



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on September 7, 2021, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

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

Meeting ID: 897 5355 5435

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM SEPTEMBER 7, 2021.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor	
C) Invocation – Heather Scherer, Living Water United Methodist Church	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 09 07 21	3 - 8
F) City Manager Report – David Tillotson, City Manager	
1) CM Report 09072021	9 - 13
G) Mayor Report – Joyce G. Calvert, Mayor	

H) **Council Comments**

I) **Public Comments**

J) **Scheduled Business**

- 1) Discussion and possible action to approve, deny, or amend minutes from August 16, 2021 meeting. 14 - 28
(Wendy Knight, City Clerk)
[City Council Regular Meeting - 16 Aug 2021 - Minutes - Html](#)
- 2) Discussion and possible action to approve, deny, or amend Resolution No. 2021009, a Resolution of the Governing Body of the City of Glenpool executing a Master Lease Purchase Agreement between the City of Glenpool and PNC Equipment Finance, LLC (Lessor). 29 - 31
(Frank Ordaz, Finance Director)
[Staff Report - FD Pumper Financing Resolution_ 2021009](#)
[PNC Resolution 2021009 - Pierce Velocity Pumper - City of Glenpool OK](#)
- 3) Discussion and possible action to approve, deny or amend the Park User Agreement with the Chamber of Commerce for use of the park for BlackGold Days. 32 - 40
(Lowell Peterson, City Attorney)
[Staff Memo for 2021 Agreement for BGD 090721](#)
[2021 PARK FAC USER AGREEMENT W COVID ALCOHOL 090721](#)
- 4) Discussion and possible action to approve or deny annual membership dues to Adrenaline Fitness for Glenpool Firefighters in the amount of \$8,448.00. 41 - 42
(David Tillotson, City Manager)
[Gym Proposal 8 2021](#)
[Gym Mem Invoice 8 21](#)
- 5) Discussion and possible action to approve, deny or amend the Kendalwood North Park Master Improvement Plan. 43 - 47
(Lynn Burrow, Community Development Director)
[Kendalwood North Park Master Plan Adoption](#)

K) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 3, by 4:00 pm.

Signed: Wendy Knight

City Clerk



To: Honorable Mayor and Glenpool City Council
From: Lynn Burrow, PE
Community Development Director
Date: September 7, 2021

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. 2021 STREET REPAIR PROGRAM: PHASE I & II

- Phase I & II of the overall program has been fully completed - with the exception of Project No. 22 which will be completed in September.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY:

A. SAME DAY AUTO REPAIR: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

B. KUM & GO: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

All site related improvement and building construction have been fully permitted and on-site construction is currently on-going.

D. QUALITY HEAT & AIR COMPANY: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building permitting plans have been fully permitted and on-site construction is currently on-going.

E. GLENPOOL RIDGE SENIOR LIVING: MULTI-FAMILY RESIDENTIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

F. ELWOOD CREEK ADDITION: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related improvement and building construction plans have been fully permitted and on-site construction is currently on-going.

G. REDBUD GLEN ADDITION: SINGLE-FAMILY RESIDENTIAL ADDITION

- All site related improvement construction plans have been fully permitted and on-site construction is currently on-going.

I. PHASE II of GLEN HILLS ADDITION: SINGLE-FAMILY RESIDENTIAL ADDITION

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

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

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

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- All site related improvement related construction plans have been fully permitted and on-site construction is currently on-going.

J. FLOYD'S RV DEALERSHIP: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related construction plans are currently in the process of City review and permitting. On-site grading and erosion control construction is currently on-going.

K. WADE'S RV SERVICE CENTER: COMMERCIAL SITE AND BUILDING CONSTRUCTION PROJECT

- All site related construction plans are currently in the process of City review and permitting. On-site grading and erosion control construction is currently on-going.

III. PLANNING DEPARTMENT ACTIVITIES:

A. SUBDIVISION PLATS, PLANNED UNIT DEVELOPMENS, AND SPECIFIC USE PERMIT APPLICATIONS

REDBUD GLEN ADDITION (PUD 30A):

- This project involves a 25.29-acre residential subdivision located at 149th street along the west side of Elwood Avenue and is being developed under the provisions approved for PUD 30A.
- The Final Subdivision Plat has been approved by the City Planning Commission and the City Council.
- Development improvement construction for this addition is currently underway.

CARSON TRAILS: (PUD 43) RESIDENTIAL PROJECT

- A Planned Unit Development (PUD 43) application has been submitted covering a 124.2-acre site located north and east of the corner of 181st Street and South Union Avenue. This project proposes up to 450 single-family residential lots in two development areas. Area 'A' features a minimum lot size of 6,000 square feet and Area 'B' proposes 7,200 square foot as the minimum lot size. The minimum dwelling unit size is 1,200 square feet for either development area of the project.
- PUD NO. 42-B and a Preliminary Subdivision Plat have been approved for this project by the Planning Commission and City Council.

SOUTH 75 BUSINESS PARK PHASE III-A AND III-B:

- A Preliminary Subdivision Plat for a 20.55-acre lot and a 11.09-acre lot has been submitted for Planning Commission and City Council review and approval.
- The Final Plat is scheduled for review and approval at the September 13th, PC Meeting and September CC Meeting.

GLENPOOL RIDGE ADDITION: SENIOR LIVING APARTMENT PROJECT

- This project involved the review and processing of a Specific Use Permit, Site Plan, and Variance Request applications for a proposed 76-unit senior living apartment project located approximately 625 feet west of US Highway 75 along the south side of West 161st Street.

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- Building and site improvement related construction is underway currently.

ELWOOD CREEK ADDITION: COMMERCIAL PROJECT

- This project is located on the north side of E. 151st Street South (Highway 67) immediately east of Park 151 Addition and contains two commercial lots.
- Building permits have been issued on all four (4) commercial buildings proposed for the addition.

KUM & GO: COMMERCIAL PROJECT

- All site and building improvement permits have been issued for the project.
- Site grading is underway currently.
- Building permits have been issued and the construction has begun.

FRANKOMA POTTERY: COMMERCIAL PROJECT

- All site and building improvement permits have been issued for the project.
- Site grading and building construction has begun.

HYE – SAIN TRUST (BANNING PARK)

- Annexation (ANX2021-01), Comprehensive Plan Amendment (CPA2021-01), and Zone Amendment (GZ-304) applications have been submitted to support this proposed project. The subject site is approximately 14.7 acres in size and is situated on the north side of West 161st South approximately 2,000 feet east of the US75.
- A Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021 and is scheduled for review at the September 13th, 2021 Planning Commission Meeting.

WADE'S RV EXPANSION

- A Zone Amendment (GZ-303), Preliminary Plat and Site Plan has been submitted for an approximately 12-acre site situated on the east side of US75 directly east of the West 158th Street intersection immediately north of the existing Wade's RV facility. The Zone Amendment will change the zoning from RS-3 (Single-Family High Density) to CG (Commercial General).
- The Final Plat was submitted and reviewed by the TAC on August 27th, 2021 and is scheduled for review at the September 13th, 2021 Planning Commission meeting and September 20th, 2021 City Council meeting.

KING OF KINGS LUTHERAN CHURCH

- A Preliminary Plat application to subdivide a 3.63-acre site into one (1) lot. The subject site is generally located near the southeast corner of East 151st Street South and South Broadway St.
- The Preliminary Plat was reviewed and approved by the Planning Commission on August 9, 2021.

B. SITE PLAN APPLICATIONS:

WENDY'S FASTFOOD RESTAURANT: MONTAPP ADDITION

- A Site Plan application for a Wendy's located on the SE corner of 121st and S. Yukon Ave.
- Site and building improvement related plans have been submitted, reviewed, approved, and permitted for this project.

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BYWELD

- A Site Plan application for a proposed metal fabrication operation located on a 6.81-acre lot within the S75 Business Park Phase III. The site is located on the east side of South Broadway St. approximately 1,200 feet south of 161st South. The applicant is proposing a 16,585sf building as well as related site improvements.
- The Site Plan was reviewed and approved by the Planning Commission on August 9, 2021.

FLOYD'S RV

- A Site Plan application for a proposed RV Sales and Service business located on the southeast corner of US Highway 75 and West 171st Street South. The subject site is approximately 18.68-acres in size. The Site Plan application is for a Commercial Recreational Vehicles Sales and Service operation which includes a 2,880 square foot temporary office/sales building, an approximately 39,000 square foot of office/commercial building space and 397 RV parking spaces on Block 1 Lot 1 (18.68-acres) and will be developed in phases.
- The Site Plan was reviewed and approved by the Planning Commission on August 9, 2021.
- Grading has begun and First Phase buildings have been submitted for plan check.

SOLID ROCK APOSTOLIC CHURCH:

- A Site Plan application and Preliminary Plat for a 3,500sf church and related site improvements. The subject site is generally located on the northeast corner of South 33rd West Avenue and 141st Street South.
- The Preliminary Plat was approved at the August 9th, 2021 Planning Commission meeting.

BANNING PARK:

- A Site Plan application for a proposed 15,600 sf light industrial/office building with related site improvements on a 1.92-acre site. The subject site is situated on the north side of West 161st South approximately 2,000 feet east of the US75 and West 161st South intersection.
- The related Annexation, Comprehensive Plan Amendment, and Zone Amendment was reviewed and approved by the Planning Commission on June 14, 2021, and by the City Council on July 6, 2021.
- A Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021 and is scheduled for review at the September 13th, 2021 Planning Commission meeting.

C. LOT SPLIT APPLICATIONS:

- No new applications are in process currently.

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT

DEPARTMENT ACTIVITY: AUGUST, 2021

- Elm Pointe II: Residential Addition
- The Pines: Residential Addition
- Glen Hills Phase I & II: Residential Additions
- Scissortail Phase I: Residential Addition:

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- South 75 Business Park Phase III: Commercial Development
- Elwood Creek Addition: Commercial Building Project
- Glenpool Ridge Senior Living Project
- Quality Heat & Air Site and Building Project
- Kum & Go Site & Building Project
- Frankoma Pottery Site & Building Project
- Same Day Auto Repair Site & Building Project

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in August, 2021	-0-
New Commercial Permits Issued in August, 2021	2
Current Active Residential Permits	74
Current Active Commercial Permits	31
2020 Residential Permits thru August	62
2021 Residential Permits Issued Thru August	68
2020 Commercial Permits Issued Thru August	6
2021 Commercial Permits Issued Thru August	12

B. CODE ENFORCEMENT DEPARTMENT: AUGUST, 2021

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.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs

DEPARTMENT ACTIVITY FOR THE MONTH: AUGUST, 2021

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	241

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Open public nuisance cases thru August	29
Code Enforcement Cases in August	37
High grass:	16
Fire damaged structures:	-0-
Illegally parked vehicles:	11
Nuisance abatements (contractor):	-0-
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	16
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	10
Dilapidated structure/property notices:	1
Trash can/receptacle placement notices:	-0-
Misc.: Building Demolition & Removal	-0-
Inoperable/Abandoned Vehicles	3
<u>Visual Impairment caused by trees, shrubs, vehicles etc. interfering with traffic flow</u>	2
	1
Assessment Letters Issued in August	
Total Assessment Letters Issued in 2021	12

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To: Mayor and Council

From: David Tillotson

Date: September 3, 2021

Re: City Manager Report

COVID

I have attached the latest data from the weekly reports published by the Tulsa Health Department and the Oklahoma State Department of Health. Glenpool had a bad week for new cases. Our active cases increased from 133 to 175. This spike increased our risk level from the Extreme Severe Risk range to Extreme Severe Risk II range. No other zip code in Tulsa County was as high in active cases per thousand as ours was for the August 25th-31st timeline. Overall, we are still below the averages and medians in the Tulsa Metro, but more weeks like this one will see that statistics begin to change.

Open Positions

The City currently has positions open in the following departments:

- Police Department: Dispatcher
- Public Works: 4 positions
 - City Engineer *new in FY21-22 budget
 - Water/Sewer Laborer *new in FY21-22 budget
 - Not advertised yet
 - Administrative Assistant *new in FY21-22 budget
 - Not advertised yet
- Administration:
 - Part-time Administrative Assistant *new in FY21-22 budget
 - Not advertised yet

We are still finalizing job descriptions for several of the new positions approved in the budget and will be opening those positions up soon.

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Miscellaneous

- Mayor Calvert and I attended an event honoring the Tulsa Driller's mascot, "Horsnby" on Friday, September 3rd. This is Hornsby's 25th year and the team is working to have Hornsby accepted into the Mascot Hall of Fame. Mayor Calvert presented Hornsby with a key to the city and a proclamation. I have attached the proclamation wording to my report.
- We have one project left from our Road Repair Bid. Project #17, which includes repairs and overlays starting on 145th Pl. S. and continuing to S. Nyssa Pl. We are working to repair not only pavement issues, but drainage issues as well with this project. It should be starting soon.
- The Youth Outdoor Adventures event is set for September 18th at the Conference Center. This event was formerly our annual Fishing Derby but has been expanded this year to include other outdoor activities, including archery, kayaking and more.
- BlackGold Days is fast approaching, with the event planned in BlackGold park for Thursday, September 30th through Sunday, October 3rd.
- The Optimist Club expressed an interest in running the car show that the City (predominantly Lea Ann) traditionally has planned and managed. This year we have turned the management of this event over to the Optimist Club, although we continue to work with them on the project. The BlackGold car show is set for October 16th.
- Our annual Spooktacular event is back this year and scheduled for October 24th.

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Tulsa Metro Cities COVID Comparison

Cumulative Case Comparison

	Cases as of 09/01/2021	State Rank - Total Cases	State Rank Change	2019 Population	Cases per 1,000 pop
Collinsville	3,112	29	Up 1	7,236	430.07
Claremore	7,727	10	Up 1	18,743	412.26
Skiatook	2,188	43	Even	8,052	271.73
Coweta	2,472	39	Up 1	10,032	246.41
Sand Springs	4,379	23	Even	19,905	219.99
Sapulpa	4,134	24	Even	21,278	194.29
Broken Arrow	20,373	4	Even	110,198	184.88
Owasso	6,785	13	Even	36,957	183.59
Okmulgee	2,071	46	Up 4	11,711	176.84
Bixby	4,611	20	Even	27,944	165.01
Glenpool	2,114	45	Up 1	13,936	151.69
Catoosa	1,054	85	Up 2	6,953	151.59
Jenks	3,577	27	Even	23,767	150.50
Tulsa	56,061	2	Even	401,190	139.74
Average	219.90				
Median	184.23				

Active Case Comparison

	Active Cases as of 09/01/2021	Metro Rank - Active Cases	Cumulative Deaths	2019 Population	Active Cases per 1,000 pop	Deaths per 1,000
Claremore	484	3	131	18,743	25.82	6.99
Collinsville	171	11	35	7,236	23.63	4.84
Coweta	179	9	39	10,032	17.84	3.89
Catoosa	112	14	18	6,953	16.11	2.59
Okmulgee	187	8	46	11,711	15.97	3.93
Sand Springs	298	5	83	19,905	14.97	4.17
Skiatook	117	13	19	8,052	14.53	2.36
Glenpool	175	10	30	13,936	12.56	2.15
Sapulpa	236	6	77	21,278	11.09	3.62
Broken Arrow	1,093	2	240	110,198	9.92	2.18
Tulsa	3,353	1	833	401,190	8.36	2.08
Owasso	306	4	88	36,957	8.28	2.38
Bixby	212	7	39	27,944	7.59	1.40
Jenks	153	12	29	23,767	6.44	1.22
Average	13.79					3.13
Median	13.54					2.48

Weekly Data

Glenpool

State

County

Date	Cumulative	Recovered	Active	Deaths	Level	Cumulative	Recovered	Active	Deaths	Cumulative	Recovered	Active	Deaths
3/24/2021	1587	1539	48	17		435449	419693	15756	4850	72378	71231	1147	774
3/31/2021	1589	1547	42	17	Yellow	437853	422360	15493	4953	72684	71625	1059	794
4/7/2021	1590	1546	44	24	Yellow	440023	423402	16621	6669	73012	71990	1022	1014
4/14/2021	1597	1546	51	24	Yellow	443756	427029	16727	6697	73345	72320	1025	1022
4/21/2021	1602	1551	51	24	Yellow	445649	428811	16838	6716	73773	72686	1087	1022
4/28/2021	1605	1559	46	24	Yellow	447279	430095	17184	6788	74049	72957	1092	1033
5/5/2021	1605	1559	46	24		448872	439686	9186	6832	74382	73925	457	1044
5/12/2021	1616	1585	31	25	Green	450315	441302	9013	6878	74684	74238	446	1054

8/11/2021	1884	1748	136	27	Extreme Severe Risk	500311	472124	28187	7594	85186	81270	3916	1180
8/18/2021	1944	1805	139	28	Extreme Severe Risk	515801	484745	31056	7676	87935	83622	4313	1196
8/25/2021	2006	1873	133	30	Extreme Severe Risk	530594	499290	31304	7812	90347	86362	3985	1228
9/1/2021	2114	1939	175	30	Extreme Severe Risk II	550239	515598	34641	8001	93253	89282	3971	1273

The City of Glenpool, Oklahoma **Proclamation**

Whereas, the past twenty-five years Hornsby, the Tulsa Drillers Mascot has brought joyful entertainment to the Drillers fans; and,

Whereas, Hornsby has surprised and delighted children of all ages by his frequent appearances at community events; and,

Whereas, Hornsby has continuously set a great example for local students by promoting his Anti-Bullying Campaign in our local schools; and,

Whereas, to commemorate Hornsby's exemplary work and example for the past twenty-five years, he is hereby declared an honorary citizen of the City of Glenpool and presented with a Key to the City.

Now, Therefore, I Joyce Calvert, by virtue of the authority vested in me as Mayor of the City of Glenpool, do hereby proclaim September 3, 2021, as:

HORNSBY DAY

Dated this 2nd day of September, 2021

Joyce G. Calvert, Mayor



MINUTES
Regular Meeting
Monday, August 16, 2021 Council Chambers 6:00 PM

COUNCIL PRESENT:

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

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
Frank Ordaz
Lynn Burrow
Jim Martin
Paul Newton

- A) Call to Order - Joyce G Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:03 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
- C) Invocation –Undré Alee, Kirk Crossing Student Minister**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Recognition of Retiring Volunteer Firefighter Charlie Emde - Paul Newton, Fire Chief**
This item was removed from the agenda.
- F) Public Safety Swearing-In Ceremony – George Miles, Municipal Judge**

Judge Miles administered the Oath of Office to Officers Corey Crow and Dereck Lewis; and Firefighters Bryce Gilbert and Jake Zickelfoose.

G) Community Development Report – Lynn Burrow, Community Development Director

[Community Development Director's Report 08 16 21](#)

H) City Manager Report – David Tillotson, City Manager

[CM Report.08162021](#)
[Covid Chart](#)

I) Mayor Report – Joyce G. Calvert, Mayor

- Tomorrow is the ground breaking ceremony for Floyd's RV
- HOA president requested that everyone be aware of, and watch the school crosswalks, since school has started.

J) Council Comments

Councilor Brobst said he enjoyed attending his first Chamber Luncheon last week, and is looking forward to the next one.

Councilor Lund reminded everyone that school has started, and asked that everyone watch out for school busses – don't run their red lights, don't go around them at a stop sign, and watch for the kids.

Councilor Kearns said that it was a great day for the City of Glenpool and the Glenpool Fire Department. He has known Jake Zickelfoose, and Bryce Gilbert since they were kids. He also said it is a testament to Chief Newton and Deputy Chief Tanner to get hometown kids to pledge their service to our fire department. They are great kids, that come from great family backgrounds.

K) Public Comments

Cory Samples, Glenpool resident, spoke about pets within Glenpool city limits, and a new reptile store. He has concerns about ordinances, and the City Code, and will be following up with City staff.

L) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from August 2, 2021 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the minutes as presented.

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

CARRIED.

[City Council Regular Meeting - 02 Aug 2021 - Minutes - Pdf](#)

[City Council Regular Meeting - 02 Aug 2021 - Minutes - Html](#)

- 2) Discussion and possible action to approve, deny or amend proposed Ordinance No. 789, amending Title 6 of the Code of Ordinances for the City of Glenpool in order to adopt a more effective noise ordinance in compliance with statutory requirements, tabled from August 2, 2021 meeting.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approve of proposed Ordinance No. 789, amending Title 6 of the Code of Ordinances for the City of Glenpool in order to adopt a more effective noise ordinance in compliance with statutory requirements, tabled from August 2, 2021 meeting. The City Council has previously adopted Sections 6-1C-8 (Disturbing the Peace; Disorderly Conduct), 6-1C-9 (Noisy Conditions), 6-1C-10 (Unlawful Signs, Literature or Language) and 6-1C-11 (Insults To Teachers) of the City Code of Ordinances for the purpose of implementing the statutory provisions. However, many of the ordinances are outdated, do not accurately reflect the statutes and do not include a penalty provision.

Moved by Brandon Kearns, seconded by Tim Fox

To approve Ordinance No. 789, amending Title 6 of the Code of Ordinances for the City of Glenpool in order to adopt a more effective noise ordinance in compliance with statutory requirements, tabled from

August 2, 2021 meeting.

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

CARRIED.

[Staff Report - Amd Noise Ord 070621](#)
[Ordinance No. 789 AMD Title 6 Art C - Disturbing the Peace](#)

- 3) Discussion and possible action to approve, deny or amend an Emergency Clause in order to cause Amendment No. 789 (noise ordinance) to become effective immediately upon adoption.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of an Emergency Clause in order to cause Amendment No. 789 (noise ordinance) to become effective immediately upon adoption.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve an Emergency Clause in order to cause Amendment No. 789 (noise ordinance) to become effective immediately upon adoption.

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

CARRIED.

[Emergency Clause Ordinance No. 789](#)

- 4) **WADE'S RV:** Application for a Zone Amendment (GZ-303). The subject site is approximately 12-acres in size and is situated on the east side of US75 directly east of the intersection US-75 and West 158th Street. The proposed Zone Amendment will change the zoning from RS-3 (Single Family High Density) to CG (Commercial General).

Applicant's Representative: JR Donelson
(Gerald Gilbert, Planning Director)

A. Public Hearing on the proposed Zone Amendment (GZ-303).

B. Discussion and possible action to approve, deny, or amend Ordinance No. 792, an ordinance amending Ordinance No. 746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Density) to CG (Commercial General), as recommended by the Planning Commission under application GZ-303; and repealing all ordinances or parts of ordinances in conflict herewith.

Mr. Gilbert presented WADE'S RV: Application for a Zone Amendment (GZ-303). The subject site is approximately 12-acres in size and is situated on the east side of US75 directly east of the intersection US-75 and West 158th Street. The proposed Zone Amendment will change the zoning from RS-3 (Single Family High Density) to CG (Commercial General).

A. Public Hearing on the proposed Zone Amendment (GZ-303).

- Mayor Calvert opened the Public Hearing at **7:07 p.m.**
- Wade Reeves spoke in favor of this item and answered questions from Council.
- Mayor Calvert closed the Public Hearing at **7:09 p.m.**

B. Mr. Gilbert recommended Council approval of Ordinance No. 792, an ordinance amending Ordinance No. 746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Density) to CG (Commercial General), as recommended by the Planning Commission under application GZ-303; and repealing all ordinances or parts of ordinances in conflict herewith.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve Ordinance No. 792, an ordinance amending Ordinance No.

746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Density) to CG (Commercial General), as recommended by the Planning Commission under application GZ-303; and repealing all ordinances or parts of ordinances in conflict herewith.

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

CARRIED.

[CC STAFF REPORT GZ-303 - WADES RV - AUG 16 2021 \(003\)](#)
[CC STAFF REPORT GZ-303 - WADES RV ATTACHMENTS - AUG 16 2021 \(003\)](#)
[ORD 792 ZONE AMENDMENT GZ-303](#)

- 5) Discussion and possible action to approve or deny a quote received from Automatic Engineering for the purchase of a Kubota Compact Excavator, in a total amount not to exceed \$69,602.43, with \$34,801.21 of the total amount to be funded from the approved FY 21/22 Budget: Account No. 01-6-14-6333: Capital Purchases, and to authorize the City Manager to execute the same.
(Lynn Burrow, Community Development Director)

*Mr. Burrow noted the quote was received from Kubota Construction Equipment of Tulsa.

Mr. Burrow then presented and recommended Council approval of a quote received from Kubota Construction Equipment of Tulsa for the purchase of a Kubota Compact Excavator, in a total amount not to exceed \$69,602.43, with \$34,801.21 of the total amount to be funded from the approved FY 21/22 Budget: Account No. 01-6-14-6333: Capital Purchases, and to authorize the City Manager to execute the same. This excavator will be used for most of the heavier repair and replacement projects encountered by the Water and Sewer Division as well as the Streets and Parks Department. The existing smaller track hoe is mainly being used by the Water and Sewer Department and will remain in

service for projects where there is limited access and for light duty excavations such as water service connections.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the quote received from Kubota construction Equipment of Tulsa for the purchase of a Kubota Compact Excavator, in a total amount not to exceed \$69,602.43, with \$34,801.21 of the total amount to be funded from the approved FY 21/22 Budget: Account No. 01-6-14-6333: Capital Purchases, and to authorize the City Manager to execute the same.

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

CARRIED.

[Memorandum City Council meeting Agenda Item 08 16 21 Equipment Purchase](#)

- 6) Discussion and possible action to approve, deny or amend the purchase of 5 - 2021 Ford Police Interceptor vehicles and associated equipment at a cost not to exceed \$243,182.75, to be funded from the approved FY 21/22 Public Safety Capital Budget Account No. 51-6-03-6350: Vehicles (Jim Martin, Police Chief)

Chief Martin presented and recommended Council approval of the purchase of 5 - 2021 Ford Police Interceptor vehicles and associated equipment at a cost not to exceed \$243,182.75, to be funded from the approved FY 21/22 Public Safety Capital Budget Account No. 51-6-03-6350: Vehicles. This purchase will replace high mileage police vehicles and aging and non-functioning vehicle equipment.

Moved by Jacqueline Triplett-Lund, seconded by Tim Fox

To approve the purchase of 5 - 2021 Ford Police Interceptor vehicles

and associated equipment at a cost not to exceed \$243,182.75, to be funded from the approved FY 21/22 Public Safety Capital Budget Account No. 51-6-03-6350: Vehicles.

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

CARRIED.

2021 GPD Vehicle Purchase Staff Report

- 7) Discussion and possible action to approve, deny or amend the terms of a Lease Purchase Agreement with Oklahoma State Bank in the amount of \$ 243,182.75 for the purchase of 5 new police cars and their associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval a Lease Purchase Agreement with Oklahoma State Bank in the amount of \$ 243,182.75 for the purchase of 5 new police cars and their associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney. The budget for FY21-22 included the purchase of 5 new police cars and the associated equipment and planned for these vehicles to be financed through a lease-purchase agreement. After researching interest rates from various financial institutions, staff recommends that Council use Oklahoma State Bank. Not only are they the lowest interest rate at 2.38%, but the City has used this bank in the past and has not experienced any issues.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve the terms of a Lease Purchase Agreement with Oklahoma State Bank in the amount of \$ 243,182.75 for the purchase of 5 new police cars and their associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney.

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

CARRIED.

[Staff Report - PD Vehicle Financing](#)

- 8) Discussion and possible action to approve, deny or amend the purchase of a 2023 Pierce Velocity Pumper and associated equipment at a cost not to exceed \$807,552.63.
(Paul Newton, Fire Chief)

Chief Newton presented and recommended Council approval of the purchase of a 2023 Pierce Velocity Pumper and associated equipment at a cost not to exceed \$807,552.63. This project was identified as a priority for the Fiscal Year 21-22 budget. It was submitted and approved with an estimated budget of \$780,000. This vehicle will replace a 2011 pumper in front line service.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the purchase of a 2023 Pierce Velocity Pumper and associated equipment at a cost not to exceed \$807,552.63.

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

CARRIED.

Staff Report - FD Pumper

- 9) Discussion and possible action to approve, deny or amend the terms of a Lease Purchase Agreement with PNC Equipment Finance in the amount of \$780,000 for the purchase of a new Pierce Velocity Pumper and associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of a Lease Purchase Agreement with PNC Equipment Finance in the amount of \$780,000 for the purchase of a new Pierce Velocity Pumper and associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney. The budget for FY21-22 included the purchase of a new pumper and associated equipment and planned for this vehicle to be financed through a lease purchase agreement. Financing the pumper through PNC Equipment Finance, which is the financing arm of Pierce, will allow the City to take advantage of the pre-payment discount of \$27,552.63 without having to pay for the vehicle up-front.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve the terms of a Lease Purchase Agreement with PNC Equipment Finance in the amount of \$780,000 for the purchase of a new Pierce Velocity Pumper and associated equipment, and to authorize the City Manager to sign the agreement upon approval as to form by the City Attorney.

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

CARRIED.

[Staff Report - FD Pumper Financing](#)

- 10) Discussion and possible action to approve, deny or amend the purchase of a 2021 Chevrolet 1500 Silverado and associated equipment at a cost not to exceed \$70,835.90.
(Paul Newton, Fire Chief)

Chief Newton presented and recommended Council approval of the purchase of a 2021 Chevrolet 1500 Silverado and associated equipment at a cost not to exceed \$70,835.90. The Fire Department requested and received budget approval, for an amount not to exceed \$75,000.00, to replace the Deputy Chief's vehicle.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the purchase of a 2021 Chevrolet 1500 Silverado and associated equipment at a cost not to exceed \$70,835.90.

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

CARRIED.

[Staff Report - Deputy Chief Vehicle](#)

- 11) Discussion and possible action to approve, deny or amend the purchase of a 2021 Chevrolet Tahoe from Mark Allen Chevrolet in the amount of \$54,800.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the purchase of a 2021 Chevrolet Tahoe from Mark Allen Chevrolet in the amount of \$54,800. The current vehicle has almost 175,000 miles on it (174,780). A new vehicle was discussed briefly during Council's budget conversations, but no decision was made at that time. Mayor Calvert asked staff to get a quote and place it on the agenda for consideration.

Moved by Tim Fox, seconded by Jacqueline Triplett-Lund

To approve the purchase of a 2021 Chevrolet Tahoe from Mark Allen Chevrolet in the amount of \$54,800.

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

CARRIED.

Staff Report - CM Vehicle

- 12) Discussion and possible action to approve, deny or amend Budget Amendment City-02 for Fiscal Year 2021-2022 which allocates \$54,800 from the General Fund (01) Fund Balance to replace the City Manager's vehicle and \$70,835.90 from the Public Safety Capital Fund (51) Fund Balance to replace the Fire Deputy Chief vehicle.
(Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of Budget Amendment City-02 for Fiscal Year 2021-2022 which allocates \$54,800 from the General Fund (01) Fund Balance to replace the City Manager's vehicle and \$70,835.90 from the Public Safety Capital Fund (51) Fund Balance to replace the Fire Deputy Chief vehicle.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Budget Amendment City-02 for Fiscal Year 2021-2022 which allocates \$54,800 from the General Fund (01) Fund Balance to replace the City Manager's vehicle and \$70,835.90 from the Public Safety Capital Fund (51) Fund Balance to replace the Fire Deputy Chief vehicle.

	For	Against	Abstained	Absent
Joyce Calvert	x			

Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - Budget Amendment for City Manager and Fire Deputy Chief vehicles](#)

[BUDGET AMENDMENT FORM CITY 2 FY2022 CM vehicle \\$54800 and Deputy Fire Chief Vehicle \\$70835.90 Aug 16 2021 Board Meeting](#)

- 13) Discussion and possible action to approve, deny or amend Budget Amendment City-01 for Fiscal Year 2021-2022 which allocates \$314,202.25 from the General Fund Balance for Phase III of the Warrior Road Rehabilitation Project (between 151th Street and 146th Street). (Frank Ordaz, Finance Director)

Mr. Ordaz presented and recommended Council approval of Budget Amendment City-01 for Fiscal Year 2021-2022 which allocates \$314,202.25 from the General Fund Balance for Phase III of the Warrior Road Rehabilitation Project (between 151th Street and 146th Street) because the Move Glenpool Forward tax has been spent.

Moved by Chris Brobst, seconded by Brandon Kearns

To approve Budget Amendment City-01 for Fiscal Year 2021-2022 which allocates \$314,202.25 from the General Fund Balance for Phase III of the Warrior Road Rehabilitation Project (between 151th Street and 146th Street).

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

CARRIED.

[Staff Report - Budget Amendment CITY01.FYE22](#)
[Budget Amedment.CITY01.08162021](#)

- 14) Discussion and possible action to enter into Executive Session for the purpose of confidential communications between a public body and its attorney concerning a pending investigation, claim, or action because the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, to wit, status of CV-2020-00399, Jenks Outdoor Advertising v. City of Glenpool Board of Adjustment, and status of CV-2021-1171, CCL Ranch Properties LLC v. City of Glenpool, pursuant to 25 O.S. § 307.B.4. of the Open Meeting Act (Lowell Peterson, City Attorney)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To enter into Executive Session at 7:37 p.m.

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

CARRIED.

- 15) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To reconvene in Regular Session at 7:55 p.m.

	For	Against	Abstained	Absent

Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

M) Adjournment

Mayor Calvert declared the meeting adjourned at 7:56 p.m.



To: Mayor and Council

From: Frank Ordaz, Finance Director

Date: September 1, 2021

Re: Fire Department Pumper Financing Resolution

Background:

On August 16, 2021, City Council authorized the City Manager to pursue financing for the Lease Purchase Agreement with PNC Equipment Finance (PNC) to purchase the 2023 Pierce Velocity Pumper for the Fire Department (Regular Agenda, Item 9). This purchase through a five-year lease-purchase agreement financing is included in the FY2021-2022 budget.

PNC financing allows the City to take advantage of a pre-payment discount of \$27,552.63 without having to pay for the vehicle up-front since the first payment is not due until delivery of the vehicle in approximately 14 months. Five payments of \$164,960.58 each are due annually at an interest rate of 1.86%, and the City will own the pumper once the note is paid off.

The resolution is required by PNC to fund this transaction by Wednesday, September 8, 2021.

Staff Recommendation:

Staff recommends approval of Resolution 2021009 to authorize the Lease Purchase Agreement with PNC Equipment Finance for the purchase of a new Pierce Velocity Pumper and associated equipment and to allow the City Manager to sign the agreement upon approval as to form by the City Attorney.

Attachments:

- Resolution 2021009

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

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

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

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

RESOLUTION 2021009

Municipality/Lessee: City of Glenpool, OK_____

Principal Amount Expected To Be Financed: \$ 780,000_____

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the City Manager_____ OR _____ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: _____

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

*155 E. Broad St., B4-B230-05-7 ♦ Columbus, Ohio 43215
phone 800-820-9041 ♦ fax 800-678-0602*

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: September 7, 2021
Subject: Park and Recreation Facility User Agreement, including provisions for alcoholic beverage service and COVID-19 protocols, with the Glenpool Chamber of Commerce for the use of BlackGold Park for annual Black Gold Days

Background:

The attached proposed User Agreement with the Chamber of Commerce provides the same terms and conditions as that agreed to last year by the Council for the use of BlackGold Park for the annual event of Black Gold Days.

The wine and beer service feature necessitates that the Chamber and vendors provide certain licenses and permits to include a brewer's license, vintner's license, bartenders' licenses, sales tax permit and insurance adding the City as a covered entity. Sydney Bland, Chamber Director, has very conscientiously met all the City's requirements.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the Mayor to execute the User Agreement and staff to take such other actions as may be needed for its full implementation.

Attachments:

- Proposed User Agreement with the Chamber of Commerce
- Checklist of Documents that Chamber has provided

CITY OF GLENPOOL
PARK AND RECREATION FACILITY USER AGREEMENT
[INCLUDING ALCOHOLIC BEVERAGE SERVICE and
COVID-19 PROVISIONS]

This Park and Recreation Facility User Agreement (“**Agreement**”) is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 (“**City**”) and the Glenpool Chamber of Commerce, a qualified 501(c)(6) non-profit organization (Business League) with its mission to promote business and the general welfare in the City of Glenpool (“**User**”).

Section 1. Grant of User License. By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as BlackGold Park (the “**Premises**”), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, associated concession stands, storage building, restrooms and any related improvements (“**Facilities**”), as illustrated on **Exhibit A** hereto and incorporated herein for the following:

All Dates in Use for any Purpose: Sept. 29 – Oct. 3

Hours: 12:00 a.m. – 11:59 p.m. throughout

Exclusively and solely for the designated purpose of sponsoring and/or operating an event known as BlackGold Days (the “**Event**”). The Event includes but is not limited to the operation of location(s) designated for the sale, service and consumption of Alcoholic Beverages as defined in and governed by Section 7 below.

Section 2. Capacity; Crowd Control. User's best estimate of the number of “**Persons**” (including but not limited to attendees, guests, vendors and employees) at the Event on the designated dates and peak hours as follows:

Dates	Peak Hours	Anticipated Number of Persons
Sept. 29	9 a.m. – 3 p.m.	12 – 20 persons for set-up only
Sept. 30	5 p.m. – 10 p.m.	1,000
Oct. 1	5 p.m. – 11 p.m.	3,000
Oct. 2	8 a.m. – 11p.m.	4,000
Oct. 3	1 p.m. – 6 p.m.	1,000

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11 p.m. Curfew may be extended only by consent of the City Manager or his designee and for adult use only to accommodate User's requirements. No minors (persons under the age of 18 years) will be allowed on the Premises after 11 p.m. under any circumstance, whether or not accompanied by an adult. No persons under the age of 21 years will at any time be allowed in space(s) designated for the sale, service or consumption of Alcoholic Beverages.

Section 3. Inclement Weather/Public Safety Cancellations. City staff, in consultation with the User, reserves the right to close the Premises and cancel any or all activities related to the Event when City staff determines that, due to inclement weather or other adverse conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event or any part of the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity. In all cases, such determination will be made, or not, in the sole discretion of one or more authorized City personnel. This section shall not limit the right or authority of the User to make an independent decision to cancel all or any part of the Event based on a reasonable belief that cancellation is warranted by any unforeseen event and that User might risk liability for its failure to do so.

Section 4. Event Open to Public. Except as otherwise provided with respect to the service, sale or consumption of Alcoholic Beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no one under the age of 21 years is permitted in designated areas where Alcoholic Beverages may be served, sold or consumed.

Section 5. Waiver of User Fee. The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

Section 6. Operation of Concession Facility. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event. Whether the concession facility will be operated by a third-party vendor in a contractual relationship with the City is a decision left to the sole discretion of City personnel.

Section 7. Alcoholic Beverages During Event. User expects that “Beer” as defined in Section 1-103(5) and “Wine” as defined in Section 1-103(67) of the Oklahoma Alcoholic Beverage Control Act at Title 37A of the Oklahoma Statutes, and no other alcoholic beverages as defined in subsection (3) thereof, (“Alcoholic Beverages”) will be available for purchase/dispensation/consumption during the Event at only the following designated locations and only during the stated hours:

Dates	Hours of Sales/Service	Designated Locations
Sept. 30	Noon – 11 p.m.	Assigned Location
Oct. 2	Noon – 11 p.m.	Assigned Location
Oct. 3	Noon – 11 p.m.	Assigned Location

User is responsible to comply, and ensure that its guests comply, with all applicable federal, state, and local laws and regulations pertaining to the possession, distribution, and consumption of Alcoholic Beverages in the State of Oklahoma. If Alcoholic Beverages are to be sold or given away to guests at the Event, such Alcoholic Beverages shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so. User and its vendor(s) shall comply with all applicable rules and regulations promulgated in accordance with the Oklahoma Alcoholic Beverage Control Act as amended and codified at Title 37A of the Oklahoma Statutes.

Prior to the Event, User shall provide to the City a copy of the Alcoholic Beverage license(s) and liability insurance certificate(s) for all persons or organizations that will be selling or giving away of Alcoholic Beverages. Additionally, User [or third-party vendor(s)] shall provide sufficient security for the Event, at User's [or such third-party vendor(s)'s] sole cost, to ensure the safety and well-being of guests at the Event as well as the safety and security of the Premises and Facilities. User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in any way related to use of the Premises by persons consuming Alcoholic Beverages.

Although Alcoholic Beverages purchased/served/consumed at the designated locations may be consumed elsewhere on the Premises, Alcoholic Beverages will not be permitted to leave the Premises under any circumstance. User or third-party vendor(s) may bring in and remove products and equipment as necessary for the service of Alcoholic Beverages on the Premises during or at the conclusion of the Term of this Agreement, as defined in Sections 1 and 8.

**** NOTE: User must submit at Exhibit B: (1) Approved Application for permit to serve Alcoholic Beverages at City Park; (2) Oklahoma Tax Commission License/Permit; and (3) Certificate of Insurance in compliance with Section 18 below.**

Section 8. Term of Agreement. This Agreement shall commence and be effective on and during, and terminate, on the times designated in Section 1 (the “Term”) unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by authorized City personnel.

Section 9. Restrictions on Alteration of Premises. Premises shall remain property of the City and may not be modified, altered, or destroyed without the prior written permission of City. Further, no improvements, structures or fixtures of any kind may be built or brought upon said Premises without the prior written permission of authorized City personnel and in accordance with terms and conditions to be recorded by separate agreement: provided that the parties agree that certain equipment, rides, games and other temporary improvements, structures or fixtures necessarily related to the Event’s authorized purposes may be brought onto the Premises without any further agreement being necessary.

Section 10. No Warranty by City. User acknowledges that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. User assumes all risk and liability of using the Premises for its stated purposes and indemnifies and holds City harmless for all damages to property or injuries to persons on the Premises during the Event.

Section 11. Cleanup. After each daily use of Premises, or more often as reasonably necessary, User [or third-party vendor(s)] shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures and deposit the same in trash cans or commercial dumpsters provided by City prior to concluding the Event. Failure to clean up to a reasonable degree and to the satisfaction of City will

result in a ban of any responsible person from future uses and may result in a civil claim for damages or criminal prosecution, depending on severity.

Section 12. User to Provide Traffic and Parking Control. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas. **User assumes all risk and liability of using the parking areas connected to the Premises for User's stated purposes and holds City harmless for all damages to property or injuries to persons on the Premises related to traffic/parking control.**

Section 13. City Retains Right of Entry and Inspection. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

Section 14. Reimbursement to City for Certain Maintenance and Repairs. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property or fixtures attached to, or any other improvements on, the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' activities. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

Section 15. City to Provide Utilities. City shall provide all utilities needed and used by User upon the Premises without cost to User or any Event participant.

Section 16. Written COVID-19 Protocol Plan.

- a. **Written Plan Required.** User shall submit, along with this User Agreement a written plan documenting protocols that will be observed with the intention of Limiting or preventing the spread of the COVID-19 contagion, or any variant thereof, during the Event.
- b. **Required Contents.** Such written plan shall include, at a minimum: the practice of social distancing; provisions for cleaning and sanitation, especially at restrooms and eating sites; all applicable City of Glenpool or Tulsa County Health Department regulations; recommendations of the Center for Disease Control, Oklahoma State Department of Health and Tulsa County Health Department; any facial mask requirement imposed by User on staff, volunteer and attendees; and messaging to staff, volunteers and attendees informing them of such protocols.
- c. **Limitation of City Liability.** City shall not be responsible for the creation or implementation of any such plan, nor shall the City pass any judgment on the effectiveness of such plan so as to imply approval or disapproval beyond confirming whether such plan does or does not satisfy the minimum requirements stated in this Section 16. See Sections 17 and 18 herein regarding indemnification and insurance requirements.

Section 17. Indemnification of the City. As partial consideration for this Agreement, User agrees to indemnify and/or defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against: (i) any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees,

members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of Premises, whether during an approved, supervised activity or not; and (ii) any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or failure to perform the terms and conditions of this Agreement. Indemnification, hold harmless and defense obligations shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. Such indemnification, defense and hold harmless provision expressly includes any and all liability, damages and/or injuries (including serious illness, hospitalization or death resulting from exposure to the COVID-19 contagion or any variant thereof.

Section 18. Insurance Required. Without limiting City's right to indemnification, User, its contractors, and subcontractors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event. Appropriateness will be a matter of separate verbal agreement between authorized representatives of User and City. User, and/or Event vendor(s) as applicable, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool, or User as applicable, as additional insured and as attached hereto with **Exhibit C**. Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired, and non-owned vehicles connected in any way with the Event.

Section 19. Prompt Notice to City of Serious Bodily Injury or Dispute. User shall provide City with prompt written notice of any serious injuries (serious injuries include all injuries that require medical treatment beyond first aid), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

Section 20. Termination. User may terminate this Agreement, without penalty, for any reason upon giving City prior written notice or by abandoning the Premises (not using the Premises during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations, or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User, third-party vendor(s) and/or attendees of the Event. Termination of this Agreement shall not terminate User's liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Section 21. Termination upon Substantial or Total Destruction of Premises. In the event of substantial or total destruction of Premises from any cause, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

Section 22. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma without regard to any choice of law provisions. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma. Prior to the filing of any action in the District Court arising out of this

Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his/her designee and User or User's representative.

Section 23. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

Section 24. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

Section 25. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

Section 26. Amendment of Agreement. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

USER
GLENPOOL CHAMBER OF COMMERCE

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Contact Information)

VERIFICATION

State of Oklahoma)
) ss
County of Tulsa)

Before me a notary public, on this _____ day of _____, 20____
personally appeared _____ known to me to be the _____ [title]
of the City of Glenpool Chamber of Commerce and to be the identical person who executed the foregoing
Agreement and acknowledged to me that she executed the same as her free and voluntary act and deed for
the uses and purposes therein set forth.

My Commission Expires:

Name:

**PARK OWNER
CITY OF GLENPOOL, OKLAHOMA**

By: _____
Joyce G. Calvert, Mayor

ATTESTED:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

Exhibits

A – Aerial view or other graphic depiction of Black Gold Park to include location(s) designated for sale/service/consumption of Alcoholic Beverages

B – Chamber Addendum: Completed and approved City Permit Application

1. ABLE Commission License/Permit, as applicable
2. Insurance Certificate, naming City as additional insured
3. ABLE Charitable Event License (if applicable)

C – Vendors (by name and for each):

1. Business Name: OTC License/Permit for Sales Tax
2. All applicable ABLE Licenses (e.g., Brewery/Winery/Distiller/other)
3. Bartender's(s') License(s) and Food Handler Permits, as applicable
4. Insurance Certificate naming User as Additional Insured
5. Required Signage

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 08/30/21
Re: Gym Memberships

Background:

When the Public Safety Building was designed, it had an area designated as a fitness room. That area was reconfigured for use as a courtroom when City Hall was built.

In lieu of onsite fitness facilities, City Managers have agreed to pay for gym memberships for Fire Department Union members. The original agreement was to remain in place until such time that the court room could be reclaimed for its original purpose, or until such time that a separate facility could be constructed onsite.

I have attached a copy of the most recent invoice for your consideration.

Staff Recommendation:

Staff recommends payment of attached invoice from Adrenaline Fitness in the amount of \$8,448.00.

Attachments:

Adrenaline Fitness Invoice – \$8,448.00

Adrenaline Fitness
5085 E 151st St S, Ste. A
Bixby, OK 74008
(918)366-7600
manager@adrenaline.fit
www.adrenaline.fit



INVOICE

BILL TO
City of Glenpool

INVOICE # 1327
DATE 08/04/2021
DUE DATE 08/15/2021
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Membership Annual Membership dues for 22 Firefighters. (8/15/21-8/14/22)	22	720.00	15,840.00T
Membership Glenpool Firefighter discount	22	-336.00	-7,392.00T

(22) City of Glenpool Annual Firefighter Membership

SUBTOTAL	8,448.00
TAX (0)	0.00
TOTAL	8,448.00
BALANCE DUE	\$8,448.00



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: KENDALWOOD NORTH MASTER IMPROVEMENT PLAN

DATE: SEPTEMBER 7, 2021

BACKGROUND

This item is for City Council consideration and action regarding the approval and formal adoption of a proposed Master Plan for improvements to be made to the Kendalwood North Community Park. The attached site survey covers existing improvements that were present in the park prior to the start of the on-going drainage improvement project. The drainage improvements are being completed as part of the City's arrangement with ODEQ regarding a Special Environmental Project (SEP) as part of the settlement agreement resulting from previous Wastewater Treatment Plant Discharge Permit violations. Also attached is a copy of the proposed Site Masterplan, developed by Helms and Associates in 2020. This site plan was a result of input received at meetings with interested citizens as well as the Council and is now being proposed as the basis for future recreational improvements to be funded in phases over the next several years. The goal is to formally adapt this base masterplan officially to be used as the basis for annual budgeting for the various improvements proposed for the park. Staff is soliciting any final design comments from the Council to be incorporated as necessary to finalize this document and to move ahead with the phasing of improvements and identifying those to be funded under the current FY 2021/2022 Budget: Item No. 01-6-14-6275 (Park Improvements) and to solicit material and installation costs for this year's improvement package.

Staff Recommendation:

Staff is recommending approval, or approval with modifications, of the proposed Master Improvement Plan for Kendalwood North Park per the attached documentation.

Attachments:

- A. Kendalwood North Master Plan
- B. Site Survey: Existing Improvements
- C. Park Drainage Improvement Plan

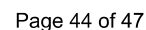
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

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

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

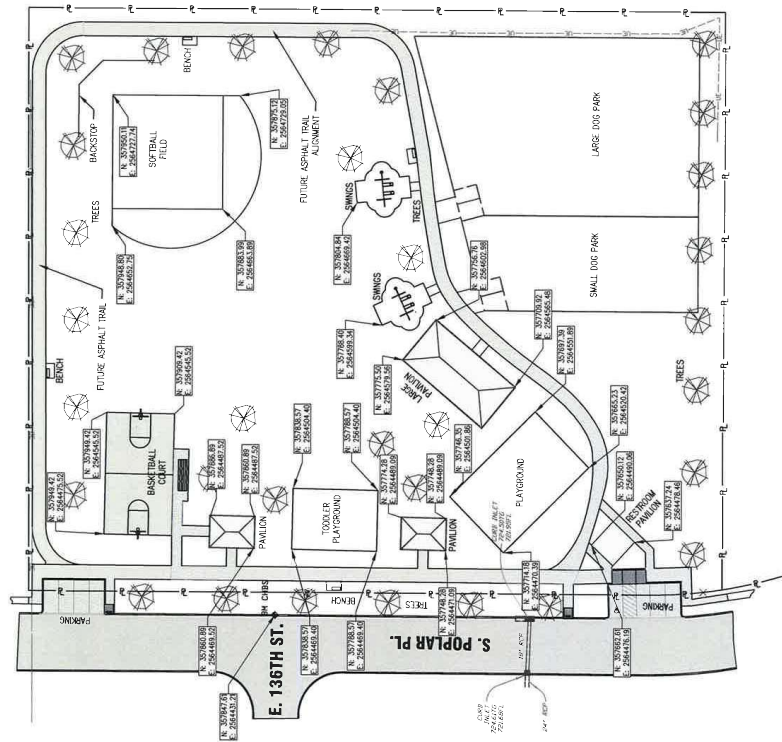
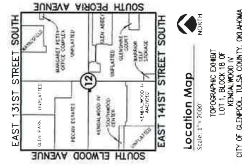
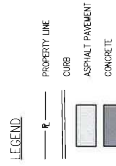
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



PRELIMINARY MASTER PLAN NOTES
 A. THE SUBORDINATES SHALL REFER TO THE ARCHITECTURAL PLANS FOR SPECIFIC DIMENSIONS
 B. THE MASTER PLAN MAY BE BUILT IN PHASES AS DETERMINED AT A LATER DATE BY THE CITY OF
 GLENPOOL

PRELIMINARY MASTER SITE PLAN PERFORMED BY OTHERS



NOTES:

KENDALWOOD NORTH PARK DRAINAGE IMPROVEMENTS
 CITY OF GLENPOOL, OKLAHOMA

PROPOSED(FUTURE) SITE PLAN



Designed By: <u>MM</u>	4	DATE: <u>5/24/2021</u>
Drawn By: <u>MM</u>	3	DATE: <u>5/24/2021</u>
Checked By: <u>MM</u>	2	DATE: <u>5/24/2021</u>
Issue Date: <u>5/24/21</u>	1	DATE: <u>5/24/2021</u>

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PROJECT NO. 2021-000000-07-001
 SHEET NO. C3

DATE: 5/24/2021
 DRAWN BY: MM
 CHECKED BY: MM
 ISSUE DATE: 5/24/21

