as Northeast Oklahoma Enhanced 911 Trust Authority which is comprised of Claremore and Rogers Counties to the Interlocal 911 Board.

Moved by Momodou Ceesay, seconded by Trish Agee

*to approve the Third Amended Interlocal Agreement of the Regional 911 Board as presented.*

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

CARRIED.

6) Discussion and possible action to approve siren replacement at 148th Street/Yukon Ave., and purchase and installation of siren at Saddleback Estates, at an aggregate cost not to exceed $24,964.23.
(Paul Newton, Fire Chief)

Mr. Tillotson presented for approval, replacement of the tornado siren at 148th St. and Yukon Ave. The siren was damaged by lightning and an insurance claim has been submitted. The estimated cost for replacement is $9,975.00 which is above the city manager spending

limit. Further, Council considered the purchase and installation of a new storm siren in Saddleback Estates. The cost associated with this project is $14,989.23.
Mr. Tillotson also took the opportunity to remind the Council and the public that the sirens are *outdoor* warning sirens and may not be heard by persons inside a home or building. Citizens should follow the news stations or weather apps if inside to assure their safety and weather awareness.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to approve the storm siren replacement purchase and installation as presented at a total cost not to exceed $24,964.23.*

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

CARRIED.

7) Discussion and possible action to surplus vehicles listed and authorize City Manager or his designee to conduct sale of surplus property. (Dennis Waller, Police Chief)

Chief Waller presented a list of vehicles which have been retired and taken out of service. Chief requested the Council's approval to surplus vehicles and authorize sale.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

*to authorize vehicles identified on list as surplus and authorize city manager or his designee to offer vehicles for sale.*

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

| | | | | |
|---|---|---|---|---|
| Tim Fox | x | | | |
| | 5 | 0 | 0 | 0 |

CARRIED.

8) Discussion and possible action to approve and accept General Utility Easement dedication from Northeast Oklahoma Church of the Nazarene Advisory Board, Inc.
(Lynn Burrow, Community Development Director)

Mr. Burrow described the purpose as public storm sewer installation related to Phase 1 of the Glen Hills Residential Addition project. He recommended Council approval. Mr. Joseph Kralicek, residing at 1610 E 137th Pl, Glenpool, Oklahoma registered a concern regarding the sanitary sewer line easement on his property, although it is pre-existing and unrelated to the proposed easement dedication presented by Mr. Burrow.

Moved by Brandon Kearns, seconded by Trish Agee

*to approve and accept Easement dedication from Northeast Oklahoma Church of the Nazarene as described.*

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

CARRIED.

9) Discussion and possible action to approve and accept a fifteen foot General Utility Easement from Glenpool Real Estate Investment Partners, LLC, projecting thirty-nine feet from the west boundary of Glen Hills Phase I subdivision plat.
(Lynn Burrow, Community Development Director)

Mr. Burrow described the purpose as public storm sewer installation related to Phase 1 of the Glen Hills Residential Addition project. He recommended Council approval.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee *to approve and accept Easement dedication from Glenpool Real Estate Investment Partners, LLC as described.*

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

CARRIED.

10) Discussion and possible action to approve and accept a fifteen foot General Utility Easement from Glenpool Real Estate Investment Partners, LLC, projecting forty feet from the east boundary of Glen Hills Phase I subdivision plat.
(Lynn Burrow, Community Development Director)

Mr. Burrow described the purpose as public storm sewer installation related to Phase 1 of the Glen Hills Residential Addition project. He recommended Council approval.

Moved by Brandon Kearns, seconded by Trish Agee

*to approve and accept Easement dedication from Glenpool Real Estate Investment Partners, LLC as described.*

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

CARRIED.

11) Discussion and possible action to approve and accept a General Utility Easement from South 75 Business Park, LLC.
(Lynn Burrow, Community Development Director)

Mr. Burrow described the purpose of the Easement was to allow for waterline installation to service Mark Allen Chevrolet Dealership.

Moved by Brandon Kearns, seconded by Trish Agee

*to approve and accept the Easement from South 75 Business Park, LLC as described.*

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

CARRIED.

12) Discussion and possible action to approve and accept a General Utility Easement from TUL Partners, LLC.
(Lynn Burrow, Community Development Director)

Mr. Burrow described the purpose of the Easement was to allow for waterline installation to service Mark Allen Chevrolet Dealership.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

*to approve and accept the Easement from TUL Partners, LLC. as described.*

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

CARRIED.

13) Discussion and possible action to reschedule dates for a City Council

retreat.
(David Tillotson, City Manager)

Mr. Tillotson advised Council of a scheduling conflict which existed for the original dates of May 4-5 and requested Council consideration to reschedule. He suggested three alternative weekends in June.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to reschedule Council Retreat for June 22-23, 2018.*

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

CARRIED.

14) Discussion and possible action to cast a vote for two candidates to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees, three-year terms commencing July 1, 2018.
(David Tillotson, City Manager)

Mr. Tillotson advised the Councilors that two incumbents to the OMAG Board are seeking re-election. He further expressed that we were satisfied with the services provided by OMAG and urged Councilors to re-elect Michael Bailey and Craig Stephenson.

Moved by Brandon Kearns, seconded by Trish Agee

*to cast a vote for Mike Bailey and Craig Stephenson.*

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

| | | | | |
|---|---|---|---|---|
| | 4 | 1 | 0 | 0 |

CARRIED.

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

Mr. Peterson advised that each of the items scheduled should be discussed privately and recommended the Council convene in Executive Session for that purpose.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to convene in Executive Session for the purpose outlined in the agenda item. Councilors exited to the Executive Session chambers at 7:55 p.m.*

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

CARRIED.

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

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

*to reconvene in Regular Session at 8:45 p.m.*

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

CARRIED.

## L) Adjournment

There being no further business the meeting was adjourned at 8:45 p.m.

To: Mayor and Council

From: David Tillotson, City Manager

Date: May 3, 2018

Re: Park User Agreement with Chamber

**Background:**

Last year the City Council instituted a Park User Agreement for the use of Black Gold Park by the Chamber of Commerce for Black Gold Days, specifically due the creation of the proposed Beer Garden during the festival. That agreement was approved by Council; however, the beer garden was cancelled at the last minute because the third-party vendor pulled out of their agreement with the Chamber. The Chamber desires to once again attempt the creation of a Beer Garden during Black Gold Days and has secured a different vendor this year. Chamber Director, Sydney Bland, will be on hand to present the Chamber's request for the Park User Agreement and answer any questions Council may have on the operation and location of this amenity.

**Staff Recommendation:**

Staff recommends approval of the Park User Agreement with the Chamber of Commerce.

**Attachments:**

- Park User Agreement

*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, City Clerk Susan White*
*www.glenpoolonline.com*

**CITY OF GLENPOOL**
**PARK AND RECREATION FACILITY USER AGREEMENT**

**[INCLUDING ALCOHOLIC BEVERAGE SERVICE]**

This Park and Recreation Facility User Agreement ("**Agreement**") is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 ("**City**") and the Glenpool Chamber of Commerce, a qualified 501(c)(3) non-profit organization with its mission to promote business and the general welfare in the City of Glenpool ("**User**").

**Section 1. Grant of User License.** By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as Black Gold Park (the "**Premises**"), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, associated concession stands, storage building, restrooms and any related improvements ("**Facilities**"), as illustrated at **Exhibit A** hereto, for the following:

Dates: June 14-17

Hours: 24 hours each day

Exclusively and solely for sponsoring and/or operating designated activities at a public event known as Black Gold Days (the "**Event**"). This includes but is not limited to the operation of a location designated for the sale of Alcohol, as defined in Section 7 below and illustrated on **Exhibit A** hereto, strictly in accordance with terms and conditions set forth in this Agreement.

**Section 2. Capacity; Crowd Control.** User's best estimate of the number of attendees/guests at the Event on the designated dates and peak hours are as follows:

| Dates | Peak Hours | Anticipated Crowd Size |
|---|---|---|
| June 14 | 3-10 p.m. | 1,000 or less |
| June 15 | 4-11 p.m. | 4,000 |
| June 16 | 2-11 p.m. | 5,000 |
| | | |
| | | |
| | | |

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11:00 p.m. Curfew may be extended by consent of the City Manager or his designee, and for adult use only, to accommodate User's requirements. Minors (under age of 18) will not be allowed on the Premises after 11:00 p.m.

Minors (under the age of 21) will not be allowed at any time in space designated for the sale or other service of alcoholic beverages.

**Section 3. Inclement Weather Cancellations**. The City Manager or designated staff, in consultation with the User, reserves the right to close the Premises and cancel all activities related to the Event when, due to inclement weather or other conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity. The decision of the City as to the necessity of closing shall be solely in its reasonable discretion.

**Section 4. Event Open to Public.** Except as otherwise provided with respect to the service of alcoholic beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no one under the age of 21 years is permitted in designated areas where alcoholic beverages may be served.

**Section 5. Waiver of User Fee.** The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

**Section 6. Closure of On-Site Concession Facility**. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event.

**Section 7. Alcoholic Beverages During Event.** User expects that liquor, low point beer, beer, wine, or other alcoholic beverages ("Alcohol") will be available during the Event ***only*** in the following designated location(s) and at the stated hours:

| Dates | Sale/Service Hours | Designated Location(s) |
|---|---|---|
| June 14 | 4-10:30p. | Park Pavilion |
| June 15 | 4-10:30p. | Park Pavilion |
| June 16 | 12-11p.m | Park Pavilion |
| June 14 | 4-11 p.m. | west gazebo |
| June 15 | 3-11 p.m. | West gazebo |
| June 16 | 12-11 p.m. | West gazebo |

No Alcohol shall be allowed to leave the Premises.
User is responsible to comply, and ensure that its guests comply, with all applicable federal, state and local laws and regulations pertaining to the possession, distribution and consumption of Alcohol in the State of Oklahoma. If Alcohol is to be sold or given away to guests at the Event, such Alcohol shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so.

Prior to the Event, User shall provide to the City a copy of the liquor license(s) and liquor liability insurance certificate(s) for all persons or organizations that will sell or give away Alcohol ("**Vendor(s)**"). User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in any way related to use of the Premises by persons consuming Alcohol.

**** NOTE: User must complete and submit the alcoholic license application at Exhibit B to this Agreement.**

**Section 8. Term of Agreement**. This Agreement shall commence and be effective on, and during, the dates and times designated in Section 1 (the "**Term**") unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by the City.

**Section 9. Restrictions on Alteration of Premises**. Premises shall at all times remain property of the City and may not be modified, altered, defaced or destroyed without the prior written permission of City. Further, no permanent improvements, structures or fixtures of any kind may be built or brought upon said Premises without the prior written permission of the City and in accordance with terms and conditions to be recorded by separate agreement: ***provided that*** the parties agree that certain equipment, rides, games and other temporary facilities related to the Event's purposes may be brought onto the Premises without any further agreement being necessary.

**Section 10. No Warranty by City**. User represents that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. User assumes all risk and liability of using the Premises for its stated purposes.

**Section 11. Cleanup**. After each daily use of Premises, or more often as reasonably necessary, User shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures, and deposit the same in trash cans or commercial dumpsters provided by City prior to the Event. If User provides additional commercial dumpsters for use during the Event, User shall be responsible for all fees associated with the additional dumpsters and shall remove them at the conclusion of the Event. User must obtain prior approval of City before providing additional dumpsters. Failure to clean up to the reasonable satisfaction of City will result in a ban from future uses and may result in a claim for damages or prosecution of a misdemeanor, depending on severity.

**Section 12. User to Provide Traffic and Parking Control**. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas.

**Section 13. City Retains Right of Entry and Inspection**. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

**Section 14. Reimbursement to City for Certain Maintenance and Repairs**. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property on, fixtures attached to, or any other City-owned or maintained improvements on the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' activities. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

**Section 15. City to Provide Utilities**. City shall provide all utilities needed and used by User upon the Premises without cost to User**.**

**Section 16. Indemnification of the City**. As partial consideration for this Agreement, User agrees to indemnify, defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of Premises, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or failure to perform the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act.

**Section 17. Prompt Notice to City of Serious Bodily Injury or Potential Altercation**. User shall provide City with prompt written notice of any serious injuries (serious injuries include ***all*** injuries that require medical treatment), written or oral complaints received, actual or anticipated disputes with, or claims by, any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

**Section 18. Insurance Required**. Without limiting City's right to indemnification, User, its contractors, subcontractors and vendors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event and as attached hereto at **Exhibit C**. User, or Event vendors, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool as additional insured. Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired and non-owned vehicles connected in any way with the Event.

**Section 19. Termination**. User may terminate this Agreement for any reason upon giving City prior written notice or by abandoning the Premises (not using the park during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User. Termination of this Agreement shall not terminate User's liability for any losses that have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

**Section 20. Termination upon Substantial or Total Destruction of Premises**. In the event of substantial or complete destruction of Premises, from any cause whatsoever, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

**Section 21. Agreement to be Construed Under Oklahoma Law**. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his designee and User.

**Section 22. Notice**. 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, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

**Section 23. Entirety of Agreement**. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

**Section 24. Severability**. If any 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.

**Section 25. Amendment of Agreement**. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

**GLENPOOL CHAMBER OF COMMERCE,**
**USER**

By: Sydney L. Bland ______ 3 May 2018 ______
(Name of User's Authorized Representative) Date

12205 S. Yukon Ave., Glenpool, OK 74033
(Address and Telephone Contact for User)

**VERIFICATION**

State of Oklahoma )
)
County of Tulsa )

Before me, a notary public, on this 3 day of May, 2018, appeared Sydney L. Bland [name] known to me to be the Executive Director [title] of the Glenpool Chamber of Commerce and to be the identical person who executed the foregoing Agreement, 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:
2-17-2020

Gina R Simmons
Notary Public

GINA R SIMMONS
Notary Public, State of Oklahoma
Commission # 16001662
My Commission Expires February 17, 2020

**CITY OF GLENPOOL, OKLAHOMA,**
**PARK OWNER**

By: ______________________________ ______________________
Timothy Lee Fox, Mayor Date: ______________________

ATTESTED:

SEAL

______________________________

______________________________
Susan White, City Clerk

APPROVED AS TO FORM:

______________________________
Lowell Peterson, City Attorney

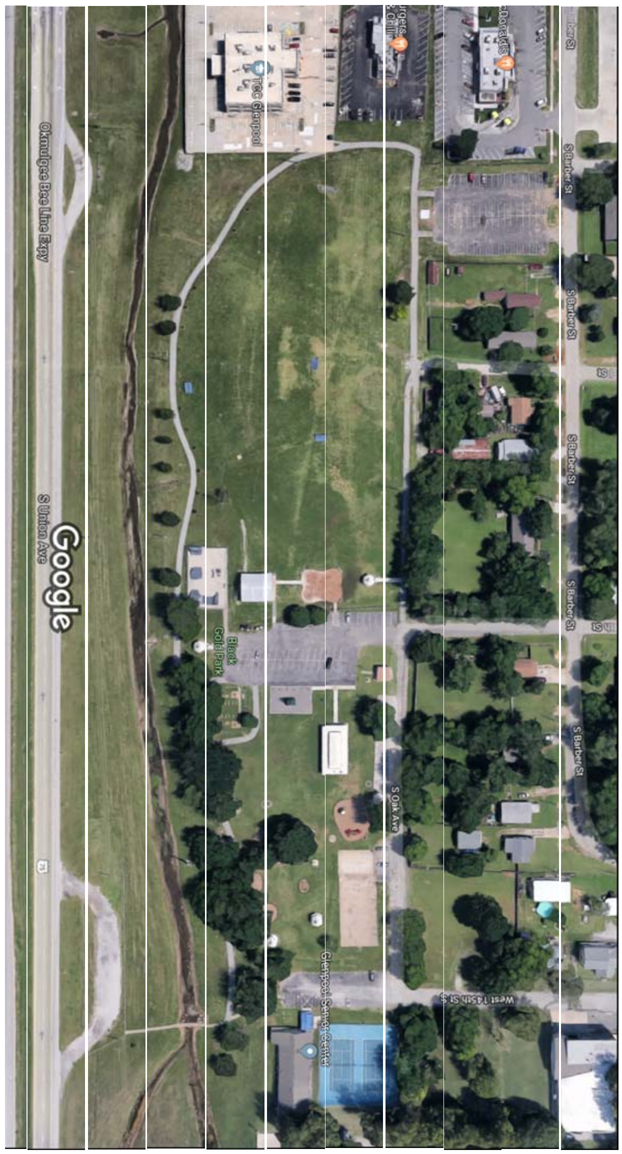
**Exhibits**

**A – Graphic Depiction of Location for Proposed Beer Garden (site of Alcohol sales/service)**

**B – Application for Alcoholic Beverage dispenser license required for dispensation of low point beer, beer, wine or alcohol.**

**C – Insurance Certificates required by Section 18**

Exhibit A



Okmulgee Bee Line Expy
S Union Ave
Google
S Oak Ave
S Barber St

**EXHIBIT B**

**Glenpool Black Gold Park Request and Permit for Alcoholic Beverage Service**

**In keeping with City of Glenpool policy for service of Alcohol in any Glenpool park or recreational facility, and all applicable legal requirements, please complete the form below to request approval for service of Alcohol by** Freddie's Steak House **[name of Vendor(s) serving Alcohol on the Premises and during the Event, as those and all capitalized terms are defined in the Agreement to which this Exhibit B is attached and incorporated].**

**User and Vendor(s) acknowledge and agree with the City of Glenpool that User is the Sponsor of the Event at which Alcohol will be served by Vendor(s) and, as such, assumes liability for compliance with the terms of said Agreement by itself and Vendor(s).**

**User/Sponsor of the Event acknowledges and agrees that the service of Alcohol during the Event shall be limited exclusively to that portion of the Premises designated and shown on Exhibit A as the "Beer Garden."**

Information:

Name of Event: Black Gold Days

Dates of Event: June 14-16

Dates/Times of Alcohol Beverage Service: noon - 11 p.m.

Describe Facility in which Alcohol Service will occur: Pavilion located in Black Gold Park, 9 W. 145 St., Glenpool

Type(s) of Alcoholic Beverages to be Served:

______ Low Point Beer

✓ Beer (more than 3.2% ABV)

______ Mixed Beverages (Liquor)

______ Wine/Champagne

Additional Comments or Requests: Wine samples (of no more than one ounce) will be given to those pondering a wine purchase from the Diamond Head Winery gazebo during festival hours.

Event Contact* Name: SYDNEY BLAND

Phone: 918/322-3505

***Contact will be responsible for all obligations of the User and Vendor(s) under the Parks and Recreational Facility User Agreement.***

Contact information to confirm that a licensed and insured bartender/service will be utilized by the Vendor:

Name: Sydney Bland

Phone: (918) 322-3505

Agreement:

I, the undersigned, have read and agree to abide by the following policies for the service of alcoholic beverages at Black Gold Park in the City of Glenpool:

I take responsibility for the following, or I am duly authorized to commit the User to take responsibility for ensuring that:

- Alcohol will be served only by a licensed and insured bartender provided by the Sponsor of the Event or its Vendor(s).
- No one under the age of 21 will have access to any area or the opportunity, or under any circumstances be allowed, to consume alcoholic beverages.
- No one will become disorderly. Any person who does become disorderly will be requested to leave the Event once safe transport has been assured. If such person resists, police may be called.
- No one will be allowed to leave Black Gold Park with an alcoholic beverage or be allowed to drive a vehicle in an inebriated condition.
- The bartender/catering service will provide the Glenpool City Manager, City Clerk or designee of either with a valid copy of license and insurance before Alcohol may be served.
- No alcoholic beverages will be consumed in the parking area(s) of Black Gold Park.
- No alcoholic beverages will be brought in by guests or any party other than the licensed caterer, or qualified bartending service.
- No alcoholic beverages will be allowed anywhere on the grounds of Black Gold Park other than those covered by this Agreement (the "Beer Garden").

I understand and agree that any violation of the foregoing policies may result in immediate termination of the service of Alcohol at the "Beer Garden" or the Event; demand for evacuation of the Premises without any refund of payments made; ejection from Black Gold Park of the offending individual(s); additional charges to the Event User/Sponsor; and/or prosecution under the law.

Sydney L. Bland
Signature of User or Authorized Representative of User

4 May 2018
Date

**BARTENDER OR CATERING SERVICE LICENSES**
**TO BE ATTACHED**

**PERMIT**

**ISSUED FOR:**

OKLAHOMA STATE DEPARTMENT OF HEALTH
1000 NORTHEAST 10TH STREET
OKLAHOMA CITY, OKLAHOMA 73117-1299
(405) 271-5243

**FACILITY NUMBER**
**49 - 95175**

45 P FOOD MANUFACTURERS LICENSE/BOTTLING
DIAMOND HEAD WINE
79 SOUTHRIDGE CT
PRYOR, OK 74361

| RECEIPT NUMBER | FEE |
| --- | --- |
| 3901482 | $250.00 |

**PERMIT MUST BE POSTED**

DATE ISSUED 3/27/2017
EXPIRATION DATE: 3/27/2018

FACILITY NAME:

DIAMOND HEAD WINE
79 SOUTHRIDGE CT
PRYOR, OK 74361

**PERMIT NOT TRANSFERABLE**

OWNER/LESSEE NAME:
CLYDE MICKLE

Terry Cline, Ph.D.
Commissioner

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

EXPIRES: 04/23/18

LICENSE NO. OKW 602725
EFFECTIVE 04/23/2017
LICENSE FEE $75.00

STATE OF OKLAHOMA

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

ISSUED TO: DIAMONDHEAD WINE LLC
PREMISE: 87 SOUTHRIDGE COURT
PRYOR, OK 74361

MAILING: 79 SOUTHRIDGE COURT
PRYOR, OK 74361

A. Keith Burt
DIRECTOR

DIAMONDHEAD WINE LLC

THIS IS TO CERTIFY THAT

EDmonD Slyman

HAS COMPLIED WITH HEALTH DEPARTMENT
STANDARDS FOR A FOOD HANDLERS PERMIT

EXPIRES 11-1-2020

*Aaron Patrick #1759*
PUBLIC HEALTH SPECIALIST
**CREEK COUNTY HEALTH DEPARTMENT**
Creating a State of Health

THIS IS TO CERTIFY THAT

Stephanie Pitman

HAS COMPLIED WITH HEALTH DEPARTMENT
STANDARDS FOR A FOOD HANDLERS PERMIT

EXPIRES 11-1-2020

*Aaron Patrick #1759*
PUBLIC HEALTH SPECIALIST
**CREEK COUNTY HEALTH DEPARTMENT**
Creating a State of Health

THIS IS TO CERTIFY THAT

Dawa Alcorn

HAS COMPLIED WITH HEALTH DEPARTMENT
STANDARDS FOR A FOOD HANDLERS PERMIT

EXPIRES 11-1-2020

*Aaron Patrick #1759*
PUBLIC HEALTH SPECIALIST
**CREEK COUNTY HEALTH DEPARTMENT**
Creating a State of Health

## Oklahoma ABLE Commission License

ISSUED TO: **PITMAN STEPHANIE**
ADDRESS: **5174 S 34TH W AVE**
**TULSA OK 74107**

TYPE OF LICENSE: **Alcohol Beverage - Employee**
EFFECTIVE DATE: **06/30/2017**
TRANSACTION ID: **41545804**
LICENSE NUMBER: **751074**
EXPIRATION DATE: **06/29/2019**
LICENSE FEE: **$30.00**

A. Keith Burt

**A. Keith Burt**
Director

**STATE OF OKLAHOMA**

Notice to Employee/Employer:
**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE.**

## Oklahoma ABLE Commission License Information

LICENSEE NAME: PITMAN STEPHANIE
TYPE OF LICENSE: ALCOHOL BEVERAGE - EMPLOYEE
EFFECTIVE DATE: 06/30/2017
LICENSE NUMBER: 751074
EXPIRATION DATE: 06/29/2019

**A. Keith Burt**
Director

## Oklahoma ABLE Commission License

ISSUED TO: SLYMAN EDMOND
ADDRESS: 8 WEDGEWOOD DR
BRISTOW OK 74010

TYPE OF LICENSE: Alcohol Beverage - Employee
EFFECTIVE DATE: 01/26/2017
TRANSACTION ID: 39169226
LICENSE NUMBER: 681112
EXPIRATION DATE: 01/25/2019
LICENSE FEE: $30.00

A. Keith Burt

A. Keith Burt
Director

**STATE OF OKLAHOMA**

Notice to Employee/Employer:
**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE.**

## Oklahoma ABLE Commission License Information

LICENSEE NAME: SLYMAN EDMOND
TYPE OF LICENSE: ALCOHOL BEVERAGE - EMPLOYEE
EFFECTIVE DATE: 01/26/2017
LICENSE NUMBER: 681112
EXPIRATION DATE: 01/25/2019

A. Keith Burt
Director

## Oklahoma ABLE Commission License

ISSUED TO: ALCORN DAVA
ADDRESS: 8104 GREENDALE ROAD
TULSA OK 74131

TYPE OF LICENSE: Alcohol Beverage - Employee
EFFECTIVE DATE: 10/07/2016
TRANSACTION ID: 37728518
LICENSE NUMBER: 731074
EXPIRATION DATE: 10/06/2018
LICENSE FEE: $30.00

A. Keith Burt

A. Keith Burt
Director

**STATE OF OKLAHOMA**

Notice to Employee/Employer:
**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE.**

## Oklahoma ABLE Commission License Information

LICENSEE NAME: ALCORN DAVA
TYPE OF LICENSE: ALCOHOL BEVERAGE - EMPLOYEE
EFFECTIVE DATE: 10/07/2016
LICENSE NUMBER: 731074
EXPIRATION DATE: 10/06/2018

A. Keith Burt
Director

# Oklahoma Tax Commission

www.tax.ok.gov

Date Issued: April 20, 2016
Letter ID: L1745014912
Taxpayer ID: **-***1882

HOYAK LTD
PO BOX 904
SAPULPA OK 74067-0904

TRO

**Licenses/Permits at this Location**
SALES TAX PERMIT
LOW POINT BEER: DRAFT, BOTTLE & CAN LICENSE - 1 dispensing location
MIXED BEVERAGE/CATERER LICENSE

**County** CREEK COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at www.tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

**Sales Account ID**
STS-10102077-05

**Site Permit Number**
847413248

| Business Location | Industry Code | City Code | Site Effective | Expires |
|---|---|---|---|---|
| FREDDIE'S BBQ & STEAKHOUSE<br>4425 NEW SAPULPA RD<br>SAPULPA OK 74066-2439 | 722110<br>711110 | 1931 | May 20, 1986 | May 20, 2019 |

**PLEASE POST IN CONSPICUOUS PLACE**

Steve Burrage, Chairman
Dawn Cash, Vice-Chairman
Thomas Kemp Jr. Secretary-

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

## ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

EXPIRES: 06-24-18

LICENSE NO. CMB 055452
EFFECTIVE 06/25/2017
LICENSE FEE $1250.00

STATE OF OKLAHOMA

ISSUED TO: FREDDIE'S BAR-B-QUE
PREMISE: 1425 NEW SAPULPA ROAD
SAPULPA, OK 74066

MAILING: PO BOX 904
SAPULPA, OK 74057

HOYAK LTD

A. Keith Burt
DIRECTOR

**EXHIBIT C**

**INSURANCE CERTIFICATES**

Philadelphia Insurance Companies
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

# PROPOSAL FOR INSURANCE

**Proposal Number:**337599

**Proposal Date:** 05/03/2018

**Named Insured and Mailing Address:**
Glenpool Chamber of Commerce
PO Box 767
Glenpool, OK 74033

**Producer:** Tedford & Associates, LLC
PO Box 1050
Jenks, OK 740371050
**Contact:**
**Agency Number:** 4584
**Phone:** 918-2992345

**Insurer:** Philadelphia Indemnity Insurance Company

**Underwriter:** Michael Sharkansky

**Policy Period From:** 06/14/2018 **To:** 06/18/2018

**Proposal Valid Until:** 06/02/2018 at 12:01 A.M. Standard Time at your mailing address shown above

**Product:** Special Events **Submission Type:** New Business

**Commission 10%**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | **PREMIUM** |
|---|---|
| **Commercial General Liability Coverage Part** | **$825.00** |

| | |
|---|---|
| The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of: | **$3.00** |
| **TOTAL** | **$828.00** |

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

**Proposal Date:** 05/03/2018
**Named Insured:** Glenpool Chamber of Commerce
**Proposal Number:** 337599

**The premium shown is subject to the following terms and conditions:**

**PAYMENT/ BINDING INSTRUCTIONS**

*Through the portal*

**1. Log into the special events portal**
**2. Search for the customer (by name or quote number)**
**3. Click the "Applications" tab**
**4. Click the "Pay" button next to your quote***

**Broker OR Insured Payment Instructions**

**By clicking here: https://cphportal.com/Payment/Phly either the agent or the insured can make payment with a credit card.**

*Calling PHLY Customer Service*

**If, for some reason, you cannot access any of the payment alternatives above, please call PHLY Customer Service at 877.438.7459**

NOTE: If additional insured status was requested, PI-AS-010, ADDITIONAL INSURED: OWNERS AND/OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS is attached to your proposal.

NOTE: If an entity requires a certificate of insurance, it is incumbent upon the insurance agent to issue the certificate for that specific entity.

NOTE: Coverages outlined in this proposal are extent of coverages offered. If this risk was quoted by an underwriter, request for additional coverages must be sent (via email) to the underwriter so that they can be reviewed/approved.

NOTE: Coverage is limited to events listed on the schedule of events (PI-AS-005).

NOTE: Medical Payments coverage is excluded and is not available (CG 21 35).

NOTE: Please note that we have added form PI-AS-013 (Exclusionary form) as we are not in a market for any of the following: Mechanical devices (Roller Coasters & Ferris Wheels), Rock Climbing Wall, Moon Bounces (any and all inflatable devices). Please refer to endorsement for complete list of exclusions.*

NOTE: Pyro-technicians/fireworks exclusion is attached (PI-AS-006).*

NOTE: Please note that this coverage excludes bodily injury to performers (PI-AS-007).*

NOTE: Abuse or molestation is excluded from this policy.*

Coverages outlined in this proposal are extent of coverages offered. Request for additional coverages must be reviewed and approved by home office underwriting. This proposal may not be altered in any way.

*Unless specifically amended by Endorsement

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

**Proposal Date:** 05/03/2018
**Proposal Number:** 337599

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

Signature of Authorized Insurance Representative

Date

**Philadelphia Indemnity Insurance Company**

**Locations Schedule**

**Proposal Number:** 337599

| Prems. No. | Bldg. No. | Address |
|---|---|---|
| 0001 | 0001 | 95 W 145th ST,<br>Glenpool, OK 74033 |

## Philadelphia Indemnity Insurance Company

## Form Schedule – Policy

Proposal Number: 337599

### Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

| Form | Edition | Description |
|---|---|---|
| BJP1901 | 1298 | Commercial Lines Policy Jacket |
| PP2015 | 0615 | Privacy Policy Notice |
| CPDPIIC | 0614 | Common Policy Declarations |
| Location Schedule | 0100 | Location Schedule |
| PICME1 | 1009 | Crisis Management Enhancement Endorsement |
| IL0021 | 0908 | Nuclear Energy Liability Exclusion Endorsement |
| IL0017 | 1198 | Common Policy Conditions |

Philadelphia Indemnity Insurance Company

## Form Schedule – General Liability

Proposal Number: 337599

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

| Form | Edition | Description |
|---|---|---|
| Gen Liab Dec | 1004 | Commercial General Liability Coverage Part Declaration |
| Gen Liab Schedule | 0100 | General Liability Schedule |
| CG0001 | 0413 | Commercial General Liability Coverage Form |
| CG2100 | 0798 | Exclusion - All Hazards in Connection With Designated Premises |
| CG2101 | 1185 | Exclusion - Athletic or Sports Participants |
| CG2106 | 0514 | Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception |
| CG2116 | 0413 | Exclusion - Designated Professional Services |
| CG2135 | 1001 | Exclusion - Coverage C - Medical Payments |
| CG2147 | 1207 | Employment-Related Practices Exclusion |
| CG2153 | 0196 | Exclusion - Designated Ongoing Operations |
| CG2167 | 1204 | Fungi or Bacteria Exclusion |
| CG2170 | 0115 | Cap on Losses from Certified Acts of Terrorism |
| CG2401 | 1204 | Non-Binding Arbitration |
| PIAS005 | 1113 | Limitation of Coverage to a Specified Event and Event Date |
| PIAS006 | 0404 | Exclusion - Pyrotechnicians/Fireworks |
| PIAS007 | 0404 | Exclusion - Performer(s) |
| PIAS010 | 0404 | Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters |
| PIAS013 | 0404 | Exclusion - Miscellaneous Activities and Devices |
| PIAS014 | 0804 | Earned Premium Endorsement (Fully Earned Premium) |
| PIGL001 | 0894 | Exclusion - Lead Liability |
| PIGL002 | 0894 | Exclusion - Asbestos Liability |
| PISAM006 | 0117 | Abuse or Molestation Exclusion |
| PISE006 | 1111 | Exclusion - Assault or Battery |

## Philadelphia Indemnity Insurance Company

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Proposal Number: 337599

Agent # 4584

See Supplemental Schedule

**LIMITS OF INSURANCE**

| | | |
|---|---|---|
| $ | 3,000,000 | General Aggregate Limit (Other Than Products – Completed Operations) |
| $ | 3,000,000 | Products/Completed Operations Aggregate Limit (Any One Person Or Organization) |
| $ | 1,000,000 | Personal and Advertising Injury Limit |
| $ | 1,000,000 | Each Occurrence Limit |
| $ | 100,000 | Rented To You Limit |
| $ | 0 | Medical Expense Limit (Any One Person) |

**FORM OF BUSINESS:** Non Profit Organization

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:** This policy is not subject to premium audit.

| Classifications | Code No. | Premium Basis | Rates | | Advanced Premiums | |
|---|---|---|---|---|---|---|
| | | | Prem./Ops. | Prod./Comp. Ops. | Prem./Ops | Prod./Comp. Ops. |
| **SEE SCHEDULE ATTACHED** | | | | | | |
| **TOTAL PREMIUM FOR THIS COVERAGE PART:** | | | | | $825.00 | $ |

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: ____________________________

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

Countersignature Date

Authorized Representative

## Philadelphia Indemnity Insurance Company

# COMMERCIAL GENERAL LIABILITY COVERAGE PART
## SUPPLEMENTAL SCHEDULE

Proposal Number: 337599

| Classifications | Code No. | Premium Basis | Rates | | Advance Premiums | |
|---|---|---|---|---|---|---|
| | | | Prem./Ops. | Prod./Comp. Ops. | Prem./Ops. | Prod./Comp. Ops. |
| PREM NO. 001 | | | | | | |
| OK ATTENDEES | 63218 | 5000 ATTENDANT | $ 0.15 | | $ 750.00 | |
| ADDITIONAL INSURED | | For the City | | | $ 75.00 | |
| EVENT PREMIUM | | | | | $ 750.00 | |
| TOTAL PREMIUM | | | | | $ 828.00 | |

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

**Taxes, Surcharges, and Fees Notice**

*Note:  The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location.  Please contact a PHLY representative if you have any questions.

PROPOSAL NUMBER: 337599

**COMMERCIAL GENERAL LIABILITY**
**CG 21 00 07 98**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| | |
|---|---|
| **Description And Location Of Premises:** | All operations except those arising out of premises located at City of Glenpool -Black Gold Days, 95 W 145th ST, Glenpool, OK 74033 |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



The following exclusion is added to Paragraph **2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

**1.** The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

**2.** Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

**3.** Goods or products manufactured at or distributed from those premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Description of Operations:** Any and all athletic or sports participants.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

| Description Of Professional Services |
|---|
| **1.** Any and all professional services. |
| **2.** |
| **3.** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.



This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Description And Location Of Premises Or Classification:**<br>Any and all medical payments. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



With respect to any premises or classification shown in the Schedule:

**1.** Section **I** – Coverage **C** – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

**2.** The following is added to Section **I** – Supplementary Payments:

**h.** Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

PROPOSAL NUMBER: 337599

**COMMERCIAL GENERAL LIABILITY**
**CG 21 53 01 96**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description of Designated Ongoing Operation(s):**

Any and all claims related to and arising from animals, balloon rides, bus/shuttle services, demolition derbies, bonfires, motorcycle rides/rallies, beer & liquor tasting, tractor pulls, power lifts/cranes are excluded

**Specified Location (If Applicable):**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

PI-AS-005 (11/13)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# LIMITATION OF COVERAGE TO A SPECIFIED EVENT AND EVENT DATE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILTIY COVERAGE PART**

This insurance applies to “bodily injury”, “property damage” or “personal and advertising injury” occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

| | Specified Event Dates | |
|---|---|---|
| Specified Event | Start Date | Finish Date |
| Carnivals | 06/14/2018 | 06/18/2018 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – PYROTECHNICIANS/FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily Injury", "property damage", "personal and advertising injury" or medical expense arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – PERFORMER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily Injury" to any person while performing in any exhibition, demonstration, or special event sponsored by you.

PI-AS-010 (04/2004)

**<u>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY</u>**

## ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
    a. This insurance applies only to an “occurrence” which takes place while you are a tenant in the premises;
    b. This insurance does not apply to “bodily injury” or “property damage” resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
    c. This insurance does not apply to liability of the owners and / or lessors for “bodily injury” or “property damage” arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

    With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
    a. This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

3. Sponsors

4. Co-Promoters

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – MISCELLANEOUS ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Each exclusion indicated by an "X" is added to the policy:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury":

__X__ Inverted Aerial Maneuver

Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:

1. Built by you or on your behalf; or
2. Built on your premises with your permission or knowledge.

__X__ Amusement Device

Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device.

For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.



__X__ Bungee

Arising out of the ownership, operation, maintenance, supervision, or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

__X__ Trampoline

Arising out of the ownership, operation, maintenance, supervison, or use of any trampoline whether owned, operated, maintained or used by you, any other insured or any other person or entity.

For purposes of this exclusion, trampoline includes any rebounding device except those which are four feet or less in diameter and whose surface is no more than two feet above floor level.

__X__ Grass Skiing

Arising out of grass skiing.

__X__ Animals

Arising out of injury or death to any animal.

__X__ Object Propelled

Arising out of any object propelled, whether intentionally or unintentionally, into a crowd by or at the direction of a "participant" or insured.

__X__ "Participant"

Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

__X__ Rodeo
Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

_____ Concert
Arising out of a concert, show, or theatrical event.

__X__ Performer
Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

**DEFINITION OF PARTICIPANT**
For purposes of this endorsement, participant means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition.

PI-AS-014-OK (08/2004)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EARNED PREMIUM ENDORSEMENT (FULLY EARNED PREMIUM)

**This endorsement modifies Insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**LIQUOR LIABILITY COVERAGE PART**

**Option 1 or 2 must be completed:**

**OPTION 1:**

Premium fully earned at inception: $828.00 or 100%

Balance earned: 06/14/2018
(indicate when 100% of premium is earned)

Total Premium: $828.00

---



**OPTION 2:**

Premium is fully earned as follows:

Total Policy Premium is fully earned in the event of cancellation prior to: ____________________
(date)

Total Policy Premium is fully earned in the event of cancellation after: ____________________
(date)

PI-GL-001(8/94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:

   a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;

   b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

   Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.

2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.

3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:

   (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or

   (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.



The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or "suit," injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2. Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to any injury sustained by any person arising out of or resulting from the alleged, actual or threatened abuse or molestation by anyone.

We shall not have any duty to defend any "suit" against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, actual or threatened including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

**1.** Hiring, placement, employment, training;

**2.** Investigation;

**3.** Supervision;

**4.** Reporting any molestation or abuse to the proper authorities, or failure to so report; or

**5.** Retention;

of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced with the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage":

**(1)** Expected or intended from the standpoint of any insured; or

**(2)** Arising out of an assault or battery, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an assault or battery, committed by any insured or an "employee" or agent of the insured.

Login

# Policy Successfully Processed

## Payment Completed Successfully

Policy Number: EV30894

Thank you for choosing us. We hope you will keep us in mind for future events. A copy of your policy documents will be e-mailed to you.

City Of Glenpool
Creating Opportunity

## MEMORANDUM

**TO:** HONORABLE MAYOR and CITY COUNCIL

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

**RE:** CITY OWNED VEHICLE AND EQUIPMENT SURPLUS DECLARATION

**DATE:** MAY 7, 2018

### BACKGROUND

This item is for Council consideration and action regarding a request to declare certain City owned vehicles and equipment as surplus thus allowing the sale and/or disposal of same. The attached listing identifies the specific property as being surplus. As noted, the list includes autos, trucks, mowing equipment, and several other types of equipment – all of which are not in running or useable condition. All items listed have not been in the City's inventory of useable everyday equipment for varying lengths of time. The goal is to list these items, along with the vehicles recently declared surplus by the Public Safety Department, on several websites that advertise this type of 'used' municipal equipment in an effort to quickly dispose of as much of the existing inventory as possible. Any remaining items will be sold to one or more salvage companies.

### Staff Recommendation:

Staff recommends Council declare the attached list of vehicles and equipment as surplus and grant approval to liquidate all such surplus items via public sale and/or salvage.

### Attachments:

A. Current Public Works Department Surplus Vehicle & Equipment List

City Of Glenpool

Creating Opportunity

5-1-2018 List of Surplus Vehicles and Equipment

| | | |
|---|---|---|
| 1999 Dodge Ram 2500 Van | Vin# 2B4JB25YXK500962 | Does Run |
| 1998 Chevy Caprice | Vin# 1G1BL5377PR133264 | Does Not Run |
| 1999 Dodge Ram 1500 Pickup | Vin# 3B7HC1323XM595590 | Does Not Run |
| 2003 Chevy S10 Pickup | Vin# 1GCCS19X638220908 | Does Not Run |
| 2003 Chevy S10 Pickup | Vin# 1GCCS19X738217239 | Does Not Run |
| 1998 Ford Ranger Pickup | Vin# 1FTCR14X9VPA78718 | Does Not Run |
| 1995 Ford F-350 Pickup | Vin# 1FDKF37F8SEA56871 | Does Not Run |
| 2005 Gmc G-8500 Dump truck | Vin# 1GDP8C1315F524341 | Does Not Run |
| 1989 Case 450C Dozer | Vin# 3078441 | Does Not Run |
| 1995 Case 580 SK Backhoe | Vin# JA80031208 | Does Run |
| 74" Dixie Chopper | Vin# 8082583 | Does Not Run |
| 60" Dixie Chopper | Vin# 5052283 | Does Not Run |

**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, City Clerk Susan White*

*www.glenpoolonline.com*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Streets & Parks


9312
MEDICAL FIRST RESPONDER


case
580 Super K


Glenpool


City Of
Glenpool


CASE
ONLY


C8500
Glenpool
20525

City Of
# Glenpool
*Creating Opportunity*

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director

Date: May 07, 2018

Subject: FY-2018 Audit Engagement and Compilation Engagement Letters

Background:

The City has engaged the firm of Arledge & Associates to conduct an annual Financial and Compliance Audit for the Fiscal Year Ending June 30, 2018. We have received two engagement letters from Arledge. The Audit Engagement letter states the Scope of Services, Audit Objectives, Audit Procedures – General, Audit Procedures – Internal Controls, Audit Procedures – Compliance, Other Services, Management Responsibilities, Administration, Fees and Other items. The Audit Compilation Letter gives Arledge permission to provide expertise to assist the City in the presentation of the financial statements, including compiling the report to submit to the State Auditor. Fees for the audit services are $24,200. The cost of the audit is split between the City and GUSA, and is budgeted in the General Fund General Government department, account 01-6-01-6236, and in the GUSA Fund in the Water and Sewer department, account 02-6-16-6236.

Staff Recommendation:

The Audit Engagement letter is a standard letter that is required prior to fiscal year end to properly engage the audit firm for the financial and compliance audit which is required for the City. The Compilation Engagement Letter is also a standard letter that allows the audit firm to compile statements in a format necessary to submit to the State Auditor. I recommend the council accept both letters and direct the Mayor to sign on behalf of the City government, and authorize the Finance Director to sign the letters on behalf of Management.

Attachments:

1. FY-2018 Audit Engagement Letter
2. FY-2018 Compilation Engagement Letter

*12205 S. Yukon, Glenpool, OK 74033 • OFFICE: 918-209-4628 FAX: 918-209-4626*
*Mayor: Timothy Fox • Vice-Mayor: Momodou Ceesay • Councilors: Patricia Agee, Brandon Kearns and Jacqueline Lund*
*City Manager: Roger Kolman • City Clerk: Susan White*
*www.glenpoolonline.com*

Arledge & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

**FY-2018 Audit Engagement Letter**

May 1, 2018

To the Governance and Management of the City of Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Glenpool, Oklahoma (the "City") for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis;
2) Budgetary Comparison Information;
3) Pension Plan Fund Schedules; and
4) OPEB Plan Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards;
2) Combining Schedules; and
3) Fiscal Year 2018 Operating Report.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards

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generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing board of the City of Glenpool, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Other Services**

We will also assist, as needed and requested by the City, in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and. signing the reports or authorizing another individual to sign them.

Our fee for these services will be $24,200. This fee includes miscellaneous charges, such as travel, meals, and copies. Additional services are available for assistance in preparing the City's financial statements at a flat hourly rate of $135 up to 40 hours. Should the preparation of the City's financial statements require more than 40 hours, we will provide the City with a status update and request approval from the City for any additional costs believed to be needed in the completion of the financial statements. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is based on the assumption the City did not have any significant expenditures of federal awards that would require a single audit engagement. If additional time is necessary due to a single audit engagement, or for other unanticipated reasons, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed prices for the services entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional services will be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.

**Cost of Consequential Damages**

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Glenpool, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: __________________________

Title: ________________________________________

Date: ________________________________________

Governance signature: __________________________

Title: ________________________________________

Date: ________________________________________

Arledge & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

**FY-2018 COMPILATION ENGAGEMENT LETTER**

May 1, 2018

To the Governance and Management of the City of Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the City of Glenpool, Oklahoma for the year ended June 30, 2018.

We will prepare the Annual Survey of City and Town Finances ("Annual Survey") of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2018, and perform a compilation engagement with respect to that form.

**Our Responsibilities**

The objective of our engagement is to:

1) Assist you in presenting the Annual Survey in accordance with the format prescribed by the Office of the State Auditor & Inspector (SA&I) of the State of Oklahoma from information provided by you, and
2) Apply accounting and financial reporting expertise to assist you in the presentation of financial schedules without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial schedules in order for the statements to be in conformity with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the Annual Survey in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and assist you in the presentation of the schedules in accordance with the requirements of the SA&I of the State of Oklahoma.

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

309 N. Bryant Ave. • Edmond, OK 73034 • 405.348.0615 • Fax 405.348.0931 • www.jmacpas.com
Member of AICPA and OSCPA

1) The preparation and fair presentation of financial schedules in accordance with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma.
2) The preparation and fair presentation of the Annual Survey in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma.
3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial schedules.
4) The prevention and detection of fraud.
5) To ensure that the City complies with the laws and regulations applicable to its activities.
6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7) To provide us with—
    - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
    - additional information that we may request from you for the purpose of the compilation engagement.
    - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

**Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the Annual Survey of City and Town Finances and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them. If, for any reason, we are unable to complete the compilation of your schedules, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the Annual Survey is presented in a prescribed form in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing the Annual Survey that indicates we have performed a compilation engagement on such financial statements and, prior to inclusion to the report, to ask our permission to do so.

**Other Relevant Information**

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are included in the FY-2018 Audit Engagement Letter, dated May 1, 2018.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: ___________________________

Title: ___________________________________________

Date: ___________________________________________

Governance signature: ___________________________

Title: ___________________________________________

Date: ___________________________________________

Glenpool Industrial Authority

To: City of Glenpool, Mayor and City Council
Glenpool Utility Services Authority, Chair and Board of Trustees

From: Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services Authority

Date: May 7, 2018

Subject: Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10(f) of Settlement Agreement)

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Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, the Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Sec. 10 of the Agreement requires the Independent Accountant's Audit Report to be completed within 90 days of the close of the Auditable Period. The Audit Report for FY 2016-2017 was dated September 7, 2017, approximately 67 days following the end of the Auditable Period, and was presented by Ms. Anne Elfrink, CPA, to the Creek-2 Board of Directors on September 12, 2017, and to the Glenpool Council and Board of Trustees on October 16, 2017.

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of submission in which to put the non-compliant party on notice of potential default. Any such notices, to be effective, must have been communicated by no later than January 15, 2018. If the non-compliant party corrects any actual deficiencies within 90 days following the notice, then the Settlement Agreement continues to direct the relationship of the parties. Any potential claims or disputes that are not noticed by either party to the other within 90 days following submission of the Audit Report are forever waived.

Essential terms of the Settlement Agreement that are audited include:

- Whether Glenpool has accurately reported all new water customer connections within the "Permissive Area" and paid to Creek-2 the corresponding Meter Connection Fees in the initial amount of $800 per tap of less than 1-inch and $1,200 per tap for lines of 1-inch or more diameter, as adjusted annually in accordance with the CPI-U.
- Whether Glenpool has accurately reported all Active Water Connections maintained by Glenpool within the Permissive Area and paid to Creek-2 a monthly Royalty in the initial amount of $7.75 per month for each such connection, as adjusted annually in accordance with the CPI-U.
- Confirm that no Meter Connection Fees and no Royalty payments have been paid to Creek-2 for Glenpool water customers situated in the Released Area, defined as the Glenpool city limits as of March 2, 2012.
- Whether Creek-2 has charged its water customers who choose to connect to the Glenpool sanitary sewer system the applicable sewer rate, based on water usage, and remitted the corresponding amount to Glenpool on a monthly basis (whether or not the customer pays Creek-2 the amount of the bill).

The Audit Report for the Auditable Period of July 1, 2016 – June 30, 2017 determined that,

> "Based on the agreed-upon procedures performed, we find that the purpose and intent of the [Settlement] Agreement has been met by both Creek-2 and Glenpool for the Audit Period."

<u>Reconciliation of Records</u>

The Settlement Agreement also requires that, upon the conclusion of each mandatory annual audit, the parties shall reconcile their records in accordance with the results of such audit. The Settlement Agreement further requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement setting out certain calculations explained in further detail in this memorandum. "The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement." Settlement Agreement § 10(g).

The written reconciliation agreement is required to state that:

(i) With respect to Glenpool:

- The present number of Active Water Connections in the Permissive Area for which monthly Royalties are due and being paid at that point in time:
  - This number remains two (2), the taps at Triumph Church in Glenpool, which predate the Settlement Agreement;
- Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate:

- There are no Non-Active Water Connections for which Royalty payments would otherwise be payable and due.

- The total of new meter connections installed since the preceding annual audit, as well as a calculation of Meter Connection Fees paid for such meter connections;
  - New Meter Connections throughout all Glenpool Territory during the Auditable Period: _120_ in the Released Area, for which no connection fees are required; and

    _-0-_ in the Permissive Area.

And (ii) with respect to Creek- 2:

- The present number of Shared Utility Customers for which Creek-2 administers the assessment and collection of wastewater collection service usage charges:
  - Thirteen (13); and
- The total water consumption of said Shared Utility Customers over the Auditable Period that is the subject of this audit (July 1, 2016 – June 30, 2017): ______________________ gallons.

- The Audit Report also determined that:
  - There were no unreported or unpaid meter connection fees during the Auditable Period.
  - Glenpool sent the required monthly report form throughout the Auditable Period.
  - Royalty payments were made in a timely manner and otherwise conformed to the Settlement Agreement, including the annual CPI-U adjustment.
  - Shared Utility Customer payments for sewer usage were properly remitted by Creek-2 to Glenpool (except those not reported to Creek-2 as discussed above).

<u>Reconciliation Agreement</u>

Upon review, concurrence and execution by the parties, this memorandum shall satisfy the requirement of the Settlement Agreement, at § 10(f), that the parties shall reconcile their records in accordance with the results of the annual audit and, at § 10(g), that the resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance or non-compliance with the Settlement Agreement as of the date hereof.

<u>Recommendation:</u>

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utilities Services Authority's Board of Trustees and the Creek-2 Board of Directors approve this memorandum acknowledging and confirming that the Independent Accountant's Report on Applying Agreed-Upon Procedures, dated September 7, 2017, accurately reflects the records of both parties as of that date, that all recommendations contained therein have been followed, and that all parties are hereby deemed to be in compliance with so much of the Settlement Agreement as is the subject of said Audit Report.

# Elfrink and Associates, PLLC

Member of the AICPA, OSCPA, and GFOA

3119 E 87th Street | | 918-361-2133
Tulsa, Oklahoma 74137 | Anne.Elfrink@CPA.com | Fax: 918-512-4280


October 24, 2016; updated March 29, 2018

City of Glenpool/Glenpool Utility Service Authority and
Creek County Rural Water District No. 2
12205 S. Yukon Ave.
Glenpool, OK 74033

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2 for the audit period of July 1, 2016 through June 30, 2017, with an option to reaffirm the agreement for the audit period of July 1, 2017 through June 30, 2018.

**SCOPE OF SERVICES**

We will apply the agreed-upon procedures described below to be performed in accordance with the applicable attestation standards of the American Institute of Certified Public Accountants and the fieldwork reporting standards in *Government Auditing Standards*. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the schedule below for any purpose. If, for any reason, we are unable to complete the procedures, we will describe the restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on the financial statements, underlying data, or the procedures being conducted to prepare such statements. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2. It should not be used by anyone other than the specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the parties.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The specific procedures to be performed are:

**With respect to Glenpool's Records**

1. We will will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by the Auditor in writing.
2. We will obtain building permit records for all new construction within the Permissive Area during the Auditable Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.
3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Auditable Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

**With Respect to Creek-2's Records**

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. We will document our understanding in writing.
2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.
3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. We will compare the calculation above to the actual amounts paid to Glenpool for the Auditable Period and reconcile any differences noted.

**Procedures Applicable to Creek-2 and Glenpool**

I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling,* implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.
2. We will perform any other procedures we reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

We understand that your employees will assist in locating documents and obtaining data files we request.

The documentation for this engagement is the property Elfrink and Associates, PLLC and constitutes confidential information. This documentation will be retained for a minimum of five years after the report release date.

Our fee for these services will be a flat baseline fee of $9,900 for the audit period covering July 1, 2016 through June 30, 2017 plus $10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area. If reaffirmed, our fee for these services will be a flat baseline fee of $10,200 for the audit period covering July 1, 2017 through June 30, 2018 plus $10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority over 100 in the permissive area.

Our invoice for these fees will be rendered upon delivery of our final report and is payable on presentation. However, if we are prevented from continuing our work due to delays in availability of client staff or information, or any other mechanism outside of the jurisdiction and control of our firm, we will bill for services rendered on a monthly basis at our standard rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If an expansion of scope beyond those specific procedures identified above is necessary, we will discuss it with you before we incur additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Glenpool and Creek County Rural Water District No. 2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC

REAFFIRMATION:

This letter correctly sets forth the understanding of the City of Glenpool and Creek County Rural Water District No 2 for the audit period of July 1, 2017 through June 30, 2018.

FOR THE CITY OF GLENPOOL:

By:_______________________________________________

Title:_____________________________________________

Date:_____________________________________________

FOR THE GLENPOOL UTILITY SERVICE AUTHORITY:

By:__________________________________________

Title:________________________________________

Date:________________________________________

FOR THE CREEK COUNTY RURAL WATER DISTRICT NO. 2:

By:_______________________________________________

Title:_____________________________________________

Date:_____________________________________________

**2018 CALENDAR YEAR**
**SCHEDULE OF REGULAR MEETINGS**
**GLENPOOL CITY COUNCIL**
**GLENPOOL, OKLAHOMA**

| DATE | TIME | PLACE |
|---|---|---|
| JANUARY 8, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| JANUARY 22, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| FEBRUARY 5, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| FEBRUARY 20, 2018 * | 6:00 P.M. | GLENPOOL CITY HALL |
| MARCH 5, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| MARCH 19, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| APRIL 2, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| APRIL 16, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| MAY 7, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| ~~MAY 21, 2018~~ | ~~6:00 P.M.~~ | ~~GLENPOOL CITY HALL~~ |
| JUNE 4, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| JUNE 18, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| JULY 2, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| JULY 16, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| AUGUST 6, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| AUGUST 20, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| SEPTEMBER 4, 2018 * | 6:00 P.M. | GLENPOOL CITY HALL |
| SEPTEMBER 17, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| OCTOBER 1, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| OCTOBER 15, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| NOVEMBER 5, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |
| DECEMBER 3, 2018 | 6:00 P.M. | GLENPOOL CITY HALL |

AMENDED

* Denotes Tuesday Meeting

Meetings held at GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY**:
GLENPOOL CITY COUNCIL
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the 12th day of December 2017

Signed: ______________________________________________