



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on December 13, 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>

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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 DECEMBER 13, 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 – Jason Yarbrough, First Baptist Church**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Proclamation - Joyce G. Calvert Mayor**
 - 1) [Purple Heart City Proclamation](#)
- F) **Community Development Report – Lynn Burrow, Community Development Director**
 - 1) [Community Development Director's Report 12 13 21](#)
- G) **City Manager Report – David Tillotson, City Manager**

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1)	CM Report.12132021	14 - 17
H)	Mayor Report – Joyce G. Calvert, Mayor	
I)	Council Comments	
J)	Public Comments	
K)	Scheduled Business	
1)	Discussion and possible action to approve, deny, or amend minutes from November 1, 2021 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 01 Nov 2021 - Minutes - Html	18 - 25
2)	GLENPOOL DENTISTRY SIGN: A Specific Use Permit (SUP2021-01) application for a proposed digital reader board sign for an existing dental office located at 464 E 141st Street. Applicant: THR Properties LLC (Gerald S. Gilbert, Planning Director) A. Public Hearing on the Specific Use Permit (SUP2021-01). B. Discussion and possible action to approve, deny or amend the Specific Use Permit (SUP2021-01). CC STAFF REPORT SUP2021-01 - GLENPOOL DENTISTRY DIGITAL SIGN - DEC 13 2021 GLENPOOL DENTISTRY DIGITAL SIGN SUP2021-01 CC REPORT ATTACHMENTS - DEC 13 2021	26 - 49
3)	Discussion and possible action to approve, deny or amend Ordinance No. 795, an Ordinance of The City Of Glenpool, Oklahoma, Amending Title 4 of the City Code of Ordinances (Health, Sanitation and Environment), Chapter 2 (Open Burning), by repealing and superseding the same in its entirety and replacing the same by adoption of this Ordinance, repealing all Ordinances and resolutions or parts of Ordinances and Resolutions in conflict herewith; providing for severability; and declaring an emergency. (Paul Newton, Fire Chief) Staff Report Ordinance No. 795 Ordinance No. 795 Open Burning	50 - 57
4)	Discussion and possible action to approve, or deny an Emergency Clause for Ordinance No. 795 and thereby render it of immediate effect. (Lowell Peterson, City Attorney)	
5)	Discussion and possible action to approve, deny or amend Ordinance No. 796, an Ordinance amending Title 10, Building and Development; Chapter 1, Administration and Enforcement; Chapter 2, Building Codes and Regulations; Chapter 3, Moving Buildings; Chapter 4, Building Numbers; and Chapter 7, Building Structure Demolition, by repealing and superseding the same in their entirety and replacing the same by adoption of this Ordinance, repealing all Ordinances or Resolutions of parts of Ordinances and Resolutions or parts of Ordinances and Resolutions in conflict herewith; providing for severability; and providing for submission to the Oklahoma Uniform Building Code Commission, subject to any correction of scrivener's errors or necessary formatting changes. (Joel Huff, Building Official) Staff Report Ordinance No. 796 Ordinance No. 796 Amended Title 10 - Building Regulations	58 - 75

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|-----|--|-----------|
| 6) | Discussion and possible action to approve, deny, or amend Ordinance No. 797, an Ordinance partially closing/vacating a general utility easement within Kendalwood Estates Addition I, a subdivision in the City of Glenpool, and repealing all Ordinances or parts of Ordinances in conflict herewith.
(Lynn Burrow, Community Development Director)
Final Ordinance 797 Easement Vacation w Emergency Clause | 76 - 85 |
| 7) | Discussion and possible action to approve or deny an Emergency Clause for Ordinance No. 797 and thereby render it of immediate effect.
(Lowell Peterson, City Attorney) | |
| 8) | Discussion and possible action to approve or deny Resolution No. 2021012, a Resolution concerning Coronavirus Local Fiscal Recovery Funds for Non-Entitlement Units of Government (ARPA Funds), authorizing the acceptance of the funds, the appropriate budget amendments, and the execution of all necessary agreements and related documents.
(Frank Ordaz, Finance Director).
Resolution 2021012 ARPA Special Purpose Fund (003) | 86 - 88 |
| 9) | Discussion and possible action to approve or deny Resolution No. 2021013, authorizing OMAG to return \$20,868.70 to the City of Glenpool, and preserve the funds in the safety program designated reserve.
(Frank Ordaz, Finance Director)
Resolution No. 2021013 OMAG Workers Compensation Refund | 89 - 90 |
| 10) | Discussion and possible action to approve or deny authorizing the Glenpool Utility Services Authority (GUSA) to spend funds from the ARPA Special Purpose Fund for the purposes set out in GUSA Resolution No. 2021014, so long as all expenditures are in accordance with ARPA guidelines and compliance requirements.
(David Tillotson, City Manager)
Staff Report - ARPA Use by GUSA
Final Resolution - Sewer Plant Costs.12092021 (003) | 91 - 92 |
| 11) | Discussion and possible action to approve, deny or amend the Fireworks Production Contract with Rainbow Fireworks Inc. in the amount of \$15,000.00.
(David Tillotson, City Manager)
Staff Report - Fireworks
Rainbow Fireworks | 93 - 95 |
| 12) | Discussion and possible action to approve or deny FY21-22 Budget Amendment Number CITY-04 to fund the Fireworks Production Contract with Rainbow Fireworks Inc., in the amount of \$15,000.
(Frank Ordaz, Finance Director)
Red White and Boom Bash Fireworks Show Budget Amendment CITY-04 | 96 - 97 |
| 13) | Discussion and possible action to approve or deny Service Order with ClearGov in the amount of \$11,458.33 for this fiscal year, pending the review of the City Attorney and authorizing the City Manager to sign it.
(Frank Ordaz, Finance Director)
Final ClearGov Budget Cycle Management software_Staff Report and Attachments_Dec 9 2021 | 98 - 149 |
| 14) | Discussion and possible action to approve or deny acceptance of a Deed of Dedication from Ricky D. Hunter for street right-of-way and utility installation purposes.
(Lynn Burrow, Community Development Director)
Right of Way Dedication | 150 - 160 |

- 15) Discussion and possible action to approve or deny acceptance of public storm sewer improvements, serving Redbud Glen residential development, located on the west side of Elwood Avenue – at 148th Street. 161 - 167
(Lynn Burrow, Community Development Director)
[Stormsewer Acceptance Redbud Glen](#)
- 16) Discussion of the creation of Mobile Food Truck regulations. No action will be taken. 168 - 184
(Gerald S. Gilbert, Planning Director)
[Mobile Food Vending City Council Memorandum - DEC 13 2021](#)
[DRAFT Mobile Food Vending Regulations](#)
- 17) Discussion and possible action to enter into Executive Session for the purposes of: **(A)** having confidential communications between members of the City Council and the city attorney concerning litigation because the city attorney has advised that disclosure of the matter will seriously impair the ability of the City to process the litigation in the public interest, to wit, a discussion of the Court's findings of fact and conclusions of law in the *Matter of the Appeal from the City of Glenpool Board of Adjustment in Variance Case. No. BOA-477 by Jenks Outdoor Advertising, Case No. CV-2020-00399*, in accordance with Title 25 Okla. Stat. § 307.B.4. (Open Meeting Act); and **(B)** conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.10 of the Open Meeting Act.
(David Tillotson, City Manager).
- 18) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 19) Discussion and possible action to authorize the city attorney to file an appeal with the Oklahoma Supreme Court of the decision of the Tulsa County District Court in the *Matter of the Appeal from the City of Glenpool Board of Adjustment in Variance Case. No. BOA-477 by Jenks Outdoor Advertising, Case No. CV-2020-00399*.
(Lowell Peterson, City Attorney)
- 20) Discussion and possible action to enter into executive session for the purposes of discussing the employment, hiring, appointment, promotion, demotion, discipline or resignation of the City Attorney, an individual salaried public officer or employee, in accordance with Title 25 Okla. Stat. § 307.B.1. (Open Meeting Act).
(David Tillotson, City Manager)
- 21) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 22) Discussion and possible action to authorize the City Manager to proceed in the manner discussed in executive session.
(David Tillotson, City Manager)
- 23) Discussion and possible action to engage Rosenstein, Fist & Ringold for employment related legal services.
(David Tillotson, City Manager)

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on December 10, 2021, by 4:00 pm.

Signed: Wendy Knight
City Clerk

Proclamation

WHEREAS, the City of Glenpool, Oklahoma and our community have a great admiration and gratitude for the men and women who have selflessly served their country and this community in the armed forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the bade of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to member of the United States' Armed Forces who have been wounded or paid the ultimate sacrifice in combat; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiative, and more importantly - make sure we never forget; and

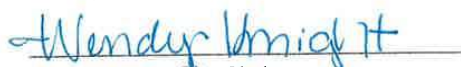
WHEREAS, the City of Glenpool appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, I, Joyce G. Calvert, Mayor of the City of Glenpool, do hereby proclaim the City of Glenpool as **A PURPLE HEART CITY** in recognition of our city's Purple Heart Medal recipients.

Dated this 7th day of December 2021.


Mayor Joyce G. Calvert

Attest:


Wendy Knight, City Clerk





To: Honorable Mayor and Glenpool City Council
From: Lynn Burrow, PE
Community Development Director
Date: December 13, 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 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

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

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

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

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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.

II. PLANNING DEPARTMENT ACTIVITIES:

A. SUBDIVISION PLATS, PLANNED UNIT DEVELOPMENTS, 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.

TWIN PONDS

- A Zone Amendment (GZ-305) and Major Amendment to Twin Ponds (PUD-41). The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75. The applicant proposes to rezone a 10.18-acre area from AG (Agricultural) to Planned Unit Development (PUD-41). Major Amendment No. 1 to Twin Ponds (PUD -41) proposes to add the 10.18-acre area into its boundaries for a future residential subdivision.
- The Major Amendment was submitted and reviewed by the TAC on September 24th, 2021.
- The Zone Amendment (GZ-305) and Major Amendment to Twin Ponds (PUD-41) has been approved by the Planning Commission Meeting 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 was approved by the Planning Commission on September 13th, 2021.
- The Final Plat was approved by the City Council on September 20th, 2021.

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

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located approximately 625 feet west of US Highway 75 along the south side of West 161st Street.

- 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.
- The Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021
- The Preliminary Plat was reviewed and approved by the Planning Commission on September 13th, 2021.

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
- The Final Plat was approved by the Planning Commission on September 13th, 2021.
- The Final Plat was approved by the City Council on September 20th, 2021.

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.
- The Final Plat was submitted and reviewed by the TAC on September 24th, 2021.

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- The Final Plat was reviewed and approved by the Planning Commission on October 11, 2021 and City Council on October 18th, 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.
- Site Grading has begun.

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.
- 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.
- Building permits have been issued for the RV Maintenance and Repair Building.

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.
- The Final Plat was submitted and reviewed by the TAC on September 24th, 2021.
- The Final Plat was approved by the Planning Commission on October 11th, 2021 and by the City Council on October 18th, 2021.

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.

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- The Preliminary Plat was submitted and reviewed by the TAC on August 27th, 2021
- The Preliminary Plat was reviewed and approved by the Planning Commission on September 13th, 2021

TACO BELL: BROOKOVER CORNER I

- A Site Plan application for a Taco Bell located at 15055 S. Broadway Street which is located on the east side of S. Broadway Street adjacent to Casey's.
- Site and building improvement related plans have been submitted, reviewed, approved, and permitted for this project.

C. LOT SPLIT APPLICATIONS:

BROOKOVER CORNER I

- A Lot Split application to divide a 1.7-acre lot into a 0.91 acres lot and a 0.75-acre lot. The site is located on the east side of S. Broadway Street directly north and adjacent to Casey's.
- The Lot Split was approved by the Planning Commission on October 11th, 2021.

HUNTER RESIDENCE

- A Lot Split application to consolidate two (2) existing lots into one (1) lot. The lots are located at 337 E 147th Street South and 231 E 147th Street South.
- The Lot Split was approved by the Planning Commission on October 11th, 2021.

D. SPECIFIC USE PERMITS

GLENPOOL DENTISTRY DIGITAL SIGN

- A Specific Use Permit (SUP) application for a proposed digital sign at an existing dental office located at 464 E 141st Street. The applicant is requesting to replace the existing monument sign with a digital LED monument sign. A Variance is also requested to reduce the required separation distance from a residential district 500 feet to 200 feet.
- The BOA and Planning Commission approved a variance and the SUP for the proposed digital sign at their December 6, 2021 meetings. The City Council will review the proposed digital sign at their December 13, 2021 meeting.

WENDY'S DIGITAL SIGN

- A Specific Use Permit (SUP) application for a proposed digital sign at the Wendy's restaurant currently under construction at 1210 S. Yukon Ave. an existing dental office located at 464 E 141st Street.
- The SUP is scheduled for review at the December 30, 2021 TAC meeting and the January 10, 2021 Planning Commission meeting and the January 18, 2021 City Council meeting.

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IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT
DEPARTMENT ACTIVITY: SEPTEMBER, 2021

- Elm Pointe II: Residential Addition
- The Pines: Residential Addition
- Glen Hills Phase I & II: Residential Additions
- Scissortail Phase I: Residential Addition:
- 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
- Taco Bell (Brookover Corner)
- Wendy's (Montapp)

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in November, 2021	3
New Commercial Permits Issued in November, 2021	-0-
Current Active Residential Permits	70
Current Active Commercial Permits	35
2020 Residential Permits thru November	71
2021 Residential Permits Issued Thru November	73
2020 Commercial Permits Issued Thru November	6
2021 Commercial Permits Issued Thru November	15

B. CODE ENFORCEMENT DEPARTMENT: NOVEMBER, 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

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- 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: NOVEMBER, 2021

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	448
Open public nuisance cases thru November	22
Code Enforcement Cases in November	102
High grass:	6
Fire damaged structures:	-0-
Illegally parked vehicles:	7
Nuisance abatements (contractor):	-0-
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	73
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	10
Dilapidated structure/property notices:	2
Trash can/receptacle placement notices:	-0-
Misc.: Building Demolition & Removal	-0-
Inoperable/Abandoned Vehicles	8
Visual Impairment caused by trees, shrubs, vehicles etc. interfering with traffic flow	-0-
Assessment Letters Issued in November	-0-
Total Assessment Letters Issued in 2021	15

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To: Mayor and Council

From: David Tillotson

Date: December 9, 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. Thankfully we have been holding steady at 41 deaths since October 20th; however, our number of active cases is up slightly since our November meeting. We currently have 31 active cases and are back in the High Risk category. The entire Tulsa Metro showed a significant increase over the last week after seeing a slow, but steady, decline for the several prior weeks. I am also including some information put together by the City of Sand Springs that provides a little different look at the COVID rates in the Tulsa Metro area.

Open Positions

The City currently has positions open in the following departments:

- Public Works: 2 positions
 - City Engineer *new in FY21-22 budget
 - Equipment Operator – Interviews completed; offer letter pending
- Police Department: 2 Positions
 - Part-time Animal Control Officer
 - Police Officer
 - Selection Process In-progress
- Administration:
 - Part-time Administrative Assistant *new in FY21-22 budget

State and County Road Project Update

We received some good news this week regarding the US-75 project. ODOT has selected Poe & Associates, Inc to provide preliminary engineering and to prepare construction plans for US-75 from

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151st to 121st. These plans will include reconnaissance, survey, environmental, geotechnical investigations, pavement design, preliminary engineering, preliminary and final design and will culminate in the submittal of plans, specifications and estimates. The cost for this contract is \$3,549,785. Total costs for the construction of this project are estimated at \$58 million.

Lynn and I will be reaching out to Poe & Associates in the coming weeks to make sure we develop a good rapport with them throughout the design process.

Veteran's Memorial

We had a great turnout from the public as well as the media for our Veteran's Memorial Red-Dedication. I want to thank all my team that were involved for their work to make this happen. Lynn, Robby, Jeff and Ron all spent time at the site working on various aspects of the updated features, while Lea Ann and the team from Crossroads Communications coordinated the invitations, announcements, speakers and media for the event itself. This group, and those that helped them, were the reason this event was successful. I also want to thank the VFW for their work to help us design the site but also for their donation branch flags and funds to help pay for the flagpoles. We spent \$11,783.96 and received \$2,415 from the VFW.

Miscellaneous

- Christmas Holiday set for December 23rd and 24th.
- New Year Holiday set for December 31st.

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

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

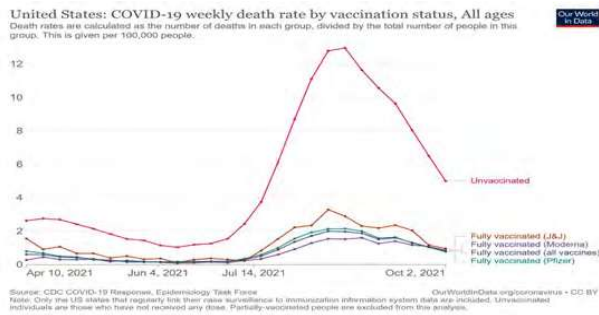
8/11/2021	1884	1748	109	27	Extreme Severe Risk	500311	472124	20593	7594	85186	80090	3916	1180
8/18/2021	1944	1805	111	28	Extreme Severe Risk	515801	484745	23380	7676	87935	82426	4313	1196
8/25/2021	2006	1873	103	30	Extreme Severe Risk	530594	499290	23492	7812	90347	85134	3985	1228
9/1/2021	2114	1939	145	30	Extreme Severe Risk II	550239	515598	26640	8001	93253	88009	3971	1273
9/8/2021	2192	2023	139	30	Extreme Severe Risk II	568874	533334	27332	8208	96102	90763	4027	1312
9/15/2021	2250	2135	80	35	Severe Risk	584692	552719	23533	8440	98668	93463	3840	1365
9/22/2021	2303	2188	77	38	Severe Risk	598072	569264	20093	8715	100900	95852	3642	1406
9/29/2021	2352	2256	57	39	High Risk	609737	584478	16310	8949	102751	98516	2795	1440
10/6/2021	2397	2301	57	39	High Risk	619056	596855	12988	9213	104222	100525	2215	1482
10/13/2021	2432	2333	59	40	Severe Risk	627699	606392	11905	9402	105510	102002	2003	1505
10/20/2021	2453	2366	46	41	High Risk	635447	615193	9714	10540	106577	103367	1570	1640
10/27/2021	2482	2409	32	41	High Risk	641051	622476	7865	10710	107493	104509	1315	1669
11/3/2021	2503	2441	21	41	Moderate	645352	628075	6398	10879	108272	105438	1140	1694
11/10/2021						650004	632942	6051	11011	109083			1713
11/17/2021	2526	2470	15	41	Moderate	655511	636463	7961	11087	110000			1729
11/24/2021	2542	2477	24	41	Moderate	661289	641092	8976	11221	110875			1759
12/1/2021	2553	2492	20	41	Moderate	666040	647177	7594	11269	111492			1766
12/8/2021	2578	2506	31	41	High Risk	674758	652632	10742	11384	113212			1788

From: [Edna Jones](#)
 To: [Edna Jones](#)
 Subject: Current Covid Infection Rate 10/19/2021
 Date: Wednesday, October 19, 2021 10:49:02 AM
 Attachments: [COVID-19](#)

The metro area had a bad week with large percentage increases in all cities. The metro was up 1027 active COVID cases and suffered 26 additional deaths. Sand Springs was up 54 active COVID cases, but did not suffer any additional deaths. You may also see the State data at this link: <https://oklahoma.gov/covid19/community-data.html>

City	Total Cases	Current Deaths	Death ↑ or ↓	Recovered	Current Cases	Case ↑ ↓ =	Population	Current Infection Rate %	Total Infection Rate %	Death % of Infected	Death % of Population
Collinsville	3,912	63	↑01	3,771	78	↑20	7,069	1.10%	55.34%	1.61%	0.89%
Skiatook	2,740	36	↑02	2,629	75	↑30	7,953	0.94%	34.45%	1.31%	0.45%
Sand Springs	5,420	109	=	5,211	100	↑54	19,897	0.50%	27.24%	2.01%	0.55%
Broken Arrow	24,963	347	↑02	24,081	535	↑316	109,171	0.49%	22.87%	1.39%	0.32%
Owasso	8,380	135	↑02	8,071	174	↑14	36,722	0.47%	22.82%	1.61%	0.37%
Sapulpa	5,351	110	=	5,145	96	↑45	20,802	0.46%	25.72%	2.06%	0.53%
Bixby	5,614	59	=	5,457	98	↑46	27,454	0.36%	20.45%	1.05%	0.21%
Jenks	4,189	44	=	4,073	72	↑17	23,354	0.31%	17.94%	1.05%	0.19%
Tulsa	68,034	1,138	↑19	65,787	1,109	↑424	400,669	0.28%	16.98%	1.67%	0.28%
Glenpool	2,578	41	=	2,506	31	↑11	13,391	0.23%	19.25%	1.59%	0.31%
Total	131,181	2,082	↑26	126,731	2,368	↑1027	666,482	0.36%	19.68%	1.59%	0.31%

I also looked at a web site run by the University of Oxford which has been tracking COVID deaths by vaccination status. You can see the website at this link: <https://ourworldindata.org/covid-deaths-by-vaccination> I found the charts to be informative when looking at this issue and that there are similar results in the countries represented in the charts. This is the chart for the United States:





MINUTES
City Council Regular Meeting
Monday, November 1, 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

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:01 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 – Rod Baker, NorthStar Church**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Recognition of Retiring MPO Randy Rains – Jim Martin, Police Chief**
Jim Martin, Police Chief, and Curtis Layton, Glenpool Public Schools Superintendent, made presentations of appreciation to retiring MPO Randy Rains.
- F) Community Development Report – Lynn Burrow, Community Development Director**

[Community Development Director's Report 11 01 21](#)

G) City Manager Report – David Tillotson, City Manager

[CM Report.11012021](#)

H) Mayor Report – Joyce G. Calvert, Mayor

- Attended a full day class sponsored by OML this past Friday. The speakers included code enforcement officers, and 2 attorneys that were very knowledgeable. It was a good meeting, and Mayor Calvert appreciated the opportunity to attend.

I) Council Comments

Councilor Lund noted that Glenpool schools will be out for the week of Thanksgiving.

J) Public Comments

There were no public comments.

K) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend minutes from October 18, 2021 meeting.
(Wendy Knight, City Clerk)

Moved by Chris Brobst, seconded by Brandon Kearns

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 - 18 Oct 2021 - Minutes - Html](#)

- 2) **TWIN PONDS:** A Zone Amendment (GZ-305) and Major Amendment to Twin Ponds (PUD-41). The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75. The Zone Amendment proposes to rezone a 10.18-acre area from AG (Agricultural) to Planned Unit Development (PUD-41). Major

Amendment No. 1 to Twin Ponds (PUD-41) proposes to add said 10.18-acre area into its boundaries for a future residential subdivision. **Tabled from October 18, 2021 meeting.**

Applicant: Southwind Homes of Glenpool, Inc.
(Gerald S. Gilbert – Planning Director)

- A.** Public Hearing on proposed Zone Amendment GZ-305.
- B.** Discussion and possible action to approve, deny or amend the proposed Zone Amendment by adopting Ordinance No. 793.
- C.** Public Hearing on the proposed Major Amendment No. 1 to Twin Ponds (PUD-41).
- D.** Discussion and possible action to approve, deny or amend the proposed Major Amendment No. 1 – Twin Ponds (PUD-41) by adopting Ordinance No. 794.

Mr. Gilbert presented **TWIN PONDS: A Zone Amendment (GZ-305)** and Major Amendment to Twin Ponds (PUD-41). The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75. The Zone Amendment proposes to rezone a 10.18-acre area from AG (Agricultural) to Planned Unit Development (PUD-41). Major Amendment No. 1 to Twin Ponds (PUD-41) proposes to add said 10.18-acre area into its boundaries for a future residential subdivision. Tabled from October 18, 2021 meeting.

- A.** Public Hearing on proposed Zone Amendment GZ-305.
 - Mayor Calvert opened the Public Hearing at **6:41 p.m.**
 - Ryan McCarty spoke on behalf of the applicant, and answered questions from Council.
 - Mayor Calvert closed the public hearing at **6:43 p.m.**
- B.** Mr. Gilbert recommended Council approval of Ordinance No. 793, 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 AG (Agriculture) to PUD-41 (Twin Ponds), as recommended by the Planning Commission under application GZ-305; and repealing all Ordinances or parts of Ordinances in conflict herewith.
- C.** Public Hearing on the proposed Major Amendment No. 1 to Twin Ponds (PUD-41).

- Mayor Calvert opened the Public Hearing at **6:44 p.m.**
- There were no public comments.
- Mayor Calvert closed the Public Hearing at **6:44 p.m.**

D. Mr. Gilbert recommended Council approval Ordinance No. 794, an Ordinance amending Ordinance No. 746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations, by amending Twin Ponds (PUD-41), to add 10.18 acres to the PUD-41 boundaries as described herein, as recommended by the Planning Commission under application Twin Ponds (PUD-41) Major Amendment No. 1; and repealing all Ordinances or parts of Ordinances in conflict herewith.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve Ordinance No. 793, 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 AG (Agriculture) to PUD-41 (Twin Ponds), as recommended by the Planning Commission under application GZ-305; 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.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve Ordinance No. 794, an Ordinance amending Ordinance No. 746, Title 11 of the City Code of the City of Glenpool (Zoning Regulations, by amending Twin Ponds (PUD-41), to add 10.18 acres to the PUD-41 boundaries as described herein, as recommended by the Planning Commission under application Twin Ponds (PUD-41) Major Amendment No. 1; 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.

[TWIN PONDS PUD-41 ZONE AMENDMENT STAFF REPORT - NOV 1 2021](#)

[TWIN PONDS PUD-41 ZONE AMENDMENT STAFF REPORT ATTACHMENTS - NOV 1 2021](#)

[ZA-305 TWIN PONDS \(PUD-41\) - ORDINANCE NO 793](#)

[MAJOR AMENDMENT NO. 1 TWIN PONDS \(PUD-41\) - ORDINANCE NO 794](#)

- 3) Discussion and possible action to approve or deny receipt of the FY20-21 Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2"). (Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approve receipt of the FY20-21 Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2"). This year, the auditor has noted the CPI-U adjustment was calculated and applied properly in the current year, however, a vacancy in the Finance Director position, resulted in the calculation not undergoing a second review before implementation of the rate change. Our auditor has commented favorably on the quality of our efforts, and in several instances has noted "Glenpool should continue" current procedures.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve receipt of the FY20-21 Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2").

	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 FY 2020-2021 Creek II Audit](#)
[FY 2020-2021 Creek II Audit](#)

- 4) Discussion and possible action to approve or deny the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC. In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Creek-2 and Glenpool have used the services of Elfrink and Associates, PLLC, (Anne Elfrink) for the past five fiscal year annual audits. She recently confirmed with both parties that they would like to use her services again.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC.

	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 AUP Engagement Letter
Glenpool-Creek II AUP Engagement Letter](#)

- 5) Discussion and possible action to approve, deny or amend the 2022 Meeting Schedule.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval of the 2022 Meeting Schedule. Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the 2022 Meeting Schedule.

	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 2022 Meeting Schedule
2022 Calendar
Meeting Schedule 2022 City Council](#)

- 6) **Mayor Calvert** called for a recess at **6:56 p.m.**
The meeting reconvened at **7:25 p.m**

Discussion and possible action to enter into Executive Session for the purposes of: **(i)** conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed

would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (ii) discussing the purchase of real property, pursuant to 25 O.S. § 307.D.
(David Tillotson, City Manager)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To enter into Executive Session at 7:26 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.

- 7) 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 8:30 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.

L) Adjournment

Mayor Calvert declared the meeting adjourned at 8:34 p.m.

TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL

FROM: GERALD S. GILBERT, PLANNING DIRECTOR

DATE: DECEMBER 13, 2021

ITEM: SUP2021-01

REQUEST: SPECIFIC USE PERMIT (SUP2021-01) FOR A PROPOSED DIGITAL SIGN FOR AN EXISTING DENTAL OFFICE

APPLICANT: THR PROPERTIES LLC

LOCATION: 464 E 141ST STREET.

ZONING: CG (COMMERCIAL GENERAL)

COMP PLAN: SPECIAL DISTRICT 5 (COMMERCIAL BUSINESS DISTRICT)

BACKGROUND

The application under consideration is for a Specific Use Permit (SUP) for a proposed digital sign at an existing dental office located at 464 E 141ST Street. The applicant is requesting to replace the existing monument sign with a digital LED monument sign.

As a result of the proposed location, the applicant has also requested a variance to reduce the separation requirement from residential zoned properties from 500 feet to 200 feet. The BOA approved the variance request at the December 6, 2021 Planning Commission meeting.

A Specific Use Permit is required for the use of electronic and/or LED lighted element signs, per Section 11.7.5.A.8 of the City's Zoning Code. Attached to the staff report are the requirements for Electronic and LED Signs and the Commercial and Industrial District Sign Requirements.

SURROUNDING LAND USES

Listed below is the surrounding zoning and existing land uses.

	Zoning	Land Use
North	CS – (Commercial Shopping Center)	Commercial Center
South	RM-2 (Multi-Family Medium Density)	Residential (Pepper Tree Subdivision)
East	CG – (Commercial General)	Commercial Center
West	CS – (Commercial Shopping Center)	Commercial (Dollar Tree)

PROJECT DESCRIPTION

The applicant is proposing a digital monument sign to replace the existing monument sign. The proposed sign is 12 feet high and approximately 12' 6" wide. The proposed sign area is 8'8"x 9'5" or 81.6 square feet in overall size and, if approved, will be digitally illuminated. The allowable sign area for the subject site is 100 sf and the maximum allowable height is 30 feet. The proposed sign area and height meet the criteria outlined in Commercial and Industrial District Sign Requirements. Attached to the staff report is the elevations of the proposed sign.

The existing sign that will be replaced by the proposed digital monument sign is 6'4" feet high and approximately 5'4" wide. The existing sign area is 3'4"x 3'8" or 12.8 square feet in overall size and is not internally illuminated.

ANALYSIS:

The applicant has agreed to operate the sign in accordance with the City's requirements for all lighted signs listed in Section 11.7.5.A.8 of the City's Zoning Code. The overall sign height and size meet the criteria for signs within the CG zone.

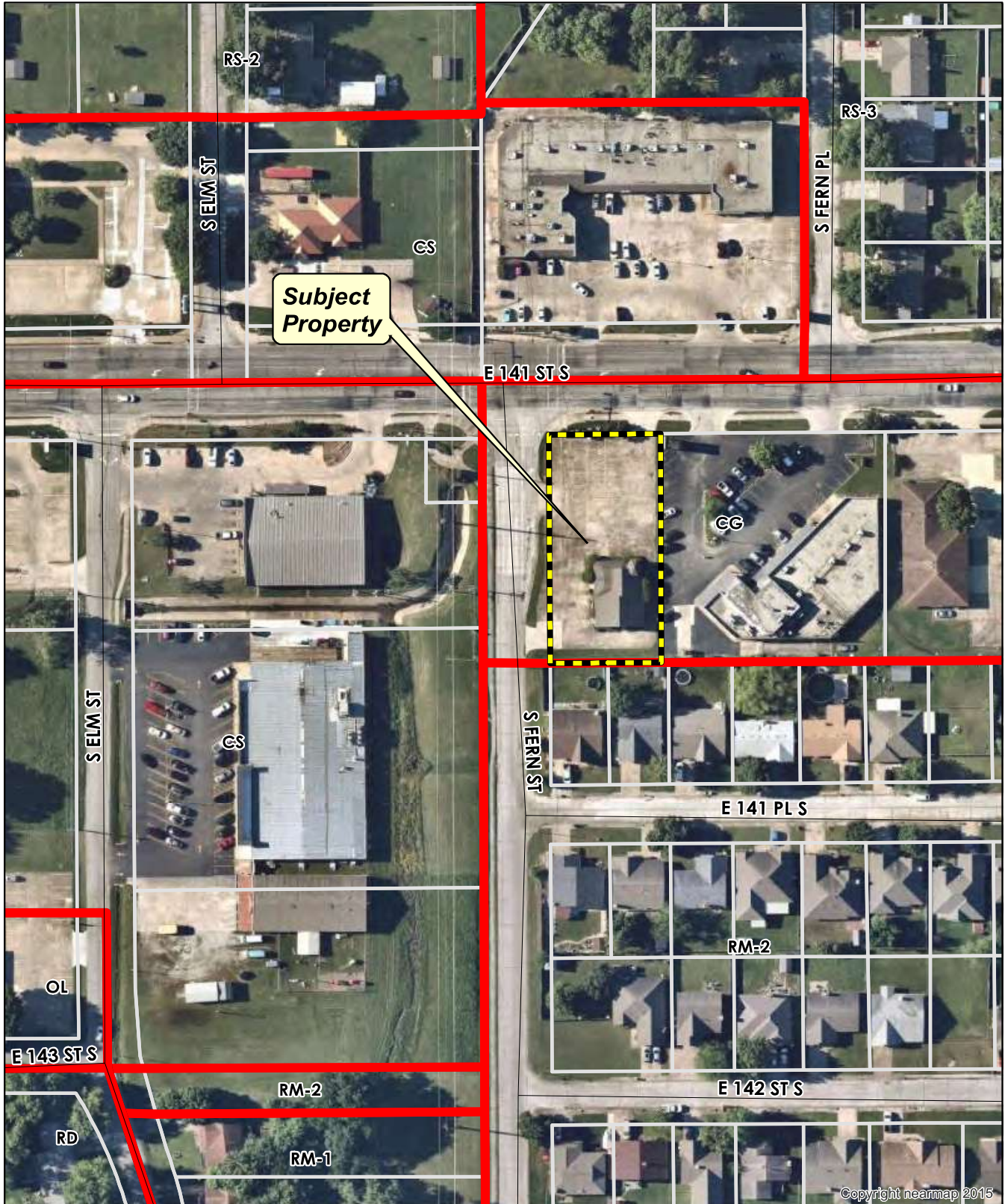
PLANNING COMMISSION ACTION: After taking public testimony and deliberating, the Planning Commission on a 3-0 vote recommended that City Council approve Specific Use Permit (SUP2021-01).

STAFF RECOMMENDATION: Staff recommends the City Council affirm the Planning Commission action and recommendation.

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Application
3. Variance Request Narrative
4. Site Plan
5. Sign Exhibit
6. Electronic and LED Signs
7. Commercial and Industrial District Sign Requirements

Aerial Photo / Zoning Map



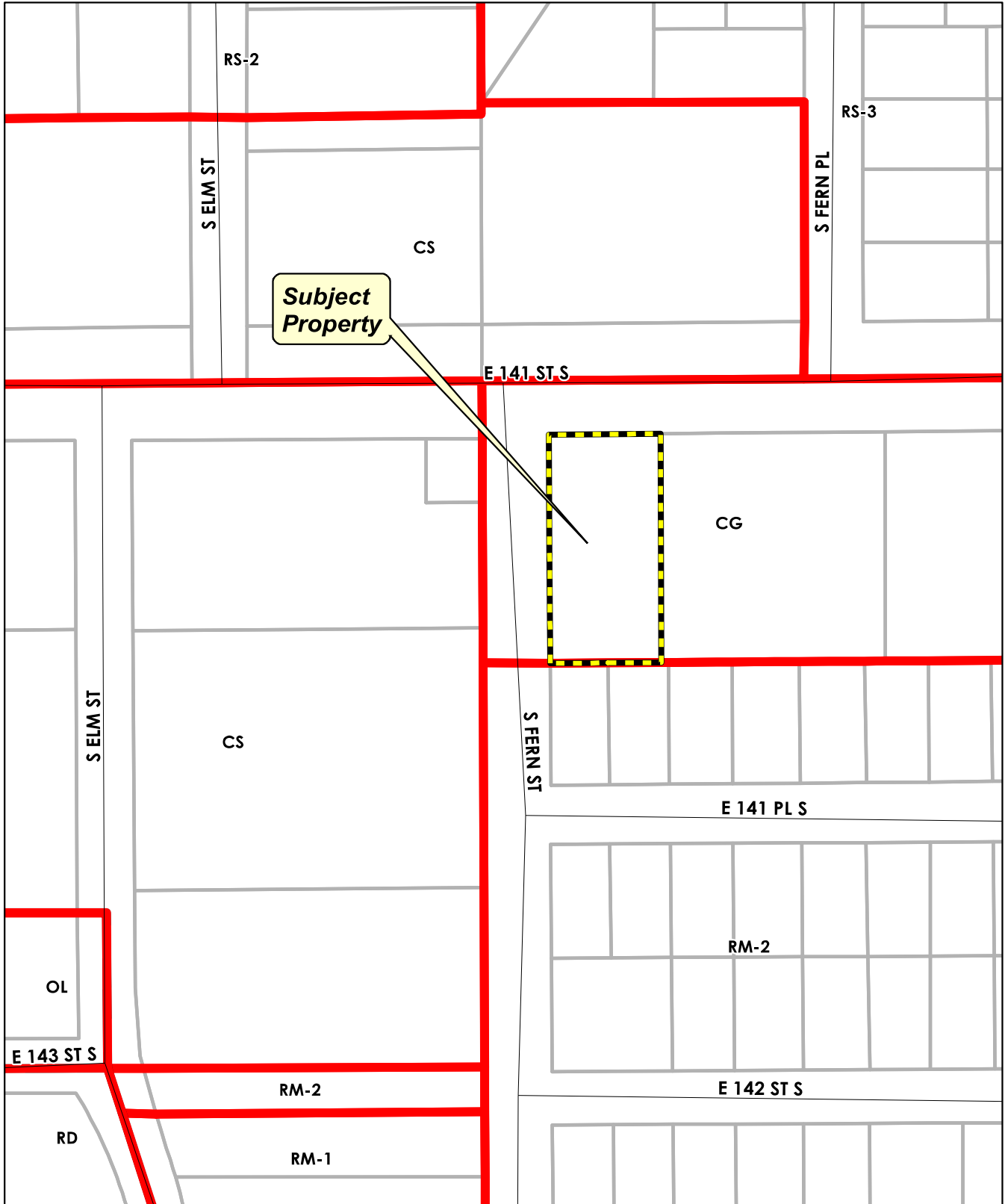
CASE MAP: SUP 2021-01 & BOA-481
THR Properties, LLC

Note: graphic overlays may not precisely align with physical features on the ground, see attached legal description.



Date: 12/1/2021

Source Data: INCOG, ODOT,
Tulsa County Assessor Office



CASE MAP: SUP 2021-01 & BOA-481
THR Properties, LLC

Note: graphic overlays may not precisely align with physical features on the ground, see attached legal description.



Date: 12/1/2021

Source Data: INCOG, ODOT,
Tulsa County Assessor Office

Application

APPLICATION FOR SPECIFIC USE PERMIT

Specific Use Permit (SUP) refers to a permit granted by City Council within any zoning district where a Specific Use Permit is required. A Specific Use Permit may be granted only after due notice and public hearing, and following review and recommendations by the City Planner and a public hearing and recommendation to City Council by the Planning Commission.

Specific Use Permit authorizes certain uses which, because of the nature and characteristics of those uses, may potentially have adverse impacts on surrounding properties. The SUP process allows the City to evaluate the merits of each proposed specific use on the basis of its particular location and context and a site plan, to ensure that the specific use, if authorized, will be operated in a manner that is compatible with the surrounding uses.

APPLICATION REQUIREMENTS:

A request for a specific use permit shall be initiated by the filing of this application and shall be set for public hearing in accordance with all statutory requirements; the SUP application shall include:

	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	JED		COMPLETED APPLICATION
2			NOTES FROM PRE-APPLICATION MEETING
3	JED		IF PROPERTY IS NOT PLATTED, ATTACH LEGAL DESCRIPTION (8.5 X 11 AND ELECTRONIC: WORD.DOC OR PDF)
4	JED		SITE PLANS, DRAWN TO SCALE, SHOWING LOCATION OF BUILDINGS, PARKING AND PERTINENT DATA CONCERNING OPERATION OF PROPOSED USE, AND OTHER DETAILS, SUCH AS, NOT LIMITED TO, PLAN OF OPERATION, TO DEMONSTRATE THE PROPOSED USE WILL BE COMPATIBLE WITH SURROUNDING PROPERTIES
5	JED		LIST OF PROPERTY OWNERS WITHIN 300 FOOT RADIUS OF OUTER BOUNDARIES OF SUBJECT SITE, AS WELL AS ADDRESSED ADHESIVE ENVELOPE LABELS FOR SUCH PROPERTY OWNERS AS LISTED IN THE OFFICE OF COUNTY CLERK COMPILED BY A FULLY BONDED ABSTRACT AND TITLE COMPANY
6	JED		PROCESSING FEE (\$125) + SIGN FEE (\$50.00) + (\$1.00) FOR EACH REQUIRED PUBLIC HEARING NOTICE ¹ \$ 209
LIST OTHER ITEMS SUPPORTING YOUR SUP APPLICATION BELOW			
7			
8			
9			

¹ An application for a variance requires the public hearing notice be published in newspaper of general circulation; the Tulsa World will contact you, the applicant, to collect the publication fee prior to publication, failure to pay could result in delay of the public hearing.

RECEIVED
NOV 04 2021
BY: MB

12205 S Yukon Ave • Glenpool, OK 74033 • P: (918) 322-5409 • F: (918) 322-5432
www.glenpoolonline.com

Updated: 2020/15/05
Page 1 of 4

Glenpool Dentistry
464 E. 141st Street So.
Glenpool, Ok.

RECEIVED
NOV 04 2021
BY:

The Special Use Request is for a LED sign to be allowed in the 'CG' zoned district. This is not a movement, flashing or animation sign. This LED sign will not interfere with the traffic signal at 141st Street and Fern Street. The proposed on-site LED sign is separated from existing off-site ground signs by a minimum of 50 feet.

The City Council, after conducting a public hearing, and upon receipt of recommendations from the Planning Commission, City Planner, and TAC, and written public comments, shall take action to approve, conditionally approve or deny the SUP. Conditions of approval shall be applied as necessary. Development standards and operational conditions and safeguards may be required by the City as follows:

1. Conditions shall be reasonably related to the proposed use, including, but not limited to, other permitted uses, lot sizes, setback, height limits, required facilities, buffers, open space areas, lighting, signage, landscaping, parking and loading, compatibility, land use density, and such other development standards and operational conditions necessary for the protection of adjacent property and the community.
2. If determined to be appropriate, the City may require the platting of the property and/or require the dedication of easements, or a half right-of-way for a substandard street or a street designated on the Major Street and Highway Plan, to further the public good.
3. Conditions may be applied to ensure that the use is not detrimental to the health, safety and welfare of the City and based on the valid exercise of statutory police powers.
4. Conditions may relate to the standards and regulations established in this Title and other codes and ordinances of the City.
5. Findings used as the basis for imposing conditions to approve an SUP shall be stated in the written record of such actions. The City Clerk shall maintain a record of conditions and any subsequent amendments thereto.
6. Such conditions need not be uniform with regard to each type of land use if equitable processes and procedures, and statutory requirements, recognizing due process principles and avoiding arbitrary decisions have been followed in making regulatory decisions.

RECEIVED
NOV 04 2021

BT

A. APPLICANT

NAME: JR DONELSON, INC.
COMPANY/INSTITUTION: JR DONELSON, INC
ADDRESS: 12820 S. MEMORIAL DR, #100,
CITY: BIXBY STATE: OK ZIP CODE: 74008
PHONE: 918-394-3030 EMAIL: JRDON@TULSA COXMAIL.COM

B. PROPERTY OWNER

SAME AS APPLICANT: YES: ☐ NO: ☒
NAME: THR PROPERTIES LLC
ADDRESS: P.O. BOX 797
CITY: GLENPOOL STATE: OK ZIP CODE: 74033
PHONE: 918-223-5587 EMAIL: ROBINGAIL JONES @ GMAIL.COM

C. SUBJECT PROPERTY

PROJECT NAME: GLENPOOL DENTISTRY
STREET ADDRESS: 464 E. 141ST ST.
PLAT NAME²: PEPPER TREE LOT NO. 7 BLOCK NO. 6
ZONING OR PUD NO.: CG PRESENT USE: DENTIST OFFICE
PARCEL NO. 85250-12-14-10680

If the property has not been platted, is a legal address attached? YES ☒

² If property is not yet platted, note on application, UNPLATTED



BY:

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

APPLICANT SIGNATURE:

DATE: 11/1/2021

PROPERTY OWNER SIGNATURE:

DATE: 11/2/21

D. APPLICATION FEES

Request for SUP fee:	\$125.00
\$1.00 per property owner on Title/Abstract report	(<u>34</u>) X \$1.00 = <u>\$ 34.00</u>
Posting of public hearing sign	\$50.00
Publication in <i>Tulsa World Legal Notices</i> fee	<i>Tulsa World</i> to invoice
TOTAL:	\$ <u>209.00</u>

FOR ADDITIONAL INFORMATION, PLEASE CALL THE CITY OF GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT AT 918-209-4610 OR VISIT THE CITY'S WEBSITE: <https://www.glenpoolonline.com/>

**Variance Request
Narrative**

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NOV 04 2021

BY:

C. VARIANCE REQUEST INFORMATION

	COG ZONING ORDINANCE: CHAPTER/TITLE/SECTION	VARIANCE REQUESTED	HARDSHIP/FACTORS PREVENTING DEVELOPMENT OF PROPERTY IN ACCORDANCE WITH THE ZONING ORDINANCE ²
E.G.	TABLE 11-4-8 NON-RESIDENTIAL DEVELOPMENT STANDARDS	REDUCE REQUIRE LOT WIDTH IN CG FROM 150 FEET TO 140 FEET	NEED 10 FEET OF FRONTAGE TO ACCOMMODATE PUBLIC INFRASTRUCTURE EASEMENT
1	11-7-5: 2 DEVELOPMENT STANDARDS	REDUCE THE REQUIRED 35' TO 21.5' FROM THE 141ST STREET CURB.	THE DESIRE IS TO LOCATE A NEW SIGN IN THE LOCATION OF THE EXISTING SIGN. THE 35' SETBACK PLACES THE SIGN IN THE PARKING LOT.
2	11-7.5.6 NO, OUTDOOR LED SIGN SHALL BE LOCATED WITHIN 500' OF A RESIDENTIAL DISTRICT	THE SIGN LOCATION ABOUTS 141ST ST. SO. REDUCE THE DISTANCE REQUIREMENT TO A RESIDENTIAL DISTRICT, ALLOWING A LED SIGN TO REPLACE	THE SIGN LOCATION IS 241' FROM A RS-3 ZONED PROPERTY TO THE NORTH AND 194' FROM A RM-2 ZONING PROPERTY TO THE SOUTH. THE NEW
3		THE EXISTING SIGN.	LED SIGN WOULD BE WITHIN 500' OF A RESIDENTIAL DISTRICT. NO LOCATION ON THIS CG ZONED PROPERTY WOULD ALLOW A LED SIGN.

I, the undersigned applicant, certify information contained within this application is true and correct.

APPLICANT SIGNATURE:

[Signature]

DATE: 11/1/2021

PROPERTY OWNER SIGNATURE:

[Signature]

DATE: 11/2/21

If your request is denied you may (1) appeal to District Court or (2) submit a new application after a minimum of six months, providing the request is different, or the physical facts in the area have changed.

² Applicant may prepare a memo or letter demonstrating the hardship and factors preventing the development of the property in accordance with the zoning ordinance and attach to variance application submittal

Site Plan

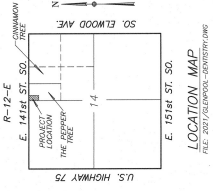
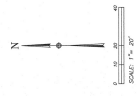
JOB NO.
DATE 10/10/2021
DRAWN BY
JRD
REVISIONS

SIGN LOCATIN
PLAN

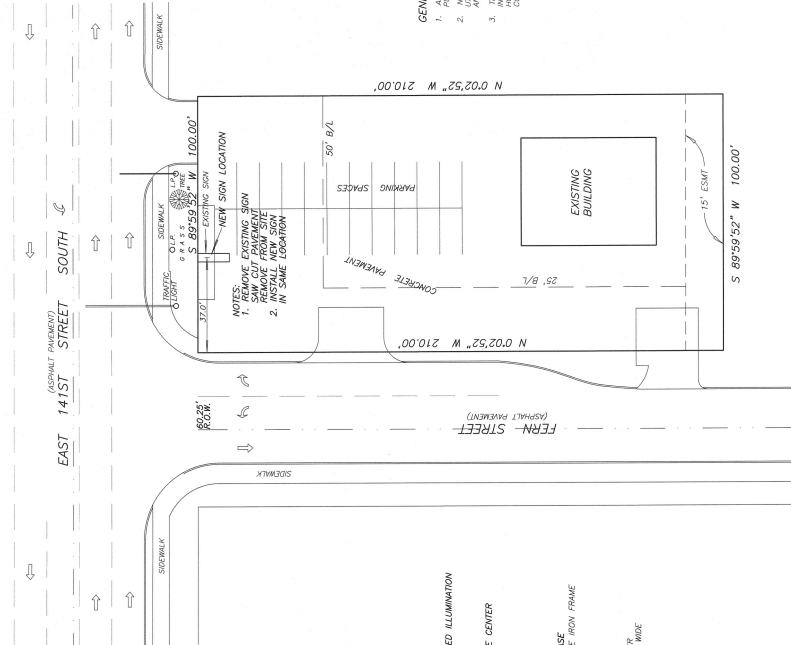
GLENPOOL DENTISTRY
THE PEPPER TREE
Glenpool, Oklahoma, 74033

DAVID A. BUTLER SR.
Architect L.L.C.
17316 EAST 120TH ST. NO.
COLLINSVILLE, OKLAHOMA 74021
918-852-4770

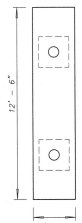
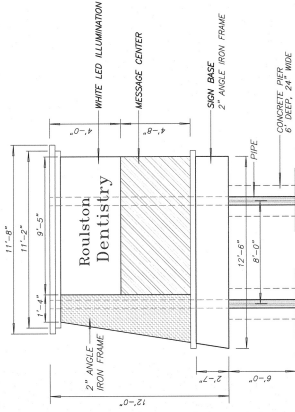
C1



- GENERAL NOTES
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL PUBLIC WORKS STANDARDS & SPECIFICATIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
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 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.



NOTES:
1. REMOVE EXISTING SIGN
2. SAW CUT PAVEMENT
3. ASBESTOS ABATEMENT
4. INSTALL NEW SIGN
IN SAME LOCATION



SIGN PIER BASE
TOP VIEW

MONUMENT SIGN DETAIL
NO SCALE

LEGAL DESCRIPTION:
LOT 7, BLOCK 6, THE PEPPER TREE, AN ADDITION IN THE CITY OF GLENPOOL,
TULSA COUNTY, STATE OF OKLAHOMA, PLAT NO. 4183.

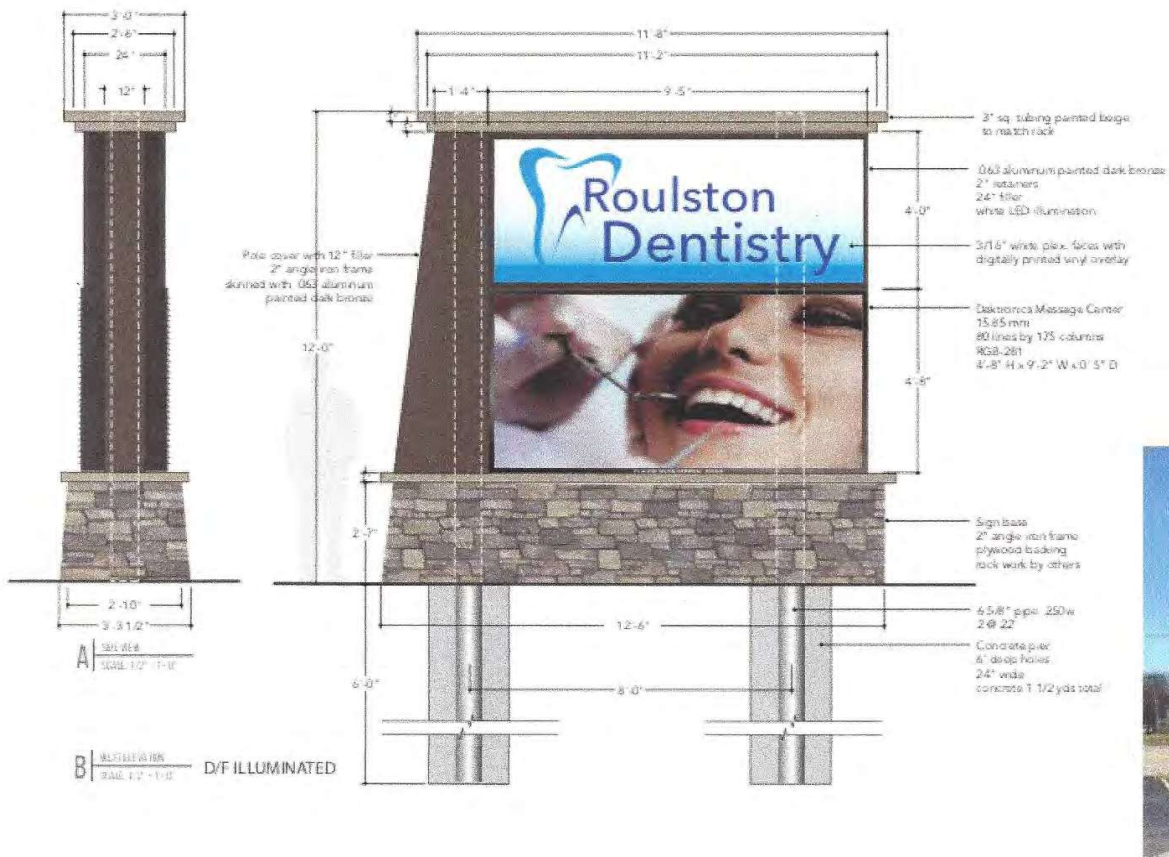
OWNER:
Roulston Dentistry, LLC
P.O. BOX 797
GLENPOOL, OKLAHOMA 74033

LEGEND
PW POWER POLE
R.O.W. RIGHT-OF-WAY
C.S.M. CONCRETE SIDEWALK
B/L BUILDING LINE

Sign Exhibit

Site Plan for Glenpool Dentistry

Glenpool Dentistry Monument Sign.png



Attachments:

Glenpool Dentistry Monument Sign.png

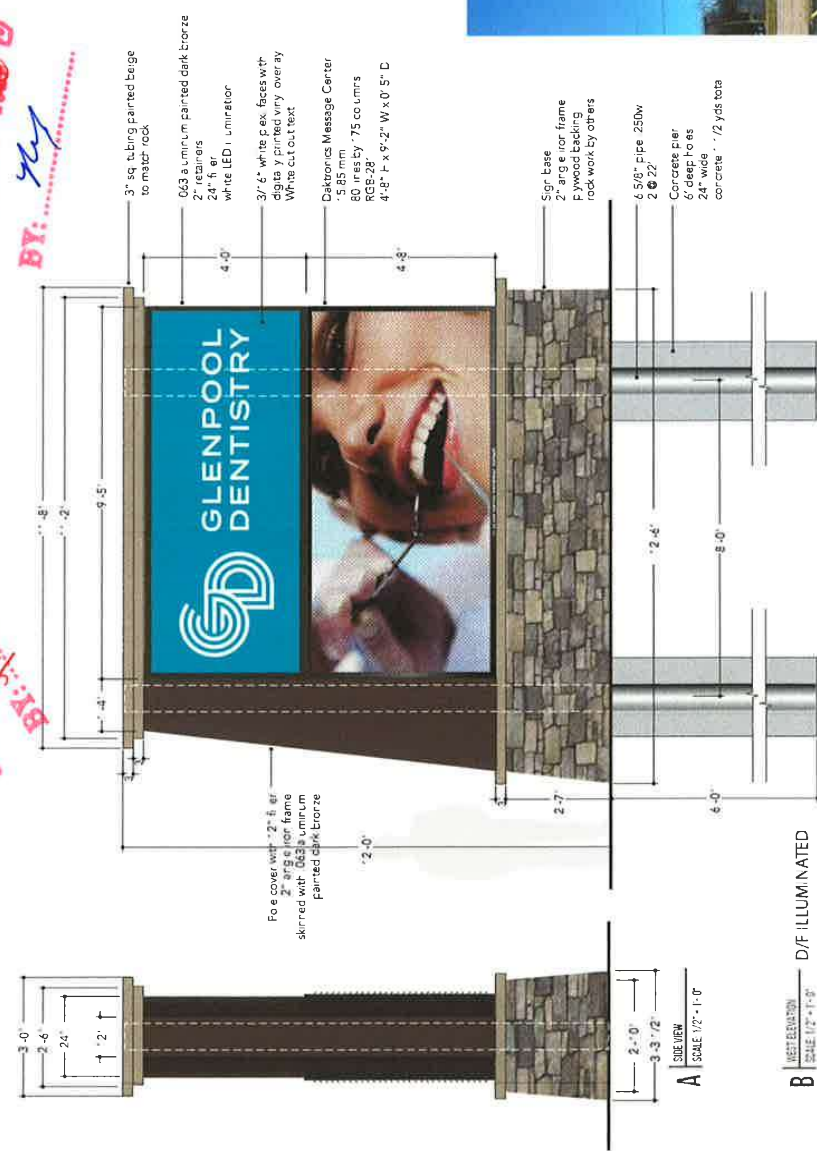
222 KB

Glenpool Dentistry Permit Site.pdf

663 KB

RECEIVED
NOV 04 2021
BY: [Signature]

RECEIVED
BY: [Signature]



REMOVE EXISTING SIGN



B WEST ELEVATION
SCALE 1/2" = 1'-0"

A SIDE VIEW
SCALE 1/2" = 1'-0"

	PROJECT / CLIENT NAME: ROLLSTON DENTISTRY	LOCATION: 484 E 141ST STREET GLENPOOL, OK	DESIGNER: BILLY SAMPLE	DATE OF ORIGINALING: DEC 30, 2020	REVISION HISTORY: D/F ILLUMINATED MONUMENT	SCN TYPE / DESCRIPTION: D/F ILLUMINATED MONUMENT	ST-3.0
--	---	--	----------------------------------	---	--	--	---------------

Electronic and LED Signs Regulations

Electronic and LED Signs

No business or outdoor advertising sign, including wall signs, using LED or other digital lighted sign shall be located within 500 feet of a residential district. The 500 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the residential district.

All lighted signs shall maintain constant light. No flashing or intermittent type of lighted signs are allowed, provided, however, that electronic and/or LED lighted signs may be permitted by the granting of a Specific Use Permit, subject to the procedural and substantive requirements of this Title for an SUP, as set out in Section 11-9-13, *Specific Use Permit*. The following considerations shall be used in making a determination regarding the SUP application:

a. Brightness/light intensity, with the following standards to be considered reasonable:

(1) Not exceeding an illumination of 70 foot-candles, measured at a two foot distance.

(2) An illuminative brightness not exceeding 300 candelas per square meter (NITs) at any time between one-half hour after sunset until one-half hour before sunrise or 6,500 NITs between one-half hour before sunrise until one-half hour after sunset.

(3) Notwithstanding the above, such signs should not display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.

b. Flashing or intermittent lighting and a combination of colors such as red and blue such as could be confused with emergency vehicles or traffic control signals or cause a traffic safety hazard shall be prohibited.

c. Movement or flashing of light and/or images, or the speed of animation, shall be maintained with the standards of this Chapter.

d. Such signs, that are flashing, intermittent or include the movement or animation of lights and/or images, are required to be equipped with:

(1) A default mechanism that will freeze the sign in one position or static message if a malfunction occurs.

(2) A mechanism able to adjust the display's illuminative brightness automatically, according to ambient light conditions.

e. Such signs shall not be located within:

(1) 50 feet of the driving surface of a signalized intersection;

(2) 20 feet of the driving surface of a street;

(3) 200 feet of a residential district, other than street, highway or freeway right-of-way; or

(4) 2,400 feet of another outdoor advertising sign facing the same direction.

Commercial and Industrial District Sign Requirements

Commercial and Industrial District Requirements. Signs are permitted in commercial and industrial districts as follows:

1. *Height Requirements.* A ground sign shall not exceed 30 feet in height, measured from the mean curb level of the lot or tract upon which it is erected, unless, in addition to the minimum intersection setback prescribed in Subsection A.2 of this Chapter, the sign is set back one foot for each foot of sign height exceeding 30 feet. If the lot or tract abuts U.S. Highway 75 or a frontage road to that highway, the sign may be 50 feet in height regardless of the setback from the right-of-way. However, no sign shall exceed 50 feet in height regardless of setback.

2. *Display Surface Area Requirements.*

a. The maximum display surface area of a ground sign on a commercial or industrial lot abutting a state or federal highway, or an access road to such a highway, shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage, provided that no single sign shall exceed 300 square feet of display area.

b. The maximum display surface area of a ground sign in a commercial or industrial district not abutting a state or federal highway, or an access road to such a highway, shall be limited to an aggregate of one square foot of display area per each linear foot of street frontage, provided that no single sign shall exceed 180 square feet.

c. Wall signs shall not exceed an aggregate display surface area of one and one-half (1.5) square feet per linear foot of the building wall to which the sign or signs are affixed. The size of a wall sign located on a multitenant building will be determined by the linear feet of street frontage of any individual store or business with a maximum size of 300 square feet.

d. Window signs are limited to an area of 25 percent of a window area or door with a maximum of 25 square feet.

3. *On-site and Off-site Temporary Promotional Signs.* On-site and off-site temporary promotional signs are permitted in commercial and industrial districts subject to the provisions of Section L of this Section, provided that a sign permit is obtained subject to review and approval by the City Planner.

4. *On-site Permanent Advertising Banners.*

a. A sign permit and permit fee are required.

b. The sign must be secured inside of PVC pipe or a metal frame.

c. The sign must be stretched tightly inside the frame.

- d. The maximum display area shall be 32 square feet.
- e. The sign height shall be four feet maximum.
- f. One sign is allowed per lot frontage on a public street.
- g. No homemade signs are allowed.
- h. Signs are not allowed on City rights-of-way or on state or federal highway rights-of-way or access roads to such highways.
- i. A map, or site plan, must be submitted with the sign permit application showing the proposed sign location.
- j. These signs may be included in the site signage program and may be changed out with each new advertising item without a new sign permit. If included in the permanent site signage program, the four foot maximum sign height does not apply.

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 12/08/21
Re: Open Burning Ordinance 795

Background:

With continuing growth and increased activity within the City of Glenpool, the Fire Department has experienced some challenges to the enforcement of the existing Open Burning Ordinance.

To address these challenges, Fire Marshal McMurrian was tasked with researching similar codes in the metro area and developing an update that would serve the city moving forward. During his research, emphasis was placed on mirroring existing Oklahoma Department of Environmental Quality guidelines.

The proposed ordinance better defines the scope, size and materials that may be permitted for open burning.

Staff Recommendation:

Staff recommends adoption of Ordinance 795 (Open Burning)

Attachments:

Ordinance No. 795, An Ordinance of The City of Glenpool, Oklahoma, (Open Burning)

CITY COUNCIL OF THE CITY OF GLENPOOL

ORDINANCE NO. 795

AN ORDINANCE OF THE CITY OF GLENPOOL, OKLAHOMA, AMENDING TITLE 4 OF THE CITY CODE OF ORDINANCES (HEALTH, SANITATION AND ENVIRONMENT), CHAPTER 2 (OPEN BURNING), BY REPEALING AND SUPERSEDING THE SAME IN ITS ENTIRETY AND REPLACING THE SAME BY ADOPTION OF THIS ORDINANCE, REPEALING ALL ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 14-101, of the Oklahoma Statutes, a municipal governing body may enact ordinances, rules and regulations consistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions; and

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 22-120, of the Oklahoma Statutes, a municipal governing body may enact and enforce such ordinances, rules and regulations as it deems necessary for the protection of the public health, safety, morals or the general welfare of the community that are consistent with state law;

WHEREAS, Pursuant to the Oklahoma Municipal Code, Title 11, Section 22-113, of the Oklahoma Statutes, a municipal governing body may adopt fire prevention codes and regulations and may impose penalties for the violation of such ordinances; and

WHEREAS, Consistent with the authority of the foregoing Sections 14-101, 22-120 and 22-113 of Title 11 of the Oklahoma Statutes, the governing body of the City of Glenpool, being the City Council, has adopted Chapter 2, Open Burning, of Title 4, Health, Sanitation and Environment, of the City Code of Ordinances; and

WHEREAS, for the purpose of safeguarding the community from undue disruption of its peace and quiet enjoyment and from the threat to public safety that may be presented by the burning of combustible materials in such a manner that the products of combustion are emitted directly to the atmosphere, it is desirable and prudent to update such Chapter 2 of Title 4 of the City Code of Ordinances to more accurately reflect statutory and constitutional authority and intent, to include a penalty provision therein and to consolidate such to be designated "Disturbing the Peace; Disorderly Conduct; Penalty for Violation"; and

WHEREAS, the Oklahoma Municipal Code, Title 11, Section 14-101, provides that the municipal governing body may repeal, alter or amend municipal ordinances, rules and regulations as the governing body ordains.

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

§ 1. Chapter 2, Open Burning, of Title 4, Health, Safety and Environment, of the Code of Ordinances for the City of Glenpool, as adopted by Ordinance 671 of the City of Glenpool on August 5, 2013, shall be and hereby is repealed, replaced and superseded in its entirety to read as follows:

4-2-1: DEFINITIONS:

When used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

BONFIRE: A large fire built in the open air for ceremonial purposes.

BURNING PERMIT: A permit to kindle or maintain open fires or other fires.

COMBUSTIBLE MATERIAL: Any substance which will readily burn and shall include those substances which, although generally considered incombustible, are or may be included in the mass of the material burned or to be burned.

CONSTRUCTION DEBRIS: Waste composed of the following: (A) asbestos-free waste from construction and/or demolition projects that may include such materials as metal, concrete, brick, asphalt, glass, roofing materials, limited amounts of packing materials, sheetrock, or lumber; (B) wood waste that may include such materials as yard waste, lumber, woodchips, wood shavings, sawdust, plywood, tree limbs, or tree stumps.

CONTAINED FIRE: Any fire contained in an incinerator/noncombustible container, fireplace, or other contained enclosure.

DOMESTIC REFUSE: Combustible materials or refuse that normally result from the functions of life at a residence, such as kitchen garbage, untreated lumber, cardboard boxes, packaging, clothing, furniture, carpet, grass, leaves, and branch trimmings. The term does not include such things as tires, non-wood construction debris, electrical wire, and appliances.

FIRE TRAINING: An organized program of drills for the training of firefighting personnel or for testing firefighting materials or equipment which is part of a recognized training program and may include an intentionally set fire.

GARBAGE: Any putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food.

INCINERATOR/NONCOMBUSTIBLE CONTAINER: Any device specifically designed for the destruction by burning of refuse or any combustible material.

LAND CLEARING OPERATION: The uprooting, cutting, or clearing of vegetation in preparation for the construction of buildings, the development of residential, commercial, agricultural, or industrial properties, and for the construction and maintenance of rights of way. The term does not include the clearing of vegetation such as trimmings, fallen limbs, branches, or leaves, or other wastes from routine property maintenance activities. Fire purposely set for land clearing operations shall be conducted using an air curtain incinerator.

LAND MANAGEMENT OPERATION: The practice of purposely setting fires to forest, crop, or range lands for a specific reason in the management of forest, crops, or game, in accordance with practices recommended by the Oklahoma Department of Wildlife Conservation, the Oklahoma Department of Agriculture, Food, and Forestry, and the United States Forest Service.

MANMADE STRUCTURE: Any structure constructed with the intent of providing shelter to persons or property. The term does not include structures constructed specifically for live burn fire training purposes.

NUISANCE FIRE: Any fire determined by any qualified public official to be intrusive or offensive to the community or environment.

OPEN BURNING: The burning of combustible materials in such a manner that the products of combustion are emitted directly to the outside atmosphere.

OPEN FIRE: A fire in which any material is burned in the open or in a receptacle other than a fireplace or an incinerator/noncombustible container.

OPEN PIT INCINERATOR: A device consisting of a pit (into which the material to be combusted is placed) and nozzles, pipes, and other appurtenances designed and arranged in a manner to deliver additional air and/or auxiliary fuel to or near the zone of combustion so that, theoretically, complete combustion is accomplished or approached.

PERSON: Any individual, partnership, association, corporation, department, bureau, agency or legal entity, and the members of such partnership or association and the officers of such corporation.

PRODUCTS OF COMBUSTION: All particulate and gaseous air contaminants emitted as a result of the burning of refuse and combustible materials.

REFUSE: Garbage, rubbish, domestic refuse, and all other wastes generated by trade, business, industry, building operation, or household.

RESPONSIBLE ADULT: An individual eighteen (18) years or older who is not under the influence of drugs or alcohol or suffering from any other disability which would impair his or her ability to properly supervise a fire.

RUBBISH: Solids not considered highly flammable or explosive.

YARD DEBRIS: Leaves, limbs and grass clippings normally associated with property maintenance.

4-2-2: PERMIT REQUIREMENTS:

A. Permit Required: The burning of leaves, brush, and grass clippings of any nature whatsoever may be performed within the city only after having received permission from the city Fire Chief or his designated representative.

B. Term Of Permit: Once a permit for burning is obtained as set forth herein, such permit shall be good for only the period between sunrise and sunset of a single day unless extended as provided by section 4-2-3.E. below.

4-2-3: GENERAL CONDITIONS AND REQUIREMENTS:

The open burning of yard debris may be conducted as permitted only after the following conditions and requirements are met:

- A. Permission received from the Chief of the fire department.
- B. No public nuisance is or will be created.
- C. The burning is controlled so that a visibility hazard is not created on any roadway as a result of the air contaminants being emitted.
- D. The burning is conducted so that the contaminants do not adversely affect the air quality and only when atmospheric conditions will readily dissipate contaminants. Consideration of ozone alert days must be taken.
- E. The hours for burning shall be only from sunrise to sunset, unless extended by the city fire department. For purposes of this subsection, the hours stated for completion of burning on any given date shall be that time by which all fires shall be extinguished.
- F. Prior to initiating any burning, the party initiating each burn shall notify the city fire department of the location of the burn site, the proposed time of burn and the nature of the materials to be burned and shall obtain verbal or written authorization to proceed with the burn. Initiating a burn prior to notification of, and receipt of authorization from, the fire department shall be deemed a violation of this chapter.
- G. Every contained or open fire shall be built in and confined to a noncombustible area. Burn piles shall be no bigger than a 4'X4'X4' area unless express permission is granted to exceed those limits.

H. Contained fires and open fires shall not be permitted closer than twenty-five feet (25') from any building or structure and all property lines nor permitted when wind speed is greater than ten (10) miles per hour.

I. All fires shall be attended to at all times by a responsible adult with a readily available method of extinguishing the fire.

J. All fires shall be extinguished thoroughly with no smoldering.

K. No fire shall be permitted to burn upon such times and conditions as may be designated by local, county or state officials. A total moratorium on all burning may be declared for such times and under such conditions as may be deemed necessary.

L. Any fire that has been declared a nuisance will be extinguished upon verbal notification by an officer of the city.

M. All materials burned on a site, shall come from that site. No materials shall be burned that have been generated from another site.

N. Under no circumstances shall the burning of tires be allowed.

4-2-4: BONFIRES:

Bonfires shall be permitted to be kindled or maintained from dusk to dawn; provided, that the following requirements are met:

A. All bonfires shall be located a minimum of twenty-five feet (25') from all buildings or structures and all property lines.

B. All bonfires shall be attended to at all times by a responsible adult with readily available means of extinguishing the fire.

C. All bonfires shall be extinguished thoroughly with no smoldering.

D. No bonfires shall be permitted to burn whenever drought or extreme weather conditions exist or when a ban on burning has been placed into effect by the city fire department or other competent governmental body.

E. Bonfires shall be no bigger than a 20'X20'X20' pile. Materials used for a bonfire shall be allowed to be brought in from another site.

4-2-5: UNLAWFUL SUBSTANCES:

A. Burning of domestic refuse is prohibited. These items include, but are not limited to, rags, old clothes, leather, rubber, carpets, furniture, crockery, masonry, and other similar items.

B. Burning of construction debris, Styrofoam, aerosol cans, byproducts of manufacturing and processing operations and wastes from commercial and industrial operations is strictly prohibited.

C. Nothing herein shall be construed to permit or encourage the burning of any substance determined by the state of Oklahoma or the United States environmental protection agency to be a hazardous substance; nor shall any fire be permitted to burn by any person if such burning is in violation of the Air Pollution Control Act or other legislation by the United States of America or any of its legislative agencies.

D. Fires shall be used only to burn readily combustible materials.

4-2-6: FIRE BAN EMERGENCY:

Upon the declaration of a fire ban emergency, all outdoor burning or fires shall be prohibited until the ban has been lifted.

4-2-7: RESPONSIBILITY FOR CONSEQUENCES:

Persons who conduct open burning in accordance with any or all of the provisions of this chapter are not thereby exempt or excused from the consequences, damages, or injuries which may result from

such conduct, nor are they exempt or excused from complying with all applicable laws, ordinances, rules, and orders.

4-2-8: TYPES OF BURNING PERMITTED:

A. Disaster Relief: Notwithstanding the prohibitions referred to within this chapter, the executive director of the Department of Environmental Quality, or a lawful designee, may allow open burning of debris resulting from a disaster if the director determines that such burning is necessary to protect public health and safety. Such approval, if granted, shall be accompanied by appropriate guidelines for burning of the debris.

B. Elimination Of Hazards: Provided prior authorization is obtained from the local fire chief, open burning is allowed for the elimination of:

1. A fire hazard that cannot be abated by any other means.
2. A dangerous or hazardous material when there is no other practical or lawful method of abatement or disposal if authorization is also received from the DEQ prior to such burning.

C. Land Management Operations: Open burning is allowed for the following land management operation:

Fires purposely set for forest, crop, or range lands for a specific reason in the management of forests, crops, or game, in accordance with practices recommended by the Oklahoma Department of Wildlife Conservation, the Oklahoma State Department of Agriculture, Food, and Forestry, and the United States Forest Service.

D. Land Clearing Operations

1. Fires purposely set for land clearing operations, if conducted at least five hundred feet (500') upwind of any occupied residence other than those located on the property on which the burning is conducted; except, that such burning must be conducted in open pit incinerators in areas that are or have been designated nonattainment.

2. The owner or operator of an open pit incinerator shall not accept any material owned by other persons and shall not transport any material to the property where the open pit incinerator is at that time operating at maximum capacity as determined by the Fire Chief.

E. Burning Of Domestic Refuse: Where no collection and disposal service is reasonably available, domestic refuse may be burned on the property where the waste is generated.

F. Hydrocarbon Burning: Open burning of hydrocarbons is allowed for:

1. The disposal of spilled hydrocarbons or the waste products of oil exploration, development, refining or processing operations which cannot be feasibly recovered or otherwise disposed of in a legal manner. Notice must be given to the DEQ prior to such burning.
2. The disposal of waste hydrocarbons through a flare. The owner or operator shall be required to use a smokeless flare if a condition of air pollution is determined to exist by the Department of Environmental Quality.

4-2-9: ENFORCEMENT:

The code enforcement officer and any city fire department or police department officer or designee shall have the power to enforce any provision of this chapter.

4-2-10: VIOLATION; PENALTY:

Any person who violates or fails to comply with any provision of this chapter shall, upon conviction, be guilty of an offense punishable as a misdemeanor and as set forth in the municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this code. Each day upon which the violation continues may be deemed a separate offense.

§ 2. Legal publication of this Ordinance may be done by publishing the title and a summary of its contents and shall not require publication of the entire Ordinance.

§ 3. At least one copy of this Ordinance shall be kept in each of the offices of the City Clerk, the Glenpool Fire Department and the Community Development Department for public use, inspection, and examination. Each of the City Clerk, the Glenpool Fire Department and the Community Development Department shall produce copies of this Ordinance for distribution to the public as requested in accordance with the Open Records Act.

§ 4. Except as amended by this Ordinance, Title 4, Health, Safety and Environment of the City of Glenpool City Code (2013), shall remain unchanged and in full force and effect.

§ 5. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

§ 6. If any provision(s) of this Ordinance No. 795 should be deemed by competent legal authority to be unconstitutional or otherwise invalid or legally ineffective for any reason, such decision shall not affect the validity of the remaining provisions of this ordinance. The remaining provisions of this Ordinance shall be unaffected by such opinion and shall remain in full force and effect as if the unconstitutional, invalid or legally ineffective provision were removed in its entirety.

§ 7. The City Council, by separate vote, finds that this Ordinance shall be immediately effective in order to protect the public safety, health and welfare, of the residents and visitors of the City of Glenpool and declares an emergency for that purpose.

PASSED AND APPROVED by the City Council of the City of Glenpool this ____ day of _____ 2021.

Joyce G. Calvert, Mayor

Attest:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

Finding that Ordinance No. 795, pertaining to any permissible practice of open burning within the City of Glenpool, and therefore directly protecting the safety, health and welfare of the City's residents, guests, businesses and properties, declares that an emergency exists and therefore finds that this Ordinance shall be immediately effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Glenpool this ____ day of _____ 2021.

Joyce G. Calvert, Mayor

Attest:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL
FROM: JOEL HUFF, BUILDING OFFICIAL
DATE: DECEMBER 13, 2021
ITEM: PROPOSAL TO RE-ORGANIZE AND UPDATE TITLE 10
REQUEST: ADOPT PROPOSAL AS SUBMITTED
APPLICANT: COMMUNITY DEVELOPMENT
ORDINANCE: TITLE 10

Background

Title 10 of the City of Glenpool Code of Ordinances, entitled Building and Development, was adopted on August 5, 2013, by Ordinance No. 671, and was extensively amended on November 10, 2017, as a result of the State of Oklahoma Uniform Building Code Commission's ("OUBCC") adoption of the Uniform Building Code ("UBC") and its enforced conformity. Recent updates in the UBC, as well as other standardized code changes, have made it necessary to accomplish another substantial re-codification.

Reasons for the Proposal

In addition to substantive changes in the various individual disciplinary codes that comprise what is collectively known as the "Building Code," Other reasons for amendment include:

- Current Title 10 has unnecessary and redundant chapter sections
- Unnecessary language with short-term effectiveness that is better covered by adoption and incorporation of the codes
- Re-organize and streamline the code for better clarification
- Include items to help with the containment of construction debris
- Adopt the 2018 International Codes
- Conformity with the code that the State has adopted
- Amend the code locally to build homes that better serve our citizens
- Establish clearly allowed construction times to prevent a nuisance

Analysis

- The bulk of the local amendments are for the International Residential Code.
- Adoption of the OUBCC energy code has made it less restrictive and complicated.
- This proposal creates a table that merges elements of the more restrictive 2018 energy code and what the OUBCC requires.
- There are other amendments that address air quality in homes that have been removed or not addressed by the OUBCC.
- The 2017 National Electrical Code has been amended so that gas stove ignition devices will not be on a ground fault circuit interrupter for enhanced gas safety
- This proposal has amended the location of the grounding electrode to be more accessible for repair without entering an energized meter base.
- There is an added local policy that requires most electric service conductors to be located underground to prevent outages due to inclement weather.
- This proposal has added a local amendment that no temporary power pole permits will be issued without a building permit for which the temporary power will be used.
- The remaining statements of the "Oklahoma Uniform Building Code Commission with local amendments" means that this allows the City the flexibility to enforce a more restrictive requirement. This is due to the complicated but less restrictive nature of the UBC.

Impact

The impact on the cost of new construction should be minimal. Most builders are currently in compliance with most of these requirements. The energy requirements may be a slight rise in cost. The indoor air quality may increase the cost as well. However, none of these requirements should cause large costs to build in Glenpool. We simply needed to follow the state adoption of the 2018 Codes as well as appropriate local amendments.

The benefits to homeowners are worth the minor increases if any.

Attachment

- Ordinance No . 796, effecting Amendments to Title 10, Building and Develop

Recommendation

Staff recommends adoption of the proposed changes to Title 10

Reviewed and Approved by
Lowell Peterson City Attorney

ORDINANCE NUMBER 796

AN ORDINANCE AMENDING TITLE 10, BUILDING AND DEVELOPMENT; CHAPTER 1, ADMINISTRATION AND ENFORCEMENT; CHAPTER 2, BUILDING CODES AND REGULATIONS; CHAPTER 3, MOVING BUILDINGS; CHAPTER 4, BUILDING NUMBERS; AND CHAPTER 7, BUILDING STRUCTURE DEMOLITION, BY REPEALING AND SUPERSEDING THE SAME IN THEIR ENTIRETY AND REPLACING THE SAME BY ADOPTION OF THIS ORDINANCE, REPEALING ALL ORDINANCES OR RESOLUTIONS OF PARTS OF ORDINANCES AND RESOLUTIONS OR PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR SUBMISSION TO THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION

WHEREAS, Pursuant to the Oklahoma Uniform Building Code Commission Act, Title 59-Professions and Occupations, §§ 1000.20 *et seq.* of the Oklahoma Statutes, (the “Act”) the Oklahoma Uniform Building Code Commission (“Commission”) has the power and the duty to review and adopt all building codes for residential and commercial construction to be used by all political subdivisions and code enforcement authorities within the State of Oklahoma; and

WHEREAS, Codes and standards adopted by the Commission are established as the minimum standards for residential and commercial construction throughout the State; and

WHEREAS, Any municipality that adopts building standards is required by the Act to adopt and enforce codes adopted by the Oklahoma Uniform Building Code Commission as the minimum construction standards to be implemented in such municipality; and

WHEREAS, The Act grants to any municipality the authority to enact and enforce ordinances containing more stringent standards than the minimum standards set by the Commission and to amend such ordinances from time to time to make changes necessary to accommodate local conditions; provided, such changes shall be approved by the Commission; and

WHEREAS, It will be beneficial to the City of Glenpool and its residents to clarify and provide enforcement for the policies of making property inspections, issuing permits, and enforcing standardized codes for the practice of the construction industry in the City; and

WHEREAS, there have been updates or amendments to the building, residential, mechanical, plumbing, electrical, existing building, fire, property maintenance, and fuel gas codes applicable to the City of Glenpool, as well as the initial adoption of energy conservation, swimming pool and spa codes,

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

§ 1. The following chapters of Title 10, Building and Development, of the Code of Ordinances for the City of Glenpool, as adopted by Ordinance 671 of the City of Glenpool on August 5, 2013, shall be and hereby are repealed, replaced and superseded in their entirety to read as follows:

TITLE10
BUILDING REGULATIONS
CHAPTER 1: GENERAL PROVISIONS

10-1-1: APPLICABILITY; DEFINITIONS

The following words and phrases, when used in this title, shall have the meaning ascribed to them by this section. All terminology used in this title, and not specifically defined herein, shall retain its meaning in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body or, if not defined therein, the latest volume of Merriam-Webster's Collegiate Dictionary.

Applicant means a person in the process of applying for a permit under this title.

Building official means a person authorized by the city manager to perform the duties prescribed in this title.

Contractor means a person that has a license approved by the state who performs work to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building, structure, plumbing, electrical, or mechanical work in the city.

Person means any individual, corporation, or other legal entity.

Structure means any building, facility or dwelling of any nature or design, and it is the intent to give the broadest interpretation to the meaning of the term.

Registration means the process of obtaining a license to perform work as a contractor in the city.

10-1-2: BUILDING PERMIT

(a) Building permits required. No structure shall be erected, moved, added to, enclosed, or structurally altered without a permit therefor, unless the building official approves an exemption from this requirement in writing and issued by the building official. No building permit shall be issued by the building official except in conformity with the provisions of this title.

(b) Application for building permit. All applications for building permits shall be accompanied by plans drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on a lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the building official, including existing or proposed building or alteration; existing or proposed uses of the building and land and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this title. One copy of the plans shall be returned to the applicant by the building official, after they shall have marked such copy either as approved, approved with stated conditions, or disapproved and attested to same by their signature on such copy. The original and one copy of the plans, similarly marked, shall be retained by the building official for the state or local required retention period.

(c) Expiration of building permit. If the work described in any building permit has not begun within six calendar months from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained. Failure by the building official to provide such written notice shall not influence the expiration of a building permit.

(d) Permit fees: The fees for plan review and permits shall be as set forth in the current, separately published fee schedule authorized by this code.

(e) Refund of fee: In the event a person has paid a building permit fee as provided in this title, including for a plumbing, electric, mechanical or other related permits, and requests a refund thereof prior to any inspections being done for the reason that he or she wants to abandon the permit and not pursue construction, then all but twenty five percent (25%) of the fee shall be refunded. Any amount paid at the time of application for plan review will not be refunded once the application is in review. The twenty five percent (25%) retained shall cover costs of processing the permit. If any inspections have been made, then no portion of the fee will be refunded. Further, no fee will be refunded if requested more than six (6) months after application for the permit. The application for refund shall be made to the building official.

10-1-3: CERTIFICATE OF OCCUPANCY REQUIRED

(a) It shall be unlawful to use or occupy or permit the use or occupancy of any structure, or part thereof created, erected, changed, converted, or wholly or partly altered or enlarged in its use or purpose until a certificate of occupancy shall have been issued therefor by the building official stating that the proposed use of such structure conforms to the requirements of this title.

(1) When a permit is issued for building a new structure, altering any portion of an existing structure, or building an addition to an existing structure, a certificate of occupancy must be issued upon completion of the work before use or occupancy of the structure will be permitted. The certificate of occupancy shall be issued only in conformity with the provisions of this title.

(2) A temporary certificate of occupancy may be issued by the building official for a period not exceeding 3 months during alterations or partial occupancy of a building pending its completion, provided that said temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and/or the public.

(3) The building official shall maintain a public record of certificates of occupancy in compliance with state and local retention requirements.

(4) Failure to obtain a certificate of occupancy prior to use or occupancy shall be a violation of this title and punishable under this title.

(b) Construction and use to be as provided in applications, plans, permits, and certificates of occupancy. Building permits or certificates of occupancy issued on the basis of plans and applications approved by the building official authorize only the use, arrangement, or construction set forth in such approved plans and applications, and no other use, arrangement, or construction shall be allowed. Use, arrangement, or construction at variance with that authorized shall be deemed a violation of this title and punishable as provided by this title.

(c) Certificates of occupancy required for use or change of use.

(1) Certificates of occupancy shall be required for the following:

(A) Occupancy and use of a structure erected or structurally altered.

(B) Change in use of an existing structure to a use of a different classification.

(C) Change in the use to a different classification.

(D) Change in a nonconforming use if adding square feet to a structure.

(2) No such use, or change of use, shall take place until a certificate of occupancy therefor shall have been issued by the building official.

(d) Eating/drinking establishments. Where the structure is to be used as an eating or drinking establishment, or for any such purpose as to come within the supervision of the Tulsa County Health Department, the building official shall not issue a certificate of occupancy until prior approval or clearance has been given by the health department.

(e) Contents of a certificate of occupancy:

- (1) The building permit number, if applicable, the address, name and contact information of owner or owner's representative;
- (2) A description (floor plan) of the portion of the structure for which the certificate is being issued;
- (3) The edition of the currently adopted, applicable construction code, as adopted pursuant to chapter 2 of this title, under which the permit was issued;
- (4) The use and occupancy, in accordance with the provisions of the applicable construction code;
- (5) Type of construction as defined in currently adopted construction code,
- (6) The design occupant load;
- (7) Whether an automatic fire sprinkler system is provided;
- (8) A statement that the described structure has been inspected for compliance with the requirements of the currently adopted construction code for the structure and type of occupancy and use for which the proposed occupancy is classified;
- (9) Any special stipulations or conditions of the building permit;
- (10) Any additional information deemed necessary by the building official to process the certificate of occupancy may be required.

(f) **Revocation:** The building official is authorized to, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this title wherever the certificate has been issued in error, or is based on incorrect information supplied, or where it is determined that the structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this title.

10-1-4: CONSTRUCTION TIMES

(a) **Definitions.** For the purposes of this section, the following terms have the meanings described below:

Construction includes inside or outside new construction, remodeling, rehabilitation, and demolition of a structure; the term also includes any on-site or off-site improvements (including but not limited to grading, excavation, landscaping, paving, and similar activity). Delivery and loading/unloading of materials or equipment is considered "construction" for the purposes of this section if said activities involve use of a forklift, dump truck, backhoe, or other similar heavy equipment.

Emergency means any event, circumstance or set of facts that presents a threat of imminent personal injury or damage to property and warrants an immediate response to secure the safety of such person or property.

Utility service provider means any person, firm or corporation legally providing electricity, natural gas, telephone, cable television, internet, water, sewer, or any other such item or service for use by the general public.

(b) **Restrictions on times of construction; penalty.**

- (1) On weekdays, construction may not take place after 8:00 p.m. or before 7:00 a.m.
- (2) Construction on Saturday and Sunday shall not take place after 6:00 p.m. on Friday or Saturday or before 9:00 a.m. on Saturday or Sunday
- (3) Construction in violation of the restrictions created by subsection (1) or (2), above, is declared to be a nuisance if it results in loud and raucous noise occurring inside the corporate limits of the city and is punishable as such under title 6, chapter 5 of this code.

(c) Exceptions.

(1) Permit. Construction may be lawfully conducted outside the times defined by this section if the person performing the work obtains a valid after-hours construction permit issued by the city manager or his or her designee in writing. To be valid, the permit must identify the persons or entities authorized to perform the construction, list the dates and times on which construction may be conducted outside of the times set forth by this section, and briefly describe the type of construction to be performed. Said permit must be displayed upon demand by any peace officer or city representative. Issuance of permits under this subsection is generally limited to circumstances where compliance with the construction time restrictions set forth in subsection (b) of this section would result in an undue hardship or when construction is required due to an emergency. Determinations of undue hardship shall be made in the discretion of the city manager or his or her designee in accordance with guidelines developed by the city manager, but exceptions will generally be limited to cases of urgent necessity in the interest of public health and safety.

(2) Certain entities exempt. The construction restrictions created by this section shall not apply to city or county, state, or federal government entities, or agents thereof, or to public works projects being performed on behalf of such public entities. Utility service providers may also conduct construction outside of the restrictions provided by this section if the construction being performed is to restore or maintain services to existing customers but shall not be exempt from application of this section for construction activity to expand services to additional customers or include additional products or services.

(3) Emergency construction. It is a defense to prosecution for a violation of this section that the construction was necessary to prevent or mitigate an emergency.

(4) Construction in public rights-of-way. This section does not apply to construction in public rights-of-way when a valid construction permit has been issued for such construction.

10-1-5: CONDITIONS OF SITE DURING CONSTRUCTION

Before any construction activity begins on any project beyond the excavation of foundation footings, the property being constructed upon shall have the following:

- (a) A portable temporary sanitary toilet facility. Two side by side homes, under construction may share one facility. The rating shall not exceed ten workers, with regular servicing.
- (b) A street address prominently displayed at the front of the property and plainly visible from the street.
- (c) A construction debris and trash container (four feet by four feet minimum size). It must contain the debris and trash. Open fencing material will not be allowed.
- (d) No on-site trash or debris burning will be allowed.
- (e) Developments must have a specific and approved concrete wash out station.
- (f) All Storm Water Pollution Prevention Plan measures/erosion control protection must be in place prior to and during construction. Appropriate erosion control measures must be installed as necessary for silt containment.
- (g) All excavations three feet in depth or more must have temporary fencing or warning tape fully around the area for fall prevention if excavation is left unattended.
- (h) No construction dirt, sand, supplies or material may be left on the street at any time during construction. It must be left up on the job site.

10-1-6: REGISTRATION OF CONTRACTORS

(a) It shall be unlawful for any person, firm, corporation, or business entity in the business of contracting services which require, by state or local law, a license to perform work to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, including plumbing, electrical, mechanical, irrigation work in the city, unless such person, firm, corporation or business entity is the holder of a valid registration with the city. Such person, firm, corporation, or business entity shall be herein designated "applicant" or "registrant."

(b) In extending the rights and privileges of such registration, the city makes no statement of the technical competency of those so registered, and no manner of license is proffered.

(c) No permit to perform work on any structure, plumbing, mechanical, electrical, irrigation, or signage shall be issued to any person, firm, corporation, or business entity without prior registration.

(d) Exception: Property owners performing work on their primary residence and approved by the building official, shall be exempt from the registration requirements.

10-1-7: APPLICATION FOR REGISTRATION

An application for registration under this title shall provide to the office of the building official the following information:

(a) The complete name, mailing address, and telephone number of the person, firm, corporation, or entity making application; if the application is for a firm, corporation or business entity, there must be provided the name and private mailing address of a principal of the firm, corporation or business entity who is authorized to bind the firm, corporation, or business entity in legal agreements. Each applicant must also provide the names of all employees authorized to obtain permits.

(b) A copy of the applicant's valid license, issued by the appropriate state board or agency with the authority to issue licenses for that trade.

(c) Proof of liability insurance in the amount of at least \$300,000.00 or a bond in the amount of at least \$300,000.00; per claim and per project.

(d) Any other information deemed necessary by the building official.

10-1-8: TRANSFER OF REGISTRATION PROHIBITED

No registrant shall for any purpose allow its registration, by name or any other identification, to be transferred to, assigned to, or in any manner directly or indirectly used by, any person, firm, corporation, or business entity other than the one to whom the registration was issued.

10-1-9: UPDATE OF INFORMATION REQUIRED

If a change occurs in the information previously provided on an application, the registrant shall provide written notice of the updated information to the chief building official within 30 days of the change.

10-1-10: REGISTRATION FEE AND RENEWAL

The fees for registration shall be as set forth in the current, separately published fee schedule authorized by this code and shall be submitted for each registration. Registration shall expire annually on the same date each year. The fee for renewal shall be the same as for the initial registration. Late registrations may be prorated based on months left to annual renewal. No permits will be issued to a contractor whose registration has expired. Inspections may not be done for contractors with expired registrations.

10-1-11: REVOCATION OF REGISTRATION

A registrant's privileges may be revoked, temporarily or permanently, for providing false or misleading information; failure to provide updated information within thirty days of such change; failure to obtain licensure from the appropriate agency having licensing authority; suspension of licensure; transferring or allowing another person, firm, or corporation to use the registration; failure to maintain a certificate of liability insurance; conviction of two violations of this code or any ordinance of the city within a 12-month period; or for any conviction of illegal dumping.

10-1-12: PENALTIES

Any person, firm, corporation, or business entity violating this title shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with the general penalty provisions of this code and as set out in the municipal bond schedule, unless otherwise specifically set forth in this code. Each continuing day's violation under this title shall constitute a separate offense. The penal provisions imposed under this title shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state, and federal law.

10-1-13: LIABILITY OF CITY

Neither the city nor any authorized agent acting under the terms of this title shall be liable or have any liability by reason of permits issued or work done in compliance with the terms of this title.

CHAPTER 2: CONSTRUCTION CODES AND STANDARDS

10-2-1: BUILDING CODE

(a) The 2018 edition of the International Building Code ("IBC") has been adopted. Copies of the IBC and amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the building code of the city, the same as though such code were copied in its entirety herein.

(b) The city council has adopted the Oklahoma Uniform Building Code Commission amendments, including local fire code and building code adoptions to said amendments.

10-2-2: RESIDENTIAL CODE

(a) The 2018 edition of the International Residential Code ("IRC") has been adopted. Copies of such edition of the IRC and amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the residential code of the city, the same as though such code were copied in its entirety herein.

(b) Oklahoma Uniform Building Code Commission with local amendments. Appendices V, W, X, or Y have not been adopted.

(c) Chapter 11 of the 2015 edition of the IRC and amendments thereto have been adopted. Copies of such edition of the IRC and amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the energy conservation code of the city, the same as though such code were copied in its entirety herein.

(d) Section R313.2 has been amended to adopt the Oklahoma Uniform Building Code Commission amendment and by not adopting Appendix V. One and two-family dwelling automatic fire systems.

(e) Local Amendment: (N1102.4.1.2) Mandatory thermal envelope leak testing. The building(?) official will perform visual energy compliance inspections only. Third party testing will be approved to meet this requirement with submitted documentation.

(f) Local Amendment: (N1103.3.3) Mechanical duct testing. The building official will perform visual energy compliance inspections only. Third party testing will be approved to meet this requirement with submitted documentation.

(g) If testing will not be done by a third party, because of unknown air infiltration rate from unusually tight construction, it shall be assumed that make up air must be achieved to meet the requirements of R303.4, M1503.6 and M1505.4, using outside air and shall utilize a gravity damper in the outside air to ensure it only functions when the mechanical ventilation system is in operation in compliance with M1503.6.

(h) Table N1102.1.2 (R402.1.2) is amended as listed in table (k) below.

(i) A total UA alternative will be accepted in lieu of meeting Table N1102.1.2 if it meets the code requirements of section N1102.1.5 (R402.1.5). Documentation must be provided.

(j) N1102.2.3 (R402.2.3) Eave Baffles are required at eave vents that could be blocked by insulation.

(k)

TABLE N1102.1.2 (R402.1.2) ^a
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE ^{c, d, e, f, g, h}	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE ^s
3	0.32	0.55	0.25	38	15 or 13 + 2h	8/13	19	5/13	0	5/13

a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall be not less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestrations.

Exception: In Climate Zones 1 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation on the interior of the basement wall. "15/19" means R-15 continuous insulation on the interior or exterior of the home or R-19 cavity insulation on the interior of the basement wall. Alternatively, compliance with "15/19" shall be R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulation on the interior or exterior of the home.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab edge insulation for heated slabs shall not be required to extend below the slab.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation shall not be required in warm-humid locations as defined by Figure N1101.10 and Table N1101.10.

g. Alternatively, insulation sufficient to fill the framing cavity providing not less than an R-value of R-19.

h. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, "13+2" means R-13 cavity insulation plus R-2 allowed for structural exterior sheathing in accordance with R402.2.7 (N1102.2.7) continuous insulation.

i. Mass walls shall be in accordance with Section N1102.2.5. The second R-value applies where more than half of the insulation

10-2-3: ENERGY CONSERVATION CODE

- (a) Residential requirements are listed in section 10-2-2 above.
- (b) 2018 International Energy Conservation Code for commercial construction.
- (c) Oklahoma Uniform Building Code Commission with local amendments.

10-2-4: PLUMBING CODE

(a) The 2018 edition of the International Plumbing Code ("IPC") has been adopted. Copies of the IPC and the amendments thereto are on file in the office of the city clerk and said code is incorporated

herein by reference and designated as the plumbing code of the city, the same as though such code were copied in its entirety herein.

- (b) Oklahoma Uniform Building Code Commission with local amendments.

10-2-5: MECHANICAL CODE

(a) The 2018 edition of the International Mechanical Code (“IMC”) has been adopted. Copies of the IMC and the amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the mechanical code of the city, the same as though such code were copied in its entirety herein.

- (b) Oklahoma Uniform Building Code Commission with local amendments.

10-2-6: FUEL GAS CODE

(a) The 2018 edition of the International Fuel Gas Code (“IFGC”) has been adopted. Copies of the IFGC and the amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the fuel gas code of the city, the same as though such code were copied in its entirety herein.

- (b) Oklahoma Uniform Building Code Commission with local amendments.

10-2-7: ELECTRICAL CODE

(a) The 2017 edition of the National Electrical Code (“NEC”) has been adopted. Copies of the NEC and the amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the electrical code of the city, the same as though such code were copied in its entirety herein.

(b) Local Amendment: Electric stove/oven igniters may not be terminated to the load side of a Ground Fault Circuit Interrupter outlet or breaker.

(c) Article 250 is amended as follows: The grounding electrode conductor for services may not terminate in the meter base and must terminate in the primary electrical panel or first means of disconnect.

(d) Local Policy: All new installation of electrical service conductors located within two hundred feet (200') of the property lines shall be installed underground, except for any transmission or feeder lines, either existing or proposed, provided that such transmission or feeder lines shall be located within a designated paved easement or alley way provided by the property owner. Exception may be made if a hardship situation is reviewed and approved.

(e) Local Amendment: No temporary utility power will be approved unless it will be used for approved construction for which a permit will be required.

10-2-8: FIRE CODE

(a) The 2018 edition of the International Fire Code (“IFC”), regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Glenpool, has been adopted, expressly including:

Appendix B - Fire Flow Requirements for Buildings

Appendix C - Fire Hydrant Location and Distribution

Appendix D - Fire Apparatus Access Roads

Appendix E - Hazard Categories

Appendix F - Hazard Ranking

Appendix G - Cryogenic Fluids, Weight and Volume Equivalents

Appendix H - Hazardous Materials Management Plan (HMMP and Hazardous Materials Inventory Statement (HMIS Instructions)

Appendix I - Fire Protection Systems - Noncompliant Conditions

Appendix N- Indoor Trade Shows and Exhibitions

(b) The following sections are hereby revised:

Section 101.1. Insert: City of Glenpool

Section 110.4. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a Class A misdemeanor offense as described in Ord. 660, 7-16-2012; mad. 2013 Code, punishable by a fine of not more than \$500 dollars excluding court costs and fees. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than \$500 dollars excluding court costs and fees. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(c) The geographic limits referred to in certain sections of the 2018 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 Insert: Class I and Class II liquids in above-ground storage tanks greater than 500 water gallons located outside of buildings will only be allowed in IM & IL Zoning Districts

Section 5806.2, insert: cryogenic fluids in stationary containers are only allowed in IM and IL Zoning Districts

Section 6104.2 The storage of liquefied petroleum gas in above ground storage tanks having a capacity of 1000 water gallons or less located outside of a building will be allowed in commercial, IL and IM zoning districts. The storage of liquefied petroleum gas in above ground storage tanks having a capacity of greater than 1000 water gallons located outside of a building will only be allowed in IM and IL zoning districts.

10-2-9: EXISTING BUILDING CODE

(a) The 2018 edition of the International Existing Building Code ("IEBC") has been adopted. Copies of the EBC and the amendments thereto, are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the electrical code of the city, the same as though such code were copied in its entirety herein.

(b) Oklahoma Uniform Building Code Commission with local amendments.

10-2-10: SWIMMING POOL AND SPA CODE

The 2018 edition of the International Swimming Pool and Spa Code (“ISPSC”) has been adopted. Copies of the code and the amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the electrical code of the city, the same as though such code were copied in its entirety herein.

10-2-11: PROPERTY MAINTENANCE CODE

The 2018 edition of the International Property Maintenance Code (“IPMC”) has been adopted. Copies of the IPMC and certain amendments thereto are on file in the office of the city clerk and said code is incorporated herein by reference and designated as the property maintenance code of the city, the same as though such code were copied in its entirety herein.

10-2-12: CONFLICTS IN THE CODE

When a conflict exists between the Oklahoma Uniform Building Code Commission and the provisions of this code, the more restrictive requirement shall apply.

10-2-13: APPEALS

Appeals to the city council may be taken by any person aggrieved by any decision or interpretation by the building or fire official made under the provisions of the codes adopted in this chapter and this title. An application for appeal must be submitted to the city council within ten (10) days of the date of notice of order of the building or fire official. ~~(2002 Code §~~

CHAPTER 3 DEMOLITION AND MOVING OF STRUCTURES

10-3-01: APPLICABILITY; DEFINITIONS

(a) This chapter applies to any property owner who seeks to move a structure onto a lot or tract of land in the city limits, relocate a structure away from a lot or tract of land in the city limits, or demolish a structure in the city limits.

(b) The following words and phrases, when used in this chapter, shall have the meaning ascribed to them by this section. All terminology used in this chapter and not specifically defined herein, shall retain its meaning in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body or, if not defined therein, the latest volume of Merriam-Webster's Collegiate Dictionary.

Applicant means a person in the process of applying for a permit under this chapter.

Building official means a person authorized by the city manager to perform the duties prescribed in this chapter.

Facility means any institutional, commercial, public, industrial or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative but excluding residential buildings having four or fewer dwelling units) and any active or inactive disposal site.

Permittee means a person to whom a permit to move, relocate, or demolish any structure, or portion thereof within the corporate limits of the city has been issued.

Person means any individual, corporation or other legal entity.

Structure means any building, facility or dwelling of any nature or design and it is the intent to give the broadest interpretation to the meaning of the term.

10-3-02: APPLICATION FOR PERMIT; INVESTIGATION BY BUILDING OFFICIAL

(a) An applicant shall:

- (1) Submit an application on a city-approved application form.
- (2) Include with the application all documents and information required for permit approval under this chapter or by the building official; and
- (3) Pay any fee(s) and cost(s) required by the city's schedule of fees.

(b) Upon any applicant's filing of an application for a permit to move or relocate a structure, the building official shall investigate the application and shall inspect the structure to be moved from or relocated upon the lot or tract of land and shall further inspect the lot or tract of land upon which the structure is to be located or from which it is to be relocated. The building official shall then determine whether the structure, if moved or relocated as proposed, would or would not meet all the requirements set forth or adopted by reference in this title and in other applicable ordinances or regulations of the city. Any home relocated to Glenpool city limits must meet all zoning requirements at the proposed location.

(c) Upon an applicant's filing of an application for a permit to demolish a structure, the building official shall investigate the application and shall inspect the structure to be demolished and determine whether it is safe to do so. If demolition cannot be undertaken safely, no permit will be issued until the applicant makes appropriate changes in the demolition plan.

10-3-03: ISSUANCE OF PERMIT

(a) **Moving or relocation permit.** After determining whether a moving or relocation permit under this chapter should be issued based on the criteria listed in this section, the building official shall, subject to the approval of the city manager, grant the application or deny the application, taking into consideration the location and size of the lot upon which the structure is to be located, the size, condition and design of the structure to be moved or relocated, the population density of the area to which the structure will be relocated, the location and use of the structure, the uses and proximity of other structures and land in the area, and the anticipated condition of the premises from which the structure is to be moved or relocated, if within the city limits, and to which the structure is proposed to be moved or relocated. No application shall be granted if the building official shall find that:

- (1) The structure to be moved does not, and will not upon relocation, meet the requirements of all applicable ordinances of the city and the applicant cannot provide evidence of the ability to bring the structure up to city standards within 180 days after completion of the move.
- (2) The lot or tract of land to which the structure is proposed to be moved or relocated would not meet the requirements of all applicable ordinances of the city upon completion of the move or relocation.
- (3) The structure to be moved has deteriorated more than 50% of its original value by virtue of fire or by virtue of age or normal wear and tear or other elements.
- (4) The moving of such structure upon or from the lot or tract of land would cause injury to persons or property or damage to the streets or other public improvements or the applicant cannot provide evidence of public liability insurance adequate to remedy any such injury or damage.
- (5) The applicant cannot ensure that the grounds from which a structure is removed will be completely cleared, leveled, and cleaned within 90 days after permit is issued: or
- (6) The applicant has failed to pay all fees required by the current, separately published fee schedule or other costs required under this title.

(b) **Demolition permit.** After determining whether a demolition permit under this title should be issued, the building official shall, subject to the approval of the city manager, grant or deny the application, taking into consideration the location and size of the lot upon which the structure is located, the size, condition and design of the structure to be demolished, the population density of the area, the location and use of the structure, uses and proximity of other structures and land in the area, and the anticipated condition of the premises subsequent to the demolition. No application shall be granted if the building official shall find that:

- (1) The proposed demolition does not meet the requirements of all applicable ordinances of the city.
- (2) The lot or tract of land after demolition would not meet the requirements of all applicable ordinances of the city.
- (3) The applicant has failed to provide the building official with any asbestos-related survey, report or inspection records required under state or federal law.
- (4) The demolition of such structure, or removal of debris after demolition, upon or from the lot or tract of land would cause injury to persons or property or damage to the streets or other public improvements or the applicant cannot provide evidence of public liability insurance adequate to remedy any such injury or damage.
- (5) The applicant cannot ensure that the grounds upon which a building is demolished will be completely cleared of all debris, leveled, and cleaned within 90 days after permit is issued: or
- (6) The applicant has failed to pay all fees required by the current, separately published fee schedule or other costs required under this title.

(c) **Form and content.** If the building official determines to grant the request to move, relocate or demolish any structure, the building official, subject to approval by the city manager, shall cause a written permit to be issued authorizing the moving, relocation or demolition of the structure upon or from the lot or tract of land under such conditions, requirements, or restrictions as the building official shall determine.

10-3-4: ISSUANCE OF CERTIFICATE OF OCCUPANCY

No person shall occupy any structure permitted to be moved until the building official issues the permittee a certificate of occupancy. No certificate of occupancy shall be issued until the structure complies with all conditions of the permit and the requirements of all applicable sections of this title.

10-3-6: ADDITIONAL REGULATIONS RELATED TO DEMOLITION

(a) **Permit fee.** A fee for each demolition permit shall be paid to the city in the amount that is established by the current, separately published fee schedule.

(b) **Completion of work; cleaning of premises.** All demolition work, including the removal of the foundation, must be completed within 90 days from the date of issuance of the demolition permit. Upon completion of the demolition work, the permittee shall clean the premises of all debris, request an inspection of the premises, and then fill all excavations and grade the area with topsoil or other material approved by the building official.

(c) **Disconnection of utility services.** All water, sanitary sewer services, electrical and gas or propane, or any other utilities located on the premises shall be disconnected and sealed in accordance with the appropriate city ordinances and/or service provider requirements before demolition. Verification shall be made during pre-demolition inspection.

(d) **Revocation of permit.** A demolition permit may be revoked by the building official at any time upon a violation of the terms thereof, or upon a violation of any provision of this title or any other applicable ordinance of the city.

(e) Compliance with applicable regulations. All demolitions shall be conducted in compliance with this title, other city ordinances and regulations, the state rules for asbestos removal, and all other applicable state and federal law. In the case of any conflict between any provisions or any such statutes, regulations, or other law, the strictest provision shall govern.

(f) Applicant must be registered with the city as a general contractor.

AMENDMENTS DO **NOT**
INCLUDE:

Ch. 5 – Earth Changes

AND

Ch. 6 – Flood Control

CHAPTER 7 ADDRESS NUMBERS

10-7-1: BUILDING NUMBERING SYSTEM

The director of development services or his/her designee will supervise the assignment of all building numbers/addressing. Such numbering will be recognized as the official number of the building.

10-7-2: MAINTENANCE OF ADDRESS

Maintenance and placement of the required addressing shall be the responsibility of the owner of the property and structure(s).

10-7-3: POSTING OF ADDRESS NUMBERS

(a) Required standards. The owner of a lot or tract on which one or more structures have been located shall place the appropriate street address number in a clearly identifiable location on the front (that portion facing the street) of the primary structure on the lot or tract. If more than one primary structure is located on the lot or tract, each primary structure shall be separately identified with an appropriate address number. Said numbers shall be not less than four inches in height and shall be located so that emergency service personnel can easily read and identify the address enumeration.

(b) Penalty. Any person, firm, corporation, or business entity violating this section shall be subject to such enforcement and penalties as may /be allowed by law and this ordinance.

10-7-4: OTHER NUMBER LOCATIONS

Numbers posted on the mailbox or curb are not an acceptable substitute for the number required to be posted on the primary structure(s).

§ 2. If any provision(s) of this Ordinance No. 796 should be deemed by competent legal authority to be unconstitutional or otherwise invalid or legally ineffective for any reason, such decision shall not affect the validity of the remaining provisions of this ordinance. The remaining provisions of this Ordinance shall be unaffected by such opinion and shall remain in full force and effect as if the unconstitutional, invalid or legally ineffective provision were removed in its entirety.

§ 3. Legal publication of this Ordinance may be done by publishing the title and a summary of its contents and shall not require publication of the entire Ordinance.

§ 4. At least one copy of this Ordinance shall be kept in each of the offices of the City Clerk, the Glenpool Fire Department and the Community Development Department for public use, inspection, and examination. Each of the City Clerk, the Glenpool Fire Department and the Community Development Department shall produce copies of this Ordinance for distribution to the public as requested.

§ 5. Except as amended by this Ordinance, Title 10, Building Regulations, of the City of Glenpool Code of Ordinances (2013), shall remain unchanged and in full force and effect.

§ 6. All ordinances or parts of ordinances, or resolutions or parts of resolutions, in conflict herewith shall be and the same are hereby repealed.

§ 7. This Ordinance shall be effective, and the City may begin enforcing the standards and requirements of this Ordinance, to the extent they meet or exceed standards and requirements of any building, mechanical, plumbing, electrical or other codes adopted or to be adopted or amended by the Oklahoma Building Code Commission, or are permissible as local amendments pursuant to the Oklahoma Uniform Building Code Commission Act, no fewer than 30 days after submitting such standards and requirements to the Oklahoma Uniform Building Code Commission in such form as the Commission may prescribe.

PASSED AND APPROVED by the City Council of the City of Glenpool this 13th day of December 2021.

Joyce G. Calvert, Mayor

Attest:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney



TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL
FROM: LYNN BURROW: COMMUNITY DEVELOPMENT DIRECTOR
DATE: DECEMBER 13, 2021
ITEM: GENERAL UTILITY EASEMENT CLOSURE: LOT 14, BLOCK 2, KENDALWOOD ESTATES ADDITION I
REQUEST: PARTIAL CLOSURE/VACATION OF A GENERAL UTILITY EASEMENT
APPLICANT: WASSCO REALTY, LLC
ZONING: RS-3

PROJECT DESCRIPTION

The applicant is requesting to vacate and close a portion of a General Utility Easement that exists within Kendalwood Estates Addition I, as illustrated and described on Subdivision Plat No.3710 filed on May 18, 1977. The partial closure and vacation is being requested by Wassco Realty, Inc. per the attached exhibits. The closing and vacation of this portion of the easement in question is being requested due to an existing residential structure located on this property encroaching onto the easement thus creating an impact on the legal title to the property. The area being closed and vacated is approximately 4' by 50' as illustrated on the attached survey exhibit. The actual overall General Utility Easement is 20 feet in width and 800 feet in length - extending the entire length of Kendalwood Estates Addition I that fronts onto S. Elwood Ave.

It has been determined that the vacation of this portion of the existing easement will not cause negative issues with any existing City of Glenpool utility services. No such services are located within the 4' x 50' area requesting closure and vacation. No facilities owned by a private franchise utility is located within this portion of the General Utility Easement. No other party with an interest in the described easement has expressed a concern or objection to this partial closure and vacation request.

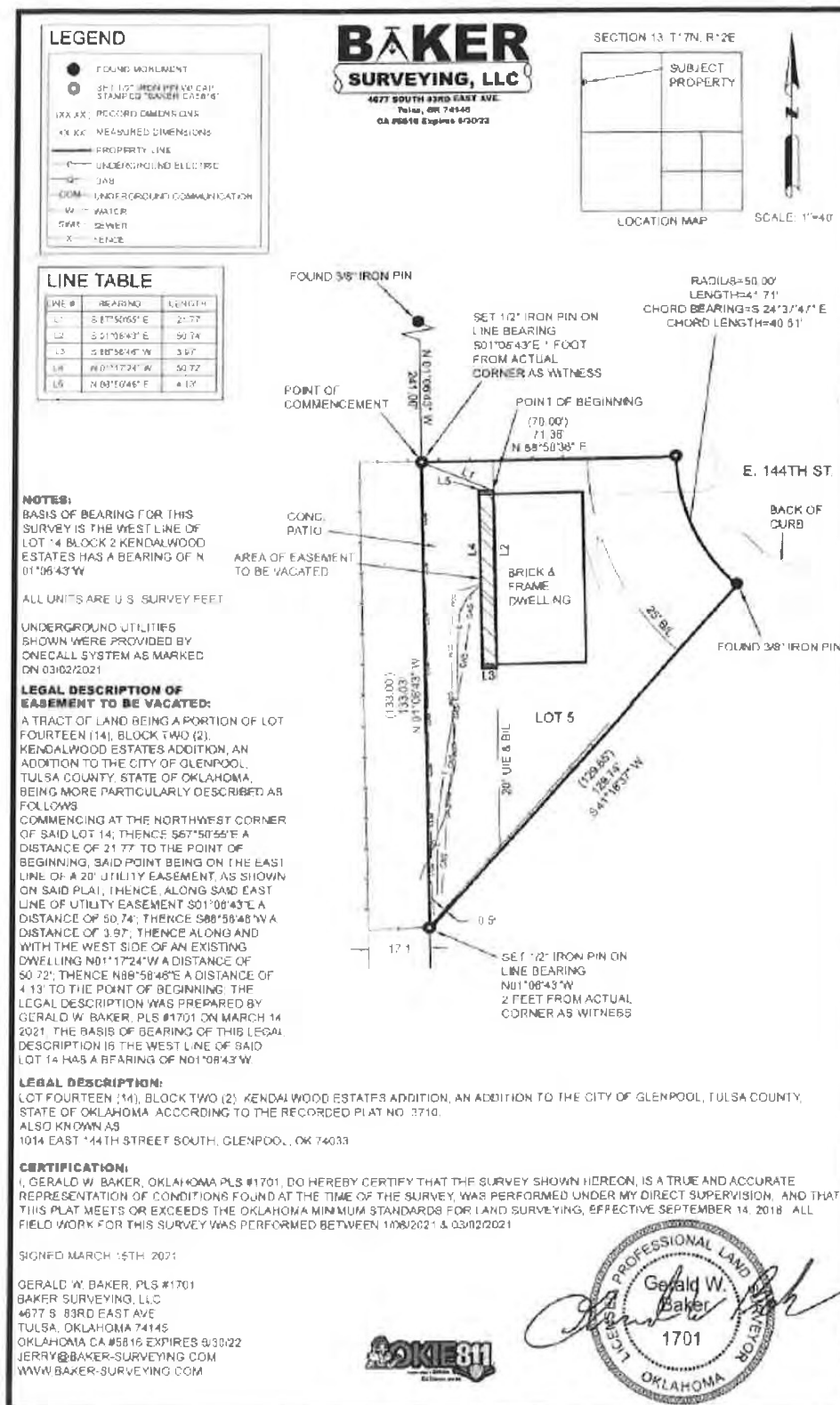
STAFF RECOMMENDATION:

Staff recommends City Council approval of the requested easement closure and vacation by approving the attached Easement Vacation/Closure Document as City of Glenpool Ordinance No 797.

ATTACHMENTS:

1. Application w/Survey
2. Aerial Photo
3. Subdivision Plat Map
4. Ordinance No. 797

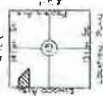
EXHIBIT A



KENDALWOOD ESTATES ADDITION I

A SUBDIVISION OF THE TOWN OF GLENPOOL, BEING A PART OF THE N 1/2 OF THE NW 1/4 OF SEC. 13, T. 17 N., R. 12 E. TULSA COUNTY, OKLAHOMA.

SCALE 1"=100'



9068-007

May 18
Helen Bond



10/15/1951 - 3:45 PM U.S.D.

DEALERSHIP: **STANLEY STEAKS RESTAURANT**, 1000 N. 10th St., Suite 100, Oklahoma City, Oklahoma 73102. Tel: (405) 241-1111.

[illegible]

Mr. HARRISON, the independent lawyer for public use all the elements to show an added and new location for the city in all of the land wanted to make streets, and for the purpose of providing employment to the city of "UNFOUNDED CRIMINAL ABSTINENCE." At 10:15 A.M. in the Town of Clarendon, Tulsa, County, Oklahoma.

an) 1) *in situ* hybridization technique. This method may be employed for the detection of specific nucleic acid sequences in tissues and cells. It involves the use of a labeled probe (DNA or RNA) that hybridizes to the target sequence. The probe is then detected by autoradiography or fluorescence microscopy. This technique is useful for identifying specific genes or transcripts in a tissue sample.

[illegible][illegible][illegible]

2. As teller, treasurer, clerk, chap, scribe, or any other participating official in this addition, shall we at any time add to or subtract from the sum of the money so far as we are concerned, or shall we observe of a temperate silence as we should?
3. As either or both of us, shall we be in any way for or against the addition of any money to the sum of the money so far as we are concerned, or shall we observe of a temperate silence as we should?
4. As either or both of us, shall we be in any way for or against the addition of any money to the sum of the money so far as we are concerned, or shall we observe of a temperate silence as we should?

[illegible]

5. (a) *Article* (high point or otherwise) may be carried by underground cable and airplane (synonyms list addition and deletion). The manner of use of and for all transportation is to shall be indicated (deletion) manner of use of the cable, manner for all transportation for which a public authority, municipalities or property owners are acting (deletion) is supported.

colleges, and that the students in this category were 70.7 percent female. The 112 females who were included in this study were selected from the list of students published by the American Psychological Association for the "Positive and Constructive" category in the 1990s. The 112 females were selected from the list of students in the "Positive and Constructive" category in the 1990s. The 112 females were selected from the list of students in the "Positive and Constructive" category in the 1990s.

[illegible][illegible]

1. THEORY

[illegible]

10. I am under no legal obligation that this will cause legal action and legal action will be taken only if I am not satisfied with the results of this investigation.

CONFIDENTIAL - SECURITY

No unauthorized, unauthorized Professional Engineer and Surveyor. Simply certify that I have carefully and accurately reviewed, analyzed and plotted into field, blunder, and correct the above described property to be known as "CONFIDENTIAL - SECURITY" and have not been given at all for current and the above plot is a final and correct compilation of the survey.

Witness my hand and official seal on this _____ day of _____, 19____.

Before me, the undersigned, a Notary Public in and for said County and State, on this day, 1902, personally appeared J. H. Hines, to me known to be the identical person who subscribed the name of J. H. Hines to the foregoing instrument and acknowledged to me that he executed the same in all facts and particulars set out and stated for the purposes of this certificate.

WITNESS my hand and seal of office this 17th day of July, 1902.

NOTARY PUBLIC) ss

4. How did you spend your _____ (15 min.) _____

**APPLICATION REQUESTING CLOSURE
OF A PUBLIC WAY OR EASEMENT**

Name of Applicant: Wassco Realty, LLC
Contact Person: Jeffrey D. Lowe
Address: 1401 S. Boulder Tulsa, OK 74119
Daytime Phone Number: (918) 382-1619 Cell Phone Number: _____
Email Address: jeff@gettyfile.com

FOLLOWING ITEMS MUST BE ATTACHED:

- Application fee of \$_____ (refer current Community Development Fee Schedule) _____ ☐
- Legal Description of host property 17/2 Kendalwood Estates Addition ☒
- Legal Description of Right-of-Way or Easement to be closed See Survey ☒
- Site Plan/Vicinity Sketch – showing boundary lines and dimensions, adjoining streets, existing utilities and easements, no greater than 11" x 17" See Survey ☒
- Certified list of names and addresses of owner(s) of property within 300 ft. of nearest property boundary line _____ ☒
- Certified list of all utility franchisees or any other persons with interest in the subject Right-of-Way or Easement to be closed _____ ☒
- Mailing labels for all persons, utility franchisees and any other entity named on the foregoing certified lists _____ ☒

I certify that, to the best of my knowledge and belief, the foregoing described right-of-way or easement is not in use by the public or any utility franchise and all use has been abandoned for at least 90 days as of this date.

Signature of Applicant 

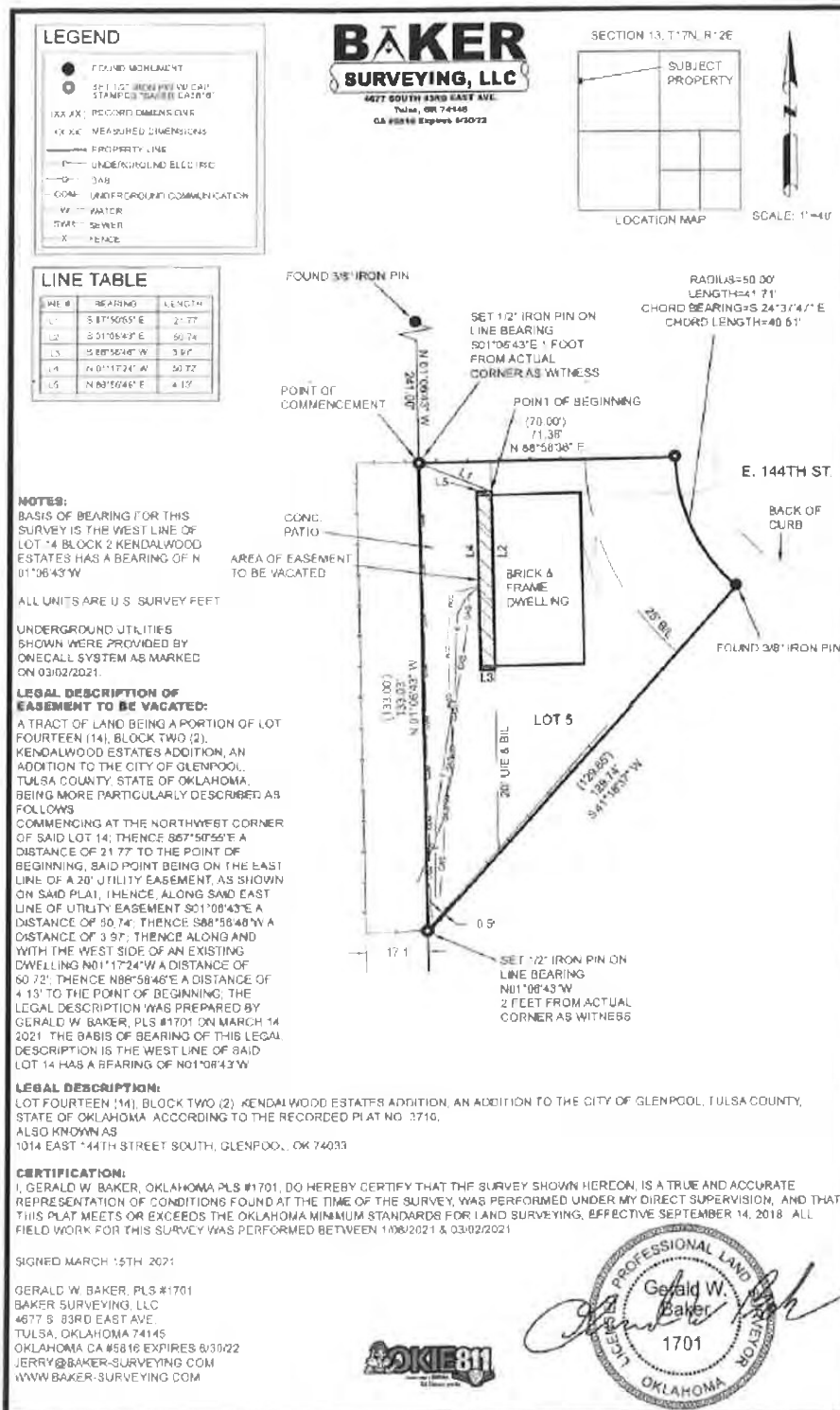
Date 8/31/21

Acknowledgement of receipt by Community Development Department of the City of Glenpool:

Signature of Authorized Representative 

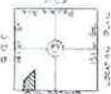
Date 9/1/21

Submit Application with the applicable fee and all documents, certificates, and plans to the Community Development Department, City of Glenpool, 12205 S. Yukon Avenue, Glenpool, OK 74033





A SUBDIVISION OF THE TOWN OF GLENPOOL, BEING A PART OF
THE N 1/2 OF THE NW 1/4 OF SEC. 13, T. 17 N., R. 12 E., TULSA
COUNTY, OKLAHOMA



12-9-25 By vls

PA

1. The following information was obtained from the records of the Federal Bureau of Investigation, Bureau of Prisons, and the United States Department of Justice, Office of the Inspector General, regarding the activities of the following individuals:

2. James Earl Ray, born January 5, 1928, in Jackson, Mississippi, was arrested on December 10, 1967, on charges of murder and was sentenced to death by the State of Mississippi on January 17, 1969. He was later sentenced to life imprisonment by the Federal District Court in Memphis, Tennessee, on April 4, 1969, for the same offense.

3. John Edgar Hoover, born January 1, 1895, in Washington, D.C., was the Director of the Federal Bureau of Investigation from 1935 to 1972. He was a member of the United States Senate from 1955 to 1961 and was a member of the House of Representatives from 1947 to 1955.

4. William French Smith, born December 1, 1914, in St. Louis, Missouri, was the Attorney General of the State of Missouri from 1961 to 1965. He was a member of the United States Senate from 1965 to 1971 and was a member of the House of Representatives from 1955 to 1961.

5. Robert Kennedy, born May 28, 1925, in Brookline, Massachusetts, was the Attorney General of the United States from 1961 to 1964. He was the President of the Senate from 1964 to 1968 and was the Vice President of the United States from 1968 to 1972.

6. Lyndon B. Johnson, born August 27, 1908, in Stonewall, Texas, was the President of the United States from 1963 to 1969. He was the Vice President of the United States from 1961 to 1963 and was a member of the United States House of Representatives from 1949 to 1961.

7. Hubert H. Humphrey, born April 27, 1896, in Waukegan, Illinois, was the Vice President of the United States from 1965 to 1969. He was the Governor of Minnesota from 1958 to 1962 and was a member of the United States House of Representatives from 1949 to 1961.

8. Walter Mondale, born January 1, 1924, in Duluth, Minnesota, was the Vice President of the United States from 1977 to 1981. He was the Governor of Minnesota from 1971 to 1977 and was a member of the United States House of Representatives from 1961 to 1971.

9. Franklin D. Roosevelt, born January 30, 1882, in Hyde Park, New York, was the President of the United States from 1933 to 1945. He was the Governor of New York from 1929 to 1932 and was a member of the United States House of Representatives from 1913 to 1915.

10. Theodore Roosevelt, born October 27, 1858, in New York City, was the President of the United States from 1901 to 1909. He was the Governor of New York from 1896 to 1898 and was a member of the United States House of Representatives from 1885 to 1886.

11. Woodrow Wilson, born December 28, 1856, in Staunton, Virginia, was the President of the United States from 1913 to 1921. He was the Governor of New Jersey from 1911 to 1913 and was a member of the United States House of Representatives from 1897 to 1901.

12. Calvin Coolidge, born July 9, 1892, in Plainfield, Massachusetts, was the President of the United States from 1923 to 1933. He was the Governor of Massachusetts from 1925 to 1930 and was a member of the United States House of Representatives from 1919 to 1923.

13. Herbert Hoover, born January 1, 1874, in West Branch, Iowa, was the President of the United States from 1929 to 1933. He was the Director of the Federal Bureau of Investigation from 1917 to 1933 and was a member of the United States House of Representatives from 1901 to 1903.

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35. Theodore Roosevelt, born October 27, 1858, in New York City, was the President of the United States from 1901 to 1909. He was the Governor of New York from 1896 to 1898 and was a member of the United States House of Representatives from 1885 to 1886.

36. Woodrow Wilson, born December 28, 1856, in Staunton, Virginia, was the President of the United States from 1913 to 1921. He was the Governor of New Jersey from 1911 to 1913 and was a member of the United States House of Representatives from 1897 to 1901.

37. Calvin Coolidge, born July 9, 1892, in Plainfield, Massachusetts, was the President of the United States from 1923 to 1933. He was the Governor of Massachusetts from 1925 to 1930 and was a member of the United States House of Representatives from 1919 to 1923.

38. Herbert Hoover, born January 1, 1874, in West Branch, Iowa, was the President of the United States from 1929 to 1933. He was the Director of the Federal Bureau of Investigation from 1917 to 1933 and was a member of the United States House of Representatives from 1901 to 1903.

39. Franklin D. Roosevelt, born January 30, 1882, in Hyde Park, New York, was the President of the United States from 1933 to 1945. He was the Governor of New York from 1929 to 1932 and was a member of the United States House of Representatives from 1913 to 1915.

40. Theodore Roosevelt, born October 27, 1858, in New York City, was the President of the United States from 1901 to 1909. He was the Governor of New York from 1896 to 1898 and was a member of the United States House of Representatives from 1885 to 1886.

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42. Calvin Coolidge, born July 9, 1892, in Plainfield, Massachusetts, was the President of the United States from 1923 to 1933. He was the Governor of Massachusetts from 1925 to 1930 and was a member of the United States House of Representatives from 1919 to 1923.

[illegible]

1. All data for the additional analysis have been added to the original file and the program will run without any further modification.

6. The hypothesis that the central area is the best for flow, as contrast to the side stage, implies that the walking time spent on the left-hand side is less than the walking time spent on the right-hand side, and vice versa.
7. The hypothesis that the central area is the best for flow, as contrast to the side stage, implies that the walking time spent on the left-hand side is less than the walking time spent on the right-hand side, and vice versa.

f. No dwelling shall be occupied or placed on any subdivision¹ lot which has no term of less than 100 years after date of first term, excluding some portions and "long" periods.

P. building and back-logging that we have to pay attention to, and that the more time the (6) takes to write. In "equity, income, tax, stock, savings, how we share with living period in this addition about by at one time and at a minimum, either important to be maintained or we will see growing of a temporary value as there will be end as a result.

- G. No explicit or implicit Pauli spin and isospin operators (plus) by [197] or [198] for objects 12 new to us from the authors, or otherwise [194].
- H. To structure procedurally rapid plus by group with [195] to [198] addition.
- I. To achieve, including family, plus by [199] and [200] at [201] time, plus [202] and [203] than.

J. Regeneration after deforestation and reforestation of oil palm plantations in Sarawak, Malaysia

together with the localisation and interpretation of citizens, we also may change the direction of time of development towards the economy, as it will only change as various the flow of money through themselves in the economy. The movement of money in and out of the economy is a result of the national development of the economy of the last, and the development of the economy for which a public authority, national authority, national authority.

an existing response is unacceptable

[illegible]

in each slide of each member table, according to the service position, or performance, or competence in the district and communitarian service activities as well (Table 3). The selection of attributes in communitarian service, through the position, service and performance, are all of them some type of criteria in all job selection tests when on a mid-level, as performed by the District of Columbia for the process of installing, installing, installing, installing, as

providing any portion of said underground electric power transmission facilities and controlled by it. (b) The provider of such facilities shall be responsible for the protection of the underground electric power transmission facilities from any damage and shall prevent the alteration of grade or use of such facilities which may interfere with such electric and communication facilities. Such facilities may be installed, changed,

[illegible]

ATTORNEY
KENTON JENNINGS CO., INC.
Solicitors for the Plaintiff, who appears
by this motion.

डा. गिरीधर, काशी

[illegible][illegible]

On what we had and what we had during the war.

REPORT CARD OF STUDENT

[illegible][illegible]

WILLIAM J. HARRIS, *University of Maryland, College Park*

Before me, the undersigned, a Notary Public in and for said County and State, on this day, _____ 19____ personally appeared Robert J. Knepper in my presence, to me fully identified the name of the other named in the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

On an order of hand and seal of office the day and year last above written.

Why:

Background:

Summary:

ORDINANCE NO. 797

AN ORDINANCE PARTIALLY CLOSING/VACATING A GENERAL UTILITY EASEMENT WITHIN KENDALWOOD ESTATES ADDITION I, A SUBDIVISION IN THE CITY OF GLENPOOL AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, The Legislature of the State of Oklahoma, by Title 11 O.S. § 42-110, has delegated to the municipal governing body of local municipalities the power, by ordinance, to close to the public use any public way or easement within the municipality whenever deemed necessary or expedient; and

WHEREAS, The City of Glenpool has given written notice of the proposed partial closing/vacating of a certain general utility easement described herein to all abutting property owners, holders of a utility franchise, and any other parties having a special right or privilege to use the described easement at least thirty days prior to passage of this ordinance; and

WHEREAS, No holder of a franchise located within said general utility easement nor any other party having a special right or privilege to use any part of said general utility easement raised any objection to the proposed partial closure within the statutory period for doing so; and

WHEREAS, Partial vacating of the described easement is necessary for use of a permanent residential structure without the conflict of having a permanent easement being located under said permanent structure: and

WHEREAS, City staff have determined that vacating of the described easement shall not affect the right of the City to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service, if any, in the described easement; and

WHEREAS, The City shall retain, unless duly foreclosed by a court of competent jurisdiction, the absolute right by subsequent ordinance to reopen the described easement without expense to the City whenever this Council deems it necessary or upon application of the property owners owning more than one-half in area of the property abutting the described easement; and

WHEREAS, The described partial easement is no longer required for public purposes and its vacating is therefore necessary and expedient.

THEREFORE, BE IT ORDAINED by the City Council for the City of Glenpool, Oklahoma **THAT:**

Section 1.

The City Council of the City of Glenpool, after due investigation and consideration, does hereby close the following described portion of a general utility easement in Kendalwood Estates Addition I, a subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, as shown on the approved plat thereof:

See Exhibits A and B attached hereto and incorporated by reference herein

Subject to the absolute right of the City of Glenpool, by subsequent ordinance, to reopen the described easement without expense to the City whenever the City Council deems it necessary or upon application of the property owners owning more than one-half in area of the property abutting the described partial easement, unless such right is duly foreclosed by a court of competent jurisdiction.

PASSED and APPROVED, by the City Council of the City of Glenpool this **13th day of December 2021**.

Joyce G. Calvert, Mayor

ATTEST:

Wendy Knight, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

Finding that Ordinance No. 797, closing a portion of an general utility easement, is necessary for the preservation of the safety, health and welfare of the City's residents, guests, businesses and properties, declares that an emergency exists and therefore finds that this Ordinance shall be immediately effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Glenpool this ____ day of _____ 2021.

Joyce G. Calvert, Mayor

Attest:

[SEAL]

Wendy Knight, City Clerk

Approved as to form:

Lowell Peterson, City Attorney



To: Mayor and Council

From: Frank Ordaz, Finance Director

Date: December 8, 2021

Re: FY21-22 ARPA Special Purpose Fund

Background:

The City of Glenpool has been designated as a recipient of Coronavirus Local Fiscal Recovery Funds (ARPA Funds) for Non-Entitlements Units of Government in the amount of \$1,216,998.26 for this fiscal year and \$1,216,998.26 in October 2022.

To account for all expenditures in accordance with applicable federal guidelines, the Finance Director recommends the creation of the ARPA Special Purpose Fund in the amount of \$1,216,998.26 for this fiscal year.

Staff Recommendation:

- Staff recommends approval of the creation of the ARPA Special Purpose Fund in the amount of \$1,216,998.26 for this fiscal year.

Attachment:

- Resolution 2021012

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

CITY OF GLENPOOL

RESOLUTION No. 2021012

A RESOLUTION CONCERNING CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR NON-ENTITLEMENT UNITS OF GOVERNMENT (ARPA FUNDS), AUTHORIZING THE ACCEPTANCE OF THE FUNDS, THE APPROPRIATE BUDGET AMENDMENTS, AND THE EXECUTION OF ALL NECESSARY AGREEMENTS AND RELATED DOCUMENTS

WHEREAS, the City has been designated as a recipient Coronavirus Local Fiscal Recovery Funds for Non-Entitlements Units of Government (ARPA Funds), and has been designated as a recipient of the amount of \$1,216,998.26 for this fiscal year and \$1,216,998.26 in October 2022.

WHEREAS, the City will be required to budget said funds and to account for all expenditures in accordance with applicable federal guidelines.

WHEREAS, authorization for the execution of all necessary agreement and related documents will expedite the receipt and expenditure of funds.

WHEREAS, a budget amendment is necessary to properly account for the funds.

WHEREAS, approval of the documents associated with the funds is in the best interest of the citizens of the City.

THEREFORE, BE IT RESOLVED by the City Council of the City of Glenpool as follows:

1. The City approves the creation of the ARPA Special Purpose Fund and a budget amendment in the amount of \$1,216,998.26 for this fiscal year.
2. The City approves acceptance of the ARPA funds and acknowledges all expenditures must be in accordance with all ARPA guidelines and compliance requirements.
3. The City authorizes the City Manager to sign all necessary budget attestations, award terms and conditions, assurances of compliance, reports and all other necessary agreements and related documents related to the award of funds.

This Resolution is approved in open meeting of the City of Glenpool, Oklahoma, on the __ day of _____, 2021.

CITY OF GLENPOOL

MAYOR

ATTEST:

City Clerk

Approved as to Form:

City Attorney



To: Honorable Mayor and Council

From: Frank Ordaz, Finance Director

Date: December 8, 2021

Re: Workers' Compensation Refund

Background:

The City has received notice from the Oklahoma Municipal Assurance Group (OMAG) that due to our favorable claims activity during the 2018-2019 Workers' Compensation Plan Year we are receiving a return of \$20,868.70. As a member of the Standard Plan Group, we are eligible for performance incentive based upon loss ratios. The 2018-2019 loss ratio was 69%, affording us a return in premium dollars.

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

Staff Recommendation:

- Staff recommends approval of Resolution No. 2021013, authorizing OMAG to return \$20,868.70 to the City of Glenpool, and preserve the funds in the safety program designated reserve.

Attachment:

- Resolution 2021013

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 Brabst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

RESOLUTION NO. 2021013

RESOLUTION AUTHORIZING OMAG TO DISTRIBUTE ESCROW FUNDS

WHEREAS, the City of Glenpool participates in the Oklahoma Municipal Assurance Group (OMAG) Standard Plan Group for Workers' Compensation insurance.

WHEREAS, members of the Standard Plan Group are eligible for performance incentives based upon loss ratios.

WHEREAS, the City of Glenpool achieved a 69% ratio for the 2018-2019 Plan Year and is eligible for a return of \$20,868.70 of premiums.

WHEREAS, the City of Glenpool desires to send a request to OMAG for a return of Escrow Account Funds in the amount of \$20,868.70.

NOW, THEREFORE, BE IT RESOLVED BY THE GLENPOOL CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA that we approve Resolution No. 2021013 and authorize the request of return.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF GLENPOOL, this 13th day of December 2021.

Signed:

Joyce Calvert, Mayor

Attest:

Wendy Knight, City Clerk



To: Mayor and Council

From: David Tillotson, City Manager

Date: December 9, 2021

Re: ARPA Fund Use by GUSA

Background:

The Glenpool Utility Services Authority is set to consider Resolution 2021014 at their meeting on December 13th. This Resolution, if passed by GUSA, defines the planning, design and construction of the new sewer plant as a "Project" and then designates its intent to track those costs for possible future reimbursement by the issuance of tax-exempt bonds or notes. The item before you on the City agenda would signify the Council's intent to allow GUSA authority to expend the funds in the ARPA Special Purpose Fund to be used for the Project so long as those expenditures are in accordance with ARPA guidelines and compliance requirements.

This item may not strictly be needed, but staff feels it is best to have a record of the Council's intent since the funds were awarded to the City instead of GUSA. Additionally, despite the resolution's notice that all funds for the Project may be reimbursed, there is no requirement that all the funds **must** be reimbursed. The exact amount of any reimbursement of costs, and the specific costs to be reimbursed, will be determined at a future date by the GUSA Board.

Staff Recommendation:

Staff recommends Council authorize GUSA to spend funds from the ARPA Special Purpose Fund for the purposes set out in GUSA Resolution 2021014 so long as all expenditures are in accordance with ARPA guidelines and compliance requirements.

Attachments:

- Resolution #2021014

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 NO. 2021014

**A RESOLUTION OF THE GLENPOOL UTILITY SERVICES AUTHORITY, A PUBLIC TRUST PURSUANT TO
TITLE 60 OF THE OKLAHOMA STATUTES, DESIGNATING A CAPITAL IMPROVEMENT PROJECT AND
EXPRESSING ITS INTENT TO ISSUETAX EXEMPT BONDS OR NOTES TO REIMBURSE THE COSTS OF THE
PROJECT**

WHEREAS, The Glenpool Utility Services Authority (the "Authority") was created by a Declaration of Trust dated as of June 12, 1967, amended as of January 22, 1972 and March 20, 1984, (the "Trust Indenture"), for the use and benefit of the City of Glenpool, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Section 176 to 180.3 inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has heretofore determined to acquire, construct, equip, operate and/or maintain a new wastewater mechanical plant and other capital improvement projects (the "Project"); including but limited to engineering design and associated studies required by the engineers and/or the Oklahoma Department of Environmental Quality; the purchase of land necessary for the construction of the wastewater plant; construction of the new plant; and decommissioning of the current plant; and

WHEREAS, the Authority has determined to fund certain costs and expenses of the Project with funds available to the Authority and to later issue tax exempt bonds or notes to reimburse the Authority for the expenditure of such funds.

BE IT RESOLVED BY THE TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY:

Section 1. The Authority hereby determines to fund a portion of the Project with funds available to the Authority and hereby intends to reimburse the Authority for such expenditures by the issuance of tax-exempt bonds or notes in the future. This resolution is a resolution constituting a "bond resolution or some other similar official action" toward the issuance of bonds or notes within the meaning of Section 1.103-8(a) (5) and Section 1.103-8T(a)(5) of the Regulations issued by the United States Treasury Department pursuant to the Internal Revenue Code of 1986, as amended, and such resolution constituted the declaration of official intent under the reimbursement regulations promulgated by the Internal Revenue Service on January 30, 1992 (57 Fed. Reg. 3562), as amended.

ADOPTED the 13th day of December 2021.

ATTEST:

Chairman of Trustees

Secretary of Trustees

[SEAL]



To: Mayor and Council

From: David Tillotson, City Manager

Date: November 10, 2021

Re: Fireworks Show

Background:

Staff is moving forward with the plans for our second annual Red, White and Boom Bash. I have attached a contract from Rainbow Fireworks that provides continuous fireworks show of varying types which includes a dramatic finale. The show will last approximately 20 minutes.

We used Rainbow last year for the event and were pleased with their product and presentation. Since we didn't budget for this event at the beginning of the fiscal year, I would also request approval of a budget amendment following this item.

Staff Recommendation:

Staff recommends approval of the proposal from Rainbow Fireworks in the amount of \$15,000.

Attachments:

- Rainbow Fireworks Proposal

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



Jason & Stephanie Ukele
Steve & Peggy Showalter
Dale Ragains, General Manger
76 Plum Avenue Inman, KS 67546

Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 12th day of October, 2021 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and **CITY OF GLENPOOL**, designated herein as the "PURCHASER" of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 25th day of June, 2022.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a **CERTIFICATE OF LIABILITY INSURANCE POLICY** of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of **Fifteen Thousand Dollars and no/100 cents (\$ 15,000.00)**. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of **Seven Thousand Five Hundred Dollars and no/100 cents (\$ 7,500.00)** to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of **Seven Thousand Five Hundred Dollars and no/100 cents (\$7,500.00)** within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If the **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of **Two Thousand Two Hundred Fifty Dollars and no/100 cents (\$ 2,250.00)**. The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2021.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
CITY OF GLENPOOL

By: Dale Ragains
Authorized Agent

By: _____
Authorized Agent



Jason & Stephanie Ukele
Steve & Peggy Showalter
Dale Ragains, General Manger
76 Plum Avenue Inman, KS 67546

Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

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- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of **Fifteen Thousand Dollars and no/100 cents (\$ 15,000.00)**. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of **Seven Thousand Five Hundred Dollars and no/100 cents (\$ 7,500.00)** to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of **Seven Thousand Five Hundred Dollars and no/100 cents (\$7,500.00)** within ten (10) days after the date of the display.

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Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2021.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
CITY OF GLENPOOL

By: Dale Ragains
Authorized Agent

By: _____
Authorized Agent



To: Mayor and Council

From: Frank Ordaz, Finance Director

Date: December 7, 2021

Re: FY21-22 City Budget Amendment – CITY-04

Background:

The attached Budget Amendment, CITY-04, for Fiscal Year 2021-2022 allocates \$15,000 from the general fund balance for the second annual Red, White and Boom Bash fireworks show.

Staff Recommendation:

- Staff recommends approval of Budget Amendment Form CITY-04

Attachments:

- Budget Amendment Form CITY-04

City of Glenpool Budget Amendment

Fiscal Year: 2021-2022
Amendment No. CITY 04
Date Requested: 7-Dec-21

REVENUE			EXPENSES			
Fund	Account Number	Acct Name	Increase/(Decrease)	New Budget Amount	Fund	Account Number
01	01-5-00-5409	TRANSFER FROM FUND BALANCE	\$ 15,000	\$ 384,801.25	01	01-6-01-6202
Total:			\$ 15,000.00		Total:	
					\$ 15,000.00	

Notes: Funding in the amount of \$15,000 for the second annual Red, White and Boom Bash fireworks show is transferred from the General Fund Fund Balance.

Approved by the City of Glenpool:

Mayor _____ Date _____



To: Honorable Mayor and Council

From: Frank Ordaz, Finance Director

Date: December 8, 2021

Re: Budget Process Management Software

Background:

City management is committed to increasing financial transparency and maximizing staff time by streamlining processes. Because the city's budgeting process is manual, it takes a significant amount of staff time. To streamline this process and increase financial transparency, staff is recommending ClearGov®, the leading provider of Budget Cycle Management software, which is focused on helping local governments streamline the annual budgeting process by automating workflows, increasing staff collaboration, centralizing data and increasing transparency for residents. Another key feature is the ability to publish a digital budget book online and print hard-copies, if necessary.

Through negotiation, ClearGov has agreed to waive the one-time set up fee of \$9,000 and offered a \$20,600 discount from the annual subscription fee, a total of \$29,600 in savings. In addition, ClearGov agreed to prorate the subscription fee for this fiscal year. This prorated subscription fee of \$11,458.33 can be funded with budgeted funds through a budget transfer from the computers account to the contract services account in the General Fund. During the initial service period from July 1, 2022 to June 30, 2025 the annual subscription fee of \$25,000 is fixed and an annual 3% rate increase is effective starting in July 1, 2025 which can be funded by repurposing existing funding. The Service Order can be terminated by providing written notice at least sixty days prior to the end of the then current annual term.

Staff Recommendation:

- Staff recommends approval of a Service Order with ClearGov in the amount of \$11,458.33 for this fiscal year, pending the review of the City Attorney and authorizing the City Manager to sign it.

Attachment:

- ClearGov Service Order and Service Agreement
- ClearGov Proposal

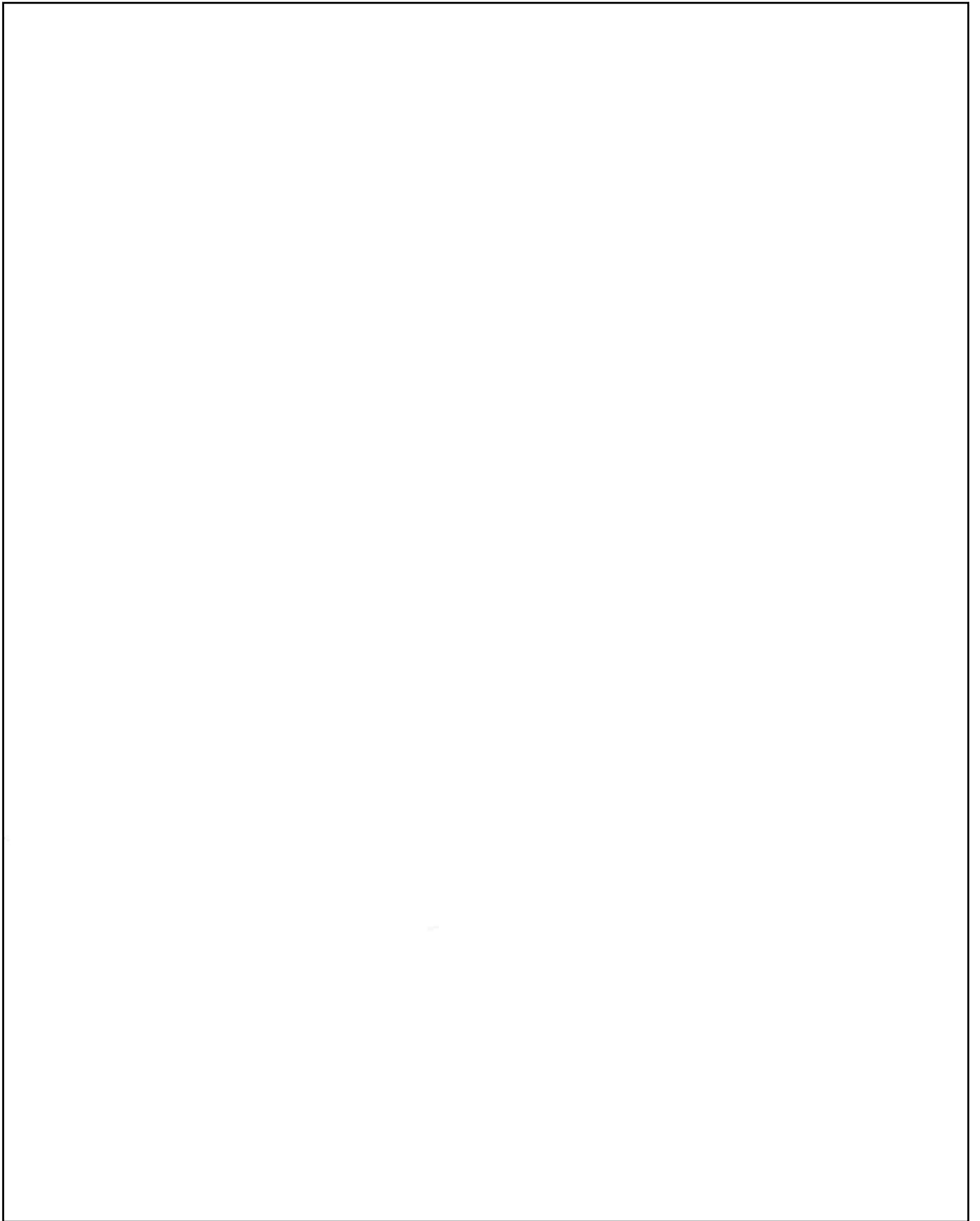
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

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

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

www.glenpoolonline.com





2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Michael Lanza
Contact Phone	(617) 816-7726
Contact Email	mlanza@cleargov.com

Order Date	Dec 1, 2021
Order valid if signed by	Dec 24, 2021

Customer Information					
Customer	City of Glenpool	Contact	Frank Ordaz	Billing Contact	
Address	12205 S Yukon Avenue	Title	Finance Director	Title	
City, St, Zip	Glenpool, OK 74033	Email	fordaz@cityofglenpool.com	Email	
Phone	918-322-5409			PO # (If any)	

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jan 15, 2022	\$ 11,458.33	5 1/2 Month Pro-Rata Subscription Fee
Jul 1, 2022	\$ 25,000.00	Annual Subscription Fee
Jul 1, 2023	\$ 25,000.00	Annual Subscription Fee
Jul 1, 2024	\$ 25,000.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jan 1, 2022	Jan 1, 2022	ClearGov Setup Services
Pro-Rata	Jan 1, 2022	Jun 30, 2022	ClearGov Subscription Services
Initial	Jul 1, 2022	Jun 30, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.		Tier 2
Onboarding Discount: WAIVED customer value add		Tier 2
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services		Tier
ClearGov Operational Budgeting - Civic Edition		Tier 2
ClearGov Personnel Budgeting - Civic Edition		Tier 2
ClearGov Capital Budgeting - Civic Edition		Tier 2
ClearGov Digital Budget Book - Civic Edition		Tier 2
ClearGov Transparency - Civic Edition		Tier 2
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.		Tier 2
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 25,000.00
Billing Terms and Conditions		
Valid Until	Dec 24, 2021	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.

Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	David Tillotson
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

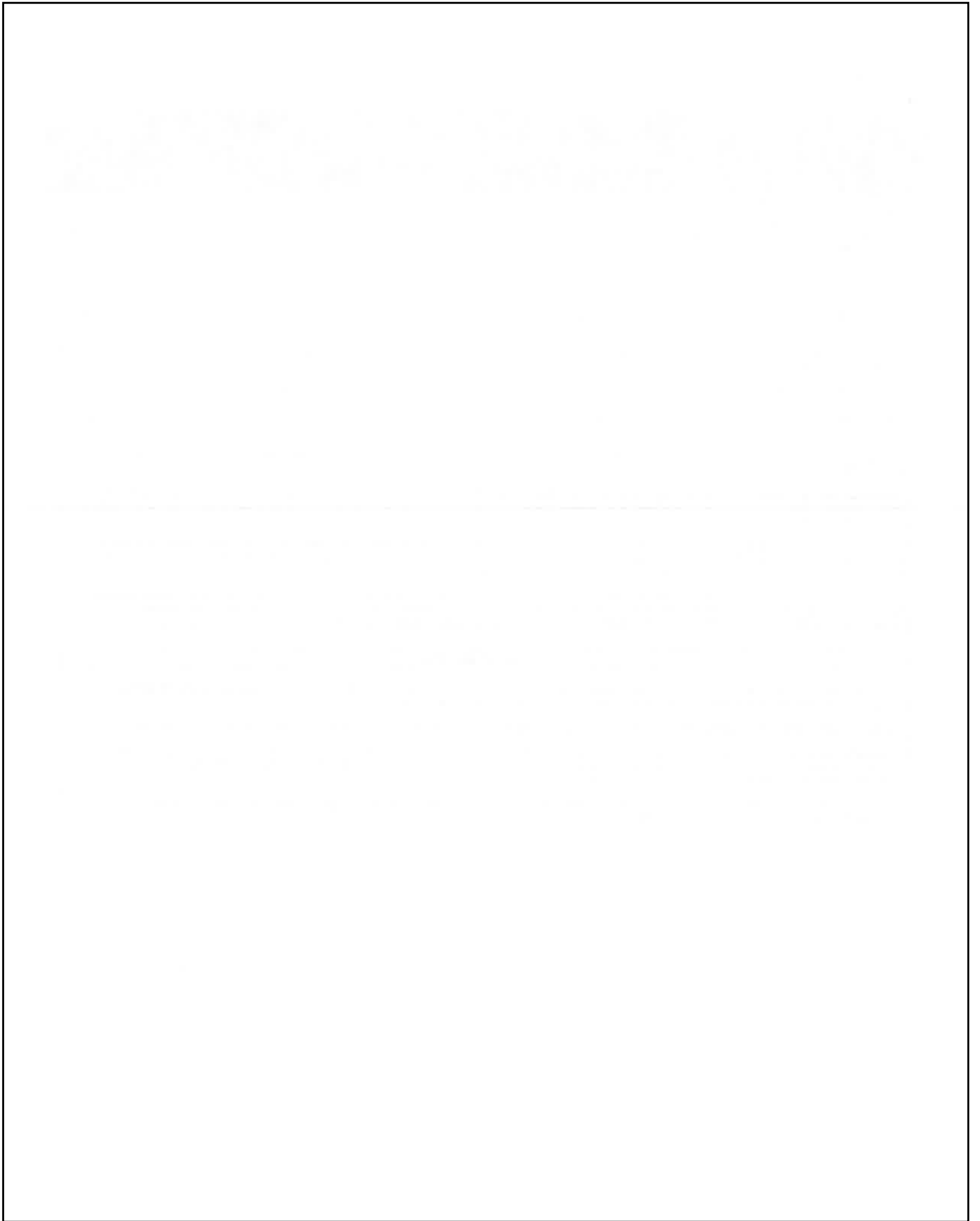
This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.





ClearGov Service Agreement

This ClearGov Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("ClearGov"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**").

WHEREAS, ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov Apps and provides various features and functionality via such ClearGov Apps; and

WHEREAS, Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov Apps;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means a registered user access point for the ClearGov Service.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to:
 - a) Capital Budgeting: An application that enables capital requests, budgeting and planning and the public display of capital project pages;
 - b) Digital Budget Book: An application that enables the development and public delivery of an online, digital budget presentation.
 - c) Operational Budgeting: An application that enables fiscal budgeting, forecasting and benchmarking;
 - d) Personnel Budgeting: An application that enables that personnel budgeting and planning;
 - e) Transparency: An application that enables the development and public delivery of fiscal budget information, transparency widgets, limited project pages and departmental dashboards.All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following

URL: <http://www.ClearGov.com> and/or any successor site(s).

- 1.7) "**Customer Budget Book .PDF**" means one or more .PDF files of Customer's annual budget book created by customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer pursuant to this Agreement. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own as well as any third-party use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
 - b) Either Party may terminate this Agreement if the other

- Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
- Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
 - Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer Budget Book .PDF(s). Customer shall be solely responsible hosting and delivering such Customer Budget Book .PDF(s) as well as any ongoing costs for doing so.
 - Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees;
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership; License and Sensitive Data.**
- Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
 - Customer represents and warrants that the Customer Data provided by Customer to ClearGov shall NOT include

data that may reasonably be deemed sensitive and/or personal in nature ("**Sensitive Data**"), including but not limited to personal wage garnishments, individual healthcare-related expenses, etc. In the event that Customer Data includes such Sensitive Data, Customer shall assume full responsibility for the disclosure of such Sensitive Data and shall hold harmless and defend ClearGov against any cost, loss or expense resulting from any claims by third parties for loss, damage or injury arising out of or relating to the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify that all Sensitive Data has been excluded from the Customer Data.

- Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the ClearGov Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover any source code or trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds

all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) **By Both.** ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate any laws, regulations or third party contracts.
- 6.3) **Indemnification by ClearGov.** At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such claim, suit or action. Customer shall cooperate as fully as reasonably required in the defense of any claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any claim, action or demand without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.4) **Disclaimer.** THE CLEARGOV SERVICE, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLEARGOV PROVIDES NO WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.
- 6.5) **Limitation of Liability.** NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.3; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN

THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.6) **Essential Element.** The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) **General.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties

hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

- 8.2) **Entire Agreement.** This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) **Assignment.** Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) **Marketing Materials.** Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) **Insurance.** ClearGov shall maintain commercial general liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) **No Boycott of Israel.** ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) **Jurisdiction.** This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- 8.8) **Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented or interfered with by

reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

- 8.9) **Notices.** All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or email receipt or fax confirmation.
- 8.10) **Titles & Subtitles.** The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

Software Proposal

PREPARED ON

12/1/2021

PREPARED FOR

Frank Ordaz
Finance Director
City of Glenpool

PREPARED BY

Michael Lanza
ClearGov, Inc.
mlanza@cleargov.com
(617) 816-7726



ClearGov Mission



OUR MISSION

**We Create Easy-to-Use Software
to Help Governments Budget Better**



12/1/2021

Frank Ordaz
Finance Director
City of Glenpool
12205 S Yukon Avenue
Glenpool, OK 74033

Dear Frank,

Per our discussions, I am pleased to provide you and your team at Glenpool with the attached software proposal for your consideration

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Glenpool.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you,

Sincerely yours,

Michael Lanza
ClearGov, Inc.
mlanza@cleargov.com
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Executive Summary

Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that every local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Glenpool and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting and forecasting tool that is specifically tailored to the needs of local governments
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Automatically generates long-term forecasts
- Streamlines the entire budget-building process

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests
- Includes a robust capital improvement portal to communicate projects internally and externally

ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community

- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$9,000
Setup Bundle Discount:	(\$3,600)
Setup Discount: If signed by 12/31/2021	(\$5,400)
Total Setup Service Fees	\$0
Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$12,100
ClearGov Personnel Budgeting	\$12,100
ClearGov Capital Budgeting	\$7,400
ClearGov Digital Budget Book	\$7,400
ClearGov Transparency	\$6,600
Bundle Discount	(\$20,600)
Total Annual Subscription Service Fees	\$25,000

See the Investment Section below for full details on setup fees and annual subscriptions.

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a straightforward process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support. A ClearGov Data Onboarding Consultant will facilitate the onboarding of your data with the ClearGov platform. They will work side-by-side with key members of your team to get you up and running as quickly as possible.

Data Onboarding Scope of Work

- ClearGov will handle importing, onboarding, and mapping of your financial data. In short, we'll take your raw revenue and expenditure information, format it, and upload it to the ClearGov platform so it is consistent with your chart of accounts. The only thing you have to do is supply the data, which generally involves running a few simple reports from your existing accounting system and review/confirm the results. We'll walk you through the process.

Onboarding Process & Timeline

- See below for a step-by-step review of our process, which we have successfully deployed with hundreds of local government customers. The heavy lifting is on us, and you should only need to spend a few hours here and there over the course of a handful of weeks, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Training and Support

- ClearGov provides all the training and support you need throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Glenpool, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Glenpool into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.



Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



CLEAR AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives Local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



CONNECTED

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



COLLABORATIVE

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



COST EFFECTIVE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.



Operational Budgeting

Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting and forecasting and benchmarking modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



[Watch a 5 minute micro-demo here](#)

- ✓ Budget Dashboard
- ✓ AI Driven Forecasting
- ✓ Automated Audit Trail
- ✓ Budget to Actuals Charts
- ✓ Unlimited Budgets
- ✓ Departmental Collaboration
- ✓ Centralized Communication
- ✓ Integrated Report Builder
- ✓ Peer Benchmarking
- ✓ And more...



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

Brandon Neish
Finance Director
City of Sweet Home, OR
Population 10,000



Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.



- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.



Forecasting

With ClearGov's sophisticated yet easy-to-use Forecasting tool, you can generate AI-driven budget forecasts for up to ten years forward. The more historical data you provide the more accurate your forecast will be.



- **Create unlimited forecasts:** Create projections for every year or every fund. And, create multiple what-if scenarios.
- **Customize your forecast:** Easily override forecast figures. All changes automatically roll up to the parent categories.
- **Generate a baseline budget:** Generate a quick, one-click revenue and/or expense forecast to use as a baseline to build next year's budget.



Benchmarking

The ClearGov Benchmarking module lets you compare any budget category against a relevant set of peer communities — not just ClearGov clients, but everyone in your state — to help drive better budgeting decisions and outcomes.

- **Peer groups:** Instantly create side-by-side spending and funding comparisons vs. relevant peers based on size, area, average income, and other criteria.
- **Dynamic graphs:** Easily visualize metrics to identify opportunities to be more efficient with your spend.



Why does Glenpool need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.
- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- **Make better budgeting decisions:** ClearGov's dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.
- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.
- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

Personnel Budgeting

Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.



[Watch a 5 minute micro-demo here](#)

- ✓ Personnel Dashboard
- ✓ Position Request Manager
- ✓ Vacancy Planning
- ✓ Unlimited Scenario Planning
- ✓ Union Negotiation Planning
- ✓ Multi-year Position Budgeting
- ✓ Integrated Report Builder
- ✓ And more...



"ClearGov delivers exactly what they promise. The ClearGov solution helps us communicate our budget and key metrics in a way that everyone understands. Their solution is elegant, affordable, simple to use and saves us a bunch of time."

Ivy Adams
Budget Analyst
Henry County, GA
Population 234,001



Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture personnel requests and reclassifications in a digital format and automatically incorporate these changes into your personnel planning model.

- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.
- **Requests Management:** Stop using paper or Excel request forms. Enable department heads to submit requests, and all data is automatically captured within your personnel plan.
- **Customize your form(s):** ClearGov Personnel Budgeting enables you to easily create custom web-based personnel request forms. Create multiple forms to handle any type of personnel requests, including vacancies and furloughs.



Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.



- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- **Scenario Planning:** Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.



Personnel Dashboard

ClearGov Personnel Budgeting roles up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.



Why does Glenpool need this?

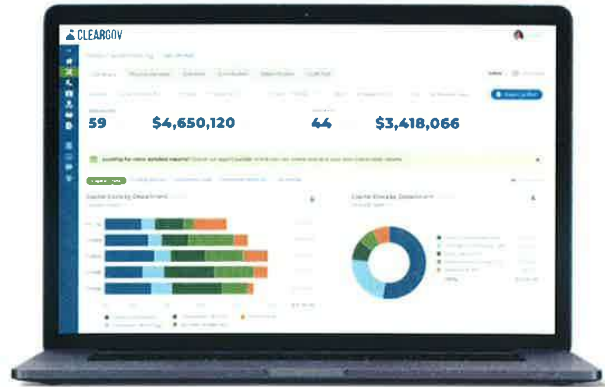
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

Capital Budgeting

Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



[Watch a 7 minute micro-demo here](#)

- ✓ Capital Plan Dashboard
- ✓ Plan Manager Planning
- ✓ Capital Request Manager
- ✓ Capital Improvement Website
- ✓ Request Scoring & Ranking
- ✓ Integrated Report Builder
- ✓ Unlimited Scenario Planning
- ✓ And more...



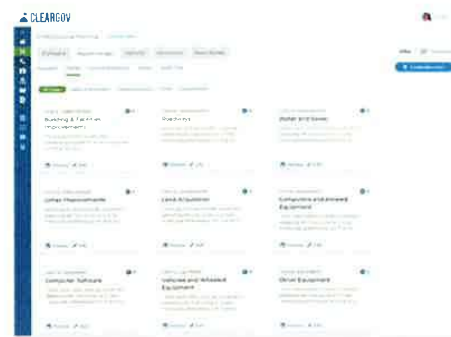
"The Capital Requests feature is very straightforward to use and department heads required no training to start using the software. It took just 5-10 minutes to create the custom forms, and it's nice to not have to worry about locking Excel sheets and consolidating requests. Department heads simply login and fill them out, and the requests automatically route to the software!"

Matthew Hamby
CIPF, Deputy Chief Financial Officer
Gainesville, GA
Population: 18,000



Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.



- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.



Capital Planning

All capital request data is automatically integrated into the Capital Planning functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Capital Planning makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

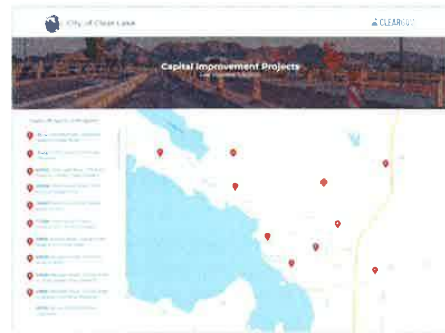


- **Scenario Planning:** Easily create and analyze multiple scenario plans to propose and optimize your capital budget - both near and long term.
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.



Capital Projects Portal

Communicate your capital projects to internal and external stakeholders more effectively via a shareable, dynamic, map-based portal. All capital requests are automatically converted into detailed Project Pages that can be supplemented with project timelines, planning documents, pictures and additional content. Publish an unlimited number of Project Pages within your Capital Improvement Portal.



- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Capital Improvement Portal can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.

Why does Glenpool need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

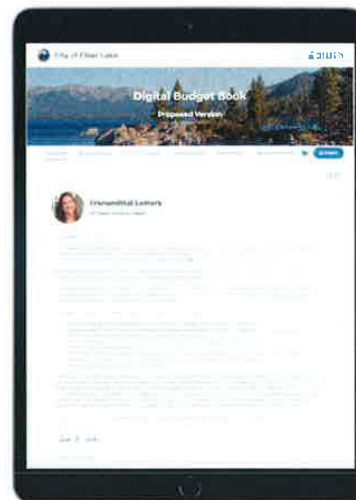
Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

[Watch a 5 minute micro-demo here](#)



- ✓ Automated Fund Summaries
- ✓ Department Specific Pages
- ✓ Collaborate and Customize
- ✓ Built-in GFOA Best Practices
- ✓ Capital Improvements Inclusion
- ✓ Automatic Data Updates
- ✓ Automated Workflows
- ✓ And more...



"The ClearGov Digital Budget Book software enabled the City staff of Monte Sereno to turn an ordinary, plain text budget document into a dynamic 3-dimensional annual report. Our City Council was extremely pleased and complimentary of the presentation. The staff at ClearGov were outstanding in their efforts to help us deliver the budget on time and in great form."

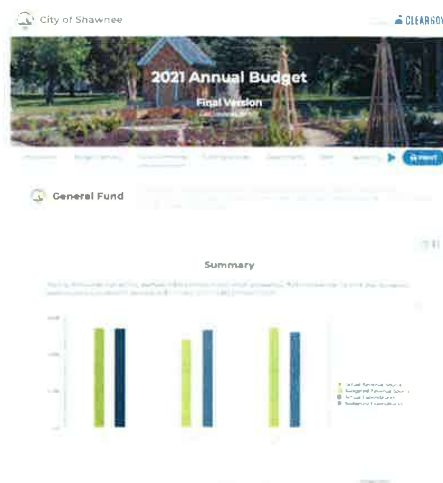
Steven Leonardis
City Manager
Monte Sereno, CA



Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

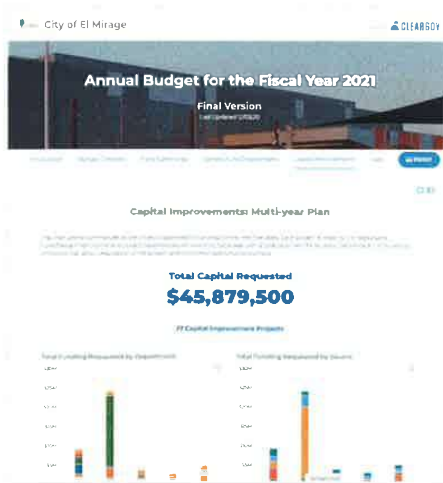
- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet CJOA best practices



Capital Improvements Inclusion

Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

- **Automate your workflow:** Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.
- **Publish to your budget book:** Automatically add annual and multi-year capital improvement plans directly into your digital budget book.



Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

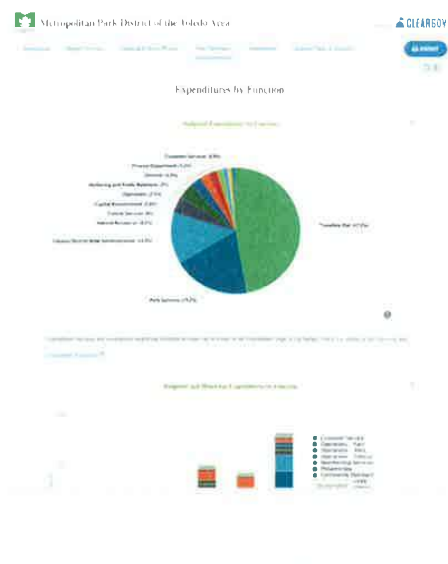
- [Shawnee, KS Digital Budget Book](#)
- [Sweet Home, OR Digital Budget Book](#)
- [Yuma County, AZ Digital Budget Book](#)
- [Lago Vista, TX Digital Budget Book](#)



Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.



Why does Glenpool need this?

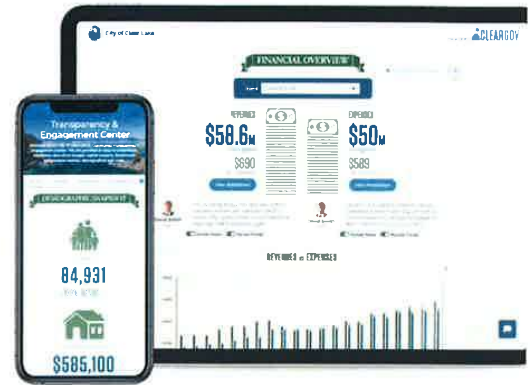
- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

Transparency

Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.



[Watch a 5 minute micro-demo here](#)

- ✓ Fiscal Transparency
- ✓ Department Dashboards
- ✓ Peer Comparison
- ✓ Custom Chart Builder
- ✓ Open Checkbook
- ✓ Performance Metrics
- ✓ Easy-to-Understand Infographics
- ✓ And more...



"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."

John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580



Financial Transparency

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

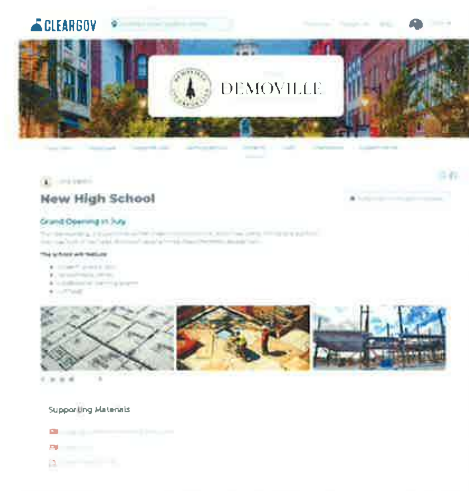
- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.
- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.
- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.
- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.



Capital Project Communications

Utilize the free **Capital Projects Module** to add up to **five free custom Project Pages** as part of your transparency profile. Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.
- **Share images:** Bring your project's story to life by posting photos and architectural renderings.
- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.
- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.





Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.
- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.
- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.



Why does Glenpool need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.
- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.
- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.
- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.
- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.



Investment

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - Full activation and setup; Data onboarding; Client training	\$9,000
Setup Bundle Discount:	(\$3,600)
Setup Discount: If signed by 12/31/2021	(\$5,400)
Total Setup Service Fees	\$0

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	\$12,100
ClearGov Personnel Budgeting	\$12,100
ClearGov Capital Budgeting	\$7,400
ClearGov Digital Budget Book	\$7,400
ClearGov Transparency	\$6,600
ClearGov Capital Budgeting Lite	No Charge
Bundle Discount	(\$20,600)
Total Annual Subscription Service Fees	\$25,000



Product Scope

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables Glenpool team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
Create Forecasts: Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
Create Budgets: Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
Export Budgets to ERP: Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file



ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables Glenpool team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Personnel Request Forms: Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
Personnel Data Import: Import personnel and position data into your personnel plan.	Unlimited positions and personnel
Personnel Scenario Planning: Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning



ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables Glenpool team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to

use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Capital Request Forms: Create forms for your contributors to submit capital requests.	Unlimited capital request forms
Capital Request Imports: Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
Capital Scenario Planning: Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning
Capital Improvement Portal: Using ClearGov's easy to learn and intuitive toolset, you can convert any capital requests into a detailed Project Pages and publish via a custom Capital Improvement Portal to communicate status, milestones, timeline, budget and updates to your constituents.	Unlimited Project Pages



ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Glenpool team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables Glenpool team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
Project Pages: Using ClearGov's free Capital Projects Module and easy to learn and intuitive toolset, you can create Project Pages to communicate status, milestones, timeline, budget and updates	Up to five Project Pages

to your constituents.	
Department Dashboards: Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
Transparency Profile Launch: Promote your transparency profile to residents through a press release, your website and social media.	ClearGov provides a release template and a customer banner for your Website.
Data Updates: You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.



Project Management

ClearGov offers robust solutions that are straightforward to set up and operate - especially compared to typical gov-tech software. We understand that most local governments are pressed for resources, so we have designed an onboarding process that places the heavy lifting on ClearGov. This section outlines the key project management roles and responsibilities.



"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Partnership Overview

The onboarding and ongoing use of the ClearGov platform is a shared responsibility between ClearGov and Glenpool. While we have designed our processes to minimize complexity and put most of the work on our team of ClearGov experts, you play a very important part. ClearGov relies on you to send us the financial data that fuels our applications and to partner with us to make sure that data is presented exactly the way you'd like. While ClearGov has expertise on data science and municipal finance, you are the expert on the details of your data, and you have a unique perspective on the expectations and preferences of your key constituents.

Below is a list of key roles & responsibilities involved to ensure a smooth and expeditious onboarding process and a long-term return on your investment.

ClearGov Roles & Responsibilities

Role	Responsibilities
Client Success Manager (CSM)	• Your go-to person at ClearGov for activation, onboarding and more. • Activates account & product subscriptions. • The person to whom you should send all your data files. • With your input, develops and executes the onboarding plan and timeline. • Coordinates ClearGov resources to deliver the Scope of Work deliverables. • Monitors progress to ensure a timely and efficient launch. • Tracks, communicates, and expediently resolves all issues. • Communicates the availability of training and learning resources. • Answers questions and consults on best practices. • Generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.
Data Onboarding Consultant	• Reviews the financial data files you send to ClearGov and, if needed, follows up with you regarding missing information or clarifying questions.

(DOC)	• Formats, uploads & maps (i.e. categorizes) initial set of financial data. • Leads Data Review calls and presents your data categorization. • Updates data mapping per your requests. • Uploads additional data supplied by you - either on an adhoc or regular basis (monthly, quarterly or annually).
Training Specialist	• Delivers regularly scheduled training webinars. • Develops pre-recorded videos, information sheets and Support Center articles. • Designs and delivers customized remote training sessions if needed.
Support Team	• A resource for end-users (e.g. contributors, requesters, reviewers) to get "how-to" questions answered. • An alternative resource for Admin users if your Client Success Manager is unavailable. • Can be reached via email: support@cleargov.com. • Available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Glenpool Roles & Responsibilities

Role	Responsibilities
Primary Contact	• Primary communication point with the ClearGov Client Success Manager. • Delivers the "Client Task" items (listed in the Scope of Work) in a timely manner. • Answers or coordinates answers to questions from ClearGov on a variety of topics (financial data, training, invoice payments) within 3 business days. • Schedules and attends meetings with Client Success Manager and ensures all individuals that need to participate attend.
Financial Data Exporter	• Exports financial data and account number key from your accounting or ERP system and emails to Client Success Manager.
Financial Data Reviewer	• Reviews financial data after it has been uploaded and categorized in ClearGov. • Provides feedback on financial data categorization and accuracy. • Approves launch of financial data.
Executive Sponsor	• Ensures everyone understands the goals of using ClearGov's solutions. • Identifies and assigns resources to complete onboarding in a timely manner. • Serves as an escalation point if onboarding is not progressing or issues need to be resolved.
Admin User	• Has full permission to all ClearGov application functionality included with ClearGov subscription. (NOTE: ClearGov offers an unlimited number of Admin Users.) • Creates user accounts.
End User	• Has permission to specific ClearGov functionality consistent with the role. (NOTE: ClearGov offers an unlimited number of End Users.) • Typically is a department head, committee member or other reviewer.

Onboarding

The ClearGov onboarding process is designed to minimize complexity and resources required on your end. Formatting, uploading and categorizing your financial data requires the most effort and that task is completed by ClearGov. However, before we can begin working with your data, we need you to send it to us. And once we have it, we will need you to answer questions and review the final output to ensure that it meets your needs. The tables below outline the onboarding process, including the few actions that are your responsibility.

Onboarding Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Account Activation: Create Client account and activate on start date specified in service order.	Access begins on service start date.	✓	
Project Management: Develop onboarding plan & timeline, coordinate ClearGov Client Success team, communicate status.	ClearGov CSM will oversee all project management.	✓	
Create User Logins: Admin Users can create End User logins, as well as additional Admin Users, and set permission/access levels. ClearGov will create the first Admin User; Client creates additional.	Unlimited Admin User and End User logins.	✓ Shared	
Data Export: Export revenue expense detail and account number structure from ERP/ accounting system. (See Data Requirements section for more details.)	3 to 20 years of data <i>ClearGov will provide detailed instructions</i>		✓
Data Onboard: ClearGov DOC will format, upload and categorize your financial data, based on files provided by you.	3 to 20 years of data, as provided by Client	✓	
Data Review: Review imported data for accuracy and to confirm that categorization supports your budget process. Provide change requests and approve when complete.	Timely review and feedback on onboarded data.		✓

Data Onboarding Requirements

ClearGov's Data Onboarding process is focused on getting your most complex data up and running on the ClearGov platform quickly and correctly. In a nutshell, this means your financial/budget data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your CSM will let you know what is available based on the accounting/ERP system you use. Your CSM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

The table below outlines the data that ClearGov will onboard for you to get your solution up and running. We will, of course, need you to send us this data, and ClearGov will do the heavy lifting to set it up to meet your needs in our platform. The ClearGov platform also provides automated workflow tools

that make it straightforward to add additional data and content, such as capital/personnel requests, budget book narrative, position data, etc. on an ongoing basis.

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	✓	✓	✓	N/A
Personnel Budgeting	✓	N/A	N/A	N/A
Capital Budgeting	✓	N/A	N/A	N/A
Digital Budget Book	✓	✓	✓	N/A
Transparency	✓	✓	✓	✓

Data Onboarding Detail

Actual Revenues & Expenditures

- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures

- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)

- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)

- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?

In short, it depends on which product(s) you plan to use:

- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are

building your next budget, NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.

- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Should provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

Onboarding Process & Timeline

The following outlines a typical onboarding process and expected timelines - your ClearGov CSM will work with you to develop an onboarding plan that works for you.

Timeline Summary



Timeline Details

In the interest of full transparency, the complete data onboarding process can take a handful of weeks, depending on these key factors:

- The format of your data, i.e. the more structured your data the better
- The volume and complexity of your data
- ClearGov's current data onboarding backlog*
- How quickly you are able to send us your data and review/approve the results

The details are explained in the steps below, and the good news is the heavy lifting is all on ClearGov. In fact, during the entire onboarding process, **you should only need to spend a few hours here and there** to export, review and approve your data and attend some initial training. As you will see in the notes below, the most common delay to the process is coordinating schedules, so having a good calendar organizer on your end is the best way to optimize the process. **PLEASE NOTE:** Each step indicates the actions that Glenpool needs to complete, and the expected effort required.

Step 1: Account Activation

When	• Occurs within one business day of your signed ClearGov Service Order.
Who	• ClearGov CSM is responsible for Account Activation
What	• ClearGov will create the initial Admin User login and schedule the activation of your subscriptions, based on the Service Start Date. • Your ClearGov CSM will contact you to provide an introduction and schedule the Kick-Off call (See Step 3). • As of your Service Start Date, you will have full access to the solutions included with your subscription and can immediately begin working with the features that do not require data onboarding, e.g. creating Project Pages; Department Dashboards; or Capital Request Forms; Custom Charts; Budget Book narrative pages; etc.

Step 2: Data Export

When	• As soon as possible after the Service Order has been signed.
Who	• ClearGov CSM will provide a data requirements document. • Client (Financial Data Exporter) is responsible for exporting data from your accounting system/ERP and sending the file(s) to ClearGov.
What	• The data export process is usually fairly straight forward, depending upon which accounting system/ERP you are using. At this point, ClearGov has worked with just about all of them, so we may be able to provide tips and/or specific instructions. • Effort: Generally speaking, this requires <30 minutes of effort.
Tips	• NOTE: Although this can (and should) be a very quick step (minimal effort, as you can see), we sometimes encounter delays if the person responsible for data export is unavailable or uninformed about their role. Please note that the data onboarding process clearly cannot begin, until ClearGov receives the data and gets it into our queue. So, any delay at this step causes further delay down the line.

Step 3: Kick-Off Meeting

When	• As soon as possible after the Service Order has been signed, ideally within 1 week.
Who	• ClearGov CSM will schedule the Kick-Off meeting (to be held via conference call) • Client: Recommended to have all key parties involved in this Kick-Off call, especially the Primary Contact; Data Exporter; Data Reviewer; and Executive Sponsor.
What	• Your CSM will review onboarding steps, deliverables and timelines. Your CSM will also review the Data Requirements document and answer questions. If you have already sent data files prior to the call, we may ask clarifying questions about your data. • Effort: Kick-Off calls generally last about 30 minutes.
Tips	• NOTE: The biggest challenge we typically face with the Kick-Off meeting is simply coordinating schedules. Ideally, we would like to have one person on the client side who is responsible for coordinating calendars, even if that person is not directly involved in the project, such as an Admin Assistant. Again, any delay at this stage has a trickle down effect on the rest of the schedule.

Step 4: Data Onboarding

When	• Generally takes about 2 - 3 weeks from when ClearGov receives your data.
Who	• ClearGov Client Success Team is responsible for onboarding and mapping of your data onto the ClearGov Platform.
What	• During this step, a ClearGov DOC will onboard your data into the ClearGov platform and map it into a structure that is consistent with the chart of accounts you provide. You will have a chance to review and approve the data mapping in the next step.
Tips	• NOTE: The data onboarding time varies based on the format, volume and complexity of your data as well as the current queue of Client activations.

Step 5: Data Review and Approval

When	• Generally takes about a week after the data has been onboarded, primarily due to coordinating schedules for a data review call.
Who	• ClearGov DOC is responsible for presenting the mapped data. • Client (Data Reviewer) is responsible for reviewing the mapped data and specifying changes, as needed.
What	• In most instances, there is an Initial Data Review call (via video conference) followed by 1 or 2 follow up calls/emails, depending upon the complexity of the data and the number of changes/iterations requested. • Once the data has been approved, ClearGov will launch your data within the ClearGov platform and make it accessible to all applications included in your subscription • Effort: The Initial Data Review call generally requires about 20 - 30 minutes, and follow up calls, if necessary, tend to clock in around 10 - 20 minutes each.
Tips	• NOTE: Similar to the Kick-Off, the biggest challenge at this stage is simply coordinating calendars. We will do everything in our power to make ourselves available at your convenience, and simply ask that you schedule and commit to the review meetings as quickly as possible.

Step 6: User Training

When	• Technically, training can occur at any time once the Service Order is signed. However, ClearGov recommends that training should happen right around the time that your data is onboarded, or very shortly thereafter.
Who	• ClearGov CSM will make sure that you are aware of all training options. • ClearGov Training Specialist will deliver training sessions, as scheduled. • Client: Recommended to have all Admin and End Users participate in training sessions.
What	• All users may attend as many group training sessions as they wish and have unlimited access to pre-recorded videos, information sheets and Support Center articles. • If needed, ClearGov will design and deliver a customized remote training session - via video conference. • Effort: Depending upon which ClearGov Suites are included in your subscription, training sessions usually run 45 - 90 minutes.
Tips	• NOTE: Full access to training and learning materials is provided upon Account Activation in Step 1.

IMPORTANT: Launch Deadline Communication

If you have a critical deadline, please inform your Market Development Executive and/or your Client Success Manager. They will let you know if we can meet that deadline and what will be required to complete onboarding by that date.

*IMPORTANT: ClearGov Backlog Summary

Due to a recent spike in demand for ClearGov's solutions, we are in a **temporary backlog situation** with respect to our Data Onboarding process. We want to ensure that we are setting - and delivering on - proper expectations, so we have created a [Data Onboarding Schedule](#) site that provides an up-to-date summary of the current data onboarding backlog. We will onboard ClearGov customers on a first-come, first-served basis, based on the signature date of their Service Order. Please see the [Data Onboarding Schedule](#) site for more details and specific dates.



Training and Support

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices to help you ramp quickly.



"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Training - Scope of Work

Service/Description	In Scope	ClearGov Task	Client Task
Admin User (Editor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. Your ClearGov CSM will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One 30 - 60 minute customized training session available upon request which can be recorded for future viewing.	✓	
End User (Contributor) Training: Training is delivered via webinars, video tutorials, information sheets and Support Center articles. ClearGov's Support Team will answer questions and provide advice as needed.	Unlimited access to all ClearGov training materials and group training sessions. One 30 - 60 minute customized training session available upon request which can be recorded for future viewing.	✓	

Training Webinars

ClearGov delivers regularly scheduled training webinars for our Budgeting and Digital Budget Book solution. They typically last 30 to 45 minutes and questions from attendees are encouraged. Your CSM will provide you with instructions on how to register.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Customized Training

Customized training sessions are available upon request and are tailored to your specific needs. A member of our training team will work with you to schedule a time that fits your calendar. ClearGov uses modern web conferencing services to conduct live training sessions and webinars remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.

Client Success Manager

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process. Your CSM will also be your primary point of contact after onboarding for all ongoing data updates, questions and issue resolution.

Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response. You will also be provided an escalation path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution. CSMs are generally available 9:00AM to 5:00PM Eastern, Monday through Friday (excluding holidays). Your CSM will inform you of his / her specific availability.

ClearGov Support Team

ClearGov's support team is a resource for End Users (e.g. department heads, reviewers) to get "how-to" questions answered. Support is also an alternative resource for Admin Users if your Client Success Manager is unavailable. The ClearGov Support Team can be reached by sending an email to support@cleargov.com.

Our Support Team is committed to responding to all inquiries within **one business day**, and in most cases, you will receive a same-day response. Support is available 9:00AM to 6:00PM Eastern, Monday through Friday (excluding holidays).

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) through our Support Center or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.



Security Overview

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications. Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code.
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

You can learn more about AWS data centers and security measures via the following link:

- <https://aws.amazon.com/security/?hp=title>

General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly) , which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?

- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

Q: Can ClearGov help us communicate our finances internally?

- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?

- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: <https://aws.amazon.com/security/?hp=title>. See Security Overview section above for more details.

Q: Are there any accounting systems that are not compatible with ClearGov?

- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Q: Does the ClearGov platform support single sign-on functionality?

- A: Yes, ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

Operational Budgeting Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

- A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Operational Budgeting into my ERP system?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Capital Budgeting Questions

Q: Are requests from the prior year carried over when you create a new budget?

- A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

Q: Can we import prior year's requests?

- A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can download a template based on your request type. You simply add your requests to the template and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the process.

Q: Can we export the final Capital Budget that we create?

- A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report Builder serves up a handful of pre-built, common reports to streamline your reporting process, or you can create your own reports to export. Exported data can be uploaded to your ERP or accounting system.

Personnel Budgeting Questions

Q: We have a lot of employees, can we upload their data in bulk?

- A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that reflects the custom fields you set up for additional pay types and benefits. You can download this template and then use it to bulk import employees.

Q: Can we export the final Personnel Budget that we create?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Transparency Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
 1. ClearGov looks for municipalities with similar populations.
 2. ClearGov looks for municipalities with similar median home values as determined by census data.
 3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.
 4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.

- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting “community activists”?

- A: It seems that every municipality has a small population of what we call “CAVE People” (**Citizens Against Virtually Everything**), and unfortunately, we don’t have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.



"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

RE: ACCEPTANCE OF PUBLIC STREET RIGHT-OF-WAY DEDICATION

DATE: DECEMBER 13, 2021

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance a Deed of Dedication received from Mr. Ricky D. Hunter covering a portion of property described in the attached Survey Exhibit made a part of the Dedication. Generally, the Deed of Dedication conveys approximately 0.17 acres of private property to the City of Glenpool and describes such tract as being 43.00' in width and 175.00' in length located along the north side of East 147th Street. This right-of-way dedication was a condition of approval for a lot-split application Mr. Hunter presented to and was approved by the Glenpool Planning Commission as Lot Split application GLS 257 on October 11, 2021.

Staff Recommendation:

Staff recommends Council approval and acceptance of this Deed of Dedication covering certain public street right-of-way being granted by Mr. Ricky D. Hunter along 147th Street per the attached documentation.

Attachments:

- A. Deed of Dedication with Survey Exhibit
- B. Planning Commission Meeting Staff Report – October 11, 2021

**[NAME OF INSTRUMENT – such as Roadway right-of-Way]
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between RICKY D. HUNTER, an **[individual/Oklahoma corporation/other business entity]** herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for **roadway [or other]** purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

[Insert Legal Description or "See Attached Exhibit 'A'"]

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

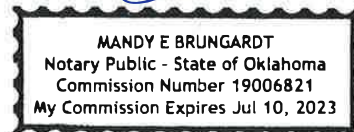
For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the Grantor hereby reserves the right to survey.]

TO HAVE AND TO HOLD such **Roadway Right-of-Way [or other description of interest]** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Rich D Hunter
GRANTOR

Marilyn E. Brangardt
Notary Public

July 10, 2023



by: _____
Mayor

WENDY KNIGHT, City Clerk

LOWELL PETERSON , City Attorney

COLLINS LAND SURVEYING, INC.
3340 West 151st Street South
P.O. Box 250
Kiefer, Ok 74041
Ph. 918-321-9400 Fax 321-9404
collins@landsur.com

REF. NO. 21-09-043

LEGAL DESCRIPTION (0.17 ACRES)

The North Forty-three feet of the South Seventy (70) feet of a tract described by K.S. Collins, Registered Land Surveyor No. 1259 in and for the State of Oklahoma on October 22, 2021 being a part of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: BEGINNING at a point Four-hundred and Thirty-two (432) feet East and Three-hundred and fifteen (315) feet North of the Southwest corner of said SE/4 NW/4; Thence East One-hundred and seventy-five (175) feet; Thence North Three-hundred and fifteen (315) feet; Thence West Seventy-five (75) feet; Thence South Seventy-four (74) feet; Thence West One-hundred (100) feet; Thence South Two-hundred and forty-one (241) feet to the POINT OF BEGINNING.



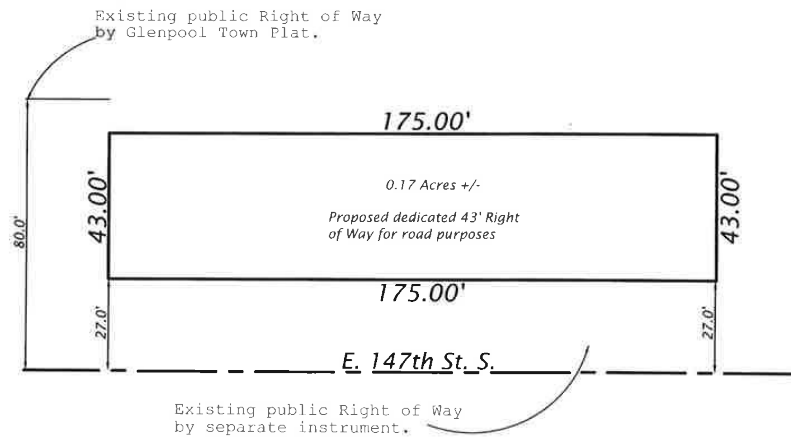
K.S. Collins
Registered Land Surveyor No. 1259
State of Oklahoma

SCALE: 1"=40



Legal Description (0.17 Acres)

The North Forty-three feet of the South Seventy (70) feet of a tract described by K.S. Collins, Registered Land Surveyor No. 1259 in and for the State of Oklahoma on October 22, 2021 being a part of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: BEGINNING at a point Four-hundred and Thirty-two (432) feet East and Three-hundred and fifteen (315) feet North of the Southwest corner of said SE/4 NW/4; Thence East One-hundred and seventy-five (175) feet; Thence North Three-hundred and fifteen (315) feet; Thence West Seventy-five (75) feet; Thence South Seventy-four (74) feet; Thence West One-hundred (100) feet; Thence South Two-hundred and forty-one (241) feet to the POINT OF BEGINNING.



K.S. Collins

COLLINS LAND SURVEYING, INC.

3340 W. 151st ST. S. - P.O. Box 250
KIEFER, OK. 74041

OFFICE (918)321-9400 FAX (918)321-9404

CA#2656 EXPIRES: 06/30/2022

Sketch of Proposed Road Right of Way

Performed For:

Rick Hunter

J.O. NO. 21-09-043

DATE 10/22/2021

TO: GLENPOOL PLANNING COMMISSION

FROM: GERALD GILBERT, PLANNING DIRECTOR

DATE: OCTOBER 11, 2021

ITEM: HUNTER RESIDENCE (GLS 257)

REQUEST: A LOT SPLIT APPLICATION TO CONSOLIDATE TWO (2) EXISTING LOTS INTO ONE (1) LOT.

APPLICANT: RICKY HUNTER

SITE: THE LOTS ARE LOCATED AT 337 E 147TH STREET SOUTH AND 231 E 147TH STREET SOUTH.

ZONING: RS-3 (SINGLE FAMILY HIGH DENSITY)

COMP PLAN: SUBURBAN COMMERCIAL

APPLICANT'S REPRESENTATIVE: RICKY HUNTER

BACKGROUND

The subject sites are located at 337E 147th Street South and 231 E 147th Street South and share a common property line. These lots were created by meets and bounds in 1955. There currently exists a single family residence and several out structures at 337 E 147th Street South. The 231 E 147th Street South lot is currently vacant and at one time had a residence that has been since removed.

SURROUNDING LAND USES

Land use and zoning of properties immediately adjacent to the subject site:

	Zoning	Land Use
North	AG (Agricultural) / RS-3	School / Single Family Residence
South	RS-3	Single Family Residence
East	RS-3	Single Family Residence
West	RS-3	Single Family Residence

PROJECT DESCRIPTION

The applicant is requesting A Lot Split application to consolidate the two (2) existing lots into one (1) lot. The consolidating of the two (2) lots will create one (1) lot that will be 0.81-acres in size. Lot sizes are described below:

337 E 147 th Street South	0.39 acres
231 E 147 th Street South	0.42 acres
Total	0.81 acres

ANALYSIS

Through the lot consolidation the applicant proposes to create a 1.095-acre lot that meets the minimum dimensional requirements of the RS-3 zone. As illustrated in the attached Exhibits, the proposed tract would meet minimum lot width, and frontage requirements as well as required lot area of the Zoning Code, specifically, Section 11-4-5 Development Standards for RS-3 (Single Family High Density) zoned properties. Minimum requirements for lot width and lot frontage are 75-feet. Minimum lot area requirement is 9,000 square feet and 10,875 square feet per dwelling unit, respectively. The proposed lot consolidation would create a lot width of 175-feet and a lot area of 47,725 square feet (1.095-acre).

As part of the consolidation a 43-foot right-of-way dedication will also be provided. This dedication will be consistent with existing easement dedications that currently exist in the immediate vicinity.

There will be no changes in utility services provided for the site with the lot consolidation.

TAC

No additional comments

STAFF RECOMMENDATION

TAC and staff have reviewed the lot split application and have determined the subdivision meets the minimum dimensional requirements of Section 11-4-5 Development Standards for RS-3 (Single Family High Density) and the guidelines for approval of a lot split (12-8-4 of the COG Subdivision Code). As such, staff recommends approval of GLS 257.

ATTACHMENTS:

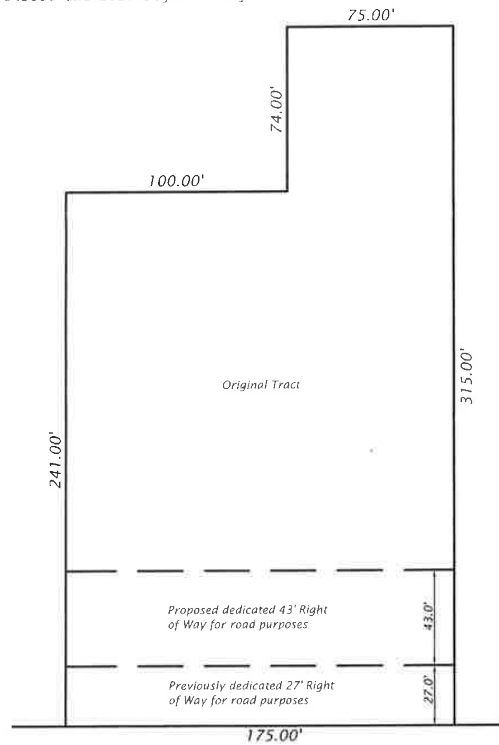
1. Aerial Photo/Zoning Map
2. Application
3. Lot Split Map
4. Legal Descriptions

Legal Description (Original Tract)

A tract described by K.S. Collins, Registered Land Surveyor No. 1259 in and for the State of Oklahoma on September 25, 2021 being a part of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: BEGINNING at a point Four-hundred and Thirty-two (432) feet East and Three-hundred and fifteen (315) feet North of the Southwest corner of said SE/4 NW/4; Thence East One-hundred and seventy-five (175) feet; Thence North Three-hundred and fifteen (315) feet; Thence West Seventy-five (75) feet; Thence South Seventy-four (74) feet; Thence West One-hundred (100) feet; Thence South Two-hundred and forty-one (241) feet to the POINT OF BEGINNING. Less the South Twenty-seven (27) feet thereof.

Legal Description (43' R/W)

A tract of land for proposed road easement to the City of Glenpool described by K.S. Collins, Registered Land Surveyor No. 1259 in and for the State of Oklahoma on September 25, 2021 being a part of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Fourteen (14), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof being the North 43 feet of the South 70 feet of the following described tract of land: BEGINNING at a point Four-hundred and Thirty-two (432) feet East and Three-hundred and fifteen (315) feet North of the Southwest corner of said SE/4 NW/4; Thence East One-hundred and seventy-five (175) feet; Thence North Three-hundred and fifteen (315) feet; Thence West Seventy-five (75) feet; Thence South Seventy-four (74) feet; Thence West One-hundred (100) feet; Thence South Two-hundred and forty-one (241) feet to the POINT OF BEGINNING. The South Twenty-seven (27) feet being previously dedicated as street and road right-of-way.



K.S. Collins

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3340 W. 151st ST. S. - P.O. Box 250

KIEFER, OK 74041

OFFICE (918)321-9400 FAX (918)321-9404

CA#2658 EXPIRES: 06/30/2022

Sketch of Proposed Road Right of Way

Performed For:

Rick Hunter

I.O. NO. 21-08-043

DATE: 09/25/2021

TO: GLENPOOL PLANNING COMMISSION

FROM: GERALD GILBERT, PLANNING DIRECTOR

DATE: OCTOBER 11, 2021

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COMP PLAN: SUBURBAN COMMERCIAL

APPLICANT'S REPRESENTATIVE: RICKY HUNTER

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ANALYSIS

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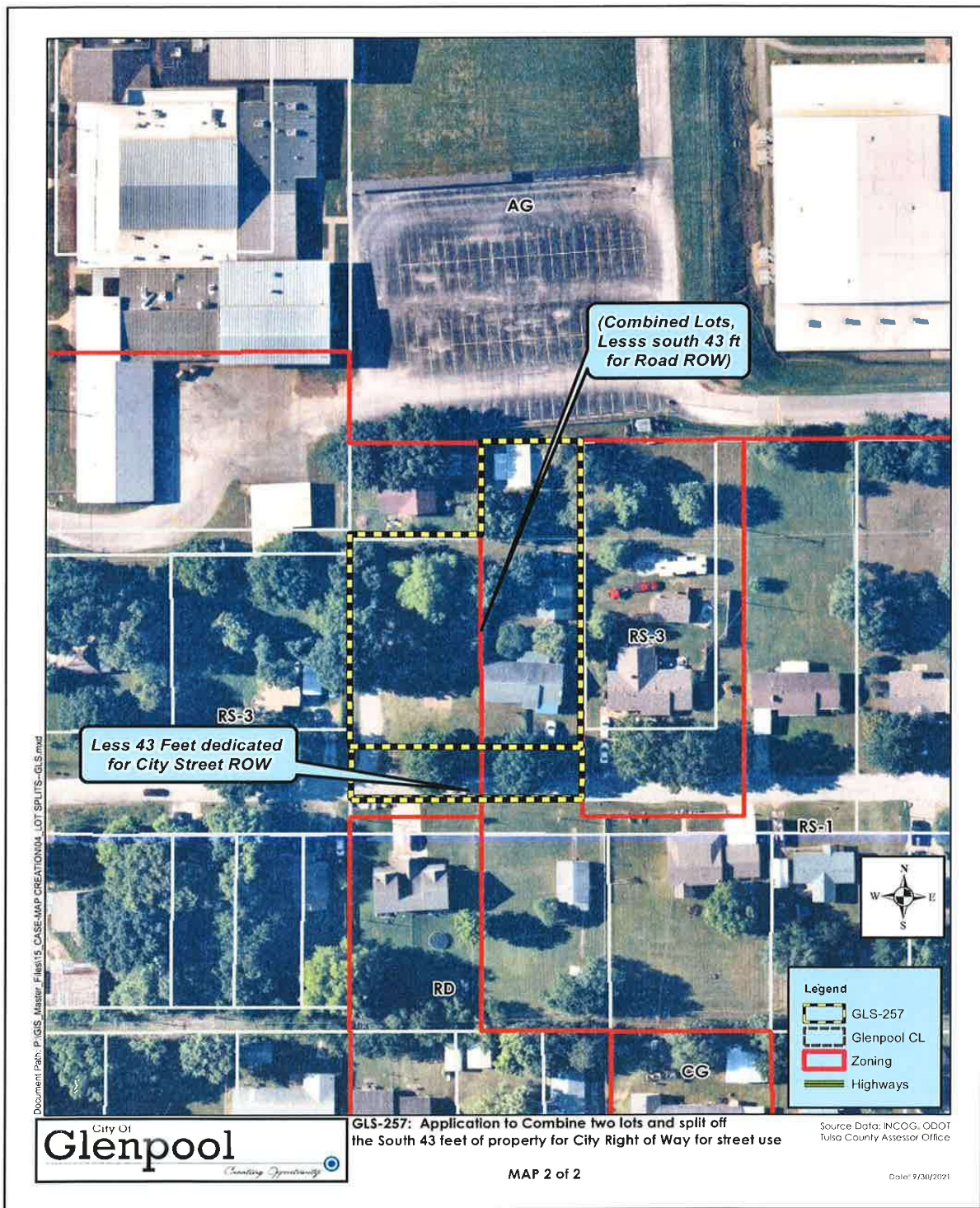
No additional comments

STAFF RECOMMENDATION

TAC and staff have reviewed the lot split application and have determined the subdivision meets the minimum dimensional requirements of Section 11-4-5 Development Standards for RS-3 (Single Family High Density) and the guidelines for approval of a lot split (12-8-4 of the COG Subdivision Code). As such, staff recommends approval of GLS 257.

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Application
3. Lot Split Map
4. Legal Descriptions





MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC STORM SEWER IMPROVEMENTS
SERVING REDBUD GLEN RESIDENTIAL ADDITION

DATE: DECEMBER 13, 2021

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance for ownership certain public storm sewer related improvements designed and constructed to serve the Redbud Glen residential development located on the west side Elwood Avenue at 148th Street per the attached 'As-Built' Site Survey supplied by the Development's owner. These public storm sewer related improvements were permitted for construction by the City of Glenpool and were inspected by City staff during construction for compliance with the approved construction plans as well as with City of Glenpool design criteria. It should be noted that the subject storm sewer improvements were constructed within public general utility easements created by the approved final subdivision plat for Redbud Glen Addition. The attached Maintenance Bond issued by the Contractor (Bison Civil, LLC) covers 100% of the total cost of the storm sewer facilities in question for the required one-year period from GUSA acceptance.

Staff Recommendation:

Staff recommends that the Council approve the acceptance of these facilities for City ownership as illustrated in the corresponding 'As-Built' construction documents and as supported by the required one-year Maintenance Bond.

Attachments:

- A. 'As-Built' Storm Sewer Site Survey
- B. Associated Maintenance Bond

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



December 1, 2021

The Glenpool Utility Services Authority
C/O The City of Glenpool
12205 South Yukon Avenue
Glenpool, Oklahoma 74033
Attention: Lynn Burrow

REQUEST FOR ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS

Subject being discussed – Stormwater and sanitary sewer plans for Red Bud Glen Subdivision
Plans dated 02.02.2021

Dear Glenpool Utility Services Authority members:

The undersigned certifies that the infrastructure described above has been inspected and approved by the City of Glenpool; the record drawings have been submitted; and a Statement has been filed with the City certifying that there are no liens against the property wherein the infrastructure is located.

In addition to the Record Drawings cited above our subcontractor KV Contracting, LLC submits the following:

- A one-year Maintenance Bond covering 100% of construction cost for the Stormwater
- A one-year Maintenance Bond covering 100% of construction cost for the Sanitary Sewer

Having satisfied the requirements of Title 12 Section 6 (7) of the City Code, the undersigned requests the City's execution and recordation of its Formal Acceptance.

Sincerely,

Andrew Long

Bison Civil, LLC Project Engineer
P.O. Box 648
Muskogee, OK 74402
918-508-4575 Cell
918-683-7784 Office



MAINTENANCE BOND

BOND NO. 0808652

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC,
9635 N. 234 Road Beggs, OK 74421, as Principal, and
Harco National Insurance Company, Illinois Corporation of
4200 Six Forks Road, Suite 1400 Raleigh, NC 27609
licensed to do business in the State of _____ and _____, as Surety, are held and firmly bound unto
City of Glenpool
as Obligees, in the full and just sum of Two Hundred Eighty-eight Thousand Three Hundred Twenty-one & 00/100
(\$ 288,321.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 24th **day of** November, 2021

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Redbud Glen Storm Sewer - 151st and Elwood

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of one (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness

Witness

Tom Perrault

K-V Contracting, LLC

Principal

Harco National Insurance Company

Kristin Lewis Attorney-in-Fact

POWER OF ATTORNEY

Bond # 0808652

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, KRISTIN LEWIS, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

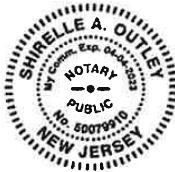
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 24, 2021

A00171

Irene Martins, Assistant Secretary



K-VCONT-02

MHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: PHONE (A/C, No, Ext): (918) 743-8811 FAX (A/C, No): (918) 744-8429 E-MAIL ADDRESS: richcartmill@rcins.com
INSURED K-V Contracting, LLC 9635 N 234 Rd Beggs, OK 74421	INSURER(S) AFFORDING COVERAGE INSURER A : EMPLOYERS MUTUAL CAS CO NAIC # 21415 INSURER B : Accident Fund National Ins Co 12305 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250k GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:		5D9857522	1/17/2021	1/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Jobsite Polluti \$ 250,000 COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp Ded \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Coll Ded \$1,000		5E9857522	1/17/2021	1/17/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N A	WCV6189482	6/1/2021	6/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation/Builder		5C9857522	1/17/2021	1/17/2022	Installation 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Redbud Glen Storm Sewer

CERTIFICATE HOLDER

CANCELLATION

City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GERALD S. GILBERT, PLANNING DIRECTOR
DATE: DECEMBER 13, 2021
SUBJECT: DRAFT MOBILE FOOD VENDING REGULATIONS

BACKGROUND

Over the recent years mobile food vending has become a unique form of commerce. Cities throughout the nation have experienced growth in these uses and have developed regulations to ensure that mobile food vending is managed in a safe and efficient manner. Staff has prepared a draft set of Mobile Food Vending regulations for the Council's discussion and input. Currently, mobile food vending is regulated through Chapter 5 Peddlers, Solicitors and Itinerant Merchants of the City Code. However, these regulations are severely outdated and mainly pertain to door-to-door sale activities.

Outlined in the draft regulations are provisions for the differing types of mobile food vending as well as performance standards for location and operations. Also included are licensing requirements, signage and enforcement provisions.

STAFF RECOMMENDATION: As mentioned, staff has prepared these regulations for Council discussion, input and direction.

ATTACHMENTS:

1. DRAFT Mobile Food Vending Regulations

DRAFT

Mobile Food Vending

December 13, 2021

Purpose

The City has determined that regulation of Mobile Food Units (MFUs) and Mobile Food Vendors is necessary in order to protect the health, safety, and welfare of the public, as well as to promote the public interest by regulating the areas and methods of operation. To meet these ends, the City has determined that all persons or entities that desire to vend from MFUs within the City must be issued a license pursuant to the requirements of this Article.

Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section. The word "shall" is always mandatory and not merely advisory.

Commissary. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store or similar establishment or any otherwise approved facility in which food, containers or supplies are kept, handled, prepared, packaged or stored.

Edible Food Products. Edible Food Products are those products that are ready for immediate consumption, including Prepackaged Food, Prepared Food, and On-site Prepared Food.

External Preparation Unit. An External Preparation Unit is any cooking appliance or device that and may include, but is not limited to, a grill, a roaster, or a warmer.

Ice Cream Vending Unit. A motor vehicle containing a commercial freezer from which a vendor sells or gives away frozen food products such as ice cream, frozen yogurt, frozen custard, flavored frozen water, and similar desserts, whether prepackaged, prepared, or prepared on-site. Such frozen food products are typically sold on City streets at intermittent locations.

Mobile Food Unit. A Mobile Food Unit ("MFU") is an enclosed unit, truck, trailer, cart or similar vehicle-mounted unit.

Types of Mobile Food Unit(s). The following mobile food unit operations shall be licensed as set forth in this chapter:

(1) **Seasonal Food Service Establishment.** These are seasonal food services licensed by the County of Tulsa Health Department.

- a. A seasonal food service establishment is limited to serving snow cones, ice cream, raw fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and other food that is not time or temperature controlled for safety.
- b. These operations shall be restricted to a maximum annual operation of 180 consecutive days within a 12-month period.
- c. These operations are restricted to commercial and industrial zoning districts.
- d. The MFU license shall specify the approval date and the expiration date. No license may be issued for any length of time longer than 180 days from the date of approval.

(2) **Mobile Food Unit.** Mobile Food Unit is used to prepare food and is vehicle-mounted (vehicle shall be approved for road use by the Oklahoma Department of Transportation), and shall be readily moveable.

- a. These operations include the sale of packaged foods from a stationary display and all other types of food preparation operations as identified and approved by the county health department prior to the issuance of a MFU license by the city as provided herein.
- b. These vehicles must physically return to their commissaries daily for health department compliance, including but not limited to wastewater disposal, maintenance, cleaning, etc.
- c. These operations must notify the city, in writing, as part of the application for license process, the following information:
 - i. A schedule of times and locations for their operations;
 - ii. Location, street address, of their commissary;
- d. These operations are restricted to commercial and industrial zoning districts.
- e. If this service is located on private property for any time, prior written approval of the operation from the private property owner must be immediately provided to the city upon request.

(3) **Mobile Push Cart.** "Mobile push cart" means an "open-air" hand cart, push-cart, or peddle cart with a dimension that shall not exceed eight feet in length, four feet in width, and six feet in height, (exclusive of canopies or umbrellas) and is a non-self-propelled food unit that can be manually moved.

- a. These services may operate in permitted locations.

- b. If this service is to be located on private property for any time, prior written approval of the operation from the private property owner must be immediately provided to the city upon request.
- c. These operations are restricted to commercial, industrial, zoning districts.
- d. These operations performed inside commercial businesses such as hospitals, mall shopping centers, etc. are exempt.

Mobile Food Vendor. A Mobile Food Vendor (“Vendor”) is any individual engaged in the operation of a MFU; if more than one individual is operating a single MFU, then Vendor shall include all individuals operating such single MFU.

Mobile Vending Park: A site that contains more than one mobile vendor on a regular basis as the principal use of land.

On-site Prepared Food. Any food or beverage that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared on-site within the MFU or within an external preparation unit by a Mobile Food Vendor or other persons and that may be purchased at the MFU for immediate or later consumption.

Operate. To “operate” or “operation” shall mean all activities associated with the conduct of business, including, but not limited to, set up, take down, and actual hours where the MFU is open for business.

Prepackaged Food. Any properly labeled and processed food or beverage, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an off-site approved source, and that may be purchased at the MFU for immediate or later consumption.

Prepared Food. Any food or beverage that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared by persons off-site from a MFU that may be purchased at the MFU for immediate or later consumption.

Public Property: Property owned by the government or one of its agencies, divisions, or entities. Commonly a reference to parks, playgrounds, streets, sidewalks, schools, libraries and other property regularly used by the general public. within the jurisdictional boundaries of the City.

Private Property: Land owned by a person or group and kept for their exclusive use

Public Right-of-Way: An area of land deeded, reserved by plat or otherwise accepted and maintained by the city, the county, or the state for public use such as public streets, sidewalks, roadways, highways, parkways, alleys, parks, as well as the areas surrounding and immediately adjacent to public buildings.

Right-of-Way. For the purposes of this Article, right-of-way shall mean streets where public parking is allowed and includes marked or unmarked parking spaces thereon.

Smoker. A smoker is a cooking appliance or device that maintains a low cooking temperature, typically between 225 and 275 degrees Fahrenheit, using varying sources of heat, including, but not limited to gas, charcoal, wood, wood pellets, or an electric heating element with or without wood, for extended periods of time while producing smoke and heat to cook a food, usually meat.

Applicability of Article

The provisions of this Article shall apply to Mobile Food Vendors engaged in the business of preparing, cooking, and distributing on-site Prepared Food with or without charge from Mobile Food Units on private property within the City of Glenpool. This Article shall also apply to vendors selling prepared or prepackaged food.

Limited Exemptions. The following activities, businesses and/or persons, as such are commonly known, shall be exempt from coverage of this chapter, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

1. Ice Cream Vending Units_ This Article shall not apply to an Ice Cream Vending Unit so long as the unit is stationary in the same location for no more than fifteen (15) minutes at a time. An Ice Cream Vending Unit may sell or attempt to sell any item from an Ice Cream Vending Unit only on local streets, as defined by the Glenpool Major Road Plan, where the speed limit is thirty (30) miles per hour or less. An Ice Cream Vending Unit shall not stop within twenty (20) feet of an intersection or double park when attempting a sale or making a sale.
2. Itinerant Merchant_ This Article shall not apply to an Itinerant Merchant so long as the unit complies with any other applicable regulations within the City of Glenpool Code of Ordinances.
3. Traditional neighborhood lemonade stands;
4. Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;
5. Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile vehicle operated for the purpose of soliciting customers while traveling or while located on city streets or property;
6. Delivery or distribution of food by or for any not-for-profit organization, governmental agency or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and
7. Special events that have been permitted and approved by the City of Glenpool.
8. Goods, wares, or merchandise temporarily deposited on the sidewalk in the ordinary course of deliver, shipment, or transfer.
9. Newspaper couriers: The placing and maintenance of unattended stands or sales devices for the sale, display or offering for sale of newspapers, magazines, periodicals and paperbound books.

10. The distribution of free samples of goods, wares, and merchandise by any individual from his person.
11. Sidewalk sales lasting no longer than three (3) consecutive days, so long as at least four feet of sidewalk remains clear for pedestrian access
12. Temporary sales to benefit non-profit organizations and conducted on private property. Such sales shall be conducted no longer than five (5) consecutive days.
13. Merchants participating in outdoor markets or special events organized or administered by the City of Glenpool. Such merchants shall be approved by the organizing or administering agency.

Claims of exemption. Any person claiming to be legally exempt from the regulations set forth herein, or from the payment of a permit fee, shall cite to the Planning Director or his/her designee the statute or other legal authority under which such exemption is claimed and shall present proof of qualification of such exemption.

Application and Licensing

Mobile Food Unit License Required. A Mobile Food Unit License ("MFU License") is required by all Vendors to vend or operate in the City of Glenpool. A MFU License is required for each MFU and the MFU License is non-transferrable. The MFU License shall be prominently displayed on the MFU. It is unlawful for a mobile vendor to engage in sales business within the City of Glenpool except when a mobile vendor is issued a MFU License in compliance with the provisions of this chapter. A separate MFU License may be required for each location as provided hereinafter.

License Application Process—Application. Applicants for a MFU License shall file an application on a form to be furnished by the city.

Review and Investigation—Issuance or denial. Upon receipt of an application for a license, the Planning Director shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and ordinances as well as other applicable provisions of this Code.

1. An applicant shall permit representatives of the police department, health department, fire department, code enforcement or other applicable agencies to inspect the premises for the purpose of insuring compliance with city, state and federal laws at any time it is occupied or open for business.
2. Upon completion of any investigation as provided for by this chapter, the application shall be reviewed to ensure compliance with all requirements.
3. That the applicant or the applicant's employer is a vendor registered with the state tax commission for the payment of sales tax, or that he or she has otherwise demonstrated that sales tax has been or is being paid on the items sold, or that the applicant or the applicant's employer is exempt from payment of such tax;
4. That the applicant or the applicant's employer is aware of the responsibility to collect and pay sales tax, unless tax exempt;
5. That the business operation described shall not endanger property, public or private; shall not obstruct pedestrian or vehicular traffic and shall not increase risks to public safety;
6. Within 15 business days after receipt of the application, the application shall either be approved or denied. Grounds for denial shall be the following:
 - (1) A finding that the application is incomplete;
 - (2) Nonpayment of all applicable fees;
 - (3) Failure of the applicant to verify that he, she or it is a vendor registered with the state tax commission for the payment of sales tax; or that sales tax has been or is being paid on the items sold; or that he, she, or it is otherwise exempt from payment of sales tax;
 - (4) A finding that the application is not in conformance with any other applicable provisions of this section;

- (5) The applicant is a person required to be registered pursuant to the state Sex Offenders Registration Act (57 O.S. § 581 et seq.), as amended; and
- (6) The applicant shall not be subject to any outstanding warrants for arrest.
- (7) Conviction of any violent felony within the past ten (10) years.
- (8) Failed inspections as required.

Expiration of License. A license issued under this Article shall expire June 30 each year, except for seasonal food service establishment, which shall expire 180 days from the date of issuance.

Each licensee shall reapply for a license annually. Upon the submission of an updated application and the payment of the annual license fee, the license shall be renewed, provided that the licensee continues to meet the requirements of this chapter as it may from time-to-time be amended.

In the event that the licensee shall cease operation, either voluntarily or involuntarily, before the end of the period for which a license is issued, no part of the license fee shall be refunded.

Renewal of License. Every MFU license, unless suspended or revoked for a violation of any provision of this Article or other rule or of the City of Glenpool, can be renewed annually provided that a renewal fee of is paid no later than five (5) business days after the Unit Permit's expiration.

An application for renewal of a MFU License shall be made through the City of Glenpool Community Development Department. After five (5) business days following the license's expiration, the holder of the license forfeits the right to renew, and the Vendor must reapply as a new MFU. The application for renewal shall contain the information required in the renewal application.

Exhibition of License. A license issued under this Article shall be posted conspicuously at the place of business.

Transfer of License. Licenses issued under this Article are not transferable.

Health Regulations. All mobile vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment and devices used for the handling, storage, transportation and/or sale of food shall comply with all applicable laws, rules and regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations as may be established by the county health department.

Fees. Applications for a MFU license shall be accompanied by a nonrefundable processing fee.

Inspections after Permitting. Licensed operations may be inspected periodically and without notice by representatives of various City departments to ensure compliance with this Article.

Operation without Permit. Any MFU operating without a valid MFU License shall be deemed a public safety hazard and may be ticketed and impounded. The penalty for operating without a Permit is _____ per occurrence.

Complaints. If a complaint is filed with City alleging that a Vendor has violated the provisions of this Article, the Community Development Director or her/his designee shall provide a written notification of the complaint by regular mail to the Vendor at the Vendor's address listed on the MFU Application and shall investigate the complaint. Within thirty (10) days of date that the notification was sent to the Vendor, the Vendor may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Community Development Director, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the Community Development Department may revoke the MFU License or take or cause to be taken other enforcement action as provided in the Glenpool City Code.

Location

Maximum Number of Units per Lot. Only one (1) MFU License per lot is allowed unless it is part of City approved MFU Vendor Park or special event.

Location of MFU's. MFU's are only permitted on private property within the Commercial and Industrial Districts. It shall be unlawful for any MFU vendor to locate their vehicle or equipment upon, or otherwise sell their products from, any property without obtaining permission from the owner of that property. Any MFU using a smoker shall operate at least one hundred (100) feet from the boundary of any residentially zoned property, regardless of the use on the residentially zoned property, as measured in a straight line from the smoker to the residentially zoned property.

Mobile Vending in the Public Right-of-Way. Mobile Food Vending is expressly prohibited within the public right-of-way. No MFU shall park their vehicle or equipment on any City street while selling, or offering to sell, any product. Vendors participating in any City of Glenpool events or City approved Special Events shall not be subject to this requirement.

Obstruction of Vehicular and Pedestrian Traffic. Placement of MFUs and any devices related to the MFU shall not obstruct or impede pedestrian or vehicular traffic, access to driveways, and sight distance for drivers. Mobile Food Vending shall not reduce the clear pedestrian path of travel on the sidewalk to less than six feet (6'). All awnings or canopies of the MFU shall be at least six feet, eight inches (6'8") above the sidewalk, if applicable, or above grade.

Operation on Unimproved Lots. MFUs shall not operate on unimproved lots. For the purposes of this Article, an unimproved lot is a lot without one or more of the following: (1) paved surface; or (2) paved driveway access to a City street.

Parks and Community Centers. The City of Glenpool shall create rules for the operation of MFUs at City parks and recreation or community centers. These rules and any subsequent changes shall be adopted by resolution by the Glenpool City Council.

Preparation Outside of the MFU. Food and beverage preparation outside of the MFU is not permitted. Vendors shall not serve drinks or food to customers outside the MFU.

Public Alleys. MFUs are prohibited from operating in public alleys.

Unattended MFUs Prohibited. No MFU shall be parked on the street overnight or left unattended and unsecured at any time. Any MFU which is found to be unattended in this manner shall be considered a public safety hazard and may be ticketed and impounded. Additionally, after a Vendor is done operating on private property for the day, the MFU must be relocated to a commissary other than the private property on which it was operating, unless that private property is also the commissary for the MFU.

Geographical Restrictions. No mobile vendor shall sell or vend from his or her vehicle or conveyance when:

1. Within 300 feet of a public or private school grounds during the hours of regular school session, classes or school-related events in said public or private school, except when authorized in writing by said school; or
2. Within 300 feet of the entrance to a stationary business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the mobile vendor unless authorized in writing by the stationary business establishment; or
3. Within 300 feet of a restaurant, cafe or eating establishment which is open for business unless authorized in writing by the stationary business establishment; or
4. Within 300 feet of a public park of the city where a city authorized concession stand is located during times other than during the course of a public celebration except as approved by the city; or
5. Within 300 feet of city property where a city-authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food at such property; or
6. Within 300 feet of the location for which a special event permit has been issued during the time specified from the start through completion of the special event;

No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where food or other items are being sold or offered for sale;

No customer shall be served on the street side of the mobile unit. All service must be on the curb side when the mobile unit is abutting a public street;

No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard or other public safety issues.

No parking in or blocking a Fire Lane.

Public roads, sidewalks, alleys or other public ways shall not be blocked.

Operations

1. Mobile Food Vendors shall not remain in any location for more than seventy-two (72) hours within a thirty (30) day period.
2. Mobile Food/Stationary Food Vendors shall be subject to City of Glenpool Noise and Nuisance Ordinances.
3. No person associated with a food vending operation shall distribute, deposit, place, throw or cast any commercial handbill.
4. Allowable hours of operation are 7:00 AM to 10:00 PM daily.
5. No Mobile Food Vendor or Stationary Food Vendor shall leave or permit to be left, any fat, oil, grease, refuse or other discarded objects on the MFU approved site location.
6. Items for Sale. Only food and beverage items may be sold from MFUs, and the sale or distribution of alcoholic beverages is expressly prohibited. A Vendor may sell or distribute merchandise from the MFU only if the merchandise bears the logo of the Vendor or the MFU; all other merchandise sales are prohibited.
7. Service to Pedestrians. MFUs shall serve pedestrians only; a drive-thru or drive-in service for vehicular customers is prohibited.
8. Sound Amplification. A MFU or Vendor shall not use outdoor speakers or sound amplification equipment for any purpose.
9. Special Events. For event and pedestrian safety, Vendors shall not operate within three hundred (300) feet of the boundaries of a special event approved by the City of Glenpool. Additionally, Vendors shall not operate within the boundaries of a Special Event, including in any Zone, unless the Vendor has written authorization from the event sponsor.
10. Spills. To prevent discharges into the stormwater drain system and river, each MFU shall comply with the stormwater regulations of the City of Glenpool.
11. Waste Storage and Disposal. Vendors shall supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the MFU. The Vendor shall keep the area around the MFU clear of litter and debris at all times. All trash and debris generated by customers and staff shall be collected by the Vendor and deposited in their trash or recycling container and removed from the site by the Vendor. The Vendor shall contain onboard at all times any waste liquids generated by its operations (e.g. oil, wash water, etc.).

12. Absolutely no seating shall be provided or permitted as part of a mobile vendor business as contemplated in this Article.
13. All mobile vendors preparing food by cooking, frying or other means shall be equipped with one 20-pound type K fire extinguisher and a ten-pound minimum rating of 2A-40-BC.

Signs

Signs and Flashing Lights. A MFU is limited to signs mounted to the exterior of the mobile food establishment and one (1) detached sandwich board sign with dimensions no larger than twenty-five inches by forty-five inches (25" x 45"). All signs mounted on the MFU shall be secured and mounted flat against the MFU and shall not project more than six inches (6") from the exterior surface of the MFU. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. Signs shall not contain flashing lights or flashing light-emitting diodes (LED), nor shall the MFU use flashing lights or flashing LED as an embellishment on the MFU.

No banners, flags, snipe sign, feather flags or other illegal signage shall be allowed.

Revocation of License

Revocation of License. The Community Development Department may revoke a MFU License if the Department discovers that:

- i. An applicant obtained the MFU License by knowingly providing false information on the application; or
- ii. The continuation of the Vendor's use of the MFU License presents a threat to public health or safety, or if the Vendor otherwise presents a threat to public health or safety; or
- iii. The Vendor or MFU violates regulations of this Article or any other City of Glenpool ordinance; or
- iv. There is any fraud, misrepresentation or false statement made in connection with the selling of products; or
- v. Any violation of this Article; Conducting the business licensed under this Article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a threat to the health, safety or general welfare of the public.

Appeal. Notice of adverse action. If the Community Development Director or his authorized representative proposes to take any action averse to an applicant, licensee or permittee, he shall establish a time, date and place for an administrative hearing and shall notify such person (hereinafter "respondent") of the pending action at the respondent's address contained on his most recent application. The notice shall be served on the respondent personally or by United States Mail, certified, return receipt requested. The notice shall be served or postmarked no more than ten (10) days preceding the date of the administrative hearing and shall:

- (1) Set forth in detail the proposed action and the reasons therefore;
- (2) Designate any section of this Article, any statute, ordinance or other authority which requires or supports the proposed action;
- (3) Set forth the date, time and place of the administrative hearing;
- (4) Advise the respondent that they may be present at such hearing to provide reasons why the proposed action should not be taken; and
- (5) Advise the respondent that if he fails to appear at the administrative hearing, action may be taken in his absence.
- (6) Copies of such notice shall also be sent to the complaining party, if applicable.
- (7) Administrative hearing. An administrative hearing shall be held on the date and time and at the place contained in the notice described above.
- (8) If the respondent appears, they shall be afforded an opportunity to be heard.

- (9) Following the hearing, the director may take or refrain from taking the proposed action or may modify the same by placing reasonable conditions on the respondent, or otherwise, according to the provisions of this Article.
- (9) If the respondent fails to appear, notice of the decision made or action taken shall be given to the respondent and, unless appealed to the city council as hereinafter provided, such decision shall be final and binding ten (10) working days from and after the date of the decision.
- (10) Notice of the action taken or decision made shall be given by certified mail, return receipt requested, or by personal delivery to the respondent, at the address given in the respondent's most recent application.
- (11) The respondent shall be advised of their right to appeal the action or decision to the City Council.
- (12) Appeals to the City Council. Any person aggrieved by a decision of the director may file an appeal to the City Council by filing a written notice of appeal with the City Clerk and the Community Development Director within ten (10) working days of the date of the decision complained of. Such notice shall specify the grounds for the appeal. A hearing on the appeal shall be heard by the City Council not later than thirty (30) days from the date of filing the notice of appeal unless further delay is reasonable. If an appeal is filed, the Community Development Director shall notify the complaining party, if applicable.
- (13) Enforcement stayed. If an appeal of the director's decision is made to the Council, enforcement of such decision shall be stayed until the City Council has rendered its decision, unless the director certifies to the City Council that a stay would cause imminent danger to life or property.
- (14) Administrative costs. Any determination by the Community Development Director regarding whether or not an applicant, licensee or permittee has failed to comply with any of the provisions of this chapter may also include the requirement that the applicant, licensee or permittee pay a sum not to exceed _____ to defray administrative costs associated with the investigative and administrative hearing process.

Surrender Upon Expiration or Revocation. When a MFU License issued pursuant to the provisions of this chapter expires, or is revoked, its holder shall surrender it to the Community Development Director and the license shall become the property of the city.

Vendor must wait one (1) year before reapplying for a new license. Upon reapplication, the Vendor must pay the full Permit fee.