



**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the Glenpool City Council meeting on, March 17, 2025, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

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A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair	
C) Scheduled Business	
1) Discussion and possible action to approve, amend or deny approval of an Addendum to the FY24-25 Agreement between the City of Glenpool, the Glenpool Industrial Authority and the Glenpool Chamber of Commerce. (Josh Brannon, Finance Director) Addendum to Agreement Staff Report Addendum to Agreement	2 - 4

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 13, 2025, at 5:30 pm.

Signed: Lesli Smith
Secretary



To: Honorable Mayor, City Council, Chair and Trustees

From: Joshua Brannon, Finance Director

Date: March 17, 2025

Re: Addendum to Chamber Agreement

Background:

The Glenpool Industrial Authority ("GIA"), the City of Glenpool ("City"), and the Glenpool Chamber of Commerce ("Chamber") entered into annual agreements for both FY23-24 and FY24-25. The Chamber inadvertently did not send an invoice in the amount of \$2,666.66 to the City for certain services rendered by the Chamber under the FY24 Agreement for the month of May 2024. As a result, the City did not make payment for those services prior to the City closing its books for the FY23-24 fiscal year. The City, as a municipal corporation, is required to comply with fiscal year debt limitations imposed by the Oklahoma Constitution and is thereby prohibited from using funds from the current fiscal year to pay obligations incurred in a different fiscal year.

GIA, as a public trust, is not subject to the fiscal year debt limitations. The Addendum to the Agreement would permit GIA to pay the Chamber on behalf of the City the sum of \$2,666.66 in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement, subject to the terms and conditions of the Addendum.

Staff Recommendation

Staff recommends approval of the Addendum to Agreement between the Glenpool Chamber of Commerce, the Glenpool Industrial Authority, and the City for FY2024-2025.

Attachment:

Addendum to Agreement

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

ADDENDUM TO AGREEMENT

This Addendum to Agreement (“Addendum”) is entered into by and between the Glenpool Industrial Authority (“GIA”), the City of Glenpool (“City”) and the Glenpool Chamber of Commerce (“Chamber”) effective the ____ day of March, 2025.

RECITALS:

WHEREAS, GIA, the City and the Chamber are parties to an agreement effective July 1, 2024, and ending June 30, 2025, entitled “Glenpool Industrial Authority/Glenpool Chamber of Commerce Agreement” (the “Agreement”).

WHEREAS, the Agreement is a renewal of a previous agreement between the same parties during the previous fiscal year ending June 30, 2024 (the “FY24 Agreement”).

WHEREAS, the Chamber inadvertently did not send an invoice in the amount of \$2,666.66 to the City in May 2024, for certain services (the “Services”) rendered by the Chamber under the FY24 Agreement and, as a result, the City did not make payment for those services prior to the City closing its books for the fiscal year ending June 30, 2024.

WHEREAS, the City is a municipal corporation and political subdivision of the State of Oklahoma and, as such, it is required to comply with the fiscal year debt limitations imposed by the Oklahoma Constitution.

WHEREAS, the payment of a prior fiscal year’s obligations by a municipality from the current fiscal year’s funds is prohibited by the Oklahoma Constitution, art. 10, § 26, which requires municipalities to operate on a cash basis, and expressly prohibits using funds from one fiscal year to pay obligations incurred in a different fiscal year.

WHEREAS, the City and GIA do not dispute that the Chamber provided the Services during the fiscal year ending June 30, 2024, and the Services provided value to the City, GIA and Glenpool community.

WHEREAS, GIA is a public trust formed under the laws of the State of Oklahoma for the benefit of the City.

WHEREAS, public trusts in Oklahoma are not subject to the fiscal year debt limitations in the Oklahoma Constitution.

WHEREAS, GIA, as a party to the Agreement, desires to pay, for the benefit of the City, the sum of \$2,666.66 to the Chamber, and the Chamber desires to accept said payment from GIA, in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement.

NOW THEREFORE, in consideration of the mutual promises, recitals, covenants and agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. GIA agrees to pay to the Chamber and the Chamber agrees to accept from GIA the sum of \$2,666.66 (the "Payment") in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement, subject to the terms and conditions of this Addendum.

2. In exchange for the Payment, the Chamber agrees to **RELEASE** and by entering into this Addendum **DOES HEREBY RELEASE** the City, GIA and their respective employees, officers, council members, board members, agents, affiliates, contractors, insurers, attorneys, volunteers, and all other persons, firms, and corporations of and from any and all claims, demands, rights, responsibility, liability, assertions, actions, causes of action, damages, demands or debts, known or unknown, that the Chamber may have related to or arising out of Services that it provided under the FY24 Agreement. This release is effective immediately.

3. The parties agree and acknowledge that this Addendum and the Agreement comprise the entire understanding between them with regard to the subject matter hereof, and that no other obligations, agreements or duties of any kind exist between the parties other than as stated herein. All prior negotiations concerning the subject of this Addendum are merged herein.

4. This Addendum and the Agreement may not be modified except by a written instrument that is properly approved by all parties.

5. This Addendum and the Agreement shall be governed by the laws of Oklahoma, and any dispute related to or arising out of this Agreement shall be heard only by a court of competent jurisdiction sitting in Tulsa County, Oklahoma.

WHEREFORE, having fully read and understood the terms of this Agreement, the parties sign their names below with the intention that they shall be legally bound by it.

GLENPOOL CHAMBER OF COMMERCE:

By: _____

Name / Title

Date

GLENPOOL INDUSTRIAL AUTHORITY:

By: _____
Joyce Calvert, Chair

Date

CITY OF GLENPOOL, OKLAHOMA:

By: _____
Joyce Calvert, Mayor

Date