



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on May 2, 2022, 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=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM MAY 2, 2022.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor	
C) Invocation – Greg Conner, Faith Church	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Recognition of Senior Transportation Volunteers - Lea Ann Reed, Community Relations/Conference Center Director	
F) Development Services Report – Gerald Gilbert, Development Services Director	
1) Development Services Report - May 2 2022	3 - 6
G) City Manager Report – David Tillotson, City Manager	
1) CM Report.05022022	7

H) **Mayor Report – Joyce G. Calvert, Mayor**

I) **Council Comments**

J) **Public Comments**

K) **Scheduled Business**

- 1) Discussion and possible action to approve, deny, or amend minutes from April 18, 2022 meeting. 8 - 12
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 18 Apr 2022 - Minutes - Html](#)
- 2) Discussion and possible action to approve or deny Mayor Calvert's reappointment of Kevin Norton to the Planning Commission and Board of Adjustment for a 3-year term ending May 12, 2025.
(Joyce G. Calvert, Mayor)
- 3) Discussion and possible action to approve or deny Mayor Calvert's appointment of Kim Mercier to the Planning Commission and Board of Adjustment for a 3-year term ending May 12, 2025.
(Joyce G. Calvert, Mayor)
- 4) Discussion and possible action to approve, deny or amend the Lease Agreement with VFW Post 9126 for Fiscal Year 2022-2023. 13 - 20
(David Tillotson, City Manager)
[Staff Report - VFW Lease Agreement](#)
- 5) Discussion and possible action to approve or deny the Amendment to the contract with Tyler Technologies for the in-car computer project within the Police Department. 21 - 26
(David Tillotson, City Manager)
[Staff Report - PD In-Car Computers](#)
- 6) Discussion and possible action to enter into Executive Session for the purpose of discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
(Susan White, Assistant City Manager)
- 7) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on April 29, 2022, by 4:000 pm.

Signed: Wendy Knight

City Clerk

To: Honorable Mayor and Glenpool City Council

From: Gerald S. Gilbert, Development Services Director

Date: May 2, 2022

RE: Development Services Monthly Report for April 2022

Listed below are development related activities within the City of Glenpool. The 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 activity is highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Glenpool Ridge Senior Living** - Multi-Family Senior Apartment project located at 1922 W 161st Street South.
2. **Cotton Creek** – Mini Storage project (Second Phase) located at 2155 W 181st St S.
3. **Elwood Creek Addition** - Commercial/Office project located at the northeast corner of 151st and S Elwood Ave.
4. **Floyd's RV Dealership** - Commercial RV Sales, Service and Storage project located on the southeast corner of US Highway 75 and West 171st Street South.
5. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75.
6. **Frankoma Pottery** – Commercial Pottery Sales and Manufacturing located at 17117 S. Union Ave.
7. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St.
8. **Old School Bagel** – A 1,555 sf bagel restaurant located at 12165 Waco Avenue, adjacent to Sonic, within the Southwest Crossroads Shopping Center.

Residential Projects Under Construction:

Subdivision Name		Lots Approved	Under Construction	Completed	Lots Available
1	Elm Pointe II	47	1	46	0
2	The Pines	31	24	7	67
3	Glen Hills I	84	12	70	2
4	Glen Hills II	78	20	0	58
5	Scissortail	88	17	4	67
6	Redbud Glen	74	15	0	59
7	Twin Ponds	25	1	0	24
Totals		427	90	127	277

Planning Applications Under Review:

A. Annexation(s):

1. **Lopez Property** - An Annexation application for a 2.31-acre site located at 15608 S. Elwood Ave.

B. Subdivision Plat(s):

No new applications.

C. Lot Split Application(s):

1. **Sharp Property** - A Lot Split application for a 2.5-acre site located directly west and adjacent to 15609 S Elwood Avenue.
2. **Sharp and Lopez Property Lot Consolidation** - A Lot Split application to consolidate a 2.31-acre lot and 2.5-acre lot into one (1) lot located at 15608 S. Elwood Avenue and adjacent and directly west.
3. **Sexson Property** - A Lot Split application for a 7.99-acre site located at 180733 South 33rd West Ave. The applicant proposes to split the 7.99-acre lot into two (2) lots.

D. Planned Unit Development (PUDs)

1. **Arrowhead Mini Storage** – Minor PUD Amendment request to phase landscaping in Phase II of Arrowhead Mini Storage located at 14801 S. Elwood Ave.

E. Site Plan Applications:

1. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition.
2. **Ashton/Gray Retail Center** - A Site Plan application for 10,797sf retail building on a 1.93-acre site located adjacent to Dollar Tree within Southwest Crossroads.
3. **King of Kings** – A Site Plan application for a 6,627sf church located at 15251 South Broadway Street.
4. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave.

F. Specific Use Permits:

No new applications.

Approved Projects Not Under Construction

1. **Glenpool Retail** – A proposed 6,095sf retail center located at 84 West 146th Street South.
2. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
3. **By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
4. **Carson Trails** – A 394 lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
5. **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.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued April 2022	23
New Commercial Permits Issued April 2022	0
Current Active Residential Permits	96
Current Active Commercial Permits	25
2021 Residential Permits thru April	65
2022 Residential Permits thru April	45
2021 Commercial Permits thru April	3
2022 Commercial Permits thru April	8
Assessment Letters Issued in April 2022	2
Total Assessment Letters Issued in 2022	6

Code Enforcement Activity for 2022

ACTIVITY DESCRIPTION:	Yearly Totals	
Complaints received and investigated	310	
Open public nuisance cases through March	23	
CODE ENFORCEMENT CASES	March	April
	122	94
High grass:	-0-	3
Fire damaged structures:	-0-	-0-
Illegally parked vehicles:	2	5
Nuisance abatements (contractor):	-0-	-0-
Notices issued for residents with no water service:	-0-	-0-
Tulsa County Health Department citations:	-0-	0
Illegally placed signs:	99	67
Damage to public facilities citations:	-0-	-0-
Excessive trash & debris notices:	16	13
Dilapidated structures/property notices:	2	-0-
Trash can/receptacle placement notices:	-0-	-0-
Building demolition & removal:	-0-	-0-
Inoperable/abandoned vehicles:	2	4
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	3	1
Stagnant water causing mosquito issues:	-0-	-0-
Pest issue:	-0-	-0-
Dilapidated fencing:	-0-	-0-
Noxious odor:	1	1



To: Mayor and Council

From: David Tillotson

Date: April 28, 2022

Re: City Manager Report

Open Positions

I have noted those positions below that are in the process.

- Public Works: 6 positions
 - City Engineer – Applications have been reviewed and interviews are being set
 - Public Works Director - Advertised
 - Equipment Operator
 - Streets/Parks Laborer
 - Administrative Assistant – interviews set
 - Water/Sewer Laborer – interviews set
- Police Department: 4 Positions
 - Animal Control Officer – re-advertising
 - Lieutenant – promotion process advertised
 - Police Officer – (3 positions) offers made, waiting on backgrounds
- Administration: 1 Position
 - Part-time Administrative Assistant – position advertised
- Fire Department: 1 Position
 - Firefighter – pending pension physical
- Finance Department: 1 Position
 - Controller – position advertised
- Development Services: 1 Position
 - Planner

Miscellaneous

- Memorial Day Holiday – May 30th

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 Wendy Knight

www.glenpoolonline.com



MINUTES
City Council Regular Meeting
Monday, April 18, 2022 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Frank Ordaz
Jim Martin

- 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 – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
Brian Kuester was also in attendance.
- C) Invocation – Brent McClure, Woodlake Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) City Manager Report – David Tillotson, City Manager**
[Final CM Report.04182022 \(003\)](#)
- F) Mayor Report – Joyce G. Calvert, Mayor**
 - No report, but said she hoped everyone had a good Easter.
- G) Council Comments**
There were no Council comments.

H) Public Comments

There were no public comments.

I) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from April 4, 2022 meeting.
(Wendy Knight, City Clerk)

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve the minutes as presented.

	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 - 04 Apr 2022 - Minutes - Html](#)

- 2) Discussion and possible action to approve, deny or amend Article 6: Benefits, Employee Handbook.
(Susan White, Asst. City Manager)

Ms. White presented and recommended Council approval of Article 6: Benefits, Employee Handbook. The article has expanded to include benefit plans which were not identified in the earlier version of the Handbook; however, it now appropriately reflects the current employee benefits. This article represents the third update submitted to the Council for consideration since the beginning of the updating process. Upon approval by the Council, each article becomes immediately effective.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve Article 6: Benefits, Employee Handbook.

	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.

[Staff Report - EmpHnbk.Art.6.04.08.22](#)

- 3) Discussion and possible action to approve or deny the recommendation to Tulsa County Board of Commissioners that Trustee Brandon Kearns should be reappointed to the GEMS Board for an additional five-year term, expiring May 31, 2027.
(Susan White, Assistant City Manager/GEMS District Administrator)

Ms. White presented and recommended Council approve the recommendation to Tulsa County Board of Commissioners that Trustee Brandon Kearns should be reappointed to the GEMS Board for an additional five-year term, expiring May 31, 2027. The GEMS District was created under Section 9c, Article X of the Oklahoma Constitution. It provides for trustees to be appointed by the county commission to a five-year term. The Tulsa County Commission desires a recommendation for appointment to the GEMS Board of Trustees from the Glenpool City Council and the GEMS Board.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve the recommendation to Tulsa County Board of Commissioners that Trustee Brandon Kearns should be reappointed to the GEMS Board for an additional five-year term, expiring May 31, 2027.

	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.

[Staff Report-Kearns Reappointment](#)

- 4) Discussion and possible action to approve or deny FY21-22 Budget Amendment CITY-11 in the amount of \$80,000 in the General Fund and \$3,000 in the Public Safety Fund.

(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of FY21-22 Budget Amendment CITY-11 in the amount of \$80,000 in the General Fund and \$3,000 in the Public Safety Fund. Budget Amendment, CITY-11, for Fiscal Year 2021-2022 allocates \$56,000 for the General Fund and \$3,000 in the Public Safety Fund (52) to absorb added fuel cost due to rising prices for the remainder of this fiscal year. In addition, it allocates \$24,000 for FICA taxes to correct a data entry error.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve FY21-22 Budget Amendment CITY-11 in the amount of \$80,000 in the General Fund and \$3,000 in the Public Safety Fund.

	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.

[Staff Report - Fuel Budget Amendment CITY 11](#)
[Fuel and FICA Budget Amendment CITY 11](#)

- 5) Discussion and possible action to approve or deny renewal of the employee benefits package for Fiscal Year 2022-2023.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the following employee benefits package for Fiscal Year 2022-2023:

- Health - Community Care, Renewal at 0% increase
- GAP -American Public Life, Renewal at 0% increase
- Teledoc - Employee Voluntary Plan, Renew with 16.8% increase
- Dental - Guardian J1 Choice, Renewal at 0% increase
- Vision - switch to BEAM, increase of 1.62%
- Life - Standard Life, Renewal at 0% increase

Moved by Joyce Calvert, seconded by Chris Brobst

To approve renewal of the employee benefits package for Fiscal Year 2022-2023.

City Council Regular Meeting
April 18, 2022

	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.

[Staff Report - Benefits Renewal](#)

J) Adjournment

Mayor Calvert declared the meeting adjourned at 6:13 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: April 28, 2022

Re: VFW Lease Agreement

Background:

City Staff has been working with VFW Post 9126 to help them find some meeting space within Glenpool. They desire a more permanent location that can be set aside for their exclusive or predominant use. We worked with them on a couple of different possible locations and have determined that space in the Bonnie Chapman Senior Center recently left vacant by the departure of Youth Services of Glenpool would meet their expectations.

We have negotiated the attached lease agreement with Post 9126 for the exclusive use of the southern half of the facility and shared use of the restrooms and kitchen with the seniors that are also using the facility. As consideration for the lease, the post has agreed to maintain and stock the restrooms, maintain the Veteran's memorial, maintain the landscaping at the Bonnie Chapman Senior Center and provide volunteer hours for City events. The contract would run from July 1, 2022, to June 30, 2023. The senior's have temporary use of the space using a short-term contract similar to what we use at the conference center.

We are excited to provide this space for a group that is dedicated to helping veterans in Glenpool and look forward to working with them in the years to come.

Staff Recommendation:

Staff recommends approval of the Lease Agreement with VFW Post 9126 for FY2022-2023.

Attachments:

- VFW Lease Agreement

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 Wendy Knight

www.glenpoolonline.com

**LEASE AGREEMENT BETWEEN THE CITY OF GLENPOOL
AND GLENPOOL VETERANS OF FOREIGN WARS POST 9126**

This Agreement is entered _____ day of _____ 2022, by and between the City of Glenpool, Oklahoma, a municipal corporation (**City**) and the Glenpool Veterans of Foreign Wars Post 9126 (**Lessee**).

I. LICENSE

City leases to **Lessee** the southern portion of the **Bonnie Chapman Senior Center** located at 46 West 145th St S, Glenpool, OK 74033 (**Premises**) for **Lessee's** sole and exclusive use, together with the non-exclusive right to use the restrooms, kitchen and storm shelter (emergency use only) (collectively the "**Common Areas**"), during the term of the Agreement. A site plan that shows the **Premises** and **Common Areas** is attached as Exhibit 1 and incorporation herein by reference. **Lessee** understands that the northern portion of the building is reserved for the exclusive use of the Glenpool Senior Citizens Group and any share used of that space must be authorized by and coordinated with this group.

City agrees to pay for the electrical, natural gas and water costs on behalf of the **Premises** during the full term of this Agreement.

Within its limitations as a non-profit 501(c)(19) organization, **Lessee** may charge an annual membership fee, activities/user fees, and hold fundraiser events to cover its operating expenses.

The Glenpool City Manager shall appoint one person to act as a **Liaison**. The **Liaison** may attend meetings as needed of the **Lessee** Board of Directors. **Lessee** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **City**, the **Lessee** and community.

II. TERM AND CONSIDERATION

The term of this license shall commence July 1, 2022, and shall expire on June 30, 2023, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically. The Agreement may renew annually by written agreement of the parties.

As consideration for the **Lessee** to use the **Premises**, **Lessee** agrees to all terms and conditions of this Agreement regarding use and maintenance of the property. Additionally, the **Lessee** agrees to provide the following services for the benefit of the **City** and the community:

1. Maintain the Veteran's Memorial, to include:
 - a. Replacement of the branch flags and POW/MIA flag as needed
 - b. Mowing regularly

c. All landscaping and mulching of the site

Note: The **City** agrees to purchase the US flags upon notice from the **Lessee** of the need to replace them. Additionally, the **City** agrees to repair and/or replace the flagpoles as needed, unless the flagpoles are damaged as a result of negligence by **Lessee**.

2. Weed and mulch the landscape beds at the **Premises**.

Note: The **City** agrees to supply the mulch for both the Veteran's Memorial and the **Premises**.

3. Provide at least 9 hours of volunteer work at 3 different City events, for an annual cumulative total of 27 hours.

4. Host programs for veterans and citizens. These events may be held at City events or on **Premises**.

III. IMPROVEMENTS

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the City Manager. No other improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the City Manager. The **City** shall have the absolute right to both choose and approve any contractor selected to perform any construction or alterations of the premises.

Lessee shall follow all Oklahoma State laws and City of Glenpool ordinances regarding improvements made to the premises.

Lessee shall contract directly with the telephone, cable and internet companies for installation and monthly service on the **Premises**. The cost of the installation and ongoing services shall be borne by the **Lessee**.

Any improvements, structures, or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the **City** gives prior written permission for their removal. Any structures added by the **Lessee**, as outlined in this Agreement, involved in displaying/exhibiting artifacts on the **Premises** shall remain the property of the **Lessee**. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **Liaison** immediately upon termination of the Agreement and **Lessee** shall restore the **Premises** to the condition that existed prior to the additions or modifications.

Lessee may not have, remove, or change any locks on the **Premises** without the prior approval of the **Liaison** and without first supplying the **Liaison** with combination or key to all locks. **City** understands that **Lessee** may from time-to-time store documents on the **Premises** that contain personal and medical information of those they serve, and as such agree to allow **Lessee** to designate one room for the storage of this information. **City** agrees that **Lessee** shall not be required to provide a key to the **City** for this room. The final location of this room shall be approved by the **Liaison** prior to storage of any records by **Lessee**.

City will work with **Lessee** to approve signage for the **Lessee** in or around the landscape beds at the **Premises** and on the front door of the **Lessee's** space.

IV. MAINTENANCE AND USE

Lessee acknowledges that it has inspected the **Premises** thoroughly and has full knowledge of the conditions of the **Premises**. The **City** makes no representations or warranties, express or implied, as to the condition of the **Premises**.

Lessee shall inspect the **Premises** immediately before and immediately after each use and shall immediately notify the **Liaison** of any damages or of any repairs, which may be required. If any defect threatens the safety and welfare of participants or the general public, **Lessee** shall not allow individuals to utilize the **Premises** until the defective portion of the **Premises** has been repaired or replaced.

Lessee agrees to take all reasonable precautions to prevent waste, damage, or injury to the **Premises** by **Lessee** or by any competitors, volunteers, guests, invitees, or others who may be on the **Premises** that the **Lessee** has allowed use of the **Premises**.

Lessee acknowledges that access to mechanical rooms and the equipment therein is restricted to qualified **City** personnel and approved contractors. These areas are to remain locked and free from obstruction.

The **City** shall maintain, replace, or repair any major maintenance item that is not considered routine in nature of the **Premises** in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems and structural components of the **Premises**, and the parking areas and outdoor lighting fixtures.

Lessee shall perform all custodial duties of the leased **Premises** and shared restrooms as needed, and on a regular basis, to ensure cleanliness of facility. **Lessee** shall keep the shared restrooms stocked with paper towels, toilet paper, soap, and trash can liners.

Lessee shall maintain climate control devices at reasonable levels. **Lessee** shall keep the lights turned off in areas not being used, and turn off all lights when leaving the **Premises**.

Lessee shall lock and secure the **Premises** after each use.

Lessee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair on the **Premises** because of the negligent acts of **Lessee** or by its competitors, volunteers, guests, or invitees, and for the **City's** cost in performing any of **Lessee's** contractual duties.

The **City** retains the right to enter any portion of the **Premises** at all times, except for the approved records storage area, without prior notice, to inspect the **Premises** or to conduct maintenance or repairs, or for the purpose of determining whether **Lessee** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **City** under this Agreement.

V. MILITARY EQUIPMENT (NON-OPERATIONAL)

Lessee may install and display non-operational military equipment at its own risk and expense, either inside or outside the building, as a means of increasing public awareness of the VFW Post 9126. Before any non-operational military equipment can be displayed outside of the building, the City Manager or their designee must approve of the proposed display. If installed outdoors, this non-operational equipment shall be secured with suitable anchors to the ground or concrete pad to discourage theft and protect against injury.

City shall have no responsibility or liability for, and **Lessee** assumes the entire risk of any loss of, damage to, destruction or disappearance of any of **Lessee's** property on the **Premises** or elsewhere in the building or on its grounds. **Lessee** understands that **City** does not and will not maintain any casualty or other insurance on **Lessee's** property or the property of **Lessee's** invitees and licensees. **Lessee** waives any right of subrogation on behalf of its insurance carrier for any loss of, damage to, destruction or disappearance of **Lessee's** property or the property of **Lessee's** invitees and licensees.

VI. INDEMNIFICATION

Lessee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the **City** and **Lessee** or its officers, employees, contractors, or representatives for any purpose.

As partial consideration for this Agreement, **Lessee** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **Lessee**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **Lessee** activities, or **Lessee's** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions, and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

Lessee shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

VII. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **City's** right to indemnification **Lessee**, and each of its contractors, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate. **Lessee** shall include the **City** as an Additional Insured on all required insurance policies. **Lessee** shall also require its contractors to list the **City** as an Additional Insured. **Lessee** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **Lessee** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating, and which are licensed and admitted to write insurance business in Oklahoma. Failure of **Lessee** or its contractors to obtain and maintain any required insurance does not relieve **Lessee** from any liability hereunder.

VIII. DEFAULT/TERMINATION

This Agreement shall be subject to termination upon the failure of the **Lessee** to keep, perform and observe all promises, covenants, conditions, and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **Lessee** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. 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 herein contained, 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 stopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by **Lessee**.

This Agreement is not a waiver of any permit or other legal requirements and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **Lessee** shall conform to and abide by all Federal, State, and local laws and regulations, including, but not limited to, all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with

respect to the subject matter of this Agreement.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

Signed this _____ day of _____, 2022.

VFW Post 9126

John Shimp, Post Commander

Andrea Melcher, Adjutant

City of Glenpool

Joyce G. Calvert, Mayor

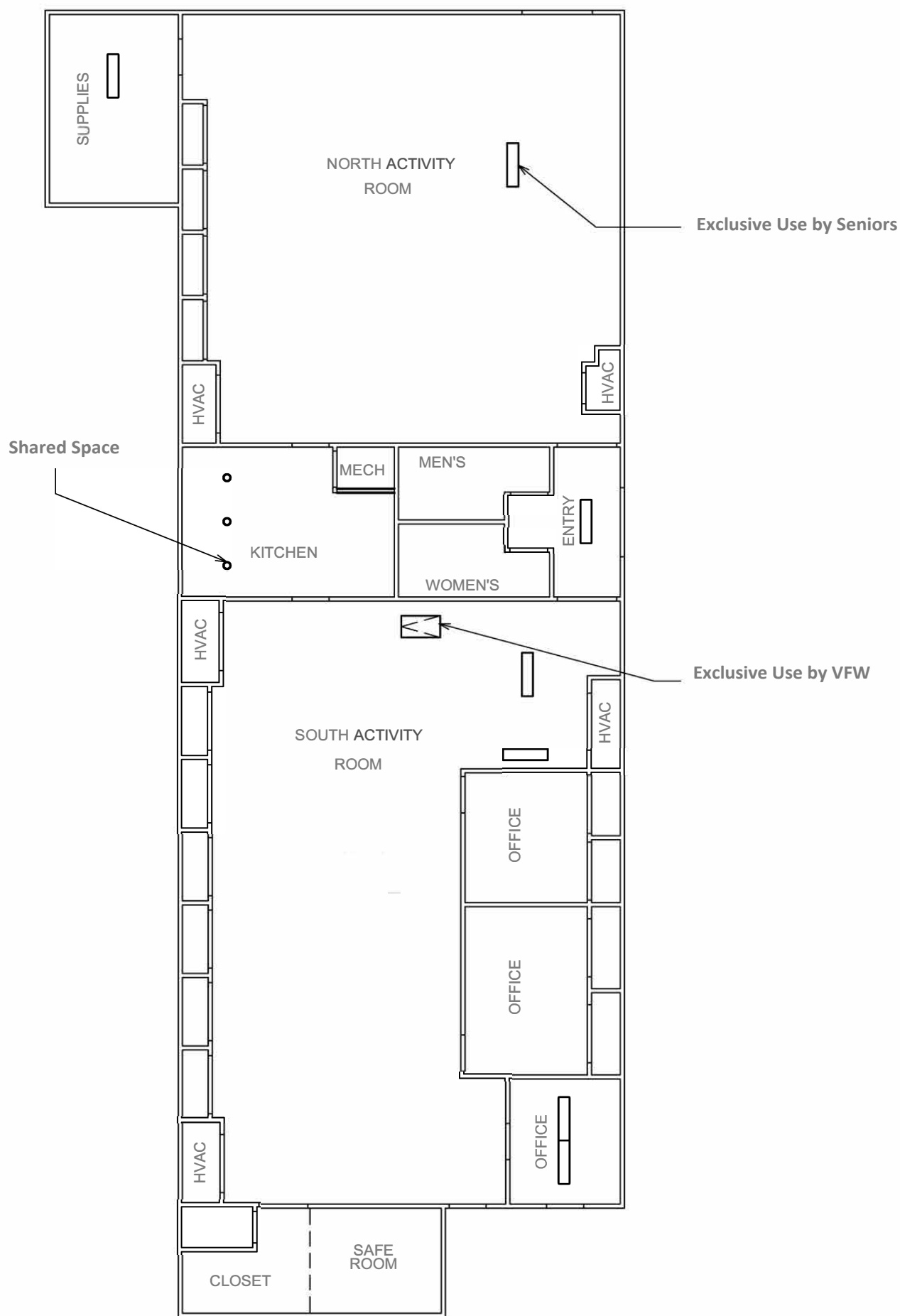
ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1 - VFW LEASE AGREEMENT



**BONNIE CHAPMAN
SENIOR CENTER**
46 W. 145th ST. GLENPOOL, OK



To: Mayor and Council

From: David Tillotson, City Manager

Date: March 28, 2022

Re: In-Car Computer Project for PD

Background:

The City Council authorized the police department to move forward with an in-car computer system in 2019 utilizing iPads and software through Tyler Technologies. Tyler had just released updates for their software that would allow it to work on the iPads and we believed this would be a better alternative for our officers. Unfortunately, Tyler has been unable to make the iPads work as promised in their demonstrations.

In February of this year, the Council authorized the switch to laptops for the in-car computer systems. We also reported at that time that we were negotiating with Tyler Technologies for a reduction in future costs because of these problems.

As a result of our negotiations, Tyler Technologies as agreed to reduce our maintenance and support fees by \$24,000 a year for the next five years, for a total reduction of \$120,000. Attached is the Amendment to our original Agreement with Tyler Technologies outlining the terms of this reduction.

Staff Recommendation:

Staff recommends approval of the Amendment with Tyler Technologies.

Attachments:

- Tyler Technology Amendment
- Original Tyler Technologies Quote/Contract

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 Wendy Knight

www.glenpoolonline.com



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Glenpool, Oklahoma ("Client").

WHEREAS, Tyler and the Client are parties to an agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Client's maintenance and support fees shall be reduced by \$24,000 a year for the next five (5) years, for a total reduction of \$120,000 over five (5) years. Subsequent maintenance and support fees shall be at Tyler's then-current rates.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Glenpool, OK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Sales Quotation For
 City of Glenpool
 140 W 141st St
 Glenpool, OK 74033-3555
 Phone: +1 (918) 322-5442

Quoted By: Sarah Koski
 Quote Expiration: 2/12/2020
 Quote Name: City of Glenpool - RMS, Mobile CAD, and Brazos
 Quote Number: 2019-91755-6
 Quote Description: RMS, Mobile CAD, and Brazos

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Citation Issuing Device Interface	\$4,000	0	\$0	\$0	\$4,000	\$1,000
Incode Public Safety Suite						
Brazos Technology Citation Interface	\$0	0	\$0	\$0	\$0	\$0
iPad Mobile Client (25)	\$48,125	24	\$2,400	\$0	\$50,525	\$12,031
Case Management	\$7,700	24	\$2,400	\$0	\$10,100	\$1,925
Personnel (Training, Evaluation, Certification)	\$3,300	24	\$2,400	\$0	\$5,700	\$825
Messaging/Message Board	\$0	2	\$200	\$0	\$200	\$0
Alarm Tracking/Permitting	\$1,100	4	\$400	\$0	\$1,500	\$275
Sex Offender Registration	\$1,375	4	\$400	\$0	\$1,775	\$344
Pet Registration	\$0	1	\$100	\$0	\$100	\$0
Mobile RMS Client (25)	\$0	4	\$400	\$0	\$400	\$0
One Search	\$0	0	\$0	\$0	\$0	\$0
Mobile Network Services	\$0	8	\$800	\$0	\$800	\$0
Brazos						
Device Level Interface for Incode Public Safety Mobile	\$0	0	\$0	\$0	\$0	\$0
Interface: Incode Public Safety Records Mgmt System	\$0	0	\$0	\$0	\$0	\$0
Interface: Tyler Incode Court Case Mgmt System	\$0	0	\$0	\$0	\$0	\$0
eCitation - Brazos Rapid Extension Framework - MDC or TABLET (25)	\$20,000	0	\$0	\$0	\$20,000	\$4,200
<i>Sub-Total:</i>	<i>\$85,600</i>		<i>\$9,500</i>	<i>\$0</i>	<i>\$95,100</i>	<i>\$20,600</i>
<i>Less Discount:</i>	<i>\$1,525</i>					
TOTAL:	\$84,075	95	\$9,500	\$0	\$93,575	\$20,600

Tyler Software and Related Services - Annual

Tyler Software and Related Services - Annual		One Time Fees		
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Public Safety Suite				

2019-91755-6 -RMS, Mobile CAD, and Brazos

CONFIDENTIAL

1 of 4

iPad Mobile Device Management Software (Min 5) (26)	0	\$0	\$0	\$1,248
Reporting Tool w/forms - 3 years included	0	\$0	\$0	\$10,500
CAD Web View	0	\$0	\$0	\$2,500
Brazos				
Brazos Hosting Fee	0	\$0	\$0	\$1,400
	<i>Sub-Total:</i>	\$0	\$0	\$15,648
	TOTAL:	0	\$0	\$15,648

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Reporting Tool w/ forms	16	\$0	\$0	\$0
Brazos Project Mgmt (plus per diem as needed if not remote)	1	\$2,000	\$2,000	\$0
Set Up & Config	1	\$14,500	\$14,500	\$0
Training	1	\$2,000	\$2,000	\$0
Device Level Interface: Set Up & Configuration	1	\$0	\$0	\$0
Incode Interface: Set Up & Configuration	1	\$0	\$0	\$0
IPS Interface: Set Up & Configuration	1	\$0	\$0	\$0
	TOTAL:		\$18,500	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
P1063406-042 / Zebra, ZQ500, Mounting Plate	25	\$17	\$0	\$425	\$0	\$0	\$0
AK17463-002 / Zebra, ZQ500, Ram Mount Kit	25	\$62	\$0	\$1,550	\$0	\$0	\$0
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	25	\$97	\$0	\$2,425	\$0	\$0	\$0
P1063406-030 / Zebra, ZQ520, Vehicle Charger-open ended	25	\$36	\$0	\$900	\$0	\$0	\$0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$107	\$0	\$107	\$0	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	25	\$611	\$0	\$15,275	\$0	\$0	\$0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	25	\$298	\$0	\$7,450	\$0	\$0	\$0
CBL-DC-388A1-01 / Zebra EVM, Power Supply	1	\$9	\$0	\$9	\$0	\$0	\$0
BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery	1	\$57	\$0	\$57	\$0	\$0	\$0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	1	\$34	\$0	\$34	\$0	\$0	\$0
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	1	\$505	\$0	\$505	\$0	\$0	\$0
TC700K-0MB22B0-US / Zebra EVM, TC70X, w/GMS	1	\$1,220	\$0	\$1,220	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	1	\$10	\$0	\$10	\$0	\$0	\$0
CRD-TC7X-SE2EPP-01 / Zebra EVM, Acc-HH, TC7X, 2 Bay Ethernet Cradle	1	\$209	\$0	\$209	\$0	\$0	\$0
2 Year SSL Security Certificate	1	\$200	\$0	\$200	\$0	\$0	\$0
Microsoft Windows Server 2019 - Remote Desktop CAL	25	\$125	\$0	\$3,125	\$0	\$0	\$0
	TOTAL:			\$33,501			\$0

Summary

Total Tyler Software
Total Tyler Annual
Total Tyler Services
Total Third Party Hardware, Software and Services
Summary Total
Contract Total (Excluding Estimated Travel)
Estimated Travel Expenses

One Time Fees

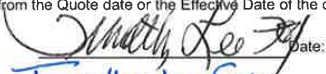
\$84,075
\$0
\$28,000
\$33,501
\$145,576
\$181,824
\$2,800

Recurring Fees

\$20,600
\$15,648
\$0
\$0
\$36,248

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval:


Print Name: Timothy Lee Fox

Date:

10/21/2019
P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- *One license of the Property Room Inventory to be installed on the TC70 included on this proposal.

* Reporting tool is a 3 year licenses and will be renewed at the end of the 3 years.

Assumptions:

All Maintenance is to be waived for the first year.

- Mobile Device Management Software requires purchase of license annually.