

**NOTICE  
GLENPOOL CITY COUNCIL  
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

***The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER***

**AGENDA**

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Dusty Otis, South Campus Pastor, Church on the Move**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from April 6, April 17, April 20, and April 27, 2017.
  - 2) Discussion and possible action to approve and Resolution No. 17003, A Resolution Of The City Council Of The City Of Glenpool Making Interim Appointments Of Two Members To The City Of Glenpool Planning Commission; And Making Interim Appointments Of Two Members To The City Of Glenpool Board Of Adjustment, Pending The Adoption Of Amendments To The City Of Glenpool Code, Title 11, Zoning Regulations, Upon Which Adoption Permanent Appointments Will Be Made Or Interim Appointments Will Be Confirmed As Permanent Members In Accordance With The Terms Prescribed By The Amended Zoning Regulations.  
(Rick Malone, City Planner)
  - 3) Discussion and possible action to appoint nominees to the Planning Commission and the Board of Adjustment to serve as interim members from the date of appointment until implementation of the amended zoning regulations.  
(Timothy Fox, Mayor)
  - 4) Discussion and possible action to adopt Ordinance No. 735, An Ordinance Granting To The Oklahoma Gas And Electric Company, An Oklahoma Corporation, Its Successors And Assigns, The Right To Produce, Transmit And Distribute Electricity Within The City Limits And To Sell Electricity Therein For All Purposes For Which It May Be Used, To The City Of Glenpool, Tulsa County, Oklahoma , Its Inhabitants And The Public Generally, And The Right To Construct, Maintain And Operate A System Of Poles, Wires, Conduits And Other Facilities And Equipment In, Upon, Across, Under And Over The Streets, Alleys, Public Grounds

Or Ways In The City For Such Purposes For A Period Of Twenty-Five (25) Years From The Approval And Acceptance Of This Ordinance; Providing Compensation To The City; And Ordering An Election, for the purpose of granting to Oklahoma Gas and Electric Company a non-exclusive franchise for the installation, operation and maintenance of an electric distribution system in the City of Glenpool and the selling of electricity therein for a term of 25 years.

(Roger Kolman, City Manager/Chuck Mitchell, OGE)

- 5) Discussion and possible action to adopt Resolution No. 17001, A Resolution Calling For A Special Election In The City Of Glenpool, Oklahoma, On August 8, 2017, For The Purpose Of Submitting To The Qualified Electors Of The City Of Glenpool The Question Of Whether An Ordinance Granting A Non-Exclusive Franchise To Oklahoma Gas And Electric Company For Purposes Of Producing, Transmitting And Distributing Electricity In The City Of Glenpool Shall Be Approved; Authorizing The Mayor To Call The Election By Proclamation And Requesting The Tulsa County Election Board To Conduct The Election, all for the purpose of obtaining public approval of the OG&E franchise extended by Ordinance No. 735.  
(Roger Kolman, City Manager/Chuck Mitchell, OGE)
- 6) Discussion and possible action to approve National League of Cities Service Line Warranty program.  
(Roger Kolman, City Manager)
- 7) Discussion and possible action to approve purchase of a new Ferrara Inferno MVP Custom Rescue Pumper and NFPA partial equipment for Pumper per NFPA 1901, including loose equipment package and final engineering contingency for a total cost of \$808,967.00.  
(Paul Newton, Fire Chief)
- 8) Discussion and possible action to approve Resolution No. 17002, authorizing the purchase of a new Ferrara Inferno MVP Custom Rescue Pumper, including equipment package through a five-year lease-purchase agreement with Community Leasing Partners in the amount of \$788,967.00 at 0% interest.  
(Julie Casteen, Finance Director)
- 9) Discussion and possible action to approve a supplemental appropriation in the Public Safety Fund in the amount of \$788,967.00 in lease proceeds and expenditures of \$788,967.00 in the Fire Department for the lease-purchase of a fire truck.  
(Julie Casteen, Finance Director)
- 10) Discussion and possible action to accept FY 2017 Audit Engagement and Compilation Engagement letters from Arledge & Associates and direct the Mayor to sign on behalf of the City Government, and the Finance Director to sign on behalf of Management.  
(Julie Casteen, Finance Director)
- 11) Discussion and possible action to approve Change Order No. 1 request from Dirt Wurx on the South County Soccer Complex project to increase the total project cost by \$10,110.00, and extend the contract duration fourteen calendar days.  
(Lynn Burrow, Community Development Director)
- 12) Discussion and possible action to approve Change Order No. 2 request from Greg Helms on the South County Soccer Complex project to increase the total project cost by \$2,510.00.  
(Lynn Burrow, Community Development Director)
- 13) Discussion and possible action to cast a vote for three members to the OMAG Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2017.  
(Susan White, City Clerk)
- 14) Discussion and possible action to approve Addendum No. 9, adding the City of Broken Arrow to the Regional 911 Board Master Services Agreement administered by INCOG.  
(Lowell Peterson, City Attorney)

- 15) Discussion and possible action to approve Addendum No. 10, replacing current T1 service lines with advanced fiber optic lines that enable 4G LTE service to public service answering points served by the Regional 911 Board Master Services Agreement administered by INCOG.  
(Lowell Peterson, City Attorney)
- 16) Presentation by Scissortail Development.  
(Rick Malone, City Planner/ Ryan McCarty, Scissortail Development)
- 17) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, the Glenpool City Manager, as provided by section 9.C(1) of said Agreement.  
(Timothy Fox, Mayor)
- 18) Discussion and possible action to reconvene in Regular Session.  
(Timothy Fox, Mayor)
- 19) Discussion and possible action to demote, discipline, terminate or retain City Manager, in accordance with Fiscal Year 2016-2017 City Manager Employment Agreement.  
(Timothy Fox, Mayor)

## **J) Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_

City Clerk

**MINUTES**  
**SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**AND THE GLENPOOL INDUSTRIAL AUTHORITY**

April 6, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:11 p.m., Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Patricia Agee. Councilor/Trustee Brandon Kearns and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Susan White, City Clerk; Julie Casteen, Finance Director; Rick Malone, City Planner; Dennis Waller, Police Chief; Paul Newton, Fire Chief; and Debbie Pengelly, Human Resources Director. Lowell Peterson, City Attorney was absent.

- A) Mayor Fox called the meeting to order at 6:11 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

**1. Discussion concerning FY 2017-2018 Proposed Budget.**

Julie Casteen, Finance Director, presented a slide show of the proposed operating funds. The proposed total operating expenditures for all funds is \$18.5 million.

- D) Workshop was adjourned at 6:30 p.m.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# **MINUTES**

## **CITY COUNCIL MEETING**

**April 17, 2017**

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jacqueline Triplett-Lund; Patricia Agee; Brandon Kearns; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief; Paul Newton, Fire Chief; Debbie Pengelly, Human Resources Director and Lea Ann Reed, Public Relations Director. Julie Casteen, Finance Director was absent.

Also present were Father Sam Gordin; Ken Walters; David May, Civic Plus; Eric Enyart, Tanner Consulting LLC; Scott Boultinghouse and T.A. Hollis with BTC Broadband.

- A) Mayor Fox called the meeting to order at 6:04 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Father Sam Gordin, Anglican Church of the Resurrection offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
  - Mr. Burrow offered an update on the progress of numerous public and private construction projects throughout the city, including the AMR meter replacement project; South County Soccer Complex; South Elwood Mini Storage; St. Francis Health Center project; and Hotel at Phillips Corner Addition. He further reported on various applications received by the Planning Department and slated for review, as well as information concerning activities in the Building/Inspections, and Code Enforcement Departments.
- F) Treasurers Report – Julie Casteen, Finance Director**
  - Roger Kolman, City Manager presented the Treasurers Report for February 2017 revenues and expenditures in all Funds.
- G) City Manager Report – Roger Kolman, City Manager**
  - Mr. Kolman stated that the parking lot maintenance project for the Conference Center/City Hall facility will begin May 1<sup>st</sup>.
  - Mr. Kolman shared information he had received concerning the Environmental Expo which will be sponsored by the M.e.t. It will be held on Wednesday, April 19 from 11:00 am to 1:30 pm in downtown Tulsa between Fourth and Fifth Streets on Main.
  - Glenpool Chamber of Commerce is sponsoring the annual Trash Bash at Black Gold Park on Saturday, April 22 from 8:00 am to 1:00 pm. Glenpool residents are encouraged to bring excess regular trash items for disposal. The service is free to Glenpool residents.
  - The city-wide garage sale will be Saturday, April 22<sup>nd</sup>.
  - The annual Black Gold Car Show will be held Saturday, April 29.
- H) Mayor Report – Timothy Fox, Mayor**
  - Mayor Fox reminded the audience that the city-wide garage sale is this Saturday.

- He announced that the Chamber of Commerce is sponsoring a chili cook-off in conjunction with the car show on April 29.

**I) Council Comments**

- Councilor Lund announced that the Glenpool High School Jazz Band will be performing a free concert Tuesday, April 18 at 7:00 p.m. at the Glenpool Conference Center.

**J) Public Comments**

- Kenneth Walters updated the Council concerning the complaint he had brought earlier about potholes on his street. He learned that the Street Dept had responded within in two days of the report and ordered materials. Mr. and Mrs. Walters were both away from home when the city crews came by to inspect the street. Mr. Walters suggested that some form of communication should be left for residents if crews stop by while residents are away.

**K) Scheduled Business**

**1) Discussion and possible action to elect Mayor.**

**MOTION:** Councilor Agee moved, second by Vice Mayor Ceesay to elect Momodou Ceesay.

**FOR:** Vice-Mayor Ceesay; Councilor Agee

**AGAINST:** Councilor Lund; Mayor Fox; Councilor Kearns

**Motion failed.**

**MOTION:** Councilor Lund moved, second by Councilor Kearns to elect Tim Fox.

**FOR:** Mayor Fox; Councilor Kearns; Councilor Lund

**AGAINST:** Vice-Mayor Ceesay; Councilor Agee

**Motion carried.**

**2) Discussion and possible action to elect Vice Mayor.**

**MOTION:** Mayor Fox moved, second by Councilor Lund to elect Momodou Ceesay.

**FOR:** Mayor Fox; Councilor Kearns; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

**AGAINST:** None

**Motion carried.**

**3) Discussion and possible action to approve minutes from April 3, 2017 meeting.**

**MOTION:** Councilor Agee moved, second by Councilor Lund to approve minutes as presented.

**FOR:** Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

**AGAINST:** None

**ABSTAIN:** Councilor Kearns (Absent on April 3, 2017)

**Motion carried.**

**4) Discussion and possible action to approve agreement with Paypoint HR to perform a compensation analysis and study at a fixed aggregate fee of \$32,500.**

Debbie Pengelly, Human Resources Officer submitted an agreement to perform a compensation study. She explained the study will provide the necessary tools for the City to maintain competitiveness in the labor market and attract top quality employees.

**MOTION:** Councilor Lund moved, second by Councilor Agee to approve an agreement with Paypoint HR to perform a compensation analysis and study at a fixed aggregate fee of \$32,500.

**FOR:** Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

**AGAINST:** None

**Motion carried.**

- 5) **Discussion and possible action to approve renewal of the employee health insurance with Community Care Health Insurance of Oklahoma, effective July 1, 2017 at the initial monthly premium of \$38,240.99, subject to change by subsequent hiring or attrition.**

Ms. Pengelly, HR Director stated that the employee health insurance renewal from Community Care Health Insurance of Oklahoma represented a nine percent increase over current year premiums. She further stated the renewal will maintain the same level of employee coverage and the increase is within established budget parameters.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Agee to approve renewal of the employee health insurance with Community Care Health Insurance of Oklahoma, effective July 1, 2017 at the initial monthly premium of \$38,240.99, subject to change by subsequent hiring or attrition.

**FOR:** Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** None

**Motion carried.**

- 6) **Discussion and possible action to approve agreement with CivicPlus for website design and hosting at a cost not to exceed \$24,521.**

Lea Ann Reed, Public Relations Director presented an agreement with CivicPlus for website design to be considered by Council. Mr. David May from CivicPlus presented an online demonstration of the product and answered questions from Council.

**MOTION:** Councilor Lund moved, second by Vice Mayor Ceesay to approve agreement with CivicPlus for website design and hosting at a cost not to exceed \$24,251.

**FOR:** Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

**AGAINST:** None

**Motion carried.**

- 7) **Discussion and possible action to approve final plat for South 75 Business Park Phase II, including 30.99 acres located at the SE corner of 166<sup>th</sup> Street and US 75.**

Rick Malone, City Planner requested approval for the final plat of South 75 Business Park Phase II, subject to conditions of staff and TAC review. Mr. Eric Enyart with Tanner Consulting, representing the applicant fielded questions from the Council.

**MOTION:** Councilor Kearns moved, second by Councilor Lund to approve final plat for South 75 business Park Phase II, including 30.99 acres located at the SE corner of 166<sup>th</sup> Street and US 75.

**FOR:** Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay

**AGAINST:** None

**Motion carried.**

- 8) **Discussion and possible action to approve a three-year Business Service Agreement with BTC Broadband for telecommunication service at a cost of approximately \$2,406 monthly.**

Mr. Roger Kolman, City Manager explained that current city phone and internet services are split between two vendors. Proposals were solicited from Cox and BTC Broadband to

provide a standardized service with one carrier. The proposal offered by BTC was most favorable in all respects including an estimated \$8,500 annual savings for the first three years and an additional \$12,000 per year savings after the equipment is paid off, beginning the fourth year.

Mr. Kenneth Walters, Glenpool resident encouraged the Council to consider an exclusive agreement for the services with AT&T, noting that he was a retiree from AT&T.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Agee to approve a three-year Business Service Agreement with BTC Broadband for telecommunications service at a cost of approximately \$2,406 monthly.

**FOR:** Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

**AGAINST:** None

**Motion carried.**

**9) Discussion and possible action to approve a three-year equipment lease with BTC Broadband for a Mitel phone system and related call recording systems at a monthly cost of \$999.34 and \$2,880.00 in set-up fees.**

Mr. Kolman stated the equipment lease if approved will replace the existing telephones throughout all of city campuses thereby providing consistency in services in each department.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Agee to approve a three-year equipment lease with BTC Broadband for a Mitel phone system and related call recording systems as presented.

**FOR:** Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

**AGAINST:** None

**Motion carried.**

**10) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, the annual performance evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.**

Lowell Peterson, City Attorney explained that Council consideration of the annual city manager employment agreement was a two-part process. The first part had been completed. He recommended convening into Executive Session to discuss the second part.

**MOTION:** Councilor Lund moved, second by Councilor Agee to convene in Executive Session for the purpose stated.

**FOR:** Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** None

**Motion carried.**

City Councilors and the City Attorney exited to Executive Session. Mr. Kolman was eventually invited into Executive Session.

**11) Discussion and possible action to reconvene in Regular Session.**

**MOTION:** Councilor Agee moved, second by Councilor Lund to reconvene in Regular Session.

**FOR:** Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

**AGAINST:** None

**Motion carried.**

**12) Discussion and possible action to renew the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2017-2018, tabled from April 3, 2017 meeting.**

**MOTION:** Councilor Lund moved, second by Councilor Agee to renew the current City Manager Employment Agreement, as amended, including amendments discussed in Executive Session, for Fiscal Year 2017-2018.

**FOR:** Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay

**AGAINST:** None

**Motion carried.**

**L) Adjournment.**

- Meeting was adjourned at 8:21 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**MINUTES**  
**SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**AND THE GLENPOOL INDUSTRIAL AUTHORITY**

April 20, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:00 p.m., Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Brandon Kearns. Councilor/Trustee Patricia Agee and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief; and Paul Newton, Fire Chief. Lowell Peterson, City Attorney was absent.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

**1. Discussion concerning FY 2017-2018 Proposed Budget.**

Julie Casteen, Finance Director, presented a slide show representing the proposed capital fund expenses in all departments.

The next Budget Workshop is planned for Thursday, April 27 at 6:00 p.m. It will be the final workshop and the entire budget compilation will be presented for review and discussion.

- D) Workshop was adjourned at 6:25 p.m.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**MINUTES**  
**SPECIAL JOINT BUDGET WORKSHOP OF CITY COUNCIL**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**AND THE GLENPOOL INDUSTRIAL AUTHORITY**

April 27, 2017

The Special Joint Budget Workshop of the Glenpool City Council, Glenpool Utility Services Authority and the Glenpool Industrial Authority was held at 6:03 p.m., Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors/Trustees present: Mayor/Chairman Tim Fox; Vice Mayor/Chairman Momodou Ceesay, and Councilor/Trustee Patricia Agee. Councilor/Trustee Brandon Kearns and Councilor/Trustee Jacqueline Triplett-Lund were absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; and Rick Malone, City Planner.

- A) Mayor Fox called the meeting to order at 6:03 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Discussion:**

**1. Discussion concerning FY 2017-2018 Proposed Budget.**

Julie Casteen, Finance Director presented a slide show of the proposed FY 2017-2018 Budget and offered explanation on specific areas where Councilors requested further information.

- D) Workshop was adjourned at 6:29 p.m.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**STAFF REPORT**

To: HONORABLE MAYOR AND CITY COUNCIL  
From: Rick Malone, City Planner  
Date: May 1, 2017  
Subject: Appointing, or Re-Appointing, Interim Members of the Planning Commission to serve until adoption of Amended Zoning Regulations

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**Background:**

The current language in Title 11, Chapter 3 and Articles A & B of the City Zoning Regulations contains certain irregularities and errors with respect to the procedures for nomination and appointment of members of the Planning Commission and the Board of Adjustment, among other needed corrections. The current language directs both boards to elect a chair, vice chair and secretary, notwithstanding the practice that the City Planner functions as secretary. An omission in the Code, as written, fails to authorize the City Planner to call special meetings of either agency, which of course is a necessary practice on those occasions when a special meeting is called for.

Of immediate concern is the peculiar requirement that the three-year terms of Planning Commission/Board of Adjustment members expire at 6:30 p.m. on the second Monday in May.

This presently affects only members Shayne Buchanan and Debra Cutsor, whose terms, in accordance with the current regulations, will expire at the commencement of the PC/BOA meetings on May 8, 2017.

Staff has drafted substantial amendments to these requirements that, if adopted, will require the Council to commission the Mayor to present nominees to the Council by no later than the last June meeting in every year that one or more terms on the PC/BOA will expire on June 30 of that year. The Council will make appointments, or reappointments, by majority vote at that time. Terms for newly appointed, or reappointed, members will begin each year on July 1 and continue for three-year terms. The process, as presently drafted, will allow the Mayor to present nominees to the full Council for appointment or reappointment, as the case may be. The Council will also have the option to consider, and possibly amend, the practice that Planning Commission members serve as the Board of Adjustment. All amendments will, of course, require consideration by the Council in the context of the zoning regulation revision currently underway.

**Staff Recommendation:**

Staff recommends that the Council adopt the attached Resolution No. 17003 to appoint two members to the Planning Commission to serve only during the interim between May 8 and the



first opportunity of the Council to make permanent appointments following adoption of the amended zoning regulations.

Attachments:

- Resolution No. 17003

**RESOLUTION NO. 17003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL MAKING INTERIM APPOINTMENTS OF TWO MEMBERS TO THE CITY OF GLENPOOL PLANNING COMMISSION; AND MAKING INTERIM APPOINTMENTS OF TWO MEMBERS TO THE CITY OF GLENPOOL BOARD OF ADJUSTMENT, PENDING THE ADOPTION OF AMENDMENTS TO THE CITY OF GLENPOOL CODE, TITLE 11, ZONING REGULATIONS, UPON WHICH ADOPTION PERMANENT APPOINTMENTS WILL BE MADE OR INTERIM APPOINTMENTS WILL BE CONFIRMED AS PERMANENT MEMBERS IN ACCORDANCE WITH THE TERMS PRESCRIBED BY THE AMENDED ZONING REGULATIONS**

**WHEREAS**, Sections of the City Code, Title 11, Zoning Regulations, that pertain to the creation, membership and organization of the Planning Commission and the Board of Adjustment are ambiguous and inadequate with respect to facilitating the transition of members and officers; and

**WHEREAS**, A comprehensive revision of the Zoning Regulations is currently in progress with an anticipated date for consideration and possible action on June 19, 2017, or such other date as is practicable; and

**WHEREAS**, It is anticipated that the foregoing revision will include changes that affect the creation, membership and organization of the Planning Commission and the Board of Adjustment; and

**WHEREAS**, the terms of members Shayne Buchanan and Debra Cutsor are scheduled, under the current regulations, to expire at 6:30 p.m. on Monday, May 8; and

**WHEREAS**, It would be prudent and appropriate to make only interim appointments to fill the positions vacated by such expiration of terms until such time as the City Council can implement the amended zoning regulations.

**THEREFORE**, Be it ordained by the City Council of the City of Glenpool, **THAT**:

**Section 1.** The Mayor of the City of Glenpool shall and hereby does appoint \_\_\_\_\_ and \_\_\_\_\_ as interim appointments to the Glenpool Planning Commission to assume the membership of those vacancies created by the expiration of terms of Shayne Buchanan and Debra Cutsor on May 8, 2017.

**Section 2.** The Mayor of the City of Glenpool shall and hereby does nominate \_\_\_\_\_ and \_\_\_\_\_ as interim appointments to the Glenpool

Board of Adjustment to assume the membership of those vacancies created by the expiration of terms of Shayne Buchanan and Debra Cutsor on May 8, 2017.

**Section 3.** Upon an affirmative majority vote by a quorum of the City Council in its regular meeting on May 1, 2017, \_\_\_\_\_ and \_\_\_\_\_ shall be appointed on an interim basis to the Glenpool Planning Commission to assume the membership of those vacancies created by the expiration of terms of Shayne Buchanan and Debra Cutsor on May 8, 2017.

**Section 4.** Upon an affirmative majority vote by a quorum of the City Council in its regular meeting on May 1, 2017, \_\_\_\_\_ and \_\_\_\_\_ shall be appointed on an interim basis to the Glenpool Board of Adjustment to assume the membership of those vacancies created by the expiration of terms of Shayne Buchanan and Debra Cutsor on May 8, 2017.

**Section 5.** If one nominee fails to secure an affirmative majority vote by a quorum of the City Council on May 1, 2017, the City Council will vote to determine whether Shayne Buchanan or Debra Cutsor will continue to serve until such time as the City Council is prepared to consider another nominee(s).

**Section 6.** If both nominees fail to secure an affirmative majority vote by a quorum of the City Council on May 1, 2017, Shayne Buchanan and Debra Cutsor will continue to serve until such time as the City Council is prepared to consider other nominee(s).

**Section 7.** Persons appointed by the foregoing processes to the Planning Commission and the Board of Adjustment as interim members will serve from the date of their appointment until such time as the City Council implements and acts upon provisions of the forthcoming amended zoning regulations.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 1<sup>st</sup> day of May 2017.

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Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

Approved as to Form:

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Lowell Peterson, City Attorney



## STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL  
From: Lowell Peterson, City Attorney  
Date: May 1, 2017  
Subject: Ordinance Granting a 25-Year Franchise to Oklahoma Gas & Electric; and Resolution Calling for Special Election for Electors to Approve Ordinance

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### Background:

As authorized by Title 11 § 22-104 of the Oklahoma Statutes, Glenpool provides electrical utility services to its citizens by virtue of a franchise agreement with Oklahoma Gas & Electric Company (OG&E). The franchise agreement is codified in the form of a City Ordinance. In addition, the Oklahoma Constitution, at Article 18 § 5(a), requires that any such franchise must be approved by a majority of the qualified electors residing within City limits at a special election called for that purpose. If the franchise ordinance is approved by the voters, the Constitution also limits the term to no longer than 25 years.

The City approved a franchise ordinance with OG&E for 25 years dated August 2, 1993, that was approved by the voters at special election on October 12, 1993. The Ordinance will expire on October 11, 2018. OG&E has requested that the City draft a new (renewal) ordinance and schedule a special election for its.

The terms and conditions of the proposed new ordinance and the 1993 are identical:

The City grants to OG&E the **non-exclusive** right and authority to produce, transmit, distribute and sell electricity within the City limits and to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment as needed to carry out those services. Electric service rates are set by OG&E with the approval and oversight of the Corporation Commission. OG&E agrees to pay to the City an annual franchise fee equal to three percent (3%) of its gross revenues from the sale of electricity in Glenpool. The franchise fee is paid in lieu of any other obligation to the City except: (a) ad valorem taxes; and (b) a promise to furnish the City its electricity usage at no charge for the operation of traffic signal lights and buildings occupied and operated by the City for municipal purposes up to a maximum amount of one-half of one percent (0.5%) of the kilowatt-hours sold by OG&E to customers within the City during the preceding fiscal year.

The Ordinance, a separate Resolution and Special Election Proclamation are included to facilitate submitting the Ordinance to the qualified electors of the City for their approval or disapproval, such election to be at OG&E's sole cost. The election will be held on August 8, 2017, between the hours of 7:00 a.m. and 7:00 p.m. If a majority of the qualified electors of the City vote to

approve the Ordinance, it will become effective upon expiration of the current ordinance. If the ballot fails, the Ordinance will be null and void and OG&E will have no franchise in Glenpool.

Staff Recommendation:

Staff recommends that the Council adopt the attached Ordinance in order to appropriate the benefits of OG&E service to the citizens of Glenpool, and to receive the benefits of the 3% franchise fee and the provision of electricity at no cost.

Attachments:

- Ordinance No. 735
- Resolution No. 17001
- Special Election Proclamation and Notice

## **ORDINANCE NO.735**

AN ORDINANCE GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS OR WAYS IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE APPROVAL AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND ORDERING AN ELECTION

**WHEREAS**, Title 11 § 22-104 of the Oklahoma Statutes authorizes every municipality in the State to engage in any business or enterprise which may be engaged in by a person, firm or corporation by virtue of a franchise from the municipality and to do all things necessary and proper in the discretion of the governing body of the municipality pursuant to the authority granted to it by the Constitution and laws of this state to maintain said business or enterprise for the benefit of the municipality; and

**WHEREAS**, the Oklahoma Constitution, at Article 18 § 5(a), provides that no municipal corporation shall ever grant, extend, or renew a franchise, without the approval of a majority of the qualified electors residing within its corporate limits, who shall vote thereon at a general or special election; and further provides that the legislative body of any such municipal corporation may call a special election for the purpose of submitting such franchise for approval or disapproval to such elector at any time upon thirty days' notice; provided that no franchise shall be granted, extended or renewed for a longer term than twenty-five years; and

**WHEREAS**, Title 11 § 16-112 of the Oklahoma Statutes provides that, when the governing body of a municipality shall deem it advisable, it may, by resolution or ordinance, authorize the mayor to call a special election on a date established in § 3-101 of Title 26 of the Oklahoma Statutes for the purpose of submitting to the registered voters of the municipality the question of granting any franchise; and

**WHEREAS**, Title 26 § 3-101 of the Oklahoma Statutes provides that no election required to be conducted by any county election board shall be scheduled for a day other than a Tuesday; and no election for any purpose other than to fill an elective office shall be held by any municipality except on the second Tuesday of January, February, May, June, July, August, September, October or November or the first Tuesday in March or April in an odd-numbered year; and

**WHEREAS**, Title 11 § 16-113 of the Oklahoma Statutes provides that the ballot for a special election shall be prepared by the secretary of the county election board and shall set forth the proposition or propositions to be voted upon and, if more than one proposition is submitted, they shall be arranged so that each proposition may be voted upon separately.

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

SECTION 1. The Word "City" as hereinafter used shall mean and designate the City of Glenpool, Tulsa County, Oklahoma, and the word "Company" as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.

SECTION 2.

(a) The City hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the City for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in each and every part of said City for the purpose of producing, transmitting, distributing and selling electricity to the City, its inhabitants, and to the public generally.

(b) The non-exclusive franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the qualified electors of the City and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years.

(c) Nothing in this Ordinance shall be construed to prevent the City from granting an electric franchise to any other person, firm, or corporation.

SECTION 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.

SECTION 4. The Company shall defend and indemnify the City against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the City.

SECTION 5. Electric service provided hereunder to the City, its inhabitants, and to the public generally, and rates charged therefor, shall be in accordance with orders, rules and regulations of the Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

SECTION 6. The Company shall have the right to assign this non-exclusive franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the Clerk of the City.



## SECTION 7.

(a) From and after the approval and acceptance of this non-exclusive franchise, and in consideration of the granting of this non-exclusive franchise, the Company agrees to pay and shall pay to the City an annual franchise fee in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the City, such payment to be made on or before the 25<sup>th</sup> day of July of each year, after deducting therefrom any amount due the Company from the City.

(b) The Company shall abide by any order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise fee on electric bills to customers.

(c) Such franchise fees paid by the Company to the City shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes.

SECTION 8. The Company shall furnish to the City without charge each fiscal year during the term hereof electric current to be used exclusively by the City for operation of traffic signal lights and buildings occupied and operated by the City for municipal purposes, to be applied by the Company as a credit to billings to the City, provided that such electric current shall not exceed one-half of one percent (0.5%) of the kilowatt-hours sold by the Company to customers within the corporate limits of the City during the preceding fiscal year.

SECTION 9. A special election is hereby called for the purpose of submitting this Ordinance to the qualified electors of the City residing within its corporate limits for their approval or disapproval, provided the Company shall pay the cost of such election. The election shall be held on the 8th day of August 2017, between the hours of 7:00 a.m. and 7:00 p.m. The Mayor of the City Council is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary for holding the election and for the submission of this Ordinance to the qualified electors of the City. If a majority of the qualified electors of the City voting thereon fail to approve this non-exclusive franchise at said election, no rights shall accrue hereunder.

SECTION 10. In case the non-exclusive franchise hereby granted is approved at said election, the Company shall, within thirty (30) days from the date of such approval, file with the Clerk of the City, in writing, its acceptance. In the event the Company fails to accept within the said period, such failure shall be deemed a rejection of the franchise.

SECTION 11. The non-exclusive franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the Company.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 1<sup>st</sup> day of May 2017.

---

Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

[SEAL]

Approved as to Form:

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Lowell Peterson, City Attorney

## **RESOLUTION NO. 17001**

A RESOLUTION CALLING FOR A SPECIAL ELECTION IN THE CITY OF GLENPOOL, OKLAHOMA, ON AUGUST 8, 2017, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GLENPOOL THE QUESTION OF WHETHER AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR PURPOSES OF PRODUCING, TRANSMITTING AND DISTRIBUTING ELECTRICITY IN THE CITY OF GLENPOOL SHALL BE APPROVED; AUTHORIZING THE MAYOR TO CALL THE ELECTION BY PROCLAMATION AND REQUESTING THE TULSA COUNTY ELECTION BOARD TO CONDUCT THE ELECTION.

**WHEREAS**, on the 1st day of May 2017, the City Council of the City of Glenpool, Oklahoma, approved Ordinance No. 735, which grants a non-exclusive franchise to Oklahoma Gas and Electric Company for purposes of producing, transmitting, and distributing electricity in the City of Glenpool; and,

**WHEREAS**, in order to become effective, the Ordinance granting the non-exclusive franchise must be approved by a majority of the voters voting on said issue at an election held for that purpose.

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

1. That the issue of approval of Ordinance No. 735, which grants a non-exclusive franchise to Oklahoma Gas and Electric Company, be submitted to the qualified electors of the City of Glenpool, Oklahoma, on August 8, 2017.

2. That the Tulsa County Election Board be and they hereby are requested to hold a special election in the City of Glenpool, Oklahoma, for submission of the question of the approval of Ordinance No. 735 to the qualified electors in accordance with the applicable laws of the State of Oklahoma and the City ordinances of Glenpool, Oklahoma.

3. That the Mayor is hereby authorized to issue a proclamation calling the election and giving notice of election as provided by law. The proclamation shall set forth the proposition to be voted upon in the form of the ballot.

4. That the election shall be conducted citywide with polls remaining open between 7:00 a.m. to 7:00 p.m.

5. All precincts totally or partially contained within the city limits of Glenpool, Oklahoma, shall be open for the election. Each precinct election board shall be the same as for the state and county elections, provided, however, that substitutions, if necessary, shall be made by the Tulsa County Election Board.

6. That the laws governing state and county elections shall be applicable to this election.

The foregoing Resolution was duly adopted and approved by the City Council of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May 2017.

SIGNED by the Mayor of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May 2017.

---

Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

[SEAL]

Approved as to Form:

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Lowell Peterson, City Attorney

## **SPECIAL ELECTION PROCLAMATION AND NOTICE**

By virtue of the authority vested in me by the Constitution and laws of the State of Oklahoma, and the provisions of Ordinance Number 735, duly passed by the City Council of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May, 2017, public notice is hereby given that a special election is hereby called, ordered and proclaimed to be held in said City of Glenpool, Oklahoma, on the 8<sup>th</sup> day of August, 2017, for the purpose of submitting to the qualified electors residing within the corporate limits of Glenpool, Oklahoma, the following proposition, to wit:

"Shall a non-exclusive franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the City and to sell electricity therein for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the City for such purposes, for a period of twenty-five (25) years; providing compensation to the City; in accordance with the terms of Ordinance Number 735, passed and approved by the City Council of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May 2017?"

The ballot to be used at said election shall be substantially as follows:

"Shall a non-exclusive franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the City and to sell electricity therein for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the City for such purposes, for a period of twenty-five (25) years; providing compensation to the City; in accordance with the terms of Ordinance Number 735, passed and approved by the City Council of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May 2017?"

☐

**FOR THE PROPOSITION – YES**

☐

**AGAINST THE PROPOSITION – NO**

If the voter desires to vote for the above Proposition, the voter shall clearly mark the box to the left of the statement "FOR THE PROPOSITION - YES," or by such other designation as prescribed by the Tulsa County Election Board.

If the voter desires to vote against the above Proposition, the voter shall clearly mark the box to the left of the statement "AGAINST THE PROCLAMATION - NO," or by such other designation as prescribed by the Tulsa County Election Board.

The polls for said election shall be opened at 7:00 a.m. and shall remain open until 7:00 p.m. on said 8<sup>th</sup> day of August, 2017.

The number and location of the polling places for said election shall be the same as the regular precinct polling places as designated for statewide and local elections by the Tulsa County Election Board. The persons who shall conduct said election shall be those officers designated by the Tulsa County Election Board, which officers shall also act as counters and certify the election results as required by law.

The results of said election shall be returned to and canvassed by the Tulsa County Election Board, State of Oklahoma, pursuant to the laws of the State of Oklahoma in such cases made and provided.

Given under my hand and seal at the City of Glenpool, Oklahoma, this 12th day of May 2017.

---

Timothy Lee Fox, Mayor

Attest:

---

Susan White, City Clerk

[SEAL]

Approved as to Form:

---

Lowell Peterson, City Attorney

**TO SECRETARY OF COUNTY ELECTION BOARD  
TULSA COUNTY, OKLAHOMA**

The City Council of the City of Glenpool, Tulsa County, Oklahoma, has by Ordinance Number 735, dated the 1<sup>st</sup> day of May 2017, called, ordered, and proclaimed a special election for the purpose of submitting to the qualified electors residing within the corporate limits of Glenpool, Oklahoma, the following proposition, to wit:

"Shall a non-exclusive franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the City and to sell electricity therein for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds or ways in the City for such purposes, for a period of twenty-five (25) years; providing compensation to the City; in accordance with the terms of Ordinance Number 735, passed and approved by the City Council of the City of Glenpool, Oklahoma, on the 1<sup>st</sup> day of May 2017 ?"

Attached is a copy of the Special Election Proclamation, dated the 12<sup>th</sup> day of May 2017, and a copy of Ordinance Number 735, dated the 1<sup>st</sup> day of May 2017.

---

Timothy Lee Fox, Mayor

Attest:

---

Susan White, City Clerk

[SEAL]

Approved as to Form:

---

Lowell Peterson, City Attorney)



To: HONORABLE MAYOR AND CITY COUNCIL  
From: Roger Kolman, City Manager  
Date: May 1, 2017  
Subject: NLC Service Line Warranty Program

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Background:

The National League of Cities partners with Utility Service Partners, Inc. to provide a utility service line warranty program to over 350 local governments across the U.S. Currently there are 7 participating municipalities in Oklahoma, with the City of Tulsa being the closest in location to Glenpool.

**Benefits**

The utility service line warranty program is basically an insurance program for homeowners to assist with the costs of repair/replacement of water/wastewater service lines belonging to the homeowner. The warranty program allows a homeowner (subscriber) to contact one entity when they have a problem, rather than go through the city and then try to find a plumber to assist them. The warranty provider will directly hire the licensed and bonded plumber for the homeowner and pay the costs of the service up to \$4,000.

**Costs**

The cost of the warranty to the homeowner is \$7.75/month for sewer line coverage and \$5.75/month for waterline coverage. For an additional \$9.99/month, homeowners may also purchase a warranty on in-home plumbing as well.

In exchange for utilizing the city's customer list to market the program, Utility Service Partners, Inc. will pay the city \$.50/month on each active service account. These revenues may be used for any governmental purpose, but can be restricted to specific items, i.e. parks and recreation or water and sewer maintenance.

**Results**

The City of Tulsa has been a partner in this program since 2014 and has seen the following results to date:

- 19,952 homeowners participating
- 3,414 claims paid with 0 claims denied
- \$1.1 million in paid sewer line claims and \$321k in paid water line claims

Staff Recommendation:

Staff recommends approval of this request.

Attachments:

- Product Marketing Agreement
- NLC Service Line Warranty Program Term Sheet



# City Of Glenpool

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*Creating Opportunity*

- Utility Service Partners, Inc. presentation to Glenpool City Council
- NLC Service Line "Why Should My City Offer This Program?" brochure

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into as of \_\_\_\_\_, 2017, ("**Effective Date**"), by, between and among the City of Glenpool, Oklahoma ("**City**"), the Glenpool Utility Services Authority ("**GUSA**", and together with City, "**Glenpool**") and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), each herein referred to singularly as "**Party**" and collectively as the "**Parties**."

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner(s)**"); and

**WHEREAS**, Glenpool desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

**WHEREAS**, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Glenpool hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** Glenpool hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Notwithstanding the foregoing non-exclusivity of licensing of City's name and logo to entities or businesses other than direct competitors with Company, Glenpool agrees that it will not extend a similar license to any direct competitor of Company during the Term and any Renewal Term of this Agreement. For purposes of this provision, "direct competitor" means any business or entity engaged in the marketing or sale of products and/or services substantially similar to the National League of Cities Service Line Warranty. In the event that Glenpool extends a similar license to any direct competitor of Company during the Term and any Renewal Term of this Agreement, Company may immediately terminate this Agreement.

3. **Term.**

- A. The term of this Agreement ("**Term**") shall be for up to three (3) years from the Effective Date, provided that the Term shall expire no later than June 30, 2020. The Agreement will renew for additional one (1) year terms ("**Renewal Term(s)**"), commencing July 1, 2020, so long as neither one of the Parties gives the other Party written notice at least ninety (90) days prior to the end of the Term or of a Renewal Term that the notifying Party intends to terminate this Agreement.
- B. In the event that Company is in material breach of this Agreement, Glenpool may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to Authority a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30, 2018. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30 of the succeeding year. Authority will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City and GUSA, their respective elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services related to the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To: CITY/GUSA:**  
ATTN: Roger Kolman, City Manager  
City of Glenpool  
12205 S. Yukon Ave.  
Glenpool, OK 74033  
Phone: (918) 209-4645

**To: COMPANY:**  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** All representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of Glenpool, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Oklahoma. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF GLENPOOL**

\_\_\_\_\_  
Name:

Title:

**GLENPOOL UTILITY SERVICES AUTHORITY**

\_\_\_\_\_  
Name:

Title:

Attest:

\_\_\_\_\_  
Susan White, City and GUSA Clerk

Approved:

\_\_\_\_\_  
Lowell Peterson, City and GUSA Attorney

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

\_\_\_\_\_  
Name:

Title:

**Exhibit A**  
NLC Service Line Warranty Program  
City of Glenpool/Glenpool Utility Services Authority  
Term Sheet

I. Initial Term: From the Effective Date, as defined in the Agreement to and including June 30, 2020.

II. License Fee: \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water line warranty (initially, \$5.75 per month; \$64.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided that any such adjustment shall not exceed \$.50 per year unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the municipal main tap until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the meter and/or curb box until it daylights inside home, which includes the service line under the concrete floor.
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed, provided that any marketing communications with residents of the City shall be pre-approved by the City. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.



# City of Glenpool, OK



*we promise*



Ashley Shiwarski

724-749-1097

[ashiwarski@utilitysp.net](mailto:ashiwarski@utilitysp.net)





## WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for  
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner  
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

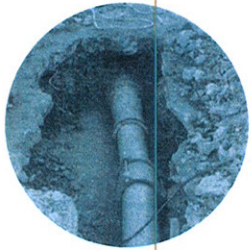
— Clarence Anthony, Executive Director  
National League of Cities



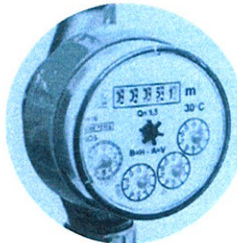
### PROGRAM BENEFITS

- Only Service Line Program Partnered with the Indian Nationals Council of Governments (INCOG) and the Oklahoma Municipal League
- Helps address the public policy issue of aging infrastructure
- No cost for the City/Town to participate
- Ongoing Revenue Stream for the City/Town
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

## OUR SERVICE AND WHAT IT COVERS



SEWER LATERAL  
COVERAGE



WATER LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

### Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$4,000 coverage per repair incident
- Additional allowance for public street (\$4,000) and public sidewalk (\$500) repair
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



## OUR SERVICE AND WHAT IT COVERS



### INTERIOR PLUMBING AND DRAINAGE


Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

### Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time



## Service Line Warranty Program



OVER 350 MUNICIPAL PARTNERS IN 34 STATES

....INCLUDING 7 IN THE STATE OF OKLAHOMA

Alabama  
Arkansas  
Arizona  
California  
Colorado  
Connecticut  
Florida  
Georgia  
Iowa  
Illinois  
Indiana  
Kansas



Oklahoma  
Oregon  
Pennsylvania  
South Carolina  
South Dakota  
Texas  
Utah  
Virginia  
West Virginia  
Wisconsin  
Wyoming



## CURRENT OKLAHOMA PARTNERS

### *Indian Nations Council of Governments*

#### *Oklahoma Municipal League*

City of Guthrie

City of Elgin

City of Stillwater

City of Moore

City of Lawton

City of Eufaula

City of Tulsa

### SUCCESS IN ARIZONA

- Over 30,000 Oklahoma residents have enrolled in the water, sewer, and/or in-home plumbing warranties
- Over 2 million paid in repair costs
- Over 99% of claims approved



## Service Line Warranty Program



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## NLC Service Line Warranty

# WHY SHOULD MY CITY offer this program?

## Aging infrastructure can be a hassle for homeowners.



- In 2013, the American Society of Civil Engineers (ASCE) rated America's water and wastewater infrastructure with a D, with an estimate of more than \$3 trillion of investments needed across the nation.
- Your homeowners' private lines are subjected to the same elements — root invasion, ground shifting, fluctuating temperatures and more.
- There are 650 water main breaks per day in the U.S., resulting in a daily loss of 7 billion gallons of water.<sup>1</sup>
- Household leaks can waste more than 1 trillion gallons annually nationwide. That's equal to the annual household water use of more than 11 million homes.<sup>2</sup>



## Most homeowners don't have enough savings to cover emergency expenses.

- When water and sewer lines break, many homeowners believe the responsibility to repair them lies with the city.
- When water or sewer lines fail, it can cost a homeowner thousands of dollars to repair.
- Studies<sup>3</sup> show that most Americans don't have enough savings to cover this type of unexpected and expensive repair bill.

<sup>1</sup> According to a report sponsored by the National Association of Water Companies and the U.S. Chamber of Commerce. [waterisyourbusiness.org](http://waterisyourbusiness.org)

<sup>2</sup> [epa.gov/WaterSense/pubs/fixleak.html](http://epa.gov/WaterSense/pubs/fixleak.html)

<sup>3</sup> Bankrate.com



# WHY CHOOSE TO PARTNER WITH THE NLC Service Line Warranty Program?

- At no cost to the city, the National League of Cities (NLC) Service Line Warranty allows homeowners to purchase affordable protection for their in-home plumbing, water and sewer lines that will cover the cost of repairing leaks, breaks and clogs.
- The program features generous coverage amounts, and there is never a service fee or deductible. There are no annual or lifetime limits — just peace of mind for the homeowner.
- We are the only warranty program endorsed by the NLC.
- Contractors dispatched to the homeowner's residence undergo a rigorous background check conducted by a third-party compliance management firm before being accepted into the network.
- Contractors are local to the community into which the program has been introduced to help keep money in the local economy.



## RECOGNITION & ACKNOWLEDGEMENTS

- We have maintained a customer satisfaction rating of greater than **95%** for more than a decade.
- **9 of 10** surveyed customers have recommended the program to friends, family and neighbors.
- Over **97%** of submitted claims are approved.
- 2014 Pennsylvania Municipal League Business/Community Partnership Award recipient.
- 2013 winner of the Western Pennsylvania Better Business Bureau Torch Award for Marketplace Ethics.



**BBB Torch Award for  
Marketplace Ethics**  
Trust • Performance • Integrity  
2013 Winner  
Western Pennsylvania Better Business Bureau®



**Utility  
Service**  
Partners, Inc.  
Program Administrator

# Memo

To: Honorable Mayor and City Council  
From: Paul Newton, Fire Chief  
CC: File  
Date: 05/01/17  
Re: Rescue Pumper Replacement

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## **Background:**

This project was identified as the first fire department vehicle for replacement under Proposition Two, Move Glenpool Forward. It was submitted with an estimated budget of \$900,000.00. The vehicle will carry the bulk of our rescue equipment while maintaining its status as a pumper. Additionally, it can be counted as part of a “service company” for ISO grading.

Staff worked closely with the vendor developing this specification and has toured the manufacturing plant in Louisiana to complete preliminary engineering. If approved, staff will make additional trips to the factory for final engineering and acceptance testing prior to delivery. Current projections suggest delivery can be accomplished in 300 days or less.

## **Staff Recommendation:**

After many months of evaluation, the Fire Department’s Apparatus Committee, has recommended the following option for the replacement of our 1995 Rescue Pumper.

- One (1) New Ferrara Inferno MVP Custom Rescue Pumper and NFPA partial equipment for Pumper per NFPA 1901 \$693,296.00
- One (1) Loose Equipment Package: \$95,671.00
- Contingency for any changes during final engineering: \$20,000.00
- Total cost prior to financing: \$808,967.00





## QUOTATION

Glenpool Fire Department  
14536 South Elwood Avenue  
Glenpool, OK 74033  
918-322-2172

FFA Direct: Jim Stover  
RSM: Dave Carlton  
Inside Rep: John "Stevie" Stiles

Exp. Date: 12/21/2016  
Quote No: 10299-0009  
02/14/2017

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PART NO	DESCRIPTION	QTY
	<b>== Legals - Pumpers - 1606.001 06/03/16 ==</b>	<b>1</b>
00-12-0620	Principal Dimensions	1
	Overall Length: 35' 3-1/2"	
	Overall Height: 10' 7"	
	Wheelbase: 223"	
	Cab to Axle: 155"	
00-14-0620	Drawings - Approval	1
00-16-0220	Pre-Construction Conference - Factory, Airfare/Lodging/Meals Per Person	2
00-16-6220	Final Inspection - Factory (Airfare/Lodging/Meals) Per Person	2
00-18-1820	Delivery Time: Calendar Days	300
00-18-2020	Vehicle Familiarization & Demonstration	1
	<b>== CHASSIS - MVP 750 Gallon - 1606.001 06/03/16 ==</b>	<b>1</b>
00-B2-0620	Custom XD Full Tilt Cab - INFERNO MVP	1
	<b>WHEELBASE / FRAMERAILS / COMPONENTS / ACCESSORIES</b>	<b>1</b>
02-A2-4020	Wheelbase - 223"	1
02-A4-0420	Framerail - Double	1
02-A4-2020	Paint - Frame Rail, Gloss Black	1
02-A6-1420	Tow Hooks - Chrome, Below the Bumper	1
	<b>FRONT BUMPERS / COMPONENTS / ACCESSORIES</b>	<b>1</b>
02-B2-1420	Front Bumper - 12" High, Steel Channel Style Note: The exterior face of the front bumper shall be finished in Black "F-Shield"	1
02-B4-0220	Recessed Pockets - Front Bumper Sides	1
02-C4-2220	Front Bumper Extension - 24"	1
02-D2-0220	Gravelshield - Front Bumper Extension Note: The front bumper gravelshield shall be finished in Black "F-Shield"	1
02-D4-0420	Compartment - Front Bumper, Driver's Side Note: The front bumper compartment interior's shall be finished in Black "F-Shield"	1
02-D4-0620	Compartment - Front Bumper, Center Note: The front bumper compartment interior's shall be finished in Black "F-Shield"	1
02-D4-1220	Compartment - Front Bumper, Officer's Side Note: The front bumper compartment interior's shall be finished in Black "F-Shield"	1
02-E6-1020	Cover - Flat Aluminum T/P, Center Compartment The center bumper compartment shall have a flat hinged aluminum tread plate cover to secure the contents of the lower section of the front bumper compartment.	1

PART NO	DESCRIPTION	QTY
	Lid shall be for lower area between air horns creating a compartment for storage of pre-connected DJ hose.	
	Note: The front bumper compartment lids shall be finished in Black "F-Shield"	
02-E6-1025	Center Front Bumper Compartment Access Door The center section of the front bumper, between the air horns, shall have a hinged steel door to access the pre-connected hose stored in the lower portion of the center front bumper compartment.  The exterior face of this door shall be trimmed in Black "F-Shield" to match the exterior face of the front bumper. The interior face of this door shall be finished in Black "F-Shield".	1
02-E6-4020	Cover - Raised Aluminum T/P, Full Length Lid shall be raised high enough to clear cutter and spreader stored over center compartment lid. Note: Raised cover shall not obstruct the headlights or warning lights.  Note: The front bumper compartment lids shall be finished in Black "F-Shield"	1
02-K2-6420	Receiver Hitches (3) - Left/Right/Rear of Body, Class 4 A warning label permanently affixed in close proximity of the receiver shall be installed stating manufacturers suggested maximum load rating.	1
02-K4-1020	Winch - Portable, Warn 9,000 Pound XD9000i	1
02-K6-0620	Additional 12V Power Connectors (3) - Portable Winch	1
02-M6-4020	Mechanical Siren - DS Pedestal Mount (P7), Federal Q2B	1
02-M8-0220	Siren Wiring - Active in Response Mode Only	1
02-M8-1020	Switches - Siren (2), Driver/Officer Side Floor	1
02-P2-0420	Air Horn - PS Thru Bumper (P2)	1
02-P2-1020	Air Horn - DS Thru Bumper (P6)	1
02-P6-0820	"Y" Lanyard Control - (1) Centered Between Driver / Officer	2
02-P8-0420	Air Horn Wiring - Active All Modes	1
02-R2-0220	Speaker - PS Thru Bumper (P1)	1
02-R2-1420	Speaker - DS Thru Bumper (P7)	1
02-R4-2020	Siren Speaker - Whelen SA123BMC	2
02-S2-0620	Bell - Manual Chrome w/Fleur-De-Lis Location: P1, Passenger Side Outboard Corner of Gravelshield	1
	Pull Chord to be routed through the chassis face and terminate to the officer side of the center dash.	
	<b>FRONT AXLES / COMPONENTS / ACCESSORIES</b>	1
04-A2-1020	Front Axle - 23,000 Pounds, Meritor MFS-20	1
04-A6-0620	Steering System - TRW, Over 21,500 Pounds	1
04-A8-0220	Chassis Alignment	1
04-B2-1220	Front Suspension - 23,000 Pounds, Parabolic	1
04-C2-0620	Front Brakes - Disc, Meritor EX-225	1
04-C4-0220	Cramp Angle - 41 Degrees	1
04-D4-1420	Front Tires - Michelin 425/65R 22.5 "L" XFE 23,000 Pounds	1
04-E2-2820	Front Wheels - Aluminum (425 Tires) Note: Front Wheels shall be Powder Coated Matte Black	1
04-E4-0220	Wheel Trim - Front, Baby Moons/Lug Nut Covers Note: Front Wheel Trim shall be powder coat finished Matte Black	1
04-E4-2020	Mud Flaps - Front	1
	<b>SINGLE REAR AXLES / COMPONENTS / ACCESSORIES</b>	1
04-G2-0820	Rear Axle - 31,500 Pounds, Meritor RS-30-185	1
04-K2-8220	Rear Suspension - 31,500 Pounds, Spring	1

PART NO	DESCRIPTION	QTY
04-M2-0220	Standard Differential - Single Axle	1
04-M6-0420	Vehicle Top Speed: 60-62 MPH	1
04-P2-0220	Rear Brakes - S-Cam 16-1/2" x 7"	1
04-R4-1020	Rear Tires - Michelin 315/80R22.5 "L" XDN2 GRIP 31,500 Pounds	1
04-S2-2420	Rear Wheels - Aluminum (315 Tires)	1
	Note: Rear Wheels shall be Powder Coated Matte Black	
04-S6-1220	Tire Pressure Monitor (Single Rear Axles) - LED Alert	1
04-T2-0220	Wheel Trim - Rear, Lincoln Hats	1
	Note: Rear Wheel Trim shall be powder coat finished Matte Black	
04-T8-0220	Automatic Tire Chains - On Spot	1
	<b>AIR BRAKE SYSTEM / COMPONENTS</b>	<b>1</b>
06-A2-0220	Harness and Hose Routing System	1
06-A2-0620	Air Brake System - Color Coded Nylon w/Pull Cord Drain Valves	1
06-A2-4020	Chassis Air System Fittings - Push-Lock Type	1
06-A4-4020	ABS/ATC/ESC System - SINGLE AXLE	1
06-B4-2420	Air Dryer - Wabco System Saver 1200	1
06-B4-6020	Air Inlet - Driver's Step Well	1
	<b>ENGINES / COMPONENTS / ACCESSORIES</b>	<b>1</b>
08-A4-0620	Engine - 500 HP, Cummins ISX12 (EPA 2016)	1
08-B2-0420	Engine Brake - Cummins ISX Engine	1
	<b>ENGINE / COMPONENTS / COOLING SYSTEM - ISX</b>	<b>1</b>
08-C2-0220	Cooling System - Cummins Engine	1
08-C2-1220	Cooling System Fan - Cummins ISX	1
08-C2-2620	Radiator Coolant - Extended Life	1
08-C2-4020	Coolant Hoses - Silicone	1
08-C2-4620	Coolant Hose Clamps - Constant Tension	1
08-C2-6020	Auxiliary Engine Cooler	1
	<b>ENGINE / COMPONENTS / CHARGING SYSTEMS</b>	<b>1</b>
08-D2-2220	Alternator - 430 AMP, Delco Remy 55SI	1
08-E2-0620	Battery System - 6 Group 31	1
08-E4-0220	Battery Boxes - Stainless Steel	1
08-E4-4220	Battery Jumper Studs	1
08-E4-6220	Termination Point - Battery Box	1
08-E6-0220	Battery Master Load Disconnect	1
08-E6-0420	Total System Manager w/High Idle - Class 1	1
08-E8-0620	Battery Charger - Auto Charge 1200, Kussmaul 091-187-12-REMOTE	1
08-G4-2020	Receptacle - Kussmaul 20 AMP Super Auto-Eject 091-55-20-120	1
	Location: Above driver's side cab wheel well	
08-G6-0220	Cover - Super Auto Eject Yellow, Kussmaul 091-55YW	1
08-G8-2020	Digital Display - Remote, Kussmaul 091-199-01	1
	Location: Adjacent to batter power disconnect	
08-G8-8220	Plate - Shore Power Inlet	1
	<b>TRANSMISSION / COMPONENTS / ACCESSORIES</b>	<b>1</b>
10-A2-1220	Transmission - Allison 4000 EVS	1
10-A4-0620	Transmission Push Button Shifter - 5 Speed	1
10-H2-0420	Driveline - 1810 Series	1
10-H4-1820	Fire Pump Installation	1

PART NO	DESCRIPTION	QTY
<b>FUEL SYSTEM / COMPONENTS - ISX</b>		<b>1</b>
10-J2-0620	Fuel Tank - 65 Gallon	1
10-J4-0220	Fuel Lines - Reinforced Wire Braided	1
10-J4-0420	Valve - Fuel Shutoff	1
10-J4-0820	Fuel Filter - Secondary Filter	1
10-J4-2420	Fuel Water Separator - Primary Filter, Racor 3150R	1
10-J6-0820	DEF System w/5 Gallon Tank - Left Rear Under Cab	1
10-J8-2020	DEF Fill w/Door - Left Crew Cab Extension	1
10-M2-0820	Exhaust System - EPA 13 Particulate Filter/SCR	1
<b>CAB CONFIGURATIONS - INFERNO XD - SMFD thru XLFD</b>		<b>1</b>
12-E8-1820	Custom XD 100" LFD Cab w/18" Raised Roof (Raised Dog House) Note: The lower cab steps, the cab fenderettes and the cab exterior grab rails and stanchions shall be finished in Black "F-Shield". All exterior cab ground handles shall be finished in Black "F-Shield"	1
***NOTE: THE CAB HEIGHT SHALL MATCH THE BODY HEIGHT ***		
12-P2-1020	Cab Doors - Full Length, 4 Door Raised Roof Cab	1
12-P4-0420	Cab Door Hinges - Piano	1
12-P6-1220	Cab Door Locks - Electric (4 Door Cab)	1
12-P8-1020	Window Regulators - Electric (4 Door Cab)	1
12-R2-1800	DELETE FIXED WINDOW - LEFT SIDE	1
12-R2-2000	DELETE FIXED WINDOW - RIGHT SIDE	1
12-R4-0420	Cab Tilt Lock Suspension (Full Tilt Cab)	1
12-R4-2220	Cab Tilt Electric Pump w/Manual Back-Up (Standard Location)	1
<b>CUSTOM CAB - EXTERIOR PAINT FINISH</b>		<b>1</b>
12-T2-0420	Paint - Custom Cab, Two Tone	1
12-T2-0620	Upper Cab Paint Finish	1
12-T4-1420	Upper Cab Paint Color/Code: Black 99	1
12-T6-0220	Primary/Lower Cab Paint Finish	1
12-T6-0620	Primary/Lower Paint Color/Code: Red 854008	1
12-T8-0220	Two-Tone Cab Break Line Stripe: Black	1
<b>CUSTOM CAB - EXTERIOR TRIM COMPONENTS</b>		<b>1</b>
14-A2-0820	Custom Front Grille - Cast Aluminum, Lighted The front grille shall be personalized that reads "GLENPOOL" with backlit Red LED lights activated by the battery on/off switch.  Note: The exterior face of the cab grill shall be finished in Black "F-Shield"	1
14-A2-1420	Side Grille w/Ember Separator - Notched Right Side Note: The side grill/ember separator shall be finished in Black "F-Shield"	1
14-A4-1020	Cab Mirrors - Rosco Integrastyle Heated/Remote Two (2) brow mounted Rosco Integrastyle mirror, model ASM04100003, heated/ remote mirrors shall be installed.	1
14-A6-2220	Exterior Trim - Rear Step Well w/Hinged Battery Access Doors	1
14-A6-4620	Auxiliary Cab Steps - All Doors	1
14-A6-8220	Exterior Trim - Tread Plate, Back of Cab Note: The tread plate on the back on the cab shall be finished in Black "F-Shield"	1
<b>CUSTOM CAB - INTERIOR TRIM COMPONENTS</b>		<b>1</b>
14-G2-1020	Corrosion Protection/Sound Deadening - "F-Shield"	1
14-G4-0220	Interior Cab Finish - "F-Shield" Dark Gray	1

PART NO	DESCRIPTION	QTY
14-G4-2220	Interior Trim - Gray Floor Mats/Engine Tunnel Covering	1
14-G4-6420	Interior Trim - Sprayed Aluminum, Rear Wall	1
14-G6-0420	Interior Trim - Grab Handles (4 Door Cab)	1
14-G6-4020	Interior Trim - Officer's Dash, Glove Box	1
14-G6-6020	Interior Trim - Sun Visors (3)	1
14-H2-0820	Interior Trim - Upper Door Panels "F-Shield" (4 Door Cab)	1
14-H2-8220	Interior Trim - Lower Door Panels Tread Plate (4 Door Cab)	1
14-H4-1220	Interior Trim - Lower Door Panels Reflective Stop Sign (4 Door Cab)	1
14-H4-2220	Interior Trim - Mounting Plate, Engine Tunnel	1
<b>CUSTOM CAB - INSTRUMENTS AND CONTROLS</b>		<b>1</b>
14-K2-0220	Cab Instrumentation & Controls - Standard Gauges	1
14-K2-0620	Driver's Information Display Panel	1
14-K2-0830	Chassis Electrical System - Standard Wiring	1
14-K2-2020	Doghouse Mounted Switch Panel - Ferrara XD Aluminum	1
14-K2-2220	Switch Panel - Driver's Side (Pump Applications)	1
14-K2-4020	Switch Panel - Center, 100" Wide XD Cab	1
14-K2-6220	Switch Panel - Officer's Side	1
14-K2-8220	Vehicle Data Recorder (VDR) w/Seat Belt Warning - Class 1	1
14-K4-0420	Seat Belt Warning System Panel - Class 1	1
14-K4-4220	Steering Column w/Self Canceling Turn Signals - Douglas w/Smart Wheel	1
14-K6-4220	Switch - Manual Fast Idle	1
14-K8-0820	12-Volt Digital Clock	1
14-P2-0220	Front Cab Circulation Fans (2)	1
14-P2-1820	Heat/Air Conditioning - Under Dash and Rear Crew Area	1
14-P2-2420	A/C Condenser Housings: Black	1
<b>CUSTOM CAB / SEATING / AIR BAG PROTECTION / EMS COMPARTMENTS</b>		<b>1</b>
16-A4-1020	Seating / C.A.P. System/EMS Compartments - Bostrom	1
16-A6-0220	Tube Air Bag Protection - Driver's Seat	1
16-A6-0620	Seatbelt Buckle Pretensioner - Driver's Seat	1
16-A6-1020	Tube Air Bag Protection - Officer's Seat	1
16-A6-1420	Seatbelt Buckle Pretensioner - Officer's Seat	1
16-A6-4020	Seatbelt Buckle Pretensioners (2) - Inboard Forward Facing Seats	1
16-A8-0620	Seat Material - Durawear	1
16-A8-1420	Seat Color - Black	1
16-A8-2220	Fire Department Patch - Seat Head Rest	1
	The Fire Department patch shall be embroidered in the head rest of the seats.	
16-B4-0220	Seat - Driver, Bostrom Sierra Air-100/ABTS Hi Back Air Ride	1
16-B4-1420	Seat - Officer, Bostrom Tanker 450 Air SCBA	1
16-B6-2420	Bracket - Cab Seat SCBA, Bostrom SecureAll	1
16-B6-4020	Filler Panel For SCBA Seat	1
16-E4-1020	Seats (2) - Inboard Forward Facing Crew, Bostrom Tanker 450 Air SCBA	1
	Note: Air ride crew seats	
16-E6-4420	Brackets (2) - Cab Seat SCBA, Bostrom SecureAll	1
16-E8-6020	Filler Panels For SCBA Seat (2)	1
16-H2-0220	Compartment - Outboard Rear Facing EMS, Driver's Side	1
	Note: Full height compartment	
16-H2-0820	Door - Driver's Side EMS Compartment, Interior Cargo Net	1
	The upper portion of the driver's side EMS compartment shall be access by the interior only.	

PART NO	DESCRIPTION	QTY
16-H2-4420	Door - Driver's Side EMS Compartment, Exterior Hinged The lower portion of the driver's side EMS compartment shall be access from the exterior only.	1
16-H4-0220	Light - Driver's Side EMS Compartment, 18" OnScene Access 73018 One (1) in the upper section and one (1) in the lower section.	2
16-H6-0220	Shelf - Fixed, Driver's Side EMS Compartment Seperating the lower section of the compartment from the upper section of the compartment	1
16-J2-0220	Compartment - Outboard Rear Facing EMS, Officer's Side Note: Half Height	1
16-J2-0820	Door - Officer's Side EMS Compartment, Interior Cargo Net	1
16-J2-4020	Door - Officer's Side EMS Compartment, Exterior Hinged	1
16-J4-0420	Light - Officer's Side EMS Compartment, 18" OnScene Access 73018	1
16-J6-0220	Shelf - Fixed, Officer's Side EMS Compartment	1
<b>CUSTOM CAB - ACCESSORIES</b>		<b>1</b>
16-M2-1425	Power Inverter - Whistler XP800i - Black	1
16-M2-2220	Radio - WB/AM/FM/CD/iPod/Sat w/Speakers, Jensen Location: Officer Side	1
16-M2-4220	Radio 12-Volt Power Circuit (Center Dash)	1
16-M2-6020	12-Volt Power and Ground Studs (2)	1
16-M4-2620	Electronic Siren - Whelen 295HFS2	1
16-M6-0620	Electric Horn - Single	1
16-M6-2020	Back Up Alarm - 107 dB, Whelen WBUA107	1
<b>CUSTOM CAB - INTERIOR LIGHTING</b>		<b>1</b>
16-P2-0220	Lights (4) - LED Cab Dome, 6" Red/Clear Whelen 60CREGCS	1
16-P2-2220	Lights (4) - LED Door Courtesy, Whelen TIR6	1
16-P2-2420	Light - Open Door w/Alarm, Whelen TIR3 LED	1
16-P4-0220	Lights (6) - Step Well, TecNiq D04 Linear Dragon	1
16-R2-0420	Light - Map, Officer's Side	1
16-R2-4220	Light - Handheld Spot/Flood, FRC Collins HID	1
16-R4-0420	Lights (2) - Engine Maintenance, LED	1
<b>CUSTOM CAB - EXTERIOR ILLUMINATION</b>		<b>1</b>
18-A2-0620	Front Cab Lighting - Whelen "M" Series LED Note: The front headlight bezel shall be finished in Black "F-Shield"	1
18-A4-0620	Headlights - LED JW Speaker	1
18-A6-0820	Lights (2) - Turn Signal, Whelen "M" Series LED (Headlight Module Mounted)	1
18-A6-1220	Lights (2) - Turn Signal/Marker, Whelen 400 Series LED	1
18-A6-6020	Lights (2) - Corning, LED	1
18-A6-6220	Lights - DOT, LED	1
18-B4-1420	Lights (2) - Inboard Lower Front Warning, Whelen M6 LED M6 (Red w/Clear Lens)	1
18-D2-0820	Lights (4) - LED Cab Ground, Whelen 20C0CDCD	1
<b>AUDIO / VISUAL COMMUNICATION SYSTEMS</b>		<b>1</b>
<b>== Chassis Mods - Custom - 1606.001 06/03/16 ==</b>		<b>1</b>
<b>NFPA SAFETY SIGNS</b>		<b>1</b>
18-P2-0220	Safety Signs - General Requirements	1
18-P2-1020	Plate - Carrying Capacity NFPA	1
18-P2-1620	Safety Signs - Seated & Belted, FAMA07	1



PART NO	DESCRIPTION	QTY
18-P2-1820	Safety Sign - Cab Equipment Mounting, FAMA10	1
18-P2-2020	Safety Sign - Fire Service Tire Rating, FAMA12	1
18-P2-2220	Safety Sign - Cab Seating, FEMA14	1
	This vehicle has a seating capacity of 4 personnel.	
18-P2-2420	Safety Signs - Helmet Worn in Cab, FAMA15	1
18-P2-2820	Safety Signs - Climbing Method Instruction, FAMA23	1
18-P2-4020	Safety Signs - Riding on Exterior, FAMA24	1
18-P4-0620	Plate - Overall Height/Length/Weight	1
18-P4-0820	Plate - Fluid Capacity	1
18-P4-1020	Safety Sign - Apparatus Movement Warning	1
	<b>== Pump Enclosure - SM Extruded - MVP - 1606.001 06/03/16 ==</b>	<b>1</b>
20-A2-1220	PUMP MODULE - SIDE MOUNT EXTRUDED ALUMINUM - ENCLOSED	1
20-A4-4020	Trim - Dunnage Area, Tread Plate	1
	Note: The dunnage area treadplate shall be finished in Black "F-Shield"	
20-C4-2020	Pump Panels - Black Anodized Aluminum	1
20-D6-0220	Light - Left Side Pump Panel, OnScene LED Access	1
20-D6-1220	Light - Right Side Pump Panel, OnScene LED Access	1
20-D8-0620	Light - Pump Compartment, LED	1
20-F8-0220	Slide-Out Platform - Pump Operator's, 500-Pound Capacity	1
	Note: The pull out platform shall be finished in Black "F-Shield"	
20-J4-0220	Pressure Governor - FRC In-Control TGA301-D00 (Cummins Engine)	1
20-J6-0220	Gauges - 2-1/2" Pressure, Metal Face	1
20-J6-6220	Gauge Bezels - Color Coded	1
20-M4-0220	Tags - Pump Panel, Color Coded (Metal)	1
20-P2-1220	Gauge - Fuel Tank Level, Pump Panel	1
22-A4-0820	Pump System - 1250-2000 GPM Single Stage, Waterous CSU	1
22-F4-0420	Mechanical Seal - Waterous (CS/CM/CSU/CMU)	1
22-F4-1420	Flame Plated Impeller Hub - Waterous	1
22-G2-0220	Pump Shift - Dash Mounted	1
22-J4-0220	Primer - Pump, Waterous VPO (Oil Less)	1
22-P2-0620	Valve - Master Pump Drain	1
22-P2-1220	Valve - Individual Drain, 3/4" 1/4 Turn	1
22-R2-0420	U.L. Test Points	1
22-R2-1820	Certification - U.L. 1500 GPM Pump	1
22-R4-0420	Plate - Pump Test Certification	1
24-A4-4020	Suction Header Short - 6" w/Long Handle Cap, Left Side	1
24-B4-4020	Suction Header Short - 6" w/Long Handle Cap, Right Side	1
24-B4-4025	Valve - 6" FNST x 5" Storz Jumbo Low Profile Balll Intake, TFT AXD1ST-NX-F	2
24-J4-1020	Valve - Thermal Relief Valve w/Light, Waterous OPM 82516-1A	1
24-J8-0420	Valve - Intake Relief, Akron 59	1
24-R2-0420	Tank-To-Pump - 3" Valve w/Push-Pull Control	1
24-S6-0820	Tank Fill - 2" Valve w/Push-Pull Control	1
24-T2-0420	Cooler - Engine, 1/2" Line w/ 1/4 Turn Valve	1
24-T2-0620	Cooler - Pump, 3/8" Line w/ 1/4 Turn Valve	1
24-W2-0420	Plumbing - Stainless Steel	1
24-W4-0220	Paint - Pump, Black	1
	<b>VALVE PACKAGE - AKRON / WATEROUS - Controls Push-Pull</b>	<b>1</b>
26-C2-0000	SUCTION INLETS	1
26-F2-0420	Suction - LPR, 2-1/2" Valve w/Swing Control	1
26-H2-0420	Suction - RPR, 2-1/2" Valve w/Swing Control	1
28-00-0000	DISCHARGE OUTLETS	1
28-00-0620	All 2-1/2" Side Discharge Outlets Terminate 45-Degree Elbows	1
28-A2-0620	Discharge - Front Bumper in Hose Well (DS)	1
	Note: Terminate in lower portion of front bumper compartment	

PART NO	DESCRIPTION	QTY
28-A8-0220	Discharge - Front Bumper, 2" Valve w/Push Pull Control	1
28-B6-1020	Booster Reel - Compartment Mounted, Hannay	1
	A Hannay aluminum booster reel shall be installed in the B1 compartment, on the floor of the compartment	
	The reel shall have a capacity for 175' of 1" booster hose. A rewind switch shall be provided near the reel.	
28-F2-8420	Speedlays - (2) 200' 1-3/4" MVP Style	1
	There shall be one (1) 1-3/4" speedlay at frame rail height and one (1) 1 3/4" speedlay over the lower 1-3/4" speedlay.	
28-F4-0220	Speedlay No. 1 - Double Lay, 2" Valve w/Push Pull Control	1
28-F4-1420	Speedlay No. 2 - Double Lay, 2" Valve w/Push Pull Control	1
28-F6-0420	Trays - Removable Speedlay (2) (POLY)	1
28-F8-1020	Cover - Cargo Netting End Flaps, Speedlays (2)	1
28-F8-2220	Cover Color: Black	1
28-H2-0220	Discharges - LPFU/L (2), 2-1/2" Waterous Valve w/Push-Pull Control	1
28-K8-0220	Discharge - RPFU, 2-1/2" Waterous Valve w/Push-Pull Control	1
28-L6-0420	Discharge - RPFL, 3" Akron Valve w/Handwheel Control	1
28-L6-0425	Elbow - 3" FNST x 5" Storz 30 Degree, Kochek SKE53R	1
28-L6-0430	Cap w/Chain - 5" Storz, Kochek CC507	1
28-Q6-0420	Discharge - Deck Gun, 3" Akron Valve w/Handwheel Control	1
28-R2-0420	Telescoping Waterway - 3" Electric, TFT XGA38PL-PL Extend-A-Gun	1
28-R4-2220	Monitor - Electric Deck, TFT Typhoon Y5-E11A	1
28-R4-3020	Monitor Control - Panel Mount, TFT Y4E-RP	1
28-R4-4820	Master Streaan Nozzle - Electric Monitor, TFT M-ERP1500-NN	1
28-R8-0420	Monitor Control - Wireless Remote, TFT YE-RF-900	1
28-V6-0220	Discharge - Left Rear, 2-1/2" Akron Valve w/Push-Pull Control	1
32-E2-2020	Return Line - Fill Subsurface	1
	<b>== Bodies - MVP SM Extruded - 750 Gallons - 1606.001 06/03/16 ==</b>	1
	<b>WATER TANKS / COMPONENTS / ACCESSORIES</b>	1
32-A2-2820	Water Tank - Polypropylene, 750 Gallons (R)	1
32-D8-0420	Certification - NFPA Water Tank Size	1
34-A2-1220	Gauge - Water Level, Tank Vision Pro WLA300-A00	1
34-B2-0620	Lights (2) - Water Level, Whelen PSTANK (FRC Driver)	1
	Location: Upper cab extension	
	The units shall activate with the application of the park brake.	
52-A4-8220	Body - 103" Wide, MVP750 Extruded Aluminum	1
	**** NOTE: THE BODY HEIGHT SHALL MATCH THE CAB HEIGHT ***	
52-A6-4020	Body Subframe - Extruded Aluminum	1
52-A6-6420	Body/Compartment Construction - 103" Wide Body	1
	Note: Body Compartment Interior's shall be finished in Dark Gray "F-Shield"	
52-A8-0420	Wheel Well Panels & Fenders - Body, Painted Aluminum	1
	Note: The body fenderettes shall be finished in Black "F-Shield"	
52-A8-1620	Hose Bed - 44" Wide	1
	The fire apparatus hose body shall be 44" wide x 179.5" long x 24" deep and shall contain a minimum of 109 cubic feet of storage.	

PART NO	DESCRIPTION	QTY
52-D2-8220	<p>Compartments- Left Side, Full Depth Rescue Style (44.5/54/58/54 w/74" Interior)</p> <p>L1 There shall be one-(1) compartment installed under the 1-3/4" double speedlays. This compartment shall have a vertically hinged door. The interior compartment dimensions shall be approximately 11-1/2" wide x 17-3/4" high x 28-1/2" deep. The compartment shall have a useable door opening of approximately 11-1/2" wide x 17-3/4" high. This compartment shall be utilized for the storage of one (1) CO2 extinguisher.</p> <p>L2 There shall be one-(1) compartment installed above the 1-3/4" upper speedlays. This compartment shall have a vertically hinged door. The interior compartment dimensions shall be approximately 11-1/2" wide x 31-3/4" high x 84-1/2" deep. The compartment shall have a useable door opening of approximately 11-1/2" wide x 31-3/4" high. This compartment shall be utilized for the storage of a stokes basket.</p> <p>L3 There shall be one-(1) compartment installed at the front of the body, containing the left side pump panel. This compartment shall have one-(1) roll up door. The compartment shall be approximately 44-1/2" wide x 74-1/4" high x pump panel in the lower section and 27-1/2" deep in the upper section. The compartment shall have a useable door opening of approximately 42" wide x 65-1/2" high.</p> <p>L4 There shall be one-(1) compartment installed ahead of the rear axle. This compartment shall have a roll-up door. The interior compartment dimensions shall be approximately 54" wide x 74-1/4" high x 27-1/2" deep. The compartment shall have a useable door opening of approximately 51" wide x 65" high.</p> <p>L5 There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll up door. The compartment shall be approximately 58" wide x 38" high x 27-1/2" deep. The compartment shall have a useable door opening of approximately 55-1/2" wide x 29-1/4" high.</p> <p>L6 There shall be one-(1) compartment installed behind the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 54" wide x 70-1/4" high x transverse in the lower section and 27-1/2" deep in the upper section. The compartment shall have a useable door opening of approximately 51-1/2" wide x 61-1/2" high.</p>	1
52-F2-4220	Compartment Doors - Left Side Hinged, NON_Locking Flush Look	2
52-F2-6220	Compartment Door - Left Side Roll Up, Painted (Slats & Door Frame)	4
52-G8-4820	<p>Compartments- Right Side, Full Depth Rescue Style (44.5/54/58/54 w/74" Interior)</p> <p>R1 There shall be one-(1) compartment installed under the 1-3/4" double speedlays. This compartment shall have a vertically hinged door. The interior compartment dimensions shall be approximately 11-1/2" wide x 17-3/4" high x 28-1/2" deep. The compartment shall have a useable door opening of approximately 11-1/2" wide x 17-3/4" high. This compartment shall be utilized to store one (1) CO2 extinguisher.</p> <p>R2 There shall be one-(1) compartment installed above the 1-3/4" upper speedlay. This compartment shall have a vertically hinged door. The interior compartment dimensions shall be approximately 11-1/2" wide x 31-3/4" high x 15" deep. The compartment shall have a useable door opening of approximately 11-1/2" wide x 31-3/4" high.</p> <p>R3 There shall be one-(1) compartment installed at the front of the body, containing the left side pump panel. This compartment shall have one-(1) roll up door. The compartment shall be approximately 44-1/2" wide x 74-1/4" high x pump panel in the lower section and 27-1/2" deep in the upper section. The compartment shall have a useable door opening of approximately 42" wide x 65-1/2"</p>	1

PART NO	DESCRIPTION	QTY
	high.	
	R4 There shall be one-(1) compartment installed ahead of the rear axle. This compartment shall have a roll-up door. The interior compartment dimensions shall be approximately 54" wide x 74-1/4" high x 27-1/2" deep. The compartment shall have a useable door opening of approximately 51" wide x 65" high.	
	R5 There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll up door. The compartment shall be approximately 58" wide x 38" high x 27-1/2" deep. The compartment shall have a useable door opening of approximately 55-1/2" wide x 29-1/4" high.	
	R6 There shall be one-(1) compartment installed behind the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 54" wide x 70-1/4" high x transverse in the lower section and 27-1/2" deep in the upper section. The compartment shall have a useable door opening of approximately 51-1/2" wide x 61-1/2" high.	
52-J6-0220	Compartment Doors - Right Side Hinged, NON Locking Flush Look	2
52-J6-2220	Compartment Door - Right Side Roll Up, Painted (Slats & Door Frame)	4
52-J8-1620	Compartment - Center Rear, Full Height w/Roll Up Door	1
	B1 There shall be one-(1) compartment installed at the center rear of the apparatus. This compartment shall have one-(1) roll up door. The interior dimensions of this compartment shall be approximately 44" wide x 61" high x 19" deep in the upper and 39" deep in the lower. The compartment shall have a useable door opening of approximately 41-1/2" wide x 52-1/4" high.	
52-J8-4220	Compartment Door - Rear Roll Up, Painted (Slats & Door Frame)	1
52-J8-6220	Rear Body Construction - Flat Back Design	1
58-E2-0820	Compartments (5) - Roof Top Storage There shall be two (2) roof top compartments over the left side of the apparatus. The entire open compartment shall measure approximately 158" long x 23" across x 19-1/2" deep. The left side upper body compartment shall contain approximately 41 cubic feet of storage. There shall be two (2) useable door openings of approximately 77" long x 23" across.  There shall be three (3) roof top compartments over the right side of the apparatus. The entire open compartment shall measure approximately 200" long x 23" across x 19-1/2" deep. The left side upper body compartment shall contain approximately 51.9 cubic feet of storage. There shall be three (3) useable door openings of approximately 64" long x 23" across. There shall be a landing area provided at the right rear of the upper body to aid in accessing the rooftop compartments.  There shall be one (1) vertically hinged aluminum treadplate door located on the rearward face of the rooftop compartment located at the back of the right side of the body body for accessing the rooftop compartment from the landing area. The access door shall be as large as possible and utilize two (2) push button latches.  Each compartment shall have a grommet mount LED installed to the compartment inner door pan that activates when the door is open.  Note: The upper body walkway and compartment doors shall be finished in Black "F-shield"	1
	**** NOTE: THE BODY HEIGHT SHALL MATCH THE CAB HEIGHT ***	

PART NO	DESCRIPTION	QTY
60-A2-4820	Vertical Load Test - Body	1
62-A2-8220	Compartment - Ladder/Pike Pole Storage, Thru Tank Designed to accommodate one (1) 24' extension ladder, one (1) 14' roof ladder, one (1) 10' aluminum folding attic ladder and three (3) pike poles, shall be installed in the tank sleeve.  Access to the compartment shall be gained through a horizontally hinged, lift up style compartment door, located at the rear of the vehicle, inside the B1 compartment. The door shall be constructed of 3/16" (.1875") thick aluminum treadplate plate.	1
62-B2-1420	Tubes (3) - Pike Pole Storage	1
62-I2-0220	Compartment - Speedy Dry Storage, Roof Top Compartment Location: Rear driver's side rooftop compartment	1
62-I2-1420	Storage Module - Backboard, Transverse There shall be a backboard storage module located within the upper section pump panel compartments. This backboard module shall be constructed from welded 3/16" thick smooth aluminum plate, complete with welded partitions. The module shall be designed to carry three-(3) fire department supplied backboards. The fire department shall confirm the size of the backboards prior to construction to ensure fit and finish.	1
62-I2-6220	Storage Module - Dual Chain Saw Location of the dual chainsaw module shall be in the upper, forward section of the L6 compartment.	1
62-I2-6620	Storage Module, MVP Pumper, Compartment L5 The module shall be divided into ten-(10) separate storage areas for miscellaneous equipment.	1
62-I2-6820	Storage Module, MVP Pumper, Compartment R4 The module shall be divided into nine-(9) separate, equally sized, storage areas for miscellaneous equipment.  Locations:  This storage module shall be located in the upper section of the R4 compartment, to the right of the compartment divider. The module shall be mounted in such a way to clear the roll-up door opening at the top of the compartment. Each section of the module shall be approximately 8" wide x 11" high x as deep as possible.	1
62-I2-8020	Storage Module, MVP Pumper, Compartment R5	1
64-B2-0430	Compartment - Wheel Well Double Air Bottle, Left Front (FFA)	1
64-B4-0430	Compartment - Wheel Well Double Air Bottle, Left Rear (FFA)	1
64-B4-6230	Compartment - Wheel Well Double Air Bottle, Right Front (FFA)	1
64-B6-1420	Compartment - Wheel Well Equipment Storage, Right Center MVP ONLY	1
64-B6-6230	Compartment - Wheel Well Double Air Bottle, Right Rear (FFA)	1
64-B8-0620	Doors - Wheel Well Compartments, Painted Aluminum	1
66-A2-0220	Body Trim Package	1
66-A2-0620	Body Trim - Vertical Handrails (2), Knurled Aluminum Note: The body handrails and stanchions shall be finished in Black "F-Shield"	1
66-A2-1420	Body Trim - NO Rear Stanchions	1

PART NO	DESCRIPTION	QTY
66-A2-2420	Fuel Fill - Recessed w/Door, Left Side Note: The fuel fill door shall be finished in Black "F-shield"	1
66-A2-4420	Mud Flaps - Rear	1
66-A2-4620	Rubrail - Extruded Aluminum Note: The body rubrail shall be finished in Black "F-Shield"	1
66-A4-1420	Step - 12" Rear, Aluminum Tread Plate Note: The rear tailboard shall be finished in Black "F-Shield"	1
66-A4-8420	Access Ladder - Rear Mounted, Knurled Aluminum	1
66-A4-8820	Tow Eyes (2) - Rear, Below Body	1
66-A6-2220	Handrail - Below Hose Bed, Knurled Aluminum Note: The body handrails and stanchions shall be finished in Black "F-Shield"	1
66-A8-1620	Divider - Hose Bed, Pumper	2
66-A8-4220	Cover - Hose Bed, Hypalon	1
66-A8-6620	Cover - End Flaps w/Footman's Loop, Hose Bed	1
66-A8-8220	Cover Color: Black	1
66-A8-8820	Hose Bed Capacity 850' 2-1/2" DJ Hose 1000' 5" LDH	1
<b>== Body Components - Pumpers - 1606.001 06/03/16 ==</b>		1
66-B2-0420	Shelf - Permanent, Smooth Aluminum Locations:  One (1) permanent shelf shall be mounted just above pump panel in R3 Compartment  One (1) permanent shelf shall be mounted approximately 28" from the floor of the R6 compartment, on the horizontal extrusion at the back of the compartment.  Four (4) additional permanent shelves shall be supplied in the R6 compartment. These permanent shelves shall not incorporate a 2" lip at the front of the shelf. These shelves shall be mounted to the left of the compartment divider in this compartment, in the upper section of the compartment. Each shelf shall be spaced approximately 2" apart. These shelves shall create storage slots for air bags and hydraulic hoses.  Three (3) permanent shelves shall be mounted in the B1 compartment. One (1) permanent shelf shall be mounted just above the booster hose located in the B1 compartment. One (1) permanent shelf shall be mounted on each side of the lower corners of the ladder storage tunnel in the B1 compartment.  Note: All body compartment shelving/trays/toolboards shall be finished in Dark Gray "F-Shield"	9
66-B2-0620	Unistruts - Aluminum, Per Compartment Locations:  One (1) set of aluminum unistruts shall be mounted to the left of the compartment divider in the L4 compartment. These unistruts shall be horizontally orientated allowing the roll-out tool board(s) to be adjustable from side-to-side.  One (1) set of aluminum unistruts shall be mounted to the right of the compartment divider in the L4 compartment. These unistruts shall be vertically orientated to allow the roll-out tray(s) in the L4 compartment to be adjustable up and down.	1
66-C2-0220	Tray - 250 Pound Roll-Out, 0-18"W x 24-28"D Locations:	1

PART NO	DESCRIPTION	QTY
	One (1) 250 lb. roll-out tray shall be mounted in the forward most section of the module located in the L5 compartment. This roll-out tray shall be utilized to store a fire department supplied 2-1/2" gallon water can.	
66-C2-0420	Tray - 250 Pound Roll-Out, 19-36"W x 24-28"D Locations:  Three (3) 250 lb.roll-out trays shall be installed to the right of the compartment divider in the L4 compartment. The upper two (2) 250 lb. roll out trays shall be mounted on aluminum unistruts, allowing them to be adjustable up and down. The third 250 lb. roll-out tray shall be installed on the floor of the compartment.  One (1) 250 lb. roll-out tray shall be mounted on the floor of the R4 compartment, to the right of the compartment divider. The roll-out tray shall be utilized to store a fire department supplied tool box.	4
66-C2-2020	Tray - 500 Pound Roll-Out, 37-48"W x 24-28"D Locations:  One (1) 500 lb. roll out tray shall be mounted on the floor of the L6 compartment, to the left of the compartment divider. This roll-out tray shall be utilized to store one (1) large poly box.	1
66-C2-2220	Tray - 500 Pound Roll-Out, 49-60"W x 24-28"D Locations:  One (1) 500 lb. roll-out tray shall be mounted on the floor of the R6 compartment. This roll-out tray shall be as wide and deep as possible. This roll-out tray shall be utilized to store one (1) generator, one (1) power unit and one (1) PPV fan.	1
66-D4-0220	Tool Board - Vertical Roll Out, 24-28"D x Full Height Locations:  Two (2) full-height vertical roll-out tool board shall be mounted in the L4 compartment. One (1) full-height vertical roll-out tool board shall be mounted to the right of the compartment divider. This roll-out tool board shall be mounted on aluminum unistruts allowing it to be adjustable from side-to-side. One (1) full-height vertical roll-out tool board shall be mounted on the forward face of the compartment divider in the L4 compartment.  One (1) full-height vertical roll-out tool board shall be located on the rearward face of the full-height compartment divider in the R4 compartment. This vertical tool board shall be utilized to store Ferrara supplied genesis rescue struts.	3
66-D4-0420	Tool Board - Vertical Roll Out, 24-28"D x 0-27"H Locations:  One (1) half height vertical roll-out tool board shall be located on the forward upper face of the compartment divider in the L6 compartment. The forward face of this tool board shall be utilized to store fire department supplied cordless power tools. The tool board shall match the height of the chainsaw storage module in the L6 compartment to maintain uniformity.  One (1) half-height vertical roll-out tool board shall be supplied on the rearward face of the forwardmost compartment divider in the r6 compartment. This compartment divider shall be utilized to store Ferrara supplied Genesis hydraulic rams.	2
66-D4-1020	Storage Pocket - Vertical Tool Board Locations:  One (1) storage pocket shall be mounted on the bottom of the forward face of the vertical roll-out tool board in the L4 compartment. This storage pocket shall be approximately 3" deep x the full width of the tool board.  One (1) storage pocket shall be mounted on the bottom of the rearward face of the vertical roll-out	4

PART NO	DESCRIPTION	QTY
	tool board in the L4 compartment. This storage pocket shall be approximately 5" deep x the full width of the tool board.	
	One (1) storage pocket shall be mounted on the bottom of the rear face of the half-height vertical roll-out tool board in the R6 compartment. This storage pocket shall be approximately 6" deep by the full width of the tool board.	
	One (1) storage pocket shall be mounted on the bottom of the rear face of the full-height vertical roll-out tool board in the R4 compartment. This storage pocket shall be approximately 6" deep x the full width of the tool board.	
66-D4-1020	Storage Pocket - Mounted Locations:	1
	One (1) storage packet shall be mounted on the bottom of the rearward face of the chain saw storage module in the L6 compartment. This storage pocket shall be approximately 6" deep by the full width of the chainsaw storage module. This storage pocket shall be utilized to store fire department supplied cordless tool battery chargers.	
66-F4-0420	Divider - Compartment Locations:	6
	One (1) compartment divider shall be mounted in the L4 body compartment, approximately 27" from the front compartment wall, splitting the compartment in half.	
	Two (2) compartment dividers shall be provided in the R4 body compartment. One (1) divider shall be mounted approximately 11" from the rear wall of the compartment. The area to the left of this divider shall be utilized to store a Ferrara supplied little giant ladder. One (1) compartment divider shall be mounted approximately 27" from the forward wall of this compartment. This divider shall split the compartment in half.	
	One (1) compartment divider shall be provided immediately to the left of the speed-dry dump chute in the L6 compartment.	
	Two (2) compartment dividers shall be provided in the R6 compartment. One (1) compartment divider shall be located approximately 27" from the rearward face of the R6 compartment, above the permanent shelf, splitting the upper section of the compartment into equal halves. One (1) compartment divider shall be located approximately 11" from the forward face of the compartment. The area to the right of this divider shall be used to store one (1) fire department supplied stair chair.	
	One (1) full-height compartment divider shall be located in the R4 compartment. This divider shall be approximately 27" from the forward face of the compartment, splitting the compartment in equal halves.	
	Note: All body compartment shelving/trays/toolboards shall be finished in Dark Gray "F-Shield"	
66-F4-2820	Tool Box - Poly W/Open Top, Large (Each) Locations:	1
	One (1) large poly box with open top shall be stored in the 500 lb. roll out tray located on the floor of the L6 compartment. The poly box shall be as large as possible.	
96-M6-2420	Strap - Velcro w/Footman Loops, Ziamatic UMVS Series Locations:	9
	One (1) Velcro strap with footman loops shall be located on the left of the compartment divider in the R4 compartment. The strap shall span from the rear face of the divider to the rear face of the compartment. The strap shall be utilized to secure the little giant ladder stored in this section of the compartment.	



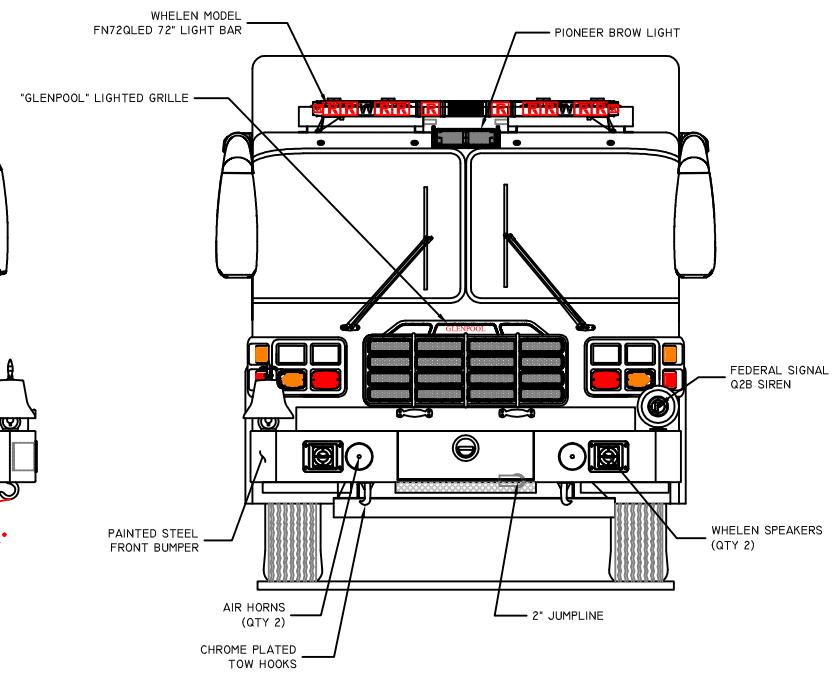
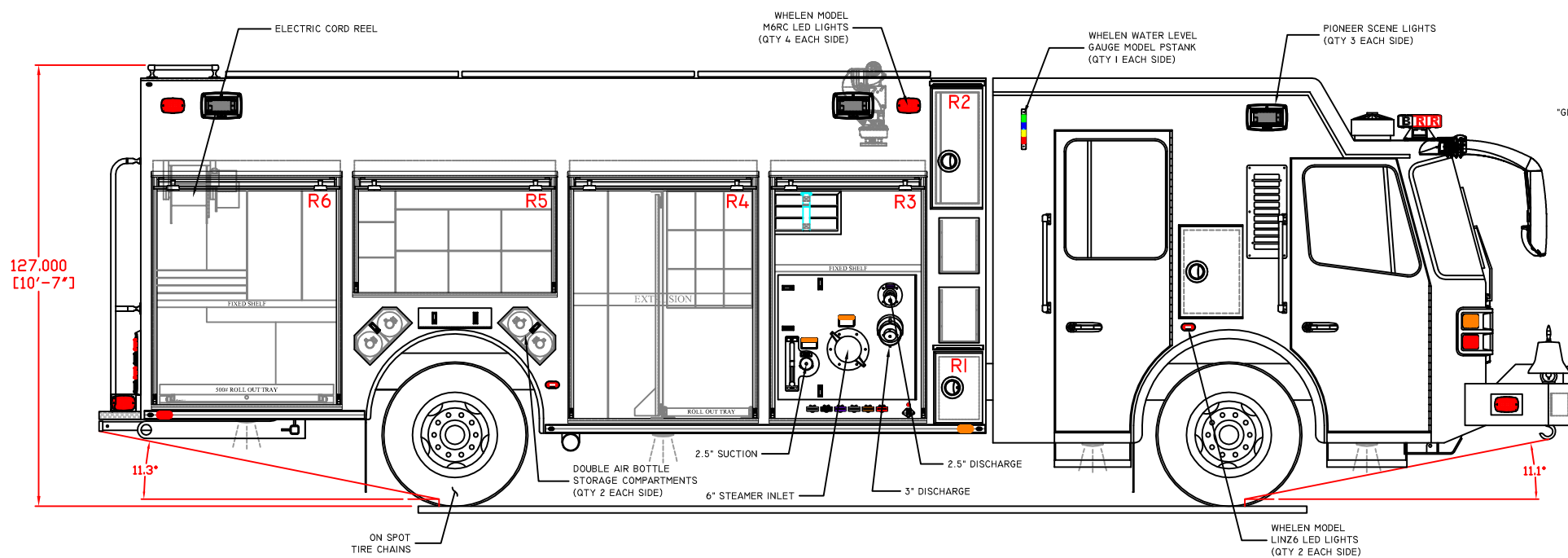
PART NO	DESCRIPTION	QTY
	One (1) Velcro strap with footman loops shall be located on the right of the compartment divider in the R6 compartment. The strap shall span from the forward face of the divider to the forward face of the compartment. The strap shall be utilized to secure the stair chair located in this section of the compartment.	
	Two (2) Velcro strap with footman loops shall be located on the rearward face of the half-height vertical roll-out tool board located in the R6 compartment. Each of these straps shall be utilized to secure one (1) hydraulic ram each.	
	One (1) Velcro strap with footman loops shall be located in the upper face of the store slot located in the R6 compartment. The strap shall span from the upper storage slot to the lower storage slot, and utilized to secure the air bags and hydraulic hoses stored in this compartment.	
	Four (4) Velcro straps with footman loops shall be located on the rearward face of the full-height vertical roll-put tool board in the R4 compartment. These straps shall be utilized to secure the rescue struts located on the tool board.	
	<b>== Elec. Components - Pumper Custom - 1606.001 06/03/16 ==</b>	1
	<b>***** ELECTRICAL / COMPONENTS / ACCESSORIES *****</b>	1
70-A2-2020	Electrical System - Apparatus Body	1
70-A2-4020	Electrical System - 12 Volt Testing	1
70-A2-6020	12-Volt Wiring Protection - Split Loom	1
70-A2-8020	EMI/RFI Protection	1
	<b>AUDIBLE WARNING DEVICES</b>	1
	<b>INTERIOR COMPARTMENT LIGHTING</b>	1
70-E2-2220	Light - 8" LED Compartment, On Scene Access 73008 Locations:  Mount (2) under the front bumper compt. lid Mount (2) in compt. L1 Mount (2) in compt. R1	6
70-E2-6620	Light - 28" LED Compartment, On Scene Access 73028 Locations:  Mount (2) in compt. L5 Mount (2) in compt. R5	4
70-E4-2620	Light - 60" LED Compartment, On Scene Access 73060 Locations:  Mount (2) in compt. B1	2
70-E4-4220	Light - 64" LED Compartment, On Scene Access 73064 Locations:  Mount (2) in compt. L3 Mount (2) in compt. L4 Mount (2) in compt. L6 Mount (2) in compt. R3 Mount (2) in compt. R4 Mount (2) in compt. R6	12
70-H2-0220	Switch - Compartment Door Ajar Indicator	1

PART NO	DESCRIPTION	QTY
72-G8-6020	Zone A Upper Light Bar - 72" LED, Whelen Freedom IV F4N7QLED w/6 Additional LEDs	1
72-M8-4020	Zone B/D Upper Body Side Front Lights (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
72-P8-4020	Zone B/D Upper Body Side Rear Lights (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
72-S6-4820	Zone C Upper Outboard Lights (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
74-C8-9220	Zone B & D Lower Front (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
74-D8-1220	Zone B & D Lower Midship (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	2
	Locations: One (1) mounted above each cab wheel well, one (1) mounted within each body wheel well	
74-G8-8220	Zone B & D Lower Rear (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
74-H8-2020	Zone C Lower Lights (2) - Red w/Clear Lens M6 LED, Whelen M6RC	1
74-J4-0620	Stop/Turn/Reverse Lights - LED, Whelen M6	1
74-J4-2620	Housing - Rear Tail Light Assembly, M6FCV4	1
	Note: The rear tail light housing shall be finished in Black "F-Shield"	
<b>12-VOLT APPARATUS LIGHTING / ACCESSORIES</b>		<b>1</b>
74-L0-2220	Lights - LED Clearance and Marker, Whelen OS	1
74-L2-0420	Light - LED Underbody, Whelen 20C0CDCR	4
74-L2-4020	Light - LED License, Whelen OSC0EDCR	1
74-Q2-0420	Brow Light Location - Front of Cab, Centered	1
74-Q4-0820	Light - 12 Volt 168 Watt LED Brow, Whelen Pioneer Plus PFP2	1
	Note: Black Housing	
74-Q8-8020	Switch - Brow Light Activation, Cab Mounted	1
74-R2-0820	Light (1) - 12 Volt 75 Watt LED Semi Recessed, Whelen Pioneer Plus PFP1-PBA103	7
	Note: The Whelen Pioneer Plus PFP1 light head shall feature a Black Power Coat Housing	
74-R8-0220	Recessed Light Locations - Side of Cab, Between Crew Doors	1
74-R8-0420	Switch - Cab Recessed Light Activation, Cab Mounted	1
74-R8-1620	Recessed Light Locations - Side of Body, Upper Front	1
74-R8-1820	Switch - Front Body Recessed Light Activation, Cab Mounted	1
74-R8-2420	Recessed Light Locations - Side of Body, Upper Rear	1
74-R8-2620	Switch - Rear Body Side Scene Light Activation, Cab Mounted	1
74-R8-4820	Recessed Light Locations - Upper Rear of Body, Outboard Driver's Side	1
74-R8-6220	Switch - Rear Facing Body Recessed Light Activation, Cab Mounted & Reverse Circ	1
74-W4-2820	Light Tower - 12-Volt w/Whelen PFP2 LED Lights (4), Will-Burt NS2.3-600 WHL	1
	Note: Order in Black	
	Mount light tower ahead of rooftop compartments above the pump module	
	Mount controller above pump module in L3 compt.	
76-A0-1200	Generator Package - R6 Compartment Mounted	1
76-A4-0420	Generator - Honda EU 3000i	1
76-B8-2220	Tray - Generator Roll-Out, 500-Pound Capacity	1

PART NO	DESCRIPTION	QTY
76-N2-0620	Tripod Light Locations - Rear of Body	1
76-N6-1620	Light - 120 Volt 750 Watt Tripod, FRC Optimum OPA600-S75 Note: Order with 120V/20A household receptacle to plug into Honda generator when in use.	2
78-A2-1020	Reel - Electric Rewind Cord w/200' of 10-3, Hannay ECR1618-17-18 The cord reel shall be provided with a 6' whip to be plugged into the Honda generator when in use.	1
78-A2-2020	Electrical Cord Color - Black Note: Terminate 15A/120V outlet	1
78-A2-4620	Reel Location - R6 Compartment Mounted	1
78-A4-0220	Hose/Cord Rollers	1
78-A4-0420	Hose/Cord Stop - Hannay HS-3	1
78-A4-0620	Plate - Power Rewind Reel	1
78-C2-0620	Reel - Electric Rewind Hydraulic w/100' of Hose, Hannay EF2014-17-18 Note: The hydraulic reels shall be plumbed to the Ferrara supplied Genesis Mach III power unit	2
78-C2-1220	Hose - Hydraulic 10,500 PSI Note: Genesis (2 Hose) High Pressure	2
78-C4-0220	Reel Location - Front Bumper, Driver's Side	1
78-C4-0420	Reel Location - Front Bumper, Passenger's Side	1
78-C6-0220	Hose/Cord Rollers	2
78-C6-0420	Hose/Cord Stop - Hannay HS-3	2
<b>== Paint - MVP Pumper - 1606.001 06/03/16 ==</b>		<b>1</b>
80-B4-0420	Wheel Finish - Powder Coat Matte Black All vehicle wheels, hubs, lincoln hats and lug nut covers shall be powder coated matte black.	1
80-C2-0220	Paint - Body, Single Color	1
80-C4-0420	Body Paint Color/Code: Red 854008	1
80-D2-0620	Paint - Interior Compartment, "F-Shield" Extruded Bodies	1
80-D2-2020	Paint - Interior Compartment Hardware, Dark Gray "F-Shield"	1
80-D2-2220	Paint - Front Bumper, Black "F-Shield"	1
80-D2-2620	Paint - Front Bumper Gravelshield, Black "F-Shield"	1
80-D2-2820	Paint - Front Bumper Compartment, Black "F-Shield"	3
80-D2-4020	Paint - Front Bumper Compartment Lid, Black "F-Shield"	3
80-D2-4220	Paint - Front Cab Grille, Black "F-Shield"	1
80-D2-4420	Paint - Front Headlight Bezels, Black "F-Shield"	1
80-D2-4620	Paint - Cab Lower Steps, Black "F-Shield"	1
80-D2-4820	Paint - Cab Fenderettes, Black "F-Shield"	1

PART NO	DESCRIPTION	QTY
80-D2-6020	Paint - Cab Handrails & Stanchions, Black "F-Shield"	1
80-D2-6220	Paint - Cab Side Intake Grilles, Black "F-Shield"	1
80-D2-6420	Paint - Tread Plate Back of Cab, Black "F-Shield"	1
80-D2-8420	Paint - Body Rub Rail, Black "F-Shield"	1
80-D2-8620	Paint - Body Fenderettes, Black "F-Shield"	1
80-D2-8820	Paint - Pull Out Step(s), Black "F-Shield"	1
80-D4-0220	Paint - Dunnage Area, Black "F-Shield"	1
80-D4-0420	Paint - Upper Walkway & Coffin Doors, Black "F-Shield"	1
80-D4-1420	Paint - Fuel Fill Door, Black "F-Shield"	1
80-D4-1620	Paint - Rear Tailboard, Black "F-Shield"	1
80-D4-1830	Paint - Body Handrails & Stanchions, Black "F-Shield"	1
80-D4-2020	Paint - Rear Tail Light Bezels, Black "F-Shield"	1
80-E2-1820	Stripe - Scotchlite, 1-6-1 Triple	1
80-E4-0820	Striping Color: Black	1
80-E4-4420	Pin Stripe/Secondary Stripe Color: Spun Gold	1
	The secondary stripe shall Spun Gold stripe applied 1" above and below the main stripe. The stripe shall have a 1/8" black pinstripe above and below the 1" stripe.	
80-E4-9920	Striping Layout: Hockey Stick Design, Body Compartment Doors	1
80-E6-0220	Stripe - 3/4" Spun Gold w/Pinstripe	1
80-E8-0220	Striping - Rear Body, Reflective Chevron	1
80-E8-0820	Chevron Striping Colors: 3M Red & Gold	1
80-E8-2020	Pin Striping - 1/4" Black, Between Rear Chevron Striping	1
80-G2-0220	Lettering - 3" Spun Gold w/Shade	1
80-G6-0820	Shade Color: Black	1
	<b>== Warranty / Manuals - Pumpers Custom MVP - 1606.001 06/03/16 ==</b>	<b>1</b>
98-A2-0420	Warranty - Body Parts & Labor, 2-Year	1
98-A2-1020	Warranty - Cab/Chassis Parts & Labor, 2-Year	1
98-A4-0210	Warranty - Cab Structural, 10-Year/100,000 Miles	1
98-A4-0420	Warranty - Body Structure, 10-Year/100,000 Miles	1
98-A6-0210	Warranty - Cab Paint, 10-Year/100,000 Miles	1
98-A6-0220	Warranty - Body Paint, 4-Year/100,000 Miles	1
98-A8-0220	Warranty - Frame Rails, Lifetime	1
98-A8-0420	Warranty - Meritor Axle, 2-Year/Unlimited Miles	1
98-A8-4220	Warranty - Cummins Engine, 5-Year/100,000 Miles	1
98-A8-4420	Warranty - Allison Automatic Transmission, 5-Year/Unlimited Miles	1
98-A8-4620	Warranty - Anti Lock Brake System, 3-Year/300,000 Miles	1
98-A8-6220	Warranty - Waterous Pumps	1
98-A8-8020	Warranty - Plumbing System, 10-Year	1
98-A8-8420	Warranty - Poly Water Tank, Lifetime	1
98-B2-0220	Manuals (2) - Chassis Operation, Digital	1
98-B2-1220	Manuals (2) - Engine/Transmission Operations	1
98-B2-1820	Manuals - Apparatus Body & Components	1
98-B2-2020	Manuals - Pump	1
98-B2-2220	Safety Guide - FAMA	1
98-B2-6020	Wiring Diagrams - Cab/Chassis, Standard	1
98-B2-6620	Wiring Diagrams - Apparatus Body, Standard	1
	<b>== Loose Equipment Pkg. - Pumper MVP - 1606.001 06/03/16 ==</b>	<b>1</b>
90-C2-0420	Ladder - 10' Folding Attic, Alco-Lite FL-10	1
	Location: Ladder Tunnel	
90-C6-0420	Ladder - 14' Roof, Alco-Lite PRL-14	1
	Location: Ladder Tunnel	
90-D6-1020	Ladder - 24' 2-Section Extension, Alco-Lite PEL-24	1
	Location: Ladder Tunnel	
90-F2-0220	Ladder - Multipurpose Folding Ladder, Little Giant	1
	Location: Compt. R4	

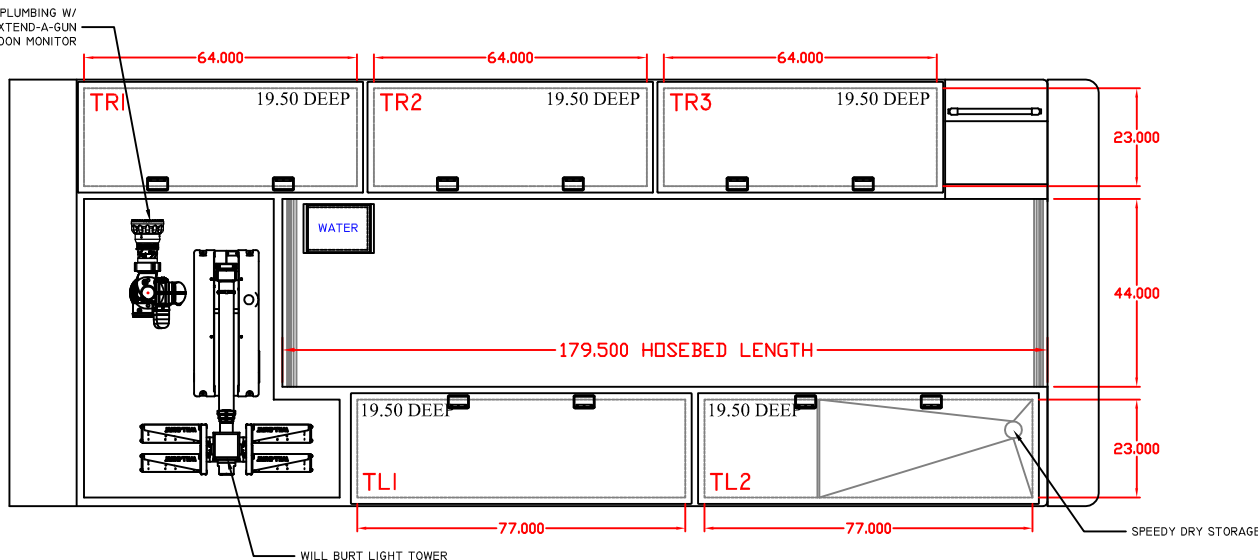
PART NO	DESCRIPTION	QTY
90-H8-0220	Hose (2) - PVC Flexible Suction, Kochek 10' x 5" Storz	1
90-K2-1020	Strainer - 5" Storz Barrel, Kochek BS50C	1
90-K4-0820	Bracket - 5" Strainer, Kochek MM501C	1
92-A2-0615	Hose - 25' x 1" Booster	1
92-A2-0620	Hose - 50' x 1" Booster	1
92-A2-0820	Hose - 100' x 1" Booster	1
96-00-0000	Collapsible Step Chock - Rescue 42, Model SRK-L	1
96-00-0005	Strut Truck Kit - Rescue 42, CTC-6002	1
	Rescue 42 Strut Truck Kit, model CTC-6002, included with the apparatus. The Strut Truck Kit shall include two (2) Long Struts with Combi-Heads and Baseplates, two (2) Short Struts with Combi-Heads and Baseplates, four (4) 27' Straps, one (1) 1 Screw-Jack Head, one (1) A-Frame Head with 3 pins, one (1) Spike Foot, one (1) Hook Cluster, one (1) Cinch Ring, nine (9) Yellow Strut Pins, five (5) Base Pins, one (1) Accessory Bag and one (1) Instructional DVD.	
96-00-0010	Spreader - Genesis Rescue System(Casco) - Model S-53 w/ Red OSC Coupler	1
96-00-0011	Cutter - Genesis Rescue System(Casco) - Model C236 w/ NXT Blades & Blue OSC Coup	1
96-00-0012	Combi Tool - Genesis Rescue System(Casco) - Model 17C Brute w/ Black OSC Coupler	1
96-00-0013	Ram, 21" - Genesis Rescue System(Casco) - Model 21PP w/ Black OSC Coupler	1
96-00-0014	Ram, 41" - Genesis Rescue System(Casco) - Model 41PP w/ Black OSC Coupler	1
96-00-0015	Power Unit - Genesis Rescue System(Casco) - Model Mach III Outlaw w/ 6.5 Honda	1
96-00-0016	Chain Set - Genesis Rescue System(Casco)	2
96-00-0019	Hydraulic Ext. Hose - Genesis Rescue System(Casco) - STD-OSC 30' Red	2
96-00-0020	Hydraulic Ext. Hose - Genesis Rescue System(Casco) - STD-OSC 30' Blue	2
96-00-0025	Air Bag Set - Genesis Rescue System(Casco) - Model HP	1



COMPARTMENT DIMENSIONS		
COMPT.	OPENING	INTERIOR
L1	11.5W X 17.75H	11.5W X 17.75H X 28.50D
R1	11.5W X 17.75H	11.5W X 17.75H X 25D
L2	10.5W X 31.75H	10.5W X 31.75H X 84.5D
R2	10.5W X 31.75H	10.5W X 31.75H X 15D
L3/R3	42W X 65.50H	44.50W X 74.25H X 27.5D UPPER PUMP PANEL LOWER
L4/R4	51W X 74H	54W X 74.25H X 27.5D
L5/R5	55.50W X 29.25H	58W X 38H X 27.5D
L6/R6	51.50W X 61.50H	54W X 70.25H X 27.5D / TRANSVERSE
B1	41.50W X 52.25H	44W X 61H X 19D UPPER 39 LOWER

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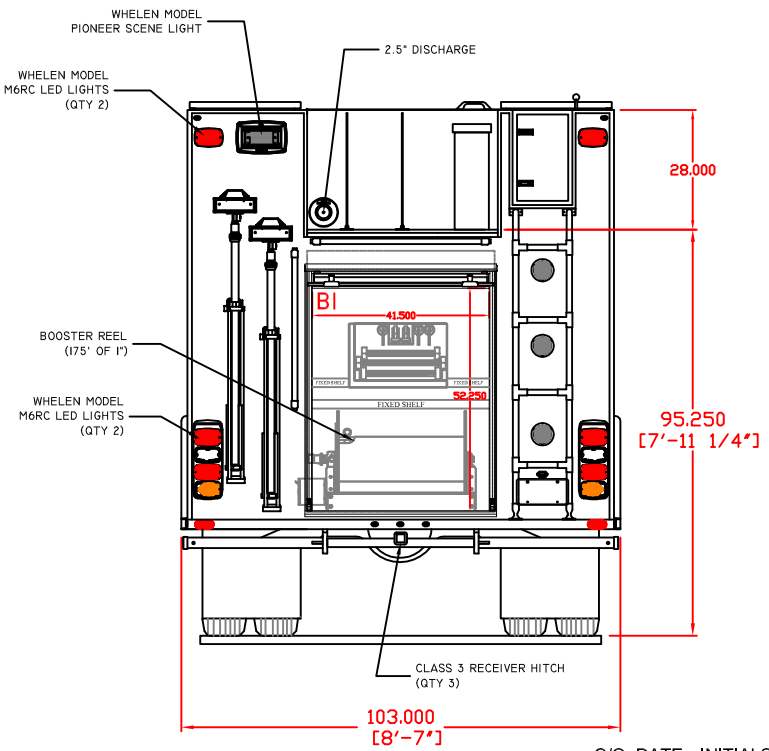
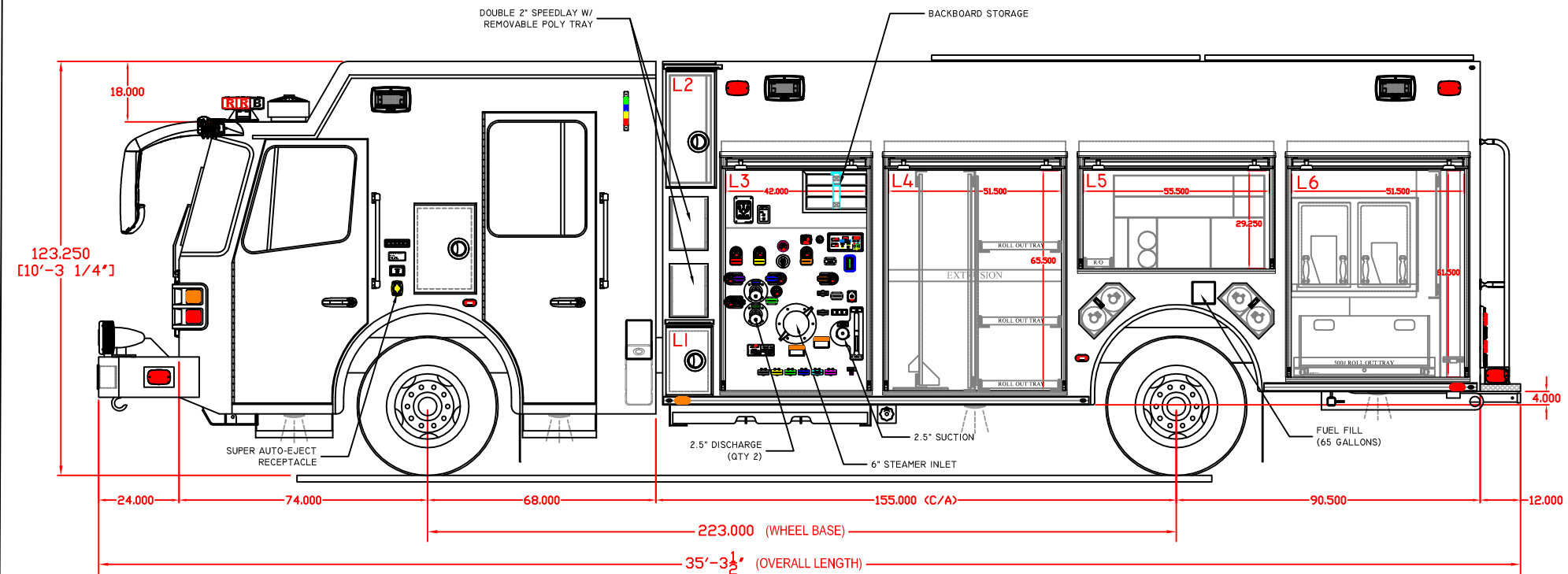


**FERRARA**  
FERRARA FIRE APPARATUS, INCORPORATED

**GLENPOOL FIRE DEPT.**  
1500 GPM WATEROUS CSU PUMP  
750 GALLON WATER TANK

LADDER STORAGE COMPLIMENT

- 1-24' 2-SECTION LADDER (PEL-24)
- 1-14' ROOF LADDER (PRL-14)
- 1-10' ATTIC LADDER (FL-10)
- 3-PIKE POLE TUBES





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To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
From: Julie Casteen, Finance Director  
Date: April 26, 2017  
Subject: Approval of Fire Truck Lease-Purchase Agreement

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Background:

Proposition 2 of the Move Glenpool Forward initiative included the replacement of a fire truck budgeted at \$900,000. The final cost of the truck and equipment is \$788,967. Financing proposals were solicited from several financial institutions.

The most favorable terms were quoted by Community Leasing Partners out of Manhattan, Kansas. The recommended lease term is 5 years with no interest. An advance payment of \$99,662.31 is due at closing, with annual payments of \$99,662.31 for the next four years. A balloon payment of \$290,655.44 is due at the end of the lease in May, 2021. Payments will be made from the Public Safety Capital Fund. A summary of the financing quotes is attached for your review.

Staff Recommendation

Staff recommends the following Council action:

- Approval of Resolution No. 17002 authorizing the purchase of a new Ferrara Inferno MVP Custom Rescue Pumper and Equipment Package through a 5-year lease-purchase agreement with Community Leasing Partners in the amount of \$788,967 at 0% interest.

Attachments

1. Vehicle Quote from Ferrara
2. Financing proposals
3. Proforma Equipment Lease-Purchase Agreement with Community Leasing Partners
4. Resolution No. 17002 (Exhibit B of Lease-Purchase Agreement)



## FIRE APPARATUS PROPOSAL

City of Glenpool Fire Department  
12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

March 7, 2017

We hereby propose to manufacture and furnish the following Ferrara Fire Apparatus vehicle and NFPA pumper equipment, as described by the accompanying detailed specifications and per the terms and conditions of the Ferrara Apparatus Purchasing Contract. The apparatus and equipment will be delivered to Glenpool, Oklahoma within 240-300 Calendar Days.

### Base Price of New Fire Apparatus

DESCRIPTION	QTY	PRICE EA.	EXTENDED
One (1) New Ferrara Inferno MVP Custom Rescue Pumper and NFPA partial equipment for Pumper per NFPA 1901	1	\$693,296.00	\$693,296.00
Includes the following at no additional charge:			
Onsite training by factory training staff		\$0.00	\$0.00
Delivery to Glenpool Fire Department, Glenpool, OK		\$0.00	\$0.00
Additional 1 year warranty for a total of 2 years		\$0.00	\$0.00
<b>Total Purchase Price</b>			<b>\$ 693,296.00</b>

We sincerely appreciate this opportunity to provide the Glenpool Fire Department with this quote for review and consideration. Should you require any additional information please feel free to contact me at (225) 235-2212 or (479) 238-3721.

A handwritten signature in black ink, appearing to read "Jim Stover".

Jim Stover  
Apparatus Sales - Ferrara Fire Apparatus, Inc.  
P.O. Box 201 – Siloam Springs, Arkansas 72761  
Direct (225) 235-2212 – Fax (225) 567-7760  
[jim.stover@ferrarafire.com](mailto:jim.stover@ferrarafire.com)







## FIRE APPARATUS PROPOSAL

City of Glenpool Fire Department  
12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

March 7, 2017

We hereby propose to furnish the following equipment as part of the purchase with a Ferrara Fire Apparatus MVP Rescue Pumper, as described by the accompanying detailed specifications and per the terms and conditions of the Ferrara Apparatus Purchasing Contract. The equipment will be delivered with the apparatus to Glenpool, Oklahoma within 240-300 Calendar Days.

### Loose equipment pricing

DESCRIPTION	QTY	PRICE EA.	EXTENDED
One (1) Loose Equipment Package to include the following: Honda EU 3000i Generator x1 FRC Optimum OPA600-S75 Tripod Light AC X2 Streamlight SL-20X LED Light x2 Rescue 42 collapsible step chock x2 Rescue 42 CTC-6002 Strut Truck Kit x1 Genesis S-53 Spreader x1 Genesis C236 Cutter x1 Genesis 17C Combi tool x1 Genesis 21PP Ram x2 Genesis 41PP Ram x1 Genesis Mach II Outlaw Power Unit x1 Genesis Rescue System Chain Set x2 Genesis OSC tool upgrade x20 Genesis OSC Hose Upgrade x1 Genesis 30' Red Hose x2 Genesis 30' Blue Hose x2 Genesis HP Air Bag Set x1 Tool Mounting Plates x15 Dewalt ½" Impact Driver x1 Dewalt ¼" Impact Driver x2 Dewalt DCS380P1 SawZall x1 Dewalt Battery with Charger x3 Husqvarna Shark II Vent Saw x1 Husqvarna STDK12FD-SSS K-12 Saw x1 Stryker Stair Pro 6252 Chair x2	1	\$95,671.00	\$95,671.00
<b>Total Purchase Price</b>			<b>\$ 95,671.00</b>

We sincerely appreciate this opportunity to provide the Glenpool Fire Department with this quote for review and consideration. Should you require any additional information please feel free to contact me at (225) 235-2212 or (479) 238-3721.

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Rates Quotes - Fire Truck and Equipment						3/30/2017
5 Year Term						
Equipment Cost		\$ 788,967				
Financial Institution	Rate	Total Annual Payment	Total Lease Payments	Balloon Payment due FY22	Total Payments	Interest Paid
Community Leasing Partners	0.00%	\$ 99,662	\$ 498,312	\$ 290,655	\$ 788,967	\$ -
Community Leasing Partners	0.00%	\$ 157,793	\$ 788,967	\$ -	\$ 788,967	\$ -

7 Year Term				
Equipment Cost		\$ 788,967		
Financial Institution	Rate	Total Annual Payment	Total Lease Payments	Interest Paid
Republic First National	2.89%	\$ 126,113	\$ 882,788	\$ 93,821
Government Capital	3.22%	\$ 127,662	\$ 893,636	\$ 104,669

10 Year Term				
Equipment Cost		\$ 788,967		
Financial Institution	Rate	Total Annual Payment	Total Lease Payments	Interest Paid
Community Leasing Partners	3.09%	\$ 90,148	\$ 901,478	\$ 112,511
Republic First National	3.17%	\$ 92,708	\$ 927,075	\$ 138,108
Government Capital	3.50%	\$ 94,866	\$ 948,665	\$ 159,698

# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE:** City of Glenpool

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 5/5/2017, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Glenpool, 12205 South Yukon Avenue, Glenpool, OK 74033 a body corporate and politic duly organized and existing under the laws of the State of Oklahoma ("Lessee");

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement

made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

### **ARTICLE III. LEASE TERM**

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

### **ARTICLE IV. RENTAL PAYMENTS**

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to

pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 4.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

**Section 4.05. Ratification of Lease Term.** Lessee shall not incur any obligation in excess of the income and revenues provided under the Original Term or any subsequent Renewal Term because Lessee shall have the right to terminate all of its obligations regarding Rental Payments at the end of the Original Term or any subsequent Renewal Term. The Governing Body of Lessee shall notify Lessor in writing of their decision to terminate their obligations regarding Rental Payments as soon as the decision to terminate is made and in any event not later than 30 days after the end of their Budget Year. If Lessee does not notify Lessor of its intention to terminate the Agreement in writing within 30 days after the end of the Budget Year then the Agreement shall be deemed to be mutually ratified by both parties and shall continue in full force and effect for the next Renewal Term. If Lessee terminates this Agreement under this provision then Lessee shall immediately deliver the Equipment to Lessor as provided in Section 3.03. Lessee will be liable for all damages to the Equipment other than normal wear and tear. If the Lessee fails to deliver the Equipment to the Lessor then the Lessor shall have the right to enter the premises where the Equipment is located and take possession of the Equipment and charge the Lessee for the costs incurred.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

**Section 5.01. Title to the Equipment.** Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

**Section 5.02. Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

**Section 5.03. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 5.04. Option to Purchase.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 6.01. Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit D.

**Section 6.02. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 6.03. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and

encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

**Section 6.05. Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

**Section 6.06. Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 7.01. Risk of Loss.** Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

**Section 7.02. Damage, Destruction and Condemnation.** If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 7.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

**Section 8.01. Disclaimer of Warranties.** LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

**Section 8.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 8.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

**Section 8.04. Essential Nature of the Equipment.** Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

**Section 9.01. Assignment by Lessor.** Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents,



including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## **ARTICLE X. EVENTS OF DEFAULT AND REMEDIES**

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.  
In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:
  - (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
  - (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
  - (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

#### **ARTICLE XI. MISCELLANEOUS**

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

#### **Lease No. GLEOK2017-04E**

##### **LESSEE:**

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

##### **LESSOR:**

Community First National Bank

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title



## EXHIBIT A

### SCHEDULE OF EQUIPMENT NO. 01, Dated 5/5/2017

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: GLEOK2017-04E

**LESSEE:**

City of Glenpool

**LESSOR:**

Community First National Bank

\_\_\_\_\_  
Timothy Fox, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

## ATTACHMENT 1 EQUIPMENT DESCRIPTION

---

**RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

**Lease Number: GLEOK2017-04E**

One (1) New Ferrara Inferno MVP Custom Rescue Pumper with Equipment

With a total acquisition cost of \$788,967.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: 14536 S. Elwood Ave., Glenpool, OK 74033

**LESSEE:**

City of Glenpool

---

Timothy Fox, Mayor

## ATTACHMENT 2 PAYMENT SCHEDULE

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RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

Lease Number: GLEOK2017-04E

Cost of Equipment: \$788,967.00

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	Due at Closing	\$99,662.31	\$0.00	\$99,662.31	Not Available
2	5/5/2018	\$99,662.31	\$17,995.98	\$81,666.33	\$562,141.45
3	5/5/2019	\$99,662.31	\$15,668.49	\$83,993.82	\$476,257.77
4	5/5/2020	\$99,662.31	\$13,274.67	\$86,387.64	\$387,926.41
5	5/5/2021	\$99,662.31	\$10,812.62	\$88,849.69	\$297,077.60
6	5/10/2021	\$290,655.45	\$115.01	\$290,540.44	\$0.00
<b>Grand Totals</b>		<b>\$788,967.00</b>	<b>\$57,866.77</b>	<b>\$731,100.23</b>	

**LESSEE:**

City of Glenpool

---

Timothy Fox, Mayor

## EXHIBIT B

### LESSEE RESOLUTION 17002

**Re: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on May 1, 2017, by motion duly made, seconded and carried in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, and Exhibits thereto, by and between Community First National Bank, as Lessor, and City of Glenpool, as Lessee; Schedule of Equipment No. 01, dated 5/5/2017; and a certain Escrow Agreement dated as of 5/5/201 (collectively, the "**Agreement**") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:**

Timothy Lee Fox, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July 1 to June 30.

The signatures below, being of officers of the Lessee, evidence the adoption by the Lessee's governing body of this Resolution.

**City of Glenpool**

**Attested By:** \_\_\_\_\_  
Roger Kolman, City Manager

**Certified By:** \_\_\_\_\_  
Susan White, City Clerk

**Approved as to Substance and Form:** \_\_\_\_\_  
Lowell Peterson, City Attorney

## EXHIBIT C

### OPINION OF LESSEE'S COUNCIL



Lowell Peterson  
City Attorney/City Prosecutor  
City of Glenpool  
12205 S. Yukon Ave.  
Glenpool, OK 74033  
Tel. (918) 209-4647  
Fax (918) 209-4641  
[lpeterson@cityofglenpool.com](mailto:lpeterson@cityofglenpool.com)

May 1, 2017

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: City of Glenpool**

Ladies and Gentlemen:

As legal counsel to the City of Glenpool (the "**Lessee**"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, and Exhibits thereto, by and between Community First National Bank (the "**Lessor**") and Lessee, Schedule of Equipment No. 01, dated 5/5/2017, (the "**Schedule**") and a certain Escrow Agreement dated as of 5/5/2017, (collectively, the "**Agreement**") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the referenced Schedule (the "**Equipment**"); (b) all ordinances and/or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement; (c) the proceedings undertaken by Lessee to authorize and execute the Agreement; (d) the Statutes and the Constitution ("**Laws**") of the State of Oklahoma (the "**State**") as presently enacted and construed; and (e) such other opinions, documents, records and certificates as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Glenpool;
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement, subject to annual appropriations by the governing body of Lessee, *provided that*, Lessee shall not incur any obligation in excess of income and revenues appropriated to that purpose under the Original Term or any subsequent Renewal Term, as those terms are defined in the Agreement;
- (4) The Agreement has been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except as may otherwise be provided in section 4.05 thereof, with respect to the possible non-appropriation of funds by the Lessee in a fiscal year subsequent to the Original Term or any subsequent Renewal Term and the consequent right of termination; and with respect to rents being construed only as a current expense and not as a debt in any way that would violate the Laws of the State;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns in the Equipment;
- (7) The signatures of the officers which appear on the Agreement are true and genuine. I know said officers and know them to hold the offices set forth below their names;
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Agreement and the transaction contemplated thereby;
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and, when subjected to use by Lessee, will not be or become fixtures under applicable law;
- (10) Lessee is a political subdivision of the State within the meaning of, and with the requisite power and authority to incur obligations the interest on which is exempt from taxation under, Section 103 of the Internal Revenue Code of 1986, as amended, and related regulations and rulings; and
- (11) Notwithstanding the foregoing opinion in paragraph 10, I expressly issue no opinion, and make no representation, with respect to whether the interest component of Rental Payments, as defined in the Agreement and scheduled on the foregoing Schedule, does or will qualify for exemption from gross income taxation as provided in Section 103 of the Internal Revenue Code of 1986, as amended.

- (12) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest component of the Rental Payments are entitled to rely on this opinion, *provided that* the parties to the Agreement acknowledge that I state no opinion and make no representation with respect to such tax-exempt status.

Respectfully Yours,

A handwritten signature in blue ink, appearing to read "Lowell Peterson", written in a cursive style.

Lowell Peterson

## EXHIBIT D

---

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen:

**RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

**LESSEE:**

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

## BANK QUALIFIED CERTIFICATE

---

**RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

City of Glenpool

---

Timothy Fox, Mayor



## INSURANCE COVERAGE REQUIREMENTS

**Lessee: City of Glenpool**

**Please mark one of the following:**

( ☒ ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ☐ ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Ferrara Inferno MVP Custom Rescue Pumper with Equipment**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
215 S. Seth Child Road  
Manhattan, KS 66502

### INSURANCE REQUIREMENTS:

#### 1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns **MUST** be listed as additional insured and loss payee.

#### 2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns **MUST** be listed as additional insured and loss payee.

#### 3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE  
EMAILED TO [taranichols@clpusa.net](mailto:taranichols@clpusa.net)  
OR FAXED TO: 888.777.7875**

Insurance Company Name: <b>Oklahoma Municipal Assurance Group (OMAG)</b>		
Agents Name: <b>Stephanie Bacon</b>		
Address <b>3650 S. Boulevard</b>		
City: <b>Edmond</b>	State <b>OK</b>	Zip: <b>73013</b>
Phone: <b>(405) 657-1415</b>	Fax: <b>(405) 657-1401</b>	Email: <b>sbacon@omag.org</b>

#### LESSEE:

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

**Lease Number: GLEOK2017-04E**

**Equipment Description: One (1) New Ferrara Inferno MVP Custom Rescue Pumper with Equipment**

Please provide contact information for billing and invoicing purposes.

Person/Department:	<b>Julie Casteen/Finance</b>
P.O. Box/Street:	<b>12205 S Yukon Ave</b>
City, State, Zip	<b>Glenpool, OK 74033</b>
Telephone Number:	<b>(918-209-4628</b>
Email Address:	<b>ap@cityofglenpool.com</b>

## NOTICE OF ASSIGNMENT

---

April 12, 2017

City of Glenpool  
12205 South Yukon Avenue  
Glenpool, OK 74033

**RE: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee. Along with the Escrow Agreement entered into as of 5/5/2017.**

Please be advised Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All Rental Payments and payment of the Purchase Option Price due under the Agreement should be made to the Assignee at the above address.

Community First National Bank

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

ACKNOWLEDGED AND ACCEPTED:

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

\*Lessor may at a future date desire to assign this lease agreement but at this time a specific Assignee is undetermined. At such time as Lessor desires to assign this lease; Lessee will be provided a signed copy of this page for their records and will be made aware of any changes in who and where to send subsequent rental payments. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

# ESCROW AGREEMENT

---

THIS ESCROW AGREEMENT, made and entered into as of 5/5/2017 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Glenpool ("Lessee") a political subdivision under the laws of the State of Oklahoma ("State"), duly organized and existing under the Constitution and laws of the State.

## WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 5/5/2017 to Master Equipment Lease Purchase Agreement dated as of 5/5/2017 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 5/5/2017 to Master Equipment Lease Purchase Agreement dated 5/5/2017, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

## ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$731,100.23. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or

inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

#### **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

#### **ARTICLE VI. FURTHER ASSURANCES**

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

#### **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE VIII. LIMITATION OF LIABILITY**

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.



**ARTICLE IX. MISCELLANEOUS**

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

**ESCROW AGENT:**

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Signature

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Name and Title

**LESSOR:**

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Signature

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Name and Title

**LESSEE:**

City of Glenpool  
12205 South Yukon Avenue  
Glenpool, OK74033

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Timothy Fox, Mayor

**EXHIBIT A  
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 5/5/2017, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Glenpool, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID**

**TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Roger Kolman, City Manager**  
Name and Title

\_\_\_\_\_  
*Signature of additional authorized individual (optional)*

# **TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

**This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 5/5/2017 to Master Equipment Lease Purchase Agreement dated as 5/5/2017 by and between Community First National Bank, ("Lessor") and City of Glenpool ("Lessee").**

## **1. In General.**

- 1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 5/5/2017 to Master Equipment Lease Purchase Agreement dated as of 5/5/2017 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Ferrara Inferno MVP Custom Rescue Pumper with Equipment of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").
- 1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.
- 1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
- 1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.
- 1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.
- 1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

## **2. Purpose of the Financing Documents.**

- 2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$731,100.23 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 5/5/2017 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.
- 2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.
- 2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

## **3. Source and Disbursement of Funds.**

- 3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.
- 3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.
- 3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:
  - (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
  - (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
  - (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
  - (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

## **4. Temporary Period.**

- 4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.
- 4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
- 4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.
- 4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

## **5. Escrow Account.**

- 5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as

amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

City of Glenpool

\_\_\_\_\_  
Timothy Fox, Mayor

\_\_\_\_\_  
Date



Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

## ***Invoice***

To:  
City of Glenpool  
Attn: Julie Casteen  
12205 South Yukon Avenue  
Glenpool, OK 74033

**Re: Lease for One (1) New Ferrara Inferno MVP Custom Rescue Pumper with Equipment**

DESCRIPTION	AMOUNT
First Payment Due at Closing:	\$99,662.31
Other / Additional Fees:	\$0.00
<b>TOTAL DUE</b>	<b>\$99,662.31</b>

Make checks payable to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

If you have any questions, please feel free to contact Tara Nichols at 888.777.7850.

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Glenpool</b>		2 Issuer's employer identification number (EIN) <b>23-7196935</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>12205 South Yukon Avenue</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Glenpool, OK 74033</b>		7 Date of issue <b>05/05/2017</b>	
8 Name of issue <b>MASTER EQUIPMENT LEASE PURCHASE AGREEMENT</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	731,100 23
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/10/2021	\$ 731,100.23	\$ N/A	4 years	2.850 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)



**Part VI Miscellaneous**

- |            |  |  |
|------------|--|--|
| <b>35</b>  |  |  |
| <b>36a</b> |  |  |
| <b>37</b>  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ **Timothy Fox, Mayor**  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. _____			

## EXHIBIT B

### LESSEE RESOLUTION 17002

**Re: Schedule of Equipment No. 01, dated 5/5/2017, to Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on May 1, 2017, by motion duly made, seconded and carried in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Master Equipment Lease Purchase Agreement, dated as of 5/5/2017, and Exhibits thereto, by and between Community First National Bank, as Lessor, and City of Glenpool, as Lessee; Schedule of Equipment No. 01, dated 5/5/2017; and a certain Escrow Agreement dated as of 5/5/201 (collectively, the "**Agreement**") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:**

Timothy Lee Fox, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July 1 to June 30.

The signatures below, being of officers of the Lessee, evidence the adoption by the Lessee's governing body of this Resolution.

**City of Glenpool**

**Attested By:** \_\_\_\_\_  
Roger Kolman, City Manager

**Certified By:** \_\_\_\_\_  
Susan White, City Clerk

**Approved as to Substance and Form:** \_\_\_\_\_  
Lowell Peterson, City Attorney



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To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
From: Julie Casteen, Finance Director  
Date: April 26, 2017  
Subject: Supplemental Appropriation – Public Safety Capital Fund

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Background:

The fire truck lease requires a supplemental appropriation in the Public Safety Capital Fund to account for the lease proceeds and to capitalize the expense of the equipment.

Staff Recommendation

Staff recommends the following Council action:

- Motion to approve a Supplemental Appropriation in the Public Safety Fund in the amount of \$788,967 in lease proceeds and \$788,967 in expenditures in the Fire Department for the lease-purchase of a fire truck.

	SOURCE		USE
<b>Public Safety Capital Fund</b>			
Lease Proceeds	\$788,967		
Fire Department:			
Fire Vehicles, account 51-6-06-6350			\$ 788,967

Attachments

None



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To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
From: Julie Casteen, Finance Director  
Date: April 26, 2017  
Subject: FY-2017 Audit Engagement and Compilation Engagement Letters

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Background:

The City has engaged the firm of Arledge & Associates to conduct an annual Financial and Compliance Audit for the Fiscal Year Ending June 30, 2017. We have received two engagement letters from Arledge. The Audit Engagement letter states the Scope of Services, Audit Objectives, Audit Procedures – General, Audit Procedures – Internal Controls, Audit Procedures – Compliance, Other Services, Management Responsibilities, Administration, Fees and Other items. The Audit Compilation Letter gives Arledge permission to provide expertise to assist the City in the presentation of the financial statements, including compiling the report to submit to the State Auditor. Fees for the audit services are \$23,400. The cost of the audit is split between the City and GUSA, and is budgeted in the General Fund General Government department, account 01-6-01-6236, and in the GUSA Fund in the Water and Sewer department, account 02-6-16-6236.

Staff Recommendation:

The Audit Engagement letter is a standard letter that is required prior to fiscal year end to properly engage the audit firm for the financial and compliance audit which is required for the City. The Compilation Engagement Letter is also a standard letter that allows the audit firm to compile statements in a format necessary to submit to the State Auditor. I recommend the council accept both letters and direct the Mayor to sign on behalf of the City government, and authorize the Finance Director to sign the letters on behalf of Management.

Attachments:

1. FY-2017 Audit Engagement Letter
2. FY-2017 Compilation Engagement Letter



## **FY-2017 Audit Engagement Letter**

April 14, 2017

To the Governance and Management of the City of Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Glenpool, Oklahoma (the "City") for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis;
- 2) Budgetary Comparison Information;
- 3) Pension Plan Fund Schedules; and
- 4) OPEB Plan Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards;
- 2) Combining Schedules; and
- 3) Fiscal Year 2017 Operating Report.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards

generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing board of the City of Glenpool, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written



representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually



and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of

selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and, signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$23,400. This fee includes miscellaneous charges, such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is based on the assumption the City did not have any significant expenditures of federal awards that would require a single audit engagement. If additional time is necessary due to a single audit engagement, or for other unanticipated reasons, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed prices for the services entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional services will be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.

We appreciate the opportunity to be of service to the City of Glenpool, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## FY-2017 COMPILATION ENGAGEMENT LETTER

April 14, 2017

To the Governance and Management of the City of Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the City of Glenpool, Oklahoma for the year ended June 30, 2017.

We will prepare the Annual Survey of City and Town Finances ("Annual Survey") of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2017, and perform a compilation engagement with respect to that form.

### **Our Responsibilities**

The objective of our engagement is to:

- 1) Assist you in presenting the Annual Survey in accordance with the format prescribed by the Office of the State Auditor & Inspector (SA&I) of the State of Oklahoma from information provided by you, and
- 2) Apply accounting and financial reporting expertise to assist you in the presentation of financial schedules without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial schedules in order for the statements to be in conformity with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the Annual Survey in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and assist you in the presentation of the schedules in accordance with the requirements of the SA&I of the State of Oklahoma.

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The preparation and fair presentation of financial schedules in accordance with the reporting requirements of the Office of the State Auditor & Inspector of the State of Oklahoma.
- 2) The preparation and fair presentation of the Annual Survey in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial schedules.
- 4) The prevention and detection of fraud.
- 5) To ensure that the City complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the compilation engagement.
  - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

#### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the Annual Survey of City and Town Finances and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them. If, for any reason, we are unable to complete the compilation of your schedules, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the Annual Survey is presented in a prescribed form in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing the Annual Survey that indicates we have performed a compilation engagement on such financial statements and, prior to inclusion to the report, to ask our permission to do so.

#### **Other Relevant Information**

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are included in the FY-2017 Audit Engagement Letter, dated April 14, 2017.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



---

**MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**RE: CONSTRUCTION CONTRACT CHANGE ORDER REQUEST NO. 1:  
DIRT WURX, LLC – SOUTH COUNTY SOCCER COMPLEX PROJECT**

**DATE: MAY 1, 2017**

**BACKGROUND**

This item is for Council consideration and action regarding the review and approval of a construction contract change order request submitted by Dirt Wurx, LLC in the amount of \$10,110.00. This change order covers the additional costs incurred to relocate the existing storm sewer piping that serves as the discharge for the existing as well as the re-configured storm water detention facility. This relocation is necessary to accommodate the proposed development of the adjacent property to be known as Glen Hills Addition. Attached are several drawings that depict the original location of the outfall piping from the detention facility as well as drawings that indicate the revised location and grade. Note that the relocated discharge will be intercepted with an underground storm sewer piping network located in what will be Phase II of this residential addition. Note also that the discharge piping will be located within a common reserve area created for pedestrian access to the South County Rec. Center as well as serving to direct any surface storm water run-off between lots to an adjacent street as illustrated in the drawings. As indicated, the discharge piping from the soccer complex detention facility will temporarily drain via an open channel as shown until the Glen Hills Development improvements are constructed. It should also be noted that approval of this change order will add fourteen (14) days to the overall duration of the Dirt Wurx contract due to adverse weather conditions effectively moving the project completion date to September 12<sup>th</sup>.

**Recommendation:**

Staff recommends approval of Construction Change Order No. 1 that increases the current contract amount \$10,110.00 resulting in a new total contract amount of \$1,256,310.00 and extends the contract duration fourteen (14) calendar days for an official contract completion date of September 12<sup>th</sup>, 2017.

**Attachments:**

- A. Contract Change Order Request No. 1
- B. Construction Drawings



April 21, 2017

City of Glenpool  
Mr. Lynn Burrow, Community Development  
P.O. Box 70  
Glenpool, OK 74033

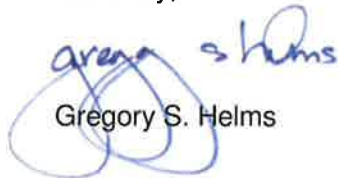
Re: Change Order One to Owner / Contractor Agreement  
Glenpool Soccer Complex  
Glenpool, Oklahoma

Dear Mr. Burrow,

As requested, we issued a Proposal Request to JE Dirt Wurx, LLC for revising the storm water detention pond out-flow structure location and extension of the out-flow ditch to align with the proposed storm water system of the planned residential development directly west of the Soccer Complex Site. Attached is Changer Order One, in the amount of \$10,110.00 for revisions and additional work necessary to accommodate this request. Additionally, this Changer Order includes Fourteen weather days in accordance with the Owner / Contractor Agreement. The additional fourteen days extends the Project Completion Date to September 12, 2017.

Please let me know if you have any questions about this Change Order.

Sincerely,



Gregory S. Helms



AIA®

## Document G701™ – 2001

**Change Order****PROJECT** (Name and address):

City of Glenpool - Soccer Complex  
13800 S. Peoria Ave.  
Glenpool, OK 74033

**CHANGE ORDER NUMBER:** 001**DATE:** April 21, 17**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**TO CONTRACTOR** (Name and address):

JE Dirt Wurx, LLC  
1206 SE 15th  
Wagoner, OK 74467

**ARCHITECT'S PROJECT NUMBER:** 16-00400**CONTRACT DATE:** January 17, 2017**CONTRACT FOR:** General Construction**FIELD:** ☐**OTHER:** ☐**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)***Deductions:**

5' Manhole Installation: \$750.00  
Flume Reduction: \$500.00  
Less Section of 42" RCP: \$475.00  
Less End Section of 42" RCP: \$100.00  
Total Deductions: \$1,825.00

**Additions:**

Cut New Spillway: \$950.00  
Dig Discharge Ditch on Adjacent Property: \$4,700.00  
Modify Three Way Drop Inlet: \$1,300.00  
Additional Sod and Watering of New Discharge Ditch: \$150.00  
Additional 36" RCP: \$640.00  
Revised Grading: \$3,950.00  
Bond Increase: \$245.00  
Total Additions: \$11,935.00

Weather Days To Date: 14

The original Contract Sum was

\$ 1,246,200.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 1,246,200.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 10,110.00

The new Contract Sum including this Change Order will be

\$ 1,256,310.00

The Contract Time will be increased by Fourteen (14) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 12, 2017

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

GSHELMS & Associates, LLC

**ARCHITECT** *(Firm name)*

424 E. Main St., Jenks, OK 74037

**ADDRESS**

**BY** *(Signature)*

Gregory S. Helms

*(Typed name)*

**DATE**

JE Dirt Wurx, LLC

**CONTRACTOR** *(Firm name)*

1206 SE 15th, Wagoner, OK 74467

**ADDRESS**

**BY** *(Signature)*

Josh Eidson

*(Typed name)*

**DATE**

Ctiy of Glenpool, OK

**OWNER** *(Firm name)*

12205 S. Yukon Ave., Glenpool, OK  
74033

**ADDRESS**

**BY** *(Signature)*

Mr. Roger Kolman

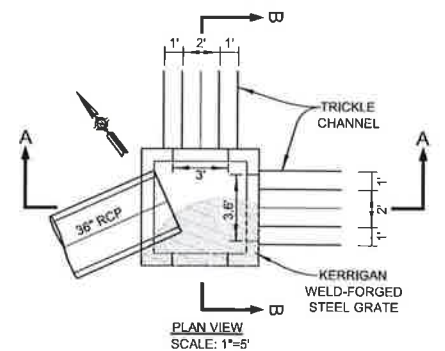
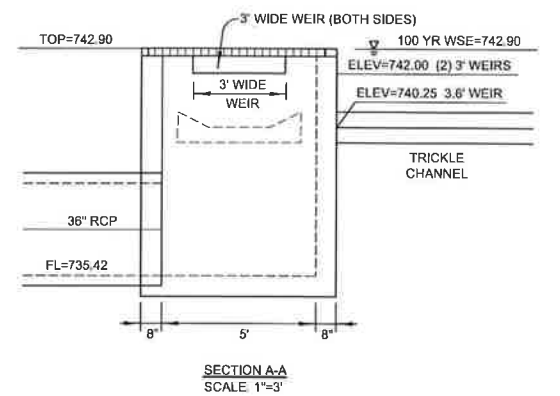
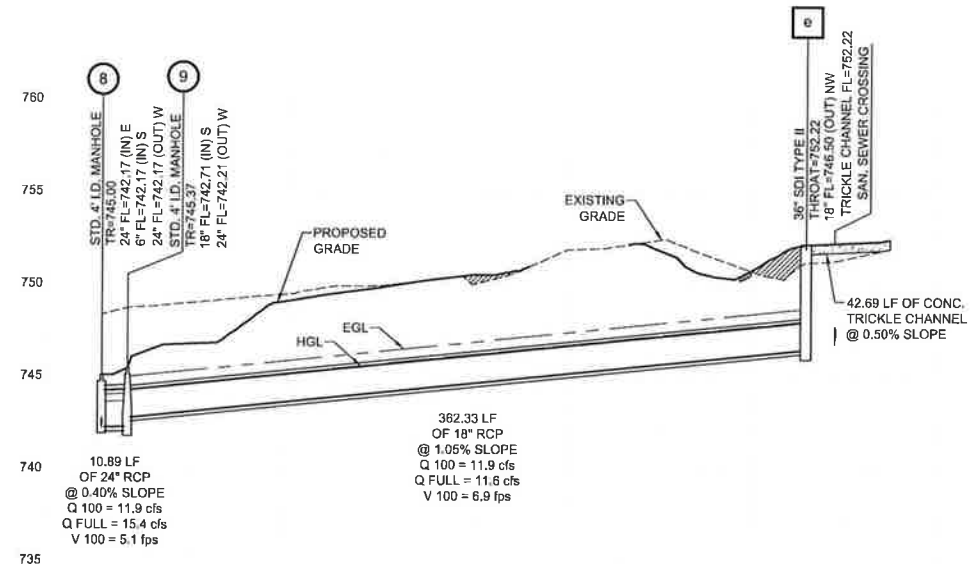
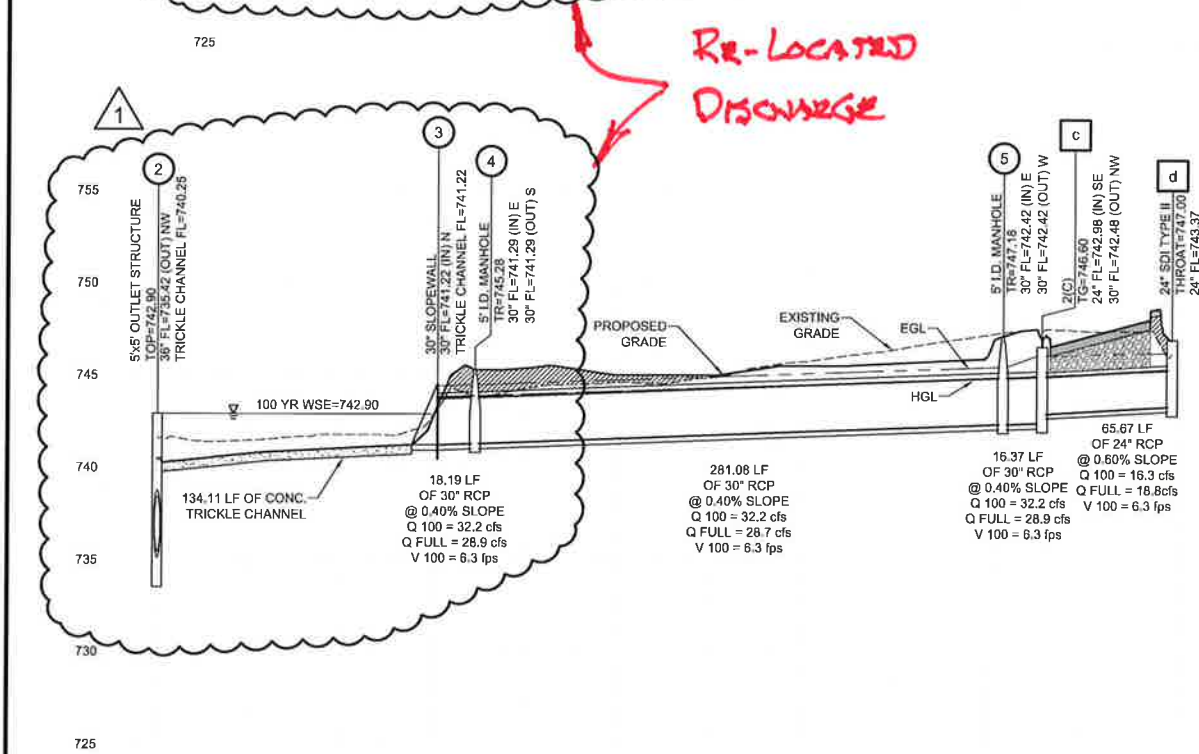
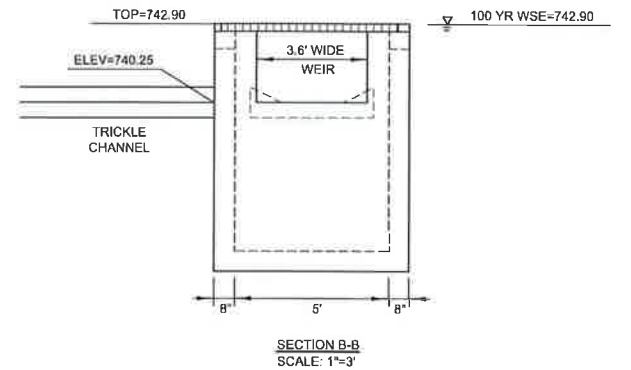
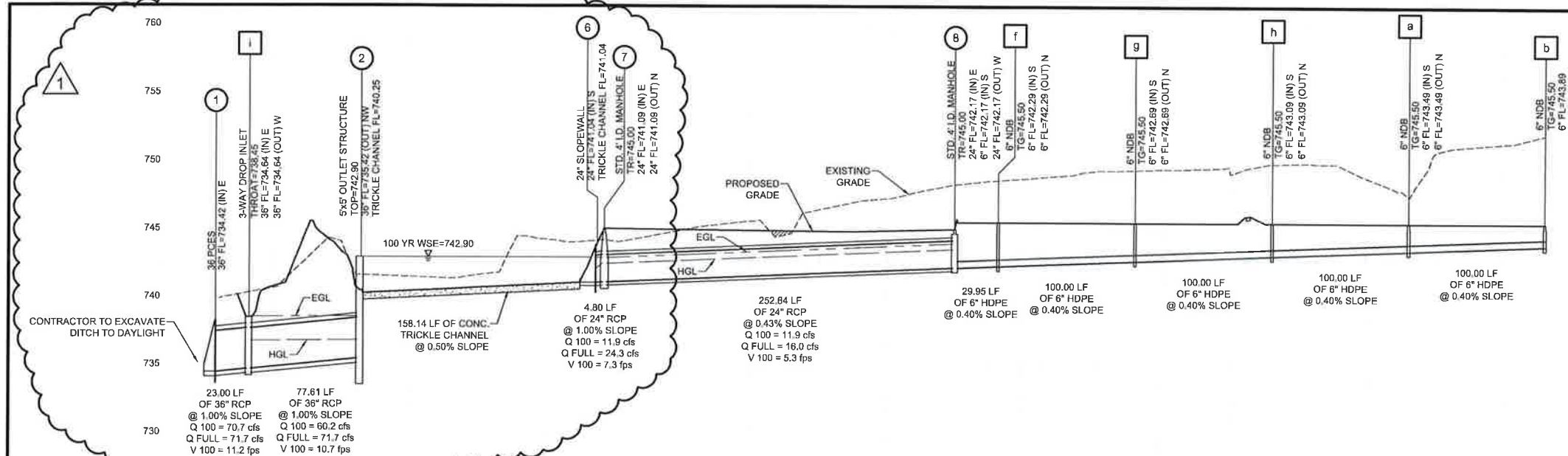
*(Typed name)*

**DATE**









**A** Outlet Structure 2 Detail

Legend:

	ENERGY GRADE LINE
	HYDRAULIC GRADE LINE
	PROPOSED GRADE
	EXISTING GRADE
715.00 TR	TOP OF RIM ELEVATION
715.00 TG	TOP OF GRATE ELEVATION
715.00 FL	FLOW LINE (INVERT) ELEVATION

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL PUBLIC WORKS DEPARTMENT SPECIFICATIONS, INCLUDING O.D.O.T. 2009 EDITION SPECIFICATIONS

CALL OKIE!

EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE EFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT OKLAHOMA ONE-CALL: 1-800-522-6543.

SOUTHWESTERN BELL TELEPHONE COMPANY  
 COX COMMUNICATIONS  
 OKLAHOMA NATURAL GAS COMPANY  
 AMERICAN ELECTRIC POWER COMPANY



DATE	REVISIONS
3-9-17	RE-ALIGNED TRICKLE CHANNEL IN POND; MOVED STRUCTURES 1, 2 & 1/REV. GRADES ADJUSTED FL'S

CITY OF  
Glenpool

**S&A** Sisemore Weisz & Associates, Inc.  
 6111 EAST 32nd PLACE  
 TULSA, OKLAHOMA 74136  
 CA. NO. 2421  
 PHONE (918) 695-3900  
 FAX: (918) 695-6965  
 EXP. DATE 6/30/17

PLAN SCALE: N/A	WORK ORDER NO. 14874.07	TYPE OF WORK: N/A	DATE: 10/12/16
PROFILE SCALE: HORZ 1"=50' VERT 1"=5'	FILE: 1713.0720	PHASE: N/A	DRAFTED BY: LAD
	ATLAS PAGE NO. X		SHEET 8 OF 14

Glenpool Soccer Complex  
Storm Sewer Profiles & Details



**Glenn Abbey, Blocks 7 thru 13**

15' U/E  
25' B/L

SSMH  
TR=730.55  
FL=725.55

5' U/E

7.5' U/E

22 21 20 19 18

SSMH  
TR=733.23  
FL=726.77

3 OIL WELL  
15' B/L

2 1 5' U/E

SSMH  
TR=737.25  
FL=729.84

5' U/E

SSMH  
TR=737.50  
FL=730.73

7.5' U/E

5' U/E

29 28 27

SSMH  
TR=740.00  
FL=732.00

17.5' U/E

EX. CONC. S/W

EX. CONC. S/W

PP

PP

OE

OE

115.4'

58.8'

17.5'

734.40FL  
PIPE

SOCCER  
COMPLEX  
STM SWR

729 FL  
MATCH

730

731

732

733

734

735

736

737

738

739

740

594.5'

94.4'

**PROPOSED DITCH @ 0.75%**  
**5' BOTTOM**  
**3:1 SIDE SLOPES**  
**SOILS TO BE SPREAD TO ALLOW**  
**FOR FUTURE MOWING**

Reserve 'D'  
10' Sidewalk Easement  
EX. POND  
DRAIN

PROPOSED DITCH @ 0.75%  
5' BOTTOM  
3:1 SIDE SLOPES  
SOILS TO BE SPREAD TO ALLOW  
FOR FUTURE MOWING

## PHASE II GLEN HILLS









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**MEMORANDUM**

**TO: HONORABLE MAYOR and CITY COUNCIL**

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

**RE: CHANGE ORDER REQUEST NO. 2: GREG HELMS & ASSOCIATES  
SOUTH COUNTY SOCCER COMPLEX**

**DATE: MAY 1, 2017**

**BACKGROUND**

This item is for Council consideration and action regarding the review and approval of Request for Change Order No. 2 received from Greg Helms & Associates. As noted on the attached request, the amount specified is \$2,510.00 covering additional engineering design services and construction contract administration incurred as a result of the modifications to the storm sewer discharge piping serving the South County Soccer Complex project. The relocation was necessary to accommodate the proposed development of Glen Hills Addition located adjacent to, and immediately west of, the soccer complex property. These services include the redesign/relocation of the soccer complex detention facility piping and emergency overflow spillway as well as additional construction contract administration associated with the submittal and processing of an associated change order request from Dirt Wurx, LLC. It should be noted that the original contract amount covering the design and contract administration for the soccer complex project was \$56,200.00. Change Order No. 1 approved in September, 2016 was in the amount of \$2,490.00. The approval of Change Order No. 2 in the amount of \$2,510.00 will increase the base design contract amount to a total of \$61,200.00

**Staff Recommendation**

Staff recommends approval of the Request for Change Order No. 2 covering additional services performed involved with the redesign of certain storm sewer improvements and associated contract administration services in an amount of \$2,510.00 thus increasing the base contract agreement with Greg Helms & Associates to a total not to exceed \$61,200.00.

**Attachments:**

A. Change Order Request No. 2: Greg Helms & Associates

April 21, 2017

City of Glenpool  
Mr. Lynn Burrow, Community Development  
P.O. Box 70  
Glenpool, OK 74033

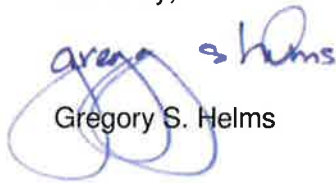
Re: Change Order Proposal for Additional Civil Engineering Services  
Glenpool Soccer Complex  
Glenpool, Oklahoma

Dear Mr. Burrow,

We are requesting a Change Order to our Agreement in the amount of \$2,510.00 for necessary Civil Engineering Services related to revising the storm water drainage system of the soccer complex to align with the proposed storm water system of the planned residential neighborhood to the west.

Please let me know if you have any questions about this request.

Sincerely,



Gregory S. Helms



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## Staff Report

Date: May 1, 2017

To: Honorable Mayor and City Council  
From: Susan White, City Clerk  
Re: OMAG Board of Trustees Election

### Background

Oklahoma Municipal Assurance Group (OMAG) provides insurance and risk management needs to over five hundred municipalities in Oklahoma. OMAG services are designed specifically for Oklahoma municipalities which comprise its only market. Glenpool participates in the Municipal Liability, Municipal Property, and Workers' Compensation plans.

OMAG is governed by a seven-member Board of Trustees. Each Trustee must be an elected or appointed official of an OMAG Member Municipality. The OMAG Board designs and manages plan coverages with assistance from OMAG staff and outside consultants. The governing bodies of each member municipality are urged to vote in the election of Trustees to the OMAG Board.

Three Trustee terms are expiring. Each of the incumbents are seeking re-election. Those Trustees are: Earl Burson, City Manager, City of Harrah; Janice Cain, City Manager, City of Altus; and Pam Polk, City Manager, City of Collinsville.

The Council approved the nomination of Roger Kolman as a candidate for this Board in March 2017. His name appears on the ballot among a list of twelve others seeking nomination. The City Council may cast a vote for three nominees.

### Staff Recommendation

Staff recommends casting a vote for Roger Kolman, and two others.

### Attachment

- Ballot

# BALLOT

## OKLAHOMA MUNICIPAL ASSURANCE GROUP 2017 Election of Three Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR THREE (3) NOMINEES.

- 
- EARL BURSON, City Manager, City of Harrah.** Earl Burson has been in City management since 1990 and presently City Manager of Harrah, Oklahoma. He is a graduate of Oral Roberts University. He is the Chairman of the Managers in Transition Committee through OCMA and credentialed through ICMA. He has served for 6 years on the OMAG Board. **(The City of Harrah participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- 
- JANICE CAIN, City Manager, City of Altus.** Altus City Manager since 7-2016; Served in City Manager positions since 1989: Marlow, Lindsay, Comanche: Interim Finance Director in Duncan. Currently on OMAG Board of Directors. Previously served on Board of Directors of City Management Association of Oklahoma, Municipal Electric Systems of Oklahoma, Oklahoma Municipal Power Authority, Altus Rotary Club. **(The City of Altus participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- 
- BUCK DAY, City Manager, City of McLoud.** City Manager 1 ½ years; County Commissioner (Pottawatomie County) 25 years; County Health Dept. Board; County Tax Roll Collections Board; Project Heart Nutrition Board – 30 years, COEDD Board – 20 years and member of DOC Advisory Board – Mabel Bassett Correctional Facility. **(The City of McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- 
- CAMILLE DOWERS, City Clerk and Attorney for City Manager, City of Newcastle.** Camille has 13 years of municipal experience. Her memberships include: OMCTFOA, IIMC, OML Legislative Committee, OBA Government and Administrative Law Practice Section, OBA Disaster Relief Committee. Professional designations include: OML Community Leadership Development Graduate, CMO, CMC. Degrees include: B.A. (Journalism), J.D. (Law). Past experience: Private attorney, OU Professor – Legal Studies. **(The City of Newcastle participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- 
- ROGER KOLMAN, City Manager, City of Glenpool.** Roger Kolman has been City Manager of Glenpool since 2014; previously serving as City Manager in Anadarko, and Assistant City Manager and Finance Director for Maricopa, AZ. He has audited governmental entities, including municipal risk pools. Roger holds Master of Administration and Bachelor of Science degrees and is a CPA. **(The City of Glenpool participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- 
- CLAYTON E. LUCAS, II, City Manager, City of Sallisaw.** Clayton Lucas serves as the City Manager of Sallisaw and is on the Board of the City Manager's Association of Oklahoma. He has a Bachelor's degree in Geography and a Master's degree in Public Administration. He is a sixth-generation Oklahoman and a third generation native of Sallisaw. **(The City of Sallisaw participates in the Municipal Liability Protection Plan and the Workers' Compensation Plan.)**
- 
- RUSS MEACHAM, CFO, City of Perry.** Russ Meacham, CPA, has served as the CFO for the City of Perry since June 2008. Russ also serves as a consultant to over 40 municipalities across the state, assisting them with their financial needs. Russ's career began at Deloitte & Touche after graduation from the University of Oklahoma. **(The City of Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

- \_\_\_\_ **PAM POLK, City Manager, City of Collinsville.** Ms. Polk has 23 years municipal government experience. She holds a BS in Business Administration/Management and an MBA. Pam is a certified investment funds manager, certified municipal official, certified grants administrator and is the first, and only, Oklahoma female credentialed city manager. She currently serves OMAG member cities. **(The City of Collinsville participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**
- \_\_\_\_ **MARK SKILES, City Manager, City of Clinton.** Mark has 14+ years of municipal experience. He holds a Bachelor's Degree from OSU and Master's Degree from SEOSU. He has served on multiple local and state boards. He understands the importance of OMAG and would like to be part of the sustainability of same. **(The City of Clinton participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- \_\_\_\_ **JANET SMITH, City Manager, City of Crescent.** Janet is an energetic leader dedicated to improving public trust through transparency, fairness, and strategic planning. She brings a positive perspective to complex issues, personnel matters, and organizational change. Currently overseeing major infrastructure improvements, she has prioritized financial solvency, revitalized business growth, and enjoys building relationships with our residents. **(The City of Crescent participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- \_\_\_\_ **DANIEL TARKINGTON, Mayor, City of Checotah.** Born and raised in Checotah, 2005 graduate of Checotah High School. Employed with the City of Checotah 5 years prior to being elected Mayor in 2015. Member of Mayors Council of Oklahoma. Focusing on growth and the betterment of the community for our children and families. **(The City of Checotah participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- \_\_\_\_ **LARRY THOMA, Mayor, City of Elgin.** Larry has served over 25 years in Elgin as Council Member and Mayor. He served as OML President for almost three years. Larry is a member of MCO and Chairman of OMSC. Larry believes his work with past boards would serve him well as a member of the OMAG organization. **(The City of Elgin participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**
- \_\_\_\_ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery has been Drumright's City Manager since October 2012. Mark served 25 years in the Air Force and retired as a Colonel. His last assignment was the Mission Support Group Commander at Scott AFB, Illinois. Mark has a Bachelor's Degree in Communications and a Master's Degree in Human Resources. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

## SIGN AND ATTEST

Ballot cast for the governing body of the municipality of \_\_\_\_\_

Signed: \_\_\_\_\_  
Mayor

Attested: \_\_\_\_\_ Date: \_\_\_\_\_, 2017  
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT  
WILL INVALIDATE THE BALLOT!**

**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.  
Boulevard, Edmond, OK 73013 no later than May 31, 2017, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;**
- (2) sending the ballot to Kelsie Willis at [kwillis@omag.org](mailto:kwillis@omag.org); or**
- (3) sending OMAG the ballot by certified mail.**



To: HONORABLE MAYOR AND CITY COUNCIL  
From: Lowell Peterson, City Attorney  
Date: May 1, 2017  
Subject: Addenda No. 9 and 10 to AT&T 911 Master Services Agreement

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Background:

The Indian Nations Council Of Governments (INCOG) has acted since May 2008 as the Regional 9-1-1 Board for administration of the Master Services Agreement under which AT&T Oklahoma provides equipment and related 9-1-1 emergency call services for the cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa, and the Town of Skiatook (Rogers County was originally included). AT&T bills identified "Customers," on a monthly basis for charges listed in the Master Services Agreement.

The Master Services Agreement has been periodically supplemented by various addenda. Addenda numbered 1 – 8: (1) defined the specific services to be provided and described the equipment to be utilized; provided that payments were to be calculated on the basis of a 5-year, 60-month term (subject to annual availability of funds and appropriations by the municipal governing bodies) and were made proportional based on population (Glenpool's initial payment of \$28,702.71 is adjusted annually based on the most currently available US Census Population estimates); (2) provided for procurement, installation and maintenance of all networking and frame relay hardware, software and services necessary to provide comprehensive operations from the 9-1-1 caller to dispatch; (3) provided for all frame relay services; (4) provided for database management and selective routing services; (5) provided for mapping services for the 9-1-1 service area; (6) added Bixby to the service region; (7) extended the terms of the Master Services Agreement through April 2014, and extended for one additional year commencing on May 1, 2014, subject to local funding; and (8) extends services for an additional three one-year terms, May 1, 2015 – April 30, 2018, subject to local approval and appropriation.

Addendum No. 9 proposes to add the City of Broken Arrow to the service region; and Addendum No. 10 proposes to replace current T1 with fiber optic lines that enable the advanced access and speed of fourth generation (4G) LTE (Long-Term Evolution) mobile technology communications to all public service answering point (PSAP) backup networks.

Staff Recommendation:

Staff recommends that the Council approve the attached Addenda No. 9 and 10 for the purposes stated.



Attachments:

- Addendum No. 9 to Master Service Agreement for 9-1-1 Services, adding the City of Broken Arrow to the service region; and
- Addendum No. 10 to Master Service Agreement for 9-1-1 Services, replacing current T1 lines with fiber optic lines and 4G LTE backup networking to the Agreement.

**ADDENDUM NO. 9 to the MASTER SERVICES AGREEMENT  
BETWEEN  
THE REGIONAL 9-1-1 BOARD  
THE JURISDICTIONS OF BIXBY, CLAREMORE, COLLINSVILLE,  
GLENPOOL, JENKS, OWASSO, ROGERS COUNTY, SAND SPRINGS,  
SAPULPA, SKIATOOK, AND TULSA,  
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T  
Oklahoma)**

**Addition of Broken Arrow, Oklahoma to the Regional 9-1-1 Board**

AT&T Oklahoma

Southwestern Bell Telephone, dba AT&T Oklahoma is the successor in interest to Southwestern Bell Telephone, L.P. dba AT&T Oklahoma in all respects.

Inclusion of Broken Arrow

The Regional 9-1-1 Board (Board) voted on the 7th day of September, 2016 to include the city of Broken Arrow, Oklahoma as a full member of the Board. All jurisdictions have executed the amendment to the interlocal agreement which added Broken Arrow as a member. The Board, its member jurisdictions and Broken Arrow desire to purchase from AT&T the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 8 inclusive, in order to make Broken Arrow's 9-1-1 center identically equipped and equally functional as the other member jurisdiction call centers.

AT&T Oklahoma agrees to provide the equipment and services identified in the Master Services Agreement and Addenda 1 through 8 inclusive at the price contained therein. Broken Arrow agrees to be bound fully by the terms of the Master Services Agreement and Addenda 1 through 8 inclusive at the price contained therein. Payments to AT&T for Broken Arrow shall begin upon final acceptance of the installation and continue monthly, during the term of this agreement.

APPROVED this 1<sup>st</sup> day of May 2017.

(Jurisdiction) CITY OF GLENPOOL

BY:

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Timothy Lee Fox, Mayor

ATTEST:

---

Susan White, City Clerk

(Seal)

**ADDENDUM NO. 10 to the MASTER SERVICES AGREEMENT  
BETWEEN  
THE REGIONAL 9-1-1 BOARD  
THE CITIES OF BIXBY, BROKEN ARROW, CLAREMORE, COLLINSVILLE  
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA, SKIATOOK  
AND TULSA, AND ROGERS COUNTY (Customers) and SOUTHWESTERN  
BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)  
  
FIBER NETWORK & LTE BACKUP NETWORK**

1. AT&T Oklahoma agrees to provide and Customers agree to pay for network services as specifically described in Attachment 1 which is attached hereto and incorporated herein by reference.
2. Should any PSAPs choose to consolidate answering points or to move its PSAP during the term of this agreement, AT&T Oklahoma agrees to disconnect the network and to forgo the charges for network service for the terminating PSAP. The Customer(s) and ATT agree to negotiate changes to the network services, if any, to the consolidated or new PSAP at the then tariffed rates.
3. All terms, conditions, rules and regulations set forth in the "Enhanced 9-1-1 Universal Emergency Number Service" tariff are incorporated by reference herein.
4. The prices itemized for Network Service in Attachment 1 are good for a term of 60 months from final acceptance the installation of the network. The price for subsequent terms, if any, shall be the price in AT&T Oklahoma's tariffs for such services in effect on the renewal date of this Agreement.
5. The Parties agree that the network requirements will be audited annually to determine if additional capacity is needed based on the previous year's usage. If additional capacity is needed, the parties will execute an Addendum pursuant to the terms of this Agreement, specifying the additional capacity. The price will be the tariffed price for such services in effect on renewal date of this Agreement.
6. AT&T Oklahoma retains ownership of all network equipment and services.
7. Upon request by AT&T Oklahoma, Customers will furnish new streets or subdivisions or ESN maps to the person AT&T Oklahoma designates in order for AT&T Oklahoma to update PSAP response boundaries. Customers will cooperate with AT&T Oklahoma to provide updated geographical information as needed.

8. AT&T Oklahoma will provide network from the selective router to ILEC meet points, and end office to PSAP trunks to be handed off at the ILEC meet points.

9. The Network Service is provided solely for the benefit of Customers. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T Oklahoma obligation toward any right of action on behalf of, any third party or other legal entity.

10. AT&T Oklahoma does not undertake to answer and forward Enhanced 9-1-1 calls, but to furnish the use of its facilities to enable Customers to respond to such calls with Customers' personnel on Customers' premises.

11. AT&T Oklahoma shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T Oklahoma has been so notified and has had a reasonable time for repair shall in no event exceed an amount equivalent to the charges for the service affected for the period following notice from Customers until Service is restored.

APPROVED this 1<sup>st</sup> day of May 2017.

(Jurisdiction) CITY OF GLENPOOL

BY:

\_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

\_\_\_\_\_  
Susan White, City Clerk

Attachment 1  
(To Amendment 10 Fiber Network)

# INCOG

## Enterprise Solution

Site Details:			Current Solution			Proposed Solution:							
Location:	Address:	OOF	T1s			Mobility Backup:			AVPN - ( UnManaged )				
			Port:	Speed:	Current MRC:	Data Plan:	INST CHARGE	MRC:	Access Type:	Access:	CIR:	MRC:	
AT&T Host A	510 S. Elgin Ave, Tulsa 74120 ( CO Room 836 )		\$ 3,689.00						Ethernet	100Mb	100Mb	\$ 2,529.54	
AT&T Host B	501 Court Street , Muskogee, OK 74401								Ethernet	100Mb	100Mb	\$ 2,529.54	
Broken Arrow PD ( LEC = Windstream / Valor )	2302 South 1st Place Broken Arrow, OK 74012	X	3xT1	4.5Mb		\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 870.00	
Tulsa	801 E Oklahoma Street Tulsa, OK 74106		7xT1	10.5Mb	\$ 1,386.00	\$ 39.99		\$ 39.99	Ethernet	20Mb	20Mb	\$ 1,285.50	
Claremore PSAP	200 W. 1st Street Claremore, OK 74017		2xT1	3Mb	\$ 906.52	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Collinsville	1023 W Center Collinsville, OK 74021		2xT1	3Mb	\$ 912.74	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Glenpool	14536 S Elwood Ave. Glenpool, OK 74033		2xT1	3Mb	\$ 794.65	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Jenks	211 N. Elm Jenks, OK 74037		2xT1	3Mb	\$ 794.16	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Owasso	111 N. Main Owasso, OK 74055		3xT1	4.5Mb	\$ 844.42	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Sand Springs	100 E Broadway Street Sand Springs, OK 74063		2xT1	3Mb	\$ 856.76	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Sapulpa	20 N. Walnut Street Sapulpa, OK 74066		2xT1	3Mb	\$ 862.98	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Skiatook	220 S. Broadway Street Skiatook, OK 74070		2xT1	3Mb	\$ 937.62	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Rogers	18930 S Hwy 88 Expy Claremore, OK 74017		5xT1	7.5Mb	\$ 1,224.80	\$ 39.99		\$ 39.99	Ethernet	10Mb	10Mb	\$ 601.44	
Bixby PSAP ( LEC = Bixby Telephone Co )	116 W. Needles Bixby, OK 74008	X	3xT1	4.5Mb	\$ 549.00	\$ 39.99		\$ 39.99	T1	3xT1	4.5Mb	\$ 1,120.12	
						\$ 2,500.00				Mobility AP	CCS	20Mb	\$ 839.00
			Total:		\$ 13,758.65	MobilityTotal:	\$ 2,500.00	\$ 479.88	ASE Total:			\$ 14,586.66	
Note: There are no installation charges for AVPN but INCOG could have expenses associated with provision of the fiber entrance facilities at each site.					\$ 13,758.65	Proposed Monthly Cost:							\$ 15,066.54

Routers and Monitoring Service	All Sites			Proposed Monthly Cost:	\$ 3,872.99
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				Proposed Monthly Total Cost:	\$ 18,939.53
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NOTE: The proposed pricing is exclusive of any tax fees or service surcharges that may apply



**NOTICE**  
**GLENPOOL UTILITY SERVICE AUTHORITY**  
**REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

**AGENDA**

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
  - 1) Discussion and possible action to elect a Chairman.  
(Chairman)
  - 2) Discussion and possible action to elect a Vice Chairman.  
(Chairman)
  - 3) Discussion and possible action to approve minutes from April 3, April 6, April 20, and April 27, 2017 meetings.
  - 4) Discussion and possible action to approve National League of Cities Service Line Warranty program.  
(Roger Kolman, City/Trust Manager)
  - 5) Discussion and possible action to approve a professional services agreement from Shaffer, Kline, & Warren Inc., in an amount not to exceed \$16,000 for a water distribution study and analysis, study area located south of 161<sup>st</sup> Street and US 75.  
(Lynn Burrow, Community Development Director)
- E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
Clerk



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## Public Works Director's Report

May 1, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

### Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- 6 sewer backups were reported 2 were on customer's side 4 on the cities side.
- Received the Bio Monitoring results and submitted report to ODEQ passed

### Water Distribution:

- Meter reading started on April 3<sup>rd</sup>.
- Meter reading was completed on April 13<sup>th</sup>.
- Total rereads for April were 149 of which 25 were incorrect reads and 10 were sent out for 2<sup>nd</sup> re reads.
- 145 Service Orders, 7 Blue tags were issued by the water billing dept.
- 2 New construction meters were set and 2 meter replacements.
- 230 Line locates were issued by call Okie.
- 150 turned off for nonpayment.
- The AMR water meter replacement project started on April 24<sup>th</sup>.

**MINUTES**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**REGULAR SESSION**  
**April 3, 2017**

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee and Jacqueline Triplett-Lund. Trustee Brandon Kearns was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 7:04 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
- Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to approve minutes from March 6, 2017 meeting.**  
**MOTION:** Vice Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox  
**AGAINST:** None  
**ABSTAIN:** Trustee Agee (Absent March 6, 2017)  
**ABSENT:** Trustee Kearns  
**Motion carried.**
- E) **Adjournment.**
- There being no further business, Chairman Fox declared the meeting adjourned at 7:07 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary



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## MEMORANDUM

**TO: GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)  
BOARD OF TRUSTEES**

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

**RE: REVIEW AND APPROVAL -  
WATER DISTRIBUTION SYSTEM STUDY & ANALYSIS**

**DATE: MAY 1, 2017**

### **BACKGROUND**

This item is for Board consideration and action regarding the review and approval of a certain professional engineering services proposal solicited and received from Shafer, Kline & Warren, Inc. (SKW) regarding the production of a limited water distribution system analysis for a total cost of \$16,000.00, plus expenses. As noted in the attached agreement, SKW is proposing to produce a study that evaluates the City's current distribution system in areas within the City's annexation limits -either side of U.S. Highway 75 - south of 161<sup>st</sup> Street. The purpose of this study is to evaluate the possibility of participating in a joint project between the City and the private developer of the Twin Mounds residential addition. This addition is located on property along the south side of 161st Street approximately ¼ mile west of U.S. Highway 75. The proposed development is currently zoned RS-3, contains approximately 100 acres, and is to be developed into 250 single family residential lots. The development of the property will extend City water and sanitary sewer services to the site by means of a sanitary sewer lift station and force main and the extension of water lines connecting to existing City facilities on the east side of U.S. Highway 75. The water distribution system necessary to provide domestic water service and fire protection for this addition will require the installation of a water storage tower located at the highest elevation within the addition. To serve the development of Twin Mounds Addition, this tower is to be approximately 150,000 gallons in storage size. However, the tower is to be located such that if upsized, it may also be beneficial to the future growth of the City in areas generally south of 166<sup>th</sup> Street.

The attached vicinity map and map of the proposed Twin Mounds development is attached for reference. The Developer is proposing the City become involved with this project by possibly expanding the capacity of the proposed water storage tower to a size that provides increased pressures and delivery rates necessary for future growth in other downstream areas of the City.

The system study that SKW is proposing will provide this type of analysis as to: 1.) whether the location of this water tower could be beneficial for this type of future City growth; 2.) what would be an appropriate tower style and storage capacity; 3.) what project costs will need to be anticipated.

The analysis will also identify the main downstream water distribution system improvements that will be necessary in the future to take full advantage of the placement of a new tower at this location. It should be noted that the results of this analysis will need to be expanded upon and modified accordingly as the downstream areas being served by this storage facility are developed in the future and will likely require the extension and/or replacement of certain existing distribution system facilities. In general, the main purpose of this proposed water system analysis is to determine the viability of a new City owned facility at this particular location and whether a joint project with the Developer is advantageous from a cost effectiveness standpoint.

#### **Staff Recommendations:**

In view of the fact the installation of a new water storage facility at this location has been presented to the City as an opportunity to take advantage of the location being offered as well as certain cost sharing, Staff recommends approval of the professional services proposal from SKW. Staff feels this type of engineering analysis is the appropriate method to determine the overall viability of this type of joint participation. Therefore, Staff recommends approval to move forward with the outlined scope of services for a total amount not to exceed \$16,000.00, plus expenses. If so approved, funding for this work will be allocated from the current GUSA FY 2016/2017 Budget Item No. 02-6-16-6235.

#### **Attachments:**

1. Professional Services Proposal: Shafer, Kline & Warren, Inc.
2. Supporting Documentation & Mapping

April 24, 2017



Tim Fox, Chairman  
Glenpool Utility Services Authority (GUSA)  
12205 S. Yukon Avenue  
Glenpool, OK 74033

**Re: Glenpool Water Utility Master Plan  
Agreement for Professional Services**

Dear Mr. Fox:

Thank you for considering Shafer, Kline & Warren, Inc. (SKW) to provide professional services in conjunction with a Master Plan for expansion of the Glenpool water utility, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$16,000, which does not include the cost of reimbursable expenses. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

Glenpool Utility Services Authority (GUSA) agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that SKW will be given timely access to the project site, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for Glenpool Utility Services Authority (GUSA) and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

**Shafer, Kline & Warren, Inc.**  
Daniel (Danny) L. Coltrane, P.E.  
River Bridge Office Building  
1323 E. 71st Street, Suite 120  
Tulsa, Oklahoma 74136  
Phone: (918) 499-6000  
Fax: (918) 499-6003  
E-mail: [Danny.Coltrane@skw-inc.com](mailto:Danny.Coltrane@skw-inc.com)

Glenpool Utility Services Authority (GUSA)  
Lynn Burrow, Director of Community  
Development  
12205 S. Yukon Avenue  
Glenpool, OK 74033  
Phone: (918) 322-8110  
Fax: (918) 209-4611  
E-mail: [lburrow@cityofglenpool.com](mailto:lburrow@cityofglenpool.com)

Tim Fox, Chairman  
Glenpool Utility Services Authority (GUSA)  
April 24, 2017  
Page 2

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit SKW's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. SKW will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until July 24, 2017.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

**SHAFFER, KLINE & WARREN, INC.**

By:   
Larry D. Graham, P.E., P.L.S., CFedS  
President, Infrastructure & Development

P:\Water\Clients\Glenpool\Water Study.docx

**GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)**

By: \_\_\_\_\_  
Tim Fox

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017.

Title: Chairman



## **BASIC SERVICES SUMMARY**

Attached to and made a part of the Agreement for Professional Services dated April 24, 2017, by and between Glenpool Utility Services Authority (GUSA) and Shafer, Kline & Warren, Inc., in respect to a Master Plan for expansion of the Glenpool water utility, the "Project" described therein.

## **SCOPE OF BASIC SERVICES**

For the compensation outlined in this Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

### **Master Plan:**

SKW will prepare a Master Plan for expansion of the Glenpool water utility within City limits south of 151<sup>st</sup> Street between S 33<sup>rd</sup> West Avenue and S Peoria Avenue. This master plan is not intended to replace any portion of the December 10, 2015 report submitted by the Cowan Group, but is a continuation of the long-term expansions discussed in said report. The specific areas considered in this continuation include: \$16,000

- 1) the area surrounding Highway 75 between 151<sup>st</sup> and 171<sup>st</sup> Streets.
- 2) The area surrounding Highway 75 between 171<sup>st</sup> and 191<sup>st</sup> Streets.

Hydraulic study will be based on the client's existing district maps. The study will review target capacity of the proposed system with regard to current and future usages, including: pressure zones, main lines, storage, and booster pumps. The study will prioritize proposed improvements and probable costs for creating a new pressure zone for the areas listed above. SKW will review current usages and ISO fire flow requirements from the Cowan Report, review with Glenpool staff, and pro-rate them to the new areas. SKW deliverable will be a modified long term Master Water Plan, including a 4-5 page design memo with probable costs and maps outlining the proposed improvements.

Minimal hydraulic computer modeling will need to be completed. Hydraulic calculations will be based on main trunk lines at arterials.

### **ADDITIONAL SERVICES**

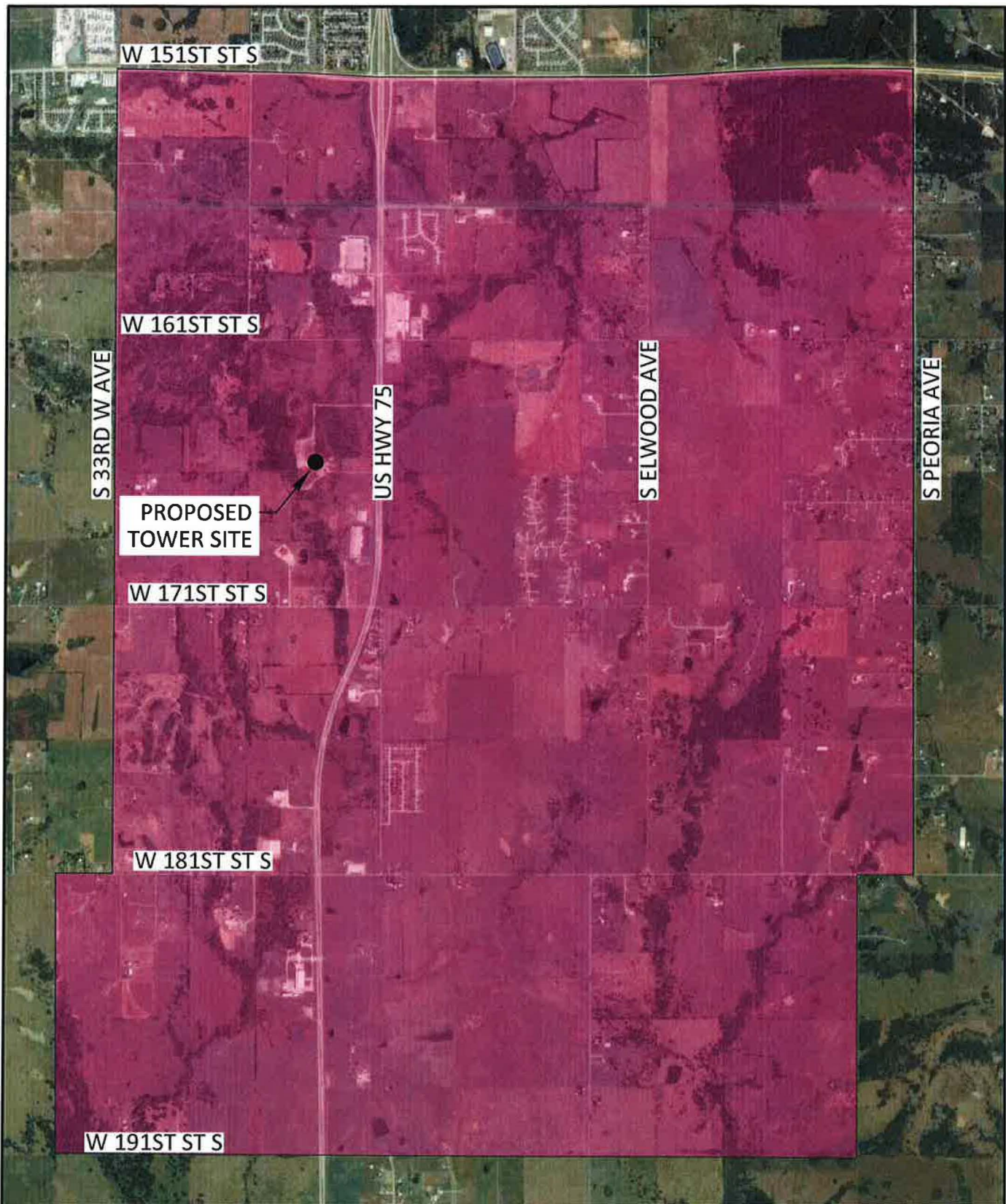
If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

- ODEQ Reports – The design memo deliverable will not be sufficient to submit to the Oklahoma Department of Environmental Quality for review and permitting. The design memo could serve as a base document in preparing an Engineering Report sufficient to obtain ODEQ approval. \$TBD

### **EXCLUDED SERVICES**

In addition to the Basic Services outlined above, SKW has offered and recommended certain other services which are deemed necessary or advisable for the Project. The client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement:

- Review of utility rates, O&M budgets, standard construction practices, exponential growth projections.
- Water Contracts



<b>SHAHER, KLINE &amp; WARREN</b>		
5800 E. Skelly Drive, Suite 200 Tulsa, OK 74135-6439 918.499-6000 FAX: 918.499-6003 SURVEYING   ENGINEERING   CONSTRUCTION		
		
PROJECT NO.	DATE: 4-24-2017	BY: JSG

## GUSA WATER PLANNING AREA

## **Shafer, Kline & Warren Inc. (SKW) Standard Terms and Conditions**

**Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by SKW shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

**Betterment.** If a required item or component of the Client's project should be omitted from SKW's construction documents, SKW shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SKW be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

**Billing and Payment.** Invoices submitted by SKW are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by SKW within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If SKW incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to SKW. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable SKW staff costs at standard billing rates for SKW's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

**Certificate of Merit.** The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against SKW unless the Client has first provided SKW with a written certification executed by an independent consultant practicing in the same discipline as SKW and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to SKW not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

**Certifications.** SKW shall not be required to sign any certifications or documents, no matter by whom requested, that would result in SKW's having to certify, guarantee or warrant the existence of conditions whose existence SKW cannot ascertain and, within the scope of SKW's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with SKW or payment of any amount due to SKW in any way contingent upon SKW's signing any such certification.

**Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to SKW are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, SKW may call for renegotiation of appropriate portions of this Agreement. SKW shall notify the Client of the changed conditions necessitating renegotiation, and SKW and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**Consequential Damages.** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SKW, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

**Construction Means and Safety.** If this Agreement provides for any construction phase services by SKW, it is understood it is the Client's contractor(s), not SKW, who is responsible for the construction of the Project, and that SKW is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

**Corporate Protection.** It is intended by the parties to this Agreement that SKW's services shall not subject SKW's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against SKW, a Kansas corporation, and not against any of SKW's individual employees, officers or directors.

**Covenant Not To Sue.** Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and SKW mutually agree and covenant that, notwithstanding any statute of limitation in

effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day SKW performs services under this Agreement. Client and SKW agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day SKW performs services under this Agreement.

**Dispute Resolution.** In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and SKW agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

**Governing Law and Exclusive Forum.** The laws of the State of Oklahoma will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Tulsa County, Oklahoma.

**Limitation of Liability.** To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of SKW and SKW's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to SKW's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by SKW under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining SKW for any on-site construction phase services, the limits of SKW's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by SKW under this Agreement.

**Non-Solicitation.** SKW and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year

after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

**Opinions of Probable Cost.** In providing any opinions of probable construction cost, the Client understands that SKW has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that SKW's opinions of probable construction costs are made on the basis of SKW's professional judgment and experience. SKW makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SKW's opinion of probable construction cost.

**Ownership and Reuse of Documents.** All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by SKW as instruments of services shall remain the property of SKW who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. SKW grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without SKW's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold SKW harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, SKW will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with SKW which releases SKW of all liability related to the use and/or reuse of electronic instruments of service by others.

**Termination.** Client or SKW may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. SKW shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or SKW, Client shall pay SKW within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

**Work in Progress.** It is agreed and understood that any work performed by SKW shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by SKW, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. SKW cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.



# HOURLY RATE SCHEDULE



Project or Construction Manager		Engineer, Surveyor, GIS Consultant, Specialist, Landscape Architect, Designer, Planner or Programmer	
PM 10	\$ 190.00	A 8	\$ 170.00
PM 9	180.00	A7	160.00
PM 8	170.00	A6	150.00
PM 7	160.00	A5	140.00
PM 6	155.00	A4	130.00
PM 5	140.00	A3	120.00
PM 4	130.00	A2	110.00
PM 3	120.00	A1	100.00
PM 2	110.00	A0	90.00
PM 1	100.00		
Construction Observer or Engineering / Survey / Corrosion / Data - Technician		Survey Crew	
T7	\$ 120.00	3 SC	\$ 165.00
T6	110.00	2 SC	145.00
T5	100.00	1 SC	100.00
T4	90.00		
T3	80.00		
T2	70.00		
T1	60.00		
T0	50.00		
Survey Truck Mileage		Passenger Car, Truck Mileage	
TMILE	Federal rate plus \$0.30/mile	PMILE	Based on Federal Guidelines
Per Diem		Expenses	
PERD	Based on Federal Guidelines Per Location or Agreed to Rate (average is currently \$140/day)	EXPENSES	Cost + 10% unless otherwise noted

Effective: January 1, 2017

**NOTICE  
GLENPOOL INDUSTRIAL AUTHORITY  
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

**AGENDA**

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
  - 1) Discussion and possible action to elect Chairman.  
(Chairman)
  - 2) Discussion and possible action to elect Vice Chairman.  
(Chairman)
  - 3) Discussion and possible action to approve minutes from April 3, April 6 and April 20, and April 27, 2017 meetings.
- D) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
City Clerk



**MINUTES**  
**GLENPOOL INDUSTRIAL AUTHORITY**  
**REGULAR MEETING**  
**April 3, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee and Jacqueline Triplett-Lund. Brandon Kearns was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

**A) Timothy Fox, Chairman called the meeting to order at 7:07 p.m.**

**B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**

**C) Scheduled Business**

**1) Discussion and possible action to approve minutes from March 6 and March 20, 2017 meetings.**

**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.

**FOR:** Trustee Lund, Vice Chairman Ceesay; Chairman Fox

**AGAINST:** None

**ABSTAIN:** Trustee Agee (Absent on March 6 and March 20, 2017)

**ABSENT:** Trustee Kearns

**Motion carried.**

**D) Adjournment**

- There being no further business, Chairman Fox declared the meeting adjourned at 7:08 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**NOTICE  
GLENPOOL CEMETERY TRUST AUTHORITY  
SPECIAL MEETING**

A Special Session of the Glenpool Cemetery Trust Authority will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave., Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

**AGENDA**

- A)** Call to Order
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business
  - 1)** Discussion and possible action to elect Chairman.  
(Chairman)
  - 2)** Discussion and possible action to elect Vice Chairman.  
(Chairman)
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on \_\_\_\_\_, 2017, at \_\_\_\_:\_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
City Clerk

**NOTICE**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**REGULAR MEETING**

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Cemetery Trust Authority meeting, Monday, May 1, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

**AGENDA**

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
  - 1)** Discussion and possible action to elect Chairman.  
(Chairman)
  - 2)** Discussion and possible action to elect Vice Chairman.  
(Chairman)
  - 3)** Discussion and possible action to approve minutes from April 3, 2017 meeting.
  - 4)** Discussion and possible action to adopt Resolution No. 1700GEMS, A Resolution Authorizing The Glenpool Area Emergency Medical Service District To Appoint Requisitioning And Receiving Officers And To Set Authority For The Positions.  
(Susan White, Adm., Sec.)
  - 5)** Discussion and possible action to purchase two Physio Control Lifepak 15 cardiac monitor/defibrillators with associated equipment for a price not to exceed \$72,000.00 as quoted.  
(Paul Newton, Fire Chief)
  - 6)** Discussion and possible action to approve purchase order(s) and receipts register totaling \$28,980.12.  
(Julie Casteen, Treasurer)
  - 7)** Discussion and possible action to accept the FY 2017 Estimate of Needs engagement letter from Arledge & Associates, direct the Chairman to sign the letter on behalf of the Board and the District Treasurer to sign on behalf of Management.  
(Julie Casteen, Treasurer)

**F) Adjournment.**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_am/pm.

Signed: \_\_\_\_\_  
District Administrator/Secretary

# Mercy Regional



Brian Cook  
Chief of Operations  
PO Box 2398  
Owasso, OK 74055  
Office: 918.609.5827  
Email: [bcook@mercy-regional.com](mailto:bcook@mercy-regional.com)

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To: Honorable Chair and GEMS Board Members

From: Brian Cook, Chief of Operations

Date: April 27, 2017

Ref: EMS Report March 22, 2017 – April 26, 2017

During the period of March 22, 2017 through April 26, 2017 we logged 142 calls for service. We had a 95% response time compliance.

- 92 patients transported
- 29 patients were treated on scene and refused transport
- 7 calls required mutual aid from another EMS service
- 4 were lift assists only
- 4 calls were mutual aid given to another EMS service
- 3 calls were cancelled
- 1 scene standby
- 1 DOA
- 1 no patient found

The question was asked during last month's meeting about response times for a second ambulance while the first ambulance is already on a call. This was discussed with administrators prior to starting our contract with GEMS. What was agreed upon is that if the ambulance is busy on a call and additional calls for service are received, we will send the closest available ambulance whether that is another Mercy ambulance or a neighboring ambulance service and response times would not be counted. When we receive a call and we have another ambulance available in the Tulsa metro area, that ambulance is sent to Glenpool for coverage. If that second Mercy ambulance is posted in the City of Glenpool and a call comes in we do require that ambulance to meet the required response times. There are times that we have multiple ambulances in Glenpool since we utilize the Glenpool station to house some of our ambulances used for transfers.

A handwritten signature in black ink that reads "Brian Cook". The signature is stylized with a cursive-like flow.

Brian Cook,  
Chief of Operations

CRun	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Clear	Response Time	Unit
17-3400	3/22/2017 15:51	EMERGENCY SCENE	ST. FRANCIS SOUTH	3/22/2017 15:51	3/22/2017 15:51	3/22/2017 15:56	3/22/2017 16:21	3/22/2017 16:47	3/22/2017 17:23	00:05:25	MEDIC 401
17-3403	3/22/2017 18:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/22/2017 18:42	3/22/2017 18:42	3/22/2017 18:45	3/22/2017 19:03	3/22/2017 19:03	3/22/2017 19:03	00:04:42	MEDIC 401
17-3414	3/23/2017 02:18	EMERGENCY SCENE	ST. FRANCIS TULSA	3/23/2017 02:20	3/23/2017 02:22	3/23/2017 02:29	3/23/2017 02:58	3/23/2017 03:04	3/23/2017 03:34	00:09:25	MEDIC 401
17-3453	3/23/2017 17:41	EMERGENCY SCENE	ST. FRANCIS TULSA	3/23/2017 17:41	3/23/2017 17:43	3/23/2017 17:45	3/23/2017 18:05	3/23/2017 18:31	3/23/2017 18:46	00:04:56	MEDIC 401
17-3459	3/23/2017 21:34	EMERGENCY SCENE	ST. FRANCIS TULSA	3/23/2017 21:34	3/23/2017 21:34	3/23/2017 21:34	3/23/2017 21:47	3/23/2017 22:09	3/23/2017 22:27	00:00:03	MEDIC 401
17-3463	3/24/2017 00:36	EMERGENCY SCENE	ST. JOHN TULSA	3/24/2017 00:36	3/24/2017 00:37	3/24/2017 00:37	3/24/2017 00:58	3/24/2017 01:17	3/24/2017 01:39	00:01:09	MEDIC 401
17-3476	3/24/2017 09:48	EMERGENCY SCENE	HILLCREST SOUTH	3/24/2017 09:49	3/24/2017 09:49	3/24/2017 09:53	3/24/2017 10:05	3/24/2017 10:22	3/24/2017 10:48	00:04:58	MEDIC 401
17-3492	3/24/2017 16:40	EMERGENCY SCENE	SIGNED REFUSAL	3/24/2017 16:40	3/24/2017 16:40	3/24/2017 16:47	3/24/2017 17:06	3/24/2017 17:08	3/24/2017 17:08	00:07:13	MEDIC 401
17-3493	3/24/2017 16:40	EMERGENCY SCENE	ST. FRANCIS TULSA	3/24/2017 16:40	3/24/2017 16:40	3/24/2017 16:47	3/24/2017 17:06	3/24/2017 17:35	3/24/2017 17:50	00:07:13	MEDIC 401
17-3495	3/24/2017 18:11	EMERGENCY SCENE	ST. JOHN TULSA	3/24/2017 18:11	3/24/2017 18:12	3/24/2017 18:16	3/24/2017 18:40	3/24/2017 19:03	3/24/2017 19:38	00:05:03	MEDIC 401
17-3520	3/25/2017 11:41	EMERGENCY SCENE	PATIENT REFUSAL	3/25/2017 11:41	3/25/2017 11:42	3/25/2017 11:43	3/25/2017 11:50	3/25/2017 11:50	3/25/2017 11:50	00:01:50	MEDIC 401
17-3533	3/25/2017 19:48	EMERGENCY SCENE	ST. FRANCIS TULSA	3/25/2017 19:48	3/25/2017 19:51	3/25/2017 19:53	3/25/2017 20:10	3/25/2017 20:33	3/25/2017 20:50	00:04:19	MEDIC 401
17-3535	3/25/2017 20:12	EMERGENCY SCENE	ST. FRANCIS TULSA	3/25/2017 20:13	3/25/2017 20:14	3/25/2017 20:19	3/25/2017 20:32	3/25/2017 20:53	3/25/2017 21:08	00:07:35	MEDIC 102
17-3544	3/26/2017 06:28	EMERGENCY SCENE	ST. JOHN TULSA	3/26/2017 06:28	3/26/2017 06:31	3/26/2017 06:39	3/26/2017 06:57	3/26/2017 07:20	3/26/2017 07:35	00:10:58	MEDIC 401
17-3550	3/26/2017 12:51	EMERGENCY SCENE	ST. JOHN TULSA	3/26/2017 12:51	3/26/2017 12:51	3/26/2017 12:55	3/26/2017 13:14	3/26/2017 13:36	3/26/2017 13:51	00:04:05	MEDIC 401
17-3551	3/26/2017 13:04	EMERGENCY SCENE		3/26/2017 13:07							MUTUAL AID RECIEVED
17-3553	3/26/2017 13:45	EMERGENCY SCENE	ST. FRANCIS TULSA	3/26/2017 13:46	3/26/2017 13:46	3/26/2017 13:49	3/26/2017 14:01	3/26/2017 14:21	3/26/2017 14:37	00:03:29	MEDIC 102
17-3563	3/26/2017 21:57	EMERGENCY SCENE	ST. FRANCIS TULSA	3/26/2017 21:58	3/26/2017 21:58	3/26/2017 22:02	3/26/2017 22:17	3/26/2017 22:36	3/26/2017 22:53	00:04:23	MEDIC 401
17-3610	3/27/2017 16:58	EMERGENCY SCENE	ST. FRANCIS TULSA	3/27/2017 17:00	3/27/2017 17:00	3/27/2017 17:03	3/27/2017 17:28	3/27/2017 17:53	3/27/2017 18:08	00:04:38	MEDIC 401
17-3615	3/27/2017 20:45	EMERGENCY SCENE	ST. JOHN TULSA	3/27/2017 20:50	3/27/2017 20:50	3/27/2017 20:54	3/27/2017 21:04	3/27/2017 21:21	3/27/2017 21:39	00:08:19	MEDIC 401
17-3620	3/28/2017 00:22	EMERGENCY SCENE	ST. FRANCIS TULSA	3/28/2017 00:23	3/28/2017 00:23	3/28/2017 00:27	3/28/2017 00:49	3/28/2017 01:13	3/28/2017 01:31	00:05:03	MEDIC 401
17-3623	3/28/2017 03:08	EMERGENCY SCENE	ST. JOHN TULSA	3/28/2017 03:10	3/28/2017 03:10	3/28/2017 03:15	3/28/2017 03:38	3/28/2017 04:01	3/28/2017 04:18	00:07:03	MEDIC 401
17-3645	3/28/2017 13:48	EMERGENCY SCENE	ST. JOHN TULSA	3/28/2017 13:49	3/28/2017 13:50	3/28/2017 13:54	3/28/2017 14:02	3/28/2017 14:29	3/28/2017 14:52	00:05:48	MEDIC 401
17-3648	3/28/2017 14:49	EMERGENCY SCENE	ST. JOHN TULSA	3/28/2017 14:49	3/28/2017 14:49	3/28/2017 14:51	3/28/2017 15:12	3/28/2017 15:42	3/28/2017 16:13	00:02:21	MEDIC 101
17-3657	3/28/2017 22:16	GLENWOOD HEALTHCARE	ST. FRANCIS TULSA	3/28/2017 22:16	3/28/2017 22:20	3/28/2017 22:23	3/28/2017 22:43	3/28/2017 23:06	3/28/2017 23:29	00:06:49	MEDIC 401
17-3671	3/29/2017 10:03	EMERGENCY SCENE	ST. FRANCIS TULSA	3/29/2017 10:04	3/29/2017 10:04	3/29/2017 10:05	3/29/2017 10:26	3/29/2017 10:50	3/29/2017 11:13	00:01:19	MEDIC 401
17-3677	3/29/2017 12:30	EMERGENCY SCENE	ST. FRANCIS SOUTH	3/29/2017 12:31	3/29/2017 12:31	3/29/2017 12:34	3/29/2017 12:51	3/29/2017 13:09	3/29/2017 13:20	00:03:13	MEDIC 401
17-3685	3/29/2017 13:25	EMERGENCY SCENE	ST. FRANCIS TULSA	3/29/2017 13:26	3/29/2017 13:26	3/29/2017 13:39	3/29/2017 13:57	3/29/2017 14:22	3/29/2017 14:41	00:13:39	MEDIC 102
17-3686	3/29/2017 13:38	EMERGENCY SCENE		3/29/2017 14:06							MUTUAL AID RECIEVED
17-3688	3/29/2017 14:22	EMERGENCY SCENE		3/29/2017 14:23							MUTUAL AID RECIEVED
17-3695	3/29/2017 19:52	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/29/2017 19:53	3/29/2017 19:54	3/29/2017 19:55	3/29/2017 20:09	3/29/2017 20:09	3/29/2017 20:09	00:02:29	MEDIC 401
17-3698	3/29/2017 22:34	EMERGENCY SCENE	LIFT ASSIST	3/29/2017 22:34	3/29/2017 22:35	3/29/2017 22:39	3/29/2017 22:50	3/29/2017 22:50	3/29/2017 22:50	00:04:34	MEDIC 401
17-3710	3/30/2017 08:07	EMERGENCY SCENE	ST. FRANCIS TULSA	3/30/2017 08:09	3/30/2017 08:09	3/30/2017 08:19	3/30/2017 08:35	3/30/2017 09:07	3/30/2017 09:36	00:10:15	MEDIC 401
17-3712	3/30/2017 08:58	EMERGENCY SCENE	ST. FRANCIS TULSA	3/30/2017 08:58	3/30/2017 09:02	3/30/2017 09:06	3/30/2017 09:26	3/30/2017 09:49	3/30/2017 10:09	00:07:26	MEDIC 110
17-3736	3/30/2017 18:09	EMERGENCY SCENE	ST. FRANCIS TULSA	3/30/2017 18:14	3/30/2017 18:14	3/30/2017 18:17	3/30/2017 18:28	3/30/2017 18:44	3/30/2017 19:11	00:09:49	MEDIC 401
17-3737	3/30/2017 18:09	EMERGENCY SCENE	ST. FRANCIS TULSA	3/30/2017 18:14	3/30/2017 18:14	3/30/2017 18:20	3/30/2017 18:38	3/30/2017 18:58	3/30/2017 19:12	00:06:03	MEDIC 110
17-3742	3/30/2017 20:37	EMERGENCY SCENE	HILLCREST SOUTH	3/30/2017 20:37	3/30/2017 20:37	3/30/2017 20:39	3/30/2017 20:50	3/30/2017 21:03	3/30/2017 21:35	00:01:25	MEDIC 401
17-3743	3/30/2017 21:42	EMERGENCY SCENE	ST. FRANCIS SOUTH	3/30/2017 21:43	3/30/2017 21:43	3/30/2017 21:45	3/30/2017 22:15	3/30/2017 22:30	3/30/2017 23:01	00:02:57	MEDIC 401
17-3744	3/30/2017 23:46	EMERGENCY SCENE	ST. FRANCIS TULSA	3/30/2017 23:47	3/30/2017 23:47	3/30/2017 23:52	3/31/2017 00:34	3/31/2017 00:53	3/31/2017 01:19	00:06:40	MEDIC 401
17-3745	3/31/2017 00:14	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 00:15	3/31/2017 00:15	3/31/2017 00:20	3/31/2017 00:51	3/31/2017 00:51	3/31/2017 00:51	00:05:11	MEDIC 101
17-3762	3/31/2017 12:35	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 12:35	3/31/2017 12:36	3/31/2017 12:43	3/31/2017 13:00	3/31/2017 13:00	3/31/2017 13:00	00:06:00	MEDIC 401
17-3764	3/31/2017 13:16	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 13:17	3/31/2017 13:18	3/31/2017 13:23	3/31/2017 13:48	3/31/2017 13:48	3/31/2017 13:48	00:07:33	MEDIC 401
17-3772	3/31/2017 15:52	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 15:52	3/31/2017 15:52	3/31/2017 15:55	3/31/2017 16:19	3/31/2017 16:19	3/31/2017 16:19	00:03:44	MEDIC 401
17-3773	3/31/2017 16:21	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 16:21	3/31/2017 16:21	3/31/2017 16:25	3/31/2017 16:35	3/31/2017 16:35	3/31/2017 16:35	00:03:46	MEDIC 401
17-3774	3/31/2017 16:32	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	3/31/2017 16:33	3/31/2017 16:33	3/31/2017 16:40	3/31/2017 16:55	3/31/2017 16:55	3/31/2017 16:55	00:08:50	MEDIC 401
17-3775	3/31/2017 17:18	EMERGENCY SCENE	SCENE STANDBY	3/31/2017 17:18	3/31/2017 17:18	3/31/2017 17:26	3/31/2017 17:26	3/31/2017 17:26	3/31/2017 17:26	00:08:29	MEDIC 401
17-3789	4/1/2017 07:16	EMERGENCY SCENE	ST. FRANCIS TULSA	4/1/2017 07:17	4/1/2017 07:17	4/1/2017 07:21	4/1/2017 07:54	4/1/2017 08:16	4/1/2017 08:34	00:04:32	MEDIC 401
17-3790	4/1/2017 07:25	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	4/1/2017 07:26	4/1/2017 07:27	4/1/2017 07:54	4/1/2017 08:21	4/1/2017 08:41	4/1/2017 08:59	00:29:03	MEDIC 102
17-3802	4/1/2017 17:32	EMERGENCY SCENE	OSU MEDICAL CENTER	4/1/2017 17:33	4/1/2017 17:33	4/1/2017 17:36	4/1/2017 17:59	4/1/2017 18:21	4/1/2017 18:37	00:04:00	MEDIC 401
17-3805	4/1/2017 20:57	EMERGENCY SCENE	ST. FRANCIS SOUTH	4/1/2017 20:59	4/1/2017 20:59	4/1/2017 21:04	4/1/2017 21:21	4/1/2017 21:40	4/1/2017 22:01	00:06:30	MEDIC 401
17-3812	4/2/2017 09:50	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/2/2017 09:51	4/2/2017 09:53	4/2/2017 09:56	4/2/2017 10:22	4/2/2017 10:22	4/2/2017 10:22	00:05:57	MEDIC 401
17-3830	4/3/2017 08:58	EMERGENCY SCENE	ST. JOHN TULSA	4/3/2017 08:58	4/3/2017 08:59	4/3/2017 09:02	4/3/2017 09:32	4/3/2017 09:54	4/3/2017 10:40	00:03:51	MEDIC 401
17-3842	4/3/2017 10:53	EMERGENCY SCENE	ST. FRANCIS TULSA	4/3/2017 10:54	4/3/2017 10:54	4/3/2017 10:57	4/3/2017 11:04	4/3/2017 11:28	4/3/2017 11:39	00:03:45	MEDIC 401
17-3843	4/3/2017 11:22	EMERGENCY SCENE	ST. JOHN TULSA	4/3/2017 11:23	4/3/2017 11:24	4/3/2017 11:27	4/3/2017 11:47	4/3/2017 12:04	4/3/2017 13:53	00:04:37	MEDIC 102
17-3858	4/3/2017 15:07	EMERGENCY SCENE	ST. FRANCIS SOUTH	4/3/2017 15:09	4/3/2017 15:09	4/3/2017 15:11	4/3/2017 15:33	4/3/2017 15:54	4/3/2017 16:17	00:03:39	MEDIC 401
17-3859	4/3/2017 16:48	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/3/2017 16:49	4/3/2017 16:49	4/3/2017 16:52	4/3/2017 17:01	4/3/2017 17:01	4/3/2017 17:01	00:03:46	MEDIC 401
17-3866	4/3/2017 18:09	EMERGENCY SCENE	ST. FRANCIS TULSA	4/3/2017 18:10	4/3/2017 18:10	4/3/2017 18:16	4/3/2017 18:37	4/3/2017 18:59	4/3/2017 19:24	00:06:43	MEDIC 401
17-3872	4/3/2017 21:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/3/2017 21:42	4/3/2017 21:42	4/3/2017 21:48	4/3/2017 22:06	4/3/2017 22:06	4/3/2017 22:06	00:06:37	MEDIC 401
17-3875	4/4/2017 01:09	EMERGENCY SCENE	ST. FRANCIS TULSA	4/4/2017 01:09	4/4/2017 01:09	4/4/2017 01:11	4/4/2017 01:34	4/4/2017 01:54	4/4/2017 02:16	00:02:31	MEDIC 401
17-3876	4/4/2017 02:59	EMERGENCY SCENE	ST. JOHN TULSA	4/4/2017 02:59	4/4/2017 03:00	4/4/2017 03:02	4/4/2017 03:22	4/4/2017 03:45	4/4/2017 04:03	00:02:34	MEDIC 401
17-3908	4/4/2017 19:01	EMERGENCY SCENE	ST. FRANCIS TULSA	4/4/2017 19:02	4/4/2017 19:03	4/4/2017 19:06	4/4/2017 19:27	4/4/2017 19:50	4/4/2017 20:04	00:05:05	MEDIC 401

17-3910	4/4/2017 19:33	EMERGENCY SCENE	ST. FRANCIS TULSA	4/4/2017 19:34	4/4/2017 19:34	4/4/2017 19:44	4/4/2017 20:01	4/4/2017 20:21	4/4/2017 20:50	00:11:32	MEDIC 102
17-3914	4/4/2017 22:03	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/4/2017 22:04	4/4/2017 22:05	4/4/2017 22:10	4/4/2017 22:32	4/4/2017 22:32	4/4/2017 22:32	00:06:02	MEDIC 401
17-3925	4/5/2017 09:03	EMERGENCY SCENE	ST. FRANCIS TULSA	4/5/2017 09:03	4/5/2017 09:04	4/5/2017 09:08	4/5/2017 09:54	4/5/2017 09:54	4/5/2017 10:18	00:04:58	MEDIC 401
17-3946	4/5/2017 19:47	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/5/2017 19:49	4/5/2017 19:49	4/5/2017 19:49	4/5/2017 20:13	4/5/2017 20:13	4/5/2017 20:13	00:01:55	MEDIC 401
17-3953	4/6/2017 04:26	EMERGENCY SCENE	ST. JOHN TULSA	4/6/2017 04:28	4/6/2017 04:29	4/6/2017 04:30	4/6/2017 05:02	4/6/2017 05:26	4/6/2017 05:47	00:03:23	MEDIC 401
17-3984	4/6/2017 14:32	EMERGENCY SCENE	ST. FRANCIS TULSA	4/6/2017 14:32	4/6/2017 14:36	4/6/2017 14:36	4/6/2017 14:49	4/6/2017 15:09	4/6/2017 15:31	00:04:24	MEDIC 401
17-3986	4/6/2017 14:35	EMERGENCY SCENE		4/6/2017 14:54							MUTUAL AID RECEIVED
17-4015	4/7/2017 07:40	EMERGENCY SCENE	DOA - DEAD ON ARRIVAL	4/7/2017 07:41	4/7/2017 07:42	4/7/2017 07:43	4/7/2017 08:23	4/7/2017 08:23	4/7/2017 08:23	00:02:25	MEDIC 401
17-4040	4/7/2017 14:30	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/7/2017 14:35	4/7/2017 14:35	4/7/2017 14:35	4/7/2017 14:49	4/7/2017 14:49	4/7/2017 14:49	00:05:13	MEDIC 401
17-4047	4/7/2017 16:52	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/7/2017 16:53	4/7/2017 16:55	4/7/2017 16:57	4/7/2017 17:03	4/7/2017 17:03	4/7/2017 17:03	00:04:36	MEDIC 401
17-4053	4/7/2017 22:04	EMERGENCY SCENE	OSU MEDICAL CENTER	4/7/2017 22:04	4/7/2017 22:05	4/7/2017 22:10	4/7/2017 22:29	4/7/2017 22:48	4/7/2017 22:59	00:05:18	MEDIC 401
17-4079	4/8/2017 18:43	EMERGENCY SCENE	ST. FRANCIS CHILDRENS HOSPITAL	4/8/2017 18:46	4/8/2017 18:47	4/8/2017 18:54	4/8/2017 19:27	4/8/2017 19:46	4/8/2017 20:04	00:07:30	MEDIC 401
17-4087	4/9/2017 01:14	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/9/2017 01:14	4/9/2017 01:15	4/9/2017 01:22	4/9/2017 01:29	4/9/2017 01:29	4/9/2017 01:29	00:08:04	MEDIC 401
17-4093	4/9/2017 06:34	EMERGENCY SCENE	ST. FRANCIS TULSA	4/9/2017 06:34	4/9/2017 06:36	4/9/2017 06:40	4/9/2017 06:53	4/9/2017 07:10	4/9/2017 07:27	00:06:27	MEDIC 401
17-4099	4/9/2017 10:38	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	4/9/2017 10:39	4/9/2017 10:40	4/9/2017 10:46	4/9/2017 11:06	4/9/2017 11:24	4/9/2017 11:42	00:08:33	MEDIC 401
17-4108	4/9/2017 17:40	EMERGENCY SCENE	ST. FRANCIS TULSA	4/9/2017 17:41	4/9/2017 17:43	4/9/2017 17:55	4/9/2017 18:22	4/9/2017 18:38	4/9/2017 18:56	00:14:44	MEDIC 401
17-4122	4/10/2017 06:59	EMERGENCY SCENE	ST. FRANCIS SOUTH	4/10/2017 06:59	4/10/2017 07:02	4/10/2017 07:06	4/10/2017 07:34	4/10/2017 08:10	4/10/2017 08:26	00:07:00	MEDIC 401
17-4123	4/10/2017 08:07	EMERGENCY SCENE	ST. FRANCIS SOUTH	4/10/2017 08:08	4/10/2017 08:10	4/10/2017 08:14	4/10/2017 08:47	4/10/2017 09:09	4/10/2017 09:35	00:06:31	MEDIC 401
17-4129	4/10/2017 10:46	EMERGENCY SCENE	ST. FRANCIS TULSA	4/10/2017 10:47	4/10/2017 10:47	4/10/2017 10:50	4/10/2017 11:06	4/10/2017 11:30	4/10/2017 11:47	00:03:52	MEDIC 401
17-4149	4/10/2017 20:03	EMERGENCY SCENE	HILLCREST SOUTH	4/10/2017 20:05	4/10/2017 20:05	4/10/2017 20:05	4/10/2017 20:29	4/10/2017 20:56	4/10/2017 21:19	00:01:26	MEDIC 401
17-4157	4/11/2017 08:10	EMERGENCY SCENE	HILLCREST SOUTH	4/11/2017 08:11	4/11/2017 08:14	4/11/2017 08:15	4/11/2017 08:29	4/11/2017 08:51	4/11/2017 09:06	00:04:24	MEDIC 401
17-4158	4/11/2017 08:37	EMERGENCY SCENE	ST. FRANCIS TULSA	4/11/2017 08:38	4/11/2017 08:39	4/11/2017 08:42	4/11/2017 09:25	4/11/2017 09:41	4/11/2017 10:13	00:05:06	MEDIC 115
17-4170	4/11/2017 13:10	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	4/11/2017 13:11	4/11/2017 13:11	4/11/2017 13:15	4/11/2017 13:28	4/11/2017 13:59	4/11/2017 14:21	00:04:35	MEDIC 401
17-4187	4/11/2017 19:56	EMERGENCY SCENE	HILLCREST SOUTH	4/11/2017 19:57	4/11/2017 19:57	4/11/2017 20:01	4/11/2017 20:13	4/11/2017 20:29	4/11/2017 20:40	00:05:21	MEDIC 401
17-4189	4/11/2017 21:42	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	4/11/2017 21:42	4/11/2017 21:46	4/11/2017 21:52	4/11/2017 22:13	4/11/2017 22:38	4/11/2017 22:59	00:10:23	MEDIC 401
17-4222	4/12/2017 15:21	EMERGENCY SCENE	ST. JOHN TULSA	4/12/2017 15:22	4/12/2017 15:23	4/12/2017 15:30	4/12/2017 15:45	4/12/2017 16:19	4/12/2017 16:35	00:08:21	MEDIC 401
17-4238	4/13/2017 00:06	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	4/13/2017 00:06	4/13/2017 00:06	4/13/2017 00:13	4/13/2017 00:18	4/13/2017 00:18	4/13/2017 00:18	00:06:35	MEDIC 401
17-4260	4/13/2017 13:08	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/13/2017 13:08	4/13/2017 13:09	4/13/2017 13:11	4/13/2017 13:38	4/13/2017 13:38	4/13/2017 13:38	00:03:50	MEDIC 401
17-4269	4/13/2017 14:16	EMERGENCY SCENE	LIFT ASSIST	4/13/2017 14:17	4/13/2017 14:17	4/13/2017 14:18	4/13/2017 14:25	4/13/2017 14:25	4/13/2017 14:25	00:02:47	MEDIC 401
17-4274	4/13/2017 16:17	EMERGENCY SCENE	ST. JOHN SAPULPA	4/13/2017 16:18	4/13/2017 16:19	4/13/2017 16:21	4/13/2017 16:41	4/13/2017 16:57	4/13/2017 17:11	00:04:12	MEDIC 401
17-4286	4/14/2017 04:21	EMERGENCY SCENE	ST. FRANCIS SOUTH	4/14/2017 04:21	4/14/2017 04:25	4/14/2017 04:37	4/14/2017 04:53	4/14/2017 05:13	4/14/2017 05:29	00:15:31	MEDIC 401
17-4294	4/14/2017 09:35	EMERGENCY SCENE	LIFT ASSIST	4/14/2017 09:35	4/14/2017 09:37	4/14/2017 09:38	4/14/2017 09:58	4/14/2017 09:58	4/14/2017 09:58	00:02:27	MEDIC 401
17-4315	4/14/2017 15:05	EMERGENCY SCENE	ST. FRANCIS TULSA	4/14/2017 15:07	4/14/2017 15:07	4/14/2017 15:11	4/14/2017 15:34	4/14/2017 15:53	4/14/2017 16:05	00:06:13	MEDIC 401
17-4320	4/14/2017 15:52	EMERGENCY SCENE		4/14/2017 15:52							MUTUAL AID RECEIVED
17-4334	4/14/2017 21:58	EMERGENCY SCENE	ST. FRANCIS TULSA	4/14/2017 21:58	4/14/2017 21:58	4/14/2017 22:01	4/14/2017 22:29	4/14/2017 22:49	4/14/2017 23:02	00:03:20	MEDIC 401
17-4342	4/15/2017 01:24	EMERGENCY SCENE	ST. FRANCIS TULSA	4/15/2017 01:26	4/15/2017 01:27	4/15/2017 01:31	4/15/2017 02:15	4/15/2017 02:27	4/15/2017 02:53	00:06:37	MEDIC 401
17-4346	4/15/2017 06:06	EMERGENCY SCENE	SIGNED PATIENT REFUSAL/ PUBLIC ASSIST	4/15/2017 06:07	4/15/2017 06:09	4/15/2017 06:13	4/15/2017 06:29	4/15/2017 06:29	4/15/2017 06:29	00:06:38	MEDIC 401
17-4355	4/15/2017 13:55	EMERGENCY SCENE	ST. JOHN TULSA	4/15/2017 13:56	4/15/2017 13:57	4/15/2017 14:07	4/15/2017 14:22	4/15/2017 14:53	4/15/2017 15:10	00:11:25	MEDIC 401
17-4356	4/15/2017 14:43	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/15/2017 14:43	4/15/2017 14:43	4/15/2017 14:47	4/15/2017 15:02	4/15/2017 15:02	4/15/2017 15:02	00:04:10	MEDIC 102
17-4363	4/15/2017 21:15	EMERGENCY SCENE	ST. FRANCIS TULSA	4/15/2017 21:17	4/15/2017 21:17	4/15/2017 21:20	4/15/2017 21:35	4/15/2017 21:55	4/15/2017 22:06	00:04:57	MEDIC 401
17-4370	4/16/2017 04:18	EMERGENCY SCENE	NO PATIENT FOUND	4/16/2017 04:20	4/16/2017 04:22	4/16/2017 04:34	4/16/2017 04:42	4/16/2017 04:42	4/16/2017 04:42	00:16:07	MEDIC 401
17-4372	4/16/2017 06:23	EMERGENCY SCENE	ST. FRANCIS TULSA	4/16/2017 06:24	4/16/2017 06:27	4/16/2017 06:56	4/16/2017 06:59	4/16/2017 07:28	4/16/2017 07:39	00:32:51	MUTUAL AID GIVEN
17-4425	4/17/2017 18:04	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	4/17/2017 18:08	4/17/2017 18:08	4/17/2017 18:16	4/17/2017 18:17	4/17/2017 18:17	4/17/2017 18:17	00:09:52	MEDIC 401
17-4459	4/18/2017 14:37	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/18/2017 14:38	4/18/2017 14:39	4/18/2017 14:43	4/18/2017 15:04	4/18/2017 15:04	4/18/2017 15:04	00:05:47	MEDIC 401
17-4464	4/18/2017 16:53	EMERGENCY SCENE	ST. JOHN TULSA	4/18/2017 16:53	4/18/2017 16:55	4/18/2017 16:59	4/18/2017 17:24	4/18/2017 17:56	4/18/2017 18:52	00:05:52	MEDIC 401
17-4476	4/19/2017 00:27	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/19/2017 00:29	4/19/2017 00:31	4/19/2017 00:50	4/19/2017 01:23	4/19/2017 01:23	4/19/2017 01:23	00:23:09	MUTUAL AID GIVEN
17-4501	4/19/2017 13:47	EMERGENCY SCENE	OSU MEDICAL CENTER	4/19/2017 13:47	4/19/2017 13:49	4/19/2017 13:52	4/19/2017 14:10	4/19/2017 14:33	4/19/2017 14:59	00:04:44	MEDIC 401
17-4504	4/19/2017 14:18	EMERGENCY SCENE		4/19/2017 14:19							MUTUAL AID RECEIVED
17-4513	4/19/2017 18:50	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/19/2017 18:50	4/19/2017 18:54	4/19/2017 18:54	4/19/2017 19:06	4/19/2017 19:06	4/19/2017 19:06	00:04:42	MEDIC 401
17-4540	4/20/2017 12:33	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/20/2017 12:33	4/20/2017 12:35	4/20/2017 12:36	4/20/2017 13:03	4/20/2017 13:03	4/20/2017 13:03	00:03:07	MEDIC 401
17-4561	4/20/2017 20:24	EMERGENCY SCENE	ST. FRANCIS TULSA	4/20/2017 20:24	4/20/2017 20:25	4/20/2017 20:26	4/20/2017 20:43	4/20/2017 21:06	4/20/2017 21:15	00:02:34	MEDIC 401
17-4575	4/21/2017 06:06	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/21/2017 06:06	4/21/2017 06:08	4/21/2017 06:09	4/21/2017 06:32	4/21/2017 06:32	4/21/2017 06:32	00:03:31	MEDIC 401
17-4576	4/21/2017 08:09	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 08:11	4/21/2017 08:12	4/21/2017 08:12	4/21/2017 08:31	4/21/2017 08:54	4/21/2017 09:09	00:03:16	MEDIC 401
17-4579	4/21/2017 08:55	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/21/2017 08:56	4/21/2017 08:56	4/21/2017 09:05	4/21/2017 09:18	4/21/2017 09:18	4/21/2017 09:18	00:09:59	MEDIC 102
17-4584	4/21/2017 09:40	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	4/21/2017 09:40	4/21/2017 09:40	4/21/2017 09:45	4/21/2017 10:08	4/21/2017 10:08	4/21/2017 10:08	00:05:02	MEDIC 401
17-4595	4/21/2017 11:18	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	4/21/2017 11:19	4/21/2017 11:24	4/21/2017 11:24	4/21/2017 11:25	4/21/2017 11:25	4/21/2017 11:25	00:06:38	MEDIC 401
17-4596	4/21/2017 11:22	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 11:22	4/21/2017 11:26	4/21/2017 11:30	4/21/2017 11:43	4/21/2017 12:06	4/21/2017 12:18	00:08:43	MEDIC 401
17-4617	4/21/2017 18:59	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 19:00	4/21/2017 19:01	4/21/2017 19:05	4/21/2017 19:11	4/21/2017 19:34	4/21/2017 19:42	00:05:27	MEDIC 401
17-4618	4/21/2017 19:23	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 19:23	4/21/2017 19:23	4/21/2017 19:27	4/21/2017 19:43	4/21/2017 20:04	4/21/2017 20:24	00:04:25	MEDIC 102
17-4620	4/21/2017 19:23	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 19:23	4/21/2017 19:23	4/21/2017 19:27	4/21/2017 19:43	4/21/2017 20:04	4/21/2017 20:24	00:04:25	MEDIC 102
17-4623	4/21/2017 20:42	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 20:42	4/21/2017 20:42	4/21/2017 20:44	4/21/2017 21:04	4/21/2017 21:26	4/21/2017 21:41	00:01:59	MEDIC 401
17-4626	4/21/2017 22:47	EMERGENCY SCENE	ST. FRANCIS TULSA	4/21/2017 22:48	4/21/2017 22:48	4/21/2017 22:52	4/21/2017 23:11	4/21/2017 23:34	4/21/2017 23:43	00:04:51	MEDIC 401





# Glenpool Area Emergency Medical Services District

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12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND TRUSTEES  
From: Susan White, District Administrator/Secretary  
Date: May 1, 2017  
Subject: District Administrator Report

## **FY 2016 Audit**

An auditor for the Oklahoma State Auditor and Inspector began the FY 2016 Audit on Tuesday, April 11. She was able to wrap up her field work in three days. We received a few follow-up questions but anticipate this audit process will be much faster than the last one.

## **Tulsa County Vendor Bid Lists**

Staff met with Linda Dorrell, Tulsa County Purchasing Director to discuss the county's purchasing policy and procedure, as well as the possibility of taking advantage of the county's bids. Since GEMS was formed by an election called by the Tulsa County Board of Commissioners, GEMS has the option to utilize the county's vendor bid lists. This opportunity will expedite the purchasing process as well as maintain statutory requirements. The meeting went very well and we expect our relationship with Tulsa County Purchasing Department will prove very beneficial for GEMS.

**MINUTES**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**Regular Meeting**  
**April 3, 2017**

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee and Jacqueline Triplett-Lund. Brandon Kearns was absent.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager, and Brett Copple with Mercy Regional EMS were also present.

- A) **Chairman Fox called the meeting to order at 7:08 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
- Brett Copple, Manager presented the report for the period of March 1 to March 21, 2017. Mercy logged 70 calls during that period and maintained a 100% response time compliance.
  - Mercy Regional recently received approval from the State for their sepsis protocol. Mercy shares this distinction with only two other agencies in the state.
  - Mercy is working with Glenpool Fire Department personnel to achieve the best solution for the upcoming emergency communications conversion.
- D) **District Administrator Report - Susan White, Adm., Sec.**
- Ms. White reported that the FY 2014 and FY 2015 audit reports were published following the March Regular meeting. The Report identified four findings, two have already been identified and corrected by staff prior to audit field work.
  - Purchase order receiving reports and claims payable lists will be scheduled regularly for Board approval to enhance internal controls. The first have been scheduled on this agenda.
  - Staff is presently working on annual contract renewals.
- E) **Scheduled Business**
- 1) **Discussion and possible action to approve minutes from March 6, 2017 meeting.**  
**MOTION:** Trustee Lund moved, second by Vice Chairman Ceesay to approve minutes as presented.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox  
**AGAINST:** None  
**ABSTAIN:** Trustee Agee (Absent March 6, 2017)  
**ABSENT:** Trustee Kearns  
**Motion carried.**
- 2) **Discussion and possible action to approve purchase order(s) and receipts register totaling \$12,000.00.**  
Julie Casteen, Treasurer explained that a new procedure has been established to report goods and services received and to request approval for payment. A receiving report and lists of claims were provided to the Board for approval.  
**MOTION:** Trustee Lund moved, second by Trustee Agee to approve purchase order and receipts register as presented.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Lund  
**AGAINST:** None  
**ABSENT:** Trustee Kearns  
**Motion carried**

3) **Discussion and possible action to recommend to the Tulsa County Board of Commissioners that Trustee Brandon Kearns should be appointed for an additional five-year term beginning June 1, 2017 through May 31, 2022.**

Susan White, District Administrator informed the Board that Trustee Kearns' term will expire May 31, 2017. The Oklahoma Constitution provides for District Board appointments to be made by the Board of County Commissioners. Ms. White asked the Board to consider action to recommend to the Tulsa County Commission to reappoint Mr. Kearns for an additional five-year term. She further informed them that Mr. Kearns had agreed to serve if appointed.

**MOTION:** Trustee Lund moved, second by Trustee Agee to recommend to the Tulsa County Board of Commissioners that Trustee Brandon Kearns be reappointed for a five-year term beginning June 1, 2017.

**FOR:** Chairman Fox; Trustee Agee; Trustee Lund; Vice Chairman Ceesay

**AGAINST:** None

**ABSENT:** Trustee Kearns

**Motion carried**

**F) Adjournment.**

- There being no further business, the meeting was adjourned at 7:39 p.m.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Chairman

# Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

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Date: May 1, 2017

To: Honorable Chairman and Trustees

From: Susan White, District Administrator

Re: Appointment of Requisitioning and Receiving Officers

## Background

During our meeting Ms. Linda Dorrell, Tulsa County Purchasing Director recommended that GEMS should appoint a Requisitioning Officer and a Receiving Officer. The addition of these positions not only enhances internal controls but streamlines the purchasing process. State purchasing law requires Board authorization for all purchases *before* the goods or services can be ordered. By appointing the Requisitioning and Receiving Officers, the Board authorizes said officers to administer state purchasing law as set forth in Title 19 of the Oklahoma Statutes.

## Staff Recommendation

Staff recommends the approval of Resolution No. 1700GEMS to appoint the positions of Requisitioning and Receiving Officers.

## Attached

Resolution No. 1700GEMS

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**12205 S. Yukon, Glenpool, OK 74033**

**Phone: 918-322-5409 Fax: 918-209-4626**

*Chairman Tim Fox, Vice-Chairman Momodou Ceesay, Trustees: Patricia Agee, Brandon Kearns  
District Administrator Susan White, District Legal Counsel Lowell Peterson*

**RESOLUTION NO. 1700GEMS**

**OF THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**

**A RESOLUTION AUTHORIZING THE GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT TO APPOINT REQUISITIONING AND RECEIVING OFFICERS AND TO SET AUTHORITY FOR THE POSITIONS.**

**WHEREAS**, to conform with the Oklahoma Purchasing Procedures for Counties, the positions of Requisitioning Officer and Receiving Officer shall be established; and

**WHEREAS**, to maintain best practices for internal controls and segregation of duties, the positions shall not be filled by the same person; and

**WHEREAS**, the District Board of Trustees is vested by the Oklahoma Constitution at Art. X, § 9C, and by the Emergency Medical Service District Budget Act with the authority to appoint personnel; and

**WHEREAS**, the District Board of Trustees deems the District Secretary and the District Treasurer to be most suited to fill the positions of Requisitioning and Receiving Officers.

**BE IT THEREFORE RESOLVED** by the District Board of Trustees for the Glenpool Area Emergency Medical Service District of Tulsa County, Oklahoma:

- § 1. That the District Secretary shall also serve the District as Requisitioning Officer.
- § 2. That the District Treasurer shall also serve the District as Receiving Officer.
- § 3. That the duly appointed Officers hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolution.

**PASSED AND APPROVED** by the Glenpool Area Emergency Medical Service District Board of Trustees this 1<sup>st</sup> day of May 2017.

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Chairman

ATTEST:

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Susan White, Secretary

APPROVED AS TO FORM:

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Lowell Peterson, Attorney

# Memo

To: Honorable Chairman and Trustees  
From: Paul Newton, Fire Chief  
CC: File  
Date: 05/01/17  
Re: Cardiac Monitors

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## **Background:**

Two years ago, the Fire Department embarked on a mission to improve the level of pre-hospital emergency care provided to our citizens. Since that time, our members have dedicated countless hours to obtaining additional education and advanced levels of certification.

With the addition of Advanced Emergency Medical Technicians, we are further able to bridge the gap between Emergency Medical Responder care and ambulance transport. These technicians are capable of delivering advanced treatment interventions that are instrumental in stabilizing critical patients and are a huge asset to the transport agency when they need additional help.

As we continue to improve these services, we need to acquire equipment that is capable of delivering this expanded care model. It is imperative that this acquisition be compatible with the equipment utilized by the three transporting agencies commonly encountered. (Mercy, EMSA, Creek County)

To that end, staff has conducted reviews of existing products that meet the need for expanding our role while maintaining compatibility as noted. Emphasis was placed on equipment that is robust, designed for extreme duty use by pre-hospital care providers and is intuitive in implementation. It must also mirror the operation of units used by the primary transport agency and share consumable items inventory.

Physio Control's Lifepak series of cardiac monitor/defibrillators are well respected in the industry and meet each of the criteria mentioned above. These units expand our delivery model by allowing first responding firefighters to obtain a multitude of assessment parameters not available to us in the past.

## **Staff Recommendation:**

Purchase Two Physio Control Lifepak 15 cardiac monitor/defibrillators with associated equipment for a price not to exceed \$72,000.00 as quoted.

This expenditure is included in the FY 16-17 Budget, Capital Expenditures, Acct. No. 31-6-01-6333.

## **Attachments:**

Physio Control Product Information

Physio Control Quote 00046464





# **LIFEPAK® 15** MONITOR/DEFIBRILLATOR

For Emergency Medical Services

A paramedic in a dark uniform and blue gloves is shown from the waist down, carrying a large, grey LIFEPAK 15 monitor/defibrillator. The device has a screen and various buttons. The paramedic is standing next to an ambulance, which has orange and blue stripes and the number '7' visible. The word 'UNIT' is partially visible on the side of the ambulance. The background is slightly blurred, showing a residential area.

**LIFEPAK<sup>®</sup> 15** MONITOR/DEFIBRILLATOR

When you respond to emergencies,  
you need the most advanced monitor/  
defibrillator that sets the standard in  
innovation, operations and toughness.



## The LIFEPAK 15 monitor/defibrillator delivers.

Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK® 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

*Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.*

## The standard in clinical innovation.

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.





### Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the 15 gives you EtCO<sub>2</sub> with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose



conditions and improve patient care with noninvasive monitoring of carbon monoxide, SpO<sub>2</sub> and methemoglobin. In addition, the 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

### Advanced support for treating cardiac patients

The 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The 15 also works seamlessly with the web-based LIFEPAK System 5.0, so you can automatically share critical patient data with multiple patient care teams.

### Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.<sup>1</sup>

### Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.<sup>2,3,4</sup> And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.

Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.<sup>2,3,4</sup>



# LIFEPAK 15 MONITOR/DEFIBRILLATOR







# The standard in operational effectiveness.

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

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## Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

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## Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

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## Data connectivity

The 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

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## Upgradable platform

The 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

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## Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

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Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.

# The standard in toughness.

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The 15 is LIFEPAK TOUGH, with improved ruggedness and durability you can rely on.

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## Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

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## Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

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## Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.\*

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Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

\* A variety of customized service options are available.

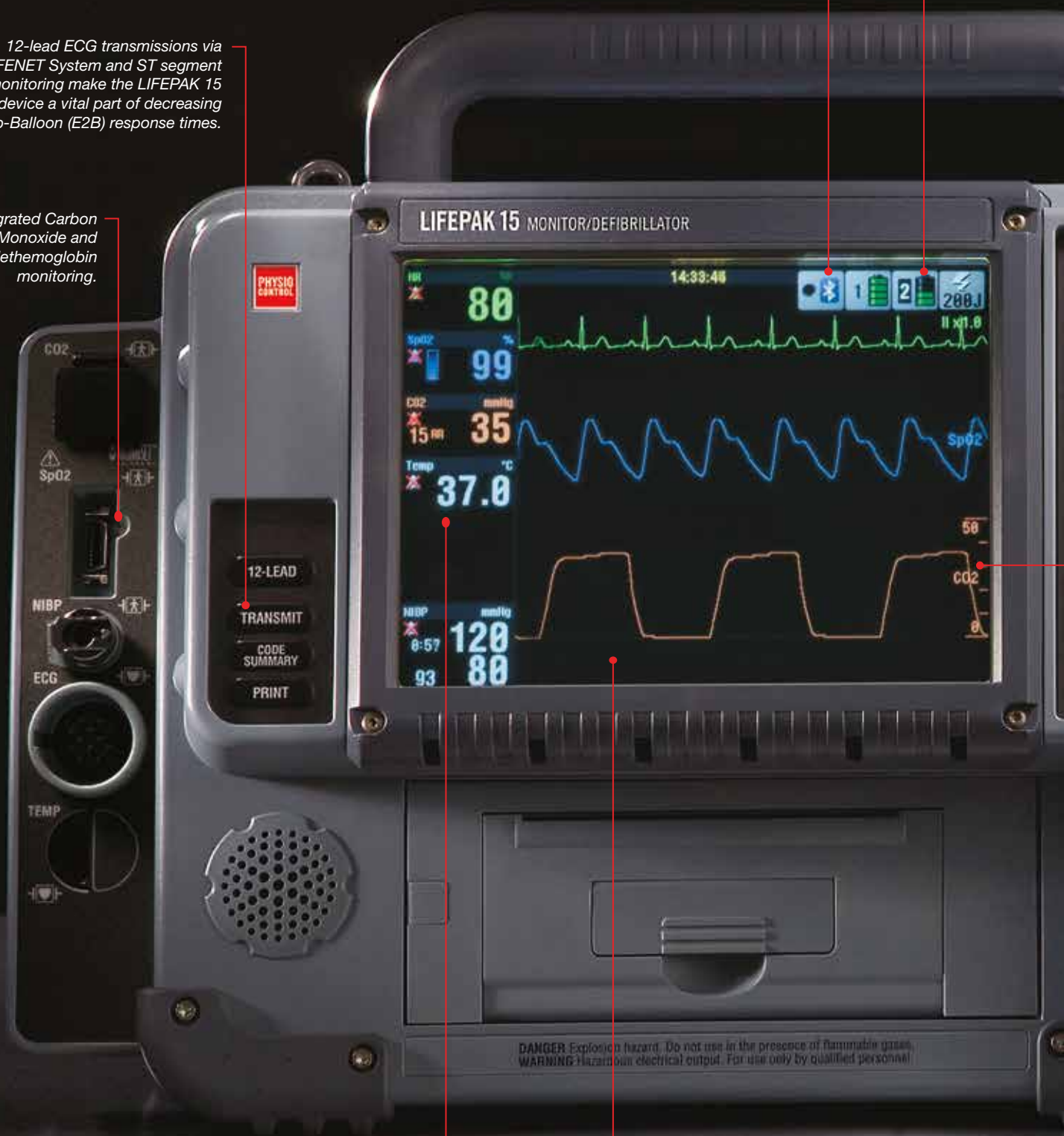
## LIFEPAK<sup>15</sup> MONITOR/DEFIBRILLATOR

The latest Lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries, and an approximate two-year replacement cycle.

Easy one-touch Bluetooth® data transmission.

12-lead ECG transmissions via the LIFENET System and ST segment trend monitoring make the LIFEPAK 15 device a vital part of decreasing EMS-to-Balloon (E2B) response times.

Integrated Carbon Monoxide and Methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue mode for best viewing in sunlight.

*Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.*

*CPR Metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.*

*Integrated Oridion EtCO<sub>2</sub> provides waveform ranges as low as 0–20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.*

*Redesigned cable connector gives you the confidence for secure therapy delivery.*

## The LIFEPAK 15 monitor/ defibrillator at a glance.





**LIFEPAK 15** MONITOR/DEFIBRILLATOR

For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.



## A legacy of trust.

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

*For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit **[www.physio-control.com](http://www.physio-control.com)**.*

# Physio-Control Family of Products and Services

## Defibrillators/Monitors

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### **LIFEPAK CR® Plus Automated External Defibrillator (AED)**

Featuring the same advanced technology trusted by emergency medical professionals—yet simple to use—the fully automatic LIFEPAK CR Plus AED is designed specifically for the first person to respond to a victim of sudden cardiac arrest (SCA).



### **LIFEPAK® 1000 Defibrillator**

The LIFEPAK 1000 Defibrillator is a powerful and compact device designed to treat cardiac arrest patients and provide continuous cardiac monitoring capabilities. Built-in flexibility allows the 1000 to be programmed for use by first responders or professionals and enables care providers to change protocols as standards of care evolve.



### **LIFEPAK® 15 Monitor/Defibrillator**

The LIFEPAK 15 monitor/defibrillator is the standard in emergency care for ALS teams who want the most clinically innovative, operationally effective and LIFEPAK TOUGH™ device available today. The 15 offers sophisticated clinical technologies with a rich array of features—like the most powerful escalating energy available (up to 360J), advanced monitoring parameters and a completely upgradable platform.



### **LIFEPAK® 20e Defibrillator/Monitor with CodeManagement Module™**

Clinically advanced and packed with power, the LIFEPAK 20e defibrillator/monitor is highly intuitive for first responders, and also skillfully combines AED function with manual capability so that ACLS-trained clinicians can quickly and easily deliver advanced therapeutic care. The CodeManagement Module adds waveform capnography and wireless connectivity to enhance your hospital's ability to effectively manage resuscitations from preparedness through review.

## CPR Assistance

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### **LUCAS® 2 Chest Compression System**

Designed to provide effective, consistent and uninterrupted compressions according to AHA Guidelines, LUCAS can be used on adult patients in out-of-hospital and hospital settings.



### **TrueCPR™ Coaching Device**

TrueCPR helps your team optimize their manual CPR performance using simple real-time and post-event feedback on the most critical resuscitation parameters. It accurately measures compression depth through proprietary Triaxial Field Induction technology.



## Data Solutions

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### LIFENET® System

The LIFENET System provides EMS and hospital care teams with reliable, quick access to clinical information through a secure, web-based platform, helping to improve patient care, flow and operational efficiency.

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### CODE-STAT™ Data Review Software

CODE-STAT data review software is a retrospective analysis tool that provides easy access to data, reports and post-event review.

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### HealthEMS®

HealthEMS is a remote-hosted field data collection, management and reporting software solution which is proven to help Fire and EMS providers improve patient care and financial performance. HealthEMS creates a two-way information flow which dramatically improves the accuracy and timeliness of information needed to support billing and clinical decision-making.

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### PulsePoint

PulsePoint Respond alerts CPR-trained bystanders about nearby sudden cardiac arrests in a public area. The app guides the responder to the public location of the incident using a map while also identifying nearby AEDs. Because the PulsePoint solution is integrated into the local dispatch center, alerts are only sent after 911 has been notified.

PulsePoint AED is an app designed to build a comprehensive registry of AEDs available for use during cardiac emergencies. AED submissions are verified by the local agency and then become available within the Respond app.

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## Support

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### Physio-Control Service

With a service plan from Physio-Control, you are free to focus on your mission while relying on us to help to ensure the integrity of your lifesaving tools. From emergency repairs to software updates to preventive maintenance, we respond to every service call with speed and expertise so you have the peace of mind to do your job with confidence.

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# LIFEPAK<sup>15</sup> MONITOR/DEFIBRILLATOR







## SPECIFICATIONS

### GENERAL

**The LIFEPAK 15 monitor/defibrillator has six main operating modes:**

**AED Mode:** for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

**Manual Mode:** for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

**Archive Mode:** for accessing stored patient information.

**Setup Mode:** for changing default settings of the operating functions.

**Service Mode:** for authorized personnel to perform diagnostic tests and calibrations.

**Demo Mode:** for simulated waveforms and trend graphs for demonstration purposes.

### PHYSICAL CHARACTERISTICS

#### Weight:

Basic monitor/defibrillator with new roll paper and two batteries installed: 7.9 kg (17.5 lb)

Fully featured monitor/defibrillator with new roll paper and two batteries installed: 8.4 kg (18.5 lb)

**Lithium-ion battery:** ≤0.6kg (1.3lb)

**Accessory Bags and Shoulder Strap:** 1.77 kg (3.9 lb)

**Standard (hard) Paddles:** 0.95 kg (2.1 lb)

**Height:** 31.7 cm (12.5 in)

**Width:** 40.1 cm (15.8 in)

**Depth:** 23.1 cm (9.1 in)

### DISPLAY

**Size (active viewing area):** 212 mm (8.4 in) diagonal; 171 mm (6.7 in) wide x 128 mm (5.0 in) high

**Resolution:** display type 640 dot x 480 dot color backlit LCD

**User Selectable Display Mode:** full color or SunVue™ display high contrast

**Display:** a minimum of 5 seconds of ECG and alphanumerics for values, device instructions, or prompts

**Display:** up to three waveforms

**Waveform Display Sweep Speed:** 25 mm/sec for ECG, SpO<sub>2</sub>, IP, and 12.5 mm/sec for CO<sub>2</sub>

### DATA MANAGEMENT

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

#### Report Types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

**Memory Capacity:** Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events.

Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

### COMMUNICATIONS

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Serial Port RS232 communication + 12V available

Limited to devices drawing maximum 0.5 A current

Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

### MONITOR

#### ECG

**ECG is monitored via several cable arrangements:**

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

#### Frequency Response:

Monitor: 0.5 to 40 Hz or 1 to 30 Hz

Paddles: 2.5 to 30 Hz

12-lead ECG diagnostic: 0.05 to 150 Hz

#### Lead Selection:

Leads I, II, III, (3-wire ECG cable)

Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)

Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

**ECG size:** 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

#### Heart Rate Display:

20–300 bpm digital display

Accuracy: ±4% or ±3 bpm, whichever is greater

QRS Detection Range Duration: 40 to 120 msec

Amplitude: 0.5 to 5.0 m

**Common Mode Rejection (CMRR):** ECG Leads: 90 dB at 50/60 Hz

#### SpO<sub>2</sub>/SpCO/SpMet

##### Sensors:

MASIMO® sensors including RAINBOW® sensors

NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

#### SpO<sub>2</sub>

**Displayed Saturation Range:** “<50” for levels below 50%; 50 to 100%

**Saturation Accuracy:** 70–100% (0–69% unspecified)

##### Adults/Pediatrics:

±2 digits (during no motion conditions)

±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO<sub>2</sub> pulsations are detected

**SpO<sub>2</sub> Update Averaging Rate User selectable:**

4, 8, 12 or 16 seconds

**SpO<sub>2</sub> Sensitivity User selectable:** Normal, High

**SpO<sub>2</sub> Measurement:** Functional SpO<sub>2</sub> values are displayed and stored

**Pulse Rate Range:** 25 to 240 bpm

##### Pulse Rate Accuracy (Adults/Pediatrics):

±3 digits (during no motion conditions)

±5 digits (during motion conditions)

Optional SpO<sub>2</sub> waveform display with autogain control

#### SpCO\*

**SpCO Concentration Display Range:** 0 to 40%

**SpCO Accuracy:** ±3 digits

#### SpMET\*

**SpMet Saturation Range:** 0 to 15.0%

**SpMet Display Resolution:** 0.1% up to 10%

**SpMet Accuracy:** ±1 digit

#### NIBP

**Blood Pressure Systolic Pressure Range:** 30 to 255 mmHg

**Diastolic Pressure Range:** 15 to 220 mmHg

**Mean Arterial Pressure Range:** 20 to 235 mmHg

**Units:** mmHg

**Blood Pressure Accuracy:** ±5 mmHg

**Blood Pressure Measurement Time:** 20 seconds, typical (excluding cuff inflation time)

**Pulse Rate Range:** 30 to 240 pulses per minute

**Pulse Rate Accuracy:** ±2 pulses per minute or ±2%, whichever is greater

**Operation Features Initial Cuff Pressure:** User selectable, 80 to 180 mmHg

**Automatic Measurement Time Interval:** User selectable, from 2 min to 60 min

**Automatic Cuff Deflation Excessive Pressure:** If cuff pressure exceeds 290 mmHg

**Excessive Time:** If measurement time exceeds 120 seconds

#### CO<sub>2</sub>

**CO<sub>2</sub> Range:** 0 to 99 mmHg (0 to 13.2 kPa)

**Units:** mmHg, %, or kPa

##### Respiration Rate Accuracy:

0 to 70 bpm: ±1 bpm

71 to 99 bpm: ±2 bpm

**Respiration Rate Range:** 0 to 99 breaths/minute

**Rise Time:** 190 msec

**Response Time:** 3.3 seconds (includes delay time and rise time)

**Initialization Time:** 30 seconds (typical), 10–180 seconds

**Ambient Pressure:** automatically compensated internally

**Optional Display:** CO<sub>2</sub> pressure waveform

Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

#### Invasive Pressure

**Transducer Type:** Strain-gauge resistive bridge

**Transducer Sensitivity:** 5µV/V/mmHg

**Excitation Voltage:** 5 Vdc

**Connector:** Electro Shield: CXS 3102A 14S-6S

**Bandwidth:** Digital filtered, DC to 30 Hz (< -3db)

**Zero Drift:** 1 mmHg/hr without transducer drift

**Zero Adjustment:** ±150 mmHg including transducer offset

**Numeric Accuracy:** ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

**Pressure Range:** -30 to 300 mmHg, in six user selectable ranges

#### Invasive Pressure Display

**Display:** IP waveform and numerics

**Units:** mmHg

**Labels:** P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

#### Temperature

**Range:** 24.8° to 45.2°C (76.6° to 113.4°F)

**Resolution:** 0.1°C

**Accuracy:** ±0.2°C including sensor

**Reusable Temperature Cable:** 5 foot or 10 foot

**Disposable Sensor Types:** Surface–Skin; Esophageal/Rectal



**Trend**

**Time Scale:** Auto, 30 minutes, 1, 2, 4, or 8 hours

**Duration:** Up to 8 hours

**ST Segment:** After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

**Display Choice of:** HR, PR (SpO<sub>2</sub>), PR (NIBP), SpO<sub>2</sub> (%), SpCO (%), SpMet (%), CO<sub>2</sub> (EtCO<sub>2</sub>/FiCO<sub>2</sub>), RR (CO<sub>2</sub>), NIBP, IP1, IP2, ST

**ALARMS**

**Quick Set:** Activates alarms for all active vital signs

**VF/VT Alarm:** Activates continuous (CPSS) monitoring in Manual mode

**Apnea Alarm:** Occurs when 30 seconds has elapsed since last detected respiration

**Heart Rate Alarm Limit Range:** Upper, 100–250 bpm; lower, 30–150 bpm

**INTERPRETIVE ALGORITHM**

**12-Lead Interpretive Algorithm:** University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

**PRINTER**

**Prints continuous strip of the displayed patient information and reports**

**Paper Size:** 100 mm (3.9 in)

**Print Speed:** 25 mm/sec or 12.5 mm/sec

Optional: 50 mm/sec time base for 12-lead ECG reports

**Delay:** 8 seconds

**Autoprint:** Waveform events print automatically

**Frequency Response:**

Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz

Monitor: 0.67 to 40 Hz or 1 to 30 Hz

**DEFIBRILLATOR**

**Biphasic Waveform:** Biphasic Truncated Exponential

**The following specifications apply from 25 to 200 ohms, unless otherwise specified:**

**Energy Accuracy:** ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25–175 ohms.

**Voltage Compensation:** Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

**Paddle Options:** QUIK-COMBO\* pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

**Manual Mode**

**Energy Select:** 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

**Charge Time:** Charge time to 360 joules in less than 10 seconds, typical

**Synchronous Cardioversion:** Energy transfer begins within 60 msec of the QRS peak

**Paddles Leads OFF Sensing:** When using QUIK-COMBO electrodes, the device indicates Paddles Leads OFF if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

**AED Mode**

**Shock Advisory System™ (SAS):** an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

**Shock Ready Time:** Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is “SHOCK ADVISED”

**Biphasic Output:** Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

**cprMAX™ Technology:** In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

**Setup Options:**

– Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK

– Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST

– Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.

– Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.

– Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER

– Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON

– CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

**PACER**

**Pacing Mode:** Demand or non-demand rate and current defaults

**Pacing Rate:** 40 to 170 PPM

**Rate Accuracy:** ±1.5% over entire range

**Output Waveform:** Monophasic, truncated exponential current pulse (20 ± 1 ms)

**Output Current:** 0 to 200 mA

**Pause:** Pacing pulse frequency reduced by a factor of 4 when activated

**Refractory Period:** 180 to 280 msec (function of rate)

**ENVIRONMENTAL**

**Unit meets functional requirements during exposure to the following environments unless otherwise stated.**

**Operating Temperature:** 0° to 45°C (32° to 113°F); -20°C (-4°F) for 1 hour after storage at room temperature; 60°C (140°F) for 1 hour after storage at room temperature

**Storage Temperature:** -20° to 65°C (-4° to 149°F) except therapy electrodes and batteries

**Relative Humidity, Operating:** 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

**Relative Humidity, Storage:** 10 to 95%, non-condensing

**Atmospheric Pressure, Operating:** -382 to 4,572 m (-1,253 to 15,000 ft). NIBP: -152 to 3,048 m (-500 to 10,000 ft)

**Water Resistance, Operating:** IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

**Vibration:** MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10–150 Hz, ±0.15 mm/2 g

**Shock (drop):** 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

**Shock (functional):** Meets IEC 60068-2-27 and MIL-STD-810E shock requirements: 3 shocks per face at 40 g, 6 ms half-sine pulses

**Bump:** 1000 bumps at 15 g with pulse duration of 6 msec

**Impact, Non-operating:** EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

**EMC:** EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

**Cleaning:** Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

**Chemical Resistance:** 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

**POWER**

**Power Adapters:** AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

– Full functionality with or without batteries when connected to external AC/DC

– Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes

– Indicators: external power indicator, battery charging indicator

**Dual battery:** Capability with automatic switching

**Low battery indication and message:** Low battery fuel gauge indication and low battery message in status area for each battery

**Replace battery indication and message:** Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

**Battery Capacity** For two, new fully-charged batteries, 20°C (68°F)

Operating Mode		Monitoring (minutes)	Pacing (minutes)	Defibrillation (360J discharges)
	Total Capacity to Shutdown	Typical 360	340	420
	Minimum	340	320	400
Capacity After Low Battery	Typical	21	20	30
	Minimum	12	10	6

**BATTERY**

**Battery Specifications**

**Battery Type:** Lithium-ion

**Weight:** ≤0.6kg (1.3lb)

**Charge Time (with fully depleted battery):** 4 hours and 15 minutes (typical)

**Battery indicators:** Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

**Charging Temperature Range:** 5° to 45°C (41° to 113°F)

**Operating Temperature Range:** 0° to 45°C (32° to 113°F)

**Short Term (<1 week) Storage Temperature Range:** -20° to 60°C (-4° to 140°F)

**Long Term (>1 week) Storage Temperature Range:** 20° to 25°C (68° to 77°F)

**Operating and Storage Humidity Range:** 5 to 95% relative humidity, non-condensing

## REFERENCES

- 1 Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
- 2 Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med*. 2008;168:1063-1069.
- 3 Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
- 4 Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of December 2014.

For further information please contact your local Physio-Control representative or visit our website at [www.physio-control.com](http://www.physio-control.com)



### Physio-Control Headquarters

11811 Willows Road NE  
Redmond, WA 98052  
[www.physio-control.com](http://www.physio-control.com)

### Customer Support

P. O. Box 97006  
Redmond, WA 98073  
Toll free 800 442 1142  
Fax 800 426 8049

### Physio-Control Canada

Physio-Control Canada Sales, Ltd.  
7111 Syntex Drive, 3rd Floor  
Mississauga, ON  
L5N 8C3  
Canada  
Toll free 800 895 5896  
Fax 866 430 6115



Physio-Control, Inc., 11811 Willows Road NE, Redmond, WA 98052 USA



**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
[www.physio-control.com](http://www.physio-control.com)  
tel 800.442.1142  
fax 800.732.0956

To Kendall Dykes  
Glenpool FD  
14536 S. Elwood  
Glenpool, OK 74033  
(918) 322-2172  
[glenpoolfd@gmail.com](mailto:glenpoolfd@gmail.com)

Quote Number	00046464
Revision #	1
Created Date	7/19/2016
Sales Consultant	Todd Shire (405) 919-5493
FOB	Destination
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

Contract NASPO #SW300 v2

Expiration Date 8/19/2016



Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11100-000001	Electrode LIFEPATCH ECG , adult, pregelled (3/pkg) 1-99	50.00	1.50	-0.10	1.40	70.00
11100-000002	Electrode LIFEPATCH ECG , adult, pregelled (4/pkg)	75.00	2.00	-0.14	1.86	139.50
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	2.00	24.00	-3.60	20.40	40.80
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	2.00	33.00	-4.95	28.05	56.10
11160-000019	NIBP CUFF BAYONET-REUSEABLE,XL ADULT	2.00	48.00	-7.20	40.80	81.60
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	2.00	1,013.00	-151.95	861.05	1,722.10
11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	2.00	1,013.00	-151.95	861.05	1,722.10
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	54.60	-8.19	46.41	92.82
11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	24.00	19.40	-2.91	16.49	395.76
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	79.20	-11.88	67.32	134.64
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	2.00	309.20	-46.38	262.82	525.64
11577-000011	Mobile Battery Charger - For the LP15	1.00	1,958.30	-373.96	1,584.34	1,584.34
11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	10.00	42.80	-9.03	33.77	337.70
11996-000081	FilterLine Set Adult/Pediatric (box of 25)	2.00	285.60	-42.84	242.76	485.52
11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	2.00	45.90	-10.51	35.39	70.78
11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs, 25/box	2.00	357.00	-46.08	310.92	621.84
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	453.60	-84.18	369.42	2,955.36
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	34,960.00	-4,935.73	30,024.27	60,048.54

Subtotal	USD 71,085.14
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 71,085.14</b>

<b>Pricing Summary Totals</b>	
List Price Total	USD 83,150.70
Total Contract Discounts Amount	USD -12,065.56
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

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CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

---

NAME

---

TITLE

---

DATE

Reference Number BV/99938

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

## **Glenpool Area Emergency Medical Service District**

12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

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**To:** HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS  
**From:** Julie Casteen, District Treasurer  
**Date:** April 26, 2017  
**Subject:** Approval of Purchase Order Receiving Report and Payment Claims as of 4/26/17 totaling \$28,980.12

### **Background:**

A purchase order receiving report and a list of claims to be paid is presented to the Board monthly for approval.

### **Staff Recommendation:**

Staff recommends a motion to accept the PO Receipt Register report dated 4/26/17 and approve the following payments:

PO #	Acct	Description	Vendor	Invoice	Amount
17-06357	31-6-01-6210	April Ambulance Service	Centurion Health Systems	1393	\$12,000.00
17-06343	31-6-01-6225	February City Reimbursement	City of Glenpool	02/28/17	7,935.00
17-06343	31-6-01-6225	March City Reimbursement	City of Glenpool	03/31/17	8,845.00
17-06390	31-6-01-6202	Medical Oxygen	Pace Products of Tulsa	111776	80.12
17-06390	31-6-01-6202	Medical Oxygen	Pace Products of Tulsa	112650	120.00
				<b>Total</b>	<b>\$28,980.12</b>

### **Attachments:**

1. PO Receipt Register dated 4/26/17 totaling \$28,980.12
2. Purchase Order Claims Register dated 4/26/17 totaling \$28,980.12
3. Purchase Orders and Invoices totaling \$28,980.12

4/26/2017 1:08 PM  
SEQUENCE: VENDOR NAME (ALPHA)

P O R E C E I P T R E G I S T E R  
AUDIT REPORT

PAGE: 1  
DETAIL LEVEL: INVOICE

VENDOR	NAME	INVOICE	POST DATE BANK	INVOICE AMOUNT	VENDOR TOTAL
01-001267	CENTURION HEALTH SYSTEMS, DBA				12,000.00
	1393		4/17/2017 31	12,000.00	
01-000507	CITY OF GLENPOOL				16,780.00
	2/28/17		4/26/2017 31	7,935.00	
	3/31/17		4/26/2017 31	8,845.00	
01-000450	PACE PRODUCTS OF TULSA				200.12
	111776		4/26/2017 31	80.12	
	112650		4/26/2017 31	120.00	
**TOTALS**				28,980.12	28,980.12

PURCHASE ORDER CLAIM REGISTER  
SUMMARY REPORT

PURCHASE ORDER	DESCRIPTION	VENDOR #	VENDOR NAME	DATE INVOICE	AMOUNT
DEPARTMENT: 01 - NON-DEPARTMENTAL					
17-06390	MEDICAL OXYGEN FY 16-17	01-000450	PACE PRODUCTS OF TULSA	4/2017 111776	80.12
17-06390	MEDICAL OXYGEN FY 16-17	01-000450	PACE PRODUCTS OF TULSA	4/2017 112650	120.00
17-06343	ADMIN FEE GEMS FY 2016-2	01-000507	CITY OF GLENPOOL	4/2017 2/28/17	7,935.00
17-06343	ADMIN FEE GEMS FY 2016-2	01-000507	CITY OF GLENPOOL	4/2017 3/31/17	8,845.00
17-06357	AMBULANCE EMS SVC FY16-17	01-001267	CENTURION HEALTH SYSTEMS, DBA	4/2017 1393	12,000.00
DEPARTMENT TOTAL:					28,980.12
FUND TOTAL:					28,980.12
GRAND TOTAL:					28,980.12

PERIOD	G/L ACCOUNT	NAME	AMOUNT	FUND TOTAL
4/2017	31-6-01-6202	OPERATING SUPPLIES	200.12	
4/2017	31-6-01-6210	AMBULANCE CONTRACT	12,000.00	
4/2017	31-6-01-6225	FIRST RESPONDER/ADMIN FEES	16,780.00	28,980.12
		GRAND TOTAL:		28,980.12



P U R C H A S E   O R D E R  
CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 17-06357 07/12/2016

ISSUED TO: VEND #: 01-001267  
CENTURION HEALTH SYSTEMS,  
MERCY REGIONAL OKLAHOMA  
9106 N. GARNETT RD.  
OWASSO, OK 74055

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



07/12/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN  
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT  
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF  
SAID APPROPRIATION. 07/12/2016

ENGINEERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	AMBULANCE EMS SVC FY 16-17 AMBULANCE EMS SVC FY16-17		00018474	31 -6-01-6210		0.00	144,000.00 *

1393 - 12,000.00  
April 2017

Partial Payment

12,000.00

\*\* TOTAL \*\*

144,000.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE  
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES  
A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR  
SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO  
ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT.  
ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS  
PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS  
THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE  
VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR  
VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

Mercy Regional Oklahoma

Owasso, OK 74055

Centurion Health Systems

# Invoice

Date	Invoice #
4/14/2017	1393

Bill To
Glenpool City Accounts Payable 12205 S Yukon Ave Glenpool, Ok 74033

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	ALS Ambulance Subsidy for May <i>April 2017</i>  <b>RECEIVED</b> <b>APR 17 2017</b> <b>BY: A/P - FIN: GLENPOOL</b>	12,000.00	12,000.00

		<b>Total</b>	\$12,000.00
Phone #	Fax #		
9186095800	918-609-5799		

## P U R C H A S E   O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-06343

07/12/2016

ISSUED TO:                      VEND #: 01-000507  
CITY OF GLENPOOL  
POOLED CASH ACCT

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



07/12/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN  
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT  
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF  
SAID APPROPRIATION.

07/12/2016

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	ADMIN FEES GEMS FY2016-2017 ADMIN FEED GEMS FY 2016-2017		00018472	31 -6-01-6225		0.00	77,256.00 *

2/28/17 = 7,935.00  
3/31/17 = 8,845.00

Partial Payment 16,780.00

\*\* TOTAL \*\*

77,256.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE  
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES  
A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR  
SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO  
ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT.  
ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS  
PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS  
THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE  
VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR  
VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



# INVOICE

**CITY OF GLENPOOL**  
12205 S. YUKON AVE..  
GLENPOOL, OK 74033  
PHONE (918)322-5409

TREASURER  
GEMS -  
12205 S YUKON AVE  
GLENPOOL OK 74033

**Customer Number:** 01 - 0172  
**Invoice Number:** 03 - 31 - 17  
**Invoice Date:** 4 / 10 / 2017  
**Due Date:** 4 / 30 / 2017  
**P.O. # :**

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT MAR	N/ A	MONTH	N/ A	8,845.00
95 RUNS @91 = 8,645 ADMIN = 200				
*****THANK YOU*****			TOTAL DUE	\$8,845.00

## Julie Casteen

---

**From:** Paul Newton  
**Sent:** Monday, April 03, 2017 1:38 PM  
**To:** Julie Casteen  
**Subject:** March Runs

Julie,

Here are the totals for March.

EMS	95
Fire	47
Total	142

Thanks,

Paul Newton, Fire Chief  
City of Glenpool  
12205 S. Yukon Ave.  
Glenpool, OK 74033

(918) 322-2172



# INVOICE

**CITY OF GLENPOOL**  
12205 S. YUKON AVE..  
GLENPOOL, OK 74033  
PHONE (918)322-5409

TREASURER  
GEMS -  
12205 S YUKON AVE  
GLENPOOL OK 74033

**Customer Number:** 01-0172  
**Invoice Number:** 02-28-17  
**Invoice Date:** 3/28/2017  
**Due Date:** 3/28/2017  
**P.O. # :**

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT FEB	N/ A	MONTH	N/ A	7,935.00
85 EMR RUNS @\$91 = 7,735 ADMIN @ \$200				
*****THANK YOU*****			TOTAL DUE	\$7,935.00



**Julie Casteen**

---

**From:** Paul Newton  
**Sent:** Wednesday, March 08, 2017 2:01 PM  
**To:** Julie Casteen  
**Subject:** Re: February run data

Julie,

Here are the stats for February...

85 - EMS  
38 - Fire  
123 - Total

Thanks,

---

**From:** Julie Casteen  
**Sent:** Wednesday, March 8, 2017 10:05:30 AM  
**To:** Paul Newton  
**Subject:** February run data

Paul, please send me the run stats for February when you have a chance. Thanks,

**Julie Casteen**  
Finance Director  
City of Glenpool  
12205 S Yukon Ave  
Glenpool, OK 74033  
918.209.4628 phone  
918.209.4626 fax

**FY17 GEMS Admin/First Responder Reimbursements**  
**BLANKET PO 17-06343**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total Runs	@ \$91/run
<b>Total Runs</b>	<b>176</b>	<b>142</b>	<b>136</b>	<b>162</b>	<b>142</b>	<b>158</b>	<b>155</b>	<b>123</b>	<b>142</b>	1336	
<b>Fire runs</b>	68	37	46	54	43	66	58	38	47	457	
<b>EMR runs</b>	108	105	90	108	99	92	97	85	95	879	\$ 79,989
<b>EMR Ratio</b>	61%	74%	66%	67%	70%	58%	63%	69%	67%	66%	
<b>Run Rate</b>	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91		
<b>Admin</b>	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,800	\$ 1,800
<b>Overtime</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 10,028</b>	<b>\$ 9,755</b>	<b>\$ 8,390</b>	<b>\$ 10,028</b>	<b>\$ 9,209</b>	<b>\$ 8,572</b>	<b>\$ 9,027</b>	<b>\$ 7,935</b>	<b>\$ 8,845</b>	<b>\$ 81,789</b>	<b>\$ 81,789</b>

(10,028.00) PAID CHECK 1532 9/13/16  
(9,755.00) PAID CHECK 1541 10/4/16  
(8,390.00) PAID CHECK 1542 10/6/16  
(10,028.00) PAID CHECK 1554 12/9/16  
(17,781.00) PAID CHECK 1561 1/5/17  
(9,027.00) PAID CHECK 1575 2/13/17

AMOUNT DUE FEB-MARCH    \$ 16,780.00    Blanket PO 17-06343  
31-6-01-6225

## P U R C H A S E   O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-06390

07/14/2016

ISSUED TO:                      VEND #: 01-000450  
PACE PRODUCTS OF TULSA  
9513 E 55TH ST, STE B  
TULSA, OK 74145

SHIP TO:  
GLENPOOL FIRE DEPT.  
PUBLIC SAFETY BUILDING  
14536 S. ELWOOD AVE  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



07/14/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN  
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT  
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF  
SAID APPROPRIATION.

07/14/2016

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	MEDICAL OXYGEN FY 16-17 BLANKET PO FY 16-17 INC 450.00-700.00 ** OLD MEMO: BLANKET PO FY 16-17 MEDICAL OXYGEN FY 16-17		00018531	31 -6-01-6202		0.00	1,000.00 *

112650 - 120.00  
111776 - 80.12

Partial Payment 200.12

\*\* TOTAL \*\*

1,000.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE  
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES  
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# PACE Products of Tulsa

9513 E. 55th St., Ste., B  
Tulsa, OK 74145  
Phone: (918) 663-0555  
Fax: (918) 665-6434

# Rental Invoice

Invoice No

APR RENT 2017 112650

Date: Apr 6, 2017

Sold To:

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

Ship to:

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

Customer ID: CIT001

PO NUMBER

Due Date: Apr 6, 2017

Shipped Via: U.S. Mail. (With Monthly Statement)

In Possession Of	Discription	Unit Price	Extension
2	THIS IS YOUR YEARLY CYLINDER RENTAL! FOR: 2 ADDITIONAL D SIZE OXY/USP	60.00	120.00

RECEIVED  
APR 25 2017  
BY  
A/P-FIN. GLENPOOL

## THIS IS YOUR CYLINDER RENTAL INVOICE:

Rental is determined by number of cylinders in possession at end of Month.  
Any cylinders over the contracted agreement are billed accordingly.

Received By: \_\_\_\_\_

Cylinders remain the property of Pace Products. Customer owned cylinders on record. Rental Cylinders by Contract. Loaned Cylinders by Contract. Prices reflect the purchase of product only. Terms are noted on invoice. Late Fee's applied to all past due invoices: 18% APR with a \$2 minimum, calculated end of month ending balance. Any credit used must be applied to the same account the credit was issued. Cylinders, safety caps, etc. are the responsibility of the customer while in use. All Pace Products' property must remain at location of delivery. To relocate or report problems contact Pace Products of Tulsa, Inc. at (918) 663-0555.

Subtotal	120.00
Sales Tax	
Invoice Amount	120.00
Payment Received	0.00
Ck #:	_____
<b>TOTAL</b>	<b>120.00</b>

# PACE Products of Tulsa

# Invoice

9513 E. 55th St., Ste., B  
Tulsa, OK 74145  
Phone: (918) 663-0555  
Fax: (918) 665-8434

NO. 111776  
Date: Apr 12, 2017  
PO #

## Sold To:

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL OK 74033

## Ship to:

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL OK 74033

Phone: 918-322-2172

Customer ID: CIT001

Ship Date: Apr 12, 2017

Due Date: Apr 12, 2017

Terms: C.O.D.

Shipped Via: Pace Delivery

Driver:

Time:

Ordered	Returned	Product Description	Unit Price	Extension
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4	(4)	OXYGEN/USP-D10SCF Cylinder Serial No: Lot	15.03	60.12
		No: Psi:		

BV219K-321- NA

1		DELIVERY CHARGE	20.00	20.00
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BV21974-034-

BW031328-337-

P241466-321-

RECEIVED  
APR 25 2017  
BY  
A/P-FIN. GLENPOOL

NORMAL DELIVERY-Please allow 24-72 hours for delivery after placing order. All orders are sent to dispatch immediately after called in. Occasionally you may receive an order on the same day. See same day emergency service for guaranteed delivery. Please call early to avoid service disruption and outages.

SAME DAY/EMERGENCY SERVICE-Delivery guaranteed for same day delivery.  
\$25.00 Hotshot Fee + Delivery. Some restrictions apply. After Hours Fee  
\$50.00 + Delivery.

Subtotal 80.12

Sales Tax

Invoice Amount 80.12

Payment Received 0.00

Ck #:

TOTAL 80.12

Received By:

*[Signature]*

Cylinders remain the property of Pace Products. Customer owned cylinders on record. Rental Cylinders by Contract. Loaned Cylinders by Contract. Prices reflect the purchase of product only. Terms are noted on invoice. Finance charges applied to all past due invoices. 18% APR with a \$2 minimum, calculated end of month ending balance. Any credit used must be applied to the same account the credit was issued. Cylinders, safety caps, etc. are the responsibility of the customer while in use. All Pace Products property must remain at location of delivery. To relocate or report problems contact Pace Products of Tulsa, Inc. at (918) 663-0555.

**NOTICE: Please pay from Invoice. Statements will only be mailed upon request, with Rental Invoice or Maintenance Invoice, or when account becomes delinquent.**

# Your Monthly Statement

NDI DBA PACE PRODUCTS OF TULSA  
9513 E. 55th St. Ste. B  
Tulsa, OK 74145

918-663-0555

from

**Pace Products**

**Serving Tulsa Since 1988**

Statement Date:  
Apr 12, 2017

**Account Of:** CIT001

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

**Shipped To:**

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

Thanks for your business. To report problems, 663-0555

Date	Date Due	Reference	Paid	Description	Amount	Balance
4/6/17	4/6/17	APR RENT 2017 112650			120.00	120.00
4/12/17	4/12/17	111776			80.12	200.12

RECEIVED  
APR 25 2017  
BY  
A/P-FIN. GLENPOOL

NOTICE: PACE PRODUCTS can now accept MASTERCARD and VISA.  
Please call 918-663-0555 for those transactions.

**Total 200.12**

0 - 30	31 - 60	61 - 90	Over 90 days
200.12	0.00	0.00	0.00



## **Glenpool Area Emergency Medical Service District**

12205 South Yukon Avenue  
Glenpool, Oklahoma 74033

---

**To:** HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS  
**From:** Julie Casteen, District Treasurer  
**Date:** April 26, 2017  
**Subject:** FY-2017 Estimate of Needs Engagement Letter

### **Background:**

Pursuant to 68 O.S. §3002, the Glenpool Area Emergency Medical Service District (GEMS) is required to prepare an annual Estimate of Needs and submit it to the Tulsa County Excise Board by August 17 each year. This Estimate of Needs must be prepared on forms prescribed by the Oklahoma State Auditor and Inspector, and requires an independent Accountant's review.

### **Staff Recommendation:**

Staff recommends a motion to accept the FY-2017 Estimate of Needs engagement letter from Arledge & Associates, and direct the Chairman to sign the letter on behalf of the Board, and the District Treasurer to sign the letter on behalf of Management.

### **Attachments:**

1. FY-2017 Estimate of Needs Engagement Letter



## FY-2017 ESTIMATE OF NEEDS

April 14, 2017

To the Honorable Board of Trustees  
Glenpool Area Emergency Medical Service District  
Tulsa County, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the Glenpool Area Emergency Medical Service District of Tulsa County, Oklahoma for the year ended June 30, 2017.

We will prepare the sinking fund financial schedules of the Glenpool Area Emergency Medical Service District of Tulsa County, Oklahoma as of and for the year ended June 30, 2017 and the estimate of needs for the fiscal year ending June 30, 2018, and perform a compilation engagement with respect to those schedules.

### **Our Responsibilities**

The objective of our engagement is to:

- 1) Prepare financial statements in accordance with the format prescribed by the Oklahoma State Auditor and Inspector (SA&I), pursuant to 68 O.S. §300.B and as promulgated by 68 O.S. §3009-3011, based on information provided by you and in accordance with the modified cash basis of accounting, and
- 2) Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the format prescribed by the SA&I, pursuant to 68 O.S. §300.B and as promulgated by 68 O.S. §3009-301, and the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare sinking fund schedules and Estimate of Needs in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma in accordance with the modified cash basis of accounting and assist you in the presentation of the schedules in accordance with the requirements of the SA&I of the State of Oklahoma and modified cash basis.



You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of the format prescribed by SA&I and the modified cash basis as the financial reporting framework to be applied in the preparation of the schedules.
- 2) The preparation and fair presentation of the financial schedules in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and the modified cash basis.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial schedules.
- 4) The prevention and detection of fraud.
- 5) To ensure that the City complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - additional information that we may request from you for the purpose of the compilation engagement.
  - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the sinking fund schedules and estimate of needs and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them. If, for any reason, we are unable to complete the compilation of your schedules, we will not issue a report on such schedules as a result of this engagement.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the format prescribed by the Office of the SA&I of the State of Oklahoma and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing the schedules that indicates we have performed a compilation engagement on such schedules and, prior to inclusion to the report, to ask our permission to do so.

### **Other Relevant Information**

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Arledge & Associates, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are included in the FY-2017 Audit Engagement Letter, dated April 14, 2017.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Arledge & Associates, P.C.*

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_