



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on August 5, 2024, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

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

Meeting ID: 897 5355 5435

Passcode: 974088

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: lasmith@cityofglenpool.com **PRIOR TO 6:00 PM, AUGUST 5, 2024.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation –**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Management Report**
 - 1) [CM Report.08052024](#)
- F) **Mayor Report – Joyce G. Calvert, Mayor**
- G) **Council Comments**
- H) **Public Comments**
- I) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All**

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matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Approval of the minutes from the July 15, 2024, meeting. 40 - 46
[City Council Regular Meeting - 15 Jul 2024 - Minutes - Pdf](#)
- 2) Approval of the sales quote received from 911 Direct for the purchase of two dispatch consoles, electrical work and computer monitors in the amount of \$41,425.00. 47 - 50
[Agenda Dispatch Consoles Police Department](#)
- 3) Approval of the sales quote received from Ti for the purchase of an LED wall and a shoot back cannon as described for a total purchase price of \$39,200.00. 51 - 53
[Agenda Ti Training De Escalation Police Department](#)
- 4) Approval of the sales quotes received from Dana Safety Inc., Duval Ford, White Glove Auto, and Kustom Radar for the purchase of 5 Ford Police Interceptor vehicles and equipment as described for a total purchase price of \$361,380.85 54 - 66
[Agenda Vehicle Purchase Police Department](#)
- 5) Approval of update to Article 4 Performance Planning and Appraisal, Employee Handbook and Personnel Policies update. 67 - 77
[Staff Report - EmpHnbk.Art.4.08.05.24](#)
- 6) Approval of the BlackGold Concession Lease Agreement with Lance and Michelle Cole for FY24-25. 78 - 87
[2024-08-05 PW Agreement - Kone Headz at BG Park STAFF REPORT](#)
[Concession Building Lease Black Gold Park.FY24-25](#)
[Koneheadz COI](#)
- 7) Approval of the Glenpool Baseball League User Agreement for FY24-25. 88 - 105
[2024-08-05 PW Agreement - Baseball at Morris](#)
[FY24-25 Sports Agreement - Baseball](#)
[CITY OF GLENPOOL AI- GLENPOOL YOUTH BASEBALL 2024 COI](#)
- 8) Approval of the South County Soccer Club User Agreement for FY24-25. 106 - 122
[2024-08-05 PW Agreement - Soccer at SouthCounty STAFF REPORT](#)
[FY24-25 Sports Agreement - Soccer](#)
- 9) Approval of the Indian Nations Youth Sports User Agreement for FY24-25. 123 - 145
[2024-08-05 PW Agreement - Football at Morris STAFF REPORT](#)
[FY24-25 Sports Agreement - Football](#)
[Indian Nation Football COI](#)
- 10) Approval of FY 2024 Equitable Sharing Agreement and Certification Report required by the U.S. Department of Justice and U.S. Department of the Treasury. 146 - 151
[FY 2024 Equitable Sharing Agreeent and Certification Staff Report 07-18-24](#)
[FY 2024 Equitable Sharing Agreement and Certification](#)
- 11) Approval of vehicle purchase for the Fire Marshall from Carter Chevrolet for \$54,065.00. 152 - 154
[Car three Carter Chevy staff report 24-25](#)

[Carter - SSV Tahoe - 2024](#)

[Car three Carter Chevy staff report 24-25](#)

- 12) Denial of Unser tort claim as recommended by Oklahoma Municipal Assurance Group (OMAG). 155 - 157

[OMAG recommendation of denial on UNSER Claim.](#)

- 13) Denial of Webber tort claim as recommended by Oklahoma Municipal Assurance Group (OMAG). 158 - 160

[OMAG recommendation of denial on WEBBER Claim.](#)

J) **Consideration and appropriate action relating to items removed from the Consent Agenda**

K) **Scheduled Business**

- 1) Discussion and possible action to approve, modify or deny Resolution #2024009; a Resolution of the City of Glenpool casting a vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of At-Large Trustee representing the entire membership. 161 - 167
(David Tillotson, City Manager)

[Staff Report - OMRF Board Trustee Vote](#)

- 2) Discussion and possible action to approve, amend or deny a letter of support for the proposed hosting of electronic vehicle charging sites, for a Charging and Fueling Infrastructure grant proposal submitted by the Indian Nations Council of Governments (INCOG) to the United States Department of Transportation (USDOT). 168 - 169

(Elizabeth Miller, Grants & Special Projects Coordinator)

[Staff Report - Approval of letter support for the proposed hosting of EV charging sites](#)

- 3) Discussion and possible action to approve, amend or deny acceptance of a Deed of Dedication from Banning Real Estate Group for street right-of-way and utility installation purposes. Banning Property (GLS 265) Right of Way Dedication 170 - 184

(Duy Nguyen, City Planner)

[GLS 265 BANNING REAL ESTATE GROUP LLC DEED OF DEDICATION](#)

[ACCEPTANCE STAFF REPORT - Aug 5 2024](#)

[GLS 265 BANNING REAL ESTATE GROUP LLC DEED OF DEDICATION](#)

[ACCEPTANCE ATTACHMENTS - Aug 5 2024](#)

- 4) Discussion and possible action to enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) discussing the purchase or appraisal of real property, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.

(Joyce G. Calvert- Mayor)

- 5) Discussion and possible action to approve or deny authorizing the City Manager to proceed in a manner consistent with the discussion in executive session.

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 2, 2024, at 11:30 am.

Signed: Lesli Smith
City Clerk

City Manager's Report

August 5, 2024



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Executive Summary

Mayor and Council,

Happy New Year! Our team does a tremendous job each year accomplishing the goals and projects laid out in our budget and I expect to see this trend continue as we enter this new budget year. Additionally, we continue to prepare for the future through the Strategic Planning Process. We are about halfway through the project and with the Council's selection of our five strategic priorities during last month's meeting staff are working hard at work crafting goals and objectives within each of these priorities. I am looking forward to finalizing this project and implementing Glenpool's first ever strategic plan that will guide all our future project and budget related plans.

Our summer programs continue this month. We continue to see incredible support for the Farmer's Market and the Glenpool Summer Concert Series. August 15th marks the final concert of our series this summer. We are in the final stages of improvements for both Kendalwood Park North and South and have made several improvements to BlackGold Park, including lowering a slightly wastewater manhole and upgrading the basketball courts. Staff have also begun purchases of several pieces of equipment that were approved in this year's budget. I thought this year's Red, White and Boom Bash was, overall, a success. The expanded kids play area and volunteer base Unfortunately, we encountered a little bad weather for a small portion of the evening, but those who stuck with us were able to see an upgraded fireworks presentation. I can't thank our staff enough for all their hard work in putting this event together! They are an amazing team!

As you will see in the following departmental reports, there are a number of ongoing projects throughout the City. Allow me to take a moment and highlight a few that are in the report and add a few others that I believe are informative.

- We have completed our interview process for police officers and have selected three candidates. Two of these candidates are already certified while the third is not. The two certified officers will start in August. Background and pension paperwork is still being processed on the third candidate. In addition to these candidates, the two new hires we swore in last month will bring us back to full employment.



- July is the start of our new fiscal year and as such we will begin working to fill the new positions that have been approved as part of the budget. We continue to see an improved applicant pool due to the upgraded benefits that the Council approved in mid-2022.
- The Conference Center was privileged to host the INCOG General Assembly for their annual meeting this year. Mayor Calvert has served as the President of the General Assembly and acted as the evening's emcee. She was re-elected to the post for the upcoming year as well.
- We have promoted Katlyn Yarbrough to Event Services Manager. She will be handling all day-to-day operations of the Conference Center.
- We have also promoted Lea Ann Reed and Joe Wuest to the newly established positions of Chief Administrative Officer and Chief Operations Officer respectively. These positions were created as part of our recent reorganization efforts.
- We are working closely with ODOT on several projects.
 - Pre-Construction Meeting on 141st/Hwy 75 set for August 5th
 - Pedestrian and Sidewalk Expansion Grant is set for final approval within the next 60 days.
 - 151st Corridor Study should be finalized in the next 60 days.
- Upcoming Community Events:
 - Glenpool Farmer's Market: BlackGold Park, runs every Saturday throughout the summer
 - Glenpool Summer Concert Series Finale: 6:30pm, BlackGold Park
 - August 15th – Empire
- Labor Day: City Offices closed Monday September 2nd



I want to say “thank you” to the Council, Susan and the Executive Team for allowing me the freedom to serve as President for the last 12 months of the City Manager’s Association of Oklahoma. It was a privilege to be elected by my peers to serve the organization representing municipalities and City Managers across the state. I officially handed over my duties to the new President at the Thursday Night “Tailgate” Banquet during the summer conference in July. I will continue to serve on the Executive Board as Past President for one more year before rolling off in 2025.



Finally, I want to bid a tearful, but well deserved, goodbye to Susan White. She has been a rock for this organization throughout her tenure with us; serving initially as our City Clerk before being promoted and finishing her career as our Assistant City Manager. Susan has been my constant partner in managing this organization and is responsible for implementing so many of the organizational and cultural projects we have implemented over the last six years. Some of her accomplishments include:

- Comprehensive records consolidation: This project involved a review of all the City's records that were being stored at multiple sites, including non-City storage facilities, and consolidating those records in a central repository, thereby providing better access to, security of, and preservation of the records.
- Revitalization of the City's relationship with both the Fraternal Order of Police union and the International Association of Firefighters union, as well as successful negotiations with those unions on their respective collective bargaining agreements.
- Managed the complete review and rewrite of the City's personnel handbook, which is in its final stages of completion.
- Successful implantation of the GovInvest and WaterWorth software packages, which assist the City with long-range planning of personnel costs and utility rates respectively.

There is no way I can quantify all the projects and initiatives Susan has overseen during her career with Glenpool, but these list just a few of them. Susan will be missed immensely, but we are so excited for her as she begins her retirement! **Congratulations Susan!**



Human Resources

Open Positions

We currently have 17 open positions. These vacancies include those new positions approved in the FY2024-2025 budget.

- Administration: 2 Positions
 - IT Director
 - HR Generalist
- Finance: 1 Position
 - Controller – Interviews ongoing
- Fire Department: 2 Positions
 - Fire Fighter (2) - posted
- General Government: 1 Position
 - Deputy City Clerk/Administrative Assistant
- Police Department: 3 Positions
 - Police Officer (1) – Currently in the final background investigation phase
 - Police Officer (2) – Hire date of 08/12/2024
- Economic Development: 1 Position
 - Economic Development Manager – Job Advertised
- Public Works: 6 Positions
 - Water & Sewer Laborer (1)
 - Project Manager (1)
 - Landscape Manager (1)
 - Seasonal Streets and Parks Laborers (3) – posted
- Conference Center: 1 position
 - Event Coordinator Part time – posted

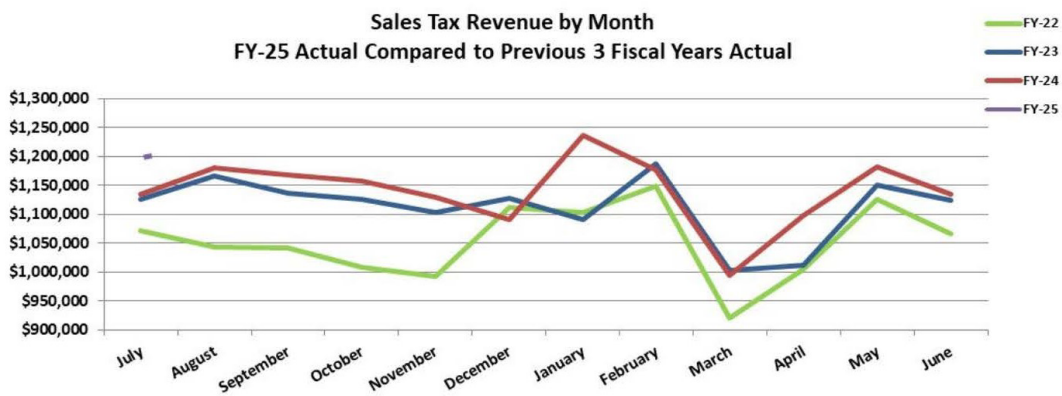
Projects and Training

- OMAG: Open Records & HR Record Retention
- GOVINVEST Webinar: Live Compensation & Vacancies
- SHRM Webinar: Manual HR Processes – The Silent Thief
- SHRM Webinar: How to Improve Employee Trust & Retention with Employee Resource Groups

Finance

SALES TAX

FY25 Combined Sales Tax for all funds in July totaled \$1,200,807, 5.8% higher than FY24 revenues for the same period. Further details on July financial results will be reported next month after the July accounting period is closed.



GENERAL FUND REVENUES

FY24 General Fund revenues totaled \$16,579,258, which is \$420,458, or 2.6%, higher than FY23 revenues for the same period. The change is primarily due to a 3.4% increase in total tax revenues compared to the same period of FY23.



GENERAL FUND EXPENDITURES

FY24 General Fund expenditures totaled \$18,065,782, approximately \$5,501,838 higher than FY23 expenditures. The increase is largely due to a one-time transfer of \$2,550,000 to the Glenpool Industrial Authority for the purchase of property. Excluding this transfer, expenditures increased 23.5% over the prior year.

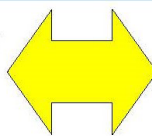


REPORT LEGEND

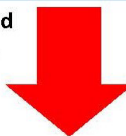
Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS

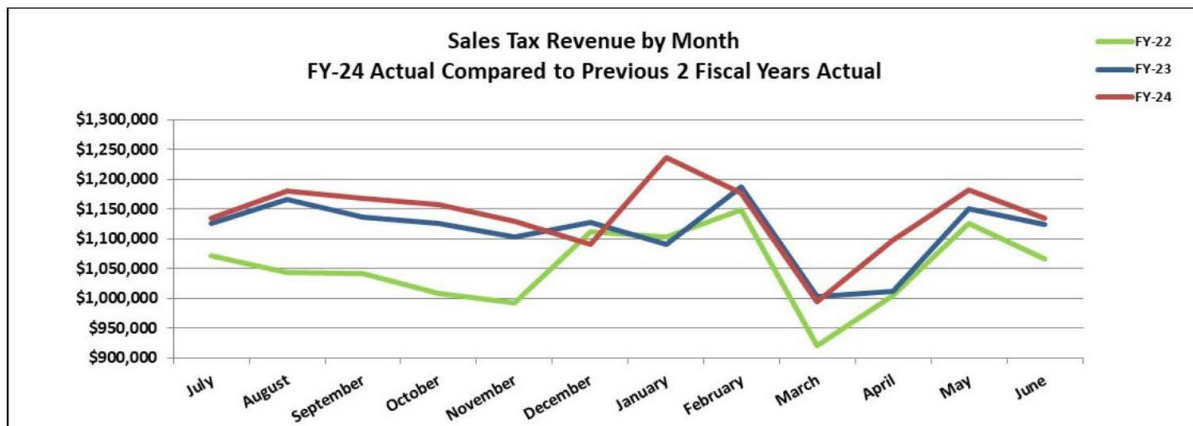


FY24 Sales Tax collections year-to-date through June were 0.8% above budget, and also 2.4% higher than FY23 collections for the same period.

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	REVISED BUDGET	FY2024 ACTUAL	AMT INC/(DEC)	FY2024 ACTUAL	FY2023 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,142,094	\$ 1,134,751	\$ (7,343)	\$ 1,134,751	\$ 1,125,530	\$ 9,221	-0.6%	0.8%
August	\$ 1,148,637	1,179,694	31,057	1,179,694	1,167,026	12,667	2.7%	1.1%
September	\$ 1,132,475	1,167,426	34,951	1,167,426	1,136,626	30,800	3.1%	2.7%
October	\$ 1,110,095	1,157,352	47,257	1,157,352	1,126,462	30,891	4.3%	2.7%
November	\$ 1,089,369	1,128,880	39,511	1,128,880	1,102,424	26,457	3.6%	2.4%
December	\$ 1,164,263	1,091,433	(72,830)	1,091,433	1,128,358	(36,925)	-6.3%	-3.3%
January	\$ 1,201,858	1,236,268	34,410	1,236,268	1,090,804	145,464	2.9%	13.3%
February	\$ 1,214,932	1,177,808	(37,125)	1,177,808	1,187,747	(9,939)	-3.1%	-0.8%
March	\$ 999,718	994,130	(5,588)	994,130	1,002,690	(8,560)	-0.6%	-0.9%
April	\$ 1,049,085	1,097,606	48,521	1,097,606	1,012,534	85,072	4.6%	8.4%
May	\$ 1,183,624	1,182,207	(1,417)	1,182,207	1,151,247	30,960	-0.1%	2.7%
June	\$ 1,138,469	1,134,286	(4,182)	1,134,286	1,123,707	10,579	-0.4%	0.9%
TOTAL	\$ 13,574,619	\$ 13,681,842	\$ 107,223	\$ 13,681,842	\$ 13,355,155	\$ 326,687	0.8%	2.4%

Y-T-D Budget \$ 13,574,619
Y-T-D Actual 13,681,842
Y-T-D Variance 107,223
Y-T-D % Var 0.8%

Prior Year \$ 13,355,155
Y-T-D Actual 13,681,842
Y-T-D Variance 326,687
Y-T-D % Var 2.4%

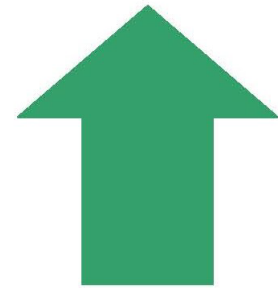
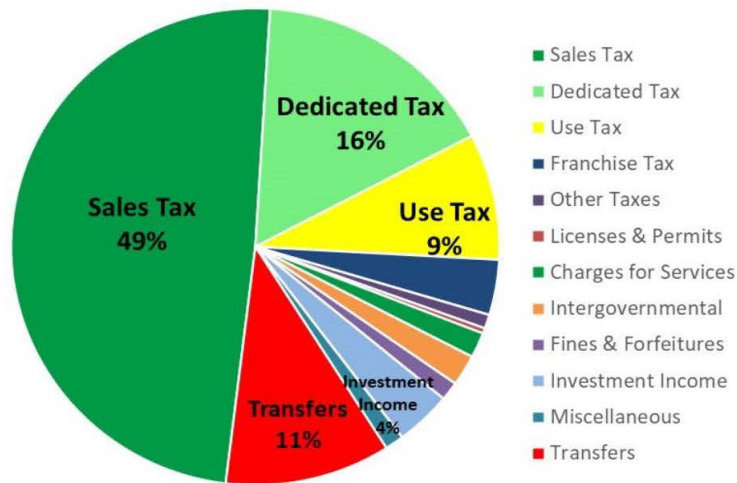


GENERAL FUND REVENUES

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Sales Tax	\$ 7,984,591	\$ 8,047,659	\$ 63,068	\$ 7,855,836
Dedicated Tax	2,683,100	\$ 2,683,009	(91)	\$ 2,618,612
Use Tax	1,234,448	\$ 1,416,975	182,527	1,236,240
Franchise Tax	600,000	\$ 574,647	(25,353)	631,253
Other Taxes	128,500	\$ 166,883	38,383	121,969
Licenses & Permits	71,300	\$ 78,519	7,219	74,336
Charges for Services	343,395	\$ 338,596	(4,799)	306,863
Intergovernmental	347,641	\$ 437,761	90,120	378,159
Fines & Forfeitures	211,000	\$ 221,408	10,408	211,518
Investment Income	131,060	\$ 601,337	470,277	725,610
Miscellaneous	99,876	\$ 212,463	112,587	174,215
Transfers	1,800,000	1,800,000	-	1,824,188
Totals	\$ 15,634,911	\$ 16,579,258	\$ 944,347	\$ 16,158,799

Over (Under) Budget year to date: 6.0%

Increase (Decrease) over prior year: 2.6%



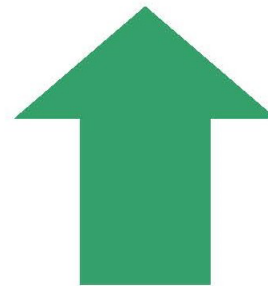
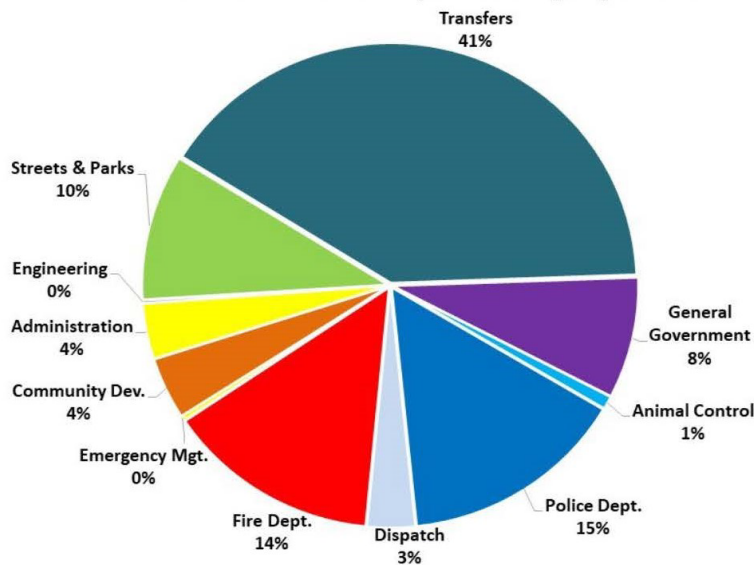
GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget Under/(Over)	YTD FY23 Actual
General Government	\$ 1,636,433	\$ 1,469,726	\$ 166,707	\$ 1,205,940
Animal Control	172,102	158,778	13,324	141,818
Police Dept.	2,830,389	2,683,872	146,517	1,922,745
Dispatch	618,919	568,059	50,860	497,837
Fire Dept.	3,060,817	2,536,253	524,564	2,300,895
Emergency Mgt.	109,244	56,375	52,869	38,709
Community Dev.	922,357	749,726	172,631	663,211
Administration	791,372	672,396	118,976	569,046
Engineering	214,300	37,253	177,047	-
Streets & Parks	1,882,870	1,817,280	65,590	804,798
Transfers	7,361,293	7,316,065	45,228	4,418,946
Totals	\$ 19,600,096	\$ 18,065,782	\$ 1,534,314	\$ 12,563,943

Under (Over) Budget year to date: 7.8%

Increase over prior year: 43.8%

General Fund YTD Percent Expenditures by Department

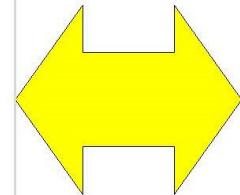
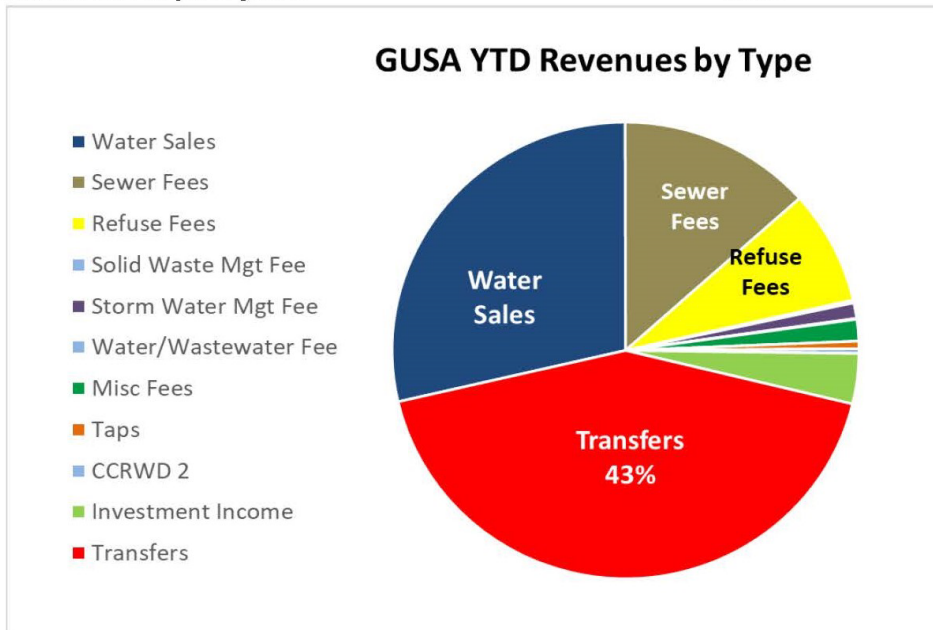


GLENPOOL UTILITY SERVICES AUTHORITY REVENUES YEAR-TO-DATE

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Water Sales	\$ 3,400,000	\$ 3,011,315	\$ (388,685)	\$ 3,021,514
Sewer Fees	1,600,000	1,411,716	(188,284)	1,417,467
Refuse Fees	925,000	848,916	(76,084)	832,480
Solid Waste Mgt Fee	22,000	20,142	(1,858)	19,858
Storm Water Mgt Fee	126,000	115,415	(10,585)	113,855
Water/Wastewater Fee	2,900	6,924	4,024	3,285
Misc Fees	146,709	158,174	11,465	171,189
Taps	55,000	54,500	(500)	39,300
CCRWD 2	31,500	32,151	651	25,619
Investment Income	114,259	396,298	282,039	136,836
Transfers	4,804,145	4,483,009	(321,136)	4,428,218
Totals	\$ 11,227,513	\$ 10,538,560	\$ (688,953)	\$ 10,209,621

Over (Under) Budget year to date: -6.1%

Increase over prior year: 3.2%

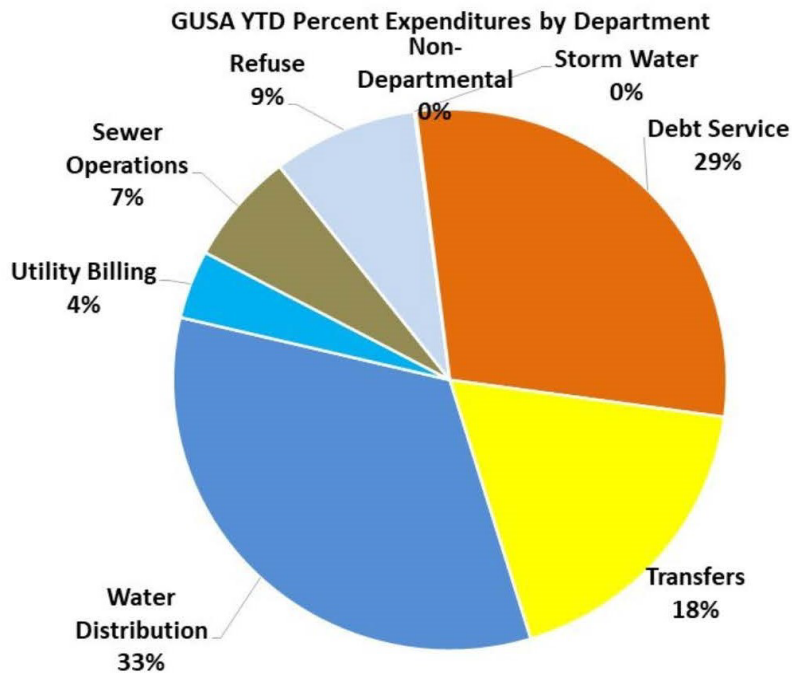


GLENPOOL UTILITY SERVICES AUTHORITY EXPENSES YEAR-TO-DATE

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget (Over)/Under	YTD FY23 Actual
Water Distribution	\$ 3,460,557	\$ 3,326,776	\$ 133,782	\$ 3,005,931
Utility Billing	438,666	406,319	32,347	353,993
Sewer Operations	897,456	662,572	234,884	-
Refuse	836,000	845,630	(9,630)	734,155
Storm Water	519,000	-	519,000	-
Non-Departmental	9,259	9,290	(31)	-
Debt Service	2,934,862	2,899,760	35,102	2,517,739
Transfers	1,800,000	1,800,000	-	1,800,000
Totals	\$ 10,895,800	\$ 9,950,346	\$ 945,454	\$ 8,411,818

Under (Over) Budget year to date: **8.7%**

Increase over prior year: **18.3%**



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$16,579,258	\$18,065,782	<\$1,486,524>
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$10,538,560	\$9,950,346	\$588,214
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$3,647,158	\$3,676,922	<\$29,764>
STREETS & INFRASTRUCTURE FUND	\$988,092	\$300,649	\$687,443
PUBLIC SAFETY CAPITAL FUND	\$1,155,390	\$988,393	\$166,997
PUBLIC SAFETY PERSONNEL FUND	\$1,720,489	\$1,504,771	\$215,718
CAPITAL FUND	\$126,192	\$319	\$125,873
ARPA FUND	\$1,626,715	\$2,422,506	<\$795,791>
PARKS AND RECREATION FUND	\$33,889	\$1,141	\$32,748
HOTEL FUND	\$280,191	\$241,427	\$38,764

Development Services

Listed below are current development related activities within the City of Glenpool **through the month of July 2024**. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **C & C Office Complex** – A Site Plan review of a proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.

Commercial/Industrial Occupancy Permits Issued in July:

No New Occupancy Permits Issued

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.
2. **South 75 Business Park** – 2.5-acre site near northwest and northeast corner of 166th Street South and South Broadway Street. The owner is clearing, grading and installing drainage improvements to serve the area.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
4. **146th and Vancouver Commercial**: An earth change permit for future commercial uses.

Residential Projects Under Construction:

Subdivision Name		Lots Approved	Under Construction	Completed	Lots Available
1	Glen Hills I (Phase 1-6)	84	1	82	1
2	Glen Hills II (Phase 7-11)	78	25	46	7
3	Scissortail	88	8	52	28
4	Redbud Glen	74	15	16	43
5	Twin Ponds	25	1	1	23
Totals		349	50	197	102

Planning Applications Under Review:

1. Annexation(s): **No New Applications**
2. Comprehensive Plan Amendment(s): **No New Applications**
3. Zone Amendment(s): **No New Applications**
4. Planned Unit Development (PUD): **No New Applications**
5. Subdivision Plat(s): **No New Applications**
6. Lot Split Application(s):
 1. **South 75 Business Park Tract Lot 3B** – A Lot Split Application (GLS 266) to subdivide 20.554 acre lot located at the southeast corner of W 161st St. S. into two (2) lots, which will be 1.685 acres and 18.869 acres in size.
7. Site Plan Applications:
 1. **State Farm Office – Marvin Manns** – A Site Plan review of a proposed office building located at 201 E 141st St.
8. Specific Use Permits:
 1. **Glenpool Public Schools LED Sign** – A Special Use Permit Application (SUP 2024-01) for a proposed 40 square foot LED sign at the 140 W 141st St. S. (District Offices)
9. Variance(s): **No New Applications**

Approved Projects Not Under Construction

1. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
2. **Carson Trails** – A 497-lot residential Planned Unit Development (PUD) located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood. A subdivision plat for Phase I of Carson Trails PUD-43. The plat consists of 82 residential lots and four (4) reserve areas.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
4. **Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
5. **Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.

Items Scheduled for BOA Meeting – August 12, 2024

No items

Items Scheduled for Planning Commission Meeting – August 12, 2024

1. **Glenpool Public Schools LED Sign** – A Special Use Permit Application (SUP 2024-01) for a proposed 40 square foot LED sign at the 140 W 141st St. S. (District Offices)
2. **South 75 Business Park Tract Lot 3B** – A Lot Split Application (GLS 266) to subdivide 20.554 acre lot located at the southeast corner of W 161st St. S. into two (2) lots, which will be 1.685 acres and 18.869 acres in size.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued July 2024	2
New Commercial Permits Issued July 2024	0
Current Active Residential Permits	49
Current Active Commercial Permits	1
Residential Permits thru July 2023	33
Residential Permits thru July 2024	50
Commercial Permits thru July 2023	0
Commercial Permits thru July 2024	0
Assessment Letters Issued in July 2024	0
Total Assessment Letters Issued in 2024	3

Code Enforcement Activity for **July 2024**

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	697			
Open public nuisance cases through July 2024	49			
CODE ENFORCEMENT CASES	Apr 2024	May 2024	Jun 2024	Jul 2024
	160	103	152	88
High grass:	4	19	21	1
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	4	5	9	7
Nuisance abatements (contractor):	-0-	-0-	1	-0-
Notices issued for residents with no water service:	-0-	-0-	1	1
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	138	61	97	40
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	10	10	14	13
Dilapidated structures/property notices:	-0-	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	2	2	2	3
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	1	4	3	5
Stagnant water causing mosquito issues:	1	-0-	3	-0-
Pest issue:	-0-	1	-0-	-0-
Dilapidated fencing:	-0-	-0-	1	2
Noxious odor:	-0-	1	-0-	-0-

Public Works

The following details of all work completed between June 22 – July 26, 2024

Streets

- Crack sealed - NA
- Filled potholes
 - Misc around town, Longhorn Estates, 149th & Yukon, 137th & Zenith
- Fixed downed streets signs - NA
- Cleaned storm drains
 - Misc around town
- Picked up trash around town.
- Weeded – NA
- Trimmed trees
 - Lots of downed trees from storm

Parks

- Black Gold
 - Mowed & trimmed x4
 - Replaced old steel barrels with new blue plastic barrels
 - Removed elevated man hole near basketball courts
 - Removed basketball poles
- Kendalwood North -
 - Mowed & trimmed x3
- Kendalwood South
 - Mowed & trimmed x3
- Lambert
 - Mowed & trimmed x3
 - Mowed walking trail x2
 - Mowed wildflower fields down as a part of regular maintenance to further allow for the native flowers to take hold
 - Received Certification from the Community Resiliency Project as a Park by Park
- Morris
 - Mowed & trimmed x4
- Rolling Meadows
 - Mowed & trimmed x3
- South County Soccer
 - Mowed & trimmed x2
- Picked up trash and emptied trash cans daily at all city parks.

Right of Way & Misc City Property

- Mowed & Trimmed Pond @ 131st Pl & Oak x2
- Mowed & Trimmed Pond @ 137th & Nyssa Ct x2
- Mowed & Trimmed Pond @ 1122 E 156th x1
- Mowed & Trimmed 1122 E 156th x4
- Mowed & Trimmed Lot on Barber x1
- Mowed & Trimmed misc. RoW in old town x2
- Mowed & Trimmed 141st from 75 to Peoria

Facilities Maintenance

- Bi-Annual Elevator Safety Check Completed
- Prepped for light install at BlackGold Basketball Court
- Repaired lights at VFW memorial
- Installed and tore down banners, transported gear, etc., for Red, White, and Boom.
- Installed new LED at PW shop as PW Director does not like dark alleys.
- Replaced men's toilet at BG Park bathroom.
- Outstanding Projects:
 - An RFQ for AC Maintenance program throughout the city has been issued. Three responses have been received.

Wastewater Treatment Plant:

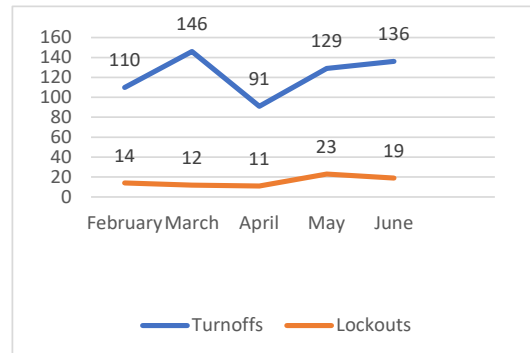
- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Using Hydrogen Peroxide at 20 gpd to reduce odor and raise DO
- Running 4" Venturi pump to raise DO in lagoon
 - Ordered second Venturi pump to further raise DO
- Effluent meter is non-operational, parts ordered
- Blower status:
 - Blower 1: non-operational... needs motor & blower and will remain offline
 - Blower 2: functional
 - Blower 3: functional
 - Blower 4: functional (repaired in June)
- Moving all non-essential equipment offsite in preparation for WWTF construction
- Small storage shed was torn down in preparation for the WWTF construction

Lift Stations:

- Inspected all lift stations
 - Cleaned floats
 - Repaired fencing and prepped for latch replacement on many stations.
 - Mowed, weeded, and sprayed all stations
- Assisted WWTF operator with daily tasks
- Added bubbler at Glen Park LS
- PW Director conducted bi-annual inspection and found deficiencies
- Received repaired pump for Coal Creek LS, install pending

Distribution:

- 231 Utility locates
- 170 service orders completed for the utility office
- 136 turn offs for non-payment – June 25
- 19 lock outs for non-payment – June 27
- Performed monthly meter reads with 19 bad registers
- 2 leaks repaired (1 major, 1 minor, 0 pending)
- 13 meter(s) set (13 residential, 0 commercial)
- 10 pending meter sets (8 residential, 2 commercial)
- Bi-weekly water samples taken and passed
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 1 possible sewer backup(s) (1 on city side, 0 on customer side)
- Diagnosed 20 hydrants, put 10 back in service and ordered parts for all others.
- Repaired 1 Sewer Manholes
- Booster Pump station on US75 at 131st has had its pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.
- 120Water has begun collecting data for our lead service line inventory
- Received two quotes for replacing SCADA system.
- Fire Hydrants are only repainted if they are in perfect working condition. Unpainted hydrants are a first indication that they may be on the repair list. FY24-25 will consist of many hydrant repairs and replacements.
- Meter pilot program to kickoff in August. 2 vendors participating.



Misc:

- PW Director attending the Keep Oklahoma Beautiful Affiliate forum in Edmond

Community:

- Setup Black Gold Park for the third of four concerts in the park.
- Helped with setup of Red White and Boom

We are seeing beneficial bacteria grow in the lift stations; however, they have a hard time growing due to lack of oxygen. After adding a larger bubbler unit at the Newman station a few months ago and seeing positive results, we asked our supplier if a smaller bubbler could be made for our smaller stations. Coal Creek Lift Station received this upgrade last month. Glen Park received it this month for a total of three stations with a bubbler system.



The Oklahoma Association of Conservation Districts funds a project that promotes citizens being “good stewards of your piece of Earth” called Community Resiliency Project: Yard by Yard. Several yards in Glenpool are adorned with beautiful native grasses and wildflowers and a small green sign indicating their participation in the project. Glenpool’s Lambert Park was certified by Tulsa’s Conservation District in the Project’s new Park by Park initiative. This certification solidifies Glenpool’s commitment to sustainable landscaping and transformation of this space in an eco-conscious fashion to foster biodiversity and environmental well-being.



You have seen it. You have driven around it. You have probably almost hit it. As of July 19, it is gone. In an effort to spruce up Black Gold Park, this “feature” was lowered to street level. This was possible after the installation of the Speedy’s lift station which changed the overflow level of the gravity sewer line passing through this manhole.



Sidewalk & Beautification Phase II Project JP#28845(05)

The project final plans, specifications and estimates have been received. The engineering department is currently coordinating the final review process. Staff would be collaborating with the consultant and ODOT on the next phases of this project.

The estimate for this project is summarized below:

Project	Description	Estimate
Base Bid	E 141 st Street North Side: Between Elwood Ave and Peoria Ave. S Peoria Ave: Between E 141 st St & Recreation Center	\$624,323.82
Add Alternate 1	E 141 st Street South Side: Between S Elwood Ave & S Peoria Ave	\$812,962.56
Add Alternate 2	S. Peoria Ave: In Front of Recreation Center to 137 th Pl	\$108,849.24
Add Alternate 3	E 146 th St: Between Warrior Road & S Elwood Ave. S. Elwood Ave: Between E 146 th St & E. 141 st St	\$998,925.36

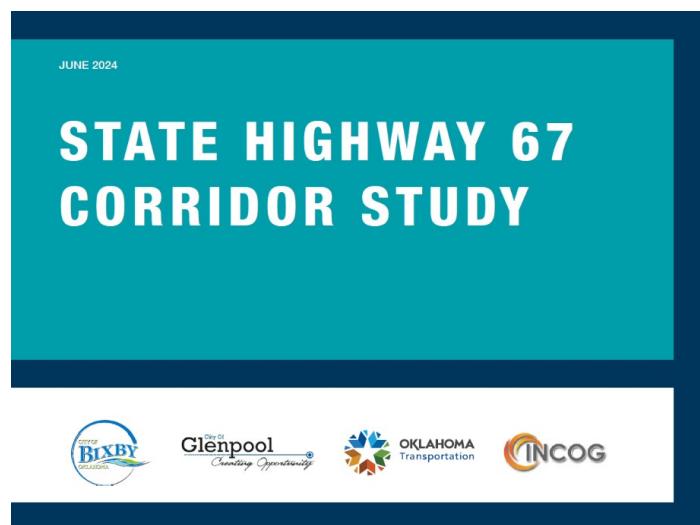
The initial project estimate was \$688,500. The awarded transportation enhancement program grant being 80% of the estimate is \$550,800, with a city match of \$137,700.

ODOT has informed us that they are looking to increase funding for this project and are ready to move it forward. The INCOG Transportation Planning Committee just approved an amendment to the Statewide Transportation Improvement Program (TIP) for federal funding in the amount of \$2,036,049 in federal funds with a required match of \$509,012. This will still need to be finalized through an Agreement between ODOT and Glenpool and we are awaiting this contract for review.

The increased award amount will still be insufficient to cover the total base bid and all three add alternates. Given that there is some right-of-way that needs to be negotiated for Add Alternate 3, ODOT has suggested, and we have agreed, to drop that bid alternate from the grant at this time in order to procure the higher grant totals and pursue it with additional grant opportunities in the future.

SH67/151st Corridor Study

The City of Glenpool has received the final draft report of the SH 67/ 151st Corridor Study and has made suggested revisions that are currently being considered.



US 75/141st

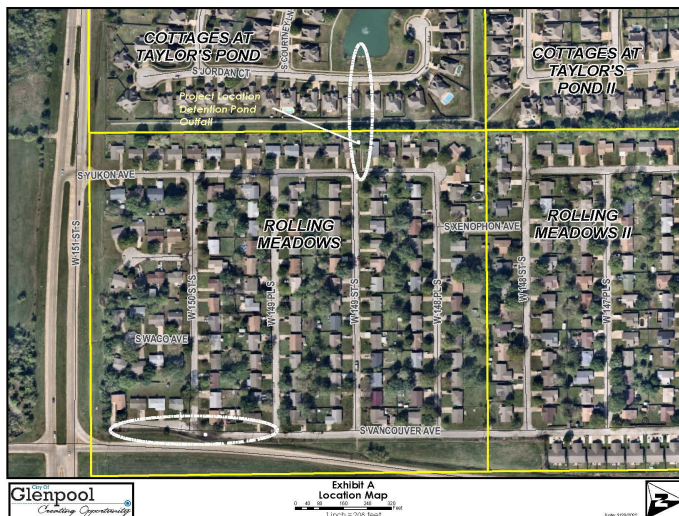
The project duration is estimated at 315 days. The project cost is estimated to be approximately \$27.5 Million. The lowest bid on the project was Sherwood Construction Co at \$31.4. Staff will be attending a meeting with ODOT and Sherwood on August 5th to discuss the project timeline.

Rolling Meadows Stormwater

This project aims to address surface water runoff issues affecting residents of Rolling Meadows near the Taylor's Pond Subdivision. It entails adding stormwater collection infrastructure in the utility easement between the two subdivisions, incorporating storm inlets to gather water flowing from west to east. The Request for Qualifications (RFQ) was issued on February 1, 2024, and was available on the City of Glenpool website. Responses were due by February 26, 2024, with three submissions received. The evaluation committee has concluded its evaluation and is currently in the proposal phase with the shortlisted consultant.

Community Development Block Grant

The City of Glenpool is eligible to apply for the Community Development Block Grant (CDBG) this FY2024. The proposed allocated amount is \$120,143.00. The CDBG program is to provide decent housing and suitable living environment, particularly for persons of Low and Moderate Incomes (LMI). City Staff have evaluated projects within the LMI areas in Glenpool and is proposing a Street and Stormwater Improvement Project in Glen Village Addition II. This project involves repairing a sink hole, stormwater improvements and street repair.



Bicycle/ Pedestrian Masterplan Update

This is an update to the City of Glenpool's Bicycle and Pedestrian plan, which would become part of the INCOG Regional Go Masterplan. The City entered into agreement with INCOG on February 21st, 2024, to update the City bicycle/pedestrian plan. The selected consultant is RDG-Garver LLC. The consultant has begun hosting a number of regional meetings to gather public input and is working with Bixby to determine a meeting date for south county (Jenks, Bixby and Glenpool). Additionally, Jesse Hale has received responses from multiple Glenpool residents who are interested in joining an advisory committee regarding our local plans. This is an ongoing project that is slated to last through September 2025.

GIS Project

The Engineering Department is in the process of obtaining GIS Services to facilitate GIS Data collection in the field. The City has selected Garver to provide the GIS service according to Work Order #2 to the Master Service Agreement for Professional Services. This project is underway.

Floodplain Management

The designated Floodplain Administrator (FPA) of the City resigned in April 2024. Staff are currently working on finding a replacement for this position. The City Engineer passed the Certified Floodplain Management (CFM) certification in April and is now a Certified Floodplain Manager CFM®. David Agbetunsin has been proposed to OWRB as the new Floodplain Administrator (FPA) of the City of Glenpool.

Conference Center/Community Relations

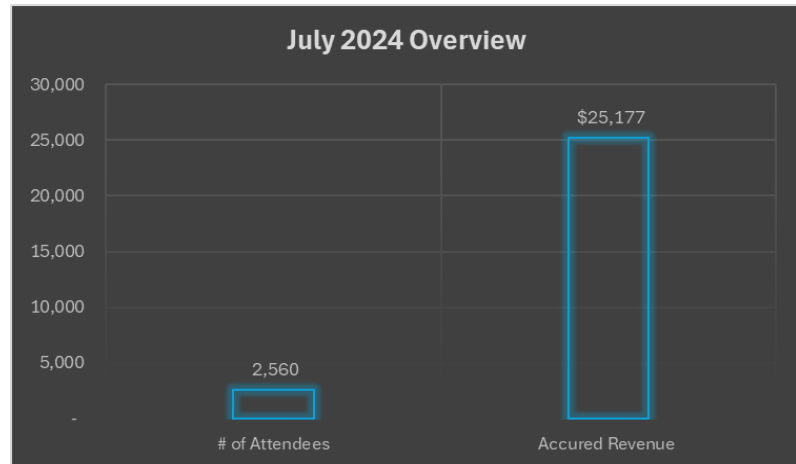
Conference Center

July was an eventful month at the Conference Center, with a total of 16 events held, involving a variety of gatherings including trainings, meetings, baby showers, a funeral dinner and several multiple-day workshops. Below are some key highlights of the month:

- The MCN Youth Summit was a significant highlight of the month. This was their first annual conference, a success with over 500 attendees aged 16-21. The Summit was organized by the Nation Center for Victim Services to raise awareness about domestic violence, sexual assault, dating violence, and stalking.
- Another key event was the Keller Williams All-City Meeting, which brought together over 300 agents. The meeting provided a platform for networking, training, and discussions that are crucial for the agents' professional growth and success.



Overall, July was a successful month at the Conference Center, marked by a diverse range of events that catered to various groups and purposes. We are proud to have hosted these gatherings and look forward to continuing to provide an excellent venue for all future events.



Community Event planning & promotion

- Farmers Market
- Summer Concert Series
- Created hiring posts for various positions
- Susan White's retirement party planning

Video filming/editing

- July Glenpool at a Glance (2,115 views)
- Fire Department hiring video (nearly 4,000 views)

Attended

- July Chamber luncheon
- CMAO Conference 7/17 - 7/19
- Make Oklahoma Beautiful planning meeting for spring conference at GCC
- Meeting with Eric Wade and Jana with Rosenstein Fist & Ringold
- Creek II Audit prep meeting
- Meeting with Kevin Burr (Barracuda Staffing)
- Nine interviews for the following positions:
 - Finance Controller
 - Event Services Manager
 - PT Events Coordinator

Facebook	6/30 – 7/6	7/7 – 7/13	7/14 – 7/20	7/21 – 7/28
Impressions	49,870	41,179	40,740	74,913
Engagements	5,877	1,916	4,942	4,649
Page Likes	31	14	39	49
Post Link Clicks	1	57	12	14
Received Messages	80	24	69	29
Sent Messages	16	18	14	19

Economic Development/Grants

- *Business, Retention, & Expansion (BR&E)*
 - Visits & Outreach: Economic Development Director has been reaching out to local businesses and manufacturers regarding BR&E visits for 2024.
 - Morning BREW: The Glenpool Chamber of Commerce along with the Economic Development Department and Keller Williams, are partnering together for monthly gatherings for businesses around coffee and resources.
- *New Business/Sites*
 - Oklahoma Department of Commerce (ODOC) SITES (Supporting Industrial Transformation and Economic Success) Program: ODOC has ramped up their site selection process and have provided local Economic Development Organizations with the ability to submit sites to be analyzed by professional site selectors through InSite Consulting.
 - Director of Economic Development submitted an extensive Request For Proposal process for the South 75 Business Park. This was completed July 10.
 - Awaiting feedback from site developer on analysis from the Site.
 - Business Inquiries: Economic Development has had continued conversations with potential businesses regarding relocating aspects of their operation to Glenpool.
 - Working with a developer on potential retail growth that would add more amenities for the city. Work is ongoing.
 - Approached by a business who is looking at establishing a new location in Glenpool which would enhance overall quality of life.
- *Travel/Training/Misc:*
 - Select Oklahoma Annual Conference: Director of Economic Development was selected to be on the Education Committee and is helping plan and organize the 2024 Annual Conference for Select Oklahoma. Select Oklahoma is a coalition of Economic Development entities throughout the state of Oklahoma.
 - Tulsa's Future Regional Economic Development: Regional Partner meeting will be held at the Glenpool Conference Center in September. The City Manager and Director of Economic Development will provide a presentation on the current state of the city.
- *Grants:*

- Beth Miller (Grants – Special Projects Coordinator) collaborated with staff and Council to submit applications for various grants.
 - CDBG Grant submitted 4/12 for the repair of sinkhole/storm drains at 145th Pl and Kendalwood BLVD. This approval will not happen until July.
 - TAP (Oklahoma Dept of Transportation Assistance Program) call for projects submitted 4/30. The Call for Projects is now closed. The project managers are doing drive-outs and will provide feedback. As of 7/29/2024, feedback has not been provided. Staff expect they will provide an extension as TAP works through their processes.
 - INCOG Carbon Reduction Program in the project selection phase. Working with INCOG representatives on this as there is no stated application date. Narrowed down projects in order of importance.
 - INCOG is applying for a regional grant for communities such as Glenpool, to help establish more EV Charging Sites.
 - Staff working on three additional grants for future submission for Council's approval.
- *Special Projects*
 - *Concert Series*
 - The second Concert Series of 2024, featuring "1994," was a success.
 - Next concert is August 15th.
 - Farmers Market
 - Staff pleased with overall attendance and vendor participation.
 - The market is expanding to include several produce vendors as produce comes into season. This has been a request from several folks who visit the market. More produce vendors anticipated in the coming weeks.

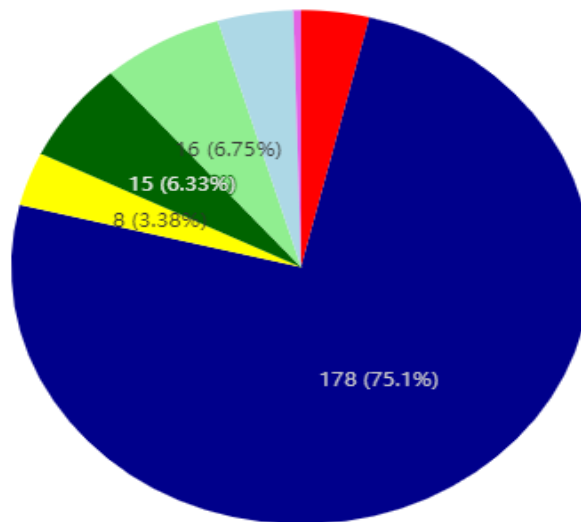
Fire Department

Glenpool Fire Department Operations July 2024

6/21/24-7/25/24 CM Report

Run Type	# of Calls	Totals Calls
EMS Runs	178	237
Fire Runs	59	
Overlapping	60	

Total (237)



Incident Type Series

- 9 1 - Fire
- 178 3 - Rescue & Emergency Medical Service Incident
- 8 4 - Hazardous Condition (No Fire)
- 15 5 - Service Call
- 16 6 - Good Intent Call
- 10 7 - False Alarm & False Call
- 1 9 - Special Incident Type

Police Department

STAFFING

We have selected three candidates for open police officers' positions from the 50 applicants we received. Two have completed their backgrounds and will be starting with the City on August 12th. The third background is still ongoing. Once the third officer is hired we will be back to full staffing.

PROJECTS

The property lockers have been installed and are currently being used. We are excited to continue to move the department forward.

We have replaced the countertop in the breakroom and will be updating the cabinets with a new coat of paint. This is one of the last projects to update the police department.

HIGHLIGHTS

The department entered the Veterans unit and one of our new units in the Heros and Hotrods car show held at Mark Allen. Our units took first and second place in the car show.

TRAINING

Chief Plane and Lt. Robbie Glasby have completed the FBI LEEDA Triple Crown Leadership program. Deputy Chief Graves just completed round two of the course, Command Leadership Institute, (CLI) in July.



Always be *truthful & transparent.*

OUR CORE VALUES

Show that you *care.*
Create *WOW* moments.

Savor
the journey.

Make learning a *habit.*

**OUR MISSION: DEVELOPING A CULTURE OF TRUST
TO BETTER SERVE OUR COMMUNITY**





MINUTES
City Council Regular Meeting
Monday, July 15, 2024 Council Chambers 6:00 PM

COUNCIL PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

COUNCIL ABSENT:

STAFF PRESENT:

David Tillotson
Susan White
Lesli Smith
David Agbetunsin
Lea Ann Reed
Jeremy Plane

STAFF ABSENT:

Page

A) Call to Order - Joyce G. Calvert, Mayor

Mayor Calvert called the meeting to order at 6:14 p.m.

B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor

Lesli Smith called the roll; Mayor Calvert declared a quorum present.
Eric Wade Attorney and Jana Burk Attorney, of Rosenstein, Fist & Ringold was also in attendance.

C) Invocation –

Invocation was led by Susan White, Assistant City Manager.

D) Pledge of Allegiance – Joyce G. Calvert, Mayor

E) Public Comments

There were no public comments.

F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any

Page 1 of 7

Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Approval of the Minutes from July 1, 2024, meeting.

4 - 7

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the consent agenda.

Mayor Calvert recessed the City Council Regular meeting at 6:21p.m.

Mayor Calvert reconvened the City Council Regular meeting at 6:23 p.m.

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

CARRIED.

[City Council Regular Meeting - 01 Jul 2024 - Minutes - Pdf](#)

G) Consideration and appropriate action relating to items removed from the Consent Agenda

No items removed from the consent agenda.

H) Scheduled Business

- 1) Presentation and discussion related to the creation of a Strategic Plan for the City of Glenpool.
(David Tillotson, City Manager)
- 2) Discussion and possible action to designate strategic priorities for inclusion in the City's draft strategic plan.
(David Tillotson, City Manager)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To designate the following five strategic priorities of Economic Vitality, Transportation, Infrastructure, Culture and Entertainment, and Housing Vitality for inclusion in the City's draft strategic plan.

	For	Against	Abstained	Absent
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City Council Regular Meeting
July 15, 2024

Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst				x
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

I) Adjournment

Mayor Calvert declared the meeting adjourned at 8:30 p.m.



MINUTES
City Council Regular Meeting
Monday, July 1, 2024 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Brandon Kearns
Chris Brobst
Jacqueline Triplett-Lund

COUNCIL ABSENT: Tim Fox

STAFF PRESENT: David Tillotson
Susan White
Lesli Smith
David Agbetunsin
Lea Ann Reed
Jeremy Plane
Joe Wuest
Joshua Brannon
Paul Newton
Jesse Hale
Debbie Pengelly
Gerald S. Gilbert

STAFF ABSENT:

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
Lesli Smith called the roll; Mayor Calvert declared a quorum present.
Eric Wade Attorney, of Rosenstein, Fist & Ringold was also in attendance.
- C) Invocation – Greg Connor, Faith Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Management Report**
Mr. Tillotson thanked the staff and volunteers for doing a good job with this years Red White and Boom Celebration. He especially thanked the group of volunteers from the Glenpool First Baptist Church who volunteered to run the Kids Zone at the event. Mr.

City Council Regular Meeting - 15 Jul 2024 Minutes Attachment

City Council Regular Meeting
July 1, 2024

Tillotson stated that even though, the celebration had an unusual ending due to the sudden unknown extreme weather, it was the right call to make to avoid any injuries to everyone involved. City Manager Tillotson, then reminded the council that all comments on the strategic plans are to be turned into him by July 3rd.

After concluding his City Manager Report, Mr. Tillotson turned over his time to Police Chief Jeremy Plane and Judge Miles for the swearing in of two new officers and to recognize two recent CLEET graduates. Officers James Heather, and Joseph Wells were sworn in, and Officers Cynthia Ray and Eric Husong were recognized for their graduation from the CLEET program.

F) Mayor Report – Joyce G. Calvert, Mayor

Mayor Calvert said she wanted to give a big shout out of appreciation to all the staff and public who participated in this years Red White and Boom Celebration.

G) Council Comments

Councilor Brobst stated it was cool to see how much the Red White and Boom Celebration has grown since its inception.

H) Public Comments

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Approval of the Minutes from the June 24, 2024, special meeting.
- 2) Approval of the Oklahoma Highway Safety Office grant award in the amount of \$31,796.00 with no required match, and authorization for City Manager and Police Chief to sign all required grant related documents.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the consent agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox				x
Chris Brobst	x			
Jacqueline Triplett-Lund	x			

Page 2 of 4

Page 5 of 7

City Council Regular Meeting - 15 Jul 2024 Minutes Attachment

City Council Regular Meeting
July 1, 2024

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CARRIED.

J) Consideration and appropriate action relating to items removed from the Consent Agenda

K) Scheduled Business

- 1) Discussion and possible action to approve, modify or deny Budget Amendment CITY-02 for FY24-25, increasing the General Fund Revenue and multiple General Fund expenditure accounts related to the increase of FTE positions for the fiscal year.
(David Tillotson, City Manager)

Moved by Brandon Kearns, seconded by Chris Brobst

To approve Budget Amendment CITY-02 for FY24-25, increasing the General Fund Revenue and multiple General Fund expenditure accounts related to the increase of FTE positions for the fiscal year.

After the vote, City Manager Tillotson advised the Council that Assistant City Manager Susan White's official retirement date is set for August 5, 2024, and more information about her retirement party that will be held on the Thursday prior will be sent out soon.

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

CARRIED.

- 2) Presentation by staff on Glenpool's participation in the INCOG Pedestrian and Bicycle Master Plan.
(Jesse Hale, Public Works Director)

No action was taken on this presentation, but Vice Mayor Kearns stated that this type of project and participation is long time overdue, but he is glad the city is involved.

Page 3 of 4

Page 6 of 7

City Council Regular Meeting - 15 Jul 2024 Minutes Attachment

City Council Regular Meeting
July 1, 2024

L) Adjournment

Mayor Calvert declared the meeting adjourned at 6:30 p.m.

Page 4 of 4

Page 7 of 7



MEMORANDUM
August 5, 2024

To: Honorable Mayor and City Council

From: Jeremy Plane
Chief of Police

Re: Dispatch Consoles

Background:

This item is for Council consideration and action regarding the approval and acceptance of a quote solicited and received from 911 Direct.

The police department was built in 2009 and since then, little to no funds have been allocated to the dispatch area. The department is always trying to be more professional in both our operation and our image. The current configuration in dispatch is not practical and does not function in the manner required. Supervisor Adams has looked at other departments and worked with two companies on designing the correct consoles for our space. The communications division is an important investment, and the city management has done a great job investing in the employees. I would like to continue that trend and create a space the employees can be proud of and that functions to the best of its ability.

The current layout of the communications division will need to change with the addition of new consoles. In order to make the switch, we will need to move some electrical outlets from the east wall to the south wall. I have added \$5,000.00 to accomplish this move.

In addition to the new consoles, the communications division will need new computer monitors replaced. The current monitors are dated and do not accept HDMI, which is what all of the current computer systems use. Each monitor is currently using an adapter to accommodate the HDMI issue. I have added \$2,500.00 for the purchase of twelve new HDMI monitors.

Staff is requesting approval of the purchase from 911 direct. The purchase funding is to come from the approved FY 2024/2025 annual City Budget (Capital Purchases).

Staff Recommendation:

Staff recommends approval of the sales quote received from 911 direct covering the purchase of two dispatch consoles, electrical work and computer monitors in the amount of \$41,425.00

Attachments:

- A. Purchase Quotes: 911 Direct
- B. Floor Plan

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Vice-Mayor Brandon Kearns, Councilors: Tim Fox, Chris Brobst, and Jacqueline
Lund City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith
www.glenpoolonline.com

911 Direct Holdings, LLC
2836 B Industrial Plaza Dr.
Tallahassee, FL 32301

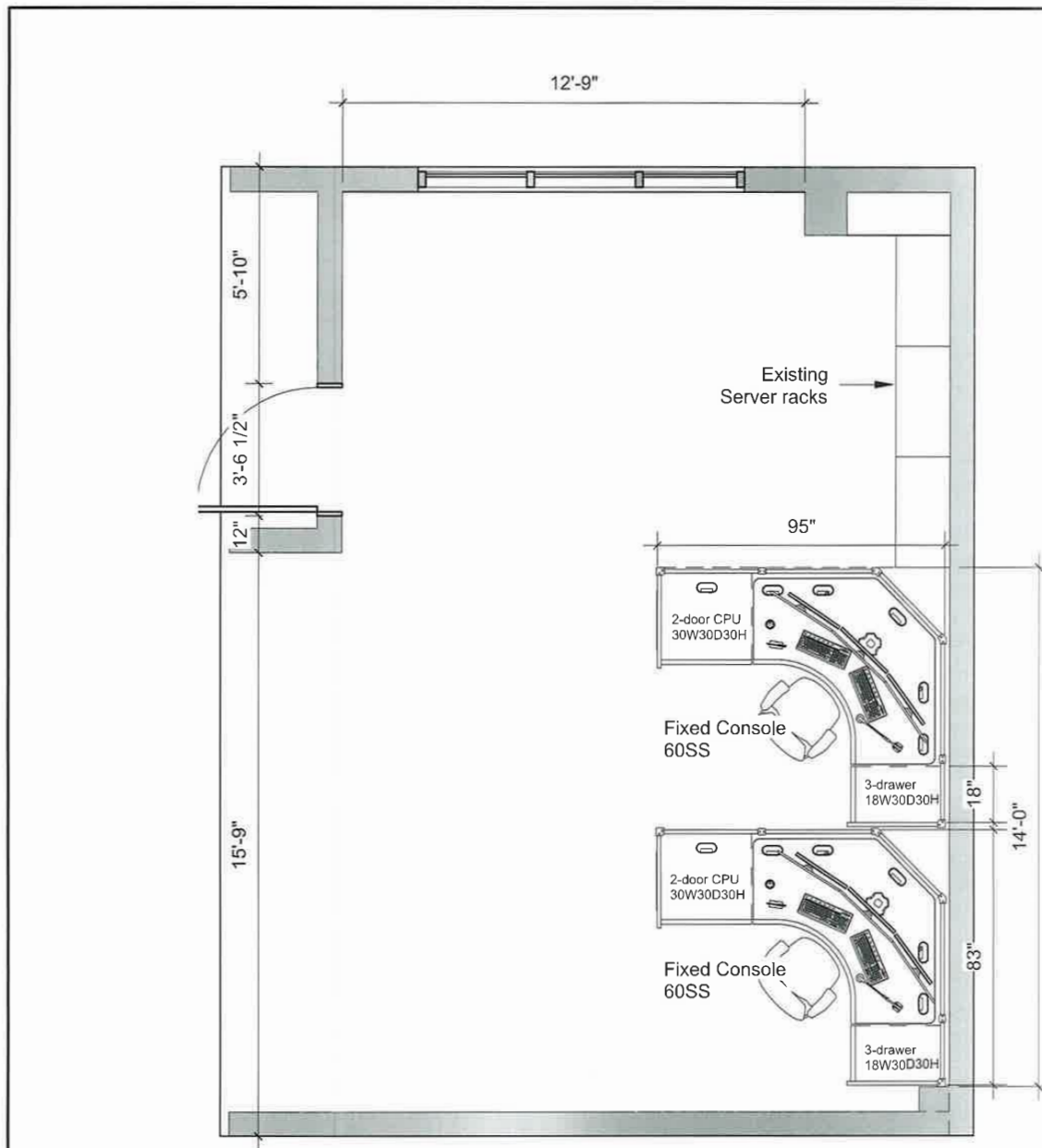
Phone # (850)386-3002
Fax # 850-386-3190



Quotation

Date	Estimate #
3/13/2024	4385

Name / Address		Ship To			
Glenpool Police Department Austin Adams 14536 S Elwood Avenue Glenpool, OK 74033		Glenpool Police Department 14536 S Elwood Avenue Glenpool, OK 74033			
Sales Person	Warranty	Delivery	Validity	Terms	Contract
GP	10 Year	Freight		50%-30%-20%	
Qty	Item	Description	Unit Price	Total	
2	PROD-64-CLSSD	OPTION 2 Prodigy 64 Console...Standard Duty Base Sit/Stand (360lb Static Load on Monitor & Keyboard Surfaces) 4 Cable Chain That Manages cables between work surfaces. Horizontal Cable Mgmt. 2-20Amp Power Bars.	7,900.00	15,800.00	
	PROD-00-0DSF	Trillium Personal Tasklight	275.00	275.00	
	PROD-00-3DF	3-Drawer Filing Cabinet 18x30x30	790.00	790.00	
2	PROD-00-2CPU (24)	2 Door CPU Cabinet 24x30x30	890.00	1,780.00	
2	PROD-64-FPF	Prodigy 64: Focal Platform	695.00	1,390.00	
2	PROD-00-SUSB	Surface Mount Daul USB Charging Grommet	245.00	490.00	
2	PROD-64-DMS	Prodigy 64: Data Management System	385.00	770.00	
2	PROD-64-PAN4	Panel System Set- 4" spec lam finish (18" above surface)	1,150.00	2,300.00	
2	PROD-76-M	Monitor Array 3x3	690.00	1,380.00	
2	PROD-64-PDS	Prodigy 64: Power Distribution System	320.00	640.00	
2	PROD-64-PCS	Optional: Prodigy 64: Personal Comfort System	2,250.00	4,500.00	
	Shipping	Shipping and Logistics	1,850.00	1,850.00	
	Installation	Complete Installation	1,960.00	1,960.00	
Total				\$33,925.00	



CURRENT REVISION: 3-12-24



Project:
Glenpool PD

Option 5 - L

THIS DRAWING AND DESIGN
ARE THE PROPERTY OF 911
DIRECT HOLDINGS, LLC. AND
MUST NOT BE USED OR
REPRODUCED WITHOUT THE
WRITTEN PERMISSION FROM
911 DIRECT HOLDINGS, LLC.



2836-B Industrial Plaza Dr,
Tallahassee, FL 32301
Fax: 850-386-3190
email: rfpough@911direct.com

Drawing #: A5.0

Date: 02-28-24

Drawn by: J.L.

Scale: 1/4" = 1'-0"

3/12/2024 5:30:39 PM



Project:

Glenpool PD

View 1

THIS DRAWING AND DESIGN ARE THE PROPERTY OF 911 DIRECT HOLDINGS, LLC. AND MUST NOT BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION FROM 911 DIRECT HOLDINGS, LLC.



2836-B Industrial Plaza Dr,
Tallahassee, FL 32301
Fax: 850-386-3190
email: rfpough@911direct.com

Drawing #: A5.1

Date: 02-28-24

Drawn by: J.L.

Scale: 12" = 1'-0"

CURRENT REVISION: 3-12-24



3/12/2024 5:30:39 PM



MEMORANDUM
August 5, 2024

To: Honorable Mayor and City Council

From: Jeremy Plane
Chief of Police

Re: Ti Training simulation/ De-Escalation

Background:

This item is for Council consideration and action regarding the approval and acceptance of a quote solicited and received from Ti Training. The department purchased the simulator in 2022 and we are looking to expand the training we provide with upgrades to the system.

Currently the system utilizes a projector and screen to cast the scenarios during the training. Ti has upgraded from a projector based system to a LED display. The LED display not only adds to the real feel of the scenario, but can be utilized as a monitor for instructors in other areas, department backdrop and command projector during isolated incidents.

In addition, we will add a new feature to stimulate the training. The shoot back cannon will give the instructor the ability to add consequence when a student fails to act according to the scenario. This will enhance the students senses and force them to be more aware of their surroundings during training.

Ti has provided a quote for the LED Wall and the Shoot back Cannon. The wall will be \$30,200.00 and the cannon will be \$9,000.00 Both items have include a 1-year warranty.

Staff is requesting approval of the purchase from Ti. The purchase funding is to come from the approved FY 2024/2025 annual City Budget (Capital Purchases).

Staff Recommendation:

Staff recommends approval of the sales quote received from Ti covering the purchase of an LED wall and a shoot back cannon as described for a total purchase price of \$39,200.00

Attachments:

A. Purchase Quotes: Ti.

Quote

Glenpool PD
14536 S Elwood Ave
Glenpool, OK 74033
918-322-8110



4680 Table Mountain Drive
Suite 150
Golden, CO 80403
(800) 634-1936
<http://TiTraining.com/>

Estimate No. 8308 Issued on Tue Oct 31, 2023

Qty	Name	Description	Rate	Amount	Tax
1	RECON LED Single Screen Upgrade	11 LED Wall for use with RECON Core System or as a Smart Screen Display. This is the LED Wall/screen only. The RECON operating system is purchased separately and is required.	\$25,000.00	\$25,000.00	NON
1	Onsite Training - Upgrade	Onsite Master Instructor Training (Upgrade Bundle)	\$3,500.00	\$3,500.00	NON
1	*Shipping	Shipping LED wall	\$1,700.00	\$1,700.00	NON

Tax	\$0.00
Estimated Total	\$30,200.00
Deposit Due	\$0.00

Signature:
Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal

Quote

Glenpool PD
14536 S Elwood Ave
Glenpool, OK 74033
918-322-8110



4680 Table Mountain Drive
Suite 150
Golden, CO 80403
(800) 634-1936
<http://TiTraining.com/>

Estimate No. 8606 Issued on Wed Jan 31, 2024

Qty	Name	Description	Rate	Amount	Tax
1	Deluxe Return Fire w/Barricade	Return fire cannon fire foam rubber balls wirelessly by remote control. Package includes portable barricade for cover and concealment.	\$8,900.00	\$8,900.00	NON
1	*Shipping		\$100.00	\$100.00	NON

Tax	\$0.00
Estimated Total	\$9,000.00
Deposit Due	\$0.00

Signature:
Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:



MEMORANDUM
August 5, 2024

To: Honorable Mayor and City Council

From: Jeremy Plane
Chief of Police

Re: Vehicle Purchase: Police Department

Background:

This item is for council consideration and action regarding the approval and acceptance of quotes solicited and received from Dana Safety Supply Inc./ Duval Ford, White Glove Auto, and Kustom Signal Radar. The attached quotes cover the price for 5 Ford Police Interceptor AWD Vehicles, emergency lighting and interior equipment purchase and installation, vehicle graphics application for all vehicles, and radar units. Below is the breakdown of vehicle and equipment costs.

Item	Cost	Amount	Total Cost
2025 Ford Interceptor	\$54,721.00	5	\$273,605.00
Vehicle Graphics	\$857.70	5	\$4,288.50
Emergency Vehicle Equipment	\$15,088.50	5	\$75,442.50
Kustom Signal Radar Unit	\$1,608.91	5	\$8,044.55
Grand Total			\$361,380.85

This purchase will replace high mileage police vehicles and aging and non-functioning vehicle equipment. These vehicles will be purchased through Dana Safety Inc./ Duval Ford. The vehicles from Dana Safety can be completed and delivered before the end of 2024.

The department attempted to get pricing from Bill Knight Ford and an estimated delivery date. We were unable to secure a quote from Bill Knight. Based on past years, Bill Knight gave an estimated delivery date between March and April of the following year.

The funding for this purchase will come from FY 2024/2025 Public Safety Capital Budget under item 51-6-03-6350 (Vehicles). A separate agenda item will be scheduled for a future council meeting that will address any financing/ leasing once a bid process is complete.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



Staff Recommendation:

Staff recommends approval of the sales quotes received from Dana Safety Inc./ Duval Ford, White Glove Auto, and Kustom Radar for the purchase of 5 Ford Police Interceptor vehicles and equipment as described for a total purchase price of \$361,380.85

Attachments:

A. Purchase Quotes:

- Dana Safety Inc.,
- White Glove Auto
- Kustom Signal Radar

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	519397-A
Customer No.	GLENPOOLPD

Bill To

Glenpool Police Department
 14600 S Eldwood Avenue
 Glenpool, OK 74033
 United States

Ship To

(For Pickup - OKLA)
 OKLAHOMA
 308 NE 145th Pl
 Edmond, OK 73013

Contact: Matt Graves
Telephone: 918-322-8110
E-mail: mgraves@cityofglenpool.com

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma		DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	N	VEHICLE 2025 FORD PIU ECOBOOST - DARK GREY W SPOTLIGHT Warehouse: OKLA **LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING		54,721.0000	273,605.00
5	5	N	VEHICLE BK0534ITU20 SMC PB400 VS ALUM BUMPER 2020+ FORD PIUT Warehouse: OKLA		450.0000	2,250.00
5	5	N	BK0534ITU20 EMPLB SOI, MPWR LBAR, 48", RW/W/BW, RW/RA/RBA/BA/BW, HK2 SEE ATTACHED Vin #: Warehouse: OKLA		1,851.0000	9,255.00
5	5	N	SOI mPower 48" LED Lightbar RWBW/RABA PNFLBF32 SOI, HOOK KIT, 2020-23 FORD PIU, 54" SEE WEB Warehouse: OKLA		0.0000	0.00
5	5	N	https://soundoffsignal.com/support-page/vehicle-specific-lookup/ PMPLBKXT SOI Fixed Height Extension Plate for mPower Lightbar Warehouse: OKLA		0.0000	0.00
5	5	N	ENGSA5200RSP 500 Series 200 W Siren Control Warehouse: OKLA		819.0000	4,095.00

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E-mail: mgraves@cityofglenpool.com

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	N	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: OKLA	45.0000	450.00
10	10	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: OKLA 100J series composite speaker w/ universal bail brkt-100 watt	202.0000	2,020.00
5	5	N	EMPSCG1SLS3E SOI, MPWR FASCIA C-N-G, 3", STM, BLK HSG, BLU/WHT Warehouse: OKLA NO SOI CONFIG ONLINE	130.0000	650.00
5	5	N	EMPSCG1SLS3D SOI, MPWR FASCIA C-N-G, 3", STM, BLK HSG, RED/WHT Warehouse: OKLA 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/White	130.0000	650.00
10	10	N	EMPSCG2QMS5RBW SIDE OF PB @ 45 Warehouse: OKLA mpower® 4" 3-Wire Light w/ Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	130.0000	1,300.00

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Telephone: 918-322-8110
E-mail: mgraves@cityofglenpool.com

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Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
50	50	N	EMPSG2STS5RBW TRIO MPOWER STUD Warehouse: OKLA		130.0000	6,500.00
			1 EACH SIDE OF TAG 1 FRONT OF EACH PB 1 FOG 1 1/4 GLASS 1 WHEN OPEN HATCH			
10	10	N	PMP2WDG35B SOI MPOWER 4" 35 DEGREE WEDGE BLACK Warehouse: OKLA		14.0000	140.00
10	10	N	ENT2B3RBW UNDER MIRROR LIGHT - RED/BLUE/WHITE Warehouse: OKLA		185.0000	1,850.00
5	5	N	PNT1CRV05 SOI INTERSECTOR UNDER MIRROR ADPTR SET 2013+ PI SU Warehouse: OKLA		15.0000	75.00
10	10	N	PMP2BKDGJ 1/4 GLASS BRACKET FOR MPOWER Warehouse: OKLA		30.0000	300.00
15	15	N	3SRCCDCR 2 IN CARGO AREA / 1 IN PRISONER AREA Warehouse: OKLA		55.0000	825.00

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Sales Quote

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Contact: Matt Graves
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Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	N	INSTALL KIT CARGO DOME SWITCH RED/WHITE DUAL SWITCH Warehouse: OKLA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		20.0000	200.00
5	5	N	SHOP CARGO DOME SWITCH RED/WHITE DUAL SWITCH Warehouse: OKLA		20.0000	100.00
5	5	N	ESLRL6105E SOI, SL RUNNING, 61", 5MOD, B/W, 2CLR/DUO Warehouse: OKLA		315.0000	1,575.00
5	5	N	ESLRL6105D SOI, SL RUNNING, 61", 5MOD, R/W, 2CLR/DUO Warehouse: OKLA		315.0000	1,575.00
10	10	N	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: OKLA		55.0000	550.00
5	5	N	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: OKLA		250.0000	1,250.00
5	5	N	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: OKLA		300.0000	1,500.00

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	N	PMP1BK004 SOI D-PILLARD WEDGE KIT FOR 2020 PIU, 6-PIECE Warehouse: OKLA		75.0000	375.00
30	30	N	EMPS700BB-8 SOI, MPWR FASCIA C-N-G, 3", QM, BLK HSG, RED/BLU/WHI Warehouse: OKLA		130.0000	3,900.00
5	5	N	3" mpower Fascia Connect-n-Go with Quick Mount 12 LED 9-32 Volt SAE with 3" Pigtail w/ Connector Black Housing with Clear Lens RED/BLU/WHI 7170-0735-09 GJ 2020+ Ford Police Interceptor® Utility Short Consol Warehouse: OKLA		1,031.0000	5,155.00
10	10	N	7170-0735-09 2020+ Ford Police Interceptor® Utility Short Console Box with Cup Holder, Armrest, and Mongoose® XE 9" Motion Attachment MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: OKLA		40.0000	400.00
5	5	N	475-0063 JOTTO 2020 JOTTO PI UTILTY CAGE Warehouse: OKLA		821.0000	4,105.00
5	5	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: OKLA "Dual T-Rail Mount2 Universal XL Handcuff Key Override"		450.0000	2,250.00

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 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	N	475-0067 JOTTO 2020 FORD PI UTILITY CARGO BARRIER Warehouse: OKLA		445.0000	2,225.00
5	5	N	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: OKLA FITS ROCKER SWITCH KNOCK-OUT *****		100.0000	500.00
5	5	N	475-1251 JD REAR DOOR HANDLE AND LOCK COVER SET Warehouse: OKLA		85.0000	425.00
5	5	N	INFO customer supplied Printer / E-Seek Reader M-260 Warehouse: OKLA		0.0000	0.00
5	5	N	7160-0546 GJ MAGNETIC STRIPE READER MOUNT Warehouse: OKLA		43.0000	215.00
5	5	N	INFO customer supplied COMPUTER DOCK Warehouse: OKLA YEAR: MAKE: MODEL: PACKAGE:		0.0000	0.00

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DANA SAFETY SUPPLY, INC
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GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote

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Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	DC Graves - Chief Plane		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	N	P1063406-034 BLUESTAR ZEBRA AIT CONVERT CABLE, 6IN, ZQ500 SERIE Warehouse: OKLA		25.0000	125.00
5	5	N	ZEBRA AIT, ACCESSORY, KIT, CONVERT CABLE, 6 INCH, ZQ500 SERIES P1063406-062 Zebra Printer Vehicle Cradle w/ USB Lock ZQ500 series Warehouse: OKLA		159.0000	795.00
5	5	N	INSTALL 33 HOURS @ 82.50 HOUR Warehouse: OKLA		2,722.5000	13,612.50
5	5	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: OKLA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		250.0000	1,250.00
10	10	N	5026B Delivery Info: 644310 BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: OKLA		50.0000	500.00
5	5	N	MB8U25 Delivery Info: 640039 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUNT Warehouse: OKLA		25.0000	125.00

Print Date	02/08/24
Print Time	10:24:23 AM
Page No.	7

Printed By: Cody Craig

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	519397-A
Customer No.	GLENPOOLPD

Bill To

Glenpool Police Department
 14600 S Eldwood Avenue
 Glenpool, OK 74033
 United States

Ship To

(For Pickup - OKLA)
 OKLAHOMA
 308 NE 145th Pl
 Edmond, OK 73013

Contact: Matt Graves
Telephone: 918-322-8110
E-mail: mgraves@cityofglenpool.com

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
02/07/24	GROUND SHIPMENT		QUOTED FREIGHT		NET30
Entered By		Salesperson		Ordered By	Resale Number
Cody Craig		Cody Craig - Oklahoma		DC Graves - Chief Plane	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	N	QWB800 Delivery Info: 640039 MOTOROLA 1/4 WAVE BLACK ANTENNA Warehouse: OKLA	25.0000	125.00
5	5	N	83-0115 Delivery Info: 640040 AFS SINGLE ENTRY CABLE SEAL W/HEATSHRINK GASKET ASSY Warehouse: OKLA Single Entry Cable Seal with Heatshrink Gasket Assembly L: 1.25" ID" 0.75", Hole: 1"	0.0000	0.00
5	5	N	CB-150A Delivery Info: RROC/TRANS BI MANUAL RESET CIRCUIT BREAKER 150A Warehouse: OKLA	0.0000	0.00
1	1	N	INFO install customer supplied RADIO - RADAR Warehouse: OKLA	0.0000	0.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days					

Print Date	02/08/24
Print Time	10:24:23 AM
Page No.	8

Printed By: Cody Craig

Subtotal	346,797.50
Freight	2,250.00
Order Total	349,047.50

Quote Number 00009804



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 2/8/2024
Expiration Date 5/8/2024

Quote To:

Name Deputy Chief Matthew Graves
Bill To Name GLENPOOL POLICE DEPARTMENT
Bill To 14600 S ELWOOD AVE
GLENPOOL, OK 74033-0070
USA

Ship To Name GLENPOOL POLICE DEPARTMENT
Ship To 14600 S ELWOOD AVE
GLENPOOL, OK 74033-0070
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
833	5.00	Raptor RP-1 Dual Directional K-Band Antennas with Same Direction and DuraTrak™	\$1,608.91	\$8,044.55

Totals

Subtotal	\$8,044.55
Shipping and Handling	\$0.00
Total Amount	\$8,044.55

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

OK NASPO Contract #00218

Contract Expires February 19 2024

27-Month Standard Warranty
Includes Shipping

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____



White Glove Auto
12804 South Memorial Drive
Unit 125
Bixby, OK 74008
(918) 806-2780
info@whitegloveautotulsa.com
whitegloveautotulsa.com

Estimate #7194

Created: 2/8/2024 09:05 AM CST
Payment Term: On Receipt
Service Writer: Jay Gonzalez

GLENPOOL POLICE DEPARTMENT
Mobile: (918) 807-9577
mgraves@cityofglenpool.com

2023 Ford Police Interceptor Utility Base

#	Services	Service Total
	There are no services	

Recommended

These are not included in the final total.

Custom Printed Decal Install

	Description	Price	QTY	HRS	Subtotal
1	Print Cost	\$0.65	50		\$32.50
2	Vinyl Weeding			0.75	\$82.50
3	Surface Prep			2	\$220.00
4	Vinyl Application			4	\$440.00
5	Avery 1105 Print Vinyl <i>Note: 2 Mil cast gloss opaque vinyl with grey removable adhesive featuring Easy Apply (EZ air egress technology that helps reduce bubbles, wrinkles, and air entrapment during installation) and RS (repositionable and slideable adhesive technology)</i>	\$2.04	50		\$102.00
6	Avery DOL 1360z Gloss/Satin Laminate <i>Note: 1.3 Mil, cast PVC, ultra conformable overlamine providing excellent abrasion resistance, and durability Gloss (1360Z), Luster (1370Z), and Matte (1380Z) Excellent UV, temperature, humidity, and salt-spray resistance Enhances color and depth</i>	\$1.52	50		\$76.00
Discount (10%): (\$95.30)					Total: \$857.70

Standard Wrap Package - Solid Color

Call number for the roof of the vehicle

	Description	Price	QTY	HRS	Subtotal
1	Surface Prep			0.25	\$27.50
2	Vinyl Application			0.5	\$55.00
3	3M 2080 Gloss White <i>Note: 3M™ Wrap Film Series 1080 is transitioning to 3M™ Wrap Film Series 2080 All of the same features as 3M Series 1080, plus: Protective film layer on gloss colors - stays on during installation and then is removed quickly, easily and cleanly after install to reduce surface impressions and scratches. Improved conformability - provides a better fit around curves and in channels for a sleek appearance and easier installation.</i>	\$3.62	5		\$18.10



White Glove Auto
12804 South Memorial Drive
Unit 125
Bixby, OK 74008
(918) 806-2780
info@whitegloveautotulsa.com
whitegloveautotulsa.com

Estimate #7194

Created: 2/8/2024 09:05 AM CST
Payment Term: On Receipt
Service Writer: Jay Gonzalez

Standard Wrap Package - Solid Color

Discount (10%): (\$10.06)

Total: \$90.54

WINDOW TINTING: Oklahoma law states that no tint may be applied to full windshields. It also states that you may not have anything less than 25% opacity on the front door windows. It is unlawful to have a windshield strip that comes down further than 5 inches. You assume all responsibility for any window tint that does not abide by Oklahoma state law.

TINT INSTALLATION/REMOVAL: Any window or piece of glass with defrosters is at risk of being ruined upon tint removal and or installation. This is especially common with any Tesla Model 3, Model S, Model X, and Model Y. the customer assumes all risk.

PAINT PROTECTION FILM and/or VINYL REMOVAL: White Glove Auto always takes precautions and ensures to remove the film to the best of our ability. In some instances paint or clear coat may peel up with the film, White Glove Auto can not be held responsible for these instances.

PHOTOGRAPHY: INITIAL:_____ This says you allow us to Take & Share photos of your vehicle on our social media profiles (no personal information is shared)

PRIOR SERVICE DISCLAIMER: White Glove Auto is not responsible for damage that existed prior to service.

White Glove Auto reserves the right to drive your vehicle for repositioning, and performance service testing purposes

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the repair work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional repairs are required, we will prepare a revised work order providing the cost of additional parts and labor and the total revised cost. All parts are new unless specified otherwise.

Deposits are non-refundable. No returns or refunds on specially ordered items or electrical parts. There is no warranty for customer supplied materials.

Totals do not include recommended services

Parts	\$0.00
Labor	\$0.00
Subtotal	\$0.00
Tax	\$0.00
Grand Total	\$0.00
Paid To Date	(\$0.00)

REMAINING BALANCE **\$0.00**

Signature _____



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: August 5, 2024
Subject: Employee Handbook Adoption, Article 4 Performance Planning and Appraisal

Background:

Article 4: Performance Planning and Appraisal provides the processes and guidelines for employee evaluations. Although the unions have a process in place to conduct employee appraisals, there is not a formal evaluation process for non-union personnel.

Human Resources has reviewed a few plans and will continue to search for a satisfactory evaluation tool. Upon identification of an evaluation tool, Title 4 will be updated to outline the details of the plan and process. Until that time this article should be reserved as a placeholder.

Although the unions follow assessment processes outlined in their own policies and therefore will not be subject to later updates to this article, we felt it was important to maintain the established approval process. Consequently, each union was given the opportunity to review and submit recommended modifications. Both unions agree to reserving the article for future updates.

Staff Recommendation:

Staff recommends Council consideration and approval to reserve Article 4: Performance Planning and Appraisal, City of Glenpool Employee Handbook until such time as Human Resources has identified an evaluation tool and process.

Attachments:

Redline Comparison
Clean Article 4 Performance Planning and Appraisal

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

ARTICLE 4: PERFORMANCE PLANNING AND APPRAISAL

[Human Resources is currently researching employee evaluation processes for non-union employees. Upon finalization of the process, this policy will be updated.]

4.1 PURPOSE

The primary purpose of performance planning and appraisal is to help assure two-way communication between supervisor and employee about the employee's role in and contribution to the City organization and work team. The department head's and supervisor's responsibility is to let employees know what is expected and how well those expectations are being met. Employees need to know what their jobs are and how well they are doing those jobs in order to be effective.

~~A performance evaluation shall reflect the true performance of the employee. Each employee has strong points and weak points and these shall be indicated on the rating scale. The evaluation shall provide a fair and objective appraisal of the employee's performance. At no time should partiality or spite or a "halo effect" influence the rating.~~

~~When needs are identified, employees shall be given the opportunity to improve and develop their skills.~~

~~The career planning and development component of the appraisal form is intended to identify needs for training and development to enhance the abilities of the employee.~~

4.2 PROCEDURE

~~All regular full time classified employees and part time classified employees shall receive from their immediate supervisor an annual evaluation. Each employee shall receive their evaluation during the month of the anniversary of their hire date with the city. The City of Glenpool Performance Planning and Appraisal form shall be used for all employees. Forms are on the shared drives on the network.~~

~~Special performance reports may be rendered at the supervisor's discretion.~~

~~Supervisors may also issue reports in letter form whenever an employee's performance deviates from the normal. These may be defined as either warnings or commendations and are important to the maintenance of complete personnel records.~~

~~The immediate supervisor and the employee shall determine the key behaviors, objectives and expectations and the measurements for which the employee will be evaluated throughout the year. These evaluators shall come from the employee's job duties and responsibilities as they link to the department's strategic business plan. The~~

supervisor shall then evaluate and rate the employee's performance and discuss the rating with the next level supervisor and then to the department head for approval. The department head shall return the report to the immediate supervisor who will discuss it with the employee. The employee shall sign the evaluation report after all levels of supervision have reviewed the ratings and made needed written comments on the form. A copy of the signed evaluation shall be given to the employee. The completed annual evaluation shall be submitted to Human Resources to be placed in the employee's personnel file.

An employee's performance rating may not be appealed beyond the department head, however, the employee may submit a statement with the evaluation to be included in his/her personnel file.

4.3 — CATEGORIES OF PERFORMANCE SUBJECT TO EVALUATION

The key to effective performance in virtually any job comes down to two elements; specific behaviors (how the job is done) and results (what is done). This involves working together with others, either inside (coworkers) or outside (customers and vendors) the organization to get work done.

- A. Key Behaviors. Employees shall be evaluated on four key behaviors that are generally applicable to all positions. They are: Customer Service, Technical Skills, Organizational Behavior and Self-Management. Besides the four key behaviors identified, there may be situations where other specific behaviors are relevant to a particular position. In these cases the specific behavior can be addressed under the Objectives and Expectations section of the Performance Planning and Appraisal form.
- B. Objective and Expectations. The key objectives and expectations for each position are derived from the job content of that position and its place within the organizational structure. The supervisor shall work jointly with each employee in developing measurable objectives and expectations for which the employee shall be rated.

Each objective statement shall describe the end results expected of the position and shall be clearly worded to emphasize action and allow performance to be measured objectively. Measurements shall ideally be objective, observable and quantifiable. Counting is the most objective form of measurement and can occur in the areas of quality, quantity, cost and timeliness. Judging is a more subjective form of measurement, but can be used with judgment scales, i.e., "on a scale of one to ten, how would you rate...". A general description that provides information placing dimensions on that item or activity could also be used; or opinion scales which would have information based on survey data.

4.4—RATING THE PERFORMANCE

A.—Assigning Weights. Each position has key behaviors and/or objectives and expectations that must be assigned a percentage weighting factor. The total of all weighting factors is 100%. This factor reflects the relative importance of the key behaviors and objectives and expectation to each other and to the total job.

The weighting factor is not an indication of the time spent by the employee in these areas, but the importance of these areas. Avoid fractions of a percent as a weight.

B.—Rating Scales. The rating scale has five possible evaluation rating levels. They are Distinguished, Commendable, Competent, Provisional and Unacceptable.

The following evaluation level and definition shall be used when evaluating employees:

~~Distinguished: (4.50-5.00)~~

~~Clearly exceptional performance. Consistently exceeds position requirements and expectations. Results of goals and objectives are consistently above expectations.~~

~~Commendable: (3.50-4.49)~~

~~Exceeds position requirements and expectations. Results of goals and objectives are generally above expectations.~~

~~Competent: (2.50-3.49)~~

~~Meets position requirements. Obtains expected results of objectives and expectations. Performance is what is expected from experienced qualified individuals.~~

~~Provisional: (1.50-2.49)~~

~~Generally meets position requirements. Meets expectations with a few exceptions; however, some improvement is required.~~

~~Unacceptable: (1.00-1.49)~~

~~Clearly does not meet position requirements. Performance is below acceptable level and improvement must occur.~~

C.—Accumulation of Scores. The supervisor will indicate an overall performance rating which best describes the performance level of the employee being evaluated.

The following steps are to be used in computing the annual evaluation score:

- 1— Compare actual performance to individual planning goals.
- 2— Determine which level of achievement the performance represents, (i.e., Distinguished, Commendable, Competent, Provisional or Unacceptable).
- 3— Rate employee's achievement of each goal by entering the appropriate number in the Rating column.
- 4— The form will calculate the Score for each key behavior and objective and expectation by multiplying its weight by its rating.
- 5— The form will add the Scores of all the key behaviors and objectives and expectations to obtain the annual evaluation score.
- 6— Match the annual evaluation score to the overall evaluation scale to determine the annual level (commendable, competent, etc.)

4.5— CAREER PLANNING AND DEVELOPMENT

The Career Planning and Development component of the Performance Appraisal Form is intended to identify needs for training and development to enhance the abilities of employees. Through targeted training, an individual will be assisted in the preparation needed to take advantage of career opportunities. The supervisor shall list specific training and/or developmental activities to assist the employee in the performance of current or future position responsibilities.

ARTICLE 4: PERFORMANCE PLANNING AND APPRAISAL

[Human Resources is currently researching employee evaluation processes for non-union employees. Upon finalization of the process, this policy will be updated.]

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To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: Kone Headz User Agreement

Background:

The City of Glenpool has leased the concession facility located at Black Gold Park to Michelle and Lance Cole dba Kone Headz Inc. for many years. The proposed User Agreement is a renewal agreement of last years.

The Coles have agreed to the renewal terms and conditions and have supplied copies of their current insurance coverage as a listed condition with the Agreement. If approved the term of the agreement shall be a full one year running from July 1, 2024- June 30, 2025. The Coles pay a rental fee of \$300 per month they occupy the space full time (May – August), for a total of \$1200 per fiscal year.

Recommendation:

Staff recommends approval of the User Agreement with Kone Headz Inc. for FY24-25.

Attachments:

- Proposed Kone Headz Inc. User Agreement
- Insurance coverage certificate

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

**Lease Agreement: City of Glenpool/Black Gold Park Concession Facility/City
Lance & Michelle Cole/User
TERM: July 1, 2024 through June 30, 2025**

LEASE AGREEMENT

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

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

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

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

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

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) City: City of Glenpool
- c) City's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. David Tillotson
Telephone: 918-322-5409
Email: dtillotson@cityofglenpool.com
- d) User: Lance and Michelle Cole
- e) User's Address for Notice Purposes:
13419 South 19th Street, Bixby, Oklahoma 74008
Telephone: 918-986-4171 (Lance) 918-519-2234 (Michelle)
Email: colefamok@yahoo.com
Email: lance.cole@landstarmail.com
- f) Term: July 1, 2024 through June 30, 2025

- g) Rent: User shall pay rent to the City for the use of the Premises of \$300.00 per month for the months of May, June, July and August during the term of this Agreement for a total of \$1,200.00.
- h) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

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

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

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

Section 3. Other Obligations of User. It shall be the duty of the User to:

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

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

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

Section 5. Insurance, Indemnification and Release of Claims

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

- b) Scope. Events within the scope of this provision include without limitation:
- Failure by User to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to City.
- c) Minimum Amounts. User shall obtain and maintain insurance in no less than the following amounts and in terms no more restrictive than the following:
- General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and
- Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma, to the extent required.
- d) City as Additional Insured. User shall include the City of Glenpool, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- e) Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days' prior written notification. The insurer shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- f) Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its employees, guests, invitees, representatives, officers, agents, or contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- g) Defense Against Liability Claims. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses

and damages is brought against City, User shall defend the same at its sole cost and expense; *provided that*, City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against City or any of its officers, agents, and employees, or jointly against City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

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

Section 6. Option to Renew. City and User shall have the option, but not the obligation, to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 7. City's Right of Access. City shall have an unrestricted right to enter the Premises at its sole discretion, provided that City shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of User's Operations.

Section 8. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

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

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

Section 9. Damage. If any portion of the Premises necessary for User's Operations is damaged during the Term of this Lease, other than by causes attributable to User, City will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in City's reasonable judgment, more than thirty days to repair, then User may opt to terminate this Agreement without liability.

Section 10. Exclusivity of Lease. City shall not lease, license or otherwise enter into any agreement with any party other than User for the use or occupancy of the Premises during the Term of this Agreement.

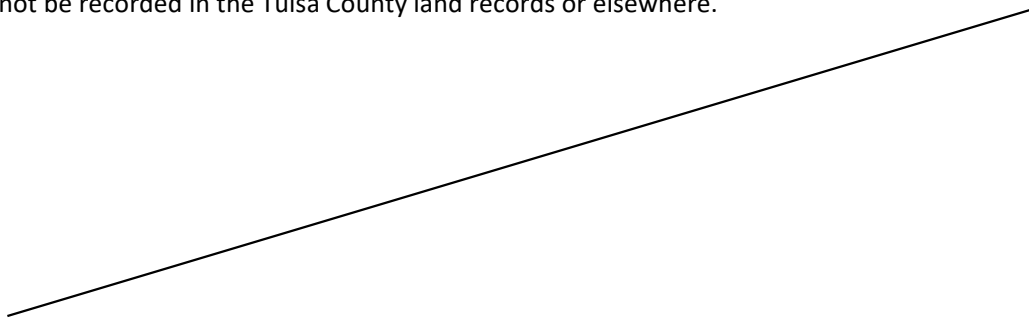
Section 11. Utilities. City will provide, at no cost to User, all utilities required by User's Operations so long as such use is within the scope of this Agreement.

Section 12. Successors and Assigns. User shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the City.

Section 13. Complete Agreement. This Agreement contains all agreements, promises, and understandings between City and User and no other agreements, promises, or understandings shall or will be binding on either City or User. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 14. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 15. Recording Not Required. City and User agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.



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

CITY: City of Glenpool

Joyce G. Calvert, Mayor

Date

Attest:

Lesli Smith, City Clerk

Date

Approved as to Form:

City Attorney

Date

USER: Business Name "Koneheadz"

Lance Cole, Co-Proprietor

Date

Michelle Cole, Co-Proprietor

Date

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

On this the _____ day of _____, 2024, personally appeared before me Lance Cole and Michelle Cole, to me known or satisfactorily proven to be the User described in, and who executed, the foregoing

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

GIVEN under my hand and seal

Notary Public

My commission expires:

Attachments:

- Insurance certificate in compliance with Section 5 of this Lease Agreement
- Copies of all required food handler permits



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2024

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

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

PRODUCER  Steve Krokstrom 8701 South Garnett Road Suite B Broken Arrow OK 740128821		CONTACT NAME: Steve Krokstrom PHONE (A/C No, Ext): 918-250-2616 FAX (A/C No): E-MAIL ADDRESS: steve.krokstrom.hja9@statefarm.com	
INSURED Cole, Michelle PO BOX 1491 GLENPOOL OK 740331491		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

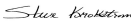
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	N	N	96-AJ-A110-7	05/02/2024	05/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Glenpool 12205 S Yukon Ave Glenpool OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  This form was system-generated on 07/31/2024

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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-19-2023



To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: Glenpool Youth Baseball User Agreement

Background:

Glenpool has leased the baseball fields at Morris Park to Glenpool Youth Baseball since 2015. This agreement extends that lease for Fiscal Year 2024-2025.

A significant shift in this agreement allows for Glenpool Youth Baseball to utilize the ball fields during the fall months in addition to the spring months. For many years, Indian Nation Youth Sports (football and cheerleading) has held the exclusive usage of the fields from July 1 to December 1 each year. Realistically, they only use the fields for 3-4 days out of the week and rarely on the weekends. In an effort to grow youth sports in Glenpool, Indian Nation Youth Sports has agreed to allow Glenpool Youth Baseball to use the fields on weekends and, when available, other dates that the fields are open. This allows for baseball tournaments in the fall and until we expand our park facilities provides an avenue for growth with just a little coordination.

Recommendation:

Staff recommends approval of the User Agreement with Glenpool Youth Baseball for FY24-25.

Attachments:

- Glenpool Youth Baseball User Agreement
- Insurance coverage certificate

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

www.glenpoolonline.com

City of Glenpool
Morris Park User Agreement with Glenpool Baseball League
July 1, 2024 through June 30, 2025

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and the **Glenpool Baseball League** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of City-owned Morris Park for purposes set forth herein. This Agreement shall be effective upon compliance with documentation requirements set forth in Section 17 hereof and execution by duly authorized representatives of the City and the User (the "**Effective Date**").

1. Background and Purpose

- A. Community support. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities (the "**Sport**").
- B. Non-profit. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided substantially by volunteers. Paid staff may include, without limitation, umpires and concession operators, if any. No company, person nor any other entity shall derive profit under this Agreement.

2. Definition of Premises and Ownership

- A. Property. All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings (except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "**Premises**").
- B. Concession Facility. The concession building is owned by the City. Contents of the concession building, such as freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season or upon expiration of this Agreement, whichever occurs sooner. The User may, in its discretion, operate the

concession facility during the Term of this Agreement for the benefit of patrons who use the Premises in accordance with the terms of this Agreement. In no case shall the User allow any third party to operate the concession facility, for profit otherwise.

- C. Office/Storage Building. The office/storage building immediately north of the concession building is owned by the User.
- D. Storage Containers. Con-X boxes (storage containers) located on the Premises are owned by the City. However, the contents of these boxes are owned by the User and/or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of and exclusively for the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. Term. The Term of this Agreement shall extend from July 1, 2024 through June 30, 2025.
- B. Renewal. This Agreement shall not automatically renew for any additional term. However, the parties expect and intend to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2025, through June 30, 2026, unless either party gives 30 days' notice of its intention not to renew or this Agreement is terminated for cause.
- C. Scheduling. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. User agrees to abide by the following:
 - i. User shall have access to Premises for User's exclusive use as provided herein; except for the following times:
 - 1. User understands that Glenpool Youth Football has priority use of the Premises Monday through Friday from August 1st through December 31st. City acknowledges that it will work with User to provide Premises to User outside of the times specified herein if the Premises are not already reserved for the Glenpool Youth Football.
 - 2. Should User desire to use the Premises during these timeframes, User shall notify the Public Works Department of the need, and if the Premises are available, then User shall be given priority over the general public or any other user.
 - ii. During all hours of park operation not specifically scheduled for User's exclusive use for practice, regular games or tournament play, ***User will ensure that the***

Premises are locked and closed to the general public, including the restroom, concession building, storeroom building and drive thru gate.

- iii. In all cases, once User has notified the Public Works Department a minimum of two weeks before its need to use the Premises on a given date and time, User shall have priority over the general public or any other user as outlined above.
- iv. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.C., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Public Works Department.

D. Game/tournament/practice schedules. A schedule of all anticipated Sports activities shall be submitted to the Public Works Department prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Failure to submit such advance schedule may result in loss of priority for any given event.

E. Unscheduled sport events. Sport events not submitted on the season schedule must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Public Works Department at least 96 hours (four days) in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted *provided that date falls within the timelines as detailed in 3.C.*

4. **Scope of License Granted**

- A. Limited exclusive use. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other third party except for such dates and times as are on record with the Public Works Department and for which there is no prior reservation.
- B. Intended use. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Public Works Department.
- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by other teams, leagues or Sport-related organizations ("**Affiliated Users**"). User shall not allow the Premises to be

used as home field or for practice by any teams outside the User's league service area without the approval of the Public Works Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.

- D. Keys and access. The Public Works Department will issue to User's President, other officers or staff members, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Public Works Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises be changed, User will bear all costs associated with the change.
- E. Right of entry by City. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. Admission charge. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records shall be provided to City upon request.

5. User Fee/Damage Deposit

- A. Damage deposit waived. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Public Works Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement if there is renewal subject to section 3.B.
- B. Liability. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players,

board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within 30 days of such notification. If User chooses not to do so, City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Fixtures. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the Term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Public Works Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. Personal property. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any such fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have 90 days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. Maintenance. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. Improvements. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User: User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:
- i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
 - iii. Cleanliness of real and personal property inside the fenced area of Premises, including removal of all trash from the Premises.
 - iv. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City.
 - v. Prior to leaving the Premises following each use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots and place it in the dumpster provided to the park for removal by the City. The dumpster shall be emptied in accordance **with** the City's contracted schedule.
 - vi. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
 - vii. Maintenance of all storage sheds owned by User.
 - viii. General cleanliness and upkeep of any facilities used on the Premises.
 - ix. All baseball field infield maintenance regarding markings and grass control.
 - x. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical

applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.

- xi. All routine dirt work on baseball fields (i.e., pitching mounds, infield dirt, etc.) shall be performed by User, provided that any supplementation of dirt not available on the grounds of the Premises shall be provided by the City.
- xii. This maintenance plan may be coordinated with Affiliated Users or nonaffiliated users who share access to exclusive use of the Premises under a similar agreement with the City.
- xiii. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Public Works Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris. User shall also be responsible for moving all equipment from the grass areas on the fields to a mutually agreeable area of the Premises in order to assist the City with maintenance of the grass.
- xiv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
- xv. In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

- i. Providing the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises including mowing of the fenced- in Premises and excluding upkeep of Personal Property, fixtures or improvements belonging to User as outlined in section 7.A. These services shall include, as determined necessary and scheduled by the City the following maintenance:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent

public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);

- Adequate trash dumpster and/or poly cart service for routine activities;
- All sewerage, concession/bathroom building electrical and plumbing related repairs;
- Parking lot and playing field lighting;
- All fences, backstops and related structures to ensure public safety;
- Mowing or treating with herbicide unwanted vegetation around and below bleachers;
- Turning off and winterizing water and related systems following the agreed upon close of Sport playing season(s);
- Returning water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
- Setting up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.

ii. Scheduled maintenance to be performed by the City shall be as follows:

- Mowing: All Grass covered areas within the entirety of Morris Park will be mowed, on average, once per week during the growing season;
- Park access road/parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
- Pruning: Pruning of trees and shrubs shall be done annually by the City.

8. Utilities

City will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of section 7.A.(xiv) of this Agreement to turn off and lock all electrical facilities (interior

building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

9. Concession Facility [optional]

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to such operations.
- B. User may, in its discretion, operate the concession facility during the Term of this Agreement for the benefit of third parties who are using the Premises, provided that: User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's access to the concession facility, except for intentional acts.
- C. User will receive all revenues from concession operations, if any, and will be the sole provider at Premises throughout the Term of this Agreement, whether during scheduled Sports activities or during use of the Premises by a third party and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law. (To the extent that User claims exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)
- D. User may not sub-contract the use of the concession to a third party.
- E. Use of the concession facility for the sale of concessions is subject to the following conditions:
 - i. All food storage/food preparation procedures and equipment must be operated under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.
 - ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City-County Health Department food handler's permit and has attended the Tulsa City County Health Department food handler's workshop.

10. Annual Compliance Report

User shall present to the Public Works Department an end-of-season report by August 15, 2024, in a form approved by the Director of the Public Works Department giving a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises in accordance with the City's Sign Code. However, City will not unreasonably deny the exhibition of signage by program sponsors or others with User's approval.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to the outfield fencing and park benches, shall be subject to prior approval by the Public Works Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in this section 11 must be reviewed and approved by the Public Works Department.

12. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User- sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youth sports programs.
- B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

13. Insurance; Indemnification; and Release of claims

- A. Indemnification. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:
- i. General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate.
 - ii. Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and
 - iii. Comprehensive Automobile Liability Insurance, only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. Right to Adjust. Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.
- C. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- D. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least 30 days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- E. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.
- F. Indemnification. User shall indemnify, defend and hold harmless the City, its officers,

agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations or exercising any of its privileges under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

G. Scope. Events within the scope of this provision include without limitation:

- i. Failure by User to perform any of the terms or conditions of this Agreement;
- ii. Any personal injury or property damage happening on or about the Premises;
- iii. Failure to comply with any law of any governmental authority; or
- iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.

H. Control of premises. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

I. ***User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the parent or legal guardian of the participant has lawful custody arising or which may arise from any accident that may occur.***

- J. *A release in the form provided by User at Exhibit E shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of the season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.*
- K. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public attending User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Public Works Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, onsite or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

15. Default and Termination Provisions

- A. This Agreement shall be subject to termination by the City upon User abandonment of Premises for a period of 30 days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following 30 days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set

forth in this Agreement, provided that City provides User written notice and 30 days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.

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

16. Miscellaneous

- A. Choice of law and venue. This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.
- B. Compliance with all federal, state, local laws. User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable

federal laws or regulations.

- C. Non-discrimination provision. User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.
- D. Notice provision. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.
- E. Entire agreement. This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind to the contrary shall be effective to the contrary.
- F. Severability. If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- G. Authority to sign. Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.
- H. Amendment provisions. The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- I. Assignment to third parties. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

17. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

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

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to be effective as of July 1, 2024.

CITY: City of Glenpool, Oklahoma

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Lesli Smith, City Clerk

City Attorney

USER: Glenpool Baseball League

President

Verification

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public on this _____ day of _____, 2024, personally appeared _____, known to me to be the President of the Glenpool Baseball League [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Date

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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

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

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 401 PITCHFORK TRAIL SUITE 711 WILLOW PARK, TX 76087	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: FORTEGRA SPECIALTY INSURANCE COMPANY INSURER B: AXIS INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	☒		KSG3100000-01 CERT-WGL100300	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☒ Athletic Participant						MED EXP (Any one person) \$ 5,000	
	☐ Legal Liability						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	OTHER:						Abuse & Molestation \$ 1,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person) \$	
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$	
	☐ DED ☐ RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N ☐ N/A						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
	OTHER (secondary)						E.L. DISEASE - POLICY LIMIT \$	
	Excess Accident Medical						Limit: \$100,000 Deductible: \$250	
B				SRPOAGI-WSA000390	03/01/2024	03/01/2025		

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

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

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER

CITY OF GLENPOOL
2205 S. YUKON
GLENPOOL, OK 74033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John E. Wilson



To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: Soccer County Soccer User Agreement

Background:

Glenpool has leased the South County Soccer Complex to South County Soccer Club since 2016 when the fields were opened. This agreement extends that lease for Fiscal Year 2024-2025. As a reminder this lease must also be approved by Tulsa County prior to going into effect due to the language in our lease agreement with the County for use of the fields. We will be submitting this agreement to them once approved by the Council and the soccer league.

Recommendation:

Staff recommends approval of the User Agreement with South County Soccer Club for FY24-25.

Attachments:

- South County Soccer Club User Agreement for Glenpool-South County Soccer Complex
- Insurance coverage certificate

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

City of Glenpool

South County Recreation Facility User Agreement with South County Soccer Club

July 1, 2024 through June 30, 2025

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and the **South County Soccer Club**, (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization incorporated under the requirements of 26 U.S.C § 501c(3) or 501c(7), for the use the Glenpool South County Soccer Complex and for purposes set forth herein. This Agreement shall be effective upon compliance with documentation requirements set forth in Section 17 hereof and execution by duly authorized representatives of Tulsa County*, the Glenpool City Council, and the User (the "**Effective Date**") as signified below.

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

1. Background and Purpose

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

- iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Term of Agreement and Scheduling Requirements

- A. Term. The Term of this Agreement shall extend from July 1, 2024 through June 30, 2025.
- B. Renewal. This Agreement shall not automatically renew for any additional term. However, the parties expect and intend to negotiate in good faith toward the object of a new or amended agreement with a term from July 1, 2025, through June 30, 2026, unless either party gives 30 days' notice of its intention not to renew or this Agreement is terminated for cause.
- C. Scheduling. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. User agrees to abide by the following:
 - i. User shall have access to Premises for User's exclusive use as provided herein
 - ii. During all hours not specifically scheduled for User's exclusive use for practice, regular games or tournament play, ***User will ensure that the Premises are locked and closed to the general public,*** including the restroom, and concession building.
 - iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.C., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Public Works Department.
- D. Game/tournament/practice schedules. A schedule of all anticipated Sports activities shall be submitted to the Public Works Department prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Failure to submit such advance schedule may result in loss of priority for any given event.
- E. Unscheduled sport events. Sport events not submitted on the season schedule must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Public Works Department at least 96 hours (four days) in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted *provided that date falls within the timelines as detailed in Section 3.D*

3. Scope of License Granted

- A. Limited exclusive use. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other third party except for such dates and times as are on record with the Public Works Department and for which there is no prior reservation.
- B. Intended use. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Public Works Department.
- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by other teams, leagues or Sport-related organizations ("**Affiliated Users**"). User shall not allow the Premises to be used as home field or for practice by any teams outside the User's league service area without the approval of the Public Works Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.
- D. Keys and access. The Public Works Department will issue to User's President, other officers or staff members, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Public Works Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises be changed, User will bear all costs associated with the change.
- E. Right of entry by City. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. Admission charge. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records shall be provided to City upon request.

4. User Fee/Damage Deposit

- A. Damage deposit waived. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Public Works Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement if there is renewal subject to section 3.B.
- B. Liability. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within 30 days of such notification. If User chooses not to do so, City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

5. Improvements (Responsibility, Maintenance and Ownership)

- A. Fixtures. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the Term of this Agreement the property of Tulsa County, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Public Works Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. Personal property. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any such fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have 90 days in which to remove its Personal Property. Property not removed in that period shall become property of the City.

Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.

- C. Maintenance. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. Improvements. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

6. Maintenance Obligations and Schedules

- A. User: User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:
 - i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
 - iii. Cleanliness of real and personal property inside the fenced area of Premises, including removal of all trash from the Premises.
 - iv. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City.
 - v. Prior to leaving the Premises following each use by User, User shall collect all

trash, litter and debris from the playing field areas and parking lots and place it in the dumpster provided to the park for removal by the City. The dumpster shall be emptied in accordance **with** the City's contracted schedule.

- vi. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
- vii. Maintenance of all storage areas owned by User.
- viii. General cleanliness and upkeep of any facilities used on the Premises.
- ix. All field maintenance regarding markings and grass control.
- x. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.
- xi. This maintenance plan may be coordinated with Affiliated Users or nonaffiliated users who share access to exclusive use of the Premises under a similar agreement with the City.
- xii. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Public Works Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris. User shall also be responsible for moving all equipment from the grass areas on the fields to a mutually agreeable area of the Premises in order to assist the City with maintenance of the grass.
- xiii. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
- xiv. In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City, or SoCo Rec Facility (if applicable). The City shall be responsible for:

- i. Providing the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises including mowing of the fenced- in Premises and excluding upkeep of Personal Property, fixtures or improvements belonging to User as outlined in section 7.A. These services shall include, as determined necessary and scheduled by the City the following maintenance:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
 - Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, concession/bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;
 - All fences, backstops and related structures to ensure public safety;
 - Mowing or treating with herbicide unwanted vegetation around and below bleachers;
 - Turning off and winterizing water and related systems following the agreed upon close of Sport playing season(s);
 - Returning water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Setting up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows:
 - Mowing: All Grass covered areas within the entirety within the gated area of the Premises will be mowed, on average, once per week during the growing season;

- Pruning: Pruning of trees and shrubs shall be done annually by the City.

7. Utilities

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

8. Concession Facility

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to such operations.
- B. User may, in its discretion, operate the concession facility during the Term of this Agreement for the benefit of third parties who are using the Premises, provided that: User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's access to the concession facility, except for intentional acts.
- C. User will receive all revenues from concession operations, if any, and will be the sole provider at Premises throughout the Term of this Agreement, whether during scheduled Sports activities or during use of the Premises by a third party and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law. (To the extent that User claims exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)
- D. User may not sub-contract the use of the concession to a third party.
- E. Use of the concession facility for the sale of concessions is subject to the following conditions:
 - i. All food storage/food preparation procedures and equipment must be operated

under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.

- ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City-County Health Department food handler's permit and has attended the Tulsa City County Health Department food handler's workshop.

9. Annual Compliance Report

User shall present to the Public Works Department an end-of-season report by August 15, 2024, in a form approved by the Director of the Public Works Department giving a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

10. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises in accordance with the City's Sign Code. However, City will not unreasonably deny the exhibition of signage by program sponsors or others with User's approval.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to the outfield fencing and park benches, shall be subject to prior approval by the Public Works Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in this section 11 must be reviewed and approved by the Public Works Department.

11. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User- sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youth sports programs.
- B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

12. Insurance; Indemnification; and Release of claims

- A. Indemnification. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:
 - i. General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate.
 - ii. Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and
 - iii. Comprehensive Automobile Liability Insurance, only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. Right to Adjust. Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.
- C. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- D. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least 30 days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any

insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.

- E. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.
- F. Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations or exercising any of its privileges under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- G. Scope. Events within the scope of this provision include without limitation:
- i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any personal injury or property damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- H. Control of premises. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City

or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

- I. ***User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the parent or legal guardian of the participant has lawful custody arising or which may arise from any accident that may occur.***
- J. ***A release in the form provided by User at Exhibit E shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of the season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.***
- K. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public attending User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

13. Accident/Incident Reporting Requirement

- A. User shall submit to the Public Works Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, onsite or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

14. Default and Termination Provisions

- A. This Agreement shall be subject to termination by the City upon User abandonment of Premises for a period of 30 days without adequate reason communicated to City.
- B. This Agreement shall be voluntarily terminated by User following 30 days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and 30 days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements contained in this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within 30 days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this Agreement for any reason, User may apply to the City within 90 days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall not unreasonably withhold its consent.

15. Miscellaneous

- A. Choice of law and venue. This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.
- B. Compliance with all federal, state, local laws. User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.
- C. Non-discrimination provision. User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.
- D. Notice provision. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.
- E. Entire agreement. This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind to the contrary shall be effective to the contrary.
- F. Severability. If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- G. Authority to sign. Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.
- H. Amendment provisions. The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- I. Assignment to third parties. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

16. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

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

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have cause this Agreement to the effective as of July 1, 2024.

CITY: City of Glenpool, Oklahoma

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Lesli Smith, City Clerk

City Attorney

USER: South County Soccer Club

President

Verification

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public on this _____ day of _____, 2024, personally appeared _____, known to me to be the President of the South County Soccer Club [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged 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:

Date

Notary Public



To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: Indian Nations Youth Sports User Agreement

Background:

Glenpool has leased the baseball fields at Morris Park to Indian Nations Youth Sports for many years. This agreement extends that lease for Fiscal Year 2024-2025.

A significant shift in this agreement allows for Glenpool Youth Baseball to utilize the ball fields during the fall months in addition to the spring months. For many years, Indian Nation Youth Sports (football and cheerleading) has held the exclusive usage of the fields from July 1 to December 1 each year. Realistically, they only use the fields for 3-4 days out of the week and rarely on the weekends. In an effort to grow youth sports in Glenpool, Indian Nations Youth Sports has agreed to allow Glenpool Youth Baseball to use the fields on weekends and, when available, other dates that the fields are open. This allows for baseball tournaments in the fall and until we expand our park facilities provides an avenue for growth with just a little coordination.

Recommendation:

Staff recommends approval of the User Agreement with Indian Nations Youth Sports for FY24-25.

Attachments:

- Indian Nations Youth Sports User Agreement
- Insurance coverage certificate

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

City of Glenpool
Morris Park User Agreement with Indian Nations Youth
August 1, 2024, through December 31, 2024

This agreement ("**Agreement**") is entered into between the **City of Glenpool**, an Oklahoma municipal corporation (the "**City**") and **Indian Nations Youth Sports** (the "**User**"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in City-owned Morris Park to be designated herein and for purposes set forth herein. This Agreement shall become effective on August 1, 2024 (the "**Effective Date**"), as signified below.

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in Section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth football activities (together, all proposed youth activity on the Premises is referred to as the "Sport").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided entirely by volunteers. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice activities and such other Sport-related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises and Ownership

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

All five baseball outfields located at Morris Park, City of Glenpool, together with entry and exit ways, restrooms, parking lot, bleacher systems, necessary electrical lighting systems, fences, and all appurtenant areas (the "Premises").

- B. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all the contents of these boxes are owned by the User or the Glenpool Baseball League. A designation will be created for each of the Con-X boxes by the City, designating each box for either of, and exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from August 1 through December 31, in calendar year 2024.
- B. There shall be no automatic renewal. However, the parties agree to negotiate in good faith toward the object of a new or amended agreement with a term from August 1, 2025, through December 31, 2025, or beyond, provided that User shall give notice of its intention to renew or amend the current Agreement by June 1, 2025.
- C. User understands and acknowledges that the Premises are, by necessity as a public entity, shared with the general public. Therefore, User agrees to abide by the following:
 - i. User shall generally be allowed priority use for the Premises each Monday through Friday for Sport activities from August 1st through December 31st. User will provide a schedule for User's use of the Premises. Should User desire to use the Premises outside these timeframes, User shall notify the Public Works Department of the need, and if the Premises are available, then User shall be given priority over the general public or any other user.
 - ii. User understands that Glenpool Baseball League has priority use of the Premises on Saturdays and Sundays from August 1st through December 31st and at all times that fall outside of the Term of this Agreement. City acknowledges that it will work with User to provide Premises to User outside of the times specified in 3.A.i above if the Premises are not already reserved for the Glenpool Baseball League.
 - iii. During all hours of park operation not specifically scheduled for User's exclusive use for Sport-related activities, User will ensure that the Premises are locked to the general public, including the restroom, concession building, storeroom building and drive thru gate.
- D. To the fullest extent that they can be known in advance, activity schedules shall be submitted to the Public Works Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted and which fall under the timelines stated in 3.C.i above. Such schedule shall be prominently posted either at Morris Park or online through the User's website or social media pages and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport activities must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Public Works Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted, provided that the unplanned or

previously unscheduled Sport activities fall within the timeframes allowed under 3.C.i above.

- F. Scheduling of User Sport activities will be coordinated with the Public Works Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed and during the timeframes allowed under 3.C.i above.

4. Scope of License Granted

- A. As noted in Section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Public Works Department and for which there is no prior reservation.
- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Public Works Department.
- C. The Public Works Department will issue to User's designated officer or staff members designated by User's authorized representative, in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Public Works Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks be changed at the Premises, User will bear all costs associated with the change.
- D. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency, or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport activities.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, payable to the Public Works Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the Term of this Agreement, provided that the City reserves the right to invoke such deposit upon actions of User determined in the good faith judgment of City staff to be injurious to property, fixtures or improvements owned by the City.
- B. User will be responsible for all damages incurred to City property inside the fenced area

of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing, and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User volunteers, coaches, players, board members, or by the general public during User activities. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures, or fixtures of any kind without the prior written permission of the Public Works Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored, or otherwise maintained on the Premises and belonging to the User as of and following the Effective Date of this Agreement (the "**Personal Property**"), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining, and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, solely by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User. User shall be responsible to provide on-going maintenance to such personal property, fixtures, and improvements to the Premises as to which it claims

ownership, or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:

- i. User shall inspect Premises immediately prior to and immediately after each use and shall immediately notify City of any damages or of any repairs that may be required. Should any defect threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
- ii. User shall provide at its own expense any chalk, lime, paint, or other supplies required to ensure that playing fields are in suitable condition for use.
- iii. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
- iv. User is allowed to dump trash accumulated during its use of the Premises into commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
- v. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
- vi. Maintenance of all improvements owned by User.
- vii. General cleanliness and upkeep of any facilities used on the Premises.
- viii. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws, and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.
- ix. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Public Works Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third party may negotiate.
- i. User agrees to ensure that, when Sport activities are over, all persons have left the Premises and all electronic facilities (interior building lights, air conditioners, electrical devices, telephones, play field lights) are turned off by the park curfew unless User obtains permission for the Public Works Department to continue beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas, and gates are properly secured before leaving the Premises; and clear the site of the trash, litter and debris. User shall also be responsible for moving all equipment from the grass areas on the fields to a mutually agreeable area of the Premises in order to assist the City with maintenance of the grass.

- x. User agrees to take all reasonable precautions to prevent waste, damage, or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User activities.

B. City. The City shall be responsible for:

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - (1) Improvements for the benefits of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom, paved walkways, playground equipment, irrigations system and all covered areas, trees and shrubs (other than playing fields);
 - (2) Adequate trash dumpster and/or polycart service for routine activities;
 - (3) All sewerage, bathroom building electrical and plumbing related repairs;
 - (4) Parking lot and playing field lighting;
 - (5) All fences, backstops and related structures to ensure public safety;
 - (6) Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - (7) Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - (8) Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - (9) Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows, at the discretion of the City to adopt modified schedules:
 - (1) Mowing and edging of the Premises: Grass covered areas will be mowed, on average, once per week during the growing season;
 - (2) Park access road/parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
 - (3) Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule;
 - (4) Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. Stocking and cleaning the restroom facilities, including all paper goods, and cleaning supplies.
- iv. City will assume all costs of the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of

improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

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

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

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by July 1 and an end-of-season financial report on December 31 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

10. Signage and Advertising

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

11. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the USA Football association and agrees that no head coach

shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically in youth sports programs.

- B. City reserves the right to run a Criminal Background Check for all youth Sports managers, coaches or other User personnel.

12. Insurance; Indemnification; and Release of claims

- A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:

- i. General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;
- ii. Worker's Compensation Insurance Coverage only if applicable, in compliance with the Worker's Compensation Law of the State of Oklahoma; and
- iii. Comprehensive Automobile Liability Insurance only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance required of User.

- B. City as Additional Insured. User shall include City, its officials, representatives, agents, and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list the City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.
- C. Notice of Insurance Cancellation. Such coverage shall not be cancelled or materially changed without giving the City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of the waiver.
- E. Indemnification: User shall indemnify, defend, and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgements, costs, expenses, suit, actions or proceeding of any nature whatsoever,

including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of the City or any of its officers, agents, representatives, volunteer and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

- F. Activities within the scope of this provision include without limitation:
- i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any government authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.
- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User shall be signed by a parent or legal guardian of every signed-up User participant and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season. The parent or legal guardian of any such User participant who signs up for participation must sign a release in the form attached as Exhibit E to this Agreement before using the Premises for any purpose.
- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User volunteers, coaches, players, board members, or by the general public during User activities. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

13. Accident/Incident Reporting Requirement

- A. User shall submit to the Public Works Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

14. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of Premises by the User for a period of thirty (30) days without explanation satisfactory to the City.
- B. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.
- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

15. Miscellaneous

- A. Choice of law and venue. This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.
- B. Compliance with all federal, state, local laws. User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.
- C. Non-discrimination provision. User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.
- D. Notice Provision. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the US Mail, certified with return receipt required, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.
- E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.
- F. Severability. If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- G. Authority to sign. Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.
- H. Amendment provisions. The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- I. Assignment to third parties. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

16. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided and attached, even if executed by both parties.]

- A. Schedule of all practices, games, and any other activities
- B. Board member roster and staff contact list
- C. Insurance declaration page identifying City as additional insured
- D. Form of Medical Treatment Authorization and Liability Waiver

IN WITNESS WHEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the stated Effective Date.

City of Glenpool, Oklahoma

Joyce G. Calvert, Mayor

Date

Attest:

Approved as to Form:

Lesli Smith, City Clerk

City Attorney

Indian Nations Youth Sports

Print Name:

Title:

Date

VERIFICATION

State of Oklahoma)
) ss
County of Tulsa)

Before me, a notary public, on this _____ day of _____, 2024, personally appeared _____ known or verified me to be the _____ [title] of Indian Nations Youth Sports, identified as "User" in the foregoing instrument and to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2024

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

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

PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: joe.micciche@espspecialty.com	
INSURED Indian Nation Youth Sports 1005 S MAIN ST Broken Arrow OK 74012		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374 19445	

COVERAGES

CERTIFICATE NUMBER: CL2472437266

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		H24AS00007	07/15/2024	07/15/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
		N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANTS MEDICAL			SRG0009158709	07/15/2024	07/15/2025	SEE REMARKS

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF GLENPOOL 12205 S YUKON AVE BOX 70 Glenpool OK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00013552

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED Indian Nation Youth Sports	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

YOUTH PARTICIPANTS MEDICAL COVERAGE (MEMBER ORGS)

CARRIER: AIG
 POLICY NUMBER: SRG0009158709
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount
 Accident Medical Expense Benefit: \$250,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period: within 90 days of the date of the accident causing the Injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

YOUTH CAT INS MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 POLICY NUMBER: SRG0009158709
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$15,000 Maximum amount
 Incurral Period: 365 days
 Aggregate Limit \$50,000
 Accident Medical Expense Benefit: \$1,000,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period 30 days after date of injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

COACHES MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 BENEFIT(S) LIMITS:
 Accidental Death & Dismemberment \$25,000 Maximum
 Accident Medical Expense Benefit \$100,000 Limit
 Deductible \$0 per accident
 Benefit Period 52 weeks after date of injury

EQUIPMENT FLOATER / INLAND MARINE (ON FILE)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY
 Amount of Insurance: \$90,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

DIRECTORS & OFFICERS (ON FILE)

CARRIER: GREAT AMERICAN
 Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000
 Employers Practice Liability \$1,000,000
 Cyber Liability \$100,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2024

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PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: joe.micciche@espspecialty.com	
INSURED Indian Nation Youth Sports 1005 S MAIN ST Broken Arrow OK 74012		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374 19445	

COVERAGES

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	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANTS MEDICAL			SRG0009158709	07/15/2024	07/15/2025	SEE REMARKS

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

CERTIFICATE HOLDER

CANCELLATION

GLENPOOL HIGHSCHOOL 350 E 144TH PL GLENPOOL OK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00013552

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED Indian Nation Youth Sports	
POLICY NUMBER 			
CARRIER 	NAIC CODE 	EFFECTIVE DATE: 	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period 30 days after date of injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

COACHES MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
BENEFIT(S) LIMITS:
 Accidental Death & Dismemberment \$25,000 Maximum
 Accident Medical Expense Benefit \$100,000 Limit
 Deductible \$0 per accident
 Benefit Period 52 weeks after date of injury

EQUIPMENT FLOATER / INLAND MARINE (ON FILE)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY
 Amount of Insurance: \$90,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

DIRECTORS & OFFICERS (ON FILE)

CARRIER: GREAT AMERICAN
 Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000
 Employers Practice Liability \$1,000,000
 Cyber Liability \$100,000



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PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: joe.micciche@espspecialty.com	
INSURED Indian Nation Youth Sports 1005 S MAIN ST Broken Arrow OK 74012		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374 19445	

COVERAGES

CERTIFICATE NUMBER: CL2472437266

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		H24AS00007	07/15/2024	07/15/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANTS MEDICAL			SRG0009158709	07/15/2024	07/15/2025	SEE REMARKS

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

CERTIFICATE HOLDER

CANCELLATION

Glenpool Public Schools 461 E 146th St South Glenpool OK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00013552

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED Indian Nation Youth Sports	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

YOUTH PARTICIPANTS MEDICAL COVERAGE (MEMBER ORGS)

CARRIER: AIG
 POLICY NUMBER: SRG0009158709
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount
 Accident Medical Expense Benefit: \$250,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period: within 90 days of the date of the accident causing the Injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

YOUTH CAT INS MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 POLICY NUMBER: SRG0009158709
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$15,000 Maximum amount
 Incurral Period: 365 days
 Aggregate Limit \$50,000
 Accident Medical Expense Benefit: \$1,000,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period 30 days after date of injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

COACHES MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 BENEFIT(S) LIMITS:
 Accidental Death & Dismemberment \$25,000 Maximum
 Accident Medical Expense Benefit \$100,000 Limit
 Deductible \$0 per accident
 Benefit Period 52 weeks after date of injury

EQUIPMENT FLOATER / INLAND MARINE (ON FILE)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY
 Amount of Insurance: \$90,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

DIRECTORS & OFFICERS (ON FILE)

CARRIER: GREAT AMERICAN
 Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000
 Employers Practice Liability \$1,000,000
 Cyber Liability \$100,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2024

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

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PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 FAX (A/C, No): E-MAIL ADDRESS: joe.micciche@espspecialty.com	
INSURED Indian Nation Youth Sports 1005 S MAIN ST Broken Arrow OK 74012		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374 19445	

COVERAGES

CERTIFICATE NUMBER: CL2472437266

REVISION NUMBER:

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		H24AS00007	07/15/2024	07/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANTS MEDICAL			SRG0009158709	07/15/2024	07/15/2025	SEE REMARKS

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

CERTIFICATE HOLDER

CANCELLATION

Glenpool Public Schools E. 151st Street South Glenpool OK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00013552

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED Indian Nation Youth Sports	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

YOUTH CAT INS MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 POLICY NUMBER: SRG0009158709
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$15,000 Maximum amount
 Incurral Period: 365 days
 Aggregate Limit \$50,000
 Accident Medical Expense Benefit: \$1,000,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period 30 days after date of injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

COACHES MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 BENEFIT(S) LIMITS:
 Accidental Death & Dismemberment \$25,000 Maximum
 Accident Medical Expense Benefit \$100,000 Limit
 Deductible \$0 per accident
 Benefit Period 52 weeks after date of injury

EQUIPMENT FLOATER / INLAND MARINE (ON FILE)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY
 Amount of Insurance: \$90,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

DIRECTORS & OFFICERS (ON FILE)

CARRIER: GREAT AMERICAN
 Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000
 Employers Practice Liability \$1,000,000
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	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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B	PARTICIPANTS MEDICAL			SRG0009158709	07/15/2024	07/15/2025	SEE REMARKS

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CANCELLATION

MORRIS PARK 200 EAST 121 S Glenpool OK	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED Indian Nation Youth Sports	
POLICY NUMBER			
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 Incurral Period 30 days after date of injury
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COACHES MEDICAL COVERAGE (ON FILE)

CARRIER: AIG
 BENEFIT(S) LIMITS:
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 Accident Medical Expense Benefit \$100,000 Limit
 Deductible \$0 per accident
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CARRIER: TOKIO MARINE / HOUSTON CASUALTY
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 Deductible: \$500

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CARRIER: GREAT AMERICAN
 Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000
 Employers Practice Liability \$1,000,000
 Cyber Liability \$100,000



To: Honorable Mayor and City Council

From: Joshua M. Brannon, Finance Director

Date: July 18, 2024

Re: Equitable Sharing Agreement and Certification

Background:

The Glenpool Police Department is an active participant in the Federal Equitable Sharing Program through the U.S. Department of Justice and the U.S. Department of the Treasury. This program shares monetary assets seized during the adjudication of federal crimes in which the Glenpool Police Department assisted.

Glenpool is required to submit an annual report which demonstrates how these funds were utilized during the previous year. As designated Jurisdiction Finance Contact, it is my responsibility to submit the annual report on behalf of the Glenpool Police Department.

Attached is the completed FY ending June 30, 2024, Equitable Sharing Agreement and Certification report. The report requires that I obtain approval and authorization from Police Chief Jeremy Plane, Agency Head, as well as Mayor Calvert, Governing Body Head, prior to submitting the report.

Staff Recommendation:

Staff recommends approval and authorization for Joshua Brannon to electronically submit the FY 2024 annual Equitable Sharing Agreement and Certification.

Attachments:

FY 2024 Equitable Sharing Agreement and Certification

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OK0720700
Agency Name: City Of Glenpool Police Department
Mailing Address: 12205 S Yukon Ave
Glenpool, OK 74033

Type: Police Department

Agency Finance Contact

Name: Plane, Jeremy
Phone: (918)322-8110
Email: jplane@cityofglenpool.com

Jurisdiction Finance Contact

Name: Brannon, Joshua
Phone: 918-209-4628
Email: jbrannon@cityofglenpool.com

ESAC Preparer

Name: Brannon, Joshua
Phone: 918-209-4628
Email: jbrannon@cityofglenpool.com

FY End Date: 06/30/2024

Agency FY 2025 Budget: \$3,936,398.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$9.49	\$2,729.05
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$2.74
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$2.74
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$9.49	\$2,731.79

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Date Printed: 07/19/2024

Page 1 of 5

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:****Company:** N/A**Phone:** N/A**Email:** NA@notapplicable.com

Date Printed: 07/19/2024

Page 2 of 5

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Plane, Jeremy
Title: Police Chief
Email: jplane@cityofglenpool.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Calvert, Joyce G.
Title: Mayor
Email: Jcalvertward3@gmail.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 07/24/24
Re: Purchase of Fire Inspector's Vehicle

Background:

The Fire Department requested and received budget approval, for an amount not to exceed \$85,000.00, to replace the Inspector's vehicle. This vehicle will be utilized for the daily operations of the Fire Inspector / Fire Marshal's office.

We checked with local and other vendors throughout the state and found that availability for this vehicle could be delayed until November or December.

Thankfully, we were able to find a dealer in Okarche, Oklahoma that had a cancellation on one of their orders and has one immediately available. The vehicle from Carter Chevrolet is quoted per state bid contract SW0035.

Upfitting for this vehicle will be secured under separate requisitions that fall within the City Manager's purchasing authority.

Staff Recommendation:

Staff recommends approval of vehicle purchase from Carter Chevrolet for \$54,065.00.

Attachments:

Carter Chevrolet Quote – Okarche, OK	\$54,065.00
--------------------------------------	-------------

State of Oklahoma
Category #25101702
Item # 1000009398
Special Service Vehicle
SUV

Contract #: **SW0035**
Dealer Name: **Carter Chevrolet Agency LLC**
Make Bidding: **Chevrolet**
Model Bidding: **2024 Tahoe Police SSV**
Model Code: **CK10706**

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes	
Engine Type (Cylinder/Liter)	Mfg. Std - 5.3L Vortec V8 / 320HP /	V8 - 5.3 L - 355 HP - 383 lb-ft. of Torque	
Alternate Fuel Engine	List if Available	E85 - Standard	
Transmission			
Automatic	4 Speed Auto Trans.	10 Speed Transmission With Overdrive	
Oil Cooler	Trans Oil Cooler if Available	Standard	
Drive Axle			
Primary Drive Axle	Front/ Rear/ All Wheel Drive - List	4WD	
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	3:23 Rear Ratio	
Electrical			
Alternator/Min (amps)	List Specs	250 Amp	
Fuel			
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	24 Gals	
Exterior			
Paint	One Color Per Agencies Specs	BLACK	
Spot Light	Driver Side, OEM LED	Driver Side, OEM LED	
Running Boards	Running Boards - OEM Installed	Standard	
Doors & Windows			
Doors	4 Doors/2 Keys	4 Doors / 2 key	
Door Locks	Power Doors w/ Override	Power programmable w/lockout protection & delayed locking	
Windows	Power Windows W/ Lock Out	Power with Express-Down and Up on front & lock out features	
Defogger	Rear Window Defogger	Rear Window Electric Defogger	
Tinted Windows	Deep Tinted Glass	Light tint on driver and front passenger windows and winshield, deep tint on rear passengers windows and rear window glass	
Mirrors	Heated Mirrors	Heated power-adjustable, manual-folding includes spotter mirror	
Floor			
Floor Covering	Carpet with mats	Carpet with mats	
Interior			
Air Conditioning	Front & Rear AC & Heat	Tri-zone automatic climate control	
Radio	AM/FM	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth	
Tilt & Cruise	Tilt Wheel & Cruise Control	Tilt Wheel & Cruise Control	
Alarm	Theft deterrent, electrical, unauthorized entry	Theft-deterrent system, content, electrical, unauthorized entry	
Lights	Disable Daytime Running Lights	Disable Daytime Running Lights	
Light	Aux Dome Light	Red and White Aux Dome Lighting (6C7)	
Seats			
Seating Capacity min.	5 Pass.	5 Passenger	
Front Seat	40/20/40 Cloth Seat	Comply	
Rear Seat	60/40 Cloth Bench Seat	Comply	
Safety			
Brakes	Power Antilock/Disc	Power Antilock/Disc	
Restraint System All Pass	Seat Belts All Passengers	Seat Belts All Passengers	
Air Bags	Air Bags Both Sides	Front - Front & Side / All Outboard - Head Curtain	
Suspension			
Suspension/Shocks	Mfg. Std. List Axles and Springs	Independent / Multi-Link	
Tires & Wheels			
Tires & Wheels	OEM Std. Speed Rated List Size	Tires, 275/55R20SL all-season, blackwall	
Factory Spare	Full Size Match Vehicle	Full Size Spare	
Warranty			
Bumper to Bumper Warranty	State Warranty	3 Year / 36,000 Miles	
Drive Train Warranty	State Warranty	5 Year / 100,000 Miles	
Performance			
Top Speed 120 MPH	List Top Speed	TBD	
PURCHASE PRICE:		\$52,875	\$52,875
MSRP FOR BASE PRICE:		\$55,815	
Remote Start	Add Remote Start with Keyless Entry	Add Remote Start with Keyless Entry BTV	\$295
Batteries	Dual Batteries - Manufacturer Installed	900 Amp / 900 Amp Standard	\$0
Differential Type/Ratio	Limited Slip/Locking List Ratio	Mechanical limited-slip differential standard	\$0
Primary Drive Axle	4 Wheel Drive	Standard	\$0
Skid Plates	List Covered Areas	Front undercarriage - Standard	\$0
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes	Standard	\$0
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring	Grill lamps & siren speaker wiring plus horn and siren circuit - 6J3 & 6J4	\$150
Seat	Cloth Bucket Seats (A95)	Buckets with Console includes Forward Collision Alert, Lane Keep Assist with Lane Departure Warning, Automatic Emergency Braking, Front Pedestrian Braking and Following Distance Indicator	\$745
Air Bags	Side Curtain Air Bags	Side Curtain Air Bags Standard	\$0
2024 Chevrolet 4WD SSV Tahoe			\$54,065

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 07/24/24
Re: Purchase of Fire Inspector's Vehicle

Background:

The Fire Department requested and received budget approval, for an amount not to exceed \$85,000.00, to replace the Inspector's vehicle. This vehicle will be utilized for the daily operations of the Fire Inspector / Fire Marshal's office.

We checked with local and other vendors throughout the state and found that availability for this vehicle could be delayed until November or December.

Thankfully, we were able to find a dealer in Okarche, Oklahoma that had a cancellation on one of their orders and has one immediately available. The vehicle from Carter Chevrolet is quoted per state bid contract SW0035.

Upfitting for this vehicle will be secured under separate requisitions that fall within the City Manager's purchasing authority.

Staff Recommendation:

Staff recommends approval of vehicle purchase from Carter Chevrolet for \$54,065.00.

Attachments:

Carter Chevrolet Quote – Okarche, OK	\$54,065.00
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3650 S. Boulevard • Edmond, OK 73013 • omag.org
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June 24, 2024

City of Glenpool
Attn: Lesli Smith
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033

RE: Member : City of Glenpool
 Claimant : Terri Unser
 Date of Loss : April 27, 2024
 Claim No. : 214855-1-LN

Dear Ms. Smith:

OMAG has completed its investigation regarding the above referenced claim. It is OMAG's recommendation that this claim be denied because OMAG finds no liability on the City's part regarding this incident. The City is not required nor obligated to take any formal action on this Claim. However, if the City opts to do so, please let us know.

Thank you,

A handwritten signature in black ink that reads "Leslie Noriega". The signature is written in a cursive, flowing style.

Leslie Noriega,
Senior Claims Adjuster



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June 24, 2024

Ms. Terri Unser
14096 S Landsing Ave
Glenpool, Oklahoma 74033

RE: Member : City of Glenpool
Claimant : Terri Unser
Claim No. : 214855-1-LN
Date of Loss : April 27, 2024

Dear Ms. Unser:

The Governmental Tort Claims Act, 51 Okla. Stat. Sec. 155 states:

"The state or a political subdivision shall not be liable if a loss or claim results from: Exemption 18-IC.
An act or omission of an independent contractor..."

Based on this exemption, we see no liability on the City of Glenpool's part for this claim. The independent contractor, Rausch Homes of Tulsa is responsible for building the sidewalks and drainage system in your subdivision, Elm Pointe located in Glenpool, Oklahoma.

Sincerely,

Leslie Noriega,
Senior Claims Adjuster

cc: City of Glenpool

NOTICE OF TORT CLAIM
OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) - MUNICIPAL LIABILITY PROTECTION PLAN
A. CLAIMANT REPORT

To the City of Glenpool
Public entity you are filing the claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.

CLAIMANT(S) Terrri J. Unger
ADDRESS 14096 S. Lansing Ave
Glenpool, OK 74033

CLAIMANT(S) SOCIAL SECURITY NO _____
CLAIMANT(S) DATE OF BIRTH 1-66 Circle: M ☒ F ☐
PHONE: HOME _____ BUS. () _____

1. DATE AND TIME OF INCIDENT 4-27-24 (X) a.m. () p.m. (Continue on another sheet if needed for any information requested)
2. LOCATION OF INCIDENT 14096 S. Lansing Ave Glenpool, OK 74033
3. DESCRIBE INCIDENT Backyard flooded and washed out yard and landscaping. Runoff water from easement is directed at my yard instead of drainage area. for city. Paid to have replaced landscaping and temporary fix. Has washed out some since
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO ___ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ___ If so, please provide Employer info.

Employer's Name _____

Address _____

Phone _____

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement? Yes ___ No ___

Has any medical bill been paid or will be paid by Medicare/Medicaid? Yes ___ No ___ If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C. § 1395y.

Medicare/Medicaid Beneficiary Name (please print) _____

Medicare/Medicaid Beneficiary Name Signature _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE YEAR _____ MAKE _____ MODEL _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS Landscaping was washed away and left sprinkler system exposed. Fence post cement showing. Temporary fix and landscaping repaired

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ 985.00

LIST OTHER DAMAGES CLAIMED \$ _____

5. NAME OF YOUR INSURANCE CO. _____ POLICY NO. _____ AMOUNT CLAIMED \$ _____ AMOUNT RECEIVED \$ _____

6. The names of any witnesses known to you:

Travis Smith 2309 S 1st Pl Broken Arrow, OK 74012

Name _____

Address _____

Phone Number _____

Name _____

Address _____

Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM.....\$ 985.00

Terrri J. Unger
SIGNATURE(S)

5-20-24
DATE

CONTINUE ON THE BACK



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July 1, 2024

City of Glenpool
Attn: Lesli Smith
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033

RE: Member : City of Glenpool
 Claimant : Breanna Webber
 Date of Loss : September 19, 2023
 Claim No. : 215058-1-LR

Dear Ms. Smith:

OMAG has completed its investigation regarding the above referenced claim. It is OMAG's recommendation that this claim be denied because OMAG finds no liability on the City of Glenpool's part regarding this incident. The City of Glenpool is not required nor obligated to take any formal action on this Claim. However, if the City opts to do so, please let us know.

Thank you,

Lexy Russell,
Claims Adjuster



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

July 25, 2024

Country Financial
PO Box 2020
Bloomington, IL 61702

RE: Claimant/Your Insured	:	Webber, Breanna
Your Claim Number	:	6000788271
Date of Loss	:	September 19, 2023
Our Member	:	City of Glenpool
Our Claim Number	:	215058-1-LR

To Whom It May Concern :

We represent the City of Glenpool for their auto liability coverage.

Title 51 O.S. Section 155, of the Oklahoma Governmental Tort Claims Act, Exemptions from Liability, Exemption #28 states:

"The state or a political subdivision shall not be liable if a loss or claim results from any claim or action based on the theory of indemnification or subrogation."

Based on the above, we are taking no further action with regard to your claim.

Sincerely,

Lexy Russell,
Claims Adjuster

cc: City of Glenpool

NOTICE OF TORT CLAIM

Please complete **BOTH** pages of this form. Please print or type the responses, list a Total Amount at the bottom, and sign & date the form.

City, Town or Municipal Trust involved: City of Glenpool

CLAIMANT INFORMATION

NAME: <u>Breanna Webber</u>	SOCIAL SEC. / TAX ID #: _____
ADDRESS: <u>3804 West Freepart St Broken Arrow, OK 74012</u>	DATE OF BIRTH: <u>1/88</u>
EMAIL: _____	PHONE NO.: _____ GENDER: M / ☒ F

If there are multiple claimants, list the additional claimants on the back side of this page

CLAIM INFORMATION

DATE: <u>9/19/2023</u>	TIME: _____ () a.m. () p.m.	LOCATION: <u>2425 W 121st St Glenpool, OK 74033</u>
DESCRIBE INCIDENT (use additional sheets if needed): <u>The 2021 Honda Odyssey, driven by Breanna Webber, was rear ended by the 2008 Chevrolet Silverado driven by Chase Johnson. The insurer for the Silverado should have provided primary coverage.</u>		

DAMAGES / RELIEF REQUESTED

PROPERTY DAMAGE: Is the claim seeking relief for loss or damage to your Property? ☒ Yes ☐ No
If you checked "yes", please describe the property and the damage to the property: <u>We are seeking reimbursement for what we paid for the damage to the 2021 Honda Odyssey.</u>
If you checked "yes", please state the Relief / Damages requested for loss/damage to property: <u>\$ 8,776.46</u>

Please complete the applicable sections on the backside of this form.

OTHER DAMAGE: Is the claim seeking relief <u>other than</u> for loss or damage to property? ☒ Yes ☐ No
If you checked "yes", please describe the type of injury or damage you sustained: <u>We are seeking reimbursement for what we paid for Breanna Webber's injuries.</u>
If you checked "yes", please state the Relief / Damages requested <u>other than</u> for loss/damage to property: <u>\$ 8,590.00</u>

Please complete the applicable sections on the backside of this form.

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 17,366.46

CLAIMANT SIGNATURE: [Signature] DATE SUBMITTED: 6/21/24



To: Mayor and Council

From: David Tillotson, City Manager

Date: July 31, 2024

Re: OkMRF Board Vote

Background:

The Oklahoma Municipal Retirement Fund (OkMRF) Board has an At-Large Trustee position open. There are seven candidates for this board seat. Glenpool, as a participating member entity with OkMRF is able to cast one vote for this open position. Based on reading through the attached candidate summaries of each candidate and of what I know personally of several of the candidates, I would recommend we cast our vote for Greg Buckley.

Staff Recommendation:

Staff recommends approval of Resolution 2024009 and casting our vote as an eligible entity with OkMRF for Greg Buckley as the OMRF Board At-Large Trustee.

Attachments:

- OkMRF Letter and Candidate Summary

RESOLUTION NO. 2024009

OFFICIAL BALLOT

**A RESOLUTION OF THE CITY OF GLENPOOL
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUNDS (OkMRF) TO FILL THE
EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE
ENTIRE MEMBERSHIP**

WHEREAS, the City of Glenpool participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for At-Large Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2024, and August 30, 2024.

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

SECTION 1: Its vote for the At-Large Trustee shall be cast for the following nominee:

AT-LARGE Trustee

APPROVED AND ADOPTED by the City Council of the City of Glenpool this 5th day of August 2024.

Joyce G. Calvert, Mayor

Attest:

Lesli Smith, City Clerk

Approved as to Form:

City Attorney



July 15, 2024

Dear OkMRF Member:

The Oklahoma Municipal Retirement Fund ("OkMRF") has received seven (7) nominations for the At-Large Trustee position:

1. Kamie Brookshire
2. Greg Buckley
3. Ryan Dawson
4. Shawn Gibson
5. Robert Johnston
6. Cody Roe
7. Cindi Shivers

The governing body of all OkMRF Members may cast by resolution one (1) vote to fill the At-Large Trustee position. Enclosed please find a resolution which can be used as your ballot in the 2024 OkMRF Board of Trustees election.

The list of nominees is enclosed including a brief bio with information provided by each nominee.

The ballot must be **returned to the OkMRF office by August 30, 2024**. The nominee receiving the largest number of votes shall be elected to the office of OkMRF Trustee representing the entire membership.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call. Hope you and yours had a safe and blessed Independence Day!

Sincerely,

Jodi S Cox CPA, Executive Director & CEO

BOARD OF TRUSTEES

Shaun Barnett Woodward District 8	Donna Doolen Ada District 3	Tamera Johnson Shawnee District 4	Robert Johnston Clinton At-Large	Jim Luckett, Jr Thomas District 7	Robert Park Sallisaw District 2	Melissa Reames Stillwater District 5	Tim Rooney Mustang District 6	Ed Tinker Glenpool District 1	George Wilkinson Weatherford Trustee Emeritus
---	-----------------------------------	---	--	---	---------------------------------------	--	-------------------------------------	-------------------------------------	---

1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org



2024 ELECTION OF TRUSTEE AT- LARGE OKLAHOMA MUNICIPAL RETIREMENT FUND ("OkMRF")

The governing body of each OkMRF Member is entitled to cast by resolution one (1) vote for the office of At-Large Trustee. The resolution (enclosed) must be returned and received no later than **August 30, 2024**. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned or not received in the OkMRF offices by the deadline will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 for confirmation.**

CAST YOUR VOTE FOR ONE (1) OF THE FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

KAMIE BROOKSHIRE

- Kamie Brookshire is a seasoned professional with over thirteen (13) years of experience in Human Resources.
- Mrs. Brookshire is the Director of Human Resources for the City of El Reno.
- She has a strong background in both the public and private sectors.
- She brings a wealth of knowledge and expertise to her role.
- She served as the Director of Human Resources for the City of Chickasha for slightly over two (2) years..
- She has also held various Human Resources roles in the private sector for five (5) years.
- Kamie is a Certified Professional in Human Resources.
- She demonstrates her commitment to excellence and ongoing professional development.
- She holds a Master of Science in Management from Southern Nazarene University.
- Kamie also holds a Bachelor of Science in Management from Southwestern Oklahoma State University.
- She volunteers as a small group leader for the Youth Group at her church.
- She also serves on the Personnel Committee at her church.
- Outside of her professional accomplishments, Kamie finds inspiration in her husband and two kids.

RYAN DAWSON

- Ryan Dawson is currently serving as the Vice Mayor of the Union City Board of Trustees, where he has served since 2020.
- Mr. Dawson has helped develop plans for growth and prosperity in the community.
- He is known for his ability and willingness to put the citizens and law/code first, regardless of personal bias.
- He has a passion and vision for a healthy community built on a solid foundation of old school values and ethics.
- He was born and raised in Union City and has always been an active member of his community.
- In addition to serving his community, Ryan is the lineman for the rural water authority in the area. This line of work has given him invaluable insight into municipal workings.
- Ryan is also a full-time farmer who has built a small grain and cattle operation from the ground up. Ryan's grit and determination for success bleeds over into his advocacy for local government.



GREG BUCKLEY

- Greg Buckley is presently the Town Administrator for the Town of Carlton Landing.
- Mr. Buckley holds a Bachelor of Arts degree in Public Administration from University of Oklahoma and Master of Arts in Public Administration from Northern Illinois University.
- He has approximately thirty-four (34) years' experience in municipal government.
- He serves on the City Manager Association of Oklahoma (CMAO) Board and has served as Treasurer and President. He is a CMAO Accredited Manager.
- He served on the Oklahoma Public Employers Labor Relations Association both as Board member and President.
- He served on the Oklahoma Public Employee Relations Board as the City Representative November 2012 to June 2017.
- Greg serves on the Oklahoma Municipal League Legislative Committee.
- He served as Chairman of the Lake Eufaula Advisory Committee working with the U.S. Army Corp of Engineers.
- He has worked as an Adjunct Professor for Webster University.
- Greg has worked for municipalities in three of the four quadrants of the State.
- He has served communities of all population sizes ranging from 94 to 95,000.
- He also works as a consultant helping communities with Labor Relations, Grants, Policies and Procedures, Financial Management, Operations, Strategic Planning, and Project Management.
- He has served in positions as City Manager, Town Administrator, Assistant City Manager, Treasurer/Finance Director, and Public Works Director in various municipal governments.
- He volunteers as a Certified Mediator with the OK Courts Early Settlement Alternative Dispute Resolution program.
- Greg has been married to his wife, Betty, for twenty-five (25) years and enjoys spending time with his three (3) grandchildren.

SHAWN GIBSON

- Shawn Gibson is the City Manager of Drumright, Oklahoma.
- Mr. Gibson was formerly the Chief of Police for the City of Drumright.
- He retired from the Oklahoma State University Police Department.
- Shawn is a member of the Wall of Fame at the Oklahoma State University Police Department.
- He holds a Bachelor's Degree from Oklahoma State University.
- He also has an Associate's Degree from Northern Oklahoma College.
- He has over twenty-eight (28) years of experience in city and county government.
- Shawn has completed his Certified Municipal Official certificate through Oklahoma Municipal League (OML).
- He is a Past Master for the Drumright Masonic lodge.
- He is a Shriner and a Mini Karr Driver for the Akdar Shrine in Tulsa.
- He will complete the OML Leadership Development Program in September of 2024.
- Shawn is a board member with the Drumright Chamber of Commerce.



ROBERT B. JOHNSTON

- Robert B. Johnston presently serves as City Manager for the City of Clinton.
- Mr. Johnston previously served as City Manager of Frederick and Tonkawa and as Public Works Director for Clinton.
- He started his local government career in Clinton in 1981 and has participated in the Oklahoma Municipal Retirement Fund (OkMRF) his entire career.
- He holds a Bachelor's Degree in Business Management and has completed coursework for a Masters of Public Administration.
- Robert has served as a Board Member and as President/Chairman of the City Management Association of Oklahoma (CMAO), the Municipal Electric Systems of Oklahoma (MESO), the Oklahoma Municipal League (OML), and the Oklahoma Municipal Power Authority (OMPA).
- He also served as a Regional Vice-President of the International City/County Management Association (ICMA).
- Notable recognitions during his career include the Ray Duffy Personal Service Award from MESO in 2010 and in 2013 he was the recipient of the Don Rider Award from the OML.
- Robert was inducted into the Oklahoma Hall of Fame for City & Town Officials in 2020.
- He has served as an OkMRF Board Trustee since 2014.
- Robert presently serves as Vice Chairman of the OkMRF Board and chairs the OkMRF Administrative Committee.

CODY ROE

- Cody Roe is presently the City Manager for the City of McLoud.
- Mr. Roe retains the titles of Emergency Management Director and McLoud Public Works Director in addition to his City Manager title.
- He attended St. Gregory's University in Shawnee and is a graduate of the Oklahoma Municipal League Community Leadership Development program.
- Cody started his career in City Government in McLoud in 2010 where he was hired by City of McLoud as the Manager for Wes Watkins Reservoir.
- In 2012, Cody was appointed Parks Director where he was responsible for over 100 acres of parks, the McLoud Splash Pad, Wes Watkins Reservoir, and the McLoud Riverside Cemetery.
- Cody worked his way up the ranks and was ultimately appointed to City Manager in November of 2022 after serving as the Assistant City Manager for two (2) years.



CINDI SHIVERS

- Cindi Shivers is a Human Resource professional with two decades of dedication and experience with personnel management, payroll, benefits, and more. Working hard to break the stigma that the HR office is a scary place, by making it inviting, where everyone is welcome to stop by and chat and reminding employees that she is always there to help.
- Mrs. Shivers is presently the Human Resources (HR) Director for the City of Yukon.
- She has been both an active participant in the Oklahoma Municipal Retirement Fund (OkMRF) and has served as the City of Yukon's OkMRF Authorized Agent since 1998. In 2023, she received the George F. Wilkinson Award for outstanding Authorized Agent.
- She has twenty-six (26) years' experience in municipal government in Payroll and HR but also has been involved in the City Manager Administration with various projects, assignments, and committees throughout the years.
- She has extensive experience with many HR functions, including compliance, payroll, benefits, budget preparation, sitting in on Fraternal Order of Police and International Association of Firefighters union negotiations, and more.
- Cindi was voted the City of Yukon's Employee of the Year in 2011.
- She completed the Leadership Canadian County program 2013-2014.
- She completed the Oklahoma Municipal League (OML) Leadership Development program in 2015.
- She is an active Society of Human Resource Management (SHRM) member.
- She obtained and maintained SHRM-CP and PHR certifications related to Human Resource Management since 2013.
- Cindi was the Don Rider Transparency in Government 2022 Award Winner.
- She is an active member of the Oklahoma Municipal Assurance Group's Oklahoma Municipal Human Resource Professionals (OMHRP).
- She has been the City of Yukon's United Way Pacesetter Campaign Coordinator and event planner since 2011 and winner of the Outstanding Employee Coordinator award in 2021.
- Cindi sits on the Canadian Valley Technology Center Advisory Board for the Accounting & Business Education Department.



To: Mayor and Council

From: Beth Miller, Grants/Special Projects Coordinator

Date: August 5th, 2024

Re: Approval of letter of support for the proposed hosting of EV charging sites

Background:

The staff is proposing to be added to a USDOT Charging and Fueling Infrastructure grant proposal submitted by the Indian Nations Council of Governments (INCOG) as the primary applicant to install electronic vehicle charging stations in Glenpool at City Hall, Black Gold Park and South County Recreation Center. This will be at no cost to the city as the application will include agency contractors covering the matching 20%.

Please find the attached letter of support. The proposed project involves a signed letter that verifies the city's commitment to providing the proposed sites to host the charging equipment. Although other sites have been identified, they will not be included in the selection process until the project's stakeholders or program partners have been informed.

Staff Recommendation:

Staff recommends the approval of the letter to support the hosting of charging stations at City Hall and Black Gold Park.

Attachments:

- Letter of Support

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



August 5th, 2024

U.S. Department of Transportation
FHWA, Office of Planning, Environment and Realty (HEP)
1200 New Jersey Avenue, SE
Washington, DC 20590

To Whom It May Concern,

I am writing this letter to express the commitment of the City of Glenpool in support of the Charging and Fueling Infrastructure grant proposal submitted by the Indian Nations Council of Governments (INCOG). The City of Glenpool appreciates the opportunity to deploy electric vehicle (EV) charging infrastructure in our community, particularly since there are no publicly accessible EV charging stations within the city at this time.

We acknowledge that the deployment of EV charging infrastructure plays a role in reducing harmful emissions and improving local air quality, and we also recognize that this deployment must be equitable. The City of Glenpool is proud to partner with INCOG and other organizations across the region in creating a robust region-wide network of community-centered charging infrastructure that will make it possible for more residents to adopt EVs, particularly those in multifamily housing, low- and moderate-income areas, and existing charging deserts.

The City of Glenpool is pleased to host the proposed charging infrastructure on our properties at **City Hall, Black Gold Park / Bixby Senior Center, and South County Recreation Center**. City Hall is attached to a city-owned conference center and is also adjacent to a large apartment complex, providing the opportunity for the proposed charging equipment to serve multiple workplace, home, and destination charging uses. The chargers proposed for the Black Gold Park / Glenpool Senior Center and South County Recreation Center sites will provide convenient charging access to residents in a charging desert.

As an effort led by and for the communities of the Tulsa metropolitan region, we believe that INCOG's proposal has significant potential to improve air quality by enabling access to EV charging, supporting more EV trips and increased EV adoption.

Sincerely,

Joyce G. Calvert
Mayor, City of Glenpool

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DUY NGUYEN, CITY PLANNER

RE: REVIEW AND ACCEPTANCE OF A DEED OF DEDICATION FROM BANNING REAL ESTATE GROUP LLC ASSOCIATED WITH GLS 265 (BANNING PROPERTY LOT SPLIT)

DATE: AUGUST 5, 2024

BACKGROUND

This item under consideration is the acceptance of a Deed of Dedication from Banning Real Estate Group LLC to the City of Glenpool for street right-of-way and utility installation purposes. The deed is associated with GLS No. 265 and was a condition of approval of the lot split application which created two (2) parcels.

The subject property is generally located on the north side of West 161st Street South approximately 2,300 feet east of South US Highway 75. The proposed dedication comprises a 50-foot-wide strip of land along the property's frontage of two (2) parcels on West 161st Street South (see attached Exhibits). These dedications fulfill one-half of the right-of-way requirement for a secondary arterial street, a standard condition for a lot split abutting West 161st Street South. In addition, these dedications also establish a public easement for public and private franchise utility services which are needed for serving the subject property.

STAFF RECOMMENDATION:

Staff recommends the City Council approve and accept the Deed of Dedication documents as presented.

Attachments:

1. Location Map
2. Deed of Dedication
3. Legal Descriptions & Surveys of Tracts

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

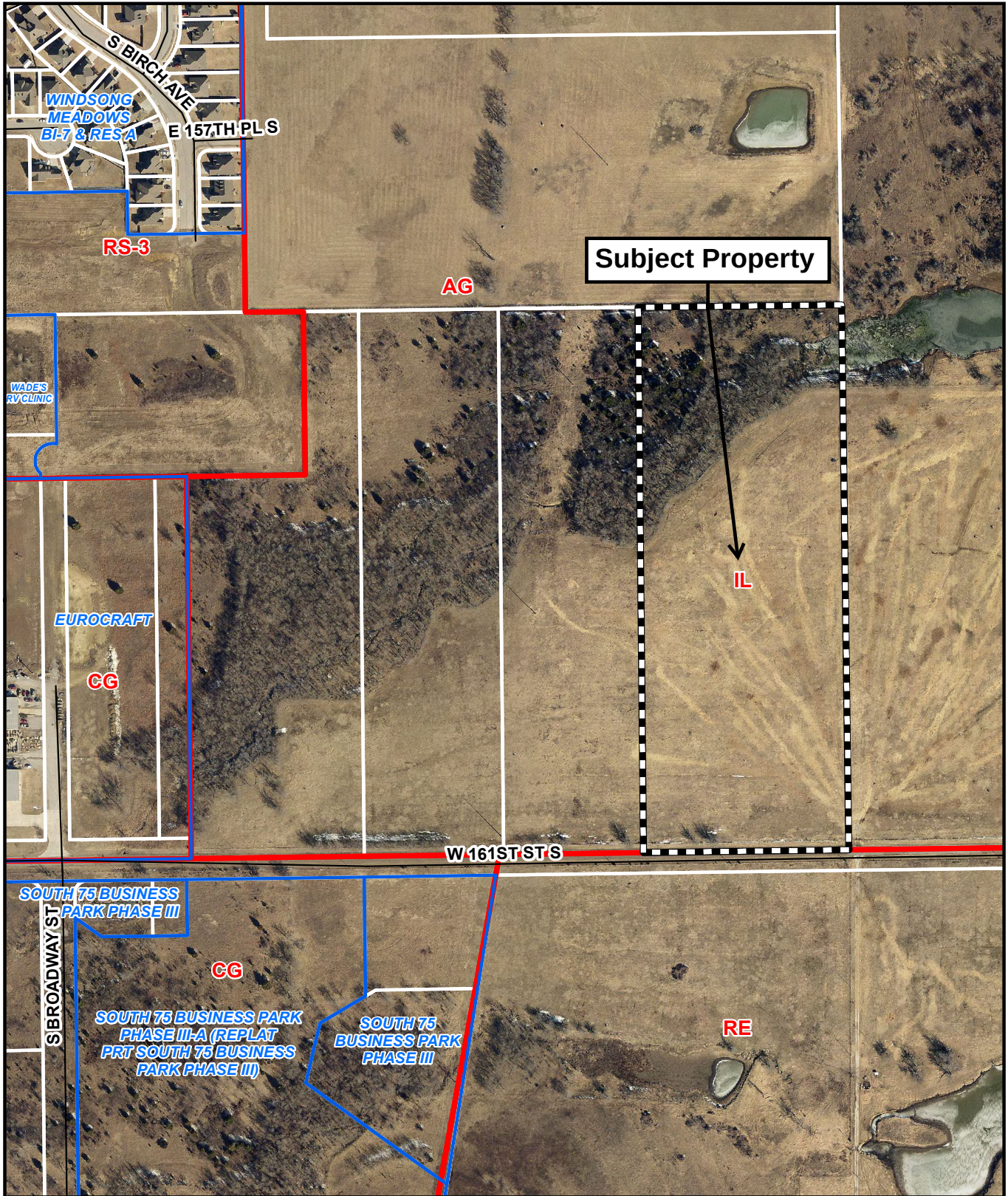
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

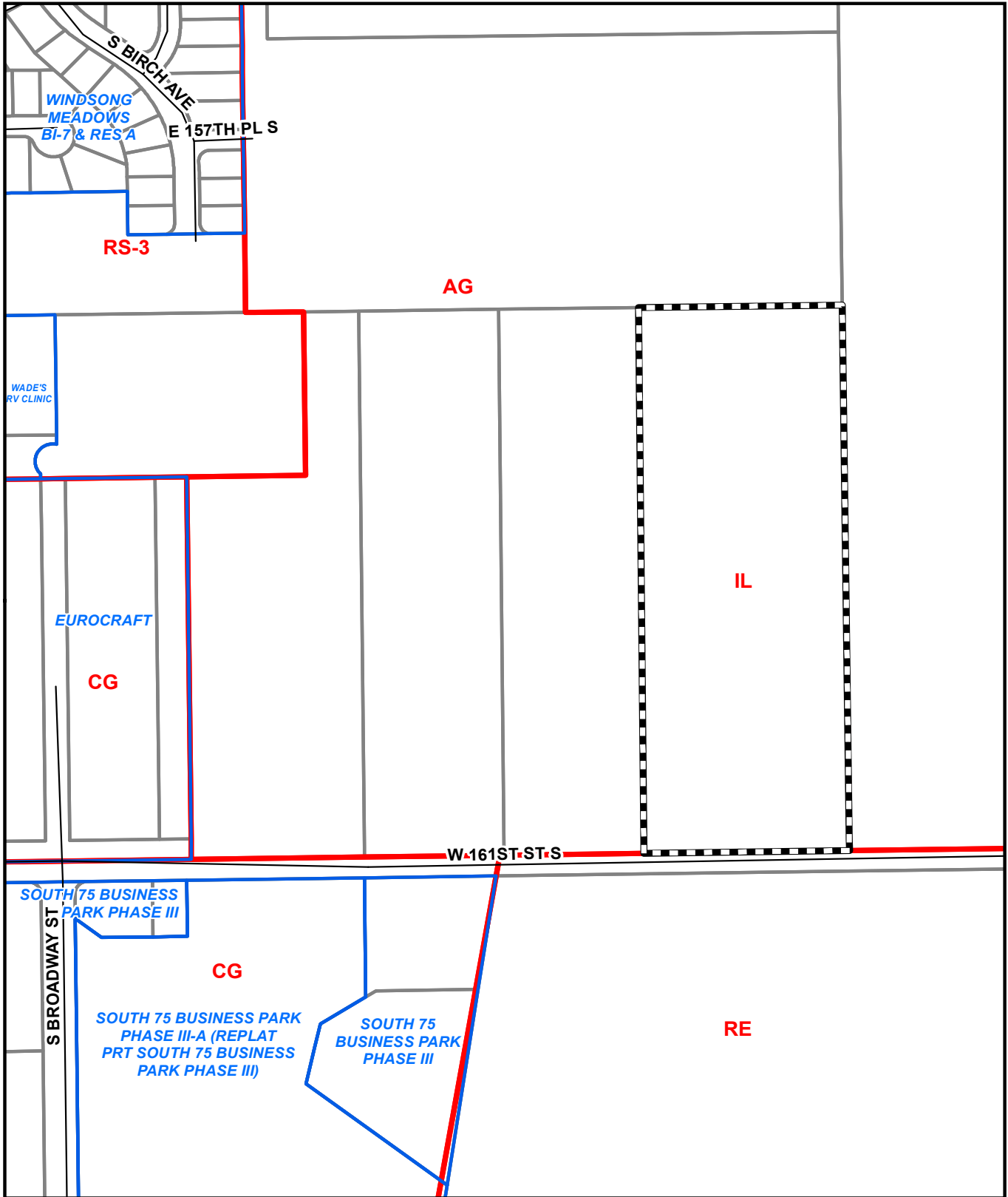
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com

Aerial Photo / Zoning Map





Deed of Dedication

ROAD RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **Banning Real Estate Group LLC**, hereinafter called the Grantors, for and in consideration of the sum of one dollar (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of Tulsa, Oklahoma the following described parcel of land for the purpose of establishing thereon a public roadway or facilities necessary and incidental thereto, to-wit;

See Attached Exhibit A

for the purpose of permitting the City of Glenpool, Oklahoma, and the public utility companies, their successors or assigns, to construct a roadway, thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, including but not limited to, electric service, telephone service, water lines, gas lines, and cable television; and to use and maintain the same, and of affording the County and public utility companies, their officers, agents, employees, designs, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing and maintaining of such construction.

TO HAVE AND TO HOLD such described right-of-way unto the City of Glenpool, Oklahoma, its successors or assigns, forever.

DATED this 28TH day of June, 20 24.



Grantor

STATE OF OKLAHOMA)

)SS

COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on this 28 day of June, 20 24, personally appeared Chris Banning, to me known to be the identical persons who executed the within foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: 8/28/26





Notary Public

18008658

Notary Number

Accepted By:

City of Glenpool
a Municipal Corporation

Dated this: _____, day of _____, 2024.

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

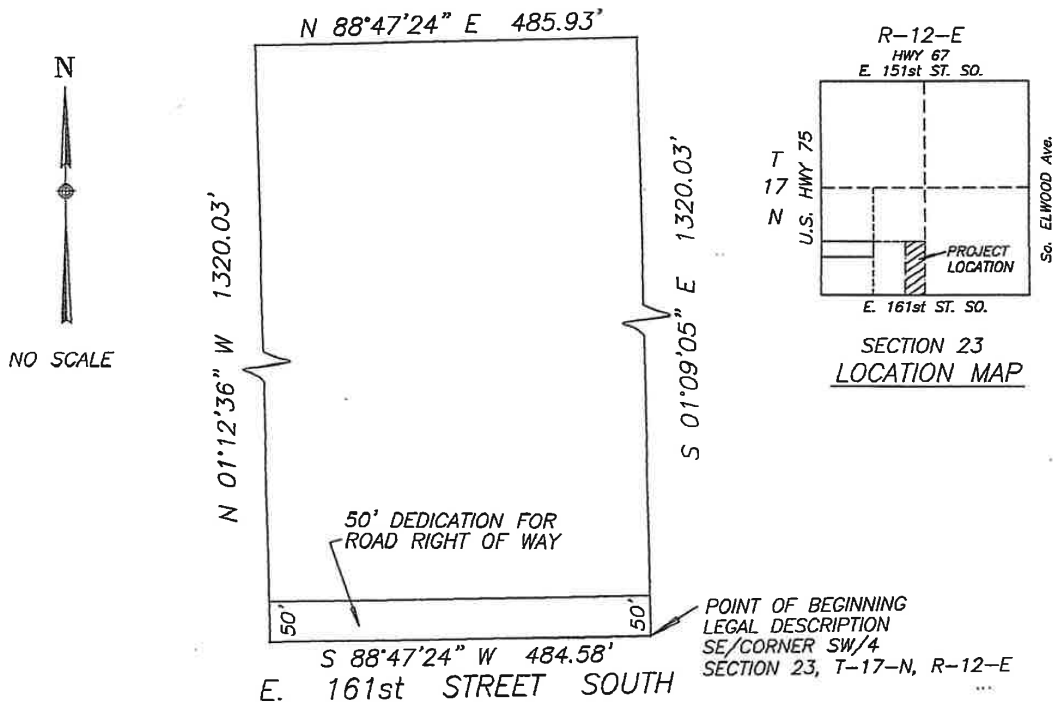
Exhibit A

The South 50 feet of the following described property, to-wit:

A part of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 23, Township 17 North, Range 12 East of the Indian Base and Meridian, City of Glenpool, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of said Section 23, Thence S 88 47'24"W, along the South line of the Southwest Quarter a distance of 484.58 feet; thence N 01 12'36"W a distance of 1320.03 feet; thence N 88 47'24"E a distance of 485.93 feet; thence S 01 09'05"E, and along the East line of the Southwest Quarter a distance of 1320.03 feet to the point of beginning.

EXHIBIT 'A'



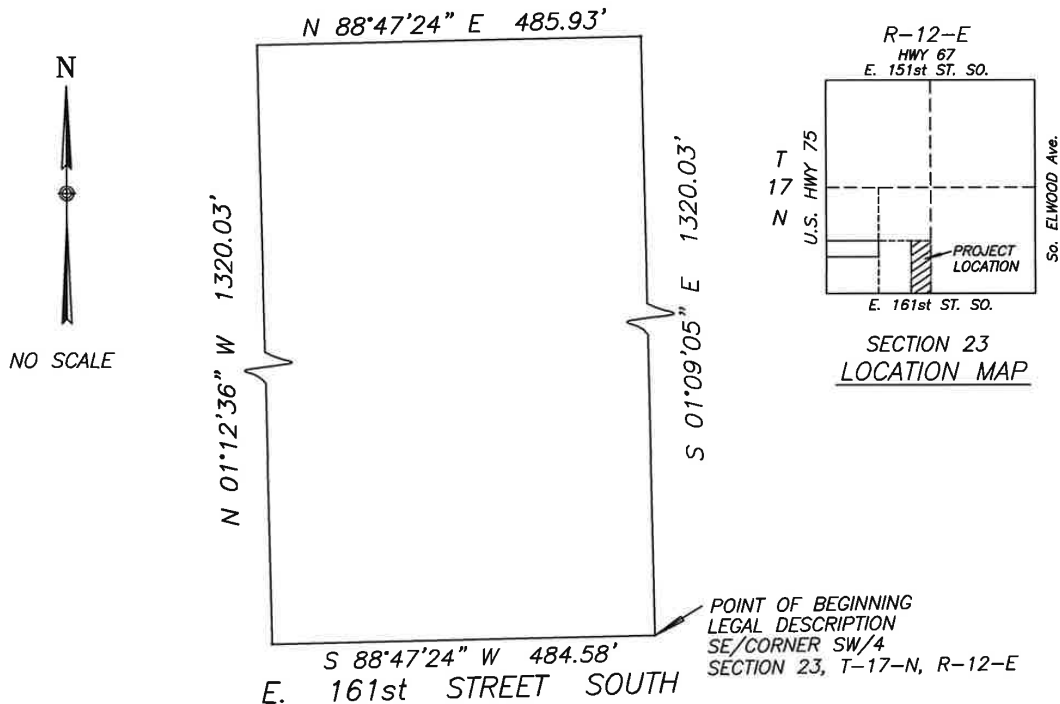
PROPERTY LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'24" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 484.58 FEET; THENCE N 1°12'36" W, A DISTANCE OF 1320.03 FEET; THENCE N 88°47'24" E, A DISTANCE OF 485.93 FEET; THENCE S 1°09'05" E, AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 1320.03 FEET TO THE POINT OF BEGINNING

Lot Split Surveys

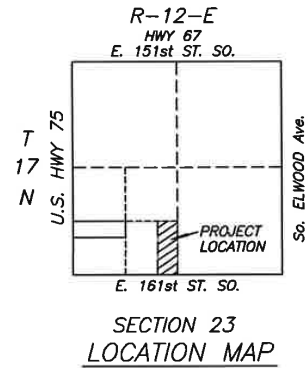
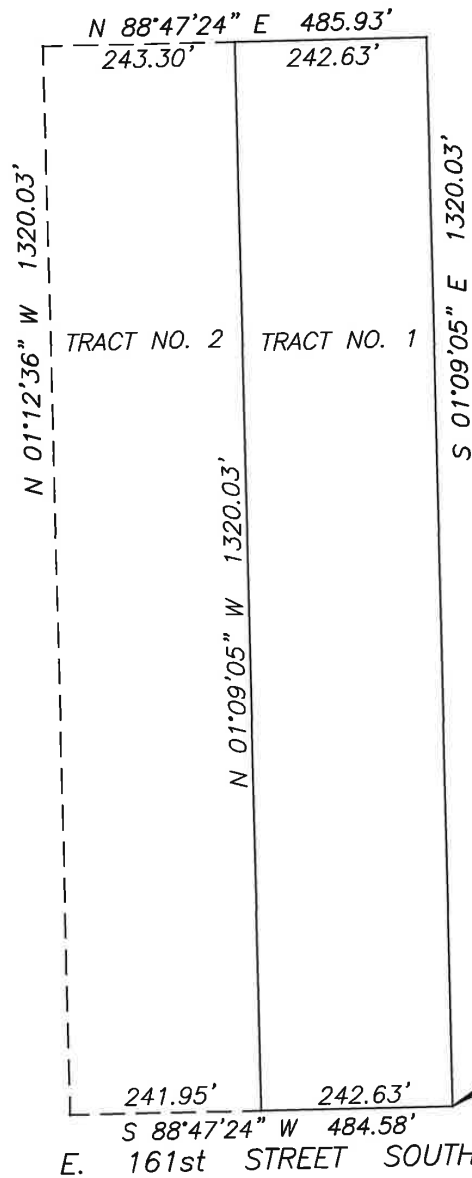
PARENT TRACT



LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'24" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 484.58 FEET; THENCE N 1°12'36" W, A DISTANCE OF 1320.03 FEET; THENCE N 88°47'24" E, A DISTANCE OF 485.93 FEET; THENCE S 1°09'05" E, AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 1320.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 640,550.8 SQUARE FEET OR 14.70 ACRES, MORE OR LESS.

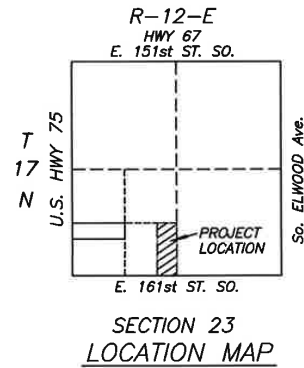
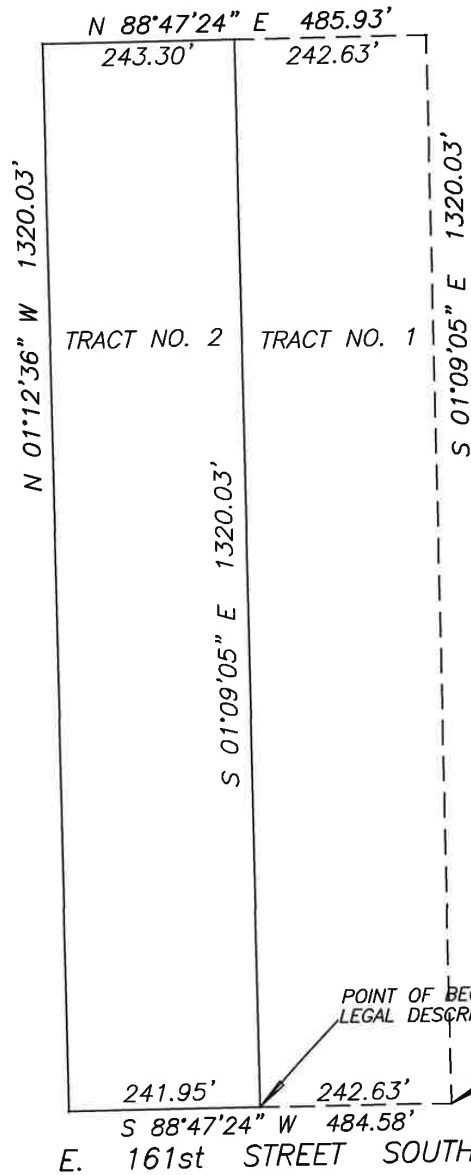


TRACT NO. 1

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'24" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 242.63 FEET; THENCE N 01°09'05" W, A DISTANCE OF 1320.03 FEET; THENCE N 88°47'24" E, A DISTANCE OF 242.63 FEET; THENCE S 01°09'05" E, AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 1320.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 320279.05 SQUARE FEET OR 7.3526 ACRES, MORE OR LESS.



TRACT NO. 2

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 88°47'24" W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 242.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 241.95 FEET; THENCE N 01°12'36" W A DISTANCE OF 1320.03 FEET; THENCE N 88°47'24" E A DISTANCE OF 243.30 FEET; THENCE S 01°09'05" E A DISTANCE OF 1320.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 320271.75 SQUARE FEET OR 7.3524 ACRES MORE OR LESS.

Legal Descriptions

BANNING REAL ESTATE, LLC

*PARENT TRACT
LEGAL DESCRIPTION*

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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*TRACT NO. 1
LEGAL DESCRIPTION*

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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*TRACT NO. 2
LEGAL DESCRIPTION*

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