



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on August 3, 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 – Rick Tabisz, King of Kings Lutheran Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Report 08 03 20	3 - 9
F) Treasurers Report – John Gonsalves, Finance Director	
1) June 2020 Treasurers Report	10 - 26
G) City Manager Report – David Tillotson, City Manager	
1) Final CM Report.08032020 Covid Charts, INCOG Gen Assembly, CARES Act Slides	27 - 55
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 July 20, 2020 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 20 Jul 2020 - Minutes - Html	56 - 63
2) Discussion and possible action to adopt Resolution No. 2020008, a Resolution of the governing body of the City of Glenpool in support of the allocation of Coronavirus Relief Fund moneys for reimbursement to the City of Glenpool for payroll expenditures attributable to the compensation and benefits of public safety employees whose services are substantially dedicated to mitigating or responding to the Covid-19 public health emergency, pursuant to section 5001 of the Coronavirus Aid Relief, and Economic Security Act (The "CARES" Act," P.L. 116-136, as adopted on March 27, 2020, and as subsequently amended and interpreted). (David Tillotson, City Manager) Staff Report - Res2020008.CARES Act COG Resolution No. 2020008 re CARES Coronavirus Relief Fund Allocation (002)	64 - 68

- 3) Discussion and possible action to adopt Resolution No. 202009, and to authorize the City to apply to the Muscogee (Creek) Nation as Commissioning Agency for commissioning of the Glenpool Police Department and its Officers for the purpose of cross-deputization of Officers by and among various governmental agencies, to include without limitation the Muscogee (Creek) Nation, under the terms and provision of the Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma.
(Lowell Peterson, City Attorney)
[Staff memo re Cross-Deputization Agreement 080320](#)
[COG Resolution No. 2020009 re Cross-Dep Agreement](#)
[Creek Nation Cross-Deputization Agreement 080320 \(003\)](#) 69 - 86
- 4) Discussion and possible action to accept OMAG refund and restrict proceeds to be used for safety initiatives.
(John Gonsalves, Finance Director)
[Staff Report OMAG REFUND](#) 87 - 88
- 5) Discussion and possible action to approve the FY 2020/2021 assessment from The MET and to pay the assessment in two halves (\$11,041.50/ ea.) for a total amount not to exceed \$22,083.00 to be funded from the approved FY 2020/2021 Annual Budget under Item No. 02-6-19-6281 Recycle Program Fees.
(Lynn Burrow, Community Development Director)
[The MET Annual Assessment](#) 89 - 96
- 6) Discussion and possible action to enter into executive session for the purposes of (a) confidential communications between the City Council and the City Attorney concerning pending litigation if the City Council, with the advice of its attorney, determines that disclosure will seriously impair the ability of the City Council to process said pending litigation in the public interest, to wit, a class action lawsuit filed, though not yet served, by certain members of the Cherokee Nation and others similarly situated to prosecute claims under the recent United States Supreme Court declaring that the Muscogee (Creek) Nation has never been disestablished, pursuant to 25 O.S. § 307.B.4. (Open Meeting Act); (b) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City of Glenpool if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act); and (c) discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of an individual salaried public employee; to wit, possible amendments to the City Manager Employment Contract, pursuant to 25 O.S. § 307.B.1. (Open Meeting Act).
(Lowell Peterson, City Attorney)
- 7) Discussion and possible action to reconvene in Regular Session.
(Timothy Lee Fox, Mayor)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on July 31, 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: August 3, 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 City 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. To-date, there have been 9 official weather-days per the National Weather Service which will be added to the contract duration. However, the School District has informed the City that Glenpool Schools will open classes on August 13th as was originally scheduled. We are working with the Contractor to ensure adequate access is made available for vehicles needing to use the normal parking lots and drives along the length of this phase of the paving rehab. project.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

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

- Currently, there are sixteen (14) active residential building permits within this addition.

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

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- 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.
- A Sherwin/Williams Paint outlet project is located on a lot created by lot-split action in Block 2 of Brookover Corner Addition: Phase II.
- The project consists of a stand-alone building structure and supporting site improvements.
- To-date the project improvements for this facility have been fully completed and a corresponding Certificate of Occupancy issued on July 24th.
- To-date an official grand opening for this facility has not been announced formally but is likely to begin business early in August.
- An application for a Building Permit covering a proposed Braums Restaurant facility to be located at the Southwest corner of the 151st Street and Broadway intersection has been submitted to the City for processing. The resulting Building Permit was issued July 15th.
- The start of actual construction is anticipated in September.

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

- Currently, there are a total of eighteen (18) residences under construction in this addition in various stages of completion and an additional 14 homes that have been completed and are occupied currently.

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

- Currently, there are six (6) residences under construction in this addition in various stages of completion with three (3) homes fully complete and occupied currently.

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 fully complete in early September, 2020 with home building starting soon after.

F. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- Construction on all seven (7) individual buildings started in October, 2019 and will continue through August, 2020.

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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.
- The project building shell and all supporting site improvements are fully complete.
- To-date, there has been one final Certificate of Occupancy issued for a GenScripts Pharmacy facility.

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.
- The project's Certificate of Occupancy was issued July 20th and the facility is projected to be open for business July 31st.

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 condominium type building structures having a total of 35 individual units to be used for the indoor storage of RV type vehicles – each having integrated living units.
- Currently, the site plan, the supporting construction documents for the site improvements, and the related building permits have been approved and issued for construction.

III. CURRENT PLANNING DEPARTMENT & COMMISSION ACTIVITIES:

A. ZONING

- **GZ 234:** An application to rezone a 2.1-acre site from AG (Agricultural) to CS (commercial Shopping) The site is located at the southeast corner of 151st Street and Broadway Street immediately east of the St Francis Healthcare facility. applicant | Kum-n-Go & King of Kings Lutheran Church.

B. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

- **PUD 30-A | PRELIMINARY and FINAL SUDIVISION PLAT and FINAL DEVELOPMENT PLAN: REDBUD GLEN:** application for a 25.29 acre residential subdivision located at 149th street along the west side of Elwood Avenue under the development conditions listed in Planned Unit Development (PUD) No.30-A The applicant proposes a single family residential use with

private and gated interior streets and various neighborhood amenities. Applicant: Gold Team Realty Group

- **FINAL SUBDIVISION PLAT, GLENPOOL TOWN CENTER**

Application for Preliminary Plat, Glenpool Town Center a 37.57-acre six (6) lot development generally located north of 156th Street South just east 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
- 07/13/2020 application for Final Plat scheduled to be presented to Planning Commission

- **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
- Applicant stated intent to submit documents for dedication of land for infrastructure supporting the development for action at the July 20, City Council Meeting

- **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

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- Final plat not yet submitted; the City is working to coordinate with Tulsa County to discuss improvements on 161st required to serve the development.

C. SITE PLAN APPLICATIONS PENDING REVIEW:

- No new site plans in review

D. LOT SPLITS

- **GLS 249:** An application to create an approximate 2.1 acre tract located at the southeast corner of 151st Street and Broadway Street - immediately east of the St. Francis Healthcare Facility. Applicant: Kum-n-Go & The King of Kings Lutheran Church.

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: JULY, 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
- 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 July, 2020	3
New Commercial Permits Issued in July, 2020	1
Current Active Residential Permits	48
Current Active Commercial Permits	25
2019 Residential Permits thru July	17

2020 Residential Permits Issued Thru July	46
2019 Commercial Permits Issued Thru July	2
2020 Commercial Permits Issued Thru July	4

B. CODE ENFORCEMENT DEPARTMENT: JULY, 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: JULY, 2020

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	770
Open public nuisance cases thru July	18
Code Enforcement Cases: July	
High grass:	29
Fire damaged structures:	1
Illegally parked vehicles:	16
Nuisance abatements (contractor):	2
Notices issued for residences with no water service:	1
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	59
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	16
Dilapidated structure/property notices:	1
Trash can/receptacle placement notices:	18

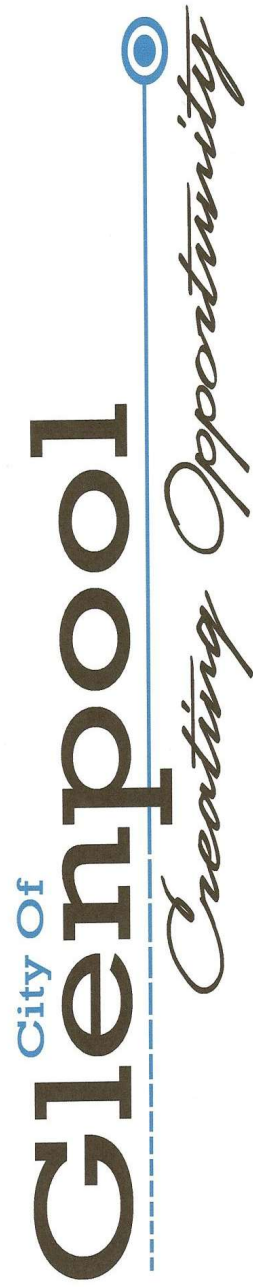
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Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	5
Assessment Letters Issued in July	1
Total Assessment Letters Issued in 2020	15



Treasurer's Report JUNE 30TH, 2020

REVENUES AS OF 6/30/2020				EXPENDITURES AS OF 6/30/2020			
FUND	FY19-20 BUDGET	FY19-20 ACTUAL YTD	Target 100%	FY19-20 BUDGET	FY19-20 ACTUAL	Target 100%	\$
GENERAL FUND	\$ 12,480,463	\$ 11,859,165	95%	\$ 12,480,463	\$ 11,886,115	95%	\$ (26,950)
GUSA	\$ 9,389,083	\$ 9,009,509	96%	\$ 9,389,083	\$ 7,463,472	79%	\$ 1,546,037
PARKS & RECREATION	\$ 18,800	\$ 15,217	81%	\$ 18,800	\$ -	0%	\$ 15,217
HOTEL MOTEL TAX	\$ 206,666	\$ 183,849	89%	\$ 206,666	\$ 142,803	69%	\$ 41,046
GIA	\$ 859,458	\$ 503,397	59%	\$ 859,458	\$ 693,256	81%	\$ (189,859)
STREETS & INFRASTRUCTURE	\$ 1,646,371	\$ 1,665,045	101%	\$ 1,646,371	\$ 756,895	46%	\$ 908,150
PUBLIC SAFETY CAPITAL	\$ 884,106	\$ 694,429	79%	\$ 884,106	\$ 678,922	77%	\$ 15,507
PUBLIC SAFETY PERSONNEL	\$ 1,279,403	\$ 1,163,685	91%	\$ 1,279,403	\$ 1,202,008	94%	\$ (38,322)
TOTAL	\$ 26,764,350	\$ 25,094,294		\$ 26,764,350	\$ 22,823,470		\$ 2,270,824

SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF JUNE 2020, 12TH
MONTH IN FISCAL
YEAR 2019-2020 OR
100% COMPLETED
AS OF JUNE 30TH,
2020

*WITHOUT BOND
REFINANCING
REVENUE

City of Glenpool General Fund Revenues as of JUNE 30TH, 2020 -2.9% INCREASE COMPARED TO PREVIOUS YTD

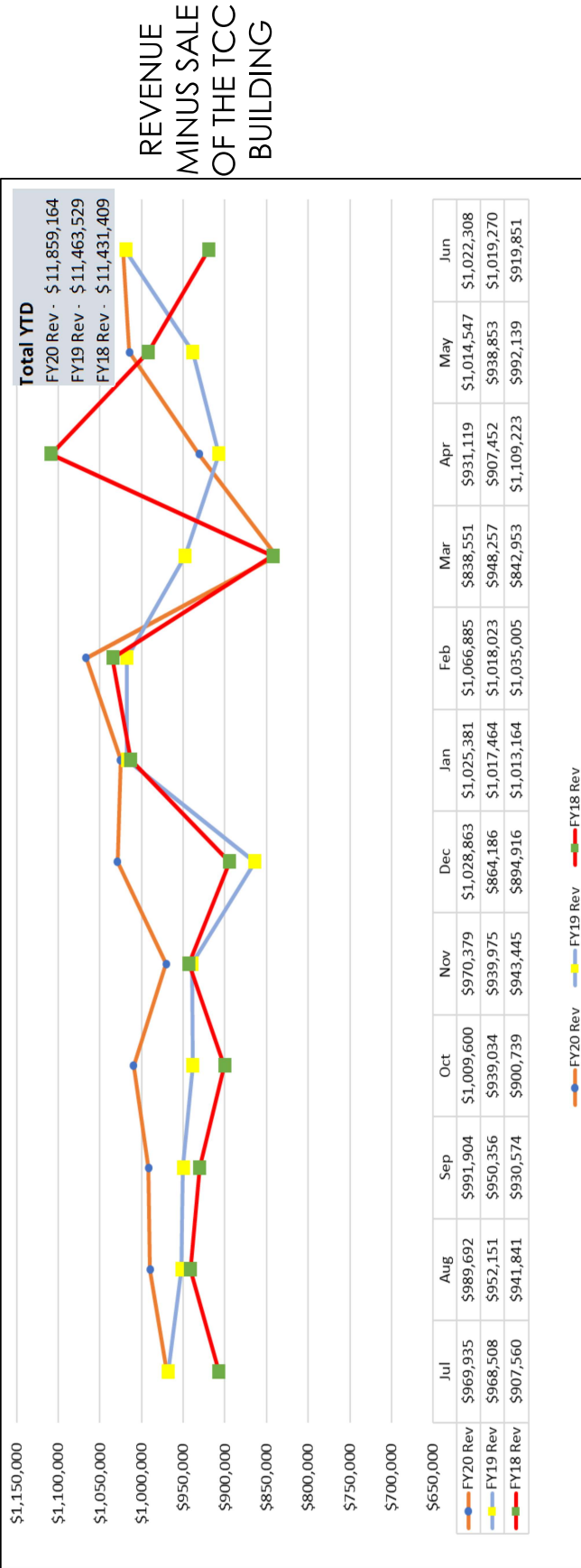


In 2018-2019 the TCC building was sold which accounted for the significant increase in revenue for the month of July in the previous year.

City of Glenpool General Fund Revenues

as of JUNE 30TH, 2020

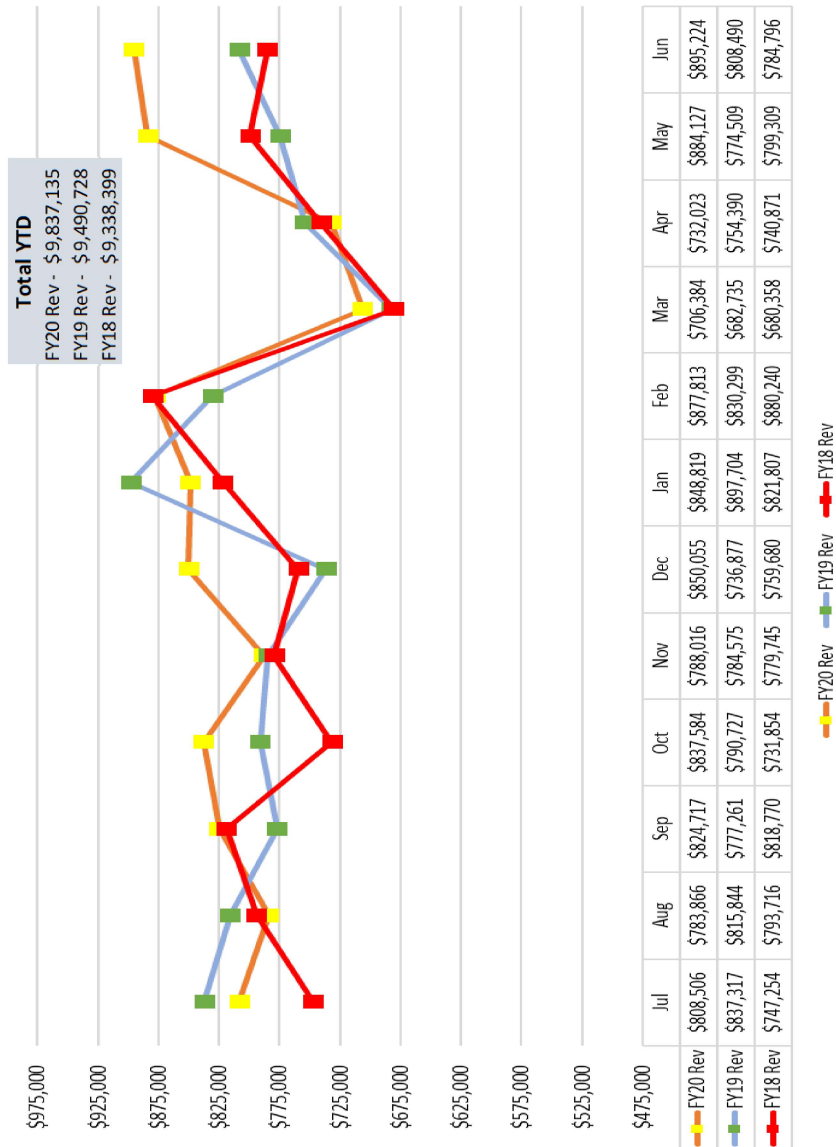
3.5% INCREASE COMPARED TO PREVIOUS YTD IF THE SALE OF THE TCC BUILDING IS REMOVED



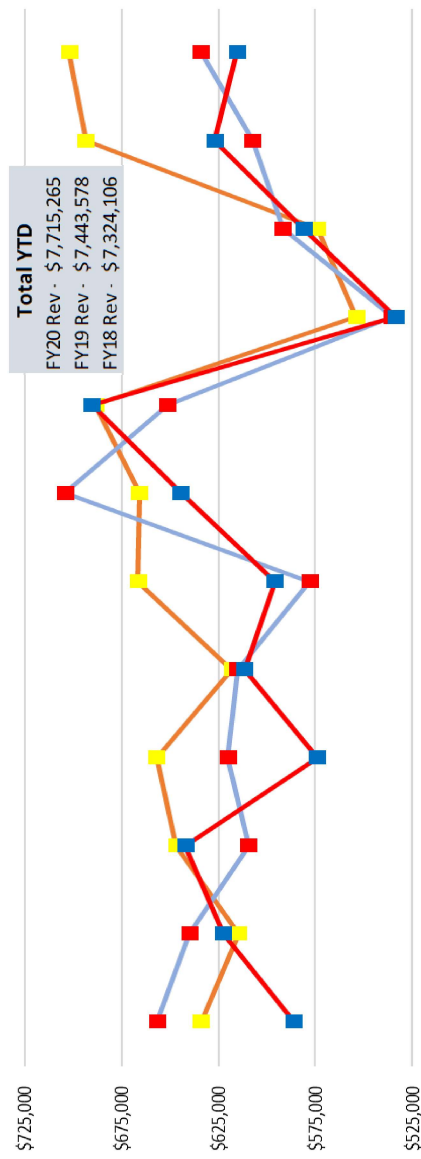
City of Glenpool Sales Tax Revenues - All Funds as of JUNE 30TH, 2020

- ▲ 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

3.6% INCREASE COMPARED TO PREVIOUS YTD



City of Glenpool Sales Tax Reverulues - General Fund as of JUNE 30TH, 2020 3.6% INCREASE COMPARED TO PREVIOUS YTD



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY20 Rev	\$634,112	\$614,786	\$646,825	\$656,917	\$618,041	\$666,698	\$665,729	\$688,469	\$554,017	\$574,126	\$693,421	\$702,124
FY19 Rev	\$656,708	\$639,866	\$609,605	\$620,167	\$615,342	\$577,933	\$704,069	\$651,204	\$535,469	\$591,668	\$607,447	\$634,099
FY18 Rev	\$586,071	\$622,511	\$642,161	\$573,993	\$611,554	\$595,817	\$644,543	\$690,372	\$533,604	\$581,065	\$626,898	\$615,516

■ FY20 Rev
■ FY19 Rev
■ FY18 Rev

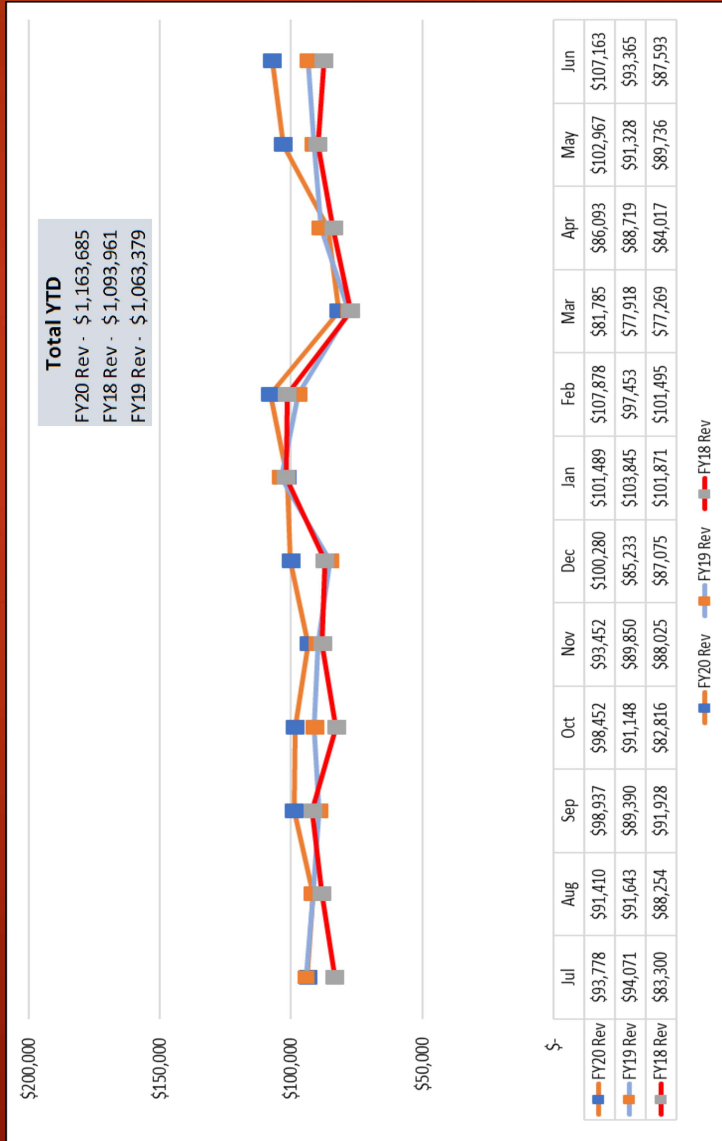
City of Glenpool General Fund Expenditures as of JUNE 30TH, 2020

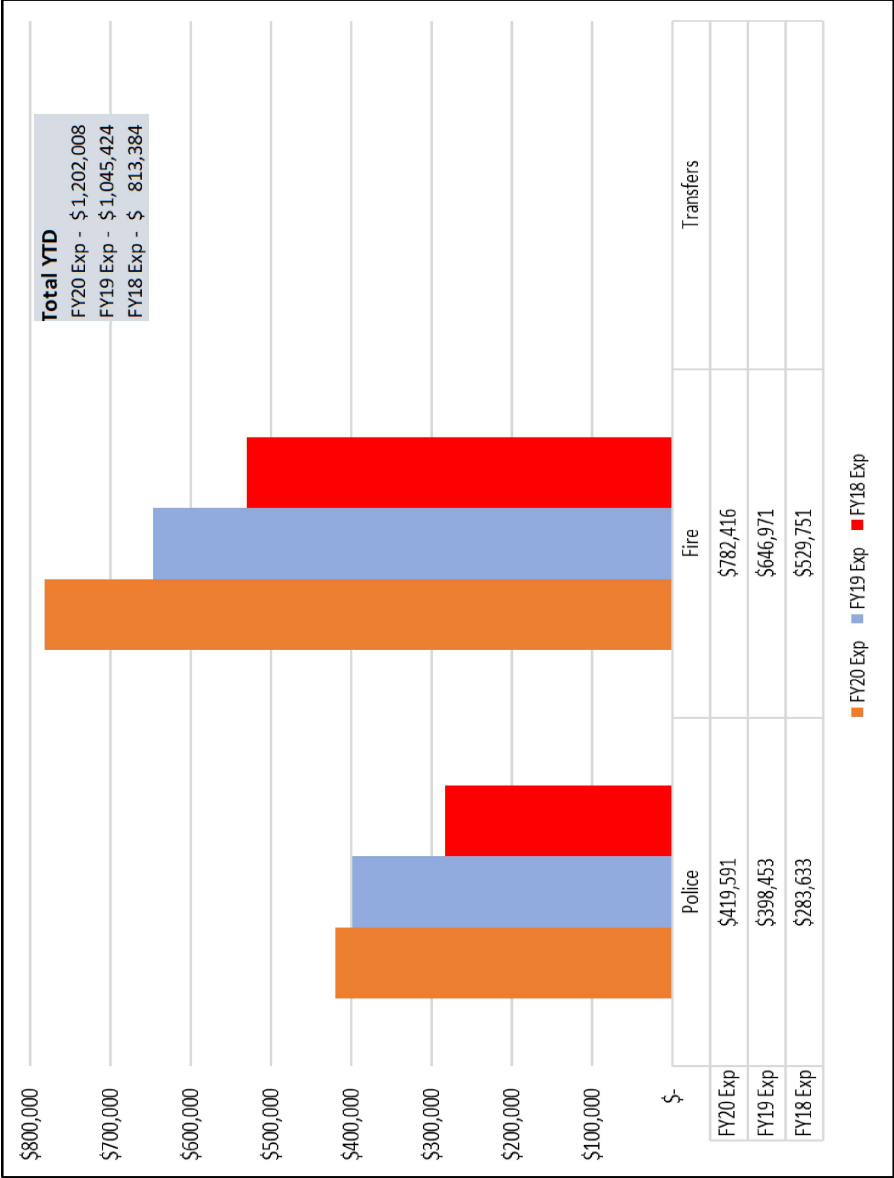
- ▲ General Government includes City Clerk, Finance, and Organizational Expenses
- ▲ Police includes Police, Animal Control and Dispatch
- ▲ Community Services includes Planning, Inspections and Code Enforcement
- ▲ Administration includes City Manager, City Attorney and Human Resources
- ▲ Non-Departmental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



Public Safety Personnel Fund Revenues as of JUNE 30TH, 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 JUNE 30TH, 2020

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

Glenpool Utility Services Authority

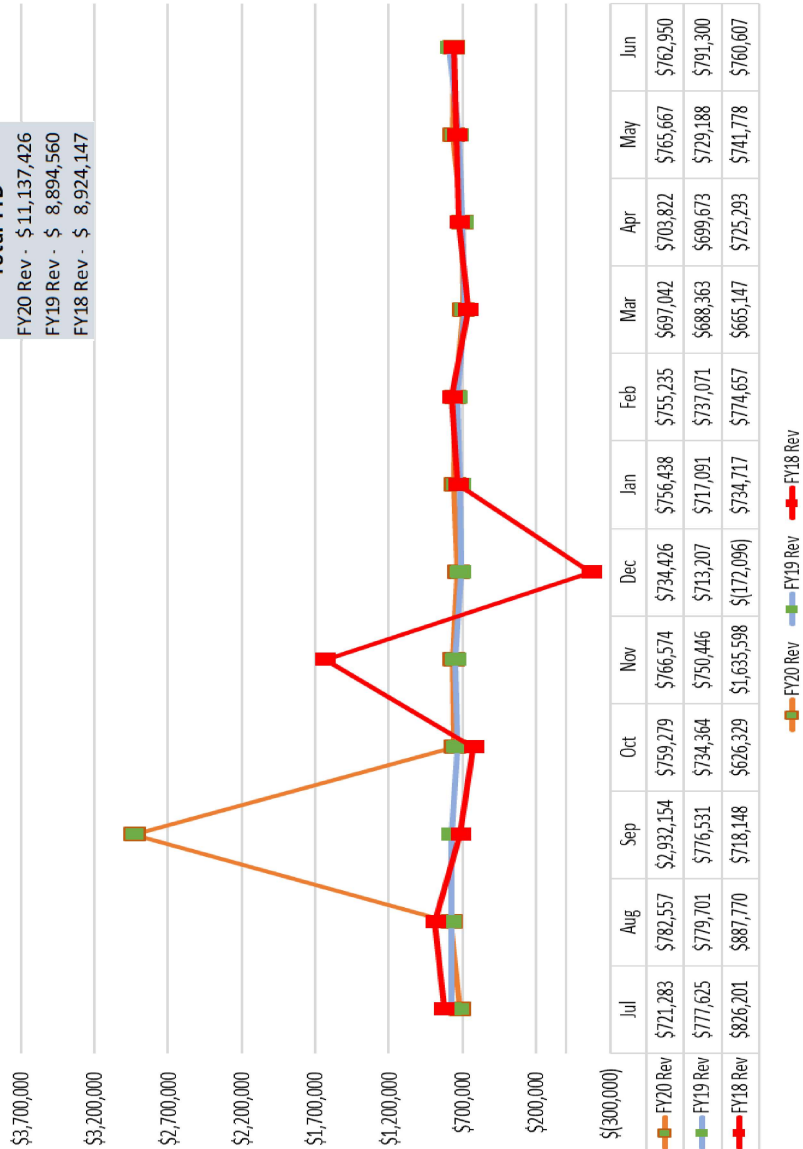
Revenues as of JUNE 30TH, 2020

25% INCREASE COMPARED TO PREVIOUS YTD

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

Total YTD

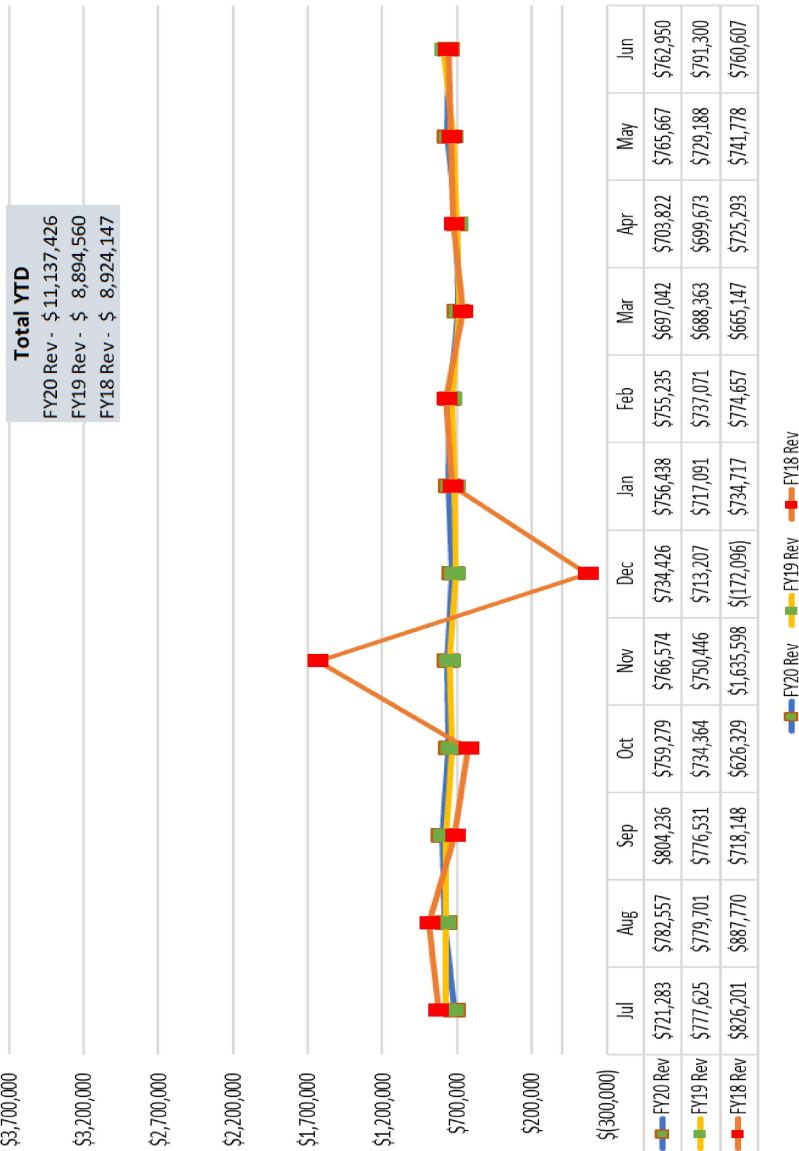
FY20 Rev - \$ 11,137,426
FY19 Rev - \$ 8,894,560
FY18 Rev - \$ 8,924,147



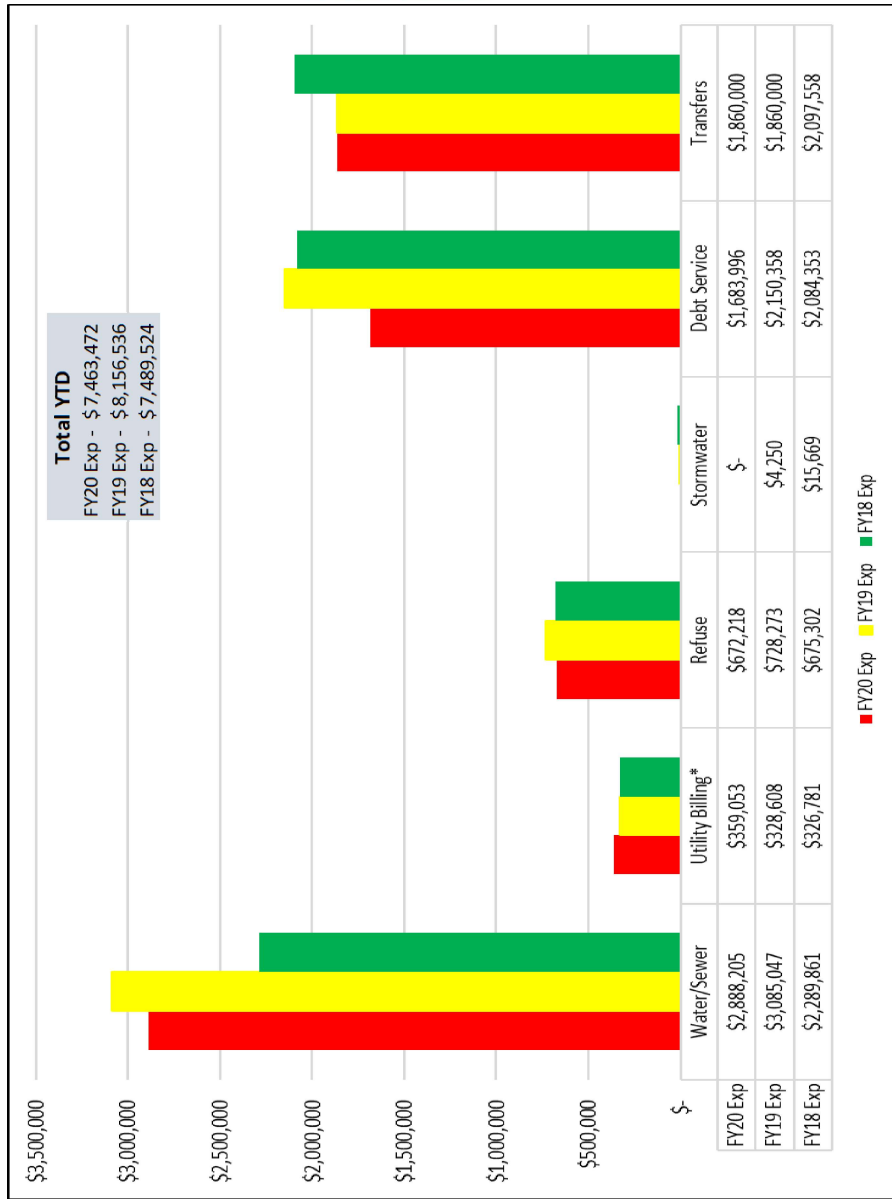
Glenpool Utility Services Authority Revenues as of JUNE 30TH, 2020

1.3% INCREASE
COMPARED TO
PREVIOUS YTD

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



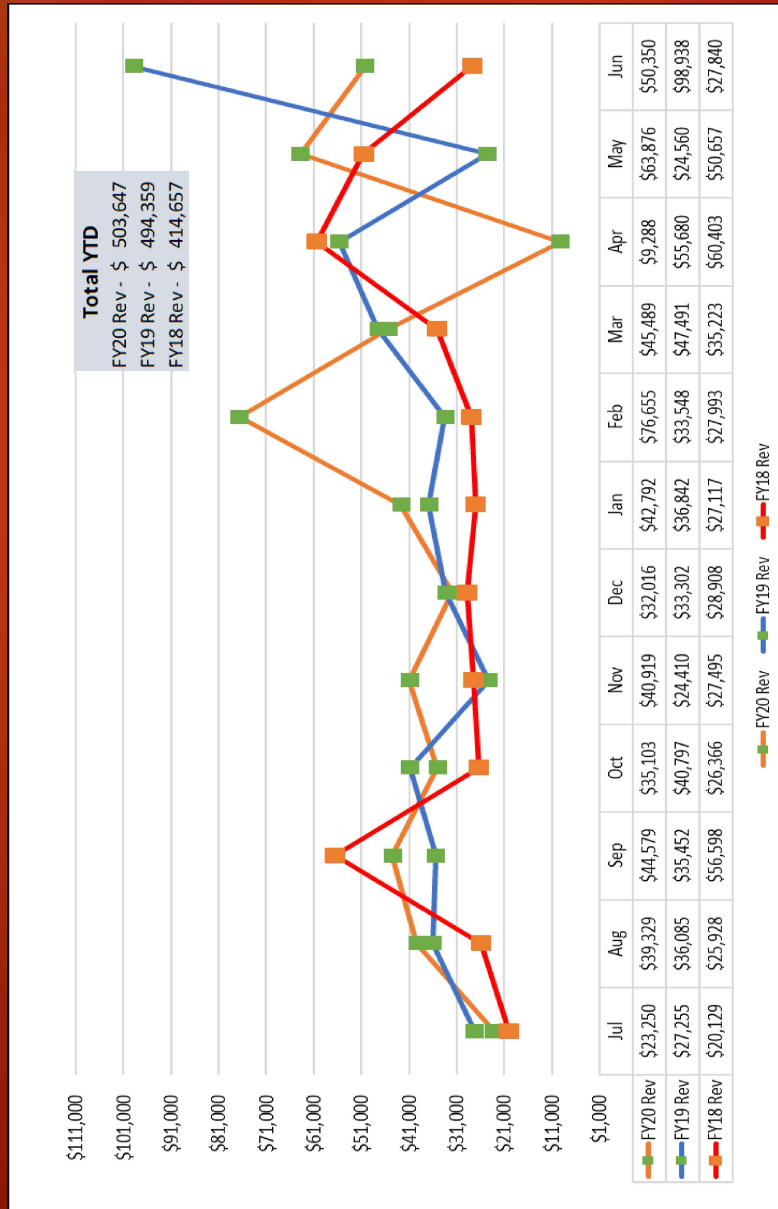
Glenpool Utility Services Authority Expenses as of JUNE 30TH , 2020



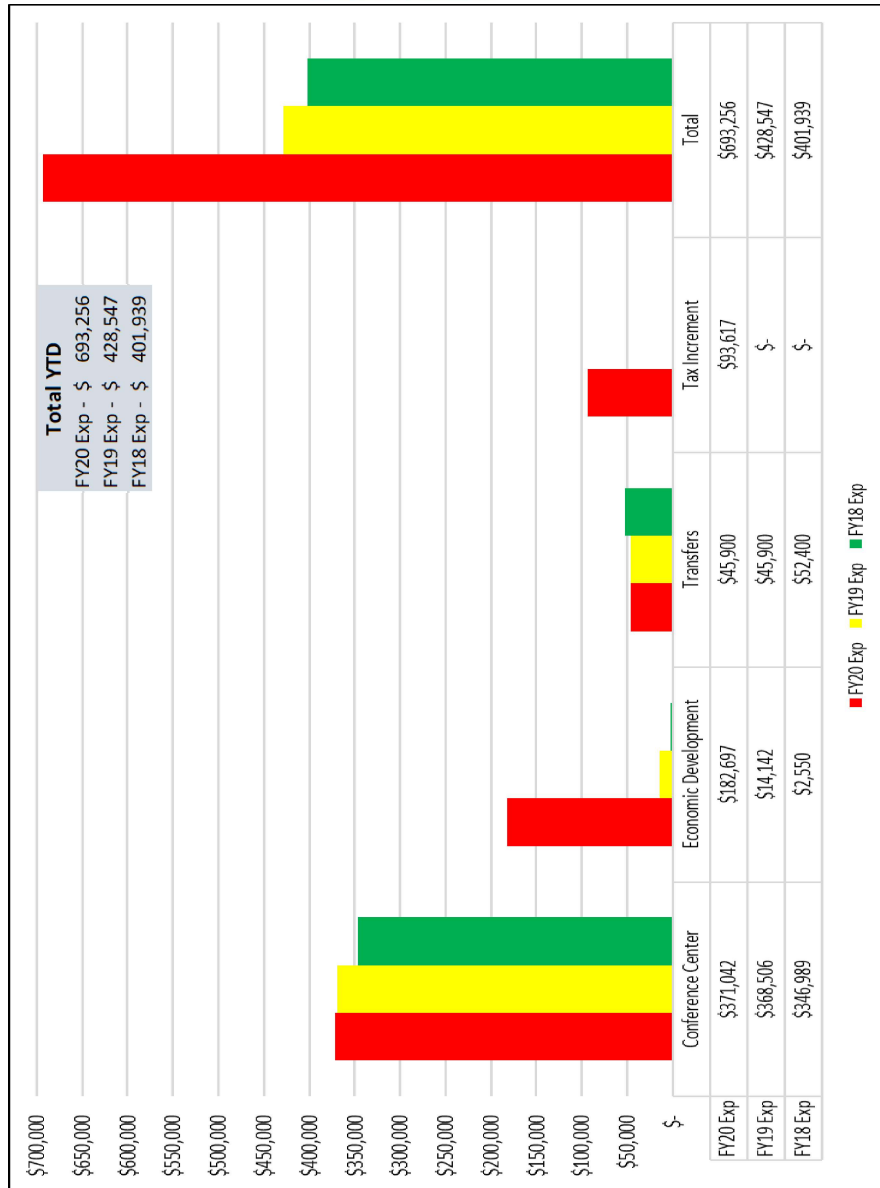
Glenpool Industrial Authority Revenues as of JUNE 30TH, 2020

2% INCREASE COMPARED TO PREVIOUS YTD

*FEB Increase due to TIF District

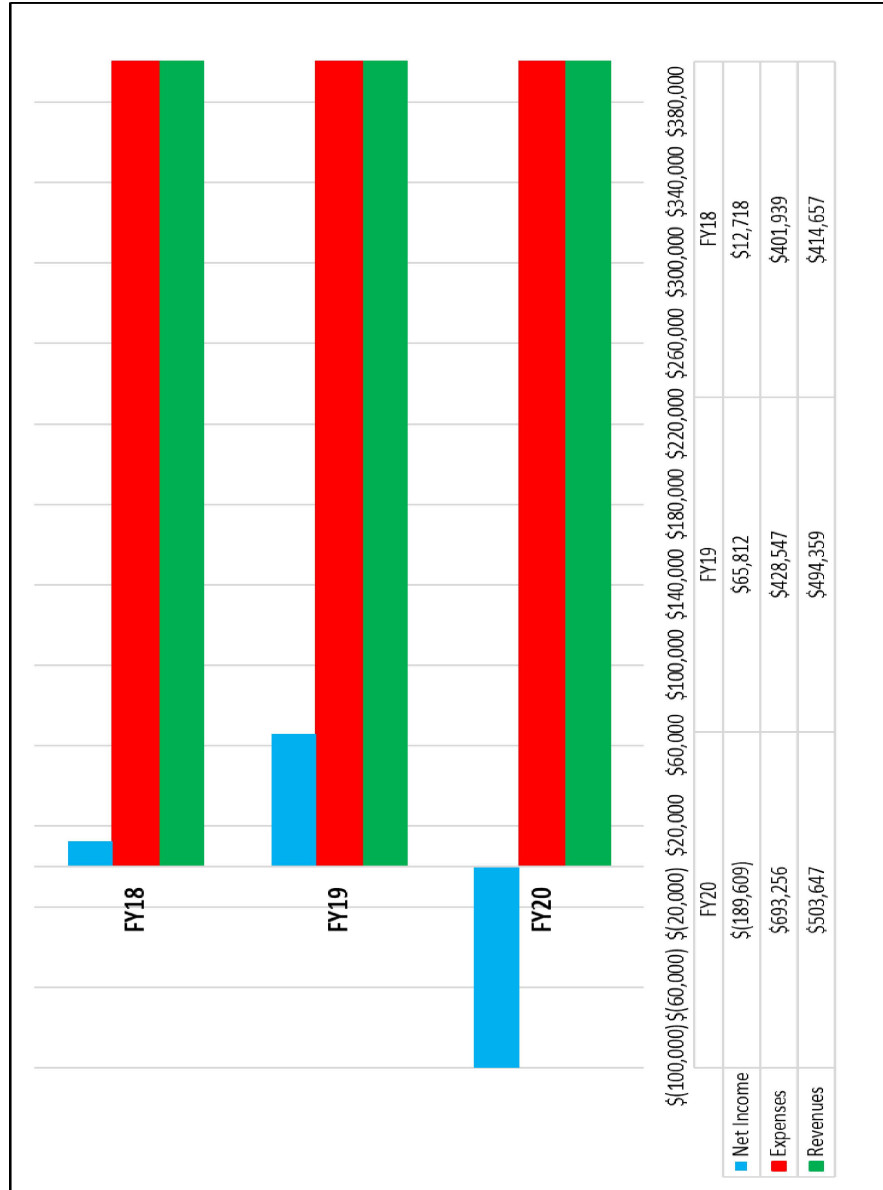


Glenpool Industrial Authority Expenses as of JUNE 30TH, 2020



Glenpool Industrial Authority Net Income as of JUNE 30TH, 2020

Negative net income due to COVID-19 and TIF passthrough payments



Proposition 1 (0.29%)		Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
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	559,422	1,309,422	767,508	
				\$ 11,672,837	\$ 586,706	\$ 12,259,543	\$ 2,870,446	

Proposition 2 (0.26%) 51										
Public Safety Radio System	C	\$	1,250,000	\$	35,079	\$	1,285,079	\$	1,285,079	
Police Vehicles	IP		3,000,000	-		3,000,000	451,483			
PD Mobile Computer System	IP		208,000	32,565		240,565	131,634			
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	\$	2,915,677
Total Props 1 and 2										
			\$	22,220,837	\$	654,350	\$	22,875,187	\$	5,786,124
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: August 3, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

You were copied on our updated expectations and guidelines sent to employees on July 28th. There were not significant changes from the previous memo in regards to illness at work, but we did make some clarifications in that section and expanded/clarified our guidelines on an employee who has a positive test or who has been exposed to someone with a positive test. We also updated our telework expectations for employees who may need to work from home.

We have had some employees who have been quarantined because of exposures to the virus, but we do not have anyone who has tested positive among City Staff. Also, we do not have anyone currently work from home as a result of the virus.

I have updated the monthly charts graphing daily hospitalizations, infections and deaths as well as trend lines. After a few weeks of trending down locally, Glenpool's cases of infections are now rising (as of July 29th).

Finally, I have included two presentations that Secretary Mike Mazzei used at the INCOG General Assembly on CARES Funding and how it is being used by the State.

Warrior Road

We are working closely with the contractor on this project to do everything in our power to get the project done prior to school starting on the 13th. With teachers reporting on the 10th we would like to have the project completed prior to that date. Although the rain has slowed the project the last few days, the current schedule calls for everything to be done by the 7th of August. We are communicating with Superintendent Olansen regularly now that school is getting closer to starting.

Sale Tax Renewal

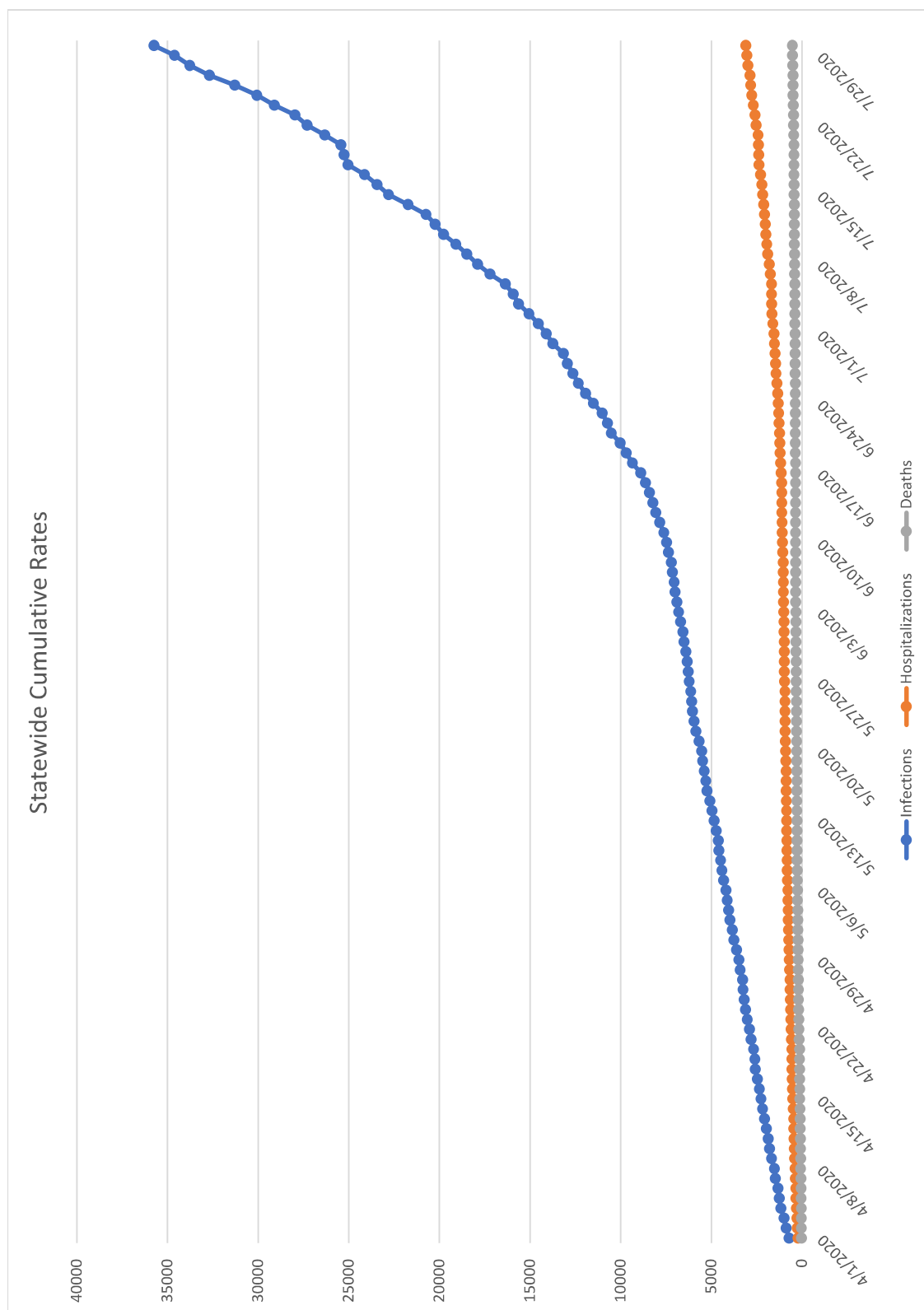
We continue to put out new informational videos to the public and promote the upcoming August 25th vote. We will have a second flyer come out with the water bills this month and have one more public hearing scheduled on Facebook for August 6th at 6:30 PM.

Open Positions

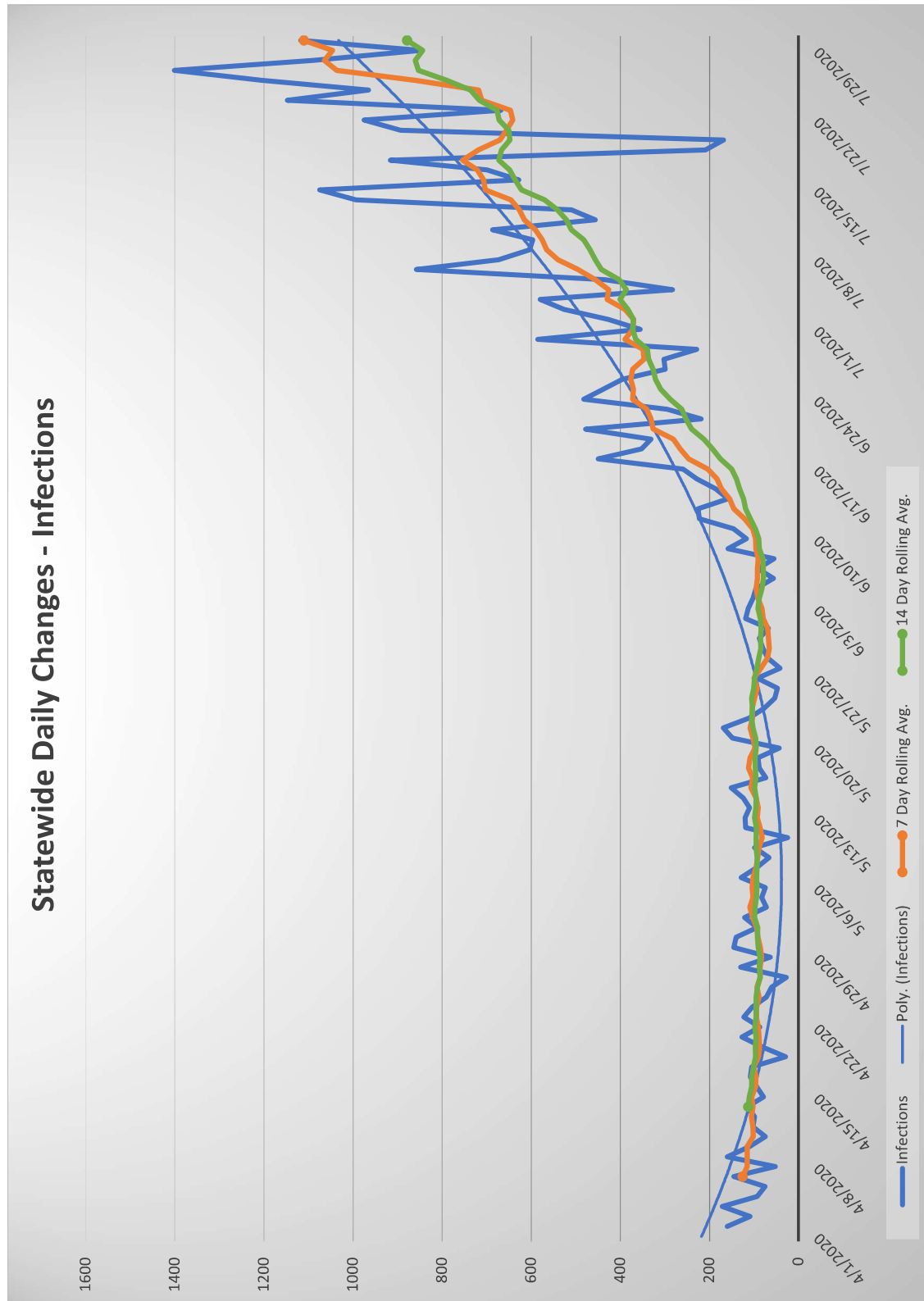
We have filled both of our open positions in Community Development. Gerald Gilbert is our new Director of Planning and Development and Joel Huff is our new Building Official. Both have tremendous experience in the public and private sector in their respective fields and bring a wealth of knowledge and professionalism to the City. We believe both Gerald and Joel will help us continue to improve our service levels to the public and our customers.

Upcoming Events

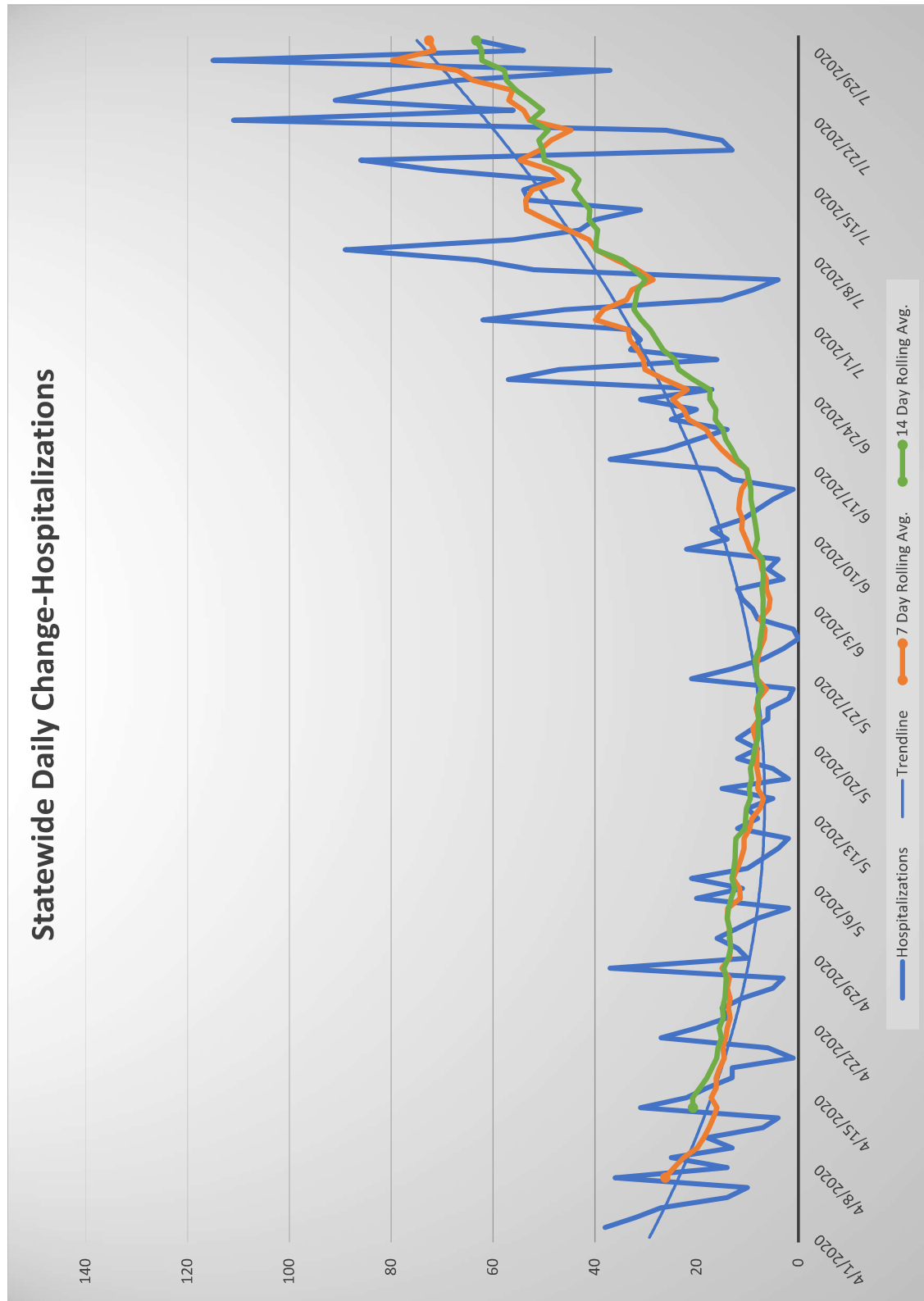
- Public Information Meeting on 1-Penny Sales Tax Renewal – August 6th @ 6:30pm, FB Live
- Sales Tax Renewal Vote – August 25th



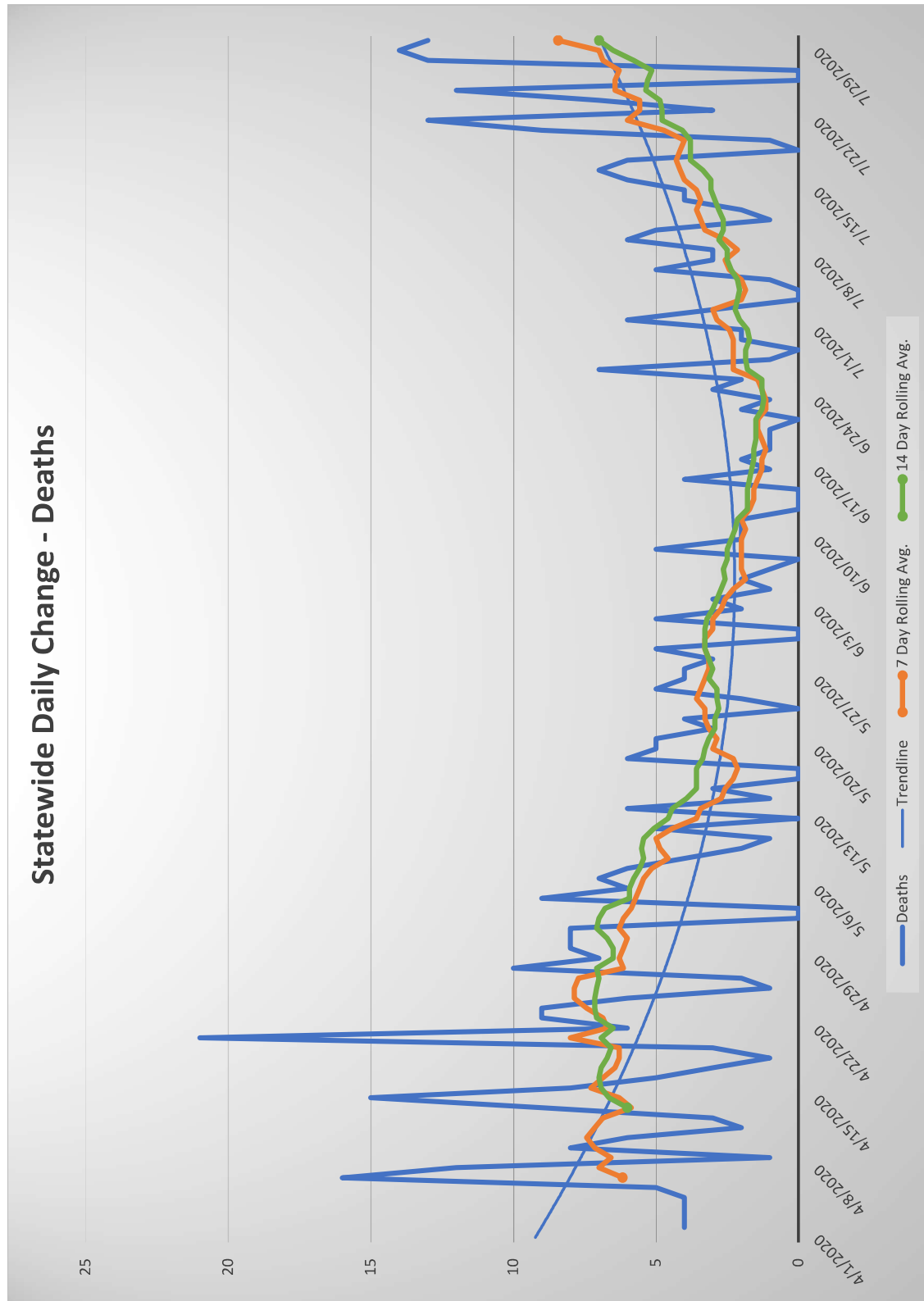
Statewide Daily Changes - Infections

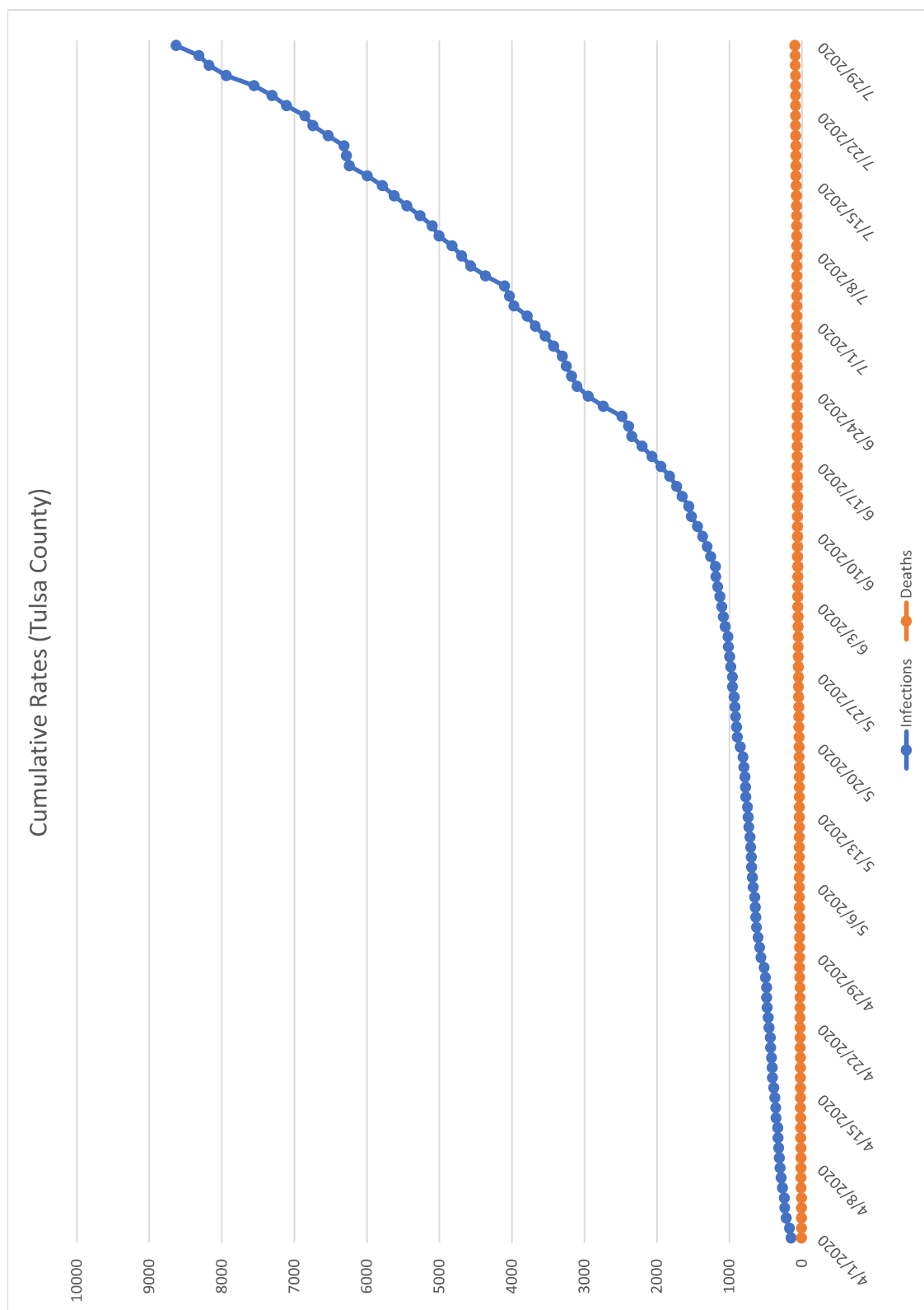


Statewide Daily Change-Hospitalizations

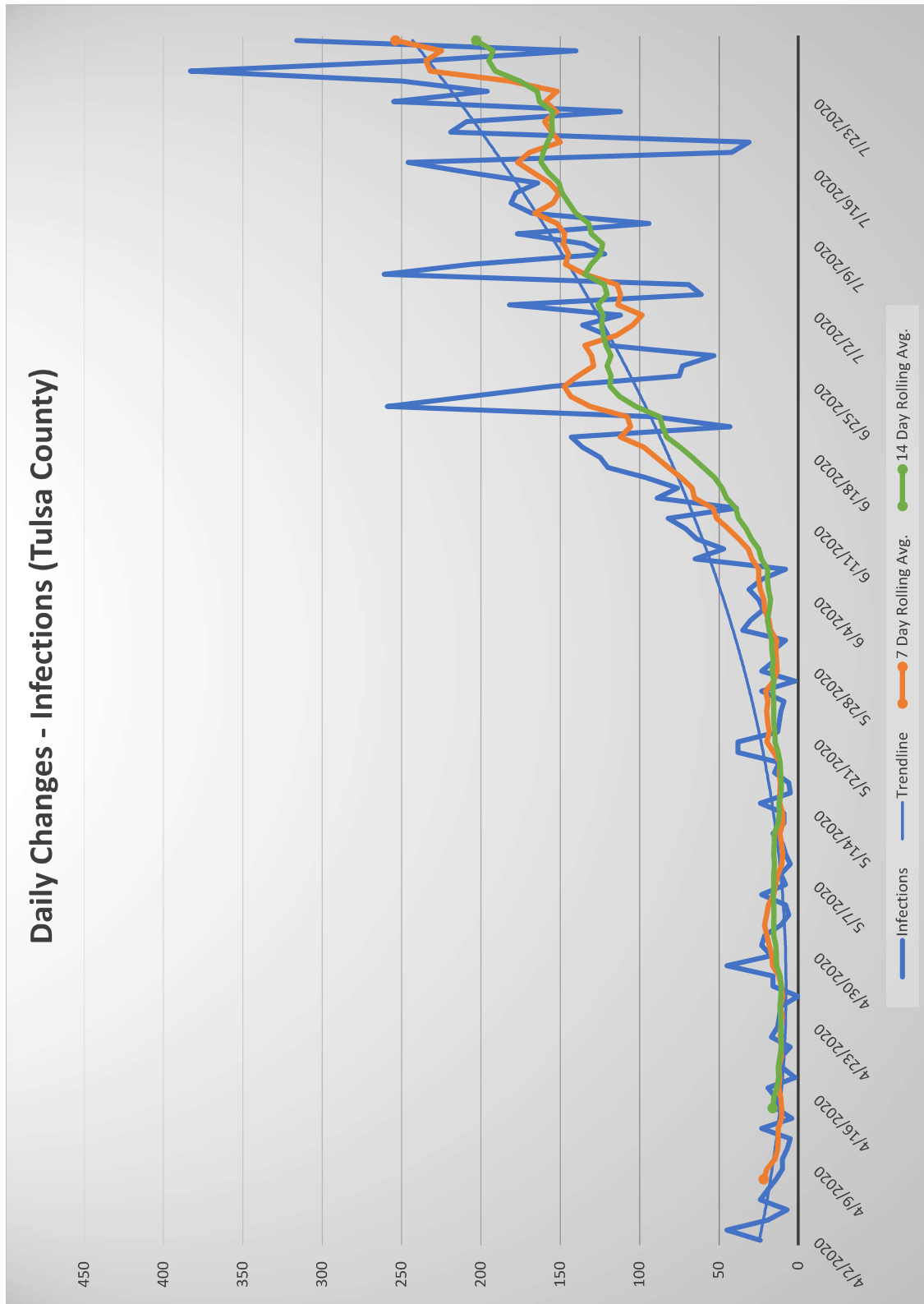


Statewide Daily Change - Deaths

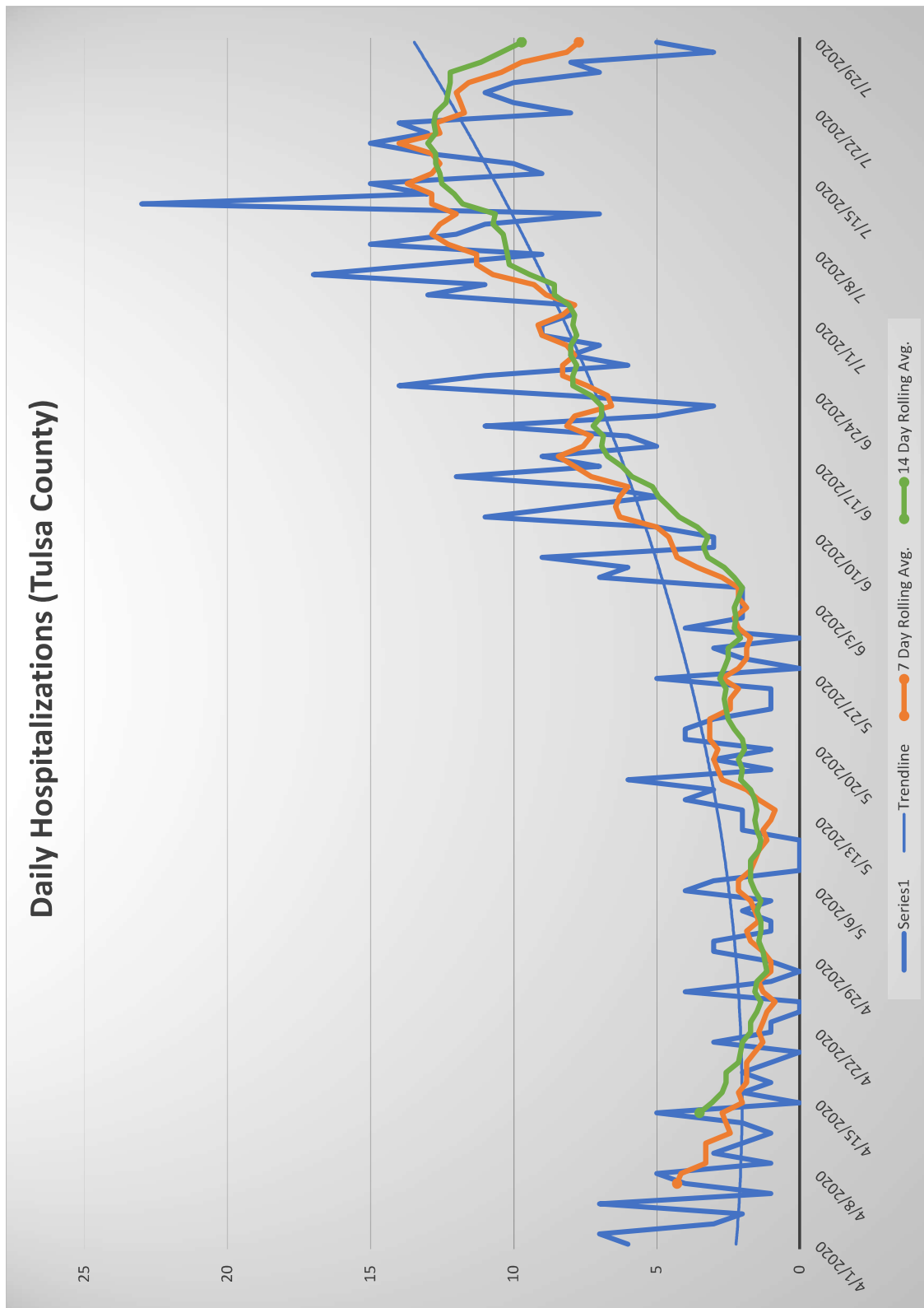




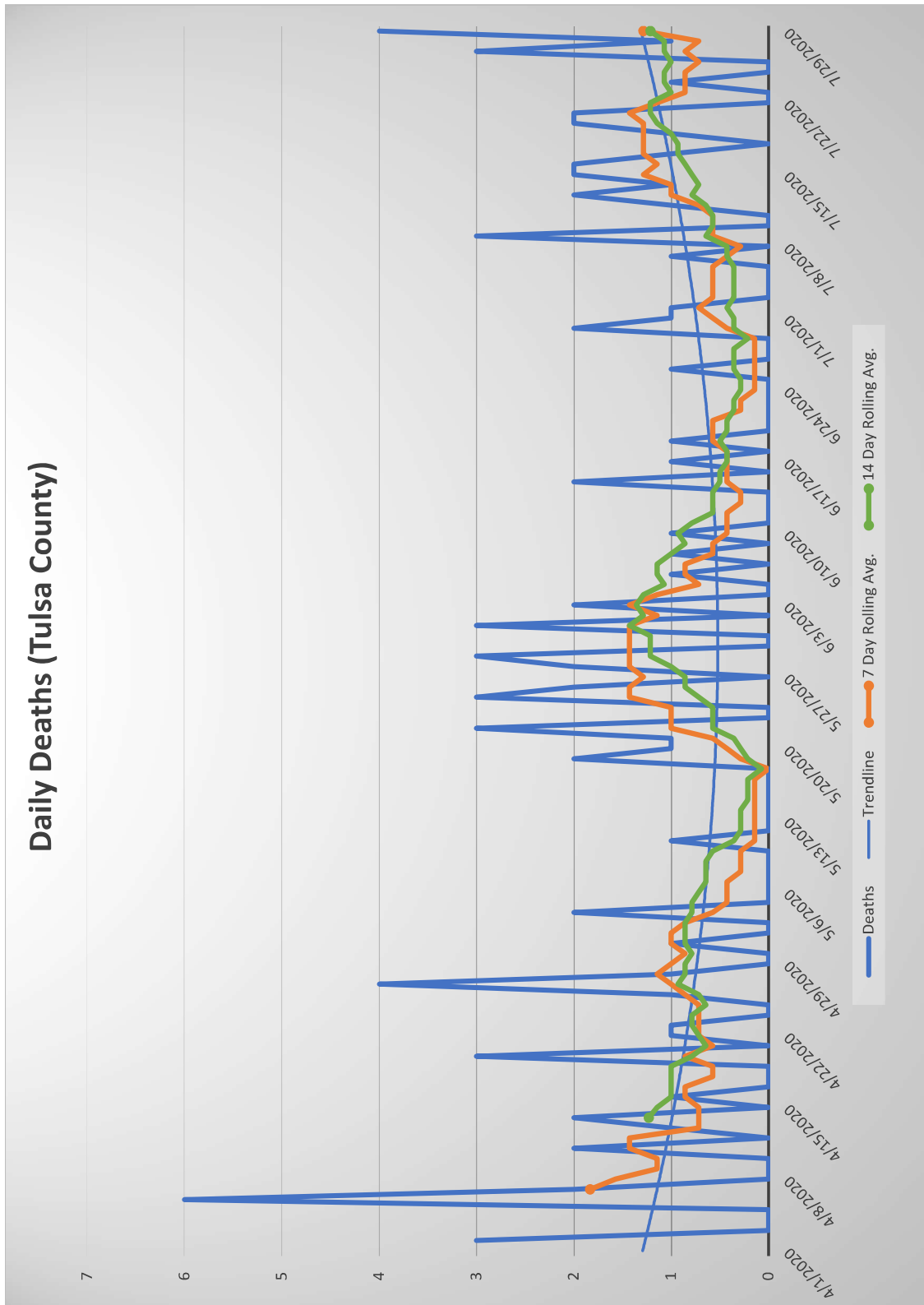
Daily Changes - Infections (Tulsa County)



Daily Hospitalizations (Tulsa County)



Daily Deaths (Tulsa County)



State of Oklahoma

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	Hospitalizations	Deaths		Infections	Hospitalizations	Deaths		Infections	Hospitalizations	Deaths		Infections	Hospitalizations	Deaths	
4/1/2020	719	219	30													
4/2/2020	879	257	34	160	38	4										
4/3/2020	988	289	38	109	32	4										
4/4/2020	1159	316	42	171	27	4										
4/5/2020	1252	330	46	93	14	4										
4/6/2020	1327	340	51	75	10	5										
4/7/2020	1472	376	67	145	36	16										
4/8/2020	1524	390	79	52	14	12			115.00	24.43	7.00					
4/9/2020	1684	415	80	160	25	1			115.00	22.57	6.57					
4/10/2020	1794	428	88	110	13	8			115.14	19.86	7.14					
4/11/2020	1868	446	94	74	18	6			101.29	18.57	7.43					
4/12/2020	1970	453	96	102	7	2			102.57	17.57	7.14					
4/13/2020	2069	457	99	99	4	3			106.00	16.71	6.86					
4/14/2020	2184	488	108	115	31	9			101.71	16.00	5.86					
4/15/2020	2263	510	123	79	22	15			105.57	17.14	6.29	110.29	20.79	19.36	6.64	
4/16/2020	2357	528	131	94	18	8			96.14	16.14	7.29	105.57	19.36	18.00	7.00	
4/17/2020	2465	541	136	108	13	5			95.86	16.14	6.86	105.50	18.00	17.00	6.93	
4/18/2020	2570	554	139	105	13	3			100.29	15.43	6.43	100.79	17.00	16.07	6.71	
4/19/2020	2599	555	140	29	1	1			89.86	14.57	6.29	96.21	16.07	15.79	6.57	
4/20/2020	2680	561	143	81	6	3			87.29	14.86	6.29	96.64	15.79	15.14	6.93	
4/21/2020	2807	588	164	127	27	21			89.00	14.29	8.00	95.36	15.14	15.57	6.50	
4/22/2020	2894	608	170	87	20	6			90.14	14.00	6.71	97.86	15.57	14.79	7.07	
4/23/2020	3017	622	179	123	14	9			94.29	13.43	6.86	95.21	14.79	14.33	7.14	
4/24/2020	3121	637	188	104	15	6			93.71	13.71	7.43	94.79	14.93	14.43	7.07	
4/25/2020	3193	648	194	72	11	1			89.00	13.43	7.86	94.64	14.43	14.29	7.07	
4/26/2020	3253	653	195	60	5	1			93.43	14.00	7.86	91.64	14.29	14.29	7.07	
4/27/2020	3280	656	197	3280	27	3			13.57	86.50	7.71	85.71	14.21	14.21	7.00	
4/28/2020	3410	693	207	130	37	10			86.14	15.00	6.14	87.57	14.64	14.64	7.07	
4/29/2020	3473	703	214	63	10	7			82.71	13.57	6.29	86.43	13.79	13.79	6.50	
4/30/2020	3618	715	222	145	12	8			85.86	13.29	6.14	90.07	13.36	13.36	6.50	
5/1/2020	3758	731	230	140	16	8			91.00	13.43	6.00	92.36	13.57	13.57	6.71	
5/2/2020	3851	743	238	93	12	8			94.00	13.57	6.29	91.50	13.50	13.50	7.07	
5/3/2020	3972	751	238	121	8	0			102.71	14.00	6.14	98.07	14.00	14.00	7.00	
5/4/2020	4044	753	238	72	2	0			109.14	13.86	5.86	97.43	13.71	13.71	6.79	
5/5/2020	4127	773	247	83	20	9			102.43	11.43	5.71	94.29	13.21	13.21	5.93	
5/6/2020	4201	784	253	74	11	6			104.00	11.57	5.57	93.36	12.57	12.57	5.93	
5/7/2020	4330	805	260	129	21	7			101.71	12.86	5.43	93.79	13.07	13.07	5.79	
5/8/2020	4424	815	266	94	10	6			95.14	12.00	5.14	93.07	12.71	12.71	5.57	
5/9/2020	4490	822	270	66	7	4			91.29	11.29	4.57	92.64	12.43	12.43	5.43	
5/10/2020	4589	826	272	99	4	2			88.14	10.71	4.86	95.43	12.36	12.36	5.50	
5/11/2020	4613	828	273	24	2	1			81.29	10.71	5.00	95.21	12.29	12.29	5.43	
5/12/2020	4732	840	278	119	12	5			86.43	9.57	4.43	94.43	10.50	10.50	5.07	
5/13/2020	4852	848	278	120	8	0			93.00	9.14	3.57	98.50	10.36	10.36	4.57	
5/14/2020	4962	858	284	110	10	6			90.29	7.57	3.43	96.00	10.21	10.21	4.43	
5/15/2020	5086	863	285	124	5	1			94.57	6.86	2.71	94.86	9.43	9.43	3.93	
5/16/2020	5237	878	288	151	15	3			106.71	8.00	2.57	99.00	9.64	9.64	3.57	
5/17/2020	5310	880	288	73	2	0			103.00	7.71	2.29	95.57	9.21	9.21	3.57	
5/18/2020	5398	885	288	88	5	0			112.14	8.14	2.14	96.71	9.43	9.43	3.57	
5/19/2020	5489	897	294	91	12	6			108.14	8.14	2.29	97.29	8.86	8.86	3.36	
5/20/2020	5532	905	299	43	8	5			97.14	8.14	3.00	95.07	8.64	8.64	3.29	
5/21/2020	5680	917	304	148	12	5			102.57	8.43	2.86	96.43	8.00	8.00	3.14	

5/22/2020	5849	926	307	169	9	3	109.00	9.00	3.14	101.79	7.93	2.93
5/23/2020	5960	932	311	111	6	4	103.29	7.71	3.29	105.00	7.86	2.93
5/24/2020	6037	938	311	77	6	0	103.86	8.29	3.29	103.43	8.00	2.79
5/25/2020	6090	940	313	53	2	2	98.86	7.86	3.57	105.50	8.00	2.86
5/26/2020	6137	941	318	47	1	5	92.57	6.29	3.43	100.36	7.21	2.86
5/27/2020	6229	962	322	92	21	4	99.57	8.14	3.29	98.36	8.14	3.14
5/28/2020	6270	975	326	41	13	4	84.29	8.29	3.14	93.43	8.36	3.00
5/29/2020	6338	982	329	68	7	3	69.86	8.00	3.14	89.43	8.50	3.14
5/30/2020	6418	985	334	80	3	5	65.43	7.57	3.29	84.36	7.64	3.29
5/31/2020	6506	985	334	88	0	0	67.00	6.71	3.29	85.43	7.50	3.29
6/1/2020	6573	986	334	67	1	0	69.00	6.57	3.00	83.93	7.21	3.29
6/2/2020	6692	994	339	119	8	5	79.29	7.57	3.00	85.93	6.93	3.21
6/3/2020	6805	1003	341	113	9	2	82.29	5.86	2.71	90.93	7.00	3.00
6/4/2020	6907	1014	344	102	11	3	91.00	5.57	2.57	87.64	6.93	2.86
6/5/2020	7003	1026	345	96	12	1	95.00	6.29	2.29	82.43	7.14	2.71
6/6/2020	7059	1029	347	56	3	2	91.57	6.29	1.86	78.50	6.93	2.57
6/7/2020	7150	1035	348	91	6	1	92.00	7.14	2.00	79.50	6.93	2.64
6/8/2020	7205	1039	348	55	4	0	90.29	7.57	2.00	79.64	7.07	2.50
6/9/2020	7363	1061	353	158	22	5	95.86	9.57	2.00	87.57	8.57	2.50
6/10/2020	7480	1075	355	117	14	2	96.43	10.29	2.00	89.36	8.07	2.36
6/11/2020	7626	1092	357	146	17	2	102.71	11.14	1.86	96.86	8.36	2.21
6/12/2020	7848	1103	359	222	11	2	120.71	11.00	2.00	107.86	8.64	2.14
6/13/2020	8073	1111	359	225	8	0	144.86	11.71	1.71	118.21	9.00	1.79
6/14/2020	8231	1116	359	158	5	0	154.43	11.57	1.57	123.21	9.36	1.79
6/15/2020	8417	1117	359	186	1	0	173.14	11.14	1.57	131.71	9.36	1.79
6/16/2020	8645	1130	363	228	13	4	183.14	9.86	1.43	139.50	9.71	1.71
6/17/2020	8904	1146	364	259	16	1	203.43	10.14	1.29	149.93	10.21	1.64
6/18/2020	9354	1183	366	450	37	2	246.86	13.00	1.29	174.79	12.07	1.57
6/19/2020	9706	1209	367	352	26	1	265.43	15.14	1.14	193.07	13.07	1.57
6/20/2020	10037	1229	368	331	20	1	280.57	16.86	1.29	212.71	14.29	1.50
6/21/2020	10515	1243	369	478	14	1	326.29	18.14	1.43	240.36	14.86	1.50
6/22/2020	10733	1268	369	218	25	0	330.86	21.57	1.43	252.00	16.36	1.50
6/23/2020	11028	1288	371	295	20	2	340.43	22.57	1.14	261.79	16.21	1.29
6/24/2020	11510	1319	372	482	31	1	372.29	24.71	1.14	287.86	17.43	1.21
6/25/2020	11948	1336	375	438	17	3	370.57	21.86	1.29	308.71	17.43	1.29
6/26/2020	12343	1393	377	395	57	2	376.71	26.29	1.43	321.07	20.71	1.29
6/27/2020	12642	1440	384	299	47	7	372.14	30.14	2.29	326.36	23.50	1.79
6/28/2020	12944	1456	385	302	16	1	347.00	30.43	2.29	336.64	24.29	1.86
6/29/2020	13172	1489	385	228	33	0	348.43	31.57	2.29	339.64	26.57	1.86
6/30/2020	13571	1520	387	585	31	2	389.86	33.14	2.29	365.14	27.86	1.71
7/1/2020	14112	1553	389	355	33	2	371.71	33.43	2.43	372.00	29.07	1.79
7/2/2020	14539	1615	395	427	62	6	370.14	39.86	2.86	370.36	30.86	2.07
7/3/2020	15065	1661	398	526	46	3	388.86	38.29	3.00	382.79	32.29	2.21
7/4/2020	15645	1676	398	580	15	0	429.00	33.71	2.00	400.57	31.93	2.14
7/5/2020	15928	1685	398	283	9	0	426.29	32.71	1.86	386.64	31.57	2.07
7/6/2020	16362	1689	399	434	4	1	455.71	28.57	2.00	402.07	30.07	2.14
7/7/2020	17220	1741	404	858	52	5	494.71	31.57	2.43	442.29	32.36	2.36
7/8/2020	17893	1804	407	673	63	3	540.14	35.86	2.57	455.93	34.64	2.50
7/9/2020	18496	1893	410	603	89	3	565.29	39.71	2.14	467.71	39.79	2.50
7/10/2020	19092	1949	416	596	56	6	575.29	41.14	2.57	482.07	39.71	2.79
7/11/2020	19779	1992	421	687	43	5	590.57	45.14	3.29	509.79	39.43	2.64
7/12/2020	20235	2032	422	456	40	1	615.29	49.57	3.43	520.79	41.14	2.64
7/13/2020	20745	2063	424	510	31	2	626.14	53.43	3.57	540.93	41.00	2.79
7/14/2020	21738	2116	428	993	53	4	645.43	53.57	3.43	570.07	42.57	2.93

7/15/2020	22813	2170	432	1075	54	4	702.86	52.29	3.57	621.50	44.07	3.07
7/16/2020	23441	2218	438	628	48	6	706.43	46.43	4.00	635.86	43.07	3.07
7/17/2020	24140	2289	445	699	71	7	721.14	48.57	4.14	648.21	44.86	3.36
7/18/2020	25056	2375	451	916	86	6	753.86	54.71	4.29	672.21	49.93	3.79
7/19/2020	25265	2388	451	209	13	0	718.57	50.86	4.14	666.93	50.21	3.79
7/20/2020	25433	2403	452	168	15	1	669.71	48.57	4.00	647.93	51.00	3.79
7/21/2020	26326	2429	461	893	26	9	655.43	44.71	4.71	650.43	49.14	4.07
7/22/2020	27301	2540	474	975	111	13	641.14	52.86	6.00	672.00	52.57	4.79
7/23/2020	27969	2596	477	668	56	3	646.86	54.00	5.57	676.64	50.21	4.79
7/24/2020	29116	2687	484	1147	91	7	710.86	56.86	5.57	716.00	52.71	4.86
7/25/2020	30081	2768	496	965	81	12	717.86	56.14	6.43	735.86	55.43	5.36
7/26/2020	31285	2835	496	1204	67	0	860.00	63.86	6.43	789.29	57.36	5.29
7/27/2020	32686	2872	496	1401	37	0	1036.14	67.00	6.29	852.93	57.79	5.14
7/28/2020	33775	2987	509	1089	115	13	1064.14	79.71	6.86	859.79	62.21	5.79
7/29/2020	34623	3041	523	848	54	14	1046.00	71.57	7.00	843.57	62.21	6.50
7/30/2020	35740	3104	536	1117	63	13	1110.14	72.57	8.43	878.50	63.29	7.00
7/31/2020				-35740	-3104	-536	-4159.43	-383.86	-69.14	-1724.29	-163.50	-31.79

Tulsa County

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	*Hospitalizations	Deaths	Infections	*Hospitalization	Deaths	Infections	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Deaths
4/1/2020	151		5		6											
4/2/2020	175		8	24	7	3										
4/3/2020	220		8	220	45	3	0									
4/4/2020	239		8	19	2	0										
4/5/2020	246		8	7	7	0										
4/6/2020	270		14	24	1	6										
4/7/2020	289		16	19	4	2										
4/8/2020	303		16	14	5	0	21.71	4.14	21.71	4.14	1.57					
4/9/2020	313		16	10	1	0	19.71	3.29	19.71	3.29	1.14					
4/10/2020	323		16	10	3	0	14.71	3.29	14.71	3.29	1.14					
4/11/2020	330		18	330	7	2	13.00	3.29	13.00	3.29	1.43					
4/12/2020	335		18	5	1	0	12.71	2.43	12.71	2.43	1.43					
4/13/2020	358		19	23	2	1	12.57	2.57	12.57	2.57	0.71					
4/14/2020	362		21	4	5	2	10.43	2.71	10.43	2.71	0.71					
4/15/2020	376		21	14	0	0	10.43	2.00	10.43	2.00	0.71	16.07	3.07	1.14		
4/16/2020	390		22	14	2	1	11.00	2.14	11.00	2.14	0.86	15.36	2.71	1.00		
4/17/2020	409		22	19	1	0	12.29	1.86	12.29	1.86	0.86	13.50	2.57	1.00		
4/18/2020	411		22	2	2	0	11.57	1.86	11.57	1.86	0.57	12.29	2.57	1.00		
4/19/2020	421		22	10	1	0	12.29	1.86	12.29	1.86	0.57	12.50	2.14	1.00		
4/20/2020	432		25	11	0	3	10.57	1.57	10.57	1.57	0.86	11.57	2.07	0.79		
4/21/2020	437		25	5	3	0	10.71	1.29	10.71	1.29	0.57	10.57	2.00	0.64		
4/22/2020	454		26	17	1	1	11.14	1.43	11.14	1.43	0.71	10.79	1.71	0.71		
4/23/2020	467		27	13	1	1	11.00	1.29	11.00	1.29	0.71	11.00	1.71	0.79		
4/24/2020	479		27	12	0	0	10.00	1.14	10.00	1.14	0.71	11.14	1.50	0.79		
4/25/2020	490		27	11	0	0	11.29	0.86	11.29	0.86	0.71	11.43	1.36	0.64		
4/26/2020	490		28	0	4	1	9.86	1.29	9.86	1.29	0.86	11.07	1.57	0.71		
4/27/2020	506		32	16	1	4	10.57	1.43	10.57	1.43	1.00	10.57	1.50	0.93		
4/28/2020	522		33	16	0	0	12.14	1.00	12.14	1.00	1.14	11.43	1.14	0.86		
4/29/2020	567		33	45	1	0	16.14		16.14		1.00	13.64		0.86		
4/30/2020	584		33	17	3	0	16.71	1.29	16.71	1.29	0.86	13.86	1.29	0.79		
5/1/2020	607		34	23	3	1	18.29	1.71	18.29	1.71	1.00	14.14	1.43	0.86		
5/2/2020	628		34	21	1	0	19.71	1.86	19.71	1.86	1.00	15.50	1.36	0.86		
5/3/2020	639		34	11	1	0	21.29	1.43	21.29	1.43	0.86	15.57	1.36	0.86		
5/4/2020	645		36	6	2	2	19.86	1.57	19.86	1.57	0.57	15.21	1.50	0.79		
5/5/2020	653		36	8	1	0	18.71	1.71	18.71	1.71	0.43	15.43	1.36	0.79		
5/6/2020	676		36	23	4	0	15.57	2.14	15.57	2.14	0.43	15.86	1.57	0.71		
5/7/2020	684		36	8	3	0	14.29	2.14	14.29	2.14	0.43	15.50	1.71	0.64		
5/8/2020	695		36	11	0	0	12.57	1.71	12.57	1.71	0.29	15.43	1.71	0.64		
5/9/2020	700		36	5	0	0	10.29	1.57	10.29	1.57	0.29	15.00	1.71	0.64		
5/10/2020	708		36	8	0	0	9.86	1.43	9.86	1.43	0.29	15.57	1.43	0.57		
5/11/2020	718		37	10	0	1	10.43	1.14	10.43	1.14	0.14	15.14	1.36	0.36		
5/12/2020	734		37	16	2	0	11.57	1.29	11.57	1.29	0.14	15.14	1.50	0.29		
5/13/2020	743		37	9	2	0	9.57	1.00	9.57	1.00	0.14	12.57	1.50	0.29		
5/14/2020	752		37	9	2	0	9.71	0.86	9.71	0.86	0.14	12.00	1.50	0.29		
5/15/2020	776		37	24	4	0	11.57	1.43	11.57	1.43	0.14	12.07	1.57	0.21		
5/16/2020	781		37	5	3	0	11.57	1.86	11.57	1.86	0.14	10.93	1.71	0.21		
5/17/2020	787		37	6	6	0	11.29	2.71	11.29	2.71	0.14	10.57	2.07	0.21		

5/18/2020	802		37	15	1	0	0	12.00	2.86	0.00	11.21	2.00	0.07
5/19/2020	814		39	12	3	2	2	11.43	3.00	0.29	11.50	2.14	0.21
5/20/2020	852		40	38	1	1	1	15.57	2.86	0.43	12.57	1.93	0.29
5/21/2020	890		41	38	4	1	1	19.71	3.14	0.57	14.71	2.00	0.36
5/22/2020	903		44	13	4	3	3	18.14	3.14	1.00	14.86	2.29	0.57
5/23/2020	915		44	12	3	0	0	19.14	3.14	1.00	15.36	2.50	0.57
5/24/2020	926		44	11	1	0	0	19.86	2.43	1.00	15.57	2.57	0.57
5/25/2020	935		47	9	1	3	3	19.00	2.43	1.43	15.50	2.64	0.71
5/26/2020	958		49	23	1	2	2	20.57	2.14	1.43	16.00	2.57	0.86
5/27/2020	960		49	2	5	0	0	15.43	2.71	1.29	15.50	2.79	0.86
5/28/2020	983		51	23	0	2	2	13.29	2.14	1.43	16.50	2.64	1.00
5/29/2020	998		54	15	2	3	3	13.57	1.86	1.43	15.86	2.50	1.21
5/30/2020	1014		54	16	3	0	0	14.14	1.86	1.43	16.64	2.50	1.21
5/31/2020	1022		54	8	0	0	0	13.71	1.71	1.43	16.79	2.07	1.21
6/1/2020	1057		57	35	4	3	3	17.43	2.14	1.43	18.21	2.29	1.43
6/2/2020	1087		57	30	2	0	0	18.43	2.29	1.14	19.50	2.21	1.29
6/3/2020	1109		59	22	2	2	2	21.29	1.86	1.43	18.36	2.29	1.36
6/4/2020	1134		59	25	2	0	0	21.57	2.14	1.14	17.43	2.14	1.29
6/5/2020	1165		59	31	2	0	0	23.86	2.14	0.71	18.71	2.00	1.07
6/6/2020	1188		60	23	7	1	1	24.86	2.71	0.86	19.50	2.29	1.14
6/7/2020	1196		60	8	6	0	0	24.86	3.57	0.86	19.29	2.64	1.14
6/8/2020	1261		61	65	9	1	1	29.14	4.29	0.57	23.29	3.21	1.00
6/9/2020	1308		61	47	3	0	0	31.57	4.43	0.57	25.00	3.36	0.86
6/10/2020	1372		62	64	3	1	1	37.57	4.57	0.43	29.43	3.21	0.93
6/11/2020	1443		62	71	5	0	0	44.14	5.00	0.43	32.86	3.57	0.79
6/12/2020	1525		62	82	11	0	0	51.43	6.29	0.43	37.64	4.21	0.57
6/13/2020	1564		62	39	8	0	0	53.71	6.43	0.29	39.29	4.57	0.57
6/14/2020	1653		62	89	5	0	0	65.29	6.29	0.29	45.07	4.93	0.57
6/15/2020	1729		64	76	7	2	2	66.86	6.00	0.43	48.00	5.14	0.50
6/16/2020	1825		64	96	12	0	0	73.86	7.29	0.43	52.71	5.86	0.50
6/17/2020	1945		65	120	7	1	1	81.86	7.86	0.43	59.71	6.21	0.43
6/18/2020	2070		65	125	9	0	0	89.57	8.43	0.43	66.86	6.71	0.43
6/19/2020	2206		66	136	5	1	1	97.29	7.57	0.57	74.36	6.93	0.50
6/20/2020	2349		66	143	6	0	0	112.14	7.29	0.57	82.93	6.86	0.43
6/21/2020	2392		66	43	11	0	0	105.57	8.14	0.57	85.43	7.21	0.43
6/22/2020	2483		66	91	5	0	0	107.71	7.86	0.29	87.29	6.93	0.36
6/23/2020	2742		66	259	3	0	0	131.00	6.57	0.29	102.43	6.93	0.36
6/24/2020	2949		66	207	8	0	0	143.43	6.71	0.14	112.64	7.29	0.29
6/25/2020	3103		66	154	14	0	0	147.57	7.43	0.14	118.57	7.93	0.29
6/26/2020	3178		67	75	11	1	1	138.86	8.29	0.14	118.07	7.93	0.36
6/27/2020	3251		67	73	6	0	0	128.86	8.29	0.14	120.50	7.79	0.36
6/28/2020	3304		67	53	8	0	0	130.29	7.86	0.14	117.93	8.00	0.36
6/29/2020	3424		67	120	7	0	0	134.43	8.14	0.14	121.07	8.00	0.21
6/30/2020	3544		69	120	9	2	2	114.57	9.00	0.43	122.79	7.79	0.36
7/1/2020	3680		70	136	9	1	1	104.43	9.14	0.57	123.93	7.93	0.36
7/2/2020	3792		71	112	8	1	1	98.43	8.29	0.71	123.00	7.86	0.43
7/3/2020	3974		71	182	8	0	0	113.71	7.86	0.57	126.29	8.07	0.36
7/4/2020	4035		71	61	13	0	0	112.00	8.86	0.57	120.43	8.57	0.36
7/5/2020	4104		71	69	11	0	0	114.29	9.29	0.57	122.29	8.57	0.36
7/6/2020	4365		71	261	17	0	0	134.43	10.71	0.57	134.43	9.43	0.36
7/7/2020	4571		72	206	13	1	1	146.71	11.29	0.43	130.64	10.14	0.43

7/8/2020	4693		72	122	9	0	144.71	11.29	0.29	124.57	10.21	0.43
7/9/2020	4828		75	135	15	3	148.00	12.29	0.57	123.21	10.29	0.64
7/10/2020	5005		75	177	12	0	147.29	12.86	0.57	130.50	10.36	0.57
7/11/2020	5099		75	94	11	0	152.00	12.57	0.57	132.00	10.71	0.57
7/12/2020	5267		76	168	7	1	166.14	12.00	0.71	140.21	10.64	0.64
7/13/2020	5448		78	181	23	2	154.71	12.86	1.00	144.57	11.79	0.79
7/14/2020	5626		79	178	13	1	150.71	12.86	1.00	148.71	12.07	0.71
7/15/2020	5790		81	164	15	2	156.71	13.71	1.29	150.71	12.50	0.79
7/16/2020	5997		83	207	9	2	167.00	12.86	1.14	157.50	12.57	0.86
7/17/2020	6243		84	246	10	1	176.86	12.57	1.29	162.07	12.71	0.93
7/18/2020	6285		84	42	13	0	169.43	12.86	1.29	160.71	12.71	0.93
7/19/2020	6316		85	31	15	1	149.86	14.00	1.29	158.00	13.00	1.00
7/20/2020	6535		87	219	13	2	155.29	12.57	1.29	155.00	12.71	1.14
7/21/2020	6744		89	209	14	2	159.71	12.71	1.43	155.21	12.79	1.21
7/22/2020	6856		89	112	8	0	152.29	11.71	1.14	154.50	12.71	1.21
7/23/2020	7111		89	255	10	0	159.14	11.86	0.86	163.07	12.36	1.00
7/24/2020	7307		90	196	11	1	152.00	12.00	0.86	164.43	12.29	1.07
7/25/2020	7557		90	250	10	0	181.71	11.57	0.86	175.57	12.21	1.07
7/26/2020	7940		90	383	7	0	232.00	10.43	0.71	190.93	12.21	1.00
7/27/2020	8177		93	237	8	3	234.57	9.71	0.86	194.93	11.14	1.07
7/28/2020	8317		94	140	3	1	224.71	8.14	0.71	192.21	10.43	1.07
7/29/2020	8633		98	316	5	4	253.86	7.71	1.29	203.07	9.71	1.21
7/30/2020						-98	253.67	7.33	-12.71	202.77	9.77	-5.93
7/31/2020						0	265.20	6.60	-12.86	199.17	9.75	-6.00

*Tulsa County Hospital reporting does not contain cumulative data.

**Tulsa Hospital data entered weekly. Latest data ends on 7/29/20.

Glenpool

	Cumulative				Daily Change			Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	Recovered	Deaths	Infections	Recovered	Deaths	Infections	Recovered	Deaths	Infections	Recovered	Deaths	Infections	Recovered	Deaths
4/1/2020	3			3											
4/7/2020	11		0	8											
4/14/2020	13		0	2											
4/21/2020	14		0	1											
5/12/2020	18		0	4											
5/19/2020	19		0	1											
6/2/2020	20		0	1											
6/9/2020	29		0	9											
6/16/2020	50		0	21											
6/23/2020	95		0	45											
6/30/2020	120		0	25											
7/7/2020	149		0	29											
7/14/2020	174		0	25											
7/21/2020	190		0	16											
7/29/2020	225	186	0	35											
7/30/2020	230	190	0	5	4	0									
7/31/2020															
8/1/2020															
8/2/2020															
8/3/2020															
8/4/2020															
8/5/2020															
8/6/2020															
8/7/2020															
8/8/2020															
8/9/2020															
8/10/2020															
8/11/2020															
8/12/2020															
8/13/2020															
8/14/2020															
8/15/2020															

April 1st total included the numbers for all of March.
Totals prior to 7/29/2020 are weekly totals as reported by the TCCHD. There were weeks on their spreadsheet that did not have totals on it, but I was told that only two cases were missing from the total.
The TCCHD did not send recovered totals with their data.
Totals starting on 07/29/2020 are gathered daily as reported on the OKSDH website.

DRAFT Subject to Revision

CARES FORWARD

INCOG General Assembly | July 28, 2020



CARES FORWARD: MISSION



Funding Opportunities:

Our mission is to maximize all federal dollars available for State agencies and local governments to rebuild and recover during this unprecedented time and to maintain the integrity of Oklahoma's \$1.2 billion in Coronavirus Relief Funds (CRF) for COVID-19 related expenses, emergencies, and pandemic preparedness.



Rebuilding the Workforce:

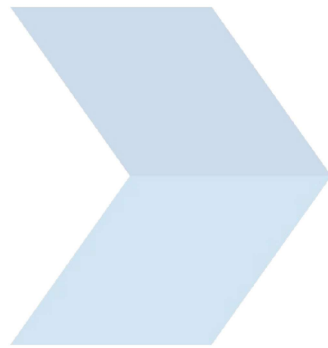
Following guidance from the U.S. Treasury, the State will distribute grants to assist in rebooting Oklahoma's job creators that were affected by the presence of COVID-19.



Accelerating Recovery from Damages:

Leveraging a new platform, the State will fulfill reimbursements and get federal funds into communities of need as quickly as possible. The State will seek to minimize risks by working in coordination with accounting experts to ensure compliance of CRF distribution and reimbursements.

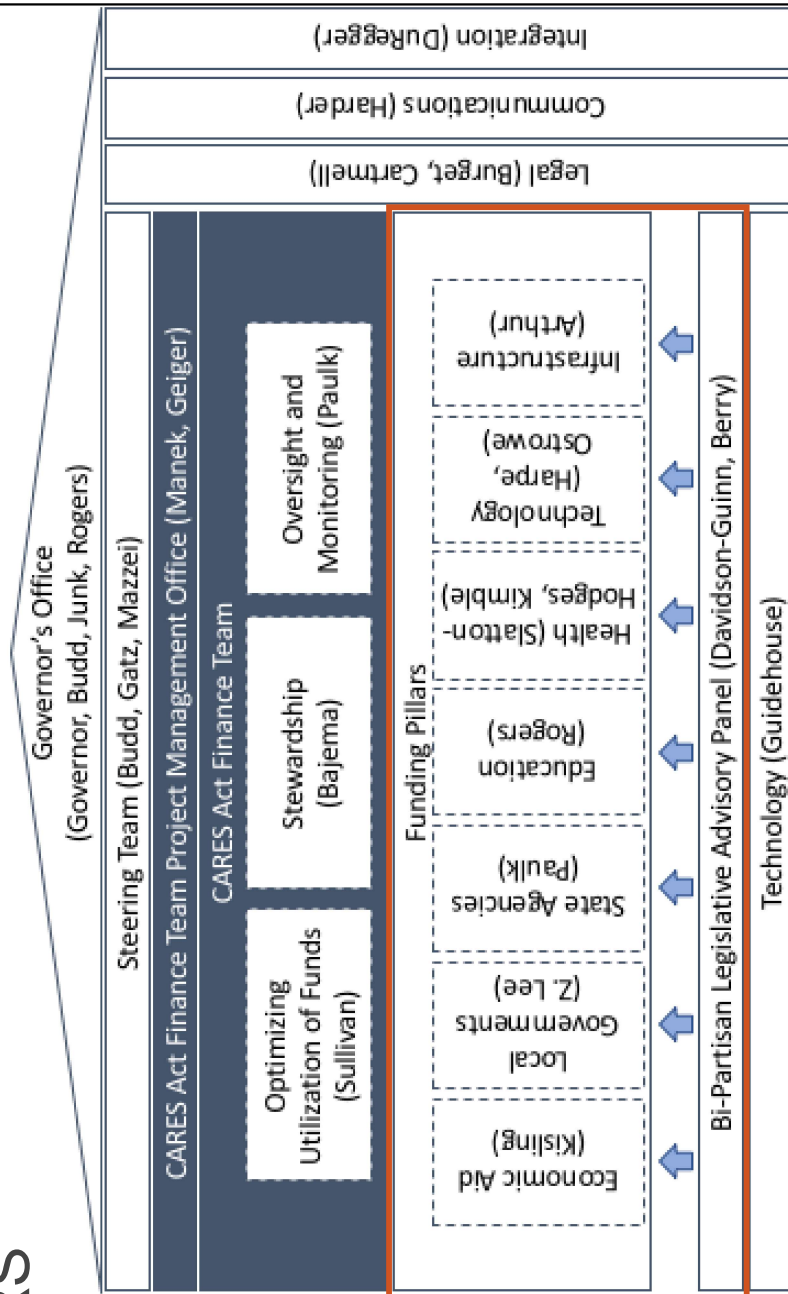
CARES FORWARD: FUNDING PILLARS



Seeking funding ideas in areas of:

- Economic aid
- Education
- Health, Mental Health
- Technology
- Infrastructure

CARES FORWARD | Legislature Briefing | June 3, 2020



Long Term Care Facilities

CRF Approved Project

\$35 million in grants to enhance infectious disease prevention and mitigation at more than 304 nursing homes and long term care facilities across the State:

- Minimum of \$15,000 for purposes of retaining an infection preventionist
- \$1,000 per direct care staff FTE to assist with accommodations in communal living to reduce COVID presence
- **Awards will be capped at \$100,000**

Rental Assistance *CRF Approved Project*

\$10 million in grants to non-profits that are administering and mitigating eviction filing deferments for individuals impacted by the pandemic.

Individual and families will be capped at \$3,600 in eviction mitigation.

Statistics related to evictions:

- Eastern Oklahoma's 211 calls for rental assistance have increased by over 900%
- In a recent review of the pending eviction cases not covered by the CARES Act in Tulsa County, 75% of them had not had a previous eviction filed.

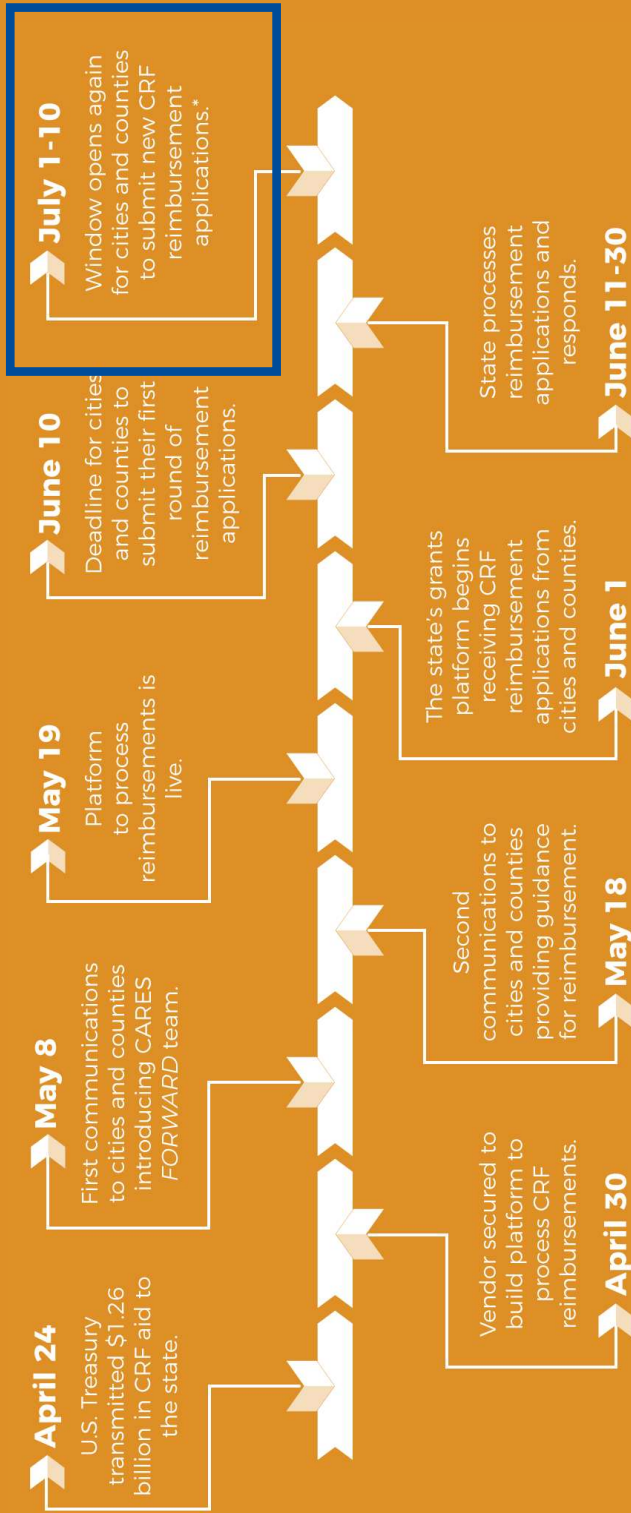
DRAFT Subject to Revision

CARES FORWARD

Legislature Advisory Group | July 15, 2020



Update on Timeline of City, County Reimbursements



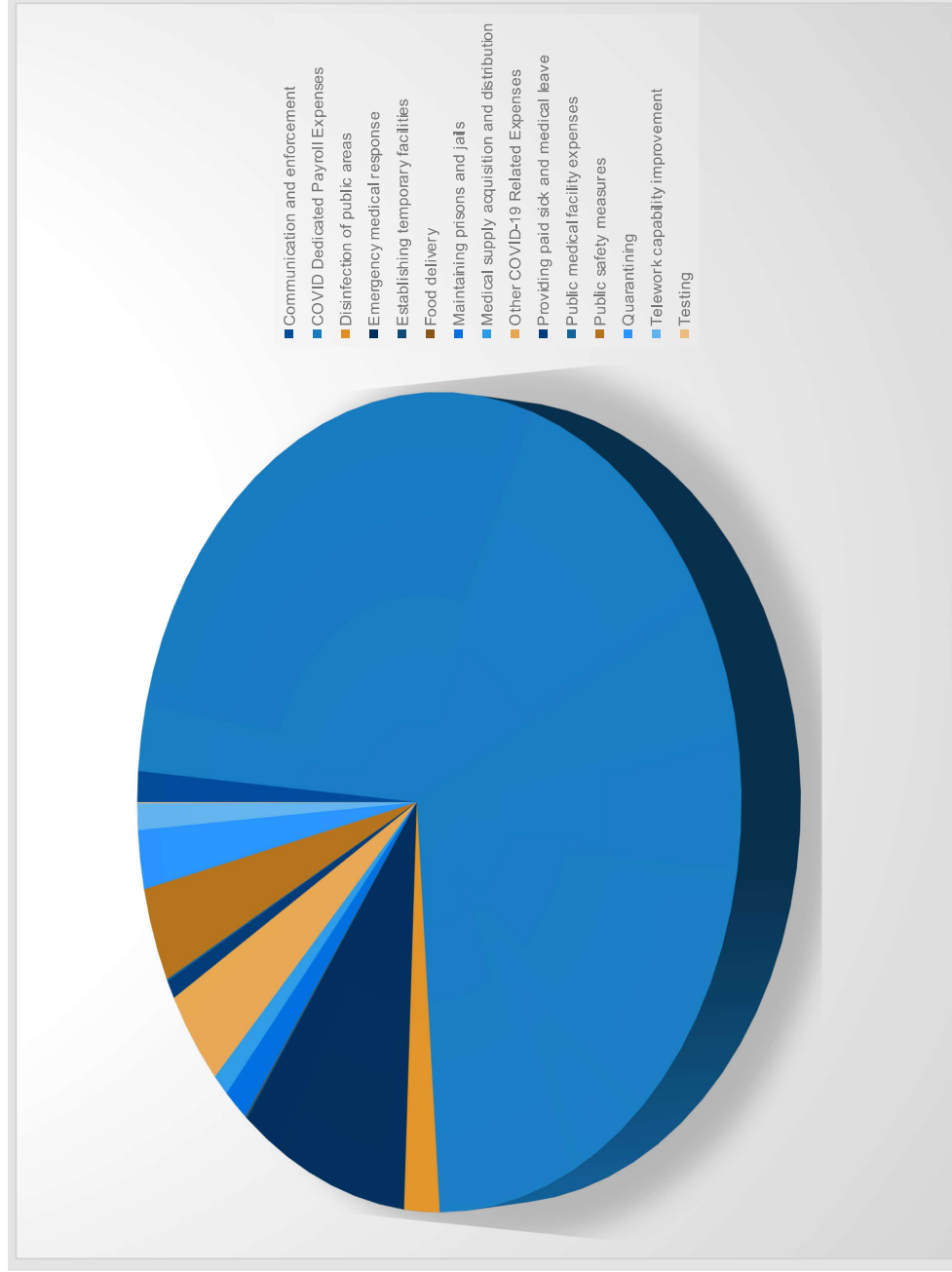
Cities and Counties can submit reimbursements during the first 10 days of every month.

Cities and Counties CRF Reimbursement Update:

Amount paid:
\$5,565,859.17

Amount approved & in the process of being paid:
\$986,041.14

Amount under review:
\$26,265,228.66



Cities and Counties that have received CRF funds to date:

City of Ponca City	Payne County	Coalgate	City of Bixby	Muskogee County
City of McAlester	Pittsburg County	Choctaw County	Hughes County	City of Frederick
Norman	Owasso	City of El Reno	Watonga	Latimer County
Hugo	City of Tahlequah	City of Muskogee	Mannford	Eakly
Cleveland County	Guthrie	City of Sallisaw	City of Cherokee	Town of Sperry
Comanche County	City of Anadarko	Ada	Town of Medicine Park	City of Edmond
Wagoner County	Pontotoc County	Custer County	City of Harrah	Marlow
Coweta	City of Woodward	Pryor Creek	City of Eufaula	City of Okmulgee
City of Lawton	City of Tonkawa	Perkins	Hardesty	Okfuskee County
City of Claremore	Rogers County	City of Broken Bow	City of Clinton	Lahoma
Fort Towson				

State Agency CARES Act Update

CARES FORWARD is currently distributing reimbursements to agencies for requests filed in the month of June. At the time of this slide, \$67.5 million has been delivered with an additional \$24.2 million being processed for a **total of \$91.7 million committed in State agency CRF reimbursements to date.**

July reimbursement requests were due by close of business on Wednesday, July 15.

The total CARES funds currently committed to State agencies = \$226.4M

This number calculates in CRF reimbursements + Economic Support Projects, like Oklahoma Business Relief Program at Commerce.

CARES Act State Agency Spend to Date: \$226,400,086.49



Business Relief Proposal

In Phase 1, there were approximately 2,570 submissions in 25 hours with \$51.8 million in relief funds requested

- 2501 total applications submitted.
- 2112 of the 2501 were approved for payment by COB Friday.
- 15 application were denied.
- 374 applications have additional issues that need resolved before they can be funded.
- 136 lenders will be receiving payments to be distributed to Oklahoma businesses
- 24 of those lenders started receiving payments Thursday.
- 90 lenders started receiving payments Friday.
- 22 lenders will be submitted for payment Monday.
- 24% of all applications submitted were minority owned.

In Phase 2, there were approximately 2,750 submissions in 1 hour with \$51.7 million in relief funds requested.

CRF ECONOMIC GRANTS *to State Agencies to date:*

Health Department

- \$35 million to support long term care facilities
- \$4.2 million for mobile testing units
- \$50 million for testing and contact tracing

OMES

- \$500,000 for State employee online classes
- \$1 million for Healthy Workplace design
- \$600,000 for HVAC modernization

Department of Public Safety

- \$1.25 million for answering point software
- \$1.7 million for radio system expansion
- \$1.5 million for records management system

Department of Corrections

- \$500,000 for infrared thermometers/scanners
- \$250,000 for digital education system for inmates
- \$250,000 for audio/video equipment for virtual hearings
- \$250,000 for mobil kiosk for employees

Oklahoma Employment Security Commission

- \$17 million for update OESC mainframe



MINUTES
Regular Meeting
Monday, July 20, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT: Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund
Brandon Kearns

COUNCIL ABSENT: Tim Fox

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin

- A) Call to Order - Momodou Ceesay, Vice Mayor**
Vice Mayor Ceesay called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Momodou Ceesay, Vice Mayor**
Wendy Knight called the roll, Vice Mayor Ceesay declared a quorum present.
- C) Invocation – Jason Cowan, Assistant Pastor, Faith Church**
David Tillotson gave the invocation in Mr. Cowan's absence.
- D) Pledge of Allegiance – Momodou Ceesay, Vice Mayor**
- E) City Manager Report – David Tillotson, City Manager**
[CM Report.07202020](#)
- F) Mayor Report**
There was no report from Vice Mayor Ceesay.
- G) Council Comments**
Councilor Kearns gave an update regarding a Glenpool High School student

that was badly injured in an accident. He said she is still in ICU, and asked that everyone keep her and her family in their prayers. Her parents are very involved in the community and school system.

Councilor Kearns also reminded everyone that school is scheduled to start August 13.

Councilor Lund said that there are two national wrestling tournaments now scheduled in Oklahoma, and one will be at the Titan Sports and Performance Center in Jenks on July 31, August 1 and August 2.

H) Public Comments

There were no public comments.

I) Scheduled Business

- 1) Discussion and possible action to approve minutes from July 6, 2020 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve the minutes as presented.

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

CARRIED.

[City Council Regular Meeting - 06 Jul 2020 - Minutes - Pdf](#)

- 2) Discussion and possible action to approve and formally receive Deed of Dedication of Storm Water Detention Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of *Blocks 1-3* of the *Scissortail* subdivision.
(Lynn Burrow, Director of Community Development)

Mr. Burrow presented and recommended Council approval of a Deed of Dedication of Storm Water Detention Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of *Blocks 1-3* of the *Scissortail* subdivision. The proposed dedication provides for a stormwater detention easement that will benefit the *Scissortail* subdivision and will be owned and maintained

by the Owner until such time as the last tract of the *Scissortail* subdivision is sold, at which time it will be transferred to the homeowners' association for *Blocks 1-3* and/or an owners' association for all of the Owner's property.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve and formally receive Deed of Dedication of Storm Water Detention Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of Blocks 1-3 of the Scissortail subdivision.

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

CARRIED.

[Staff Memo 072020](#)

[VICINITY MAP](#)

[\(A\) Scissortail - Storm Water Detention Easement \(003\)](#)

- 3) Discussion and possible action to approve and formally receive Deed of Dedication of Permanent Public Right-Of-Way and General Utility Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of *Blocks 1-3* of the *Scissortail* subdivision.

(Lynn Burrow, Director of Community Development)

Mr. Burrow presented and recommended Council approval of a Deed of Dedication of Permanent Public Right-Of-Way and General Utility Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of *Blocks 1-3* of the *Scissortail* subdivision. The proposed dedication provides a street connection from the southern edge of the final subdivision plat of *Scissortail* subdivision and the north right-of-way boundary of State Highway No. 67 (East 151st Street South). This dedication also provides a public easement for the installation of public and private franchise utility service facilities necessary to serve the *Scissortail* development.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve and formally receive Deed of Dedication of Permanent Public Right-Of-Way and General Utility Easement from Summit Properties Land Development 2019, LLC, in partial fulfillment of conditions to approve Final Plat of Blocks 1-3 of the Scissortail subdivision.

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

CARRIED.

(B) ROW Dedication (003)

- 4) Discussion and possible action to approve and formally receive Deed of Dedication from Kenneth Ball for street right-of-way and utility installation purposes.

(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of a Deed of Dedication from Kenneth Ball for street right-of-way and utility installation purposes. The proposed dedication covers a strip of property 30.00 feet in width along the subject property's frontage on South 26th West Avenue and provides for one half of the ultimate right of way required of a secondary collector type roadway and is a standard requirement on all lot split applications where property abuts an existing street of this nature lying outside of a platted subdivision. The dedication also creates a public easement for the installation of public and private franchise utility service facilities necessary to serve the subject property and other areas north and south of that property along the east side of South 26th West Avenue.

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve and formally receive Deed of Dedication from Kenneth Ball for street right-of-way and utility installation purposes.

	For	Against	Abstained	Absent
Tim Fox				x
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-	x			

Lund				
Brandon Kearns	x			
	4	0	0	1

CARRIED.

Deed of Dedication GLS No. 248

- 5) Discussion and possible action to approve the Final Subdivision Plat of *Glenpool Town Center* addition - subject to review comments and Conditions of Approval.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of Final Subdivision Plat of *Glenpool Town Center* addition - subject to review comments and Conditions of Approval. The subject property is 37.57 acres in size, located at the Northeast corner of East 156th Street South and US Highway No.75, and is currently owned and being developed by the Glenpool Industrial Trust Authority. The property is currently zoned a combination of Commercial General (CG) and Commercial Shopping (CS). The final proposed subdivision plat is configured to contain several large blocks and multiple large individual lots to be available for commercial users.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the Final Subdivision Plat of Glenpool Town Center addition - subject to review comments and Conditions of Approval.

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

CARRIED.

Final Plat Approval Glenpool Town Center

- 6) Discussion and possible action to approve an amendment to the current Limits of Access covering a portion of *South 75 Business Park: Phase III*.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of an

amendment to the current Limits of Access covering a portion of *South 75 Business Park: Phase III*. The portion of this subdivision plat involved with this request is located along the northern boundary of *Lot 1, Block 2* bordering West 161st Street South.

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve an amendment to the current Limits of Access covering a portion of South 75 Business Park: Phase III.

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

CARRIED.

[Change of Access So 75 Bus Park](#)

- 7) Discussion and possible action to approve 2020 Morris Park User Agreement with Indian Nations Youth Sports.
(Lynn Burrow, Director of Community Development)

Mr. Burrow presented and recommended Council approval of the 2020 Morris Park User Agreement with Indian Nations Youth Sports. The User Agreement with the Indian Nations Youth Sports ("User") provides the same terms and conditions as those agreed to in the past by the Council for the use of Morris Park by User from July 1 – December 31 of each annual term.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve 2020 Morris Park User Agreement with Indian Nations Youth Sports.

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

4 0 0 1

CARRIED.

[Staff Memo 2020 Agreement 072020](#)
[2020 Morris Park User Agreement for Football 072020](#)

- 8) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of possible amendment(s) of the City Manager's employment contract.
(Lowell Peterson, City Attorney)

Vice Mayor Ceesay recommended tabling this item since **Mayor Fox** was not in attendance. **Councilor Lund** and **Councilor Calvert** opposed the recommendation.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To enter into Executive Session for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of possible amendment(s) of the City Manager's employment contract at 6:28 p.m.

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

CARRIED.

- 9) Discussion and possible action to reconvene in Regular Session.
(Momodou Ceesay, Vice Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To reconvene in Regular Session at 7:09 p.m.

	For	Against	Abstained	Absent
Tim Fox				x

City Council Regular Meeting
July 20, 2020

Momodou Ceesay	x				
Joyce Calvert	x				
Jacqueline Triplett-Lund	x				
Brandon Kearns	x				
	4	0	0	1	

CARRIED.

J) Adjournment

Vice Mayor Ceesay declared the meeting adjourned at 7:09 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: July 30, 2020

Re: Resolution 2020008

Background:

In March of this year, Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to help the public and private sectors deal with the unexpected costs from the COVID Pandemic. The CARES Act includes direct allocations to governmental agencies with a pass-through fund component. In Oklahoma, only the State, Oklahoma County, City of Oklahoma City, and Tulsa County received direct funding. We applied to Tulsa County in May for a reimbursement of our expenses up to that date. This reimbursement request was for \$12,837.38 and were approved for almost the entire amount. All future reimbursement will be done through the \$1.26 billion the state received from the CARES Act.

The US Treasury, which is administering the CARES Act, initially indicated governments could only be reimbursed for actual COVID related equipment and supply costs. Personnel costs could only be reimbursed if the agencies could show that the costs were directly attributable to COVID (i.e. overtime costs because departments were shorthanded due to employees being out sick, public safety calls to deal with sick patients, etc). They later amended the rules to show that all public safety costs would be automatically assumed to be COVID related.

Approximately two weeks ago, Senator Lankford held a conference call with area cities and specifically said that, due to this rule change, all salaries and benefits for public safety would be reimbursable under the CARES Act. Senator Lankford was specifically questioned on this topic by the Owasso City Manager and he reiterated that public safety was 100% reimbursable under the CARES Act and went on to say that this rule change was specifically a result of negotiations by Congress. Since that meeting, several cities met independently and as groups with INCOG, Tulsa County and the State to determine how best to accomplish this goal. Both Tulsa County and State have declined to allow reimbursement of these costs under the assumption that it is not an eligible reimbursable expense despite the Senator's statement.

This Resolution provides the Council an opportunity to publicly voice their support for the US Treasury guidelines and Senator Lankford's statement and direct staff to work with federal and state officials to ensure Glenpool is reimbursed the maximum amount that is possible under the CARES Act.

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

Staff Recommendation:

Staff recommends approval of Resolution 2020008.

Attachments:

- Resolution 2020008

CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA

RESOLUTION NO. 2020008

RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GLENPOOL IN SUPPORT OF THE ALLOCATION OF CORONAVIRUS RELIEF FUND MONEYS FOR REIMBURSEMENT TO THE CITY OF GLENPOOL FOR PAYROLL EXPENDITURES ATTRIBUTABLE TO THE COMPENSATION AND BENEFITS OF PUBLIC SAFETY EMPLOYEES WHOSE SERVICES ARE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY, PURSUANT TO SECTION 5001 OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (THE "CARES ACT," P.L. 116-136, AS ADOPTED ON MARCH 27, 2020, AND AS SUBSEQUENTLY AMENDED AND INTERPRETED)

WHEREAS, Congress adopted Public Law 116-136, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") on March 27, 2020, in recognition of the economic hardships caused by business shutdown and other costly responses to the Coronavirus Disease 2019 ("COVID-19"); and

WHEREAS, The sudden decline in economic output following the Coronavirus disease 2019 (COVID-19) outbreak has significantly altered the fiscal outlook for State and local governments, to include that of the City of Glenpool; and

WHEREAS, Local governments in the State of Oklahoma, to include that of the City of Glenpool, are required to operate with a balanced budget on an annual fiscal year basis; and

WHEREAS, Section 5001, Title V, of the CARES Act authorizes the U.S. Treasury to make payments to States and certain eligible local governments in the aggregate of \$159 billion to reimburse expenditures that (1) are necessary and incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, for such State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, The allocation to the State of Oklahoma to be used for the reimbursement of eligible expenditures that include those of political subdivisions of the State for the compensation and benefits paid to public safety employees is one billion, five hundred thirty four million and NO/100 dollars (\$1,534,000,000.00); and

WHEREAS, in accordance with the "Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments" published by the U.S. Treasury and updated June 30, 2020, eligible expenditures include, but are not limited to, payment for payroll expenses for public

safety employees (including police and fire department employees) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, a publication by the U.S. Treasury of Frequently Asked Questions (“FAQ”) on July 8, 2020, interpreting usage of the CARES Act Relief Fund, explains that such funds are designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency and that payroll costs for public safety employees are “presumed” to qualify as “services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise”; and

WHEREAS, the FAQ further provides that “the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible”; and

WHEREAS, the Glenpool City Council has been advised that funds allocated to the State of Oklahoma under the CARES Act may be used for the purpose of reimbursing local public safety compensation and benefits for public safety employees whose payroll is “presumed” to qualify as necessary for reaction to the pandemic due to the impracticality of attempting to parse which of such payroll funds were or were not allocated to reacting to COVID-19.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

- Section 1. The City Council of the City Glenpool by adoption of this Resolution approves, adopts and ratifies all the terms and provisions of the Coronavirus Relief Fund, subject to the CARES Act, for allocation to the State of Oklahoma of funds to be used, in part, to reimburse local government expenditures for public safety employee payroll costs.
- Section 2. The City Council of the City of Glenpool hereby authorizes and directs the appropriate City of Glenpool staff to cooperate fully with all federal and state officials in the process of ensuring that the City of Glenpool is reimbursed to the fullest extent permissible under the law for payroll expenditures that are attributable to public safety employees of the City of Glenpool whose services have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency for the period of March 1, 2020, through December 30, 2020.

PASSED AND APPROVED by the City Council of the City of Glenpool this 3rd day of August 2020.

FORTHECITYOFGLENPOOL

Timothy Lee Fox, Mayor (and Chief Executive Officer)

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM

Lowell Peterson, City Attorney



To: HON. MAYOR, VICE MAYOR and MEMBERS OF THE CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: August 3, 2020
Subject: Cross-Deputization Agreement between the City of Glenpool and the Muscogee (Creek) Nation

Introduction

As the City Council is no doubt aware, the U.S. Supreme, on July 9, 2020, rendered its decision in the case of *McGirt v. Oklahoma*. This opinion made the somewhat monumental finding that much of eastern Oklahoma, including most of Tulsa County and, most relevantly, all of the City of Glenpool are within the boundaries of the Muscogee (Creek) Nation ("MCN") Reservation that Congress did not disestablish upon granting Oklahoma statehood in 1907. The result is that the City does now and has since 1907 resided within the MCN.

Among a host of other implications that have not yet been articulated or resolved, the most immediate concern for the City is that neither our police officers nor our municipal court have the jurisdiction necessary to arrest defendants and prosecute cases that involve tribal nation members (of any tribe, not limited to Muscogee (Creek)), whether such member(s) is a suspect or a victim in the alleged crime. Our police officers are put in the difficult quandary of either releasing a suspect in a matter involving one or more Indians, calling for the MCN Lighthorse police (or FBI in the case of major crimes) to arrest or cite the suspect, or arresting/citing a suspect with the prospect that the case will be dismissed from municipal or district court and they may face a civil complaint of wrongful arrest.

In order to provide our officers with the assurance they need that their arrests or citations of Indian tribal members are lawful and will be prosecuted, the MCN, Bureau of Indian Affairs and the State of Oklahoma have agreed that police agencies and individual officers may be "cross-deputized" by entering as parties into an existing cross-deputization agreement with the effect that inter-agency partners who are parties to the agreement may make lawful arrests or issue valid citations to tribal members within MCN Reservation land without fear of reprisal.

Attachments:

- Resolution to adopt the Cross-Deputization Agreement ("Agreement")
- The Intergovernmental Cross-Deputization Agreement between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma

Recommendation:

Due to the uncertainty of current procedures, your City Attorney strongly recommends approving and authorizing the Mayor and Police Chief to sign the Agreement.

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

RESOLUTION NO. 2020009

**A RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO ENTER
INTO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION
AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE
(CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF
OKLAHOMA**

WHEREAS, On July 9, 2020, the United States Supreme Court rendered its decision in the case of *McGirt v. Oklahoma* declaring that, upon granting Oklahoma statehood in 1907, Congress did not disestablish the pre-existing Muscogee (Creek) Nation ("MCN") Reservation; and

WHEREAS, Most of Tulsa County, including all of the City of Glenpool are, and have been since statehood, within the boundaries of the MCN; and

WHEREAS, One among many consequences of the *McGirt* opinion is that Oklahoma State and local police agencies do not have the authority (jurisdiction) within the Reservation to arrest suspects, and neither county district courts nor municipal courts have the jurisdiction to prosecute cases, involving American Indians either as victims or suspects; and

WHEREAS, In order to provide our officers with the assurance they need that their arrests or citations of Indian tribal members are lawful and will be prosecuted, the MCN, Bureau of Indian Affairs and the State of Oklahoma have agreed that police agencies and individual officers may be "cross-deputized" by entering as parties into an existing cross-deputization agreement; and

WHEREAS, The City of Glenpool has been offered the opportunity to enter as a party into The Intergovernmental Cross-Deputization Agreement Between The United States, The Muscogee (Creek) Nation, And Political Subdivisions Of The State Of Oklahoma, with the effect that arrests made and/or citations issued to verified tribal members will be deemed valid by the MCN.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT:

Section 1. The City of Glenpool Mayor and Police Chief are hereby authorized to sign The Intergovernmental Cross-Deputization Agreement Between The United States, The Muscogee (Creek) Nation, And Political Subdivisions Of The State Of Oklahoma ("Agreement"), for the purposes stated therein.

Section 2. The Glenpool Police Department, when designated as a Commissioning Agency under the terms and provisions of the Agreement, shall take prompt action to ensure that its Officers are individually commissioned in accordance with all such terms and provisions.

Section 3. The City of Glenpool City Manager or his designees, by the power of delegation, shall take all actions necessary to ensure that the benefits, responsibilities, and authority conferred by the Agreement are undertaken and implemented to the fullest extent authorized under the Agreement.

**ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, ON THE
3RD DAY OF AUGUST 2020.**

Timothy Lee Fox, Mayor

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT
BETWEEN THE UNITED STATES,
THE MUSCOGEE (CREEK) NATION,
AND POLITICAL SUBDIVISIONS
OF THE STATE OF OKLAHOMA

RECITALS

WHEREAS, the United States Congress has authorized the Secretary of the Interior, acting through the Bureau of Indian Affairs, to enter into agreements with Indian tribes to aid in the enforcement or carrying out in Indian country the laws of either the United States and/or Indian tribe, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, Public Law 101-379, 104 Stat. 473; and

WHEREAS, the Muscogee (Creek) Nation has enacted legislation authorizing the Nation to enter into cross-deputization agreements with federal, state and tribal governments pursuant to NCA 92-15 § 108; and

WHEREAS, the Legislature of the State of Oklahoma has authorized the State and its political subdivisions to enter into cooperative agreements with the State and its political subdivisions, the federal government and Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1221 *et seq.* (1985); and

WHEREAS, it is in the best interest of the United States of America, the Muscogee (Creek) Nation, the State of Oklahoma, and political subdivisions of the State of Oklahoma, that the parties hereto declare and agree that each government and agency under this Agreement shall fully cooperate with the other to provide efficient, effective and thorough law enforcement and crime prevention to all residents located on or near Indian lands within the Muscogee (Creek) Nation.

AGREEMENT

NOW, THEREFORE, the Muscogee (Creek) Nation, the United States Department of Interior by the through the Bureau of Indian Affairs, the County of Tulsa, and any other county or municipality which subsequently becomes a party hereto, do hereby enter into this Intergovernmental Cross-deputization Agreement (hereinafter "Agreement").

Section 1. Purpose

The Purposes of Agreement are to:

- (1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and
- (2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and
- (3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek) Nation, the United State, and/or the State of Oklahoma; and
- (4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and
- (5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and
- (6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

Section 2. Definitions

- A. "Agency" wherever used herein shall mean the government, department, or political subdivision which is or subsequently becomes a party to this Agreement.
- B. "Agreement" wherever used herein shall mean this Intergovernmental Cross-deputization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political divisions of the State of Oklahoma.
- C. "Applicant Agency" wherever used herein shall mean the agency requesting a commission of its Officers.
- D. "BIA" wherever used herein shall mean the Bureau of Indian Affairs.

- E. "Commissioning Agency" wherever used herein shall mean that the agency which is a party hereto and which issues a law enforcement commission to an Officer of an Applicant Agency.
- F. "Indian country" wherever used herein shall mean Indian country as defined by 18 U.S.C. § 1151 located within the boundaries of Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean law enforcement officers and criminal investigators.
- I. "State" OR "State Agency" wherever used herein shall mean Agency which is a political subdivision of the State of Oklahoma, including counties and municipalities, and may include the State of Oklahoma when and if it becomes a party to this Agreement.

Section 3. Addition of Parties: Termination of Earlier Agreements

- A. The BIA will initially enter into this Agreement with one or more of the following:
 - (1.) The Nation; and/or
 - (2.) A State Agency as defined by Section 2 (I) of this Agreement; provide that if the Nation is not yet a party to this Agreement, the BIA will notify the Nation by certified mail, return receipt requested, of its intent to negotiate and enter into this Agreement with a State Agency and offer the Nation an opportunity to consult with the BIA as required by 25 U.S.C. § 2804 (c) during which time the Nation may offer comments concerning the proposed Agreement.
- B. By entering into this Agreement, each party to this Agreement expressly authorizes any other political subdivisions of the State of Oklahoma, including the State of Oklahoma, to become a party to this Agreement after this Agreement goes into effect. The State of Oklahoma or other political subdivisions of the State of Oklahoma may become parties to this Agreement by executing addendum forms substantially similar to those attached hereto as Exhibits A, B or C.
- C. The subsequent addition of parties to this Agreement shall not require any separate or additional approval by existing parties and signatories to this Agreement. The parties hereby agree to extend the provisions of and to be

mutually bound by this Agreement with each party to the Agreement, whether an original party or a new party.

- D. This Agreement, when effective as to a specific State Agency, shall replace and supersede any pre-existing intergovernmental cross-deputization agreement between said State Agency and the Nation, and when effective as between the BIA and Nation, shall replace and supersede any pre-existing government cross-deputization agreement between the BIA and the Nation. The parties shall take any steps necessary to formally terminate any such pre-existing agreement and to issue replacement commission of Officers commissioned under the pre-existing agreement.

Section 4. Term; Withdrawal; Amendments

- A. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date as provided in Section 15 hereof. Thereafter, this Agreement shall be automatically renewed for each party for successive one-year periods commencing on the anniversary of the Effective Date hereof unless prior to a renewal any party gives written notice to all other parties that the Agreement shall not be renewed as to the non-renewing party.
- B. Notwithstanding the foregoing, any Agency may withdraw as a party to this Agreement, with or without cause, upon giving the other parties sixty (60) days' ~~within~~ notice of intent to withdraw. Such notice shall be served by certified mail and shall be deemed served on the date the notice is deposited, postage prepaid, in the U.S. mail. Withdrawal from this Agreement by any Agency shall not terminate this Agreement as to Agencies which continue to be parties hereto.
- C. With the exception of the addition of Agencies to the Agreement, this Agreement shall not be amended unless such amendment is in writing and executed by each party hereto. It is expressly agreed by the parties to this Agreement without the requirement of approval by the existing parties hereto.

Section 5. Coordination; Supervision; Status of Parties

- A. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by a board comprised of the Chief of the Nation's Police Department, the District Commander of the Office of Law Enforcement Services of the BIA and the Chief Law Enforcement Officer of each State Agency which is or subsequently may become a party of this Agency.

- C. Notwithstanding any other provision in this Agreement, the respective Commissioning Agencies of the Nation, State and BIA, including their agents, employees and insurers, shall not have any authority or right whatsoever to control in any manner the day to day discharge of the duties and/or activities of the Officers of the other Agencies who have been commissioned pursuant to this Agreement except when an Officer is acting under a commission issued under the authority of the Agreement. No provision of this Agreement shall impair or affect the existing status of each Agency nor the sovereignty of each government as established under the Laws of the Muscogee (Creek) Nation, the United States, and the State of Oklahoma.

Section 6. Commissions

- A. Each Agency which is a party hereto may, in its discretion, issue special Law Enforcement Commissions to Law Enforcement Officers of the other Agencies which are to subsequently shall be parties hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the Officers the same Law Enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms of the commission.
- B. All Officers of the law enforcement Agencies which are or subsequently become parties of the Agreement shall not become automatically cross-deputized by virtue of the execution of this Agreement but must be commissioned on an individual basis, upon application by the Officer's employer Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to an Officer of another Agency pursuant to previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on date of execution of this Agreement shall remain valid, unless suspended or revoked by the Commissioning Agency or unless the commission is returned to the Commissioning Agency as required by Section 7 (I) of this Agreement.

Section 7. Qualifications for Commission; Commission Cards; Suspension or Revocation of Commission

- A. A commission shall not be granted by the BIA or State to any Officer of an Applicant Agency unless the Officer meets all of the prerequisites for appointment as an Officer as set forth in 40 IAM and the applicable portions of

the BIA Law Enforcement Handbook, as well as any other specific requirements of the BIA, which shall include the following minimum prerequisites:

- (1.) United State citizenship, be at least 21 years of age and possess a valid driver's license;
 - (2.) A high school diploma or its equivalent;
 - (3.) The Officer has not ever been convicted of a felony; has not, within the one year period immediately preceding the issuance of the commission, been convicted of a misdemeanor offense, with the exception of minor traffic offenses; has not been convicted of a misdemeanor charge of domestic violence preventing the Officer from possessing a firearm in accordance with the Gun Control Act of 1968; and has not been the subject of a court order prohibiting him or her from possessing a firearm;
 - (4.) Within the period immediately preceding the issuance of the commission, the Officer has passed his or her department's firearms qualifications and continues to be certified semi-annually;
 - (5.) A finding that the applicant is free of any physical, emotional, or mental condition which might adversely affect his or her performance as an Officer.
 - (6.) The Officer meets State or Federal Peace Officer Standards and Training ("POST") requirements for certification as a bona fide full-time peace officer and has written proof of such certification.
- B. Upon the approval of such application by the BIA, the BIA, as the Commissioning Agency, will issue Deputy Special Officer ("DSO") commissions from the BIA to the selected Officer.
- C. A commission shall not be granted by the Muscogee (Creek) Nation unless an Officer meets with each of the six minimum prerequisites set forth in subsection A (1-6) of this section, and complies with any other specific requirements of the Muscogee (Creek) Nation.
- D. Upon the approval of such application by the Nation, the Nation, as the Commissioning Agency will issue commissions from the Nation to the selected Officers.
- E. Upon the approval of such application by the State Agency, the State Agency, as the Commissioning Agency, will issue commissions from the State Agency to the selected Officers.

- F. The Applicant Agency shall provide a National Crime Information Center background check on each Officer for whom a commission is requested in the application.
- G. The Commissioning Agency shall notify the Applicant Agency of the names of the Officers receiving commissions hereunder.
- H. Commission cards shall be issued to qualified Officers who are full-time employees of the Applicant Agency and who must agree in writing to return his or her commission card to the Commissioning Agency within ten (10) days following the occurrence of one or more of the following conditions:
 - (1.) The Officer terminates employment as a full-time Officer of the Agency for any reason; or
 - (2.) The Officer transfers to an area or jurisdiction outside of the jurisdiction area of the Nation in the case of the Nation's Officers or outside of the jurisdictional area of District 2, Law Enforcement Services, BIA, in the case of a BIA Officer, or in the case of a State Officer to an agency which is not party to this Agreement.
 - (3.) The Officer is suspended or terminated by his or her employing Agency for any reason; or
 - (4.) The Officer is indicted in state or federal court, or otherwise charged in tribal, federal or state court, with crime other than a minor traffic offense; or
 - (5.) The commission expires; or
 - (6.) This Agreement is terminated as to such Officer's Agency for any reason pursuant to Section 4 above; or
 - (7.) The commission is suspended or revoked pursuant to subsection J; or
 - (8.) If the Commissioning Agency ceases to have law enforcement powers under the law.
- I. The Commissioning Agency may at any time, with or without cause, suspend or revoke an Officer's commission for reasons solely within the Commissioning Agency's discretion. In such event:
 - (1.) The Commission Agency shall notify Officer's Agency in writing of the suspension or revocation and the reasons therefore, if any; and

- (2.) Within ten (10) days after such notification the receiving Agency shall return the commission card and any other evidence of the commission to the Commissioning Agency.
- J. The Commissioning Agency shall send written notice to the Applicant Agency if a commission is denied, suspended or revoked as provided herein with a reason stated therein. The decision of the Commissioning Agency to suspend a commission whether temporarily, indefinitely, or permanently shall be final. A commission hereunder shall carry no property right; rather, commissions issued pursuant to this Agreement shall be a privilege extended at the sole discretion of the Commissioning Agency, and may be modified, suspended, revoked at any time by the Commissioning Agency, in which event neither the Officer's Agency shall have any right of review or appeal.
- K. The BIA, the Nation and the State may independently or jointly evaluate the effectiveness of the use of the special law enforcement commissions provided for herein. The BIA, Nation and State shall cooperate in the investigation of any allegation that an Officer of the Nation, BIA or State commissioned pursuant to this Agreement exceeded the authority given to the Officer by the Commission.
- L. If an Officer's Agency possesses any information bearing on the Officer's fitness or eligibility to hold a commission issued hereunder, it shall immediately notify all other Commissioning Agencies.

Section 8. Scope of Powers Granted

- A. Officers of the BIA and State who receive commissions from the Nation shall have authority to respond to observed violation of the Nation's Criminal Code, and upon request by Officers of the Nation, investigate offenses and enforce the criminal laws enumerated in the Nation's Criminal Code and/or other criminal laws of the Nation.
- B. Officers from the Nation and the State who receive commissions from the BIA shall have authority to perform any activity authorized under 25 U.S.C. § 2803. Such Officers shall have the authority to assist the BIA and other federal law enforcement officials in the prevention, detection, and investigation of any federal offense committed within the Nation's Indian country. Such authority shall include the following activities: conducting preliminary investigations, reporting potential crimes, apprehending alleged offenders, detaining and delivering alleged offenders to appropriate authorities, securing crime scenes, contacting appropriate authorities, assisting any federal, tribal, state, or local law enforcement agency upon request, and notifying the Criminal Investigator of the BIA and the Federal Bureau of Investigation of activities relating to the enforcement of such federal laws and regulations. Officers of any other federally recognized tribe who have

entered into cross-deputization agreement with the BIA and who have received commissions from the BIA pursuant to their agreement shall have the authority to perform all federal law enforcement activities described in this sub-section within the Nation's jurisdiction, provided the Nation has consented to the assistance of such tribal officers by way of duly enacted ordinance or tribal resolution and has notified the BIA of such consent in writing.

- C. Officers of the Nation and the BIA who receive commissions from the State shall have authority to react to observed violations of the State's criminal laws, and upon request by Officer's of a State Agency, investigate offenses and enforce the criminal laws enumerated in the Oklahoma Statutes and/or other laws of the State.
- D. The parties hereto acknowledge the applicability of Muscogee, federal and state laws in Indian country may depend on whether the suspect or victim is an Indian person and that state laws have been generally held to be inapplicable to Indians in Indian country. Furthermore, the parties agree that nothing in this Agreement shall make any law applicable to a certain person or to certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to vest cross-deputized or commissioned Officers with authority to enforce only the applicable law(s).
- E. The Agencies which are or which subsequently become parties hereto agree to cooperate and share criminal information among themselves to the extent authorized by law.
- F. Nothing herein shall alter or convey any judicial jurisdictional, including the authority to issue warrants for arrest or search and seizure or to issue service of process. Similarly, nothing herein is intended to impair, limit or diminish that status of any Agency or the sovereignty of any government of which such Agencies are a part.

Section 9. Arrest Procedure and Facilities; Transportation; Medical Treatment

- A. After lawful arrest by an Officer commissioned pursuant to this Agreement, the prisoner shall be turned over to a responsible official of the United States, the BIA, the State or the Nation for purposes of detention and processing as provided by agreement. Prisoners arrested under federal authority shall be detained in a facility administrator unless otherwise provided by agreement. Prisoners arrested under federal authority shall be detained in a facility approved by the BIA for said prisoners. The Nation and any State Agency may enter into a written agreement for the detention of any Indian prisoners in custody for violation of the Nation's criminal laws.

- B. The official determination of the correct jurisdictional authority for purposes of prosecution shall be made by the United States Attorney, a Bureau of Indian Affairs Court of Indian Offenses prosecutor, a State prosecutor, and/or the Nation's Attorney General. Any necessary transfer of custody of the prisoner resulting from such determination shall be made at the earliest applicable time. All evidence and investigatory reports and products shall be turned over to the proper prosecuting authority at the earliest practicable time. The prisoner shall be taken before a judge of the appropriate jurisdiction within forty-eight hours after the time of arrest.
- C. In the event that an Indian prisoner is arrested by an Officer of a State Agency exercising his authority under a commission from the Nation or BIA and requires medical treatment, the Officers of said Agency shall have the power and authority to transport such prisoner to the nearest Indian Health Service or Muscogee (Creek) Nation health care facility to avoid any significant medical expenses.
- D. In cases of extreme emergency where it is not feasible or practicable to take the Indian prisoner to an HIS or tribal facility, the Indian prisoner may be treated at the appropriate local, federal or state health care facilities as emergency needs dictate. In such emergency cases, a sick or disabled Indian, or an individual or agency acting on behalf of the Indian, or the medical care provider shall, within 72 hours after the beginning of the treatment for the condition or after admission to a health care facility, notify the nearest HIS facility if the fact of the admission or treatment together with information necessary to determine the relative medical need for the services and the eligibility of the Indian prisoner for the services.
- E. In the event it becomes necessary to provide guard security for an Indian prisoner subject to federal or tribal court jurisdiction at a health facility or any place other than jail facilities, Officers of the BIA and the Nation shall have the power and authority to provide such service.
- F. In the event of an emergency mental or psychiatric condition arises with an Indian prisoner who has been arrested by a State Officer under a commission issued pursuant to this Agreement, the Officers of the BIA and the Nation shall have the power and authority to immediately take custody of said prisoner for appropriate action pursuant to applicable law.

Section 10. Orientation, Technical Assistance and Training

- A. Each party is responsible for providing to its full-time Officers a thorough orientation regarding the authority conferred by a commission issued pursuant to this Agreement.

- B. The Nation, BIA and State shall ensure that each of its Officers is qualified in the field of law enforcement and is well trained on and knowledgeable of arrest procedures, rules of evidence, crime scene search, preservation of evidence, writing reports, testifying in court and related police and detention functions.
- C. The Chief of the Nation's police department, the District Commander of the Office of Law Enforcement Services of the BIA and the chief law enforcement officer of each State Agency shall determine what other training or technical assistance is or may be required for commissioned Officers, particularly in the areas of jurisdiction and tribal, federal and state criminal laws and procedures.
- D. The BIA may provide technical assistance and assist in providing in-house training to Officers of the Nation, administrative personnel and others, depending upon the availability of resources.

Section 11. Property

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one Agency to another Agency it shall be returned as soon as possible upon request of the owner-Agency.

Section 12. Reimbursement

Activities of the parties will be financed by the primary Agency of each of the commissioned Officers except as expressly provided herein, or pursuant to a subsequent agreement for which a particular assignment is executed.

Section 13. Conduct

Each Officer who is issued a commission pursuant to this Agreement shall follow the law enforcement code of conduct prescribed by the Commissioning Agency. The code will establish specific guidelines concerning conflicts of interest, employee conduct both on and off duty, impartiality and thoroughness in performance of duty, and acceptance of gifts or favors. Each Officer will acknowledge in writing that he or she has received and understand the code of conduct. The acknowledgement will remain in the file with the employing Agency as long as the Officer is employed with the Agency. Additionally, each Agency is responsible to see that training will be conducted in the code of conduct and ethics issues at least once a year in accordance with 25 CFR § 12.51 or corollary state or local requirements.

Section 14 Liabilities and Immunities

- A. Officers of the Nation or State holding a commission from the BIA while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state laws, and by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, including coverage under the Federal Tort Claims Act or other applicable Federal law. Officers of the BIA or State holding a commission from the Nation while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state law. Officers of the Nation or BIA holding a commission from the State while performing any official act in the State under authority of said commission shall be afforded all protections afforded by applicable tribal, federal and state laws.
- B. It is understood and agreed that the Nation, the BIA and the State, their agents, employees and insurers (if any), do not, by virtue of this Agreement, assume any responsibility or liability for the action of Officers commissioned pursuant to this Agreement which are performed outside the scope of authority granted by the commission under which they are acting. Each Agency agrees to be responsible for any and all employer obligations to its own Officers regardless of whether the Officer is acting on behalf of his or her employer-Agency or under a commission issued to him or her by another Agency pursuant to this Agreement. By way of example, and not limitation, these employer obligations include salary, taxes, workers compensation insurance, liability insurance, disability, insurance and retirement benefits. In no event shall a Commission Agency be responsible for another Agency's obligations as an employer to its own employee Officers.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement Officers, including without limitation the defense of qualified immunity afforded under tribal, federal and/or state law.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity.

Section 15. Effective Date

- A. This Agreement shall become effective on the last date of execution, after execution by all officials set forth on the following signature pages.

- B. With respect to Agencies which become parties hereto subsequent to the Effective Date set forth above, this Agreement shall become effective as to such subsequent Agencies on the date of execution of an Addendum to this Agreement by the appropriate officials of any such Agency.

[The remainder of this page is deliberately left blank.]

SIGNATURE PAGE FOR THE MUSCOGEE (CREEK) NATION

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE
UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:

Attorney General
Muscogee (Creek) Nation

Date

Approved:

Lighthorse Chief of Police

Date

EXHIBIT B

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO
THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN
THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of GLENPOOL, Oklahoma, hereby enters into and agrees
to be mutually bound by the terms of the Intergovernmental Cross-Deputization
Agreement Between the United States, the Muscogee (Creek) Nation, and Political
Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this ____ day of _____, 20____

Approved:

Chair, City Council (Mayor)
City of GLENPOOL, OKLAHOMA

Date

Approved:

City Attorney

Date

Approved:

Chief of Police
City of GLENPOOL, OKLAHOMA

Date



STAFF REPORT

To: Honorable Mayor and Council

From: John Gonsalves, Finance Director/Treasurer

Date: August 03, 2020

Re: Workers' Compensation refund

Background:

The City received a check in the amount of \$7,713.26 from OMAG because of our favorable claims activity during the 2018-2019 Workers' Compensation Plan Year. As a member of the Standard Plan Group, we are eligible for performance incentives based upon loss ratios. 2018-2019 loss ratio was eleven percent, affording us a return in premium dollars.

The executive team met to discuss viable uses for the refund and has decided to recommend to the council that we restrict the fund to update our current safety policy, similar to what council approved during the FY2017-2018, when the 2015-2016 OMAG check was received.

The funds will be identified as Restricted in the General Fund balance until appropriated for specific safety enhancements. At that point, an expense line will be added to the General Fund chart of accounts to maintain fiscal transparency and ease of tracking expenditures.

Staff Recommendation:

Staff recommends approval to restrict funds received from OMAG in the amount of \$7,713.26 for safety initiatives determined by the executive team.

Attachments:

Copy of Check



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL: ANNUAL ASSESSMENT
THE METROPOLITAN ENVIRONMENTAL TRUST AUTHORITY

DATE: AUGUST 3, 2020

BACKGROUND

This item is for Council review and approval of the annual assessment to the City of Glenpool regarding the City's participation in the Metropolitan Environmental Trust Authority's and the use of the on-site Recycling Depot located on Warrior Road along with other related activities and services sponsored by The MET. The attached annual assessment provides documentation as to the previous Fiscal Year's assessment, the current FY calculated fee amount, and a comparison with other metro area communities that are members of The MET. Generally, the FY 2020/2021 assessment being invoiced to Glenpool is in the total amount of \$22,083.00 which includes \$1,200.00 in vouchers (30 each) used to allow Glenpool residents to use the City of Tulsa's hazardous waste collection facility located in West Tulsa. The base annual assessment of \$20,883.00 represents a 2% increase over the previous FY as listed in the attachments. However, the cost of the individual vouchers for the use of the Tulsa collection facility has remained the same (\$30/ea.) as the previous year.

Staff Recommendation:

Staff has reviewed the FY 2020/2021 assessment from The MET and recommends Council approval to pay the assessment in two halves (\$11,041.50/ea.) for a total amount not to exceed \$22,083.00 to be funded from the approved FY 2020/2021 Annual Budget under Item No. 02-6-19-6281 Recycle Program Fees.

Attachments:

- A. The MET Invoice N0. 2446
- B. . Misc. Documentation and Annual Services Description

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

Lynn Burrow

From: Terrie Hannam <thannam@metrecycle.com>
Sent: Monday, July 27, 2020 9:52 AM
To: Lynn Burrow
Cc: Graham Brannin; Robert Werley
Subject: RE: Annual Participation Fee Assessment
Attachments: Glenpool Info FY 2021.pdf

7.27.2020

Hi Lynn w/City of Glenpool
Cc: Graham, Interim Director and Rob Werley, Glenpool Trustee

I am copying Graham Brannin and Rob Werley on this email in case he wants to add anything to my response on the FY 20/21 question.

Below shows last year's assessment (before the vouchers) with a 2% increase. Glenpool is signed up for 30 vouchers in FY 20/21. There was only one carryover in a voucher from last year (total will be 31 for FY20/21).

BENEFICIARY	FY 2019 Assessment (w/out vouchers)	FY 2020 Assessment (w/out vouchers)	%	FY 2021 Assessment (w/out vouchers)	FY 2021 Vouchers	FY 2021 Total Assessment
Glenpool	\$ 20,072	\$ 20,474	2.0	\$ 20,883	\$ 1,200	\$ 22,083

Assessments went up from 1% for Tulsa up to 4.5% for Coweta in a continuing attempt to lessen the subsidy amount from Tulsa whose assessment is now \$491,286 and to adjust for increasing service costs in various communities. I have attached a document that includes (1) all assessments (2) Summary of Glenpool Services, and (3) Household Pollutant Program's facility vouchers for FY 20/21.

Please let me know if you need anything else.
Terrie Hannam
Met Office Manager
thannam@metrecycle.com
918-584-0584

From: Lynn Burrow <lburrow@cityofglenpool.com>
Sent: Monday, July 27, 2020 8:33 AM
To: Terrie Hannam <thannam@metrecycle.com>
Cc: Robert Werley <rwerley@cityofglenpool.com>
Subject: MET: Annual Participation Fee Assessment

Terrie,

I have received the Invoice Statement from you (The MET) regarding the Glenpool Assessment due for both halves of the 2020/2021 FY and will be presenting that information to the City Council at the August 3rd meeting for approval. However, I need some amount of back-up from you on how the assessment amounts for each community is calculated. From past experience, several of the Council members will be looking for that information and I would like to not go into that type of discussion in the middle of a public meeting if possible. Let me know if you have questions. Thanks.

LYNN BURROW PE/PLS/CFM

Community Development Director

City Engineer

City of Glenpool

12205 S. Yukon Ave

Glenpool, Ok. 74033

(918) 209-4613 Office

(918) 209-4611 Fax

(918) 899-1293 Cell

Email: lburrow@cityofglenpool.com



Virus-free. www.avg.com



INVOICE

Date: July 14, 2020
Invoice #: **2446**

Bill To:
City of Glenpool
Attn: City Manager
12205 S. Yukon, Sapulpa
Glenpool, OK 74033

Remit To:
The M.e.t.
Williams Tower One
One West Third Street, Suite 110
Tulsa, Ok 74103

Description	Amount
First Half of FY 20/21 Assessment for M.e.t. Services	\$11,041.50
Second Half of FY 20/21 Assessment for M.e.t. Services	\$11,041.50
<i>M.e.t. Code 4020</i>	
Amount Due	\$22,083.00

Williams Tower I, One West Third Street, Suite 110 Tulsa, Oklahoma 74103 ** Phone (918)584-0584

dc\City of Glenpool 2446.xls

City of Glenpool
S.A.&I.427 (1983)

Affidavit for Payments in Excess of \$1,000.00

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states the (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things, of any money or any other thing of value to obtain payment.



(Contractor, supplier, or engineer)
D. Graham Brannin, Interim Director
The Metropolitan Environmental Trust

Subscribed and sworn to before me this 14 day of July, 2020.




Notary Public (or Clerk or Judge)

01009594

My Commission Expires:

7/22/2021

Note: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of \$1000.00.

City of Collinsville





**The Metropolitan Environmental Trust
FY 2020/2021 Beneficiary Assessments
Approved by M.e.t. Board of Trustees
12-Mar-20**

<u>BENEFICIARY</u>	<u>ASSESSMENT</u>
1 Bixby	\$27,701
2 Broken Arrow	\$127,026
3 Claremore	\$30,128
4 Collinsville	\$21,232
5 Coweta	\$21,579
6 Glenpool	\$22,083
7 Jenks	\$11,177
8 Owasso	\$16,139
9 Sand Springs	\$34,382
10 Tulsa-City	\$491,286
11 Tulsa-County (unic)	\$26,960
Total	\$829,693





Brief Summary of M.e.t. Services to Glenpool in FY 20/21

Glenpool Recycling Center at 144&Fern (behind school's administration office)

- Operates recycling center, seven days a week contracted with Bridges Foundation who employs workers with disabilities.
- Residential collections includes: aluminum cans, steel cans, container glass, newspaper, office paper, magazines, phonebooks, cardboard, paperboard, plastic containers (1&2), plastic bags, aluminum cans, electronic waste (e-waste), eye glasses, cooking oil, and used motor oil.
- M.e.t. staff oversight of program including dealing with markets, vendors, supplies, light maintenances, litter cleanup.

Household Pollutant Collection Facility Voucher Program

The City of Tulsa has a pollutant collection facility located at 4502 S. Galveston Ave. for the collection of hazardous type items. The City of Glenpool pays \$40 for each citizen to use it as an on-call basis. The M.e.t. office staff sets up the appointments and vets the citizen to verify they are Glenpool citizens and go over their disposal items. (Many of the calls are for latex paint and staff educates on how to dry out the paint rather than using the facility for a non-toxic item.)

Special Collection Events

The M.e.t. staff does various collection events for Tulsa County area for fire extinguishers, smoke alarms, batteries, electronic waste and tires.

Education and Outreach

The M.e.t. has an on staff educator who goes to various schools, summer camps, booths. Our educator aids in teaching on items such as recycling both curbside and drop-off education, the "Three Rs" composting, litter, etc.

The M.e.t. has a bin-loan program and a system in place to borrow recycling bins for events and long-term programs in schools.

The M.e.t. puts out a metro recycling directory each year. As businesses come and go, it is necessary to do this on a yearly basis. This is one in paper form and on two websites: MetRecycle.com and RecycleThisTulsa.com.

In order to keep the urgent message of recycling in the foreground, on America Recycles day, we hold an annual banquet to honor individuals who have contributed to recycling in one capacity or another. With the pandemic this year, we are not sure how we are going forward with this event yet. This program is not paid for by the city, The M.e.t. receives donations through a 501(c)3 affiliate, Friends of The M.e.t. Inc.

Note: all of the above programs assists in Glenpool's yearly storm water permit to the government.

The Metropolitan Environmental Trust - HHP Facility - Voucher Accounting - JULY 2020						
	BENEFICIARY	FY 19/20 CARRYOVER VOUCHER #S	FY 20/21 PREPAID VOUCHER #S	Extra Purchased Vouchers	COMBINED	Total Vouchers Used - Jul. 2020
1	Bixby	0	45		45	45
2	Broken Arrow	39	260		299	299
3	Claremore	15	3		18	18
4	Collinsville	18	0		18	18
5	Coweta	4	8		12	12
6	Glenpool	1	30		31	31
7	Jenks	12	50		62	62
8	Owasso	22	65		87	87
9	Sand Spr	15	55		70	70
10	Tulsa City	No codes	No codes			0
11	Tulsa-Co. (unincorp)	34	0		34	34
	Total	160	516		676	0
Note: Carryover value from FY 19/20 = \$6,400 and value for FY 20/21 is \$20,640						
Breakdown Totals: July-xx						