



**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting on October 5, 2020, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to approve minutes from September 8, 2020 meeting. (Wendy Knight, Secretary) GIA - 08 Sep 2020 - Minutes - Html	2 - 3
2) Discussion and possible action to approve the FY2020-2021 Agreement between the City of Glenpool, the Glenpool Industrial Authority, and the Glenpool Chamber of Commerce. (David Tillotson, City Manager) Staff Report - Chamber Agreement.GIA Chamber Agreement	4 - 9

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on October 2, 2020, by 4:00 pm.

Signed: Wendy Knight
Secretary



**MINUTES
GIA Meeting**

Tuesday, September 8, 2020 Council Chambers 6:00 PM

TRUSTEES PRESENT: Tim Fox
Momodou Ceesay
Brandon Kearns

TRUSTEES ABSENT: Jacqueline Triplett-Lund
Joyce Calvert

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

STAFF ABSENT: David Tillotson

A) Call to Order - Timothy Lee Fox, Chairman
Chairman Fox called the meeting to order at 7:29 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman
Wendy Knight called the roll, Chairman Fox declared a quorum present.

C) Scheduled Business

- 1) Discussion and possible action to approve minutes from August 3, 2020 meeting.
(Wendy Knight, Secretary)

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert				x

GIA
September 8, 2020

Jacqueline Triplett- Lund				x
Brandon Kearns	x			
	3	0	0	2

CARRIED.

[GIA - 03 Aug 2020 - Minutes - Html](#)

D) Adjournment

Chairman Fox declared the meeting adjourned at 7:30 p.m.



To: Chairman and Trustees

From: David Tillotson, City Manager

Date: September 25, 2020

Re: Chamber Agreement

Background:

The Chamber Contract is submitted for your approval. There are no monetary modifications from the previous contract, which calls for \$32,000 to be paid annually to the Chamber, plus \$5000 for BlackGold Days. There are a couple of changes that I want to bring to your attention:

- The total days the Chamber is not required to man the front desk increased from 12 to 15 at the request of the Chamber.
- We removed the monthly real estate report and replaced it with updated Business Retention and Expansion activities at the request of the City.
- We added a Force Majeure clause at the request of the Chamber.

Staff Recommendation:

Staff recommends approval of the Agreement with the Glenpool Chamber of Commerce and the City of Glenpool for FY2020-2021.

Attachments:

- Chamber of Commerce Agreement

Glenpool Industrial Authority/ Glenpool Chamber of Commerce Agreement

This agreement ("Agreement") is effective as of July 1, 2020, without regard to the date signed by either party, by and between the City of Glenpool, Oklahoma, a municipal corporation (the "City"), the Glenpool Industrial Authority, an Oklahoma public trust of which the City of Glenpool is beneficiary, ("GIA") and the Glenpool Chamber of Commerce, a not-for-profit corporation("Chamber").

I. GIA agrees to provide the following:

- A. GIA will provide space consisting of two offices and a reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
- B. Based on availability as determined in its discretion, GIA will provide use of meeting space for periodic use by the Chamber with reasonable notice to, and to be coordinated with, the Conference Center Director, and at no cost the Chamber. Chamber will be responsible for closing and locking the facility in the event their meeting concludes after city-hall business hours unless alternate arrangements are made with the Conference Center Director.
- C. GIA will provide the most appropriate meeting space, as determined by the Conference Center Director, for nine monthly business luncheons hosted by the Chamber, with reasonable notice to GIA, at no cost to the Chamber.
- D. GIA will also provide, at no cost to the Chamber, use of conference center space for the annual banquet hosted by the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leases at the Conference Center.
- E. GIA or City will provide and pay for all electricity, natural gas and City of Glenpool or the Glenpool Utility Services Authority-owned or -managed utilities for the spaces described in subsections A., B., C. and D.
- F. City will provide Chamber Two Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents monthly (\$2,666.66 monthly; aggregate of \$32,000 annually) as consideration for Chamber services that are of community-wide benefit to the City of Glenpool and enumerated in Section II of this Agreement.
- G. GIA will provide personnel to supplement the front desk support otherwise provided by the Chamber as required under Section II, for up to one day per week. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the city manager at least 48 hours in advance or risk that such

personnel will not be available. GIA shall not be required to provide such supplemental support for more than 15 days during any fiscal year that this Agreement is in force.

- H. GIA will support the economic development goals of the annual BlackGold Days event by contributing \$5,000 subject to such reasonable restrictions on its use as GIA or City deems appropriate; provided that the Chamber, or its vendors, will be responsible for the cost of making arrangements for additional trash service and portable restrooms. Costs for electrical work, park improvements requested by the Chamber for BlackGold Days and the cost of labor for City or GIA personnel provided to Chamber for the performance, without limitation, of maintenance, set-up assistance and/or security will be negotiated annually by the Chamber Director and City Manager. Neither the City nor GIA will be obligated to any monetary commitment for this event beyond the \$5,000 contributed under this subsection H.

II. Chamber agrees to provide the following:

- A. At any time Chamber personnel are the last to leave the premises, it will be that person's(s') responsibility to ensure that the Premises are closed and secured. Specifically, it is the responsibility of the Chamber to ensure the Conference Center is closed and secured properly at the end of any event hosted by the Chamber.
- B. Chamber will be responsible to pay: (i) annual rent to GIA for specified office, storage and conference room space in an amount not to exceed one hundred dollars (\$100) annually for the term of this Agreement; (ii) its own phone and Internet services, and (iii) signage pre-approved by City of Glenpool or GIA staff.
- C. The chamber shall work on business retention and expansion efforts with new and existing businesses, and shall continue to serve as a local business advocate addressing the concerns of local businesses. The chamber will provide a monthly (quarterly, whichever you prefer) report highlighting significant concerns of area businesses to the City Manager. The report will contain such information as the names and number of businesses contacted, how long the business has been in operation, number of employees, business ownership, sales trends of the business, percentage of repeat business, where customers come from, basic challenges, what other types of businesses they would like to see in Glenpool, and in what areas they need more training or assistance. The Chamber shall also periodically report significant concerns of the business community to the City Manager to the extent deemed necessary and appropriate by the Chamber.
- D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of the City of Glenpool for the hours from 8 a.m. through 5 p.m. Monday through Friday. No such services shall be required on days that are official holidays of the City of Glenpool. As provided by Section I(G), Chamber shall notify the city manager, or his/her designee, at least 48 hours in advance of non-emergent situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected

absences), the Chamber shall immediately notify the city manager or designee of the need for supplemental personnel.

- E. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of June of each fiscal year this Agreement is in effect.
- F. Chamber agrees to provide one scholarship on behalf of the City of Glenpool to a Glenpool resident to attend Leadership Glenpool. The City Manager and Chamber Director will jointly approve the scholarship recipient.

III. Term, Renewal and Termination

- A. The term of this Agreement shall be one year, to be measured on a City of Glenpool fiscal year (July 1, 2020 - June 30, 2021) basis ("Term"), with any payments to the Chamber provided as consideration for services to GIA or the City of Glenpool, but not issued as of the effective date of this Agreement, being payable retroactively to July 1, 2020.
- B. Although GIA, the City and the Chamber, by appropriate action of their respective governing bodies, may opt to extend this Agreement or negotiate a new agreement upon expiration of the term set forth in subsection III. A., GIA, the City and the Chamber understand and acknowledge that that neither the City of Glenpool, the GIA nor the Chamber intend this Agreement as a representation, nor should it be read to represent, that either party has any obligation either to extend or replace this Agreement. Under no circumstance will this Agreement automatically renew
- C. Either party may terminate this Agreement by providing written 60 days' notice to the other party, provided that either party may immediately terminate this Agreement upon the breach of a material term by the other.

IV. Force Majeure

Neither GIA, the City nor the Chamber shall be responsible or liable for failure to perform any obligation under this Agreement if such failure is caused by or is due to acts or regulations of public authorities, civil unrest, epidemic or outbreak of infectious disease, interruption or delay of transportation service, acts of God, or any cause beyond the control of such party.

V. Entire Agreement

It is understood that this Agreement is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner other than by written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of July, 2020.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma Trust Authority

By: _____
Timothy Lee Fox, Chairman

Attest:

Wendy Knight, City Clerk /Trust Authority Secretary

Approved as to form:

Lowell Peterson, City Attorney/Trust Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

Attest:

Secretary, Board of Directors

Approved as to form:



Chamber Attorney
Scott Helton
Helton Law Firm

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of July, 2020.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma Trust Authority

By: _____
Timothy Lee Fox, Chairman

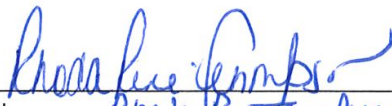
Attest:

Wendy Knight, City Clerk /Trust Authority Secretary

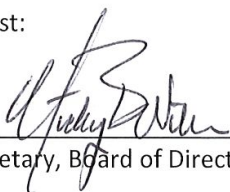
Approved as to form:

Lowell Peterson, City Attorney/Trust Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: 
Name: Rhoda Lee Thompson
Title: CHAIRMAN - GLENPOOL CHAMBER OF COMMERCE

Attest:


Secretary, Board of Directors

Approved as to form:

Chamber Attorney