



**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA**

**DISTRICT COURT
FILED**

MAR 06 2026

**DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY**

BOARD OF COUNTY COMMISSIONERS)
OF THE COUNTY OF TULSA,)
)
Plaintiff,)
vs.)
)
TULSA LITTLE LEAGUE BASEBALL, INC)
)
Defendant.)

Case No.:

CJ-2026-01049

KELLY M. GREENOUGH

VERIFIED PETITION FOR FORCIBLE ENTRY AND DETAINER

COMES NOW the Plaintiff, Board of County Commissioners of the County of Tulsa ("Tulsa County" or "BOCC"), and for its Petition against the Defendant, Tulsa Little League Baseball, Inc., alleges and states as follows:

1. Plaintiff, Tulsa County, is the owner and landlord for certain real property in the City of Tulsa, Tulsa County, Oklahoma, as more fully described below, and is the duly elected, qualified, and acting board of officials authorized to exercise the corporate powers and duties granted to Tulsa County, Oklahoma.

2. Defendant, Tulsa Little League Baseball, Inc. ("TLLB"), is a private Oklahoma nonprofit corporation and tenant of the property described in paragraph 4 below.

3. Venue and jurisdiction are proper in Tulsa County because the Leased Premises is located in Tulsa County.

4. Tulsa County is the owner in fee simple title of certain real property dedicated to the public for use as a recreation area consisting of approximately 14.26 acres in the southwest corner of LaFortune Park, and described as follows:

A strip, piece or parcel of land located in the Southwest Quarter (SW/4) of Section 34, Township 19 North, Range 13 East, Tulsa County, Oklahoma, more particularly described as:

Beginning at the Southwest Corner of said SW/4, thence northerly along the West line of said SW/4 a distance of 1155.00 feet, thence easterly parallel with the South Line of said SW/4 a distance of 275.00 feet, thence northerly parallel with said West Line a distance of 76.00 feet, thence Easterly parallel with said South line a distance of 428.00 feet, thence southerly parallel with said West Line a distance of 425.00 feet, thence westerly parallel with said South Line a distance of 155.00 feet, thence southerly parallel with said West line a distance of 806.00 feet to a point on the South Line of said SW/4, thence westerly along said South Line a distance of 548.00 feet to the Point of Beginning, less the West 60.00 feet and the South 60.00 feet, thereof.

("Leased Premises"), depicted by the orange bordered polygon below:



5. On March 5, 2015, Tulsa County entered into a written lease agreement with TLLB for the Leased Premises to be used for Little League baseball and related purposes and sponsored events (the "Lease"). The Lease is a matter of public record, Tulsa County CMF #234290.

6. Because the Lease is in furtherance of a public function, TLLB's annual rent is only \$10.00 per year.

7. Because Okla. Const. art. 10, § 26, forbids a political subdivision of the state, such as a county, from obligating funds beyond the current fiscal year, the Lease requires TLLB to pay all utilities, and further, it includes a provision by which TLLB agrees to be responsible for, and hold Tulsa County harmless from any other expenses, specifically, "each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof," which allowed for the Lease to be for a term of fifteen (15) years with two fifteen year options to renew.

8. TLLB thereafter paid for some but not all of the charges for utilities. Utility charges not paid by TLLB were paid by Tulsa County using taxpayer funds.

9. Tulsa County paid \$45,685.16 in utility charges for electric current supplied to or used or consumed on the Leased Premises from March 2015 through December 2025.

10. Tulsa County paid \$14,100.77 in utility charges for water and sewer services used or consumed on or supplied to the Leased Premises from March 2015 through December 2025.

11. The amounts charged for utilities for the Leased Premises and paid by Tulsa County as set forth in paragraphs 9 and 10 above are owed to Tulsa County by TLLB under the terms of the Lease and are also expenses for which TLLB agrees under the terms of the Lease to hold Tulsa County harmless therefrom.

12. The Lease provides that in the event TLLB should fail to make any payment required under the terms of the Lease, TLLB agrees to pay "interest on the unpaid amount of each such ... payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum."

13. As of the end of December 2025, there is \$53,545.84 in interest due and owing from TLLB to Tulsa County on the past due amounts set forth in paragraphs 9 and 10 above.

14. The amounts due Tulsa County as set forth in paragraphs 9, 10 and 13 above are referred to in the Lease as Additional Rent.

15. TLLB's failure to promptly pay Additional Rent constitutes a continuing and material breach of the Lease, including but not limited to violations of Sections 3.6 and 6.2 and other related payment provisions.

16. On January 22, 2026, Tulsa County, by and through its counsel of record, made written demand on TLLB for the Additional Rent due Tulsa County for the March 2015 through December 2025 time period and advised TLLB that "failure to pay the full amount due on or before February 27, 2026, will result in immediate termination of the Lease." This notice was hand-delivered that same day to TLLB's president, Stephen Skocik.

17. On February 5, 2026, by and through its counsel Richard Shallcross, TLLB by written letter "decline[d] to pay the claim that is set forth in [Tulsa County's] demand letter." Mr.

Shallcross's letter was hand-delivered to Douglas A. Wilson, Assistant District Attorney for Tulsa County. The District Attorney's Office is statutory counsel to Tulsa County.

18. On February 17, 2026, Tulsa County, by and through its counsel of record, reiterated to TLLB its written demand that the Additional Rent be paid by February 27, 2026, and provided both supporting documentation and legal authority. This demand was hand-delivered that same day to TLLB's attorney Richard Shallcross.

19. As of the date of the filing of this Petition, TLLB has refused payment of Additional Rent for the March 2015 through December 2025 time period and continues to be in material breach of the Lease and in default thereunder.

20. TLLB remains in unlawful possession of the Leased Premises.

21. Under the terms of the Lease, if Tenant is in default, Landlord, among other remedies, is entitled to terminate the Lease, enter upon and take possession of the Leased Premises and expel or remove Tenant.


22. Plaintiff is also entitled to a reasonable attorney fee and all other costs and expenses incurred in prosecuting this action.

WHEREFORE, Plaintiff Tulsa County respectfully requests that this Court:

- A. Award Plaintiff immediate possession of the leased premises and order Defendant to vacate;
- B. Enter judgment terminating the Lease between the parties;
- C. Enter monetary judgment in favor of Plaintiff and against Defendant for the Additional Rent due for utilities and interest under the terms of the Lease as of the date of Lease termination;
- D. Award Plaintiff its attorney fees and costs as permitted by law; and

- E. Award Plaintiff pre- and post-judgment interest as permitted by law.
- F. Grant such further relief as the Court deems just and proper.

Respectfully submitted,




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DON NEWBERRY COURT CLERK
 2026 MAR -6 P 2:43

VERIFICATION:

I, Matt Hancock, Tulsa County Parks Director, have read the foregoing Petition, and under penalty of perjury and based on my personal knowledge and review of the business records of Tulsa County, hereby swear that the facts stated in this Verified Petition are true and accurate to the best of my knowledge and belief.



 Matt Hancock, Tulsa County Parks Director

Subscribed and sworn before me on this

6th day of MARCH, 2026

Bonnie Mallee Notary Public

My Commission expires: 24011648

