



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on June 15, 2020, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Brent McClure, Woodlake Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Report 06 15 20	3 - 8
F) Treasurers Report – John Gonsalves, Finance Director	
1) MAY 2020 Treasurers Report	9 - 25
G) City Manager Report – David Tillotson, City Manager	
1) CM Report.06152020	26 - 27
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Council Comments	
J) Public Comments	
K) Scheduled Business	
1) Discussion and possible action to approve minutes from June 1, 2020 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 01 Jun 2020 - Minutes - Html	28 - 46
2) Discussion and possible action to adopt Joint Resolution No. 2020007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Dated As Of September 1, 2019. (John Gonsalves, Finance Director) Staff Memo re Renewal of 2019 Security Agreement 060120 2020 RESOLUTION for Renewal of 2019 Security Agreement	47 - 49
3) Discussion and possible action to renew annual certificate and order to County Clerk and County Treasurer verifying that there is a current surety bond in place to allow the	50 - 53

transfer of funds from the County Treasurer to the City of Glenpool.
(John Gonsalves, Treasurer)

[Final - CITY certificate and Order](#)

- 4) Discussion and possible action to approve the Agreement for FY20-21 with Retail Attractions LLC for economic development consultation. 54 - 60
(David Tillotson, City Manager)
[Staff Report - Retail Attractions Agreement](#)
[Retail Attractions LLC-FYE21.06082020draft](#)
- 5) Discussion and possible action to approve the Agreement for FY20-21 with Crossroads Communications, LLC for public relations and economic development consultation. 61 - 69
(David Tillotson, City Manager)
[Staff Report - Crossroads Agreement](#)
[Crossroads Communications Agreement.06102020](#)
- 6) Discussion and possible action to approve the quote for computers from SpringPoint in the amount of \$21,890.56. 70 - 71
(David Tillotson, City Manager)
[Staff Report - Computer Purchase](#)
- 7) Discussion and possible action to approve the annual Administrative Operations Agreement between the City of Glenpool and the Glenpool Area Emergency Medical Services District. 72 - 78
(Susan White, Assistant City Manager)
[Staff Memo for FY 21 Op Agreement](#)
[Oper-Admin Agreement Final](#)
- 8) Discussion and possible action to approve the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices. 79 - 80
(Susan White, Assistant City Manager)
[Yarbrough Custodial Services - Amended 2021](#)
- 9) Discussion and possible action to enter into Executive Session for the purpose discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
(Susan White, Assistant City Manager)
- 10) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 11) Discussion and possible action to approve the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY20-21.
(Susan White, Assistant City Manager)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 12, 2020, by 4:00 pm.

Signed: Wendy Knight

City Clerk



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: June 15, 2020

This report summarizes development improvement related activities within the City of Glenpool, documenting: (1) major public and private projects in the design process; (2) approved projects under construction, (3) current Planning Department items being processed; (4) Building and Field Inspection Department activities, and; (5) Code Enforcement Department cases within the City of Glenpool:

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS

A. WARRIOR ROAD REHABILITATION PROJECT: PHASE II

- The second phase of this overall street rehabilitation project was awarded to Dunham's Asphalt Services, Inc at the May 4th Council meeting and the Contract Agreement signed on May 5th by the City Manager. A formal Notice to Proceed was issued to the Contractor on May 7th, a Pre-Construction meeting was held May 8th, and the actual construction on the project started May 11th. The construction contract has a 75 calendar-day duration from Notice to Proceed thru Final Completion. Barring inclement weather, this work schedule will accommodate a full completion several weeks prior to the August 15th start date for the 2020/2021 school year. However, currently there has been seven (7) official Weather Days that will need to be added to the 75 day completion duration.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

A. ELM POINTE II RESIDENTIAL ADDITION: 141ST STREET AND MADISON AVENUE

- The approved final subdivision plat was recorded in December.
- Currently, there are fourteen (14) active residential building permits within this addition.

B. BROOKOVER CORNER I & II: COMMERCIAL ADDITION - 151ST STREET & BROADWAY AVENUE

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and has been developed and completed under the terms and conditions specified in the TIF District Agreement approved for this project.
- Casey's General Store project is fully complete and is in operation as the first to do so inside this development.
- A Sherwin/Williams Paint Store outlet facility is under construction currently with a predicted completion date in August.

C. GLEN HILLS: BLOCKS 7 THRU 11 (PHASE I): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE

- Currently, there are a total of twenty four (24) residences under construction in this addition in various stages of completion.
- There are eleven (11) homes fully complete and occupied in the Addition currently.

D. THE PINES: RESIDENTIAL ADDITION – 141ST STREET & IRONWOOD AVENUE

- Currently, there are eight (8) residences under construction in this addition in various stages of completion.

E. SCISSORTAIL RESIDENTIAL ADDITION: 151ST STREET & POPLAR STREET

- Site development improvement construction on the Phase I portion of the project started in July, 2019 and is anticipated to be complete in August, 2020

F. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- The site grading and utility service construction started in July, 2019 and is projected to be complete in July, 2020.
- Construction on all seven (7) individual buildings started in October, 2019 and will continue through July, 2020.

G. ASHTON/GRAY RETAIL CENTER:

- This Commercial Development project is located at the southwest corner of the 121st Street and Yukon Avenue consisting of a multi-tenant building structure supported by various on-site parking lot and access drive improvements.
- The building permit for this project was issued in August, 2019 and the Developer is estimating project completion in June, 2020

H. CHICK - FIL - A:

- This Commercial Project in Southwest Crossroads Addition was approved for construction and a Building Permit issued on March 1st, 2020.
- The construction duration was originally estimated to be 150 calendar days yielding an approximate completion date of August 1st.

I. MAMMOTH LUXURY GARAGE CONDOMINIUMS:

- This project is located at the northeast corner of 166th Street and Broadway Avenue on a tract of land being a part of Lot 1, Block 2, South 75 Business Park: Phase III.
- The project consists of the construction of three individual condominium type building structures having a total of 35 individual units for the indoor storage of RV type vehicles having integrated living units.
- Currently, the site plan for the project as well as the supporting construction documents for the site improvements have been approved for construction.
- Site grading and erosion control for this project are currently under construction awaiting building permit submittal and processing for the actual building structures.

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- i. **GZ 276:** application to rezone a 6.83-acre site from CG (commercial general) to RM-2 (multi-family medium density). The site is a part of Lot 3, Block 3 of the Montapp Addition, located just south of W. 121st Street S. (OK SH 117) and 0.50 miles west of US Hwy. 75. Jeff Hilst for Grandview Heights Apartments - applicant | Montapp Development, LLC - owner

- 05/11/2020 Planning Commission recommended approval

B. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

- **PRELIMINARY SUBDIVISION PLAT, GLENPOOL TOWNE CENTER**
Application for Preliminary Plat, Glenpool Town Center a 37.57-acre six (6) lot development generally located north of 156th Street South just west of US Hwy. 75 on lands currently zoned CS (commercial shopping) and CG (commercial general). SMC, Muhammad Khan: applicant. Glenpool Industrial Trust Authority: owner
 - 04/13/2020 Preliminary Plat to Planning Commission
 - 05/11/2020 Preliminary Plat approved
- **GLEN HILLS BLOCKS 7-11 - K & S DEVELOPMENT INC.**
A residential development located west of northwest corner of 141st Street and Peoria Avenue containing 20.04 acres (Phase II). The proposed subdivision contains 79

single family residential lots with development standards established and previously approved as part of PUD No. 34.

- 9/28/18 TAC
- 10/8/18 PC Preliminary Plat Approved
- TBD | Final Plat application: Pending

- **PRELIMINARY AND FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 3: SUMMIT PROPERTIES, INC.**

A new application was received for both a preliminary and final subdivision plat review and approval for Scissortail Addition, Blocks 1 thru 3, PUD 39, Amendment No. 1, containing 88 single family lots on property zoned PUD 39, Amendment No. 1. The site is generally located north of 151st Street South one quarter mile east of South Elwood Avenue

- 03/09/2020 Final Plat application tabled by the Planning Commission, applicant to address staff comments.
- 05/11/2020 Preliminary and Final Plat application for the Scissortail, Blocks 1-3 project was approved by the Planning Commission

- **PRELIMINARY PLAT: THE LAKES AT TWIN MOUNDS**

The Lakes at Twin Mounds consists of approximately 94-acres zoned RS-3 (Residential Single Family - high density) and is located west of US Hwy. 75 - immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).

- 10/14/2019 Planning Commission recommended approval

C. SITE PLAN APPLICATIONS PENDING REVIEW:

- **SITE PLAN, BRAUM'S:** application for 6,092 square foot commercial building (restaurant w/ drive-thru) on a part of Lot 1 Block 2 of Brookover Corner 1, at northwest corner of E. 150th Place and S. Broadway Street on a CG (commercial general) zoned tract. Applicant: Justin Morgan of Tanner Consulting.

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: MAY, 2020

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR DEVELOPMENT AND/OR BUILDING CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Elm Pointe II Residential Addition
- The Pines Residential Addition
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue

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

*Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight*

www.glenpoolonline.com

- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue
- South 75 Business Park: Phase III – Commercial Projects
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in May, 2020	1
New Commercial Permits Issued in May, 2020	0
Current Active Residential Permits	48
Current Active Commercial Permits	18
2019 Residential Permits thru May	6
2020 Residential Permits Issued Thru May	34
2019 Commercial Permits Issued Thru May	2
2020 Commercial Permits Issued Thru May	2

B. CODE ENFORCEMENT DEPARTMENT: MAY, 2020

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances and Misc. Code Violations:

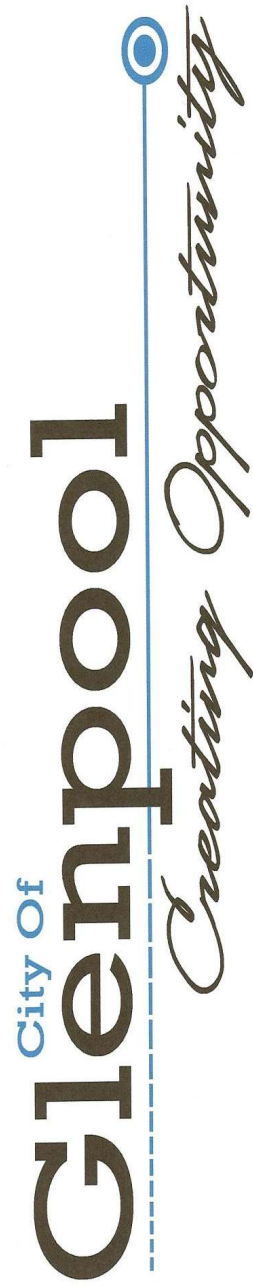
- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs
-

DEPARTMENT ACTIVITY FOR THE MONTH: MAY, 2020

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	484
Open public nuisance cases thru April	26

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Code Enforcement Cases: May	
High grass:	26
Fire damaged structures:	-0-
Illegally parked vehicles:	17
Nuisance abatements (contractor):	1
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	36
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	12
Dilapidated structure/property notices:	2
Trash can/receptacle placement notices:	16
Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	3
Assessment Letters Issued in May	1
Total Assessment Letters Issued in 2020	13



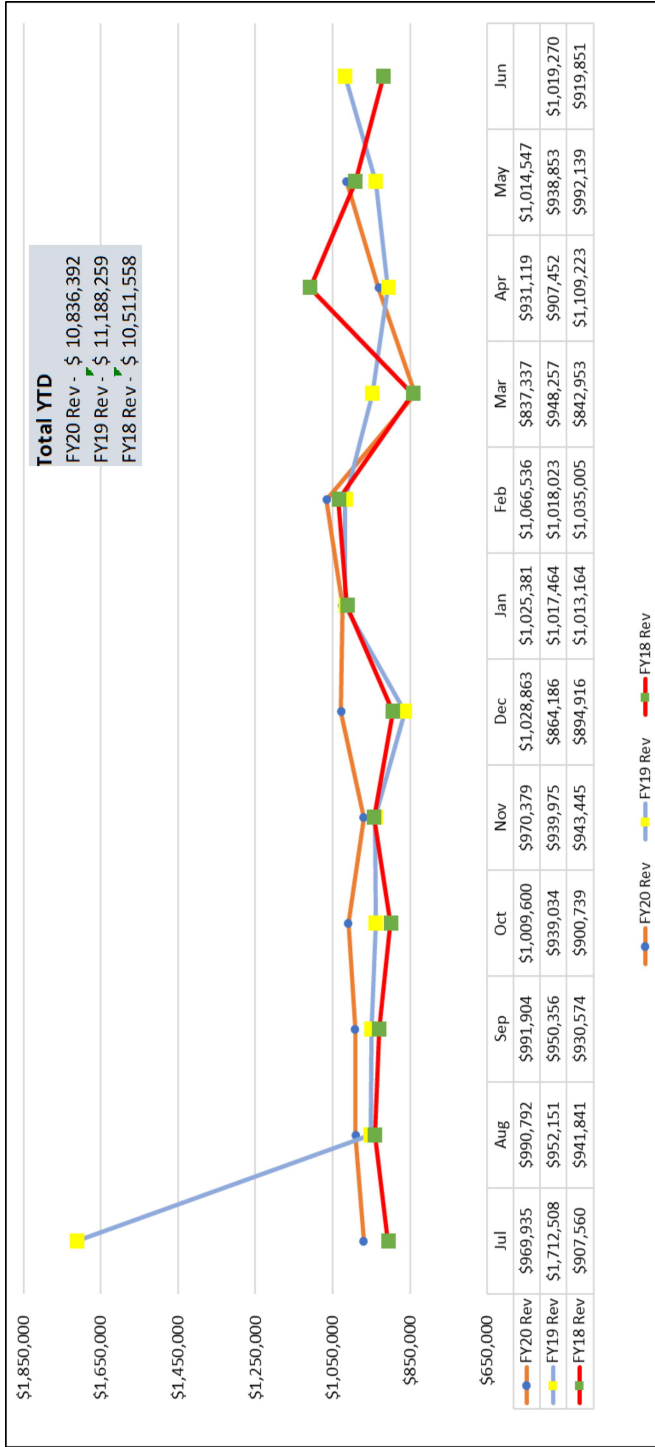
Treasurer's Report MAY 31ST, 2020

	REVENUES AS OF 5/31/2020			EXPENDITURES AS OF 5/31/2020		
	FY19-20 BUDGET	FY19-20 ACTUAL YTD	Target 91.67%	FY19-20 BUDGET	FY19-20 ACTUAL	Target 91.67%
FUND						\$
GENERAL FUND	\$12,442,314	\$10,838,056	87%	\$12,442,314	\$10,822,841	87% \$ 15,215
GUSA	\$ 9,152,383	\$ 8,246,192	90%	\$ 9,152,383	\$ 6,730,027	74% \$ 1,516,164
PARKS & RECREATION	\$ 7,596	\$ 13,792	182%	\$ 7,596	\$ -	0% \$ 13,792
HOTEL MOTEL TAX	\$ 206,666	\$ 172,752	84%	\$ 206,666	\$ 136,803	66% \$ 35,949
GIA	\$ 515,360	\$ 453,297	88%	\$ 515,360	\$ 460,680	89% \$ (7,383)
STREETS & INFRASTRUCTURE	\$ 1,646,371	\$ 1,118,743	68%	\$ 1,646,371	\$ 555,372	34% \$ 563,372
PUBLIC SAFETY CAPITAL	\$ 884,106	\$ 643,730	73%	\$ 884,106	\$ 642,483	73% \$ 1,247
PUBLIC SAFETY PERSONNEL	\$ 1,279,403	\$ 1,056,522	83%	\$ 1,279,403	\$ 1,067,864	83% \$ (11,342)
TOTAL	\$26,134,199	\$22,543,083		\$26,134,199	\$20,416,069	\$ 2,127,014

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF MAY 2020, 11TH
MONTH IN FISCAL
YEAR 2019-2020 OR
91.67% COMPLETED
AS OF MAY 31ST,
2020

*WITHOUT BOND
REFINANCING
REVENUE

City of Glenpool General Fund Revenues as of MAY 31ST, 2020 -3.1% DECREASE COMPARED TO PREVIOUS YTD

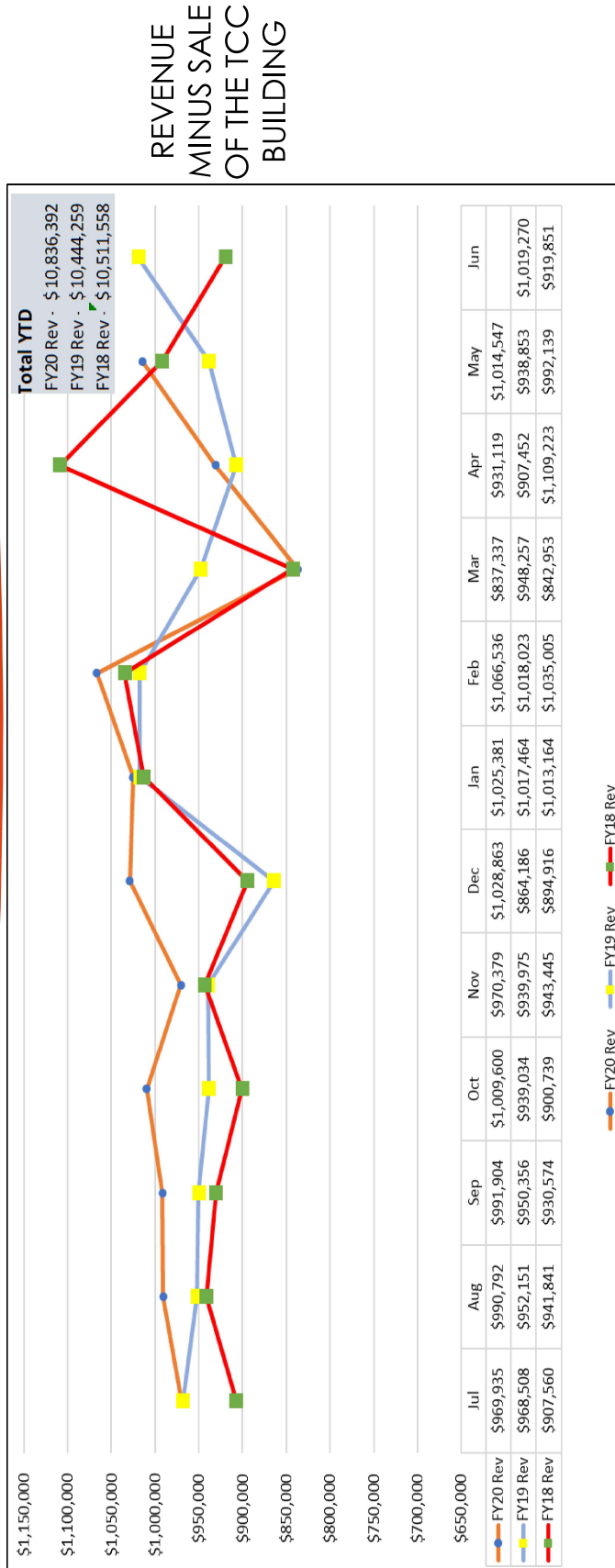


In 2018-2019 the TCC building was sold which accounted for the significant increase in revenue for the month of July in the previous year.

City of Glenpool General Fund Revenues

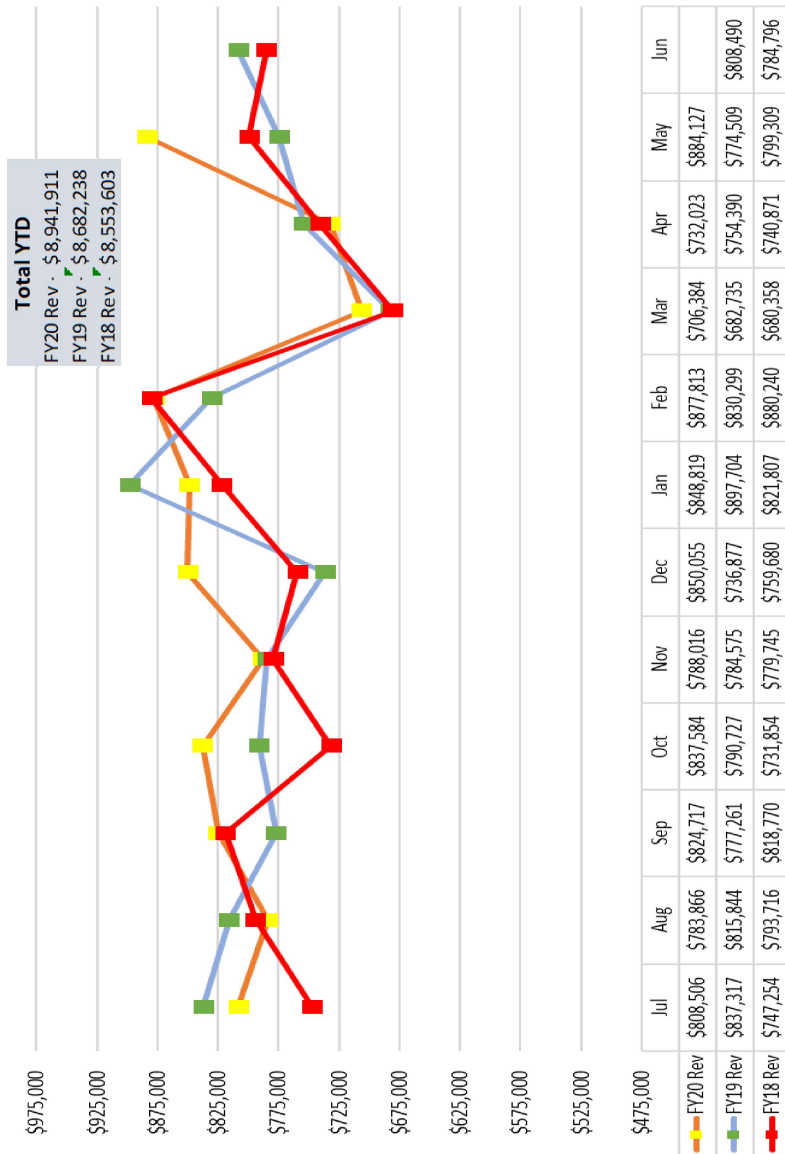
as of MAY 31ST, 2020

3.8% INCREASE COMPARED TO PREVIOUS YTD IF THE SALE OF THE TCC BUILDING IS REMOVED

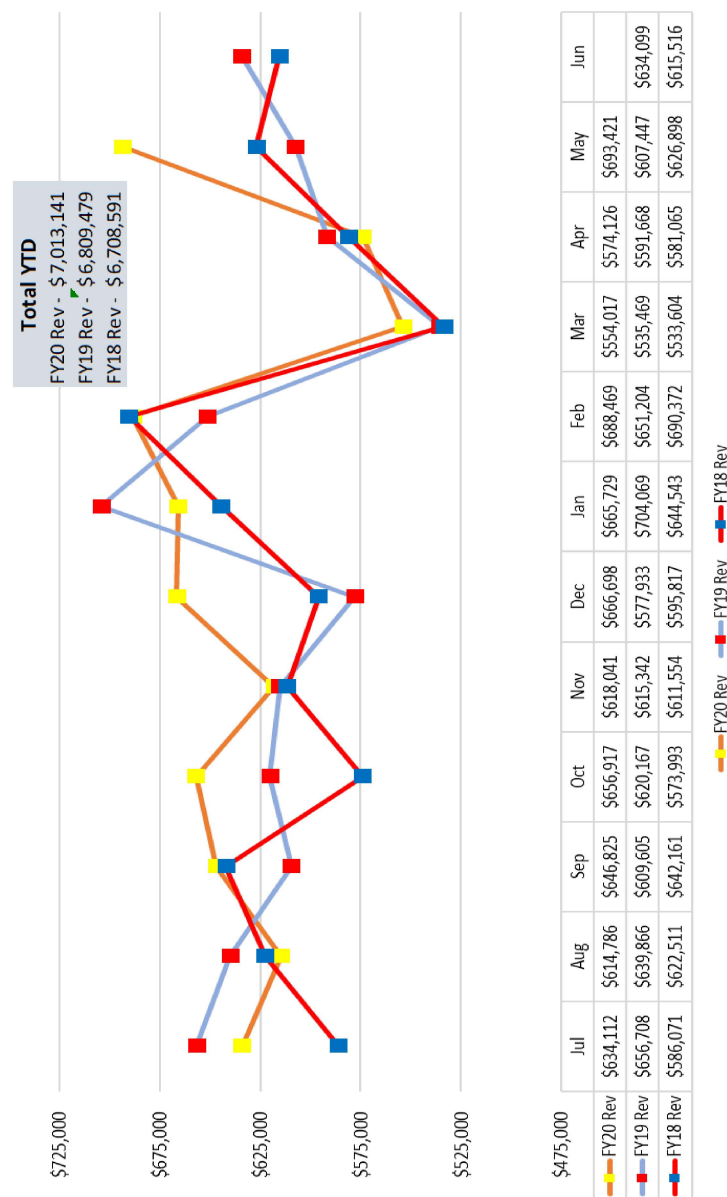


City of Glenpool Sales Tax Revenues - All Funds as of MAY 31ST, 2020

- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
 - ▲ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
 - ▲ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017
- 3% INCREASE COMPARED TO PREVIOUS YTD

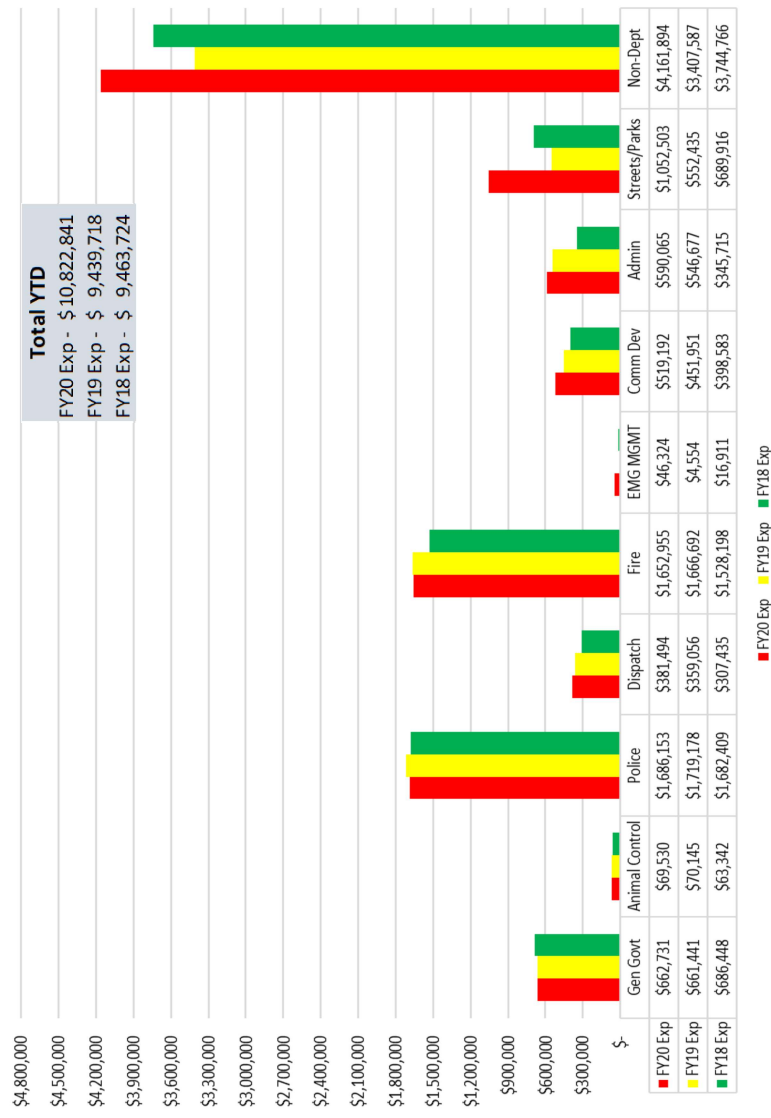


City of Glenpool Sales Tax Revenues - General Fund as of MAY 31ST, 2020 3% INCREASE COMPARED TO PREVIOUS YTD



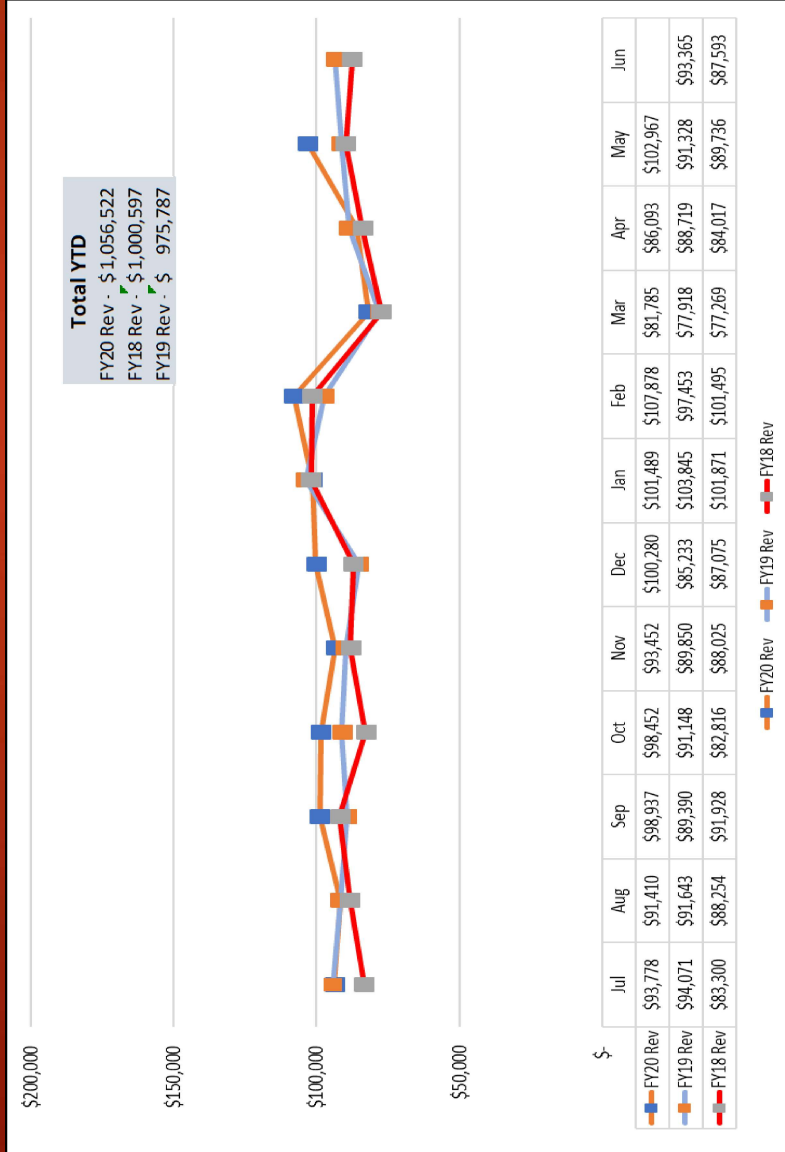
City of Glenpool General Fund Expenditures as of MAY 31ST, 2020

- ▲ General Government includes City Clerk, Finance, and Organizational Expenses
- ▲ Police includes Police, Animal Control and Dispatch
- ▲ Community Services includes Planning, Inspections and Code Enforcement
- ▲ Administration includes City Manager, City Attorney and Human Resources
- ▲ Non-Departmental includes transfers to other funds



Public Safety Personnel Fund Revenues as of MAY 31ST, 2020

- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August of, 2016)
- ▲ 6% INCREASE COMPARED TO PREVIOUS YTD



Public Safety Personnel Fund Expenditures as of MAY 31ST, 2020

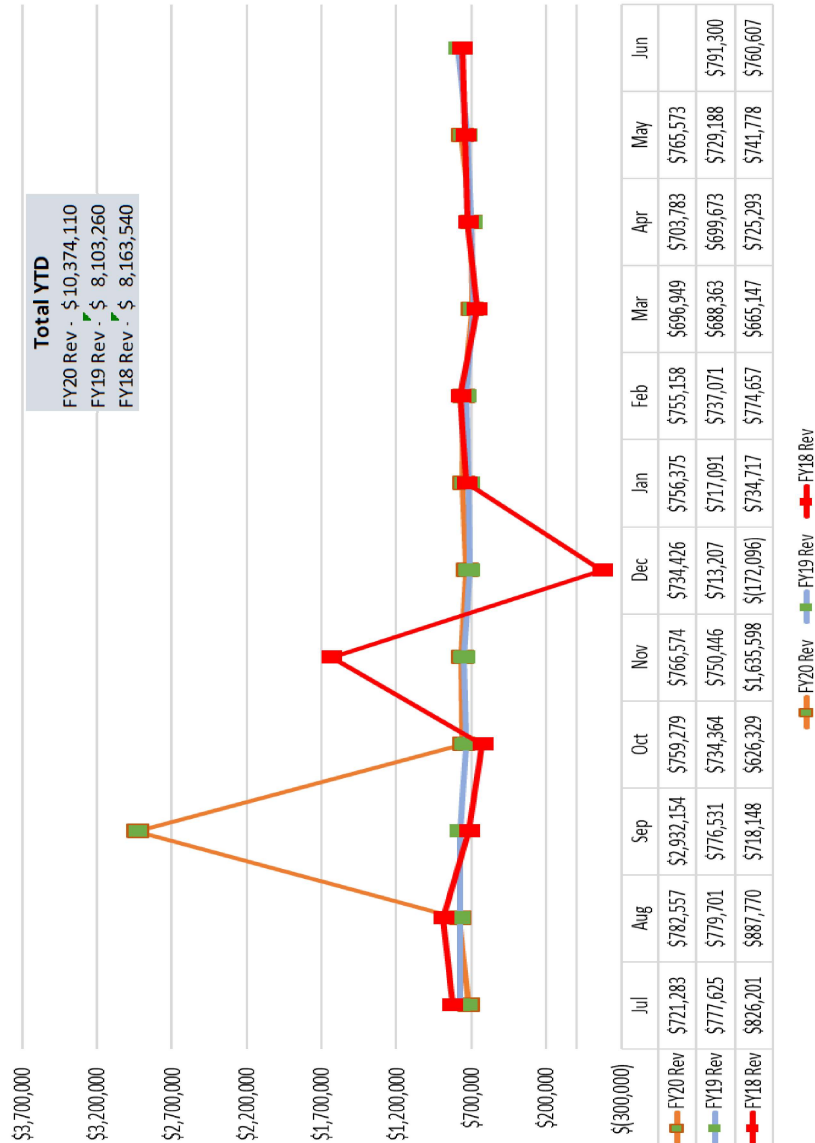
- ▶ Police includes seven officers - personal services and operating expenses
- ▶ Fire includes nine firefighters - personal services and operating expenses



Glenpool Utility Services Authority Revenues as of MAY 31ST, 2020

28% INCREASE
COMPARED TO
PREVIOUS YTD

* INCREASE IN SEPTEMBER IS DUE
TO REVENUE RECEIVED FROM
REFINANCING THE 2010A,B AND
2011 BONDS



Glenpool Utility Services Authority Revenues as of MAY 31ST, 2020

1.8% INCREASE
COMPARED TO
PREVIOUS YTD

*WITHOUT THE REVENUE RECEIVED
FROM REFINANCING THE 2010A,B
AND 2011 BONDS



Glenpool Utility Services Authority Expenses as of MAY 31ST, 2020

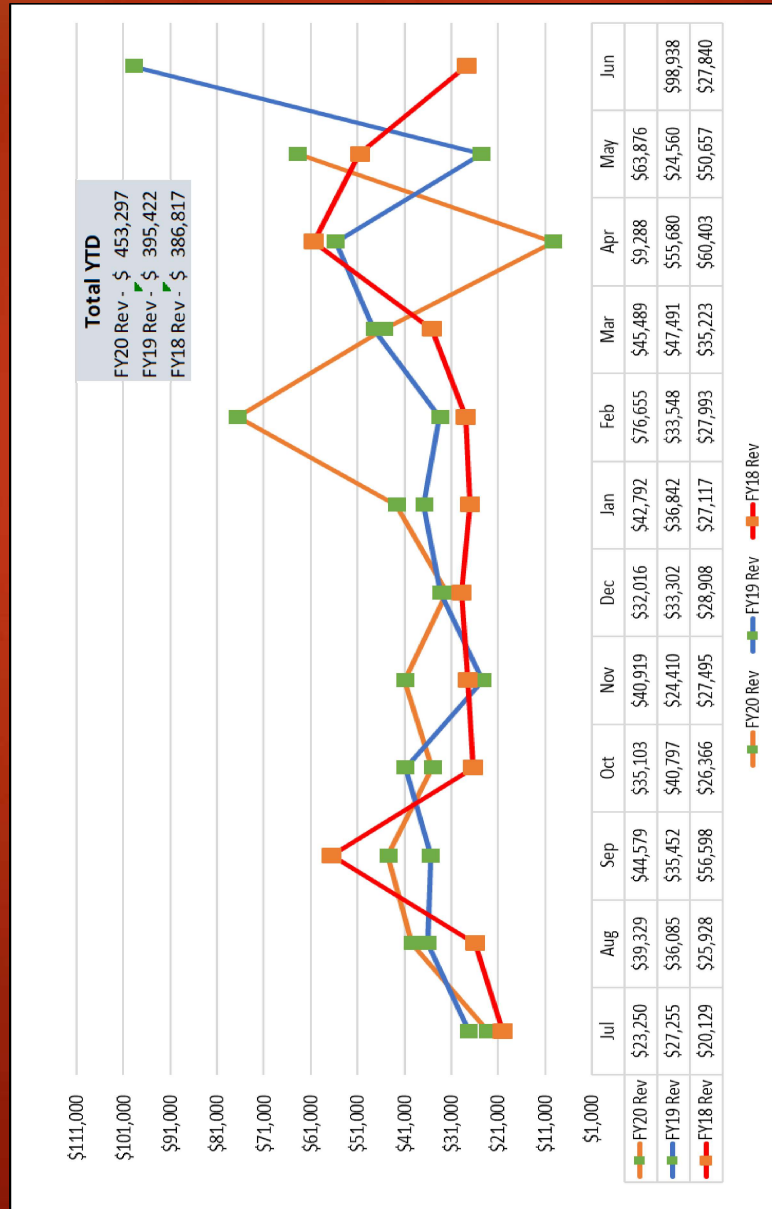


Glenpool Industrial Authority

Revenues as of MAY 31ST, 2020

15% INCREASE
COMPARED TO PREVIOUS
YTD

*FEB Increase due to TIF
District

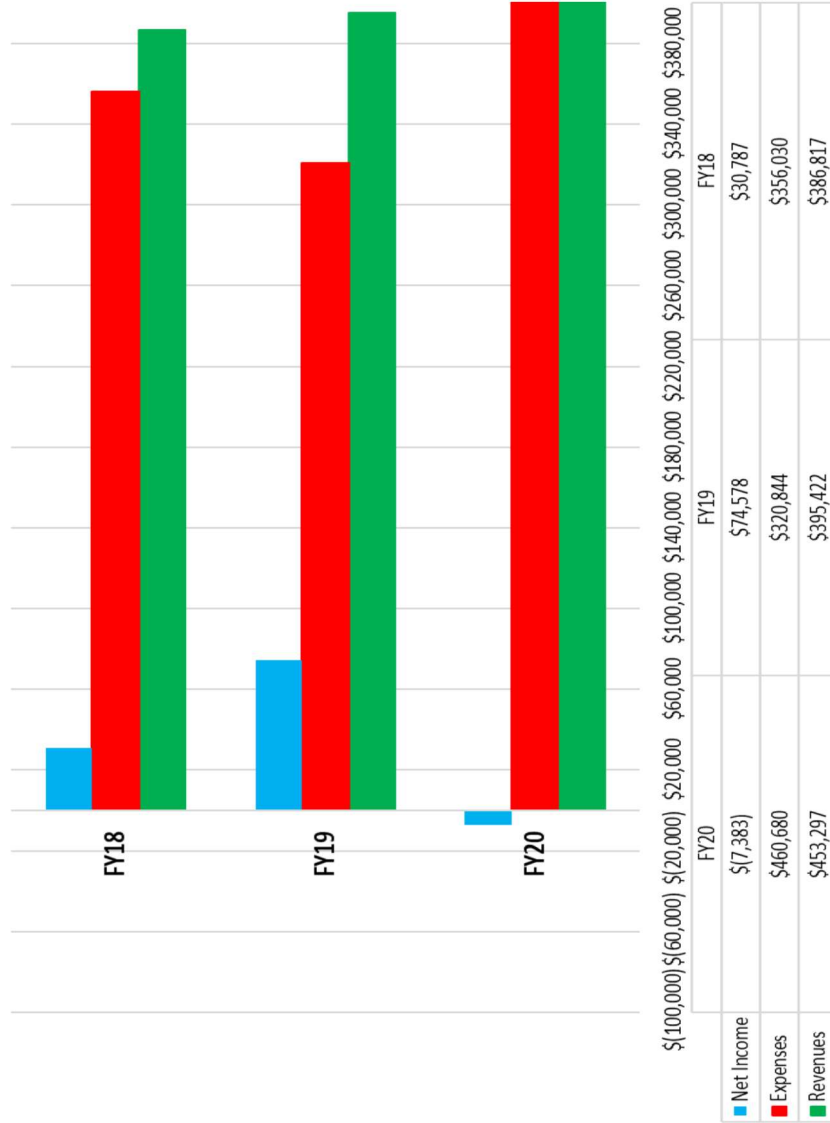


Glenpool Industrial Authority Expenses as of MAY 31ST, 2020



Glenpool Industrial Authority Net Income as of MAY 31ST, 2020

Negative net income due to COVID-19



Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 952,160	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	C	30,000	-	30,000	30,000	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow	C	150,000	-	150,000	131,667	
Storm Water Imp. Eden South	NS	500,000	-	500,000	-	
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-	
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-	
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-	
Kendalwood Park Rehab	NS	200,000	-	200,000	-	
Lift station Rehab Project - Oak Street	C	132,500	-	132,500	111,827	
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-	
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-	
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-	
Lane Impr. Warrior Road	C	750,000	-	750,000	589,788	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 2,692,726	

Proposition 2 (0.26%) 51						
	C	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079	
Public Safety Radio System						
Police Vehicles	IP	3,000,000	-	3,000,000	451,483	
PD Mobile Computer System	IP	208,000	32,565	240,565	102,034	
Firing Range/Training Center	NS	100,000	-	100,000	-	
PD Capital Improvements	NS	1,100,000	-	1,100,000	-	
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	797,482	
Firefighter Air packs	C	250,000	-	250,000	250,000	
		\$ 10,548,000	\$ 67,644	\$ 10,615,644	\$ 2,886,077	
Total Props 1 and 2		\$ 22,220,837	\$ 94,928	\$ 22,315,765	\$ 5,578,803	
Proposition 3 (0.55%) 52						
Hire 7 additional Firefighters	C					
Hire 5 additional Police Officers	C					
Two additional Firefighter was hired due to additional fund revenue.						
Two additional Police was hired due to additional fund revenue						
NS= Project not yet started, IP= Project in progress, C= Project is complete						



To: Mayor and Council

From: David Tillotson

Date: June 11, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

Penalties for the GUSA Utility Bills were applied this month for the first time since we suspended cutoffs during the response to the pandemic. We have announced to our customers that service suspensions will also be resuming this month. As of today, GUSA is owed \$37,654.28 in past due bills from April and back, with another \$96,877.07 in bills from May that just became past due. This represents approximately 950 of our 4,500 customers that are subject to having their water service suspended at the end of June.

To help alleviate some of the burden of getting these bills caught up, we have implemented a COVID Grace Period Program that will allow those with past due bills who apply for the program to have until September 25th to catch their accounts up. To be eligible for the program customers must apply before close of business on June 26th and make a minimum payment of \$100 towards their account each month. If they miss a payment deadline at any time during the program, they will be responsible for the full amount of their past due billing plus penalties to get their water service restored. I want Board members to understand that the minimum payment of \$100 may not be enough for all customers to pay off their past due balances by the September deadline. As such, we are encouraging customers to pay than the minimum whenever possible. There are no plans to extend the program beyond the current deadline.

DEQ Consent Decree

The Oklahoma DEQ Consent Decree we have discussed with you will be on the GUSA agenda for consideration. This Consent Decree includes the language we have discussed previously. It allows the City to mitigate all potential fines by agreeing to complete stormwater projects at both Kendalwood and Morris Parks.

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

Upcoming Events

- OBI Blood Drive – June 16th from 12-8pm
- GHS Prom – June 23rd
- GHS SOS – July 30th

MINUTES
Regular
Monday, June 1, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT:

Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund
Brandon Kearns

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin
Paul Newton
James McHendry
Rob Werley

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:05 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
Councilor Lund arrived in Council Chambers at 6:06 p.m.
- C) Invocation – Aaron Hunter, Collective Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – David Tillotson, City Manager**
- 16 applicants for the 2 open Police Officer positions took the physical

- agility and written tests this past weekend.
- Sergeant promotion testing also took place last week.
- The Glenpool city wide garage sale will take place June 13, 2020.

[CM Report.06012020](#)
[COVID Charts.05272020](#)

F) Mayor Report – Timothy Lee Fox, Mayor

- Saturday morning, good friend and former Mayor Earl Henry passed away. His service will be Friday at 4:00 p.m., at Bixby Funeral Service.

G) Council Comments

Councilor Calvert inquired about the years of service as Mayor for Mr. Henry. **Vice-Mayor** said Mr. Henry will be greatly missed. He was a regular fixture at City Council meetings.

H) Public Comments

There were no public comments.

I) Scheduled Business

- 1) Discussion and possible action to approve minutes from May 4, 2020, and May 18, 2020 meetings.
(Wendy Knight, City Clerk)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the May 4, 2020 minutes as presented.

Vice-Mayor Ceesay abstained from May 18, 2020 minutes approval.

Councilor Calvert abstained from May 18, 2020 minutes approval.

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

CARRIED.

[City Council Regular Meeting - 04 May 2020 - Minutes - Html](#)
[Special City Council Meeting - 18 May 2020 - Minutes - Html](#)

- 2) Presentation of annual Chamber of Commerce Report. No action will be taken.
(Sydney Bland, Glenpool Chamber of Commerce Executive Director)

Ms. Bland gave a summary report of 2019/2020 4th year accomplishments. No action was taken.

[2020 accomplishments City Council cover letter](#)
[2019/2020 \(fourth\) year accomplishments for City Council](#)

- 3) **GZ 276**: a request to change zoning on 6.83-acres by instrument of **Ordinance No. 774**. subject site is a part of **Lot 3 Block 3** of the **Montapp Addition**, located just south of W. 121st Street S. (OK SH 117) and 0.50 miles west of US Hwy. 75, from CG (commercial general) to RM-2 (multi-family medium density); Jeff Hilst for Grandview Heights Apartments - applicant | Montapp Development, LLC - owner (James McHendry, City Planner)
- a. Public Hearing on GZ 276 a re-zone application.
 - b. Discussion and possible action to approve **Ordinance No. 774**, an Ordinance amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CG (Commercial General) to RM-2 (Residential Multi-Family Medium Density) as recommended by the Planning Commission under application **GZ-276**; and repealing all Ordinances or parts of Ordinances in conflict herewith.

City Attorney, Lowell Peterson, advised Council that he had received a letter today from **Attorney Mary Huckabee** in which she provided several objections to this item. **Mr. Peterson** pointed out that when Phase I of *Grandview Heights Apartments* went in, there was a lawsuit that was appealed to the District Court. In settling that lawsuit, the City entered into a Settlement Agreement. Section 4 of that Agreement states that the Longhorn Estates Association has waived any objection they would have to any future development in *Montapp Addition*. **Mr. Peterson** has not had an opportunity to discuss the Agreement with **Attorney Huckabee**. **Mr. Peterson** suggested that any presentation made on behalf of the homeowners association be made subject to a reservation of right that the City is not waiving the ability to object to any

presentation they may make now or in a future setting. **Mr. Peterson** presented a copy of the Settlement Agreement to **Attorney Huckabee** and Council. **Attorney Huckabee** provided Council and City Clerk with a copy of her letter for the record.

- Mayor Fox opened the Public Hearing at 6:22 p.m.
- Mr. McHendry presented and recommended Council approval of **GZ 276**: a request to change zoning on 6.83-acres by instrument of **Ordinance No. 774**. subject site is a part of **Lot 3 Block 3** of the **MontappAddition**, located just south of W. 121st Street S. (OK SH 117) and 0.50 miles west of US Hwy. 75, from CG (Commercial General) to RM-2 (Multi-Family Medium Density).
- Mr. Peterson provided copies of the Zoning Code regarding Specific Use Permit and maps to Council, City Clerk, and anyone that would like a copy.
- Jeff Hilst, owner/applicant, spoke in favor of this item stating he wants to expand his development to build 3 bedroom apartments.
- Ken Claxton, 12592 Longhorn Court, spoke in opposition of this item.
- Erin Redfearn, 12425 Longhorn Ave, deferred speaking.
- Mary Huckabee, Attorney, stated this was the first time she has seen the Settlement Agreement, and would like the Council to table this item to give her a chance to review the Agreement. It would also give the homeowners the opportunity to sign up to speak individually rather than be represented by the homeowners association, so as to not be in breach of the Agreement.
- Mr. Peterson commented that we have agreed to waive any objection to the presentaion that Longhorn wishes to make tonight - this Agreement will present no impediment to whatever they had planned to present tonight - he is raising it only as an objection to any future presentation.
- Mr. Tillotson stated that this is a Public Hearing, and that anyone that wishes to speak individually may do so without signing a request to speak form prior to the meeting.
- Kathy Whisner, 12502 Kathy Lane, spoke in opposition of this item.
- Larry Rader, 12502 Longhorn Ave, spoke in opposition of this item.
- Mayor Fox closed the Public Hearing at 7:05 p.m.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve Ordinance No. 774, an Ordinance amending Ordinance No. 746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CG (Commercial General) to RM-2 (Residential Multi-Family Medium

Density) as recommended by the Planning Commission under application GZ-276; and repealing all Ordinances or parts of Ordinances in conflict herewith.

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

CARRIED.

[Ordinance No. 774 - GZ 276](#)

- 4) Discussion and possible action on an application for Final Plat, **PUD 39**, Minor Amendment No. 1, **Scissortail Blocks 1-3**: a 26.97-acre residential development, generally located north of E. 151st Street South and a quarter mile east of S. Elwood Avenue on lands zoned **PUD 39**, Minor Amendment No. 1. Engineered by Design, PLLC, Ryan McCarty – applicant | Summit Properties Land Development 2019 LLC (James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval an application for Final Plat, PUD 39, Minor Amendment No. 1, Scissortail Blocks 1-3: a 26.97-acre residential development, generally located north of E. 151st Street South and a quarter mile east of S. Elwood Avenue on lands zoned PUD 39, Minor Amendment No. 1.

- Heath Hardcastle, Attorney, spoke on behalf of applicant Ryan McCarty. A plat has been presented that complies with both PUD-39, and the underlining RS-3 zoning, and they are willing to accept the conditions recommended by staff.
- Mary Huckabee, Attorney, spoke in opposition of this item. Her clients continue to object to the development of this property pursuant to PUD-39 which was not validly approved by the City of Glenpool.

Moved by Tim Fox, seconded by Momodou Ceesay

To approval a Final Plat, PUD 39, Minor Amendment No. 1, Scissortail

Blocks 1-3: a 26.97-acre residential development, generally located north of E. 151st Street South and a quarter mile east of S. Elwood Avenue on lands zoned PUD 39, Minor Amendment No. 1.

- **Mr. Peterson** stated for the public and the record, that **Mr. Hardcastle** asked what the content of the motion was when he approached the bench after the vote - and **Mr. Peterson** told him that the motion was to approve the Final plat.

	For	Against	Abstained	Absent
Tim Fox			x	
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns			x	
	3	0	2	0

CARRIED.

Scissortail final plat

- 5) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2020-2021 Annual Budget.
 - a. Open Public Hearing - Timothy Fox, Mayor
 - b. Presentation of Proposed Budget - David Tillotson, City Manager
 - c. Facilitate Public Comments - David Tillotson, City Manager
 - d. Close Public Hearing - Timothy Fox, Mayor

A Public Hearing was held on the proposed FY 2020-2021 Annual Budget.

- Mayor Fox opened the Public Hearing at 7:32 p.m.
- Mr. Tillotson presented the proposed FY 2020-2021 Annual Budget.
- There were no public comments.
- Mayor Fox closed the Public Hearing at 7:47 p.m.

[2020-2021 Budget Public Hearing](#)

- 6) Discussion and possible action to approve Resolution No. 2020005, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the 2020-2021 Annual Budget.
(John Gonsalves)

Mr. Gonsalves presented and recommended Council approval of Resolution No. 2020005, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the 2020-2021 Annual Budget.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Resolution No. 2020005, a Resolution of the Governing Body of the City of Glenpool to Comply with and Operate in Accordance with the Municipal Budget Act and Approve the 2020-2021 Annual Budget.

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

CARRIED.

[2020-2021 Budget Adoption](#)
[PROPOSED FY20-21 BUDGET](#)

- 7) Discussion and possible action to approve Ordinance No. 775, an Ordinance of the City Council of Glenpool amending Section 1, Base and Unit Rates, of Title 9, Public Services; repealing all Ordinances in conflict herewith; and declaring an emergency.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval of Ordinance No. 775, an Ordinance of the City Council of Glenpool amending Section 1, Base and Unit Rates, of Title 9, Public Services; repealing all

Ordinances in conflict herewith.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve Ordinance No. 775, an Ordinance of the City Council of Glenpool amending Section 1, Base and Unit Rates, of Title 9, Public Services; repealing all Ordinances in conflict herewith; and declaring an emergency.

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

CARRIED.

[Ordinance No. 775](#)

- 8) Discussion and possible action to approve an Emergency Clause for Ordinance No. 775.
(Wendy Knight, City Clerk)

Ms. Knight recommended approving an Emergency Clause for Ordinance No. 775.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve an Emergency Clause for Ordinance No. 775.

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

CARRIED.

- 9) Discussion and possible action to approve and adopt Ordinance No. 776, An Ordinance That: **(A)** Levies and Assesses a Sales Tax of One Percent (1.00%) upon Gross Receipts or Proceeds on Taxable Sales of Goods and Services in the City of Glenpool, Oklahoma, as Those Terms Are Defined Herein, in Addition to Present Sales Taxes upon Such Gross Receipts or Proceeds for the Purpose of Providing Funds for General and Special Purposes of the Municipal Government of the City of Glenpool, Oklahoma, and/or to Be Applied or Pledged Toward the Payment of Principal and Interest on Any Indebtedness, Including Refunding Indebtedness, Incurred by or on Behalf of Said City for Such Purposes; **(B)** Provides for Such Sales Tax to Commence on April 1, 2021; **(C)** Provides for the Duration of Such Sales Tax for No More Than 20 Years; **(D)** Prescribes Procedures for the Collection and Remittance of Such Sales Tax and Penalties for the Failure to Do So; and **(E)** Includes Such Other Provisions, Terms and Conditions as Necessary and Lawful for the Effective Implementation and Enforcement of this Ordinance.

(Lowell Peterson, City Attorney)

Mr. Tillotson presented and recommended Council approve and adopt Ordinance No. 776, An Ordinance That: (A) Levies and Assesses a Sales Tax of One Percent (1.00%) upon Gross Receipts or Proceeds on Taxable Sales of Goods and Services in the City of Glenpool, Oklahoma, as Those Terms Are Defined Herein, in Addition to Present Sales Taxes upon Such Gross Receipts or Proceeds for the Purpose of Providing Funds for General and Special Purposes of the Municipal Government of the City of Glenpool, Oklahoma, and/or to Be Applied or Pledged Toward the Payment of Principal and Interest on Any Indebtedness, Including Refunding Indebtedness, Incurred by or on Behalf of Said City for Such Purposes; (B) Provides for Such Sales Tax to Commence on April 1, 2021; (C) Provides for the Duration of Such Sales Tax for No More Than 20 Years; (D) Prescribes Procedures for the Collection and Remittance of Such Sales Tax and Penalties for the Failure to Do So; and (E) Includes Such Other Provisions, Terms and Conditions as Necessary and Lawful for the Effective Implementation and Enforcement of this Ordinance. The revenues and benefits derived from the current penny sales tax, being a general fund rather than limited purpose sales tax, have been substantial for the City and ought to be continued. This is particularly the case in view of the potential revenue shortfalls due to the economic impacts of the corona virus limitations experienced since March of this year.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve and adopt Ordinance No. 776, An Ordinance That: (A) Levies and Assesses a Sales Tax of One Percent (1.00%) upon Gross Receipts or Proceeds on Taxable Sales of Goods and Services in the City of Glenpool, Oklahoma, as Those Terms Are Defined Herein, in Addition to Present Sales Taxes upon Such Gross Receipts or Proceeds for the Purpose of Providing Funds for General and Special Purposes of the Municipal Government of the City of Glenpool, Oklahoma, and/or to Be Applied or Pledged Toward the Payment of Principal and Interest on Any Indebtedness, Including Refunding Indebtedness, Incurred by or on Behalf of Said City for Such Purposes; (B) Provides for Such Sales Tax to Commence on April 1, 2021; (C) Provides for the Duration of Such Sales Tax for No More Than 20 Years; (D) Prescribes Procedures for the Collection and Remittance of Such Sales Tax and Penalties for the Failure to Do So; and (E) Includes Such Other Provisions, Terms and Conditions as Necessary and Lawful for the Effective Implementation and Enforcement of this Ordinance.

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

CARRIED.

[Election Res Staff Memo 060120](#)

[Final Sales Tax Ordinance No. 776 1-cent tax \(002\) \(003\)](#)

- 10) Discussion and possible action to approve and adopt Resolution No. 2020006, A Resolution: **(1)** Authorizing the Calling and Holding of a Special Election in the City of Glenpool, Tulsa County, State of Oklahoma, for the Purposes of: **(1)** Submitting to the Registered, Qualified Voters of Said City the Question Whether Ordinance No. 776 Adopted by the City Council on the First Day of June 2020, Shall Be Approved by Such Registered, Qualified Electors, Which Ordinance Shall Provide for: **(A)** Levying a Sales Tax of One Percent (1.00%) Upon the Gross Receipts or Proceeds on Taxable Sales of Goods and Services, as Defined in Said Ordinance, in the City of Glenpool, Oklahoma, in Addition to Present Sales Taxes Upon Such Gross Receipts or Proceeds, for General and Special Purposes of the

Municipal Government of the City of Glenpool as Authorized by Title 68 Okla. Stat. § 2701; **(B)** Said Sales Tax to Commence on April 1, 2021; **(C)** Duration of Said Sales Tax for No More than 20 Years; **(D)** Procedures for the Collection and Remittance of Said Sales Tax and Penalties for the Failure to Do So; and **(E)** Such Other Provisions, Terms and Conditions As Necessary For The Effective Implementation and Enforcement of Said Ordinance; **(2)** Approving the Ballot for this Question; and **(3)** Providing for Notice to the Public and to the Tulsa County Election Board of the Holding of Such Election
(Lowell Peterson, City Attorney)

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve and adopt Resolution No. 2020006, A Resolution: (1) Authorizing the Calling and Holding of a Special Election in the City of Glenpool, Tulsa County, State of Oklahoma, for the Purposes of: (1) Submitting to the Registered, Qualified Voters of Said City the Question Whether Ordinance No. 776 Adopted by the City Council on the First Day of June 2020, Shall Be Approved by Such Registered, Qualified Electors, Which Ordinance Shall Provide for: (A) Levying a Sales Tax of One Percent (1.00%) Upon the Gross Receipts or Proceeds on Taxable Sales of Goods and Services, as Defined in Said Ordinance, in the City of Glenpool, Oklahoma, in Addition to Present Sales Taxes Upon Such Gross Receipts or Proceeds, for General and Special Purposes of the Municipal Government of the City of Glenpool as Authorized by Title 68 Okla. Stat. § 2701; (B) Said Sales Tax to Commence on April 1, 2021; (C) Duration of Said Sales Tax for No More than 20 Years; (D) Procedures for the Collection and Remittance of Said Sales Tax and Penalties for the Failure to Do So; and (E) Such Other Provisions, Terms and Conditions As Necessary For The Effective Implementation and Enforcement of Said Ordinance; (2) Approving the Ballot for this Question; and (3) Providing for Notice to the Public and to the Tulsa County Election Board of the Holding of Such Election.

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

CARRIED.

[Final Resolution No. 2020006 setting special election \(003\)](#)

- 11) Discussion and possible action to approve a Special Election Proclamation and Notice and directing the publication of Resolution No. 2020006, once in a newspaper of general circulation in the City of Glenpool and directing the publication of this Proclamation on three consecutive Thursdays immediately preceding the special election, for the purpose of authorizing the calling of a special election on the Proposition set forth in such Special Election Proclamation and Notice, to be held in the City of Glenpool, Oklahoma, on the 25th day of August 2020; and for the purpose of submitting to the registered, qualified voters in the City of Glenpool the Proposition therein with respect to whether such voters shall choose to approve Ordinance No. 776 and the sales tax provisions therein.
(Timothy Lee Fox, Mayor)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve a Special Election Proclamation and Notice and directing the publication of Resolution No. 2020006, once in a newspaper of general circulation in the City of Glenpool and directing the publication of this Proclamation on three consecutive Thursdays immediately preceding the special election, for the purpose of authorizing the calling of a special election on the Proposition set forth in such Special Election Proclamation and Notice, to be held in the City of Glenpool, Oklahoma, on the 25th day of August 2020; and for the purpose of submitting to the registered, qualified voters in the City of Glenpool the Proposition therein with respect to whether such voters shall choose to approve Ordinance No. 776 and the sales tax provisions therein.

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

CARRIED.

[Special Election Proc 060120-1](#)

- 12) Discussion and possible action to approve and authorize the Mayor to sign the Agreed Upon Audit Procedures Engagement Letter for FY2020, Elfrink and Associates, PLLC, on behalf of the City Council.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of the Agreed Upon Audit Procedures Engagement Letter for FY2020, Elfrink and Associates, PLLC, on behalf of the City Council. In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Moved by Momodou Ceesay, seconded by Joyce Calvert

To approve and authorize the Mayor to sign the Agreed Upon Audit Procedures Engagement Letter for FY2020, Elfrink and Associates, PLLC, on behalf of the City Council.

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

CARRIED.

[Staff Memo 060120 Audit
Glenpool-Creek2 AUP Engagement Letter \(003\)](#)

- 13) Discussion and possible action to approve and authorize the Mayor to

sign the annual Memorandum of Understanding to provide 9-1-1 regional mapping services.

(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval the annual Memorandum of Understanding to provide 9-1-1 regional mapping services. The Indian Nations Council of Governments (INCOG) has acted since May 2008 as the Regional 9-1-1 Board for the creation, updating and maintenance of the regional 9-1-1 electronic map street layer and master street and address guide (MSAG). The service includes acquiring all newly platted subdivisions, new streets, street closures and jurisdictional changes for fire, police and ambulance districts and updating the street layer on a regular basis.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve and authorize the Mayor to sign the annual Memorandum of Understanding to provide 9-1-1 regional mapping services.

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

CARRIED.

[Staff Memo re 2020 MOU re MSAG
MOU Glenpool & INCOG 060120](#)

- 14) Discussion and possible action to approve the Professional Services Agreement with Rick Stuber Architecture, Inc. for Black Gold Park Master Plan, in a total amount not to exceed \$18,800.00 and to authorize the City Manager to execute same.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of the Professional Services Agreement with Rick Stuber Architecture, Inc. for Black Gold Park Master Plan, in a total amount not to exceed \$18,800.00. The Agreement covers the services necessary to develop

an overall Master Plan for Black Gold Park. The goal will be to integrate a majority of the existing structures and permanent apparatus into an overall Master Plan that the City can use to further develop the existing park land as currently owned by the City.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the Professional Services Agreement with Rick Stuber Architecture, Inc. for Black Gold Park Master Plan, in a total amount not to exceed \$18,800.00 and to authorize the City Manager to execute same.

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

CARRIED.

[Black Gold Park Master Planning Services](#)

- 15) Discussion and possible action to approve FY20-21 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.
(John Gonsalves, Finance Director)

Mr. Gonsalves presented and recommended Council approval of FY20-21 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve FY20-21 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

	For	Against	Abstained	Absent
Tim Fox	x			

Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

INSURANCE RENEWAL 2020-2021

- 16) Discussion and possible action to approve quotes from Northern Safety & Industrial in a total amount not to exceed \$72,026.44 for bunker gear and structural firefighting and rescue equipment, to be funded from FY19-20 Acct. No. 51 6-06-6358 Capital Tax Fund.
(Paul Newton, Fire Chief)

Chief Newton presented and recommended Council approval of quotes from Northern Safety & Industrial in a total amount not to exceed \$72,026.44 for bunker gear and structural firefighting and rescue equipment, to be funded from FY19-20 Acct. No. 51 6-06-6358 Capital Tax Fund.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve quotes from Northern Safety & Industrial in a total amount not to exceed \$72,026.44 for bunker gear and structural firefighting and rescue equipment, to be funded from FY19-20 Acct. No. 51 6-06-6358 Capital Tax Fund.

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

CARRIED.

[Glenpool Fire - Bunker Gear Quote #312803](#)
[Glenpool Rescue- Quote #312807 REVISED](#)
[Bunker Gear April 2020 Proposal \(003\)](#)

- 17) Discussion and possible action to approve a proposal from Storm Sirens Inc., in an amount not to exceed \$48,000.00, for CD&F Monitoring Equipment, to be funded from FY19-20 Acct. No. 01 6-07-6333 Emergency Management.
(Paul Newton, Fire Chief)

Chief Newton presented and recommended Council approval of a proposal from Storm Sirens Inc., in an amount not to exceed \$48,000.00, for CD&F Monitoring Equipment, to be funded from FY19-20 Acct. No. 01 6-07-6333 Emergency Management. Tornado siren talk back, or report back, systems can greatly improve efficiency and decrease the time required to schedule and implement tests. The CD&F Report Back System can test and generate reports for electrical malfunction, sound failure and intrusion alerts to prevent equipment tampering. Each of these functions can be completed by one person from a desk top control panel.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve a proposal from Storm Sirens Inc., in an amount not to exceed \$48,000.00, for CD&F Monitoring Equipment, to be funded from FY19-20 Acct. No. 01 6-07-6333 Emergency Management.

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

CARRIED.

[Siren Talk Back 2020 Proposal](#)
[Glenpool, Talk Back System 2-22-18](#)
[TB Quote Confirmed](#)
[Warning Sirens Sites 2019](#)

- 18) Discussion of potential changes to the appointment process and attendance rules for the Planning Commission and Board of Adjustment. (Jacqueline Triplett-Lund, Councilor)

A discussion was held regarding potential changes to the appointment process and attendance rules for the Planning Commission and Board of Adjustment. Suggestions discussed were the application and interviewing process; filling vacancies; and attendance rules. No action was taken.

[Planning Commission State Statutes](#)
[Chapter 8.Zoning Code](#)

- 19) Discussion and possible action to enter into Executive Session for the purposes of **A)** conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act); and **B)** discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act). (David Tillotson, City Manager) (Susan White, Assistant City Manager)

Mayor Fox called the meeting into recess at 8:35 p.m.

Mayor Fox reconvened the meeting from recess at 9:35 p.m.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

*To enter into Executive Session at **9:35 p.m.** for the purposes of A) conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act); and B) discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. §*

307(B)(2) (Open Meeting Act).

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

CARRIED.

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

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To reconvene in Regular Session at 10:44 p.m.

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

CARRIED.

J) Adjournment

Mayor Fox declared the meeting adjourned at 10:44 p.m.



To: HONORABLE MAYOR AND CITY COUNCIL
CHAIRMAN AND TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY

From: John Gonsalves, Finance Director

Date: June 15, 2020

Subject: First Annual Renewal of Revenue Bond Security Agreement, Securing the Payment of \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Issued as of September 1, 2019

Background:

Based on Oklahoma law regarding the encumbrance of annual revenues, the City and GUSA have renewed certain Security Agreements whereby the City secured to bondholders payment of the debt service on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively. Each year the City and GUSA have agreed to deposit in the general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds ("Prior Bonds") were issued.

As of September 1, 2019, GUSA issued its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 ("2019 Refunding Bonds") for the purpose of paying entirely the outstanding principal amount due on the Prior Bonds at that time.

For this reason, renewal of the annual Security Agreement with respect to the Prior Bonds will no longer be necessary. The City and GUSA will now be required to reaffirm annually the obligation of an essentially identical Security Agreement that collateralizes sales tax collected by the City for payment of debt service on the 2019 Refunding Bonds.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City adopt the attached resolution renewing for FY 2020-2021 the Security Agreement applicable to the 2019 Refunding Bonds.

Attachment:

- Proposed Joint Resolution No. 2020007

**JOINT RESOLUTION NO. 2020007 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF THE GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019, DATED AS OF SEPTEMBER 1, 2019

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019, (the "Refunding Bonds") in order to fund a Project that consisted of paying the outstanding principal amount due at that time on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by the Authority as of December 1, 2010, and January 1, 2011, respectively (the "Prior Bonds").

WHEREAS, in order to better secure the payment of the Refunding Bonds, the City and the Authority entered into a certain Security Agreement whereby City tax revenues were pledged to debt service on the Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for The Glenpool Utility Services Authority, **THAT**:

§ 1. The City Council and the Board of Trustees for The Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the Security Agreement to renew such Security Agreement for the fiscal year period commencing July 1, 2020 and concluding June 30, 2021.

§ 2. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Security Agreement, and to Bond Counsel, not later than July 31, 2020.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 15th day of June 2020.

FOR THE CITY OF GLENPOOL

**FOR THE GLENPOOL UTILITY SERVICES
AUTHORITY**

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendy Knight, City Clerk and Clerk for the
Trust Authority

Lowell Peterson, City Attorney and
Trust Authority Counsel



MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN GONSALVES, FINANCE DIRECTOR

RE: RENEW ANNUAL CERTIFICATE AND ORDER TO COUNTY CLERK
AND COUNTY TREASURER

DATE: JUNE 15, 2020

BACKGROUND

The Tulsa County Clerk and County Treasurer are requesting an updated certificate and order every two years. The Certificate and order verify that there is a current surety bond in place to allow the transfer of funds from the County Treasurer to the City

Staff Recommendation:

Staff recommends a motion to renew annual certificate and order to County Clerk and County Treasurer

Attachments:

Certificate and order
Surety Bond

To the County Clerk and County Treasurer of Tulsa County, Oklahoma.

CITY of GLENPOOL

(“Public Body”) in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid Public Body in accordance with the provisions of 68 Okl.St. Ann. § 2923, to JOHN GONSALVES Address 12205 S YUKON AVE, GLENPOOL, OK 74033, Oklahoma as TREASURER of said Public Body for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

- (1) Date Elected or Re-elected JANUARY 20 18 ;
 (2) Date Appointed or Re-Appointed JUNE 15, 20 20 (Note 1);
 (3) Filed Surety Bond in sum of FIFTY THOUSAND Dollars (\$ 50,000.00)
 with WESTERN SURETY COMPA as Surety;
 (4) Bond Terms begins , 20 , and Expires/Renews , 20 ;
 (5) Number of Bond 72000690;
 (6) Date Bond was approved by Governing Board FEBRUARY 5, 20 18 (if applicable); and
 (7) Said new Bond is in custody and control of CITY OF GLENPOOL (Note 2), or was deposited with
WENDY KNIGHT, SECRETARY for safekeeping.

Signed and Certified at _____, Oklahoma, this _____ day of _____, 20____.

Official Title

Note 3: See 11 Okl.St.Ann. § 8-105, requiring bond for Treasurer of a municipality; 70 Okl.St.Ann §§ 5-114 & 5-115 requiring bond for Treasurer of a Board of Education; and 65 Okl.St.Ann. § 4-105 requiring bond for Multi-County Library.

Oklahoma



Western Surety Company

OFFICIAL BOND AND OATH

STATE OF OKLAHOMA }
County of Tulsa } ss

KNOW ALL PERSONS BY THESE PRESENTS:

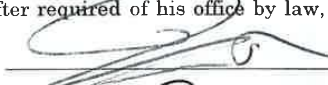
Bond No. 72000690

That we, John Gonsalves, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Oklahoma, as Surety, are and firmly bound unto the County of Tulsa and State of Oklahoma, in the penal sum of Fifty Thousand and 00/100 DOLLARS (\$50,000.00), for the payment of which we bind ourselves and our legal representatives, jointly and severally by these presents.

Signed this 12th day of February, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal has been Appointed to the office of Treasurer/Finance Director in and for (Elected - Appointed) City of Glenpool & Glenpool Utility Services Authority, State of Oklahoma, for the term of indefinite years, commencing on the 5th day of February, 2018.

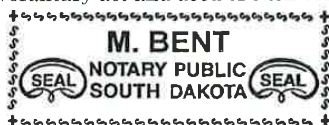
Now, if the said Principal shall render a true account of his office and the doings therein to the proper authority at the close of each month, each quarter, each year, and at the end of his term of office, as required thereby or by law; and shall promptly pay over to the person or officers entitled thereto, at the close of each day, month, or quarter, and term of office, all money which may come into his hands by virtue of his said office; and shall faithfully account for all the balances of money remaining in his hands at the termination of his office; and shall well and truly keep all books of record and books of account, required to properly record the doings of his office; and shall balance same monthly, and make all monthly, quarterly and annual reports to the boards, and officers required by law or by resolution of his governing board; and shall hereafter exercise all reasonable diligence and care in the preservation and lawful disposal of all money, books, papers and securities, or other property appertaining to his said office, and deliver them to his successor, or to any person authorized to receive the same; and if he shall faithfully and impartially, without fear, favor, fraud or apprehension, discharge all other duties, now or hereafter required of his office by law, then this bond to be void, otherwise in full force.


Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

Before me, a Notary Public in and for said County and State on this 3rd day of November, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020
Form 852-A-11-2014

**CERTIFICATE AND
ORDER**

OF CITY
Name of Public Body

County of _____

State of Oklahoma, to the County Clerk and
County Treasurer

Qualifying _____

_____ Okla.,
as Treasurer of said Public Body.

Received and Filed this _____ day of
_____ 20 _____

County Clerk- County Treasurer

_____ Deputy

Amount of Bond \$ 50,000.00

Date of Bond _____ 20 _____

Bond Expires/Renews _____ 20 _____

SURETIES



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 15, 2020

Re: Retail Attractions Contract

Background:

The City currently has a contract with Rickey Hayes, the owner of Retail Attractions LLC to assist the City with economic development activities. There are no substantive changes to this contract for Fiscal Year 20-21. The monthly fee for his services remains \$2,500.00. With the continued growth of our commercial and retail base I believe it is important that the City renew this contract.

Staff Recommendation:

Staff recommends approval of the Agreement for Economic Development Consulting Services with Retail Attractions LLC.

Attachments:

- Agreement for Economic Development Consulting Services

**CONTRACT AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

STATE OF OKLAHOMA §
COUNTY OF TULSA §

PART I. PARTIES

THIS AGREEMENT is made on the 15th day of July, in the year 2020, between the CITY OF GLENPOOL, hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for consulting services in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to the City of Glenpool, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

CITY intends to contract CONSULTANT for professional economic development consulting services for a twelve (12) month period commencing July 1, 2020 and concluding June 30, 2021. This Agreement may be renewed for an additional twelve (12) month period upon the fees, terms and conditions agreed to in writing by both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1.

PART III. SCOPE OF SERVICES

CONSULTANT shall provide the following Services:

1. Research, identify, and validate Glenpool, Oklahoma trade area market and retail, office, and residential growth potential. This information will be comprised of the latest market data. CONSULTANT will provide all data to designated city personnel.
2. Prepare a focused marketing piece for our use to highlight the key demographics and attributes of the Glenpool trade area. This marketing material will include a map of the Glenpool trade area and will be used to introduce the Glenpool community to our extensive network of commercial and residential developers and retail and corporate tenants.
3. Use CONSULTANT's broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. We will work with CITY staff to develop incentive packages that are advantageous for both parties.

4. Consult with city staff and/or designated official(s) to identify targets that will meet the long-term needs of the CITY and response to the leakages identified. Our initial strategy is to target retail and restaurant entities that will draw consumers from the entire market into the Glenpool trade area.
5. Actively recruit targets identified and approved by CITY and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, and development / industry contacts continually throughout the term of this contract.
6. Contact our extensive network of developers to create interest in the Glenpool market, define development opportunities and coordinate / attend meetings with city and developers.
7. Represent the CITY at the May 2021 ICSC RECon show in Las Vegas and at other ICSC conferences as required.
8. Provide monthly updates to designated contact.
9. Bid any specialized marketing materials, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids.
10. Attend City Council meetings quarterly, or at the invitation of the City Manager, to discuss ongoing and proposed economic development activities.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

PART IV. CONSULTANT'S FEES

CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

1. CITY will pay CONSULTANT a monthly retainer of \$2500.00, payable on first of month following the month of service.

PART V. CITY'S RESPONSIBILITIES

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act in the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S Services except for those decisions or actions that must go before the CITY'S City Council for approval.
5. In the event that CONSULTANT incurs expenses related to (but not limited to) travel, lodging, meals, or other expenses while representing CITY, CITY will reimburse CONSULTANT expenses with prior written approval of CITY administrator or designee.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Mr. David Tillotson
City Manager
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

Reports and notices shall be made by CITY to CONSULTANT'S representative:

Mr. Rickey Hayes
CEO
Retail Attractions, LLC
12150 East 96th Street, Suite 107
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause; however, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of Glenpool, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

CITY OF GLENPOOL, OKLAHOMA

CONSULTANT:

RETAIL ATTRACTIONS, LLC

By: _____
Timothy Lee Fox, Mayor

By: _____
Rickey Hayes, CEO

ATTEST:

[SEAL]

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 10, 2020

Re: Crossroads Communication Contract

Background:

The City currently has a contract with Mandy Vavrinak, the owner of Crossroads Communications, LLC. Mandy has asked to make some changes to reduce the amount of time she spends on economic development issues, including actively searching for new businesses on behalf of the City and not attending ICSC RECON next year. After speaking with Mandy about the reasons behind this change and gaining a better understanding of the scope of work she will continue doing on our behalf in the economic development realm I am confident we can make this work. As a result of these changes, Mandy has reduced the contract total by a \$1,000 per month. This will change the total from \$42,000 to \$30,000 annually. Mandy has proven herself to be a valuable asset to the City with her versatile skillset and deft handling of both economic development and public relations projects over the past year.

Staff Recommendation:

Staff recommends approval of the Professional Services Agreement with Crossroads Communications, LLC.

Attachments:

- Professional Services Agreement with Crossroads Communications, LLC.

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consultation Services
Crossroads Communications, LLC

This Contract ("Contract") for Economic Development Consultation Services is made and entered into as of the 1st day of July 2020 by and between the City of Glenpool ("City") and Crossroads Communications, LLC ("Consultant").

This Contract shall be in effect as of the 1st day of July 2020 and shall be in effect through the 30th day of June 2021. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discreetly qualified source, to wit: successful business attraction projects in numerous Oklahoma communities; performing site studies and assessments for developers considering land acquisition and business development in Tulsa and across northeastern Oklahoma; public relations and marketing strategy, communication, planning, and implementation; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: retain and increase investment in the City by commercial business entities; manage the City's public image through public relations; provide consultation regarding community outreach and communication; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City; facilitate new investment by commercial enterprises, thereby increasing the City's ability to increase its sales tax base and improve the quality of life for citizens who no longer have to travel to obtain goods and services; and enhance the City's ability to attract new residents and new businesses who seek locations where they can find and retain talented employees. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and agency, and as an economic development resource for City staff. Consultant will also serve as a facilitator for new business development through assistance in making needed connections and creating and providing demographic information.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As called upon, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact for both traditional and digital/social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.
5. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
6. Serve as a communications resource for City staff.

C. Economic Development

1. Advise and assist the City regarding efforts to make the City an attractive new location for retailers using the International Council of Shopping Centers (“ICSC”) as a clearinghouse for remaining 2020 events and preparing for ICSC’s annual feature event, “RECon 2021” though consultant will not attend RECon except at the specific request of City. Such attendance, if requested, will constitute and additional expense outside the scope of work of this contract.
2. Apprise City Manager, through regular meetings, of the status of efforts, such as specific data gathering and retailers’ requesting or receiving data about the City;
3. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
4. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
5. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
6. Advise and assist the City with planning and execution of further specific marketing efforts geared toward events and/or other development or economic opportunities as they arise, including continued marketing assistance for the Glenpool Conference Center, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers' business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant upon the execution of this Contract and then monthly on the 15th of each month during the Term of the Agreement.	12	\$2,500	\$30,000
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager.	TBD	TBD	TBD
Notes: specific deliverables, such as printing, web site development, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City's specific public relations and economic development needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information.			

Description	Quantity	Unit Price	Cost
			\$30,000

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be binding on the parties.

3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any

project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.

4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Glenpool
Attn: City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033
918-209-4645
dtilllotson@cityofglenpool.com

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
mvavrinak@mac.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Glenpool

Timothy Lee Fox, Mayor

Date _____

ATTEST:

Susan White, City Clerk

Approved:

Lowell Peterson, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 10, 2020

Re: Computer Purchases

Background:

The City has a number of computers that are not currently running Windows 10. Most of these computers are not capable of running this operating system and need to be replaced. As we have discussed briefly in the past, Microsoft has announced their intent to not support versions of Windows 7 and older. For security purposes we need to begin replacing these systems. This quote from our IT Consultant purchases 15 new systems that should allow us to replace all our non-supported Windows machines. We will be evaluating the systems being replaced to see if they can handle an upgrade, and if so, we will consider setting aside the best systems for use as emergency backups. This quote includes 10 desktop machines and 5 laptops for use in various departments around the City as well as the docking stations needed for the laptops and the necessary labor to configure and install the machines. The funding for these machines is in our current budget and will not require any budget amendments.

Staff Recommendation:

Staff recommends approval of the quote from SpringPoint in the amount of \$21,890.56.

Attachments:

- SpringPoint Quote



QUOTE

4755 East 91st St, Suite 100, Tulsa, OK 74137
t. 918-933-5000 f.

Number AAAQ2431

Date Jun 10, 2020

Sold To

City of Glenpool
David Tillotson
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
United States

Phone (918) 209-4645
Fax

Ship To

City of Glenpool
David Tillotson
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
United States

Phone (918) 209-4645
Fax

Your Sales Rep

Sarah Alfred
(918)
584-3300 ext
226
4755 E. 91st
St. Suite 100
Tulsa, OK 74137

salfred@myspringpoint.com

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
DESKTOP OPTIONS				
1	9	Standard Desktop: Dell OptiPlex 3070 Desktop Computer - Core i5 i5-9500 - 8 GB RAM - 256 GB SSD	\$868.43	\$7,815.87
2	1	Power User Desktop: Dell Precision 3630 Workstation - Core i7 i7-9700 - 16 GB RAM - 512 GB SSD - Discrete Graphics Card Included	\$1,634.05	\$1,634.05
LAPTOP OPTIONS				
3	3	Standard Laptop: Dell Latitude 5400 14" Notebook - 1920 x 1080 - Core i5 i5-8265U - 8 GB RAM - 256 GB SSD	\$1,380.56	\$4,141.68
4	2	Power User Laptop: Dell 15.6" Mobile Precision 3540 - 1920 x 1080 - Core i7 - 16 GB RAM - 512 GB SSD	\$2,086.63	\$4,173.26
5	5	Dell WD19TB ThunderBolt Docking Station	\$300.14	\$1,500.70
LABOR				
6	1	Labor to configure and deploy 15 new devices	\$2,625.00	\$2,625.00

SubTotal	\$21,890.56
Tax	\$0.00
Shipping	\$0.00
Total	\$21,890.56

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - SPRINGPOINT RESERVES THE RIGHT TO REQUIRE UP TO 50% OF QUOTE TOTAL BE PAID UP FRONT BEFORE WORK BEGINS - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. CANCELLED ORDERS WILL INCUR RETURN SHIPPING AND RESTOCKING FEES.

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1 of 1



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

To: HONORABLE MAYOR/CHAIRMAN AND CITY COUNCIL/GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator
Date: June 15, 2020
Subject: FY 2020-2021 Administrative Operations Agreement between GEMS and City of Glenpool.

Background:

The Administrative Operations Agreement between GEMS and City of Glenpool has been updated for FY 2020-2021. The changes are:

- 1) edits to language in Sections II.A and III.E(ii). The edits further define and differentiate the duties of city staff vs. administrative services provided by GEMS contractors; and
- 2) updates to Exhibit A as adopted in the FY 2020-2021 annual budget. The revised rate accounts for changes to the City's personal services budget and other operating expenses.

Staff Recommendation:

Staff recommends approval of the Agreement.

Attachments:

FY 2020-2021 Administrative Operations Agreement

ADMINISTRATIVE OPERATIONS AGREEMENT – FISCAL YEAR 2020 – 2021
[City of Glenpool and “GEMS” District]

This Administrative Operations Agreement (“Agreement”) made and entered into on the date last written below, by and between the City of Glenpool, Oklahoma, a municipal corporation, (“City”) and the Glenpool Area Emergency Medical Service District (“GEMS” or “District”) (together with the City, the “Parties”), expressly amends, replaces and supersedes all agreements previously entered into by the Parties for the purposes set forth herein.

I. Stipulations

A. The Parties acknowledge and agree to the following:

1. City is a municipal corporation doing business within Tulsa County, State of Oklahoma.
2. GEMS is an emergency medical service district as defined in and having all powers, duties and privileges provided under the Oklahoma Constitution, Art. X, § 9C, and was created by vote of the qualified voters of the Glenpool Public School District on February 22, 1983. Since ratification, GEMS has continually functioned as an emergency medical service district and has been administered through five members appointed by the Tulsa County Board of County Commissioners and serving as a Board of Trustees as prescribed by the Oklahoma Constitution.
3. As provided by Title 5, Chapter 2, Article B, Section 1¹ of the Glenpool City Code, the Emergency Medical Response Agency consists of Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; and are so designated by the Medical Director, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, to perform emergency medical services at the scene of an incident requiring emergency medical services, excluding transport, as further provided by Title 5, Chapter 2, Article B of the City Code.

II. City’s Responsibilities

City acknowledges that all GEMS funds are derived from the three mill ad valorem levy approved by majority vote of the qualified voters of the Glenpool Public School District on the 22nd day of February 1983, and that all such funds shall only be expended for the purpose of providing for the support, organization, operation and maintenance of district ambulance services, including the provision of ambulance services by contract. City further agrees and promises to receive no portion of such GEMS funds beyond the extent to which the following services provided by City to GEMS incur costs for lawful emergency medical service district

¹ The “emergency medical response agency”, as defined in Title 5, Chapter 2, Article A, Section 1 of the City Code, consists of one or more employees of the City, one of whom shall be designated the Director of the Emergency Medical Response Agency, and all of whom shall at all times be certified by the State Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the State Board of Health. The function of the Emergency Medical Response Agency is to provide assistance to the ambulance service provider, as provided by this “Operational Agreement” and the “Ambulance Service Agreement,” as those terms are defined and used in Title 5, Chapter 2, Article A of the City Code, under the direction and control of the Medical Director.

purposes which GEMS may lawfully subsidize in accordance with the Emergency Medical Service District Budget Act, 19 O.S. §§ 1701 – 1723, inclusive²:

- A. City staff persons will provide general clerical and accounting services as requested by the GEMS District Administrator, District Treasurer/Finance Officer, or District Clerk. These services will include at a minimum, use of the City's Enterprise Resource Planning software (Incode), use of the City's online agenda preparation and administration software (iCompass), use of City office supplies, computers, network and internet services, encumbrance and payment of approved purchase orders and invoices, and review of banking reconciliation and financial reports necessary to maintain segregation of duties and manage the GEMS approved budget.
- B. City will provide Emergency Medical Response Agency emergency medical services for GEMS, to include: the cost of all personnel dedicated to Emergency Medical Response ("EMR") runs and related functions, EMR contracted training, EMR durable and replaceable medical equipment, supplies, emergency vehicle maintenance and fuel expenses and related services as provided by Title 5, Chapter 2, Article B, Sections 1 and 2 of the City Code³ and will ensure that all persons acting as emergency medical responders shall be properly certified and shall be under the direct supervision of the GEMS Medical Director, as appointed by the GEMS District Board or by contract with an ambulance service provider pursuant to Title 5, Chapter 2, Article A, Section 2 of the City Code,⁴ at a cost to be subsidized by GEMS in an amount appropriated for

² 19 O.S. §1719 provides expressly:

Estimated revenues and appropriation expenditures in the budget of each fund shall be classified in conformity with the accounting system prescribed by the State Auditor and Inspector. Revenues shall be classified separately by source. Expenditures shall be departmentalized by appropriate functions and activities within each fund and shall be classified within the following categories:

1. Salaries and wages, which may include expenses for salaries, wages, per diem allowances and other forms of compensation;
2. Employee benefits paid to any member or employee of the board for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, vacation allowances, sick leave, terminal pay or similar benefits;
3. Operating expenses, which may include materials and supplies, articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any persons, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of operating expense to any person, firm or corporation rendering such services;
4. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 3, 5 or 6 of this section;
5. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets purchased by the district, including land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract, machinery and equipment, furniture and autos and trucks; and
6. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, paying agent's fees, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods.

³ The Emergency Medical Response Agency shall provide emergency medical services in accordance with the directives and perimeters identified in Title 5, Chapter 2, Article A of the City Code and under the direction of the Medical Director.

⁴ MEDICAL DIRECTOR: The licensed physician appointed by the GEMS district board, or by contract with the ambulance service provider, to perform the duties and responsibilities granted and ascribed to the medical director herein. The medical director may be an employee of the city in the absence of an ambulance service agreement, but is otherwise an employee of, or contractor with, the licensed ambulance service provider so designated by the ambulance service agreement.

that purpose by the GEMS budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act.

III. GEMS' Responsibilities

- A. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform administrative services for GEMS, including services as an administrative liaison between GEMS and City for the purpose of making and delivering such reports to the Board of Trustees as needed to provide information, answer questions and carry out administrative tasks assigned by the Board, ("**District Administrator**") and will ensure that such District Administrator is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2020-2021 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Administrator shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- B. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform organizational and record-keeping duties for GEMS in keeping with the Oklahoma Open Meeting Act and Open Records Act, including agenda preparation, minute-taking and documentation ("**District Clerk**"), and will ensure such District Clerk is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2020-2021 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Clerk shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- C. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform legal services for GEMS, to ensure that all GEMS activities, contracts and any other actions are in compliance with all applicable constitutional and statutory requirements ("**District Legal Counsel**"), and will ensure such District Counsel is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of his Agreement all at a cost to be borne by GEMS in an amount appropriated for that purpose by the GEMS FY 2020-2021 Budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Counsel shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.
- D. The GEMS Board of Trustees will be solely responsible for the appointment of and payment of compensation as provided by separate contract to a person qualified and acceptable to the Board of Trustees to perform accounting and budgetary services for GEMS, including management of the accounts of GEMS in accordance with the Emergency Medical Service District Budget Act and making such reports to the GEMS Board of Trustees as needed to keep the Board of Trustees informed regarding its financial status and legal compliance ("**District Treasurer/Finance Officer**"), and will ensure such District Finance Officer is present at no fewer than nine scheduled meetings of the Board of Trustees during the term of this Agreement all at a cost to be borne by

GEMS in an amount appropriated for that purpose by the GEMS FY 2020-2021 budget as adopted by the GEMS Board in accordance with the Emergency Medical Service District Budget Act. For purposes of this Agreement, the District Finance Officer shall not be regarded or treated as an employee of either the City or the GEMS District but is in all respects an independent contractor in privity with GEMS.

- E. GEMS agrees to adopt such rules, policies, and procedures as will provide for orderly, lawful, and expedient emergency medical response agency services, as provided by a separate ambulance service provider agreement with a qualified ambulance service provider to the fullest extent permissible under Oklahoma law.
 - i. GEMS stipulates that the Board of Trustees has the power and duty to promulgate and adopt such rules, policies, and procedures pursuant to Art. X, § 9C of the Oklahoma Constitution.
 - ii. GEMS further stipulates and agrees that the clerical and accounting services provided by City personnel under Section II.A. of this Agreement shall be performed in accordance with the provisions of Title 5, Emergency Preparedness, Chapter 2, Medical Services, Article A, Emergency Medical Services; and Article B, First Responder Service, of the City of Glenpool Code of Ordinances,, as amended by Ordinance 694, adopted by the City Council on March 2, 2015, and any such further amendments, ordinances, resolutions or policies adopted by the City or the Board of Trustees, as applicable and as may directly affect the provision of said services.
 - iii. GEMS further stipulates and agrees that the Emergency Medical Response Agency provided by the City under Section II.B. of this Agreement shall be supervised in such a way as to comply with all requirements of the Oklahoma Emergency Response Systems Development Act and any other applicable laws.
- F. GEMS agrees that it shall provide EMR contracted training, EMR certification fees, EMR durable and replaceable medical equipment, medical oxygen, and all supplies and equipment not otherwise provided by other parties.
- G. GEMS agrees that it shall annually prepare and adopt a budget in accordance with the provisions of the Emergency Medical Service District Budget Act and allocating sufficient funds to comply with all obligations and undertakings of this Agreement.
- H. In consideration of the administrative, financial and emergency medical response agency services provided by City as described in Sections II.A. and II.B. of this Agreement, GEMS agrees to reimburse the City at a mutually agreed upon cost for such services during the term of this Agreement. Such costs shall be included in the annual budget adopted by GEMS as provided in Section III.G. of this Agreement and in accordance with the Emergency Medical Response Service Rate Summary at **Exhibit A**, incorporated herein by reference.

IV. Term of Agreement

This Agreement shall be deemed effective as of July 1, 2020 and shall continue through June 30, 2021. This Agreement will automatically be renewed each subsequent year, beginning July 1, 2021, unless either party notifies the other at least 90 days prior to the same of its intention not to renew.

V. Termination

Either party may cancel this Agreement, with or without cause, prior to the termination date by providing written notice to the other party at least 30 days before the cancelation date.

VI. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

VII. Savings Clause

- A. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.
- B. It is understood that the foregoing is a complete understanding of all the terms and conditions governed by this Agreement during the term of this Agreement, and all renewals as provided by Section IV of this Agreement, and it cannot be altered in any manner, save by the complete written concurrence of the Parties subscribing hereto.

In Witness Whereof, the Parties have hereunto set their hands this 15th day of June 2020.

City of Glenpool

Glenpool Area Emergency Medical Services District

Timothy Lee Fox, Mayor

Timothy Lee Fox, Chairman of the Board of Trustees

Attest:

[SEAL]

Wendy Knight, City Clerk

Wendy Knight, District Clerk

Approved as to Form:

Lowell Peterson, City Attorney

Lowell Peterson, District Counsel

EXHIBIT A
EMERGENCY MEDICAL RESPONSE SERVICE RATE SUMMARY

Run YTD as of 3/31/2020	Ratio
EMR 855	76%
FIRE 273	24%
Total 1128	

Based on FY2020-2021 Proposed Budget:	EMR Calls vs Fire	76%
	Total	EMR
Total Compensation/Benefits for EMR personnel:	\$ 2,206,884	\$ 1,677,231.84
Average per person (total /21)	\$ 105,089.71	\$ 79,868
Annual hours per person	2,912	
Avg hourly personnel costs	\$ 36.09	\$ 27.43
Three person crew (\$36.09 x 3)	\$ 108.27	\$ 82.29

Fire Truck Expenses	FY20-21
Maintenance	\$ 35,000
Fuel	15,000
Total Truck Expenses	\$ 50,000

	EMR Calls vs Fire	76%
Estimated number runs FY2020-2021	1504	1143
Average cost per run for truck (constant)	\$ 33.24	\$ 33.24

	Total	EMR
Total rate per run (\$82.29 crew, \$33.24 truck)	\$ 141.51	\$ 115.53

Total Estimated EMR Reimbursement FY20-21 \$ 132,055

CUSTODIAL SERVICES CONTRACT
[RENEWAL AND AMENDMENT]

Vickie Yarbrough, in her individual capacity (“**Contractor**”), hereby agrees with the City of Glenpool (“**City**”), as of July 1, 2020, to provide the necessary labor, material, supplies and equipment to perform the services identified herein.

CONTRACT WITH:	The City of Glenpool
SERVICE PROVIDED:	Professional Cleaning
WORK STANDARDS:	General cleaning services, to include vacuuming of carpets; dusting of furniture (Contractor will not be expected to, and is directed not to, remove papers or personal items from any desk or cabinet space); removal of trash; and restroom cleaning, all in accordance with reasonable industry standards.
INSURANCE:	Declaration Page attached for \$25,000 Commercial General Liability Insurance. Certification attached verifying compliance with Workers’ Compensation Statutory Minimum Requirements, or exemption.
RENEWAL TERM:	Commence: July 1, 2020 Terminate: June 30, 2021

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an employee of the City. All persons performing services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the City.

2. CONFIDENTIALITY:

Contractor accepts for herself and for any such other person performing services on her behalf the duty to maintain confidentiality with respect to such business of the City as Contractor may have reason to learn solely during or as a result of the performance of the services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the City and are therefore days on which the Contractor shall not be obligated to perform any services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the City.

4. TERMS OF PAYMENT:

The City agrees to pay Contractor the rates recited in Section 5 below, which are fixed for the period of the Renewal Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Renewal Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Renewal Term in the discretion of both parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs.

Contractor will submit all invoices monthly for payment within fifteen days from the date of the invoice.

5. WORK SITES, CONTRACTOR DUTIES AND PAYMENT RATES:

A. General Cleaning Services

1. Second and third floors of City Hall (no services to be undertaken on first floor, Glenpool Conference Center space)
\$300.00 per week, to include 3 days a week, all services to be performed during non-business hours (5:00 p.m. - 8:00 a.m.)

2. First and second floors of Public Safety Building, Police Department only.
\$400.00 per month, cleaning schedule to be coordinated with that for City Hall except as otherwise altered by exigent circumstances due to lack of non-business hours in police operations.

B. Special Cleaning Services: Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the parties. Such writing will be attached to this Contract as an addendum.

C. Supplies: In addition to the foregoing compensation of \$300.00 per week, City will reimburse Contractor in the amount of no less than \$25.00 per week for cleaning equipment and supplies to be provided by Contractor, *except that* City shall provide all consumable products at no cost to Contractor (including, paper towels, toilet paper, soap, trash liners and similar standard consumable, replenished products). If supplies required to perform the duties of this contract exceed the cost of \$25.00 per week, Contractor will submit an invoice verifying such additional cost and City will reimburse accordingly.

6. CITY OBLIGATIONS:

City agrees:

To provide lockable storage space for all equipment and supplies belonging to Contractor.

To advise employees to secure all personal items and leave desks as clear of paper as possible.

To assign one employee as the individual responsible for communication between City and Contractor.

7. TERMINATION:

This Contract shall continue in effect for the duration of the Renewal Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, provided that City reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the City acting in good faith.

ACCEPTANCE:

CITY OF GLENPOOL

Timothy Lee Fox, Mayor

Date

CONTRACTOR

Vickie Yarbrough

Date

ATTEST

Wendy Knight, City Clerk

APPROVED

Lowell Peterson, City Attorney