

NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, October 6, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd 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 - Mayor Ceesay
- B) Roll call, declaration of quorum – Susan White, City Clerk; Mayor Ceesay
- C) Invocation – Rev. Jason Yarbrough, First Baptist Church
- D) Pledge of Allegiance – Mayor Ceesay
- E) Award Presentation – Momodou Ceesay, Mayor
Recognition of Fire Captain James W. Chaney for 22 years of service to the Citizens of Glenpool
- F) Other Public Comments
- G) Community Development Report – Lynn Burrow, Community Development Director
- H) City Manager Report – Roger Kolman, City Manager
- I) Mayor Report – Momodou Ceesay, Mayor
- J) Scheduled Business
 - 1) Discussion and possible action to approve minutes from September 15, 2014 meeting.
 - 2) Discussion of the Glenpool Zoning Code as it pertains to Real Estate Signs.
(Rick Malone, City Planner)
 - 3) Discussion and possible action to approve Resolution 14-10-01, a Resolution adopting the Section 125 Flexible Benefit Plan document and authorizing Mayor to execute documents.
(Debbie Pengelly, Human Resource Director)
 - 4) Discussion and possible action to appoint a “VISION 2025” Ad hoc Committee consisting of two Council members and one citizen, whom shall be recommended by Mayor Ceesay, for the purpose of reviewing and recommending projects for funding by the Tulsa County Vision Authority.
(Roger Kolman, City Manager)

- 5) Discussion and possible to suspend City Council meeting and convene into GUSA Regular meeting.
(Momodou Ceesay, Mayor)
- 6) Possible action to reconvene in Regular Session.
(Momodou Ceesay, Mayor)
- 7) Discussion and possible action to enter into Executive Session
(Momodou Ceesay, Mayor)
- 8) Executive Session for the purpose of discussing confidential communications from the City and Trust Authority Attorney concerning a pending investigation, Claim, or action as to which the City and the Glenpool Utility Services Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct the pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), to wit, a status report on the course of pending litigation in U.S. District Court Case No. 11-cv-441, Creek County Rural Water District #2 vs City of Glenpool and Glenpool Utility Services Authority.
(Lowell Peterson, City Attorney)
- 9) Possible action to reconvene in Regular Session.
(Momodou Ceesay, Mayor)

K) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2014 at _____am/pm.

Signed: _____
City Clerk



Community Development Director's Report

September 30, 2014

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors and Board Members,

The following report highlights and summarizes the various activities that are currently being addressed and processed by the Community Development Department as related to major public and private improvement and construction projects:

City/Public Related Projects:

Signalization Project – 121st Street & US Highway No.75:

- Traffic Engineering Consultants, LLC has been retained by the City to investigate the existing signalization on 121st Street and design a third signal on the east side of US Highway 75 to be located such that the north bound on and off ramps become signalized and synchronized with the existing signals west of the highway on 121st Street.
- Traffic Engineering indicates that the preliminary design and construction document production is approximately fifty percent (50%) complete at this time.
- The engineering consultant estimates that full complete of the preliminary design documents will be fully complete by approximately November 1st and will be issued to City Staff and ODOT for review and comment at that time.
- The engineering consultant is predicting final approval of the design and construction plans and specifications sometime prior to January 1st, 2015.
- Upon approval by ODOT, the State will provide a final estimate of actual construction costs involved with the installation of these improvements based on the approved construction documents and other similar projects. At that point in the project, ODOT will issue an invoice to the City for an amount equal to the 25% cost sharing agreed to by City resolution earlier this year.

- Upon payment of the 25% share of estimated cost, ODOT will place the project out to public bid, receive bids, and award the project to the successful Bidder.
- Actual construction is estimated to take approximately ninety days to fully complete and become operational.
- Full project completion is estimated to be on or before May 1st 2015.

Longhorn Sewage Liftstation Rehabilitation Project:

- Construction bids were taken August 29th with Ron Welcher Construction being the successful Bidder having a total bid cost of \$213,747.00
- The Board approved the award of contract to Ron Welcher Construction at the September 15th GUSA.
- The contract for this work has been finalized and executed by the City as well as by the Contractor.
- The Notice to Proceed was issued to the Contractor on October 1st.
- The Contractor is estimating a minimum of 120 days for delivery of pumps and motors in order to fully complete the project.
- Project completion is therefore projected to be on or before January 30, 2015.

Private Development and/or Building Projects:

Grandview Heights Apartments: MonTapp Addition

- At this time all 38 building permits covering the main building structures involved with the project have been issued.
- All internal utility infrastructure construction has been completed and inspected throughout the project
- All building foundations and slabs have been completed within the project.
- The General Contractor is estimating that the parking lot and drives will be paved with a base course of asphalt surfacing in the south one half of the project by October 15th.
- Upon completion of the paving base course in the south half of the project, actual building framing and construction will commence on that portion of the project.
- The paving base course will also start in the north portion of the project with completion projected to be December 1st.
- Upon completion of the northern paving base course, building framing will begin in the north one half of the project as well.
- At this time the Developer and General Contractor has not predicted a project completion date.

Mansfield Lane Residential Subdivision:

- This project is located on the east side of Elwood Avenue at 147th Street, abuts the south boundary of Glen Village, and consists of 88 single family residential lots.
- At this time, the projects public infrastructure improvements are fully complete and have been accepted by the City regarding ownership and maintenance.
- Currently, the Developer is finalizing the installation of the private improvements proposed and approved by the City under the provisions of the Planned Unit Development covering the project. Those improvements include: certain walking trails, subdivision entry walls and fencing, landscape planting, and sod and seeding for permanent erosion control and re-vegetation throughout the project.
- At this time, no building permits have been applied for or issued for home construction within this development.
- The Developer is estimating building construction will commence sometime in October - starting with several model homes to be built by Home Creations building company.

Glen Abby Addition: Phase II

- This project is located immediately west and adjacent to the Phase I subdivision.
- The Phase II plat contains 91 single family lots.
- At this time, the projects public infrastructure improvements are fully complete and have been accepted by the City regarding ownership and maintenance.
- Currently, the Developer is finalizing the installation of the private improvements proposed and approved by the City under the provisions of the Planned Unit Development covering the project. Those improvements include: certain walking trails within the development making a connection to the South Tulsa Community Center adjacent to the project, common area landscape planting, and sod and seeding for permanent erosion control and re-vegetation throughout the project.
- At this time, no building permits have been issued for home construction within this development until such time as all Planned Unit Development related improvements have been fully completed.
- The City has received and processed six building permit applications and is waiting on full development completion prior to issuing these initial building permits to start home construction within this project.
- The Developer is estimating all development related improvements to be fully completed within the project thus allowing building construction to commence on or before October 15th.
-

Elwood Corner Commercial Center:

- This project is located at the northwest corner of 141st Street and Elwood Avenue and features an 11,300 s.f. multi-tenant single story building with associated parking, drives, and various other site related improvements.

- The building was issued for this project and construction started in August and is currently in the steel frame phase of the work.
- Site related improvement construction has commenced and will progress parallel with the completion of the building structure.
- At this time, the Developer has not indicated an anticipated completion date for the project.
-

Starbucks:

- This project is located on a commercial lot in Southwest Crossroads Addition fronting on Vancouver Ave. immediately across from Heritage National Bank.
- The project consists of the construction of a single story commercial building having approximately 1950 s.f. of gross floor area along with supporting parking and drives featuring a drive-thru and order pick-up lane similar to several other Starbucks facilities in the Tulsa metro area.
- All Planning and Zoning related approvals have been obtained and the corresponding building permit has been issued accordingly.
- The site and building construction is in the early grading and foundation stage with completion of the building shell projected within 90 days.
- At this time, the developer has not indicated a tentative full completion date for the project.

Texon Industrial Facility:

- This project is located on an Industrial Zoned 15.19 acre parcel at the northeast corner of 131st Street and US Highway 75.
- The project consists of numerous site improvements related to the construction and operation of a trucking terminal as an integrated part of a butane petroleum blending operation associated with other existing facilities within the adjacent petroleum 'tank farm' facility owned and operated by Explorer/Midstream pipeline company.
- Generally, site improvements consist of a highly secured truck off-loading terminal and numerous large above grade storage tanks on the south one half of the overall tract being developed.
- Public improvements being designed to support the project include waterline extensions for internal fire protection and the reconstruction of 131st Street paving and drainage along the south boundary of the project tract.
- The final subdivision plat covering the project site is currently being processed by City Planning Staff and the City Planning Commission.
- Various site plan and both public and private site related improvement construction plans are currently being processed and reviewed by City Staff.

Glenpool Residential and Commercial Building Permit Statistics thru September:

- New residential Permits Issued in September: 12 Total
- New Commercial Permits Issued in September: 0
- Current Active Residential Permits: 38 Total
- Current Active Commercial Permits: 7 Total
- 2013 Residential Permits Issued thru September: 66 Total
- 2014 Residential Permits issued thru September: 73 Total
- 2013 Commercial Permits Issued thru September: 8 Total
- 2014 Commercial Permits Issued thru September: 9 Total





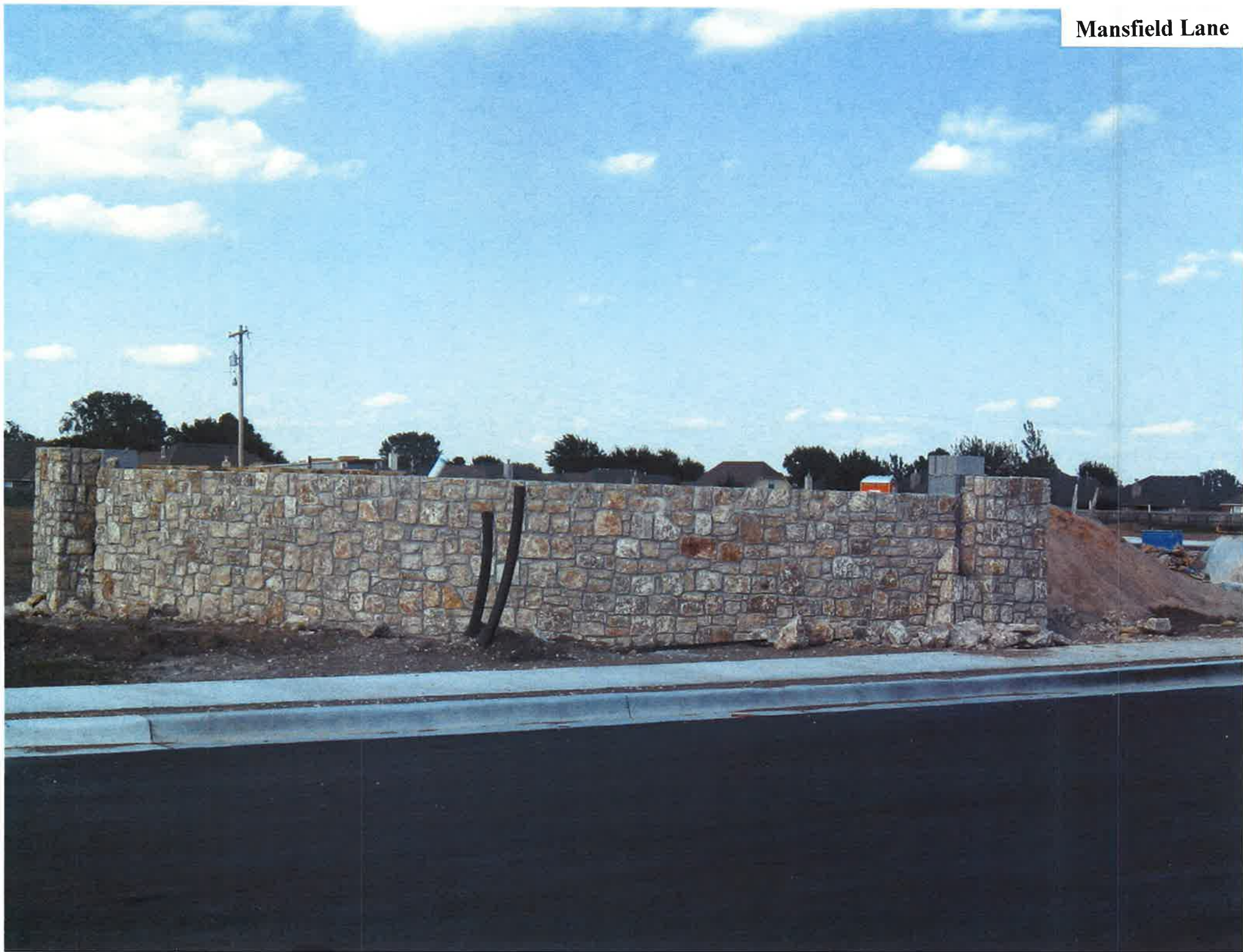


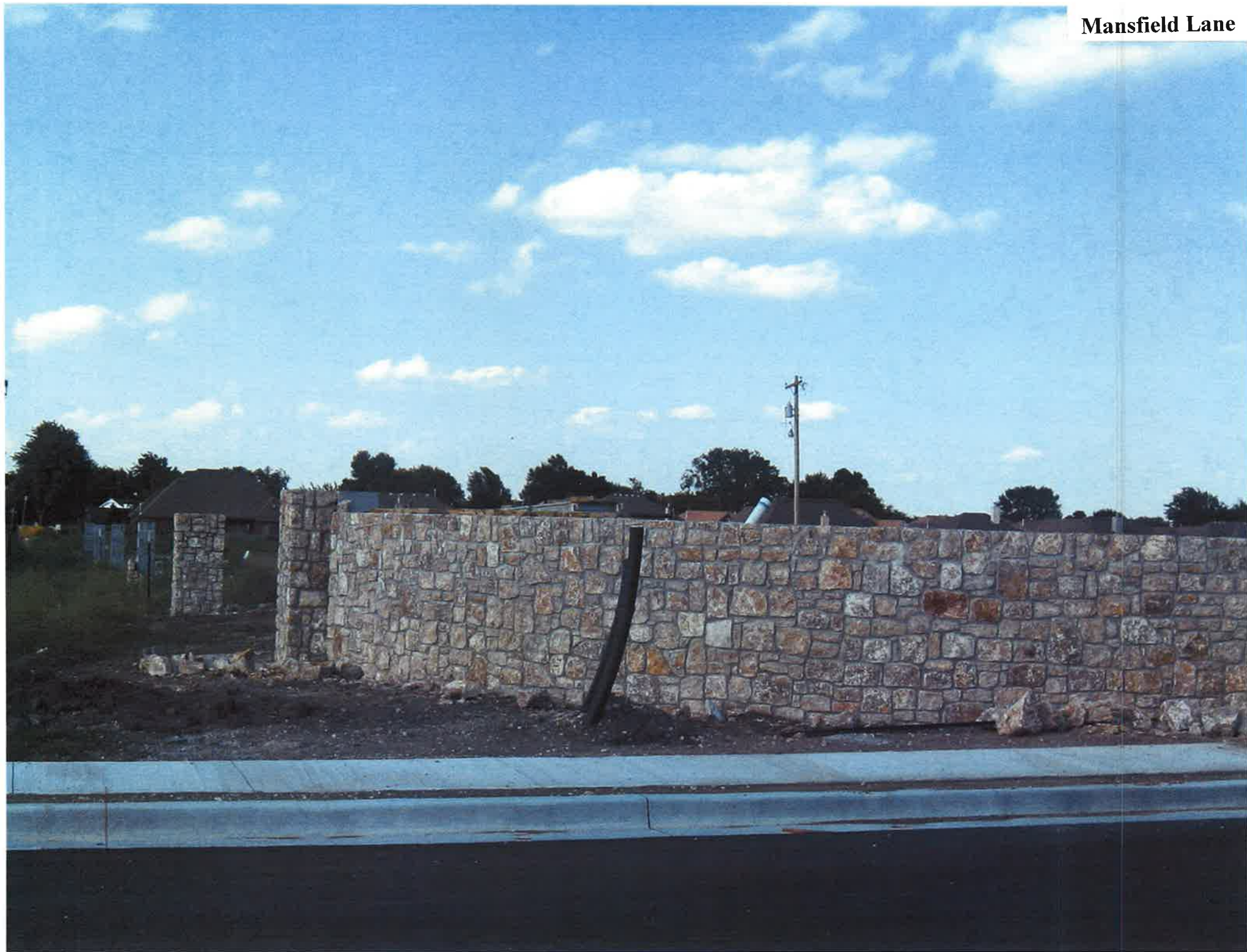




















































Starbucks









MINUTES

CITY COUNCIL MEETING

September 15, 2014

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Momodou Ceesay, Mayor; Alyce Korb, Vice-Mayor; Tim Fox, Councilor; Patricia Agee, Councilor and Jennifer Ballew, Councilor.

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

A. Mayor Ceesay called the meeting to order at 6:00 p.m.

B. Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.

C. Pastor Joe Jones of The Landing Community Church gave the Invocation.

D. Momodou Ceesay, Mayor led the Pledge of Allegiance.

E. Other Public Comments

- Karen Provenzano a Glenpool resident complained to the Council that she is experiencing a noise nuisance from her neighbors. She declared that she tried to reason with the neighbors but they have ignored her requests. City Manager Kolman shared his business card with her and offered his assistance.

F. City Manager Report
(Roger Kolman, City Manager)

- Mr. Kolman announced the Chamber is currently looking for a new president and encouraged all qualified candidates to visit the Chamber of Commerce website to apply.
- Mr. Kolman reminded Council that their packets contained a new report from the Treasurer, entitled Performance at a Glance. The report contains current fiscal data represented in graphs and charts.

G. Mayor Report
(Momodou Ceesay, Mayor)

- Mayor Ceesay announced that the high school football homecoming is this weekend and encouraged everyone to get out and root for the home team.
- Mayor Ceesay thanked Vice Mayor Korb and City Manager Roger Kolman for attending the I-244 bridge opening ceremony in Tulsa.
- Council Member Fox relayed a question to Mr. Kolman on behalf of a constituent concerning the status of the sidewalk grant. Mr. Kolman referred the question to Rick Malone, City Planner. Mr. Malone advised that Oklahoma Department of Transportation (ODOT) is assembling the procedures and he expects a meeting with ODOT next week.
- Council Member Fox asked Mr. Kolman how many days he and Mayor Ceesay planned to spend at the ICSC conference in Dallas November 12-14. Mr. Kolman replied that they would be spending one day at the conference. Mr. Fox opined that the conference is a good networking opportunity and he suggested they consider spending additional time there.

Mayor Ceesay declared a change to the order of Scheduled Business to discuss Item 3 first, then return to the original order.

H. Scheduled Business

3. Discussion and possible action to approve Specific Use Permit #2014-01, Wachob Oil & Gas, LLC to allow oil well drilling on property located north of the NE corner of 33rd West Ave. and 126th Street.

(Rick Malone, City Planner)

The Planning Commission voted 4-0 to recommend approval of this request to the City Council in order to allow Use Unit #27 Oil Well Drilling on said property. The only condition of approval imposed by the Planning Commission was that the nomenclature for the permit omit any reference to gas or cleaning operations. Staff has determined the impact to the surrounding properties to be minimal. Staff recommended approval subject to the same condition stated by the Planning Commission.

MOTION: Vice Mayor Korb moved, second by Councilor Agee to approve Specific Use Permit #2014-01 to allow oil well drilling on subject property and that the nomenclature for the permit omit any reference to gas or cleaning operations.

FOR: Councilor Fox; Councilor Agee; Councilor Ballew; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

Council returned to scheduled Order of Business.

1. Discussion and possible action to approve minutes from September 2, 2014 meeting.

Motion: Councilor Agee moved, second by Councilor Ballew to approve minutes as presented.

FOR: Councilor Agee; Councilor Ballew; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

2. Discussion and possible action to approve the contract between Tulsa County and the City of Glenpool to receive CDBG funding in the amount of \$43,915.00 from the 2014 Tulsa County Urban County Community Development Block Grant Program for the purchase of a 2014 Starcraft Allstar 22' 14 Passenger ADA Shuttle Bus; to authorize the expenditure of \$6,000 in local matching funds; and to authorize the Mayor to sign the contract and all related documents, for submittal to Tulsa County.

(Rick Malone, City Planner)

Mr. Malone recommended the City Council approve the contract with Tulsa County and authorize the mayor to sign it and the sales order form from Creative Bus Sales thereby authorizing expenditure of funds for the stated purpose. Additionally Mr. Malone advised that funding for this purchase will come from the Capital Fund budget 03-6-01-6350.

MOTION: Councilor Fox moved, second by Vice Mayor Korb to approve CDBG grant funds contract in the amount of \$43,915.00; authorize the \$6,000.00 local matching funds expenditure; and authorize the Mayor to execute all necessary documents for the procurement of the bus.

FOR: Councilor Ballew; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

4. Discussion and possible action to approve acceptance for ownership and maintenance of public improvements of “Glenn Abbey II” addition.

(Lynn Burrow, Community Development Director)

Mr. Lynn Burrow, Community Development Director requested Council approval to accept ownership and maintenance of Glenn Abbey II public improvements, and release final subdivision plat.

Ms. Debra Cutsor, member of the Glenn Abbey HOA addressed the Council and raised a concern about incomplete improvements which are represented in PUD #28.

MOTION: Vice-Mayor Korb moved, second by Councilor Fox to approve acceptance for ownership and maintenance of public improvements; authorize release of final subdivision plat and withhold building permits until requirements of PUD #28 are completed.

FOR: Councilor Fox; Councilor Agee; Councilor Ballew; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

5. Discussion and possible action to accept General Utility Easement dedication from Monument Trading Company LLC and authorizing the City Manager to execute all related documents.

(Lynn Burrow, Community Development Director)

Mr. Burrow reviewed the General Utility Easement for technical merit and recommended Council approval and acceptance of Monument Trading Company LLC general utility easement dedication.

MOTION: Councilor Agee moved, second by Vice-Mayor Korb to accept General Utility Easement dedication as presented.

FOR: Councilor Agee; Councilor Ballew; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

6. Discussion and possible action to enter into Executive Session.

(Momodou Ceesay, Mayor)

MOTION: Councilor Ballew moved, second by Councilor Agee to enter into Executive Session at 6:50 pm.

FOR: Councilor Ballew; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

7. Executive Session for the purpose of discussing confidential communications from the City and Trust Authority Attorney concerning a pending investigation, claim, or action as to which the City and the Glenpool Utility Services Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct the pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), to wit, a status report on the course of pending litigation in U.S District Court Case No. 11-cv-441, Creek County Rural Water District #2 vs City of Glenpool and Glenpool Utility Services Authority.

(Lowell Peterson, City Attorney)

8. Possible action to reconvene in Regular Session.

(Momodou Ceesay, Mayor)

MOTION: Councilor Agee moved, second by Councilor Fox to reconvene into Regular Session at 7:32 pm.

FOR: Councilor Fox; Councilor Agee; Councilor Ballew; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

I. Adjournment

Meeting was adjourned at 7:33 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: October 6th, 2014
Subject: Discussion of the Glenpool Zoning Code as it relates to Real Estate Signs

Background:

During the August 13th 2014 Glenpool Chamber luncheon there was a discussion pertaining to real estate signs and what kind of signage is allowable per the Glenpool Zoning Code. (an excerpt of the code is below)

DEVELOPER SIGNAGE:

During the period of development construction, a temporary sign advertising the construction and sale of improvements on the premises may be erected on each perimeter street frontage of the development. The sign shall not exceed one-half ($\frac{1}{2}$) square foot per each linear foot of arterial street frontage. Such temporary construction sign shall not exceed thirty two (32) square feet in surface area nor eight feet (8') in height, and illumination, if any, shall be by constant light. All such signs must be removed prior to building permits being issued on more than seventy five percent (75%) of the lots in the subdivision;

OFF SITE TEMPORARY RESIDENTIAL SUBDIVISION BANNER SIGN:

- The sign is allowed at the entrance into residential subdivision only.
- The sign must be secured inside of PVC pipe or metal frame.
- The sign must be stretched tightly inside the frame.
- The sign height shall be four feet (4') maximum.
- The maximum display area shall be thirty two (32) square feet.
- A site plan must be submitted with the sign permit showing the proposed location of the sign.
- A permit fee is required, (\$50.00 per fee schedule)
- The time frame is thirty (30) days, renewable.
- Signs will be allowed on private property and city rights of way.
- Signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, State Highway 67) or access roads.
- A fine of twenty five dollars (\$25.00) per day, per sign shall be imposed if the sign is not removed or if the permit is not renewed in thirty (30) days.



INDIVIDUAL HOME SALES:

A temporary real estate sign advertising the sale, rental or lease of the premises may be erected on each street frontage of a lot. The sign shall not exceed eight (8) square feet in surface area nor five feet (5) feet in height, and illumination, if any, shall be by constant light in an RM or RD district. In an RS or RE district, the sign shall not exceed two (2) square feet in surface area nor more than four feet (4') in height and shall not be illuminated in any way. (Ord. 665, 9-17-2012)

OFF SITE TEMPORARY DIRECTIONAL SIGNS (REAL ESTATE "OPEN HOUSE"):

- A sign permit is required.
- A plan must be submitted with the sign permit showing the proposed location of signs.
- The hours the signs may be posted are four o'clock (4:00) P.M. Thursday until eight o'clock (8:00) P.M. the immediately following Sunday.
- Three (3) signs are allowed per permit.
- The sign display area maximum size equals four (4) square feet per side.
- No paper, cardboard or homemade signs are allowed.
- The permit duration is thirty (30) days, renewable.
- A permit fee is required.(\$25.00 per fee schedule)
- Signs will be allowed on private property and city rights of way.
- Signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, State Highway 67) or access roads.
- A fine of twenty five dollars (\$25.00) per sign, per day shall be imposed if the signs are not removed by Sunday evening.

Staff Recommendation to consider:

We can sell a yearly sign permit for \$100.00 (instead of the \$25.00 fee per each 30 day permit) which would allow realtors to put up directional signs for open houses at the entrance of up to two different subdivisions from four o'clock (4:00) P.M. Thursday until eight o'clock (8:00) P.M. the immediately following Sunday. If the signs are not removed by Monday morning, their sign will be removed and a fine and ticket will be issued.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Debbie Pengelly, HR Director
Date: October 6, 2014
Subject: Section 125 Flexible Benefit Plan

Background:

Enclosed is the adopting resolution of the Section 125 Flexible Spending Account, FSA and Dependent Care Flexible Spending Account of the City Cafeteria Plan. Regular full-time employees may participate in the Flexible Benefit Plan, which corresponds to Section 125 of the IRS Code. The plan allows employees to set aside pre-tax dollars to pay for medical, dental, vision and health related expenses, which are not reimbursed by an insurance plan. Employees may also elect to contribute to a dependent care reimbursement account through voluntary payroll deductions. Dependent Care Reimbursement allows employees to set aside pre-tax dollars for reimbursements used to pay for dependent care while at work to pay for the cost of Day Care Centers, Summer Day Camps and Senior Centers.

FSA plans are regulated by the IRS and the Department of Treasury and are considered a group health plan. As a result, they are subject to specific rules to ensure that the plan meets regulatory standards. In order to have a valid Section 125 Plan, the IRS says you must have a written plan document, a summary plan description (SPD). This document governs the terms and conditions of the plan. The plan document should be updated or amended to remain in compliance with guidelines set forth by the IRS and DOL, thereby avoiding large penalties from both the Internal Revenue Service and the Department of Labor.

Other than keeping the plan updated for changes in the law, it is also important to perform ongoing administrative procedures to maintain compliance. These administrative services had previously been provided to us by AmeriFlex Business Solutions at an average monthly fee of \$175.00. As part of our medical coverage Services Agreement with United Healthcare, effective 07/01/14, these services are now being provided at no additional cost to the City.

Staff Recommendation:

Staff recommends: 1) Council approval of the Resolution and City of Glenpool Amended Plan Document; 2) Authorize the Mayor to execute documents.

Attachments:

- Resolution No. 14-10-01
- City of Glenpool Amended Plan Document 2014_V01

ADOPTING RESOLUTION

RESOLUTION NO. 14-10-01

The undersigned authorized representative of City of Glenpool (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on October 6, 2014, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective July 01, 2014, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Glenpool Flexible Benefit Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: October 6, 2014

Signed: _____

MOMODOU CEESAY, MAYOR
[print name/title]

ATTEST:

SUSAN WHITE, CITY CLERK

CITY OF GLENPOOL FLEXIBLE BENEFIT PLAN

The Employer recognizes that the Plan Document is an important legal document and this document has been prepared based on UnitedHealthcare's understanding of the Employer's desired provisions. It may not conform to the Employer's situation and the Employer should consult with its attorney on the legal and tax implications of the Plan. The Employer is responsible for reviewing all legal documents and ensuring that the documents are compliant with applicable law and consistent with the goals of the benefit plan. UnitedHealthcare is not engaged in the practice of law or giving tax advice and cannot be responsible for the legal and tax aspects of the Plan nor its appropriateness for the Employer's situation.

ADOPTION INFORMATION

PLAN TYPE: Section 125 Flexible Benefit Plan

EMPLOYER, ADMINISTRATOR AND PLAN SPONSOR: City of Glenpool
12205 South Yukon Avenue
Sapulpa, OK 74066

EMPLOYEE CLASSIFICATION: Full-time employees working a minimum of 30 hours per week.

NEW HIRE ELIGIBILITY: First of the month following 30 days of employment.

PLAN NUMBER: 501

ORIGINAL EFFECTIVE DATE: June 1, 2009

PLAN YEAR: July 1 – June 30

GRACE PERIOD: Participants have an additional 2½ months to *incur* expenses after the last day of the Plan Year.

PLAN SERVICE PROVIDER: UnitedHealthcare Benefit Services
P.O. Box 1747
Brookfield, WI 53008-1747
1-800-318-5311
www.uhcservices.com

PLAN YEAR MAXIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION: \$2500 (with future increases after December 31, 2014 to allow for inflation)

PLAN YEAR MAXIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION: \$5000
Refer to the Dependent Care section for additional information.

CLAIMS PROCESSING SCHEDULE: Every Thursday – (all mailed or faxed claims must be received at least five (5) business days prior to this day).

WHEN MUST CLAIMS BE RECEIVED BY UNITEDHEALTHCARE BENEFIT SERVICES AFTER THE END OF THE GRACE PERIOD: Claims for expenses incurred in the prior Plan Year and during the grace period must be **received no later than October 31st**.

TERMINATION GUIDELINES:

HEALTH FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: For a medical expense to be eligible, it **MUST** be INCURRED prior to the employee's last day of employment.

NUMBER OF DAYS TO SUBMIT CLAIMS AFTER LAST DAY OF EMPLOYMENT: 45 days

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

NUMBER OF DAYS TO INCUR CLAIMS: The terminated employee has the remainder of the Plan Year to incur eligible dependent care expenses.

WHEN MUST CLAIMS BE RECEIVED BY UNITEDHEALTHCARE BENEFIT SERVICES AFTER LAST DAY OF EMPLOYMENT: Claims for expenses incurred in the prior Plan Year must be **received no later than October 31st**.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPATION

2.1	ELIGIBILITY	2
2.2	EFFECTIVE DATE OF PARTICIPATION	2
2.3	APPLICATION TO PARTICIPATE.....	2
2.4	TERMINATION OF PARTICIPATION.....	3
2.5	TERMINATION OF EMPLOYMENT	3
2.6	DEATH	3

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1	SALARY REDIRECTION.....	3
3.2	APPLICATION OF CONTRIBUTIONS	4
3.3	PERIODIC CONTRIBUTIONS.....	4

ARTICLE IV BENEFITS

4.1	BENEFIT OPTIONS	4
4.2	HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT	4
4.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT	4
4.4	PREMIUM EXPENSE ACCOUNT BENEFIT	4
4.5	NONDISCRIMINATION REQUIREMENTS	4

ARTICLE V PARTICIPANT ELECTIONS

5.1	INITIAL ELECTIONS	5
5.2	SUBSEQUENT ANNUAL ELECTIONS	5
5.3	FAILURE TO ELECT	5
5.4	CHANGE IN STATUS	5

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN	7
6.2	DEFINITIONS.....	7
6.3	FORFEITURES	7
6.4	LIMITATION ON ALLOCATIONS	7
6.5	NONDISCRIMINATION REQUIREMENTS	8
6.6	COORDINATION WITH CAFETERIA PLAN	8
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS	8
6.8	DEBIT AND CREDIT CARDS.....	8

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1	ESTABLISHMENT OF ACCOUNT	9
7.2	DEFINITIONS.....	9

7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	10
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	10
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	10
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT	10
7.7	ANNUAL STATEMENT OF BENEFITS	10
7.8	FORFEITURES	10
7.9	LIMITATION ON PAYMENTS	11
7.10	NONDISCRIMINATION REQUIREMENTS	11
7.11	COORDINATION WITH CAFETERIA PLAN	11
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS	11
7.13	DEBIT AND CREDIT CARDS.....	12

ARTICLE VIII BENEFITS AND RIGHTS

8.1	CLAIM FOR BENEFITS	12
8.2	APPLICATION OF BENEFIT PLAN SURPLUS	13

ARTICLE IX ADMINISTRATION

9.1	PLAN ADMINISTRATION.....	13
9.2	EXAMINATION OF RECORDS	14
9.3	PAYMENT OF EXPENSES	14
9.4	INSURANCE CONTROL CLAUSE.....	14
9.5	INDEMNIFICATION OF ADMINISTRATOR	14

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1	AMENDMENT	15
10.2	TERMINATION.....	15

ARTICLE XI MISCELLANEOUS

11.1	PLAN INTERPRETATION	15
11.2	GENDER AND NUMBER	15
11.3	WRITTEN DOCUMENT	15
11.4	EXCLUSIVE BENEFIT	15
11.5	PARTICIPANT'S RIGHTS	15
11.6	ACTION BY THE EMPLOYER	15
11.7	EMPLOYER'S PROTECTIVE CLAUSES	15
11.8	NO GUARANTEE OF TAX CONSEQUENCES	16
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	16
11.10	FUNDING	16
11.11	GOVERNING LAW	16
11.12	SEVERABILITY	16
11.13	CAPTIONS	16
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	16
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	16

11.16	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)	16
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS.....	16
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS.....	18
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT	18
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)	18
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT	18
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT	18

CITY OF GLENPOOL FLEXIBLE BENEFIT PLAN

INTRODUCTION

The Employer has amended this Plan effective July 01, 2014. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on June 01, 2009. The Plan shall be known as City of Glenpool Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means June 01, 2009.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Glenpool and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning July 01 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions defined in the Adoption Information (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

2.1. An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the end of the Plan Year in which termination occurred and submitted within the timeframe listed in the Adoption Information, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 45 days after termination.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's Spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a Spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Premium Expense Account

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 PREMIUM EXPENSE ACCOUNT BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit. These policies can include any qualified Employer sponsored health, dental, vision, employee-only group term life (up to \$50,000 death benefit), disability, accident, cancer and intensive care insurance plans.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual

becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(f) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(g) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(h) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500. Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2).

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the \$2,500 limit applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. The application for payment or reimbursement shall be made to the Administrator or Plan Service Provider on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within the number of days listed in the Adoption Information after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already

been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued periodically provided the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period

for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that

- (i) he or she is incapacitated, or
- (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) **Claims for reimbursement.** If a Participant fails to submit a claim within the number of days listed in the Adoption Information, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued periodically provided the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator or Plan Service Provider. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 45 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 45 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those

claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI
MISCELLANEOUS**

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Oklahoma.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Glenpool

By _____
EMPLOYER



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: October 6, 2014
Subject: Vision 2025 Funding

Background:

The City of Glenpool is one of the beneficiaries of the Vision 2025 Trust created for and on behalf of the voters of Tulsa County in September of 2003. That electoral process resulted in the creation of the Tulsa County Vision Authority ('Authority') and authorized Tulsa County to impose a .6 cent sales tax to fund projects in three broad categories: capital projects promoting economic development related to American Airlines; capital projects in support of economic development for education, health care and events facilities; and capital projects in support of community enrichment. At the time of the election, Tulsa County committed to using excess funds raised by the voter approved tax to help the cities/towns outside of Tulsa to complete projects that fell within the categories approved by the voters.

On September 29, 2014, at the first meeting of the Authority held since 2006, the members of the board of trustees announced the allocation methodology and process for accepting applications from the cities/towns. The projected \$45,500,000 surplus from the voter approved tax is to be allocated to the cities/towns on a per capita basis using the U.S. Census Bureau's 2013 population estimates. Currently, Glenpool's share of the excess funding is estimated to be approximately \$2.7 million, which can be utilized within the categories discussed above.

The Authority, which is empowered to determine which projects are funded, will begin accepting applications for projects immediately, with an eye toward a deadline of December 1st for the first round of funding. Tulsa County has stated that there is approximately \$9 million of the \$45.5 million currently available for distribution, so not all projects will be able to be funded fully at this time. Given that the board of trustees is comprised of the 3 county supervisors, the Mayor of Tulsa, and 3 suburban mayors, it is probable that they will prioritize project funding in such a way that each of the beneficiaries gets a piece of the initial pie. As a result, smaller projects, or larger projects that can be completed with other available revenue sources, are likely to receive priority funding in the first round.

In order to meet the deadlines imposed by the Authority, the City of Glenpool needs to set a process for determining which project(s) to apply for this year. To that end, staff believes that an Ad hoc committee can discuss, review and recommend one or two small projects for funding in the current application round. Recommendations would be brought back to the City Council for approval in November before being submitted to the Authority.



Staff Recommendation:

Staff recommends that the Mayor appoint an Ad hoc committee of two members of the Council and at least one member of the public to vet suggested projects for presentation to the City Council in November in order to meet the deadlines imposed by the Authority.

Attachments:

Vision 2025 Surplus Analysis
Vision Authority Proposal Survey

Vision 2025 Surplus Analysis

Tulsa County Share of Population Outside City of Tulsa

2013 census estimates

Place	Total Population	Population in Tulsa County	Part in Other Counties	Share of Tulsa County
Bixby	23,228	23,032	196	11.8%
Broken Arrow	103,500	84,399	19,101	43.1%
Collinsville	6,131	6,128	3	3.1%
Glenpool	11,617	11,617	-	5.9%
Jenks	18,670	18,670	-	9.5%
Owasso	32,472	29,629	2,843	15.1%
Sand Springs	19,339	18,934	405	9.7%
Skiatook	7,682	2,260	5,422	1.2%
Sperry	1,229	1,200	29	0.6%
Total	223,868	195,869	27,999	100.0%

Vision Prop 2 share	Vision Prop 3 share	Vision Prop 4 share	Total
\$ 222,929	\$ 3,566,860	\$ 1,560,501	\$ 5,350,290
\$ 816,905	\$ 13,070,486	\$ 5,718,338	\$ 19,605,729
\$ 59,313	\$ 949,015	\$ 415,194	\$ 1,423,523
\$ 112,442	\$ 1,799,071	\$ 787,094	\$ 2,698,607
\$ 180,709	\$ 2,891,337	\$ 1,264,960	\$ 4,337,006
\$ 286,782	\$ 4,588,507	\$ 2,007,472	\$ 6,882,761
\$ 183,264	\$ 2,932,222	\$ 1,282,847	\$ 4,398,333
\$ 21,875	\$ 349,996	\$ 153,123	\$ 524,994
\$ 11,615	\$ 185,838	\$ 81,304	\$ 278,758
\$ 1,895,833	\$ 30,333,333	\$ 13,270,833	\$ 45,500,000

Surplus by Vision Proposition Share	Proportion of cent	Proportion of Vison .6 cents		
Proposition 2	0.025	4.17%		\$ 1,895,833
Proposition 3	0.4	66.67%		\$ 30,333,333
Proposition 4	0.175	29.17%		\$ 13,270,833
	0.6	100.00%		\$ 45,500,000

DRAFT - PROPOSAL SURVEY

Project Sponsor:	
Type of Entity: Governmental ☐ Not for Profit ☐	
Brief Project Description:	
Include confirmation that the entity supports or approves to move the project forward:	
Cost Estimate:	Proposed Schedule:
Project Location: (be as specific as possible)	
Indicate where the Project Sponsor believes the proposed project fits within the 3 active Vision 2025 Propositions: (check one)	
☐ Proposition 2: Capital Improvements for the purpose of Economic Development within Tulsa County, Oklahoma	
☐ Proposition 3: Educational, Health Care and Event Facilities for the purpose of Economic Development within Tulsa County, Oklahoma	
☐ Proposition 4: Capital Improvements for the purpose of Community Enrichment within Tulsa County, Oklahoma	
Does this proposed project further enhance a previously completed Vision 2025 Project? If so, how?	
What is the primary goal of the proposed project?	

Describe any matching funds that will be part of this project:

Are these funds committed?

Sustainability – Vision 2025 funds may only be utilized for capital items. Are there funds available other than Vision 2025 for maintenance and operations?

If so, what is the source of those funds?

What is the intended public benefit of the proposed project?

Is there any additional information about the proposed project you would like to provide?

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, October 6, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd 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) Severn Trent Report -Matt Lail, Project Manager, Severn Trent Environmental Services
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from September 2, and September 15, 2014.
 - 2) Discussion and possible action to retain the services of John D. Weidman, Bond Counsel, to serve as the City's advisor for purposes of ensuring compliance with municipal securities regulations requiring issuers to provide continuing disclosure of matters potentially affecting the tax-exempt status of bonds issued, and authorizing Chairman Ceesay to sign the engagement letter.
(John D. Weidman, Bond Counsel)
 - 3) Discussion and possible action to approve and adopt certain Written Procedures Regarding Post-Issuance Compliance by The Glenpool Utility Services Authority and a corresponding Compliance Procedure Checklist assigning duties and time limitations to the appropriate parties.
(John D. Weidman, Bond Counsel)
- E) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2014 at _____am/pm.

Signed: _____
Clerk



September 2014
Monthly Operations Report
And
Historical Data Tracking Report

Prepared For the City of Glenpool Ok



Created by:
Severn Trent Services

Report



Date: October 1, 2014
To: City of Glenpool
From: Matt Lail, Severn Trent Project Manager
Subject: September 2014 Monthly Report, &
Historical Data Tracking

Severn Trent Services, Inc.
503 West 138th Street
Glenpool OK 74033

Tel 918-322-3822
Fax 918-322-3778

Please find enclosed the monthly operations report for September 2014, and a summary of Historical Data that we are developing for council information. This report will focus on a summary of historical information and the activities that occurred within the report month. This report includes the following:

- I. Overview of the month,
- II. Permit Excursions (Water & Wastewater),
- III. Key Operating Issues,
- IV. Annual Maintenance & Material Cap Summary,
- V. Monthly Maintenance & Material Cap Expense Summary,
- VI. Fire Hydrant Summary,
- VII. TTHM Summary (South Peoria),
- VIII. TTHM Summary (Saddleback),
- IX. HAA-5 Summary (South Peoria), and
- X. HAA-5 Summary (Saddleback).

I. Overview of Month:

- The Animal Control functions were transferred to the Glenpool Police Department on September 1st.
- Through the month the Maintenance & Material Caps totaled \$20,448.43.
- Started reading meters on September 2, 2014.
- Took the Jet Rodder to the shop for repair to the water tanks & plumbing system.
- Completed 157 Service Orders.
- We had 90 turn-offs, 134 re-reads, & 12 blue tags.
- Completed 5 new service taps, & 16 meter swaps.
- We had 26 animal control calls, which were transferred to the Police Department.

II. Permit Excursions –W&WW: (Attach investigative findings or RCA)

- WWTP – There were no excursions for the month at the WWTP. Also, the ammonia levels remained low through the month.
- WTP –There were no excursions in the Water system.

III. Key Operating Issues:

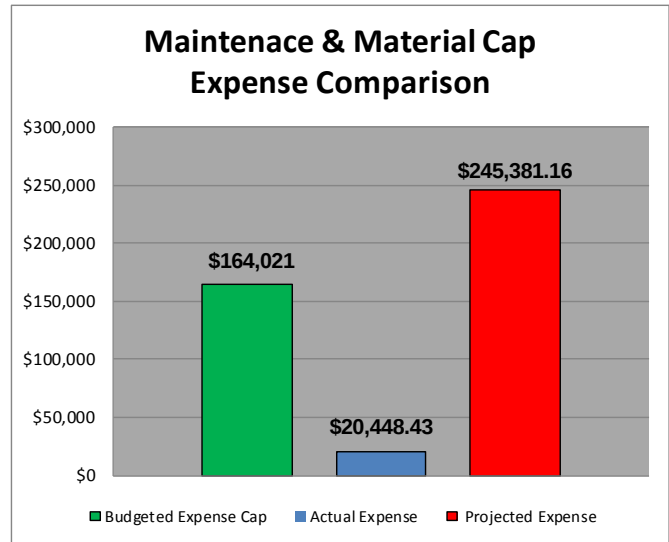
- Sept. 1-Animal Control was transferred to the Glenpool Police Department.
- Sept. 2-Started reading meters.
- Sept. 3-The Jet Rodder was taken to the shop for repairs.
- Sept. 4-a Utility Technology Services representative came to do training on radio read water meters, & schedule more training for meter readers.
- Sept. 15-Made contact with a fire hydrant vendor, & ordered two hydrants & isolation valves.
- Sept. 22-Completed water samples for the month.
- Sept. 23-Checked fire hydrants & located valves for replacement or repair of hydrants.
- Sept. 23-Made repair to service line in Eden South area.
- Sept. 24-Made water line repair in Rolling Meadows.
- Sept. 25-Replaced fire hydrant & installed an isolation valve at 136th Street & Fern Street.
- Sept. 26-Analysed fire hydrant list provided by the Glenpool Fire Department.
- Sept. 26-Attended Technical Advisory Committee (TAC) meeting at City Hall regarding Texon construction of a fuel transfer station North of 131st & Highway 75. Additionally, the owner of Sundown Marina is constructing a facility South of 158th & Highway 75.
- Sept. 27-Received report of sewer backup in Eden South. Contacted Roto-Rooter to rod the line. It was determined that the sewer line is possibly off grade with the inlet of the drop manhole.
- Sept. 29-Experienced a problem with the run capacitors at Fern Lift Station.
- Sept. 30-Water cutoff day. We had 90 cutoffs to do.

IV. Annual Maintenance & Material Cap Summary



Fiscal Year September 2014 - August 2015	
Budgeted Maintenance Cap	\$89,290.08
Budgeted Material Cap	\$74,731.08
Total Budgeted Mtc & Material Cap	\$164,021.16

Mtc & Material Cap Comparison & Projection	Total Expense
Current Overage Expense	\$0.00
Budgeted Expense Cap	\$164,021.16
Actual Expense	\$20,448.43
Projected Expense	\$245,381.16

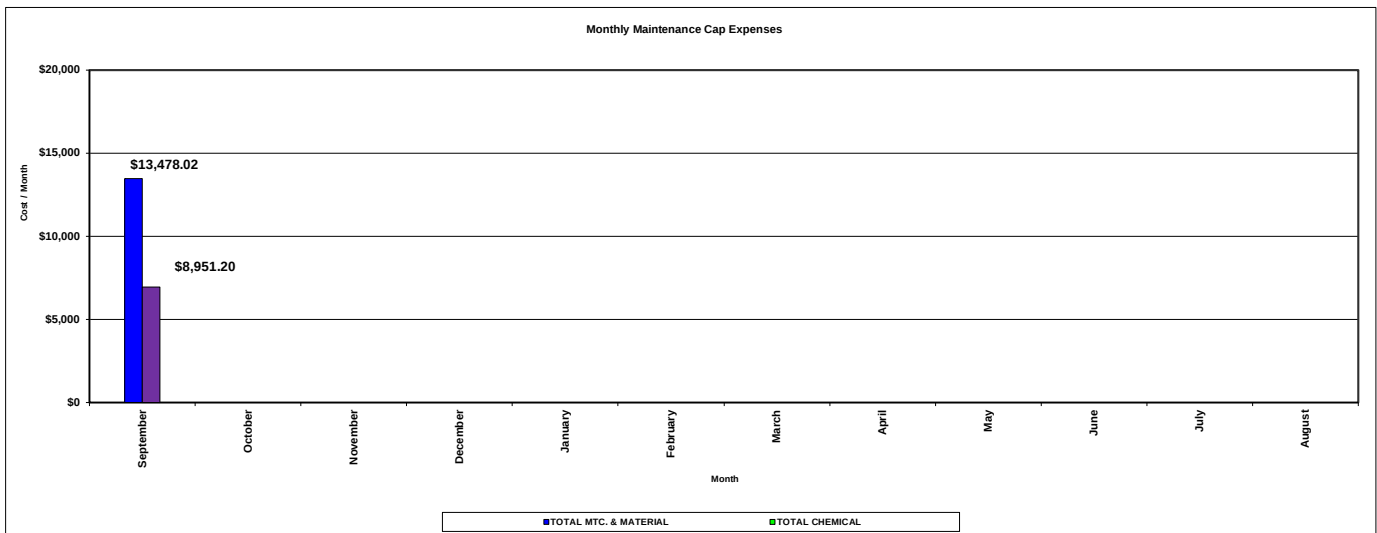


V. Monthly Maintenance & Material Cap Expense Summary



MONTHLY MAINTENANCE EXPENSE SUMMARY

EXPENSE ITEM	September 2014	October 2014	November 2014	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	TOTAL	AVERAGE
TOTAL MTC. & MATERIAL	\$13,478.02												\$13,478.02	\$13,478.02
TOTAL CHEMICAL	\$6,970.41												\$6,970.41	\$6,970.41
TOTAL MAINTENANCE CAP	\$20,448.43												\$20,448.43	\$20,448.43
% of TOTAL MC	12.5%												12.5%	12.5%



VI. Fire Hydrant Summary

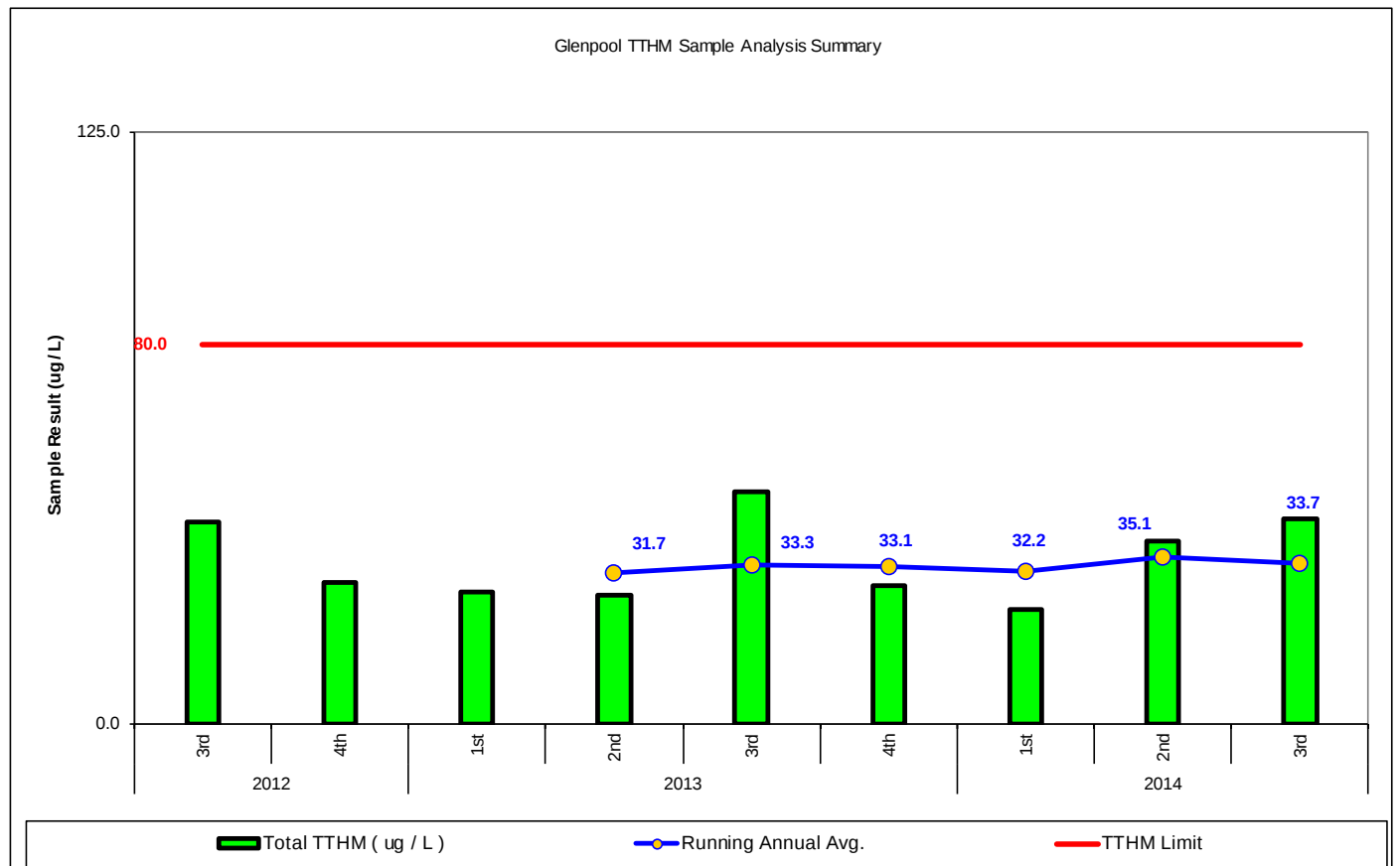
GLENPOOL FIRE HYDRANT REPORT SUMMARY

Area	Total Number of Hydrants	Total Number of Bad Hydrants	Number of Hydrants Repaired or Replaced	Number of Bad Hydrants Remaining	% of Bad Hydrants
District 1, 2, 3, & 4					
Total # of Hydrants	445	73	1	72	16.2%

The total number of hydrants in need of repair or replacement began at 87, or 19.6%. Following analysis of the list provided by the Fire Department it was determined that eight of the hydrants on the list belong to Creek # 2, & six of the hydrants listed as bad have been previously repaired, or replaced. Including the number of hydrants repaired in this report month, the number of bad hydrants is shown in the table above.

I. TTHM Summary-South Peoria

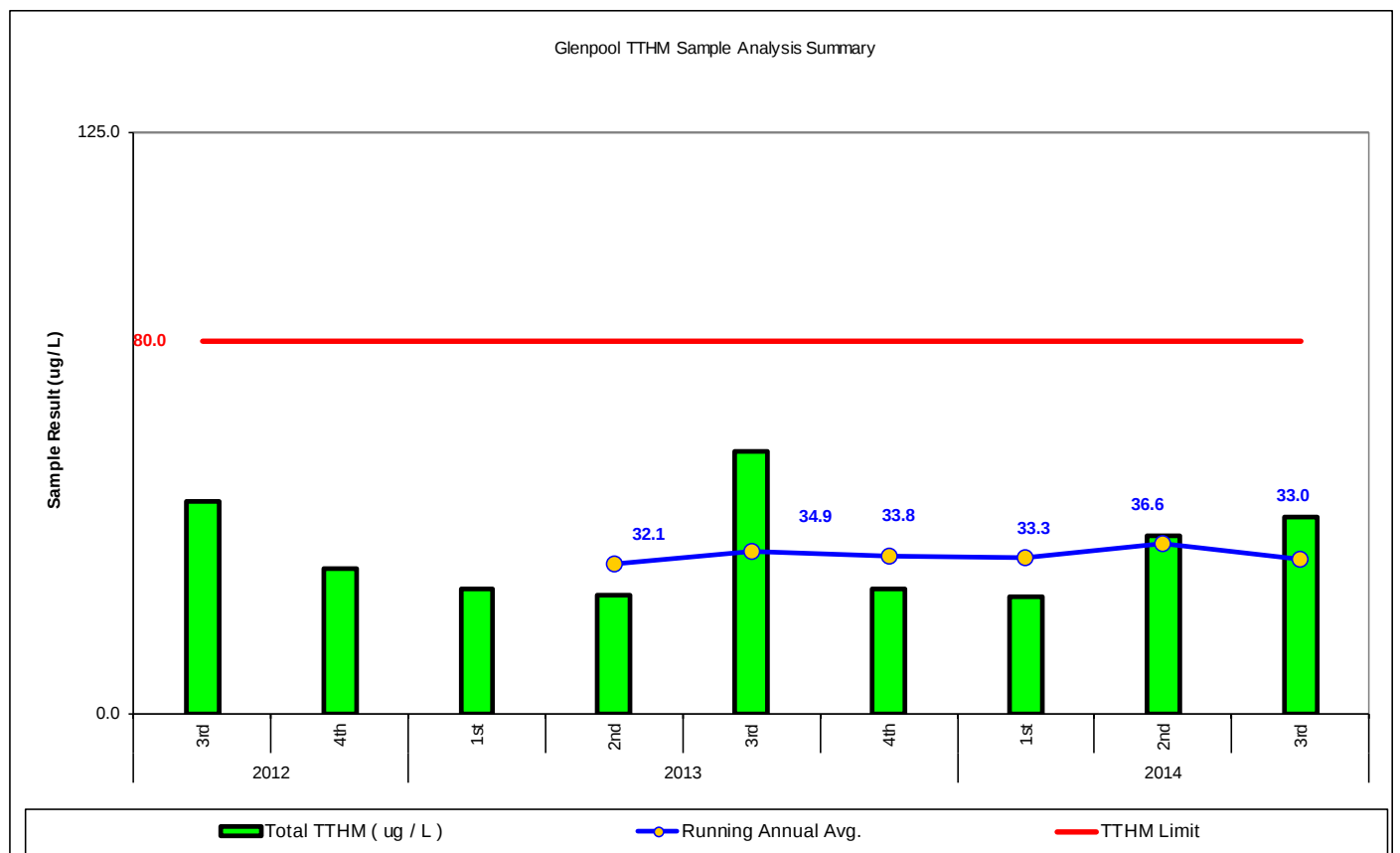
Glenpool Water Analysis TTHM Sample Analysis Summary									
Location	Date	Year	Quarter	Bromodi chloromethane	Bromoform	Dibromo chloromethane	Chloroform	Total TTHM (ug / L)	Running Annual Avg.
S. Peoria	08/08/12	2012	3rd					42.5	
	11/05/12		4th					29.7	
	02/20/13	2013	1st					27.6	
	05/14/13		2nd					26.9	31.7
	08/13/13		3rd	15.6	<1.0	6.0	27.3	48.9	33.3
	11/25/13		4th	8.9	<1.0	3.3	16.7	28.9	33.1
	02/11/14	2014	1st	8.4	<1.0	3.1	12.5	24.0	32.2
	05/13/14		2nd	14.5	< 1.0	6.0	18.0	38.5	35.1
	08/11/14		3rd	14.1	1.3	9.8	18.1	43.3	33.7
Total				61.5	1.3	28.2	92.6	310.3	199.0
Max				15.6	1.3	9.8	27.3	48.9	35.1
Min				8.4	1.3	3.1	12.5	24.0	31.7
Avg				12.3	1.3	5.6	18.5	34.5	33.2



The above results are from the South Peoria location. The TTHM results are reported based on a locational rolling quarter running average. The results are reported in parts per billion. The red line indicates the limit for the rolling quarter annual average. The blue line indicates the running annual average that is used to determine compliance. As you can see this location is well below the limit.

II. TTHM Summary-Saddleback

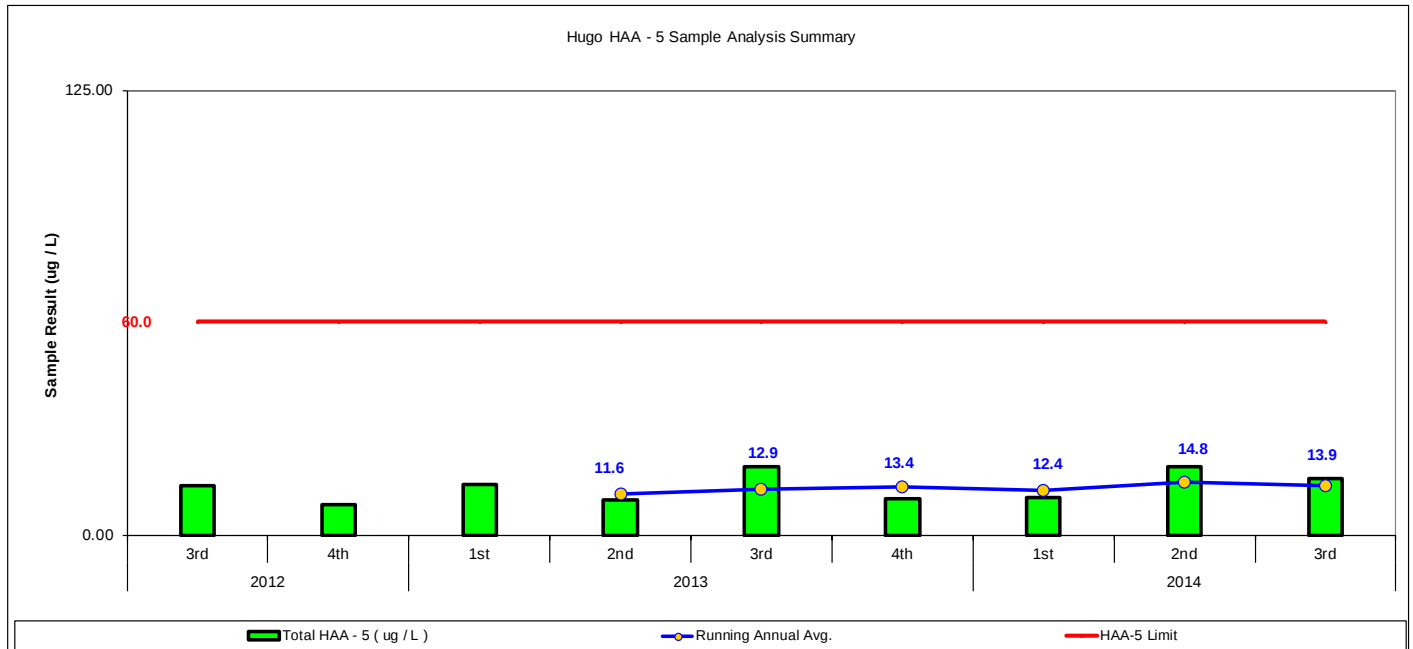
Glenpool Water Analysis TTHM Sample Analysis Summary									
Location	Date	Year	Quarter	Bromodi chloromethane	Bromoform	Dibromo chloromethane	Chloroform	Total TTHM (ug / L)	Running Annual Avg.
Saddleback	08/08/12	2012	3rd					45.4	
	11/05/12		4th					31.1	
	03/11/13	2013	1st					26.7	
	05/14/13		2nd					25.3	32.1
	08/13/13		3rd	17.3	<1.0	6.3	32.8	56.4	34.9
	11/25/13		4th	8.3	<1.0	3.5	14.8	26.6	33.8
	02/11/14	2014	1st	8.4	<1.0	3.0	13.6	25.0	33.3
	05/13/14		2nd	14.6	< 1.0	6.8	16.8	38.2	36.6
	08/11/14		3rd	13.8	1.1	8.3	19.0	42.2	33.0
Total				62.4	1.1	27.9	97.0	316.9	203.6
Max				17.3	1.1	8.3	32.8	56.4	36.6
Min				8.3	1.1	3.0	13.6	25.0	32.1
Avg				12.5	1.1	5.6	19.4	35.2	33.9



The above results are from the Saddleback location. The TTHM results are reported based on a locational rolling quarter running average. The results are reported in parts per billion. The red line indicates the limit for the rolling quarter annual average. The blue line indicates the running annual average that is used to determine compliance. As you can see this location is well below the limit.

III. HAA-5 Summary-S. Peoria

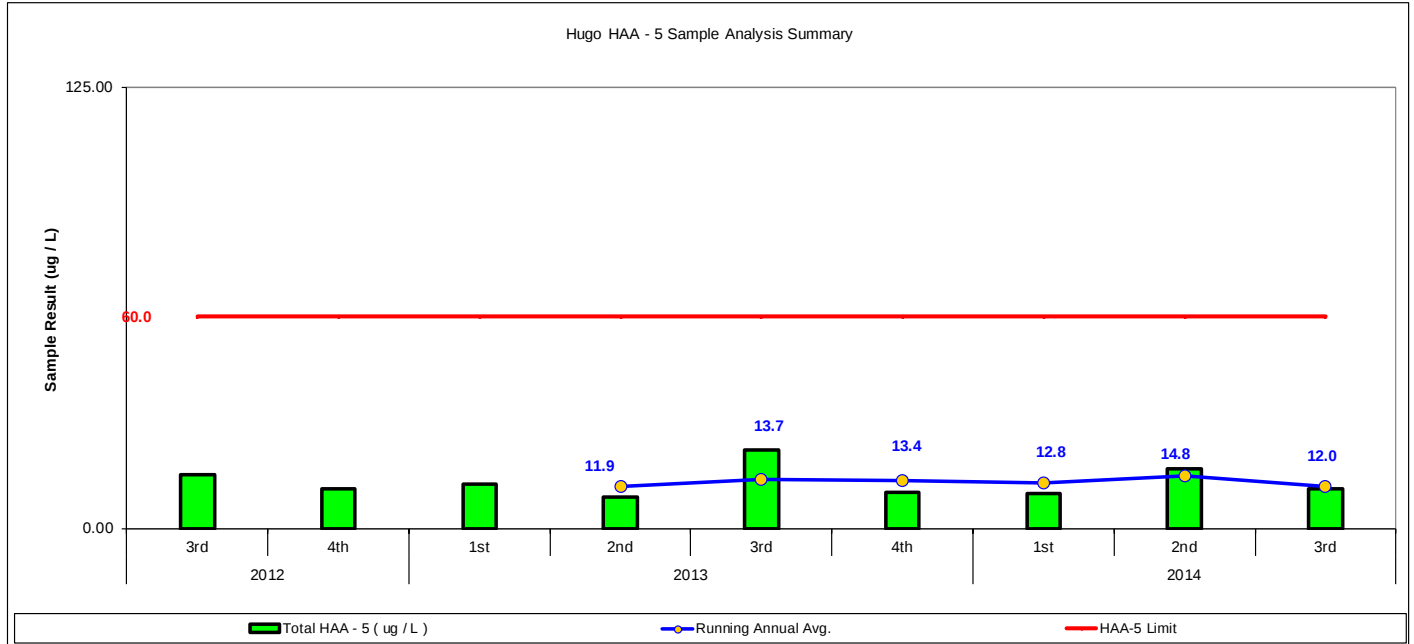
Glenpool Water Analysis HAA - 5 Sample Analysis Summary													
Location	Date	Year	Quarter	Dalapon	HAA-5	Bromochloroa	Dibromoacetic	Dichloroacetic	Monobromoac	Monochloroac	Trichloroaceti	Total HAA - 5 (ug / L)	Running Annual Avg.
S. Peoria	08/08/12	2012	3rd		13.90							13.90	
	11/05/12		4th		8.40							8.40	
	02/20/13	2013	1st		14.20							14.20	
	05/14/13		2nd		9.90							9.90	11.60
	08/13/13		3rd		19.10							19.10	12.90
	11/25/13	2014	4th		10.30	3.00	<1.0	6.70	<1.0	<2.0	3.60	10.30	13.38
	02/11/14		1st		10.40	2.40	<1.0	6.10	<1.0	<2.0	4.30	10.40	12.43
	05/13/14		2nd		19.20	5.70	1.60	12.10	< 1.0	< 2.0	5.50	19.20	14.75
	08/11/14		3rd		15.80	6.00	2.60	9.40	< 1.0	< 2.0	3.80	15.80	13.93
Total					121.2	17.1	4.2	34.3	0.0	0.0	17.2	121.2	79.0
Max					19.2	6.0	2.6	12.1	0.0	0.0	5.5	19.2	14.8
Min					8.4	2.4	1.6	6.1	0.0	0.0	3.6	8.4	11.6
Avg					13.5	4.3	2.1	8.6	#DIV/0!	#DIV/0!	4.3	13.5	13.2



The above results are from the South Peoria location. The TTHM results are reported based on a locational rolling quarter running average. The results are reported in parts per billion. The red line indicates the limit for the rolling quarter annual average. The blue line indicates the running annual average that is used to determine compliance. As you can see this location is well below the limit.

IV. HAA-5 Summary-Saddleback

Glenpool Water Analysis													
HAA - 5 Sample Analysis Summary													
Location	Date	Year	Quarter	Dalapon	HAA-5	Bromochloroa	Dibromoacetic	Dichloroacetic	Monobromoac	Monochloroac	Trichloroacetic	Total HAA - 5 (ug / L)	Running Annual Avg.
Saddleback	08/08/12	2012	3rd		15.10							15.10	
	11/05/12		4th		11.20							11.20	
	03/11/13	2013	1st		12.40							12.40	
	05/14/13		2nd		9.00							9.00	11.93
	08/13/13		3rd		22.20							22.20	13.70
	11/25/13	2014	4th		10.10	2.80	<1.0	6.10	<1.0	<2.0	4.00	10.10	13.43
	02/11/14		1st		9.90	2.30	<1.0	5.60	<1.0	<2.0	4.30	9.90	12.80
	05/13/14		2nd		16.80	5.50	1.70	10.00	< 1.0	< 2.0	5.10	16.80	14.75
	08/11/14		3rd		11.20	4.30	1.80	6.90	< 1.0	< 2.0	2.50	11.20	12.00
Total					117.9	14.9	3.5	28.6	0.0	0.0	15.9	117.9	78.6
Max					22.2	5.5	1.8	10.0	0.0	0.0	5.1	22.2	14.8
Min					9.0	2.3	1.7	5.6	0.0	0.0	2.5	9.0	11.9
Avg					13.1	3.7	1.8	7.2	#DIV/0!	#DIV/0!	4.0	13.1	13.1



The above results are from the Saddleback location. The TTHM results are reported based on a locational rolling quarter running average. The results are reported in parts per billion. The red line indicates the limit for the rolling quarter annual average. The blue line indicates the running annual average that is used to determine compliance. As you can see this location is well below the limit.

MINUTES
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR SESSION
September 2, 2014

The Regular Session of the Glenpool Utility Service Authority was held at 6:59 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Secretary; Charles Barnes, Finance Director; Lynn Burrow, Community Development Director. Also present: Matt Lail with Severn Trent Environmental Services.

- A. Chairman Ceesay called the meeting to order at 6:59 p.m.**
- B. Susan White, City Clerk called the roll and Chairman Ceesay declared a quorum present.**
- C. Scheduled Business:**
- 1. Discussion and possible action to approve minutes from August 4, August 13, and August 20, 2014 meetings.**
MOTION: Trustee Agee moved, second by Trustee Fox to approve minutes as presented.
FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.
- D. Severn Trent Report**
- Mr. Matt Lail, Project Manager updated the Trustees on recent activities including repairs and maintenance.
 - 2" Water line break at Black Gold Park was repaired on August 13, 2014.
 - August 16, 2014 water line break at Black Gold Park under the "Basketball Court" was repaired August 19, 2014.
- E. Adjournment.**
- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:05 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL SESSION
September 15, 2014**

The Special Session of the Glenpool Utility Service Authority was held, Monday, September 15, 2014 at 7:33 p.m., at Glenpool City Hall. Trustees present were: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee; and Jennifer Ballew, Trustee.

Staff present was: Roger Kolman, City Manager; Lowell Peterson, City/Trust Attorney; Susan White, Secretary; Charles Barnes, Finance Director; Lynn Burrow, Community Development Director; and Rick Malone, City Planner.

A. Chairman Ceesay called the meeting to order at 7:33 p.m.

B. Susan White, Secretary called the roll and Chairman Ceesay declared a quorum present.

C. Scheduled Business:

1. **Discussion and possible action to accept bid and enter into a contract with Ron Welcher Construction Inc. for the Longhorn Lift Station Rehabilitation project, in an amount not to exceed \$213,772.00.**

(Lynn Burrow, Community Development Director)

MOTION: Trustee Agee moved, second by Vice Chairman Korb to accept bid and to enter into contract with Ron Welcher Construction Inc. in the amount not exceed \$213,772.00.

FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

2. **Discussion and possible action to approve OG&E invoice for installation of new electric utility service to serve the Longhorn Lift Station Rehabilitation project in an amount not to exceed \$10,030.00.**

(Lynn Burrow, Community Development Director)

MOTION: Trustee Agee moved, second by Trustee Ballew to approve the OG&E utility service invoice for Longhorn Lift Station Rehabilitation project in the amount not to exceed \$10,030.00.

FOR: Trustee Agee; Trustee Ballew; Trustee Fox; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

3. **Discussion and possible action to approve and pay ONG gas line relocation cost for Longhorn Lift Station Rehabilitation project in the estimated amount of \$10,937.00.**

(Lynn Burrow, Community Development Director)

MOTION: Trustee Agee moved, second by Vice Chairman Korb to approve the ONG relocation cost for Longhorn Lift Station Rehabilitation project in the estimated amount of \$10,937.00

FOR: Trustee Ballew; Trustee Fox; Trustee Agee; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

D. Adjournment.

There being no further business, Chairman Ceesay declared the meeting adjourned 7:48 p.m.

Date

ATTEST:

Chairman

Secretary

HILBORNE & WEIDMAN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
2405 EAST 57TH STREET
TULSA, OKLAHOMA 74105-7548

TELEPHONE:
(918) 749-0111
TELECOPIER:
(918) 749-0335

September 9, 2014

Glenpool Utility Services Authority
Glenpool City Hall
12205 S. Yukon Ave,
Glenpool, Oklahoma 74033

Dear Chairman and Trustees:

After the closing of any bond issue, there are certain compliance requirements that the issuer has agreed to fulfill in order to comply with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the "Code") to the end that interest on the bonds will continue to be exempt from federal income taxation.

These requirements require that the project(s) financed with the bonds must be for governmental use and not violate the "private business use" provisions of the Code; the time from during which bond proceeds must be spent (the "spend down requirement") and that bond proceeds (minus cost of issuance) be spent for capital expenditures on this project(s).

In addition, certain provisions contained in the Continuing Disclosure Agreement executed by you require that you provide certain information annually and upon the happening of certain events.

The Internal Revenue Service has promulgated a revised Information Return for Tax Exempt Government Obligations - Form 8038-G, effective after October 13, 2011. This revised Form requires the issuer of the bonds to acknowledge that it has established written procedures to ensure that all nonqualified bonds of the issuer are remediated according to Code requirements and that the issuer has established written procedures to monitor compliance with Section 148 of the Code (arbitrage, yield restriction and rebate requirements). As a result of the foregoing, it is imperative that you establish written post-issuance compliance monitoring, remediation and reporting procedures.

Our firm will assist you, if desired, in formatting such written post-issuance compliance procedures. Our fee is \$2,500.00 per issuer for the initial consultation and preparation of such written procedures. In addition, we will meet with your designated representatives annually to review these matters as they relate to each of your outstanding bond issues. Our fee for that consultation is \$500.00 per bond issue.

If the Authority desires our assistance in preparing the foregoing procedures, and authorizes the corresponding expenditure, please indicate that fact below and return this engagement letter. We will contact you in the immediate future to discuss these matters.

Very truly yours,

Hilborne & Weidman, P.C.

Approved and Accepted this 6th day of October, 2014

GLENPOOL UTILITY SERVICES AUTHORITY

Momodou Ceesay, Chairman

ATTEST:

Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

**WRITTEN PROCEDURES REGARDING
POST-ISSUANCE COMPLIANCE
BY THE GLENPOOL UTILITY SERVICES AUTHORITY**

Preamble

In connection with the issuance of debt, the Glenpool Utility Services Authority (the “Issuer”), agrees to comply with certain requirements (the “Post-Issuance Requirements”) imposed by the Internal Revenue Code of 1986, as amended, (the “Code”), the statutes and Constitution of the State of Oklahoma, requirements of State and Federal Securities laws, continuing disclosure requirements with the purchasers of the debt and other general rules and regulations. At the time of issuance the Issuer covenants that all applicable Post-Issuance Requirements will be complied with throughout the term of the indebtedness. Responsibility for ongoing compliance with these requirements rests with the Issuer.

It is the intention of the Issuer to comply with all Post-Issuance Requirements which are applicable to the Issuer’s indebtedness and to provide written procedures to regulate such compliance by the responsible officers and agents of the Issuer. It is likely that the responsibility for compliance with the Post-Issuance Requirements will fall among multiple offices and persons. Some of those persons will have considerable knowledge of financing practices and requirements while their successors over time may not. Changes in elected or appointed officials and staff may result in some institutional knowledge being lost. Therefore it is the intention of the Issuer to identify the positions, offices or departments that will have access to such information and records as will demonstrate compliance and/or the authority to make decisions that will impact compliance. Attention and training will be provided to these positions to develop procedures for maximizing the likelihood of compliance.

General

Because most of the Issuer’s debt will remain outstanding for many years, the Issuer will have procedures which can be understood and implemented over time even as the responsible officials may change. The particular procedures which are appropriate may vary substantially, depending upon the size and complexity of the issues. It is also important to assign ultimate responsibility for post-issuance compliance and to ensure that sufficient information is routinely identified, maintained and communicated to allow those who later inherit that responsibility to continue the job successfully.

Responsibility and Review

Although the City Manager of the City of Glenpool (or other elected or appointed CEO of the beneficiary of the Issuer in the event of a change in the statutory form of government) is designated as the officer who bears the above-described ultimate responsibility for post-issuance compliance, the Finance Director shall be designated the “Compliance Officer” with day-to-day operational responsibility for debt management activities of the Issuer. The Finance Director is empowered by these written procedures to assign other departments or officers to be responsible for appropriate aspects of post-issuance compliance and will coordinate record-keeping and review requirements with them on a continuing basis. In addition, these procedures will determine the frequency for review of various items and establish a plan of implementation. In the absence of any other indication, each debt issue of the Issuer will be reviewed for post-issuance compliance no less than once annually. This annual review will consist of examining all of components of post-issuance compliance outlined by these procedures. The annual review will be conducted by a “Hearing Officer,” who shall be the Issuer’s Bond Counsel assigned by the City Manager for that purpose, and shall include only such other persons as are directly responsible for identified components of post-issuance compliance. Due to the sensitive nature of such reviews and the potential

effect on publicly traded securities and outstanding ratings of the Issuer, such review hearings shall be conducted privately by the Hearing Officer so as to preserve any attorney-client privilege as may exist. Inasmuch as such hearings shall not include a quorum of the members of the governing bodies of the Issuer or its beneficiary, the City of Glenpool, they shall not be deemed open meetings under the Oklahoma Open Meeting Act. Nevertheless, it is anticipated that the City's Audit Committee, including two members of the City Council, will attend and in the event that a quorum of the members of either of such governing bodies shall for any unforeseeable reason be included in such review hearings, care will be taken to ensure compliance with said Act.

The Hearing Officer shall review post-issuance compliance of each issue of the Issuer and shall make his/her findings available to the Finance Director and/or City Manager promptly, and in no case more than five business days after the conclusion of the annual review hearing or upon the return of the Finance Director if absent for more than five days. Such findings shall address all areas of compliance with Post-Issuance Requirements and set forth any area of non-compliance and suggest a plan of action for remedying such non-compliance. Upon receipt of the findings and consultation with the Hearing Officer, the Finance Director shall determine the appropriate action to be taken, which may include submitting violations for remediation through the "remedial action" regulations (Treas. Reg. § 1.141-12) or the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance).

For purposes of these procedures, the term "Compliance Officer" may refer individually to the Finance Director only, or collectively to the City Manager, Finance Director, City Attorney and such other persons as may be appointed or retained for that purpose, as most appropriate in the stated context. The report of the findings of the annual review hearing shall identify all persons acting in the role of "Compliance Officer."

Post-Issuance Compliance Checklist

For each issue of debt of the Issuer, the Finance Director, in consultation with Bond Counsel, will cause to be executed a Post-Issuance Compliance Checklist in the form attached hereto as Exhibit A. The person responsible for compliance with each item shall be noted on the Post-Issuance Compliance Checklist and a frequency of review for such item shall be determined. In addition, the transactional parties' names, addresses, phone numbers and email shall be noted on the cover sheet of the Post-Issuance Compliance Checklist along with any other interested party, including the rebate analyst, the Issuer's accountant or auditor, and the dissemination agent for the Issuer.

Tax Law Requirements Compliance

Generally, at the closing of an issue, Bond Counsel will deliver the Market Legal Opinion which will opine as to the exemption from federal and state income taxation of the interest on the debt. Bond Counsel's opinion is based upon the reasonable expectation that tax law requirements will be complied with throughout the term of the debt. These expectations are based upon fact-gathering and analysis by Bond Counsel, much of which is memorialized in the Arbitrage and Use of Proceeds Certificate (or similar certificates) delivered by the Issuer at closing of the issue.

The Issuer's Compliance Officer, designated above, who is responsible for post-issuance compliance must also be familiar with the content, purpose and effect of tax certificates and covenant documents contained in the transcript of proceedings delivered in connection with an issue. Such officer(s) shall be consulted regarding the transaction documents before closing, comment upon the necessary documents used to establish such expectations, and obtain and maintain copies of all relevant documents post-closing.

In addition to requirements set forth in any specific document related to an issue, the Compliance Officer responsible shall confirm, at a minimum, that the following have been accomplished for each specific issue:

- Choose an accounting method with respect to depositing and monitoring bond proceeds and interest earnings, investments and expenditures.
- Obtain computation of “yield” of bond proceeds and track investment returns.
- Allocate bond proceeds and interest earnings to expenditures.
- Monitor compliance with expectations for expenditure of bond proceeds, typically three years, and provide yield restriction of investment or yield reduction payments.
- Ensure that investments acquired with bond proceeds are purchased at fair market value.
- Avoid creation of funds reasonably expected to be used to pay debt service on bonds without determining in advance whether such funds must be invested at a restricted yield.
- Develop and maintain general and special records with regard to each issue (*e.g.*, rebate analyses; documentation of spent, allocated and remaining proceeds; EMMA filing receipts; annual hearing minutes).
- Perform computation of rebate liability, as necessary.
- Consult with Bond Counsel before engaging in post-issuance transactions involving the issue, *i.e.*, change in documentation, refunding or reissuance issues, sale or lease of assets, change in use of facilities financed with issue, bond insurance, hedging transactions etc.

Disclosure Requirements

Public sale of municipal securities requires that certain securities law disclosures be made, both at the time of sale (pursuant to an official statement or other offering document) and post-closing for the term of the issue. The preliminary and final official statements must be filed in various state offices and with the Municipal Securities Rulemaking Board (the “MSRB”) usually at or shortly after closing. Additional information is required to be posted with the MSRB and others pursuant to SEC Rule 15c2-12 (the “Rule”), as amended. When required to file post-closing information in accordance with the Rule, there will be a Continuing Disclosure Certificate executed by the Issuer at closing which will detail the type and substance of additional disclosures. Other documents executed in connection with the sale of the issue may contain requirements to deliver additional information to underwriters, purchasers, trustees, paying agents, rating agencies and other parties. The Compliance Officer shall review the transcript to determine the types and frequency of additional document disclosure requirements.

The Compliance Officer shall obtain and review the Continuing Disclosure Certificate and monitor compliance therewith and, in addition:

- establish a “tickler” system or other effective notification system for the purpose of confirming that the necessary documentation required to be filed annually for each issue is timely filed.
- coordinate with other departments of the Issuer to ensure that the Compliance Officer obtains timely notice of the happening of any of the listed events requiring disclosure.

- maintain a record of each document filed pursuant to any disclosure requirement.
- retain true and correct copies of all documents filed for each issue.
- review all documents pertaining to the issue to determine additional disclosure or notification requirements and develop a system to deliver such disclosures to the required parties.

Miscellaneous State Law Requirements

Additional requirements for post-issuance compliance may be dictated by state law. For the most part, state constitutional and statutory requirements will be met at closing of the issue and will be evidenced by filings or documents contained in the closing transcript. The documents for the issue may set forth agreements and covenants of the Issuer to be complied with post-closing, including certain UCC filing requirements, insurance and financial covenants, and restrictions on the use of bond-financed property. The Compliance Officer shall review the closing transcript and determine the necessary requirements.

Post-Issuance Compliance Checklist

Name of Issue: Utility System Revenue Bond, Tax Exempt Refunding Series 2010A
Principal Amount: \$29,575,000.00 Date of Issuance: December 1, 2010
Purpose: Refund and refinance Prior Bonds (1992 OWRB Note, 2001A Bonds, 2007 Ref Bonds, 2007A Bonds, 2008 Bonds, 2008A Bonds)

Transaction Parties:

Bond Counsel Hilborne & Weidman
phone: (918) 749-0111
email: hilweid@swbell.net

Rebate Analyst: _____
phone: _____
email: _____
[to be selected in consultation with
Finance Director]

Trustee: BOKF, N.A. dba Bank of
Oklahoma, Tulsa, Oklahoma
phone: (918) 588-6728
email: mneilson@bokf.com

Other _____
phone: _____
email: _____

Other _____
phone: _____
email: _____

Current Officials and Titles Listed as Responsible for certain items.

Compliance Officer (May be any one or all of City Manager, Finance Director, City Attorney, or one or more of their designees, as applicable)

Director of Community Development

Hearing Officer (Bond Counsel)

City Clerk

Bond Counsel

Rebate Analyst (outside accountant)

Tax Law Requirements**Responsibility****Frequency of Review**

1. General Matters.		
(a) Proof of filing Form 8038-G	Bond Counsel	Once
(b) "Significant modification" to bond documents results in reissuance under Treas. Reg. § 1.1001-3. Proof of filing new Form 8038, etc., plus final rebate calculation on pre-modification bonds.	Bond Counsel	Upon happening of event
2. Use of Proceeds.		
(a) No private business use arrangement with a private entity (includes federal government) beyond permitted <i>de minimis</i> amount unless cured by remedial action under Treas. Reg. §1.141-12.	Director of Community Development; Compliance Officer	Annually or upon happening of any listed events
(i) Sale of facilities.		" " " "
(ii) Lease.		" " " "
(iii) Nonqualified management contract. Rev. Proc. 97-13		" " " "
(iv) Nonqualified research contract. Rev. Proc. 2007-47		" " " "
(v) "Special legal entitlement."		" " " "
(b) Remedial action may consist generally of redemption or defeasance of bonds (with notice of defeasance to IRS). Where disposition is a cash sale, remedial action may be an alternative qualifying use of proceeds.	Compliance Officer Bond Counsel	" " " "
3. Arbitrage		
(a) Rebate. IRC §148(f).	Compliance Officer	Calculate annually
(i) First installment of arbitrage rebate due on fifth anniversary of bond issuance plus 60 days.	Compliance Officer	As noted
(ii) Succeeding installments every five years.	Compliance Officer	As noted
(iii) Final installment 60 days after retirement of last bonds of issue.	Compliance Officer	As noted and upon refunding
(iv) Monitor expenditures prior to semi-annual target dates for six-month, 18-month, or 24-month spending exception.	Compliance Officer	Annually and at Bond Review Comm. Meetings
(b) Monitor expenditures generally against date of issuance expectations for three-year or five-year temporary periods or five-year hedge bond rules.	City Manager Compliance Officer	On-going and annually
(c) Yield Computations	Compliance Officer	
(i) Obtain computation of yield from closing transcript and confirm computation with rebate analysts	Compliance Officer	Upon receipt of closing transcript
(ii) Track investment returns for all gross proceeds	Compliance Officer	On-going and annually

(iii) Monitor compliance with temporary period expectation for expenditures and provide for yield restriction of investments or yield reduction payments if expectations are not satisfied.	Compliance Officer	On-going and annually
(iv) Ensure investments are acquired at fair market value	Compliance Officer	On-going and annually
(v) Monitor creation and use of all funds reasonably expected to be used to pay debt service on the issue	Compliance Officer	On-going and annually
(d) For advance refunding escrows, confirm that any scheduled purchases of 0% Securities of State and Local Government Series are made on scheduled date.	Compliance Officer Bond Counsel	On-going and annually
4. Record Retention.		
(a) Maintain general records relating to issue for life of issue plus any refunding plus three years.	Compliance Officer and City Clerk	Annually
(b) Maintain special records required by safe harbor for investment contracts or defeasance escrows. Treas. Reg. § 1.148-5.	Compliance Officer and City Clerk	As needed per issue
(c) Maintain record of identification on Issuer's books and records of "qualified hedge" contract. Treas. Reg. § 1.148-4(h)(2)(viii) and § 1.148-11A(i)(3).	Compliance Officer and City Clerk	As needed per issue
(d) Maintain record of agreements and assignments between governmental units that affect volume cap allocations under IRC § 146. Treas. Reg. § 1.103(n)-3T Q/A8, 13 & 14.	Compliance Officer and City Clerk	As needed per issue
5. Allocations of Bond Proceeds to Expenditures. Make any allocations of bond proceeds to expenditures needed under Treas. Reg. § 1.148-6(d) and § 1.141-6(a) by 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than the earlier of five years after the bonds were issued or 60 days after the issue is retired.	Director of Community Development; Compliance Officer	As noted

Disclosure Requirements	Responsibility	Frequency of Review
-------------------------	----------------	---------------------

1. SEC Rule 15c2-12 Requirements.		
(a) Determine applicability of continuing disclosure undertaking (“CDU”).	Bond Counsel	At closing
(b) Identification of “obligated person” for purposes of Rule 15c2-12. Governmental Bonds: Issuer.	Bond Counsel	At closing
(c) Name of Dissemination Agent, if applicable.	Compliance Officer	As needed
(d) Periodically determine that required CDU filings have been prepared, sent to and received by EMMA.	Compliance Officer	Annually
(e) Information required to be provided to EMMA:		
(i) Annual Reports.	Compliance Officer	Annually
(1) Quantitative financial information and operating data disclosed in official statement.	Compliance Officer	Annually
(2) Audited financial statements.	Compliance Officer	Annually
(ii) Other information.		
(1) Change of fiscal year.	Compliance Officer	Upon happening of event
(2) Other information specified in CDU.	Compliance Officer	As needed
(f) Material Event Disclosure. Notification by obligated person to EMMA, in timely manner, of any following events with respect to bonds, if event is material within the meaning of the federal securities laws:	Compliance Officer	Annually and upon happening of listed events
(i) Principal and interest payment delinquencies.	Compliance Officer	Upon happening of listed events
(ii) Non-payment related defaults, if material.	Compliance Officer	Upon happening of listed events
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.	Compliance Officer	Upon happening of listed events
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.	Compliance Officer	Upon happening of listed events
(v) Substitution of credit or liquidity providers, or their failure to perform.	Compliance Officer	Upon happening of listed events
(vi) Adverse tax opinions, the issuance by the IRS of a proposed or final determination of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds.	Compliance Officer	Upon happening of listed events
(vii) Modifications to rights of bondholders, if material.	Compliance Officer	Upon happening of listed events

(viii) Bond calls, if material, and tender offers.	Compliance Officer	Upon happening of listed events
(ix) Defeasances.	Compliance Officer	Upon happening of listed events
(x) Release, substitution or sale of property securing repayment of the bonds, if material.	Compliance Officer	Upon happening of listed events
(xi) A rating change.	Compliance Officer	Upon happening of listed events
(xii) Bankruptcy, insolvency, receivership or similar event of the issuer as set forth in Rule 15c2-12.	Compliance Officer	Upon happening of listed events
(xiii) Consummation of a merger, consolidation, acquisition, or sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material.	Compliance Officer	Upon happening of listed events
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.	Compliance Officer	Upon happening of listed events
(g) Failure of the obligated person to timely file financial information (including audited financial statements) and operating data with EMMA.	Compliance Officer	Annually
2. Notification to Underwriters of Bonds. Determination of whether bond purchase agreement requires issuer of the bonds to notify underwriters for a specified period of time of any fact or event that might cause the official statement to contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.	Compliance Officer Bond Counsel	Annually, and as required by documents
3. Information Required to be Filed with Other Entities.		Annually or as needed per issue
(a) Trustee.	Compliance Officer	Annually or as needed per issue
(b) Rating Agency(ies).	Compliance Officer	Annually or as needed per issue
(c) Bond Insurer.	Compliance Officer	Annually or as needed per issue
(d) Credit Enhancer.	Compliance Officer	Annually or as needed per issue
Examples:	Compliance Officer	Annually or as needed per issue
(i) Financial records.		
(1) Annual.	Compliance Officer	Annually or as needed per issue
(2) Quarterly.	Compliance Officer	Annually or as needed per issue
(ii) Budgets.	Compliance Officer	Annually or as needed per issue

(iii) Issuance of additional bonds.	Compliance Officer	Annually or as needed per issue
(iv) Events of default.	Compliance Officer	Annually or as needed per issue
(v) Notices of redemption.	Compliance Officer Trustee	Annually or as needed per issue
(vi) Amendments to bond documents.	Compliance Officer Bond Counsel	Annually or as needed per issue
4. Local Disclosure. State and/or local requirements.		
(a) Filing of Preliminary Official Statement with Secretary of State of Oklahoma	Bond Counsel	Upon receipt of closing transcript
(b) Filing of Official Statement with Secretary of State of Oklahoma, Oklahoma Department of Securities and Bond Oversight Commission	Bond Counsel	Upon receipt of closing transcript

Miscellaneous State Requirements	Responsibility	Frequency of Review
1. Security		
(a) Proof of filing UCC statements with appropriate authorities as required by State procedures.	Hearing Officer	Upon receipt of closing transcript
(i) Initial UCC financing statements filed with appropriate authorities. UCC 9-515(a).	Hearing Officer	Upon receipt of closing transcript
(ii) Continuation statements filed by fifth anniversary. UCC 9-515(d).	Compliance Officer	Annually
(iii) Public finance transaction in connection with debt securities (all or portion of securities have initial stated maturity of 20 years; obligated party is State or State governmental unit) qualifies for 30-year filing. UCC 9-515(b).	Bond Counsel	Upon receipt of closing transcript
(iv) Other local requirements or exceptions.		As applicable
(b) Proof of filing recorded mortgages, deeds of trust with appropriate authorities and proof of delivery of originals to trustee or custodian.	Hearing Officer	Upon receipt of closing transcript
2. Insurance.		
(a) Proof of receipt of final title policy and proof of delivery to trustee or custodian.	Compliance Officer	As needed per issue
(b) Monitor compliance with property and casualty insurance requirements.	Compliance Officer	As needed per issue
3. Financial Covenants. Monitor compliance with rate covenant or other covenants not included in B(3) above.	Compliance Officer	Annually
4. Transfer of Property.		
(a) Restrictions on transfer of cash.		Upon transfer
(b) Restrictions on releases of property.		Upon release
(c) Restrictions on granting liens or encumbering property.		Upon happening of event
5. Investments. Compliance with permitted investments.	Compliance Officer	Upon making each investment.

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, October 6, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd 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. Glenpool Conference Center Report-Lea Ann Reed, Conference Center Director
- D. Scheduled Business
 - 1. Discussion and possible action to approve minutes from September 2, 2014.
- E. Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2014 at _____ am/pm.

Signed: _____
City Clerk



Glenpool Conference Center
12205 S. Yukon Ave.
PO Box 70
Glenpool, OK 74033

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
CONFERENCE CENTER DIRECTOR

RE: CONFERENCE CENTER REPORT JULY - SEPTEMBER 2014

DATE: SEPTEMBER 30, 2014

BACKGROUND

Since the beginning of July, the Glenpool Conference Center has hosted over 50 events. These events included 18 weddings, 5 birthday parties, 3 quinceneras, 3 banquets and numerous corporate events for companies such as McDonalds, Farm Bureau, Keller Williams and USA Compression. Organizations like the Alzheimer's Association, Better Life Homecare, American Red Cross, Northeast Oklahoma Athletic Directors Association and several churches also chose to hold their events at our facility.

A returning customer, Robots-4-U, held a weeklong camp in July and August plus two camps earlier in the month of June. In the second week of September, we welcomed over 2,000 visitors to our building including 530 FFA chapter officers and 400 Muscogee Creek Nation employees. I received an email from the FFA event coordinator stating they would like to have their conference at our facility for the next three years. The following week, we held the Just Between Friends fall sale which brings hundreds of visitors to Glenpool, this was their eighth sale here at the conference center.

The total revenue since the beginning of the fiscal year (July 1, 2014) is \$81,943. As you can see from the attachment, we have lots of upcoming events in the months of October and November.

Date	Event	Expected Attendance
10/3/14	Oklahoma Society of Health-Systems Pharmacists Meeting	75
10/4/14	Wedding & Reception	150
10/7/14	OG&E Training	70
10/7/14	McDonalds Training	100
10/7/14	Windsong Meadows HOA	25
10/8/14	First American Title Training	125
10/9/14	Employment Resources Inc. Annual Party	150
10/11/14	Wedding & Reception	200
10/12/14	Baby Shower	35
10/13 - 10/14/2014	McDonalds Training	100
10/13 - 10/15/14	Literacy First Training (GPS)	40
10/15/14	Home Builders Association of Greater Tulsa	25
10/15/14	Sam's Club Meeting	40
10/15/14	Better Life Homecare Meeting	60
10/15/14	Sweet 16 Party	100
10/16/14	South County Business Expo	200
10/17 - 10/18/14	Wedding & Reception	175
10/19/14	Wedding & Reception	150
10/21/14	Law Enforcement VALOR Training	200
10/21/14	Keller Williams BOLD Class	175
10/21/14	Blue Cross/Blue Shield Medicare Sales Meeting	30
10/23/14	Muddy Paws Banquet	200
10/24/14	Wedding & Reception	200
10/24/14	Muscogee Creek Nation Development	125
10/25/14	Wedding & Reception	175
10/26/14	Wedding & Reception	150
10/28/14	Wedding & Reception	70
10/31/14	Wedding & Reception	130
10/31 - 11/1/14	Wedding & Reception	175
11/4/14	Encompass Home Health Road Show	88
11/5-7/14	Firefighter Safety Instructor Officers Convention	200
11/5/14	Farm Bureau Meeting	60
11/5/14	Keller Williams BOLD Class	175
11/8/14	Wedding & Reception	150
11/9/14	Wedding & Reception	60
11/12/14	Keller Williams BOLD Class	175
11/13/14	Bios Cor Thanksgiving Banquet	200
11/14/14	Glenpool Fraternal Order of Police Awards Banquet	150
11/18/14	Blue Cross/Blue Shield Medicare Meeting	30
11/19/14	Better Life Homecare Meeting	60
11/19/14	Keller Williams BOLD Class	175
11/20/14	Christmas Gathering Arts & Crafts Show	800
11/22/14	Baby Shower	40
11/24 - 11/25/14	Literacy First Training (GPS)	40
11/25/14	Blood Drive	30
11/28-11/29/14	Black Friday Coin Show	300

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
September 2, 2014

The Regular Session of the Glenpool Industrial Authority was held at 7:05 p.m., Council Chambers, Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Secretary, and Charles Barnes, Finance Director.

A. Chairman Ceesay called the meeting to order at 7:05 p.m.

B. Susan White, Secretary called the roll, Chairman Ceesay declared a quorum present.

C. Scheduled Business:

- 1. Discussion and possible action to approve minutes from August 4, and August 18, 2014 meetings.**

MOTION: Trustee Agee moved, second by Trustee Fox to approve the minutes as presented.

FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice-Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

D. Adjournment.

There being no further business, Chairman Ceesay declared the meeting adjourned at 7:06 p.m.

Date

Chairman

ATTEST:

Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, October 6, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A. Call To Order
- B. Roll Call and Declaration of Quorum
- C. District Administrator Report-Susan White, District Administrator
- D. Scheduled Business
 - 1. Discussion and possible action to approve minutes from September 2, 2014 meeting.
 - 2. Discussion and possible action to accept the EMS Plus Activity Report for September 2014.
- E. Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, 2014, _____am/pm.

Signed: _____
District Clerk/Secretary



To: HONORABLE CHAIR AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator, Clerk/Secretary
Date: October 1, 2014
Subject: District Administrator Report

AUDIT:

I am pleased to report that the State Auditor and Inspector (SA&I) recently submitted an updated draft version of the audit conducted in 2013 for the period of 2008-2013 to the District Treasurer, Charles Barnes. The updated draft reflected the management response to findings which the Board approved in Special Session on July 21, 2014. The SA&I representative indicated that the audit would be released for publication soon.

I would like to express my appreciation to Mr. Barnes for his commitment to maintaining communication with the Auditor's office, seeking status updates, and working to see the audit process through to its completion.

Additionally, thank you to the District Board for your patience during this lengthy process and for your continued support. I can assure you the District staff is dedicated to protecting and properly managing District funds.

CITY OF GLENPOOL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

31 -GEMS

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
<u>TAXES</u>						
31-5-00-5006 TAXES	240,000	456.52	2,147.99	0.00	237,852.01	0.89
31-5-00-5012 FUND BALANCE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TAXES	240,000	456.52	2,147.99	0.00	237,852.01	0.89
 <u>MISCELLANEOUS/OTHER</u>						
31-5-00-5301 INTEREST	<u>220</u>	<u>0.00</u>	<u>26.44</u>	<u>0.00</u>	<u>193.56</u>	<u>12.02</u>
TOTAL MISCELLANEOUS/OTHER	220	0.00	26.44	0.00	193.56	12.02
TOTAL NON-DEPARTMENTAL	240,220	456.52	2,174.43	0.00	238,045.57	0.91
TOTAL REVENUE	240,220	456.52	2,174.43	0.00	238,045.57	0.91

CITY OF GLENPOOL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

31 -GEMS

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
DEPARTMENTAL EXPENDITURES						
NON-DEPARTMENTAL						
PERSONAL SERVICES						
31-6-01-6101 SALARIES & WAGES	10,000	833.32	2,499.96	0.00	7,500.04	25.00
31-6-01-6102 INSURANCE	0	0.00	0.00	0.00	0.00	0.00
31-6-01-6111 FICA	1,265	63.75	191.25	0.00	1,073.75	15.12
31-6-01-6113 WORKMANS COMP	0	0.00	0.00	0.00	0.00	0.00
31-6-01-6114 UNEMPLOYMENT	50	0.00	25.00	0.00	25.00	50.00
31-6-01-6115 RETIREMENT	0	0.00	0.00	0.00	0.00	0.00
31-6-01-6118 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
31-6-01-6119 TECHNOLOGY/PHONE	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	11,315	897.07	2,716.21	0.00	8,598.79	24.01
SUPPLIES						
31-6-01-6202 OPERATING SUPPLIES	26,905	1,145.54	1,226.50	853.53	24,824.97	7.73
31-6-01-6204 FUEL	3,000	0.00	0.00	0.00	3,000.00	0.00
TOTAL SUPPLIES	29,905	1,145.54	1,226.50	853.53	27,824.97	6.96
OTHER SERVICES & CHARGES						
31-6-01-6210 AMBULANCE CONTRACT	114,000	0.00	28,500.00	85,500.00	0.00	100.00
31-6-01-6215 FIRST RESPONDER EXPENSES	18,000	45.00	415.50	370.50	17,214.00	4.37
31-6-01-6220 RENT EXPENSE	2,700	0.00	0.00	0.00	2,700.00	0.00
31-6-01-6236 AUDIT FEES	8,000	0.00	0.00	0.00	8,000.00	0.00
31-6-01-6254 MISCELLANEOUS	12,000	0.00	0.00	0.00	12,000.00	0.00
TOTAL OTHER SERVICES & CHARGES	154,700	45.00	28,915.50	85,870.50	39,914.00	74.20
CAPITAL						
31-6-01-6341 TRANSFER FOR ADMIN / PR	44,300	3,083.00	11,762.63	27,747.00	4,790.37	89.19
31-6-01-6351 FIRST RESPONDER VEHICLE PM	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	44,300	3,083.00	11,762.63	27,747.00	4,790.37	89.19
TOTAL NON-DEPARTMENTAL	240,220	5,170.61	44,620.84	114,471.03	81,128.13	66.23
TOTAL EXPENDITURES	240,220	5,170.61	44,620.84	114,471.03	81,128.13	66.23
REVENUE OVER/(UNDER) EXPENDITURES	0 (	4,714.09) (	42,446.41) (	114,471.03)	156,917.44	0.00

FIRST RESPONDER CALLS

PERIOD: AUGUST 1, 2014 THRU: AUGUST 31, 2014

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
8/5/14	16:19						✓						
8/6/14	11:12						✓						
8/6/14	14:12						✓						
8/6/14	20:16						✓						
8/8/14	14:49						✓						
8/9/14	07:49						✓						
8/9/14	20:16						✓						
8/9/14	20:41						✓						
8/10/14	16:34						✓						
8/11/14	07:39						✓						
8/11/14	11:49						✓						
8/11/14	14:29						✓						
8/11/14	21:02						✓						
8/12/14	10:28						✓						
8/12/14	15:04						✓						
8/12/14	18:00						✓						
8/13/14	09:06						✓						
8/13/14	11:42						✓						
8/15/14	10:50						✓						
8/16/14	14:44						✓						
8/16/14	20:54						✓						
8/18/14	11:43						✓						
8/18/14	15:48						✓						
8/19/14	12:17						✓						
8/19/14	14:36						✓						
8/19/14	15:06						✓						
8/19/14	16:38						✓						
8/19/14	21:21						✓						
8/22/14	08:21						✓						
8/22/14	09:45						✓						
8/22/14	13:18						✓						
8/22/14	21:18						✓						
8/23/14	15:08						✓						
8/24/14	16:25						✓						
8/25/14	11:28						✓						
8/25/14	11:58						✓						
8/25/14	17:25						✓						

-CONTINUED ON NEXT PAGE-

TOTAL CALLS:							51						
51													
AMOUNT DUE:	\$100.00						\$56.00						

✓-COMPENSATED RESPONSES

X-UNCOMPENSATED RESPONSES

PERIOD: AUGUST 1, 2014 THRU: AUGUST 31, 2014

[illegible][illegible][illegible]

X-UNCOMPENSATED RESPONSES

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
September 2, 2014

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:06 p.m., Council Chambers, Glenpool City Hall. Members present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Member; Patricia Agee, Member and Jennifer Ballew, Member.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Clerk/Secretary; Charles Barnes, District Treasurer. Roger Kolman, City Manager was also present.

A. Chairman Ceesay called the meeting to order at 7:06 p.m.

B. Susan White, Clerk/Secretary called the roll and Chairman, Ceesay declared a quorum present.

C. Scheduled Business:

1. Discussion and possible action to approve minutes from August 4, 2014 meeting.

MOTION: Member Agee moved, second by Vice Chairman Korb to approve the minutes as presented.

FOR: Member Fox; Member Agee; Member Ballew; Vice-Chairman Korb; Chairman Ceesay.

AGAINST: None

Motion carried.

2. Discussion and possible action to approve Fiscal Year 2014-2015 "Estimate of Needs".

Charles Barnes, District Treasurer explained that the estimate of needs tells the Excise Board how much cash is estimated to be on hand at the close of the most recent fiscal year, and demonstrates the estimated tax collections for the next fiscal year based on the Net Assessed Valuation (NAV) of the property within the GEMS service area.

MOTION: Member Agee moved, second by Vice Chairman Korb to accept to approve Fiscal Year 2014-2015 "Estimate of Needs" as presented.

FOR: Member Agee; Member Ballew; Member Fox; Vice Chairman Korb; Chairman Ceesay

AGAINST: None

Motion carried.

3. Discussion and possible action to accept the EMS Plus Activity Report for August 2014.

MOTION: Member Agee moved, second by Member Ballew to accept the activity report for August 2014.

For: Member Ballew; Member Fox; Member Agee; Vice-Chairman Korb; Chairman Ceesay.

AGAINST: None

Motion carried.

D. District Administrator Report

- Ms. White updated the Board on the status of the Audit report.
- Ms. White pointed out a few lengthy response times on the EMS Plus Activity Report and explained they were mutual aid responses outside the Area and therefore exempt from the standard response time limits set in the Ambulance Agreement.

E. Adjournment

- There being no further business, the meeting was adjourned at 7:11 p.m.

GEMS Meeting
Minutes
September 2, 2014
Page Two

Date

Chairman

ATTEST:

Clerk/Secretary



October 1, 2014

City of Glenpool
P O Box 70
Glenpool, OK 74033-0070

Enclosed, please find our report of ambulance response activity for the period of August 26th to September 30th, 2014.

During this time period, we logged 143 responses. The following is a breakdown of these responses:

| Emergency responses – 131 – 98% response time compliance.
Non-Emergency responses – 12 – response time not applicable.

Eighteen responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area. One response utilized a third ambulance.

Nine responses were outside the Glenpool response area.

Three responses had long response times. The two of these long response times were caused by the ambulance crew not hearing the pagers at night. We have since found a faulty connection in the speaker system and are working to repair the problem. In the mean time, we are using an alternate signaling system utilized by our dispatch center.

The third call with a long response time was located at the south edge of the response area. The address was not clearly marked and the address was located in a very sparsely populated area.

Should you have any questions or concerns regarding this report, please feel free to contact me.

Respectfully,

Kristie A Walton

Kristie A Walton
Owner/Manager

Log Report**Glenpool - September 2014**

History ID : 1800593

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
904 1 08/26/2014 Paramedic	185 195	Tue	Police/Fire/911 Code 3	Unit 108 Code 1	07:07 07:07 07:09 07:13 E – 6	07:25 07:48 07:58
905 1 08/26/2014 Paramedic	192 171	Tue	EMSA Code 3	Unit 103 Code 1	09:11 09:11 09:12 09:28 E – 17 #	10:06 10:20 11:00
0908 1 08/26/2014 Paramedic	192 132	Tue	Police/Fire/911 Code 3	Unit 105 Code 1	18:22 18:22 18:23 18:26 E – 4	19:03 19:24 19:46
910 1 08/26/2014 Paramedic	201 171	Tue	EMSA Code 3	Unit 103 Patient Not Transported	11:04 11:04 11:05 11:18 E – 14 #	11:57 11:57
911 1 08/26/2014 Paramedic	10 198	Tue	Nursing Home/Care Facility Code 3	Unit 107 Code 1	12:36 12:36 12:38 12:43 E – 7	12:58 13:15 13:27
906 1 08/27/2014 Paramedic	201 171	Wed	EMSA Code 1	Unit 108 Code 1	01:27 01:27 01:27 01:45 NE – 18	01:58 02:15 02:22
907 1 08/27/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	05:35 05:35 05:37 05:40 E – 5	06:14 06:31 06:50
909 1 08/27/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	11:14 11:14 11:17 11:22 E – 8	11:46 12:11 12:25
912 1 08/27/2014 Paramedic	10 189	Wed	Police/Fire/911 Code 3	Unit 107 Stand By for Fire	15:03 15:03 15:06 15:10 E – 7	15:31 15:31
913 1 08/27/2014 Paramedic	10 189	Wed	Hospital Staff Code 1	Unit 107 Code 1	16:44 16:44 16:44 17:01 NE – 17	17:31 17:52 18:12

= Outside of the Glenpool response area

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
914 1 08/27/2014 Paramedic	201 171	Wed Police/Fire/911 Code 3	Unit 108 Code 1	17:37 17:37 17:39 17:42	18:14 18:33 18:48 E – 5 @
915 1 08/27/2014 Paramedic	10 71	Wed Police/Fire/911 Code 3	Unit 107 Code 3	18:45 18:45 18:47 18:51	19:10 19:23 19:58 E – 6
916 1 08/28/2014 Paramedic	175 189	Thu Nursing Home/Care Facility Code 1	Unit 107 Code 1	09:03 09:03 09:03 09:08	09:33 09:55 10:18 NE – 5
917 1 08/28/2014 Paramedic	156 176	Thu Nursing Home/Care Facility Code 1	Unit 108 Code 1	11:56 11:56 11:56 12:01	12:29 12:45 13:04 NE – 5
918 1 08/28/2014 Paramedic	156 176	Thu Police/Fire/911 Code 3	Unit 108 Patient Not Transported	16:59 16:59 17:01 17:09	17:23 17:23 E – 10 #
919 1 08/29/2014 Paramedic	156 176	Fri Police/Fire/911 Code 3	Unit 108 Code 1	00:12 00:12 00:15 00:19	00:45 01:08 01:32 E – 7
920 1 08/29/2014 Paramedic	185 195	Fri Police/Fire/911 Code 3	Unit 108 Code 1	10:18 10:18 10:19 10:22	10:34 10:55 11:14 E – 4
921 1 08/30/2014 Paramedic	185 195	Sat Police/Fire/911 Code 3	Unit 108 Code 1	00:48 00:48 00:51 00:56	01:09 01:28 03:15 E – 8
922 1 08/30/2014 Paramedic	175 161	Sat Police/Fire/911 Code 3	Unit 107 Code 3	01:30 01:30 01:33 01:39	02:17 02:45 03:21 E – 9 #
923 1 08/30/2014 Paramedic	185 195	Sat Family/Friend Code 3	Unit 108 Code 1	07:10 07:10 07:12 07:17	07:40 08:01 08:22 E – 7

@ = Second ambulance responding

= Outside of the Glenpool response area

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants			Enroute	Availabl
Level Of Care		Dispatch Urgency	Transport Urgency	On Scene	
924 1 08/30/2014 Paramedic	185 148	Sat	Police/Fire/911 Code 3	Unit 108 Code 1	11:50 11:50 11:51 11:58 E – 8
925 1 08/30/2014 Paramedic	200 161	Sat	Hospital Staff Code 1	Unit 107 Code 1	14:19 14:19 14:19 14:36 NE – 17
926 1 08/30/2014 Paramedic	185 148	Sat	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	15:49 15:49 15:50 15:53 E – 4
927 1 08/30/2014 Paramedic	200 176	Sat	Police/Fire/911 Public Assist Code 3	Unit 107 Patient Not Transported	18:48 18:48 18:50 18:53 E – 5
928 1 08/30/2014 Paramedic	200 176	Sat	Police/Fire/911 Code 3	Unit 107 Code 1	21:30 21:30 21:32 21:37 E – 7
929 1 08/31/2014 Paramedic	200 161	Sun	Police/Fire/911 Code 3	Unit 107 Code 1	12:25 12:25 12:28 12:31 E – 6
930 1 08/31/2014 Paramedic	185 148	Sun	Family/Friend Code 3	Unit 108 Patient Not Transported	14:00 14:00 14:03 14:08 E – 8
931 1 08/31/2014 Paramedic	200 161	Sun	Nursing Home/Care Facility Code 3	Unit 107 Code 1	14:23 14:23 14:23 14:24 E – 1 @
932 1 08/31/2014 Paramedic	185 148	Sun	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	14:46 14:46 14:47 14:51 E – 5
933 1 08/31/2014 Paramedic	185 148	Sun	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	15:13 15:13 15:15 15:18 E – 5

@ = Second ambulance responding

Log Report**Glenpool - September 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Level Of Care				Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
G00144 1 09/01/2014			Mon				
934 1 09/01/2014 Paramedic	200 161		Mon	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	01:50 01:50 01:54 01:56	02:34 02:34 E – 6
935 1 09/01/2014 Paramedic	10 199		Mon	Police/Fire/911 Code 3	Unit 108 Code 1	08:53 08:53 08:55 08:56	09:18 09:34 09:51 E – 3
936 1 09/01/2014 Paramedic	200 195		Mon	Nursing Home/Care Facility Code 3	Unit 107 Code 1	12:48 12:48 12:49 12:52	13:17 13:41 14:19 E – 4
937 1 09/01/2014 Paramedic	10 199		Mon	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	15:02 15:02 15:03 15:04	15:20 15:20 E – 2
938 1 09/01/2014 Paramedic	200 195		Mon	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	15:29 15:29 15:30 15:32	16:03 16:03 E – 3 @
939 1 09/01/2014 Paramedic	200 195		Mon	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	17:51 17:51 17:53 17:59	18:35 18:35 E – 8
940 1 09/01/2014 Paramedic	10 199		Mon	Police/Fire/911 Code 3	Unit 108 Code 1	18:04 18:04 18:05 18:08	18:49 19:08 19:19 E – 4 @
941 1 09/01/2014 Paramedic	200 195		Mon	Nursing Home/Care Facility Code 3	Unit 107 Code 1	19:24 19:24 19:24 19:29	19:44 19:59 20:20 E – 5
942 1 09/01/2014 Paramedic	200 195		Mon	Police/Fire/911 Code 3	Unit 107 Code 1	20:14 20:14 20:14 20:27	20:53 21:13 21:30 E – 13 @ >

@ = Second ambulance responding

@ > = Second ambulance responding on their way back from another call

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
943 1 09/02/2014 Paramedic	10 199	Tue Police/Fire/911 Code 3	Unit 108 Patient Not Transported	00:31 00:31 00:33 00:36	00:58 00:58 E – 5
944 1 09/02/2014 Paramedic	192 132	Tue Creek County EMS Code 3	Unit 103 Code 3	10:12 10:12 10:14 10:20	10:47 11:07 11:45 E – 8
945 1 09/02/2014 Paramedic	192 132	Tue Police/Fire/911 Code 3	Unit 103 Code 1	13:43 13:43 13:43 13:46	14:07 14:29 15:03 E – 6
946 1 09/02/2014 Paramedic	193 198	Tue Police/Fire/911 Code 3	Unit 108 Code 1	17:04 17:04 17:06 17:11	17:26 17:34 17:45 E – 7
947 1 09/02/2014 Paramedic	192 132	Tue Police/Fire/911 Code 3	Unit 103 Code 1	18:36 18:36 18:39 18:42	19:10 19:31 20:15 E – 6
948 1 09/02/2014 Paramedic	193 198	Tue Police/Fire/911 Code 3	Unit 108 Code 1	20:22 20:22 20:24 20:27	20:51 21:22 21:36 E – 5 @
949 1 09/03/2014 Paramedic	185 171	Wed Police/Fire/911 Code 3	Unit 107 Code 1	11:49 11:49 11:49 11:54	12:00 12:21 12:31 E – 5
950 1 09/03/2014 Paramedic	10 198	Wed Police/Fire/911 Code 3	Unit 108 Code 1	13:36 13:36 13:38 13:41	14:02 14:23 14:41 E – 5
951 1 09/04/2014 Paramedic	10 161	Thu Police/Fire/911 Code 3	Unit 108 Code 1	07:18 07:18 07:20 07:22	07:37 08:26 08:36 E – 4
952 1 09/04/2014 Paramedic	192 132	Thu Police/Fire/911 Code 3	Unit 103 Patient Not Transported	10:35 10:35 10:36 10:38	11:24 11:24 E – 3

@ = Second ambulance responding

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants			Enroute	Availabl
Level Of Care		Dispatch Urgency	Transport Urgency	On Scene	
953 1 09/04/2014 Paramedic	192 132	Thu	Police/Fire/911 Code 3	Unit 103 Code 1	11:53 11:53 11:54 12:01 E – 8
954 1 09/04/2014 Paramedic	192 132	Thu	Police/Fire/911 Code 3	Unit 105 Patient Not Transported	15:00 15:00 15:02 15:07 E – 7
955 1 09/05/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	17:44 17:44 17:46 17:49 E – 5
955 1 09/05/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	17:44 17:44 17:46 17:49 E – 5
956 1 09/05/2014 Paramedic	175 181	Fri	Creek County EMS Code 3	Unit 107 Code 1	18:55 18:55 18:58 19:10 E – 5
957 1 09/05/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 108 Code 1	23:30 23:30 23:32 23:43 E – 13 #
958 1 09/06/2014 Paramedic	156 195	Sat	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	06:47 06:47 06:52 06:58 E – 11 *
959 1 09/06/2014 Paramedic	200 189	Sat	Police/Fire/911 Code 3	Unit 107 Code 3	13:51 13:51 13:53 13:56 E – 5
960 1 09/06/2014 Paramedic	185 148	Sat	Creek County EMS Code 3	Unit 108 Patient Not Transported	17:13 17:13 17:16 17:23 E – 10 #
961 1 09/07/2014 Intermediate	161 198	Sun	Creek County EMS Code 3	Unit 108 Code 1	12:34 12:34 12:34 12:45 E – 11 #

= Outside of the Glenpool response area

* = Long response time

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
962 1 09/07/2014 Paramedic	200 148	Sun Police/Fire/911 Code 3	Unit 107 Code 1	14:21 14:21 14:23 14:27	14:51 15:29 16:00 E – 6 @
963 1 09/08/2014 Paramedic	192 132	Mon Police/Fire/911 Code 3	Unit 103 Code 1	12:31 12:31 12:32 12:35	12:56 13:11 13:33 E – 4
964 1 09/08/2014 Paramedic	156 195	Mon Police/Fire/911 Public Assist Code 3	Unit 107 Patient Not Transported	13:30 13:30 13:32 13:37	13:59 13:59 E – 7 @
965 1 09/08/2014 Paramedic	192 132	Mon Police/Fire/911 Code 3	Unit 103 Code 1	18:16 18:16 18:18 18:24	18:46 19:08 19:33 E – 8
966 1 09/09/2014 Paramedic	201 198	Tue Police/Fire/911 Public Assist Code 3	Unit 108 Patient Not Transported	08:27 08:27 08:33 08:34	09:04 09:04 E – 7
967 1 09/09/2014 Paramedic	192 132	Tue Police/Fire/911 Code 3	Unit 103 Code 1	11:16 11:16 11:17 11:21	11:51 12:09 13:23 E – 5
968 1 09/09/2014 Paramedic	193 198	Tue EMSA Code 3	Unit 107 Code 1	13:54 13:54 13:55 14:05	14:27 15:07 16:50 E – 11 #
969 1 09/09/2014 Paramedic	193 198	Tue Police/Fire/911 Code 3	Unit 107 Code 1	17:12 17:12 17:13 17:15	17:43 18:00 18:07 E – 3
970 1 09/10/2014 Intermediate	161 199	Wed Nursing Home/Care Facility Code 1	Unit 103 Code 1	17:24 17:24 17:24 17:28	17:43 18:02 18:16 NE – 4
971 1 09/10/2014 Paramedic	201 171	Wed Police/Fire/911 Code 3	Unit 108 Code 1	18:15 18:15 18:17 18:21	18:45 19:01 19:13 E – 6

@ = Second ambulance responding

= Outside of the Glenpool response area

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
972 1 09/11/2014 Paramedic	175 189	Thu Police/Fire/911 Code 3	Unit 107 Code 1	11:25 11:25 11:28 11:31	11:45 12:11 12:38 E – 6
973 1 09/11/2014 Paramedic	156 176	Thu Police/Fire/911 Code 3	Unit 108 Code 1	11:59 11:59 12:01 12:04	12:13 12:38 12:55 E – 5 @
974 1 09/11/2014 Paramedic	192 132	Thu Police/Fire/911 Public Assist Code 3	Unit 103 Patient Not Transported	14:25 14:25 14:26 14:29	14:36 14:36 E – 4
975 1 09/11/2014 Paramedic	175 189	Thu Police/Fire/911 Code 3	Unit 107 Patient Not Transported	23:50 23:50 23:52 00:08	00:42 00:42 E – 18 & *
976 1 09/13/2014 Paramedic	175 181	Sat Police/Fire/911 Code 3	Unit 107 Code 1	04:51 04:51 04:53 04:56	05:11 05:23 05:34 E – 5
977 1 09/13/2014 Paramedic	185 198	Sat Police/Fire/911 Code 3	Unit 108 Code 3	10:24 10:24 10:25 10:28	10:42 11:03 11:30 E – 4
978 1 09/13/2014 Paramedic	185 198	Sat Police/Fire/911 Code 3	Unit 108 No Patient Found	16:31 16:31 16:32 16:37	16:41 16:41 E – 6
979 1 09/14/2014 Paramedic	200 189	Sun Police/Fire/911 Draw Blood for PD Code 1	Unit 107 Blood Draw for Police Dept.	03:07 03:07 03:16 03:23	03:47 03:47 NE – 16
980 1 09/14/2014 Paramedic	200 148	Sun EMSA Code 3	Unit 107 Code 1	17:24 17:24 17:26 17:34	17:55 18:10 18:27 E – 10 &
981 1 09/14/2014 Paramedic	200 148	Sun Police/Fire/911 Code 3	Unit 107 Code 3	20:49 20:49 20:50 20:54	21:14 21:29 22:05 E – 5

@ = Second ambulance responding

& = South of 181 St

* = Long response time

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
982 1 09/15/2014 Paramedic	200 148	Mon Police/Fire/911 Code 3	Unit 107 Patient Not Transported	04:59 04:59 05:02 05:07	05:26 05:26 E – 8
983 1 09/15/2014 Paramedic	192 195	Mon Police/Fire/911 Public Assist Code 3	Unit 108 Patient Not Transported	09:00 09:00 09:02 09:05	09:43 09:43 E – 5
984 1 09/15/2014 Paramedic	193 199	Mon Police/Fire/911 Code 3	Unit 107 Code 1	20:39 20:39 20:41 20:44	20:55 21:16 21:27 E – 5
985 1 09/16/2014 Paramedic	193 198	Tue Police/Fire/911 Code 3	Unit 107 Code 1	10:02 10:02 10:05 10:09	10:24 10:40 10:50 E – 7
986 1 09/16/2014 Paramedic	185 171	Tue Police/Fire/911 Code 3	Unit 105 Code 1	19:02 19:02 19:03 19:07	19:31 19:53 20:27 E – 5
987 1 09/16/2014 Paramedic	185 171	Tue Police/Fire/911 Code 3	Unit 107 Code 1	23:07 23:07 23:09 23:14	23:31 23:45 23:56 E – 7
988 1 09/17/2014 Paramedic	185 171	Wed Police/Fire/911 Code 3	Unit 108 Code 1	02:02 02:02 02:04 02:06	02:28 02:47 03:04 E – 4
989 1 09/17/2014 Paramedic	10 198	Wed Police/Fire/911 Code 3	Unit 107 Code 1	15:21 15:21 15:23 15:27	15:41 16:05 16:25 E – 6
990 1 09/17/2014 Paramedic	156 171	Wed Police/Fire/911 Code 3	Unit 108 Patient Not Transported	15:47 15:47 15:49 15:52	16:05 16:05 E – 5 @
991 1 09/17/2014 Paramedic	156 171	Wed Police/Fire/911 Code 3	Unit 108 Code 1	17:56 17:56 17:57 18:00	18:21 18:42 19:27 E – 4

@ = Second ambulance responding

Log Report**Glenpool - September 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
992 1 09/18/2014 Paramedic	156 176	Thu	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	13:03 13:03 13:05 13:06 E – 3	13:35 13:35
993 1 09/18/2014 Paramedic	192 71	Thu	Police/Fire/911 Code 1	Unit 103 Code 1	18:08 18:08 18:10 18:14 NE – 6	18:52 19:14 19:29
994 1 09/18/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	22:25 22:25 22:27 22:33 E – 8	23:00 23:00
995 1 09/19/2014 Paramedic	175 189	Fri	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	00:22 00:22 00:24 00:27 E – 5	00:41 00:41
996 1 09/19/2014 Paramedic	156 176	Fri	Police/Fire/911 Code 3	Unit 108 Code 1	04:23 04:23 04:26 04:31 E – 8	04:46 05:03 05:15
997 1 09/19/2014 Paramedic	175 181	Fri	Police/Fire/911 Code 3	Unit 107 Code 1	14:09 14:09 14:12 14:16 E – 7	14:39 14:59 15:12
998 1 09/19/2014 Paramedic	175 181	Fri	Police/Fire/911 Code 3	Unit 107 Code 1	23:20 23:20 23:22 23:25 E – 5	23:47 23:59 00:20
999 1 09/20/2014 Paramedic	156 195	Sat	EMSA Code 3	Unit 108 Code 1	07:18 07:18 07:25 07:34 E – 16 #	08:21 08:45 09:32
1000 1 09/20/2014 Paramedic	200 148	Sat	Police/Fire/911 Code 3	Unit 108 Code 1	17:52 17:52 17:54 17:55 E – 3	18:11 18:24 18:44
1001 1 09/21/2014 Paramedic	200 148	Sun	Nursing Home/Care Facility Code 3	Unit 108 Code 1	03:35 03:35 03:38 03:42 E – 7	03:55 04:16 04:30

= Outside of the Glenpool response area

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
1002 1 09/21/2014 Paramedic	200 148	Sun Police/Fire/911 Code 3	Unit 108 Code 1	10:13 10:13 10:16 10:19	10:29 10:49 11:08 E – 6
1003 1 09/21/2014 Intermediate	161 189	Sun Police/Fire/911 Code 3	Unit 107 Code 1	10:45 10:45 10:46 10:49	11:17 11:40 12:05 E – 4 @
1004 1 09/21/2014 Intermediate	161 189	Sun EMSA Code 1	Unit 107 Code 1	16:48 16:48 16:48 17:14	17:33 17:54 18:09 NE – 26
1005 1 09/21/2014 Paramedic	200 148	Sun Police/Fire/911 Code 3	Unit 108 Code 1	21:50 21:50 21:52 21:55	22:28 22:49 23:17 E – 5
1006 1 09/22/2014 Paramedic	200 148	Mon Police/Fire/911 Code 3	Unit 108 Cancelled Enroute	00:28 00:28 00:28 00:31	00:59 00:59 E – 3
1007 1 09/22/2014 Paramedic	200 148	Mon Police/Fire/911 Code 3	Unit 108 Patient Not Transported	07:25 07:25 07:28 07:32	07:47 07:47 E – 7
1008 1 09/22/2014 Paramedic	193 199	Mon Police/Fire/911 Code 3	Unit 107 Code 1	18:21 18:21 18:22 18:27	18:42 19:06 19:22 E – 6
1009 1 09/22/2014 Paramedic	193 199	Mon Police/Fire/911 Code 3	Unit 107 Code 1	20:33 20:33 20:34 20:35	20:49 21:07 22:29 E – 2
1010 1 09/23/2014 Paramedic	193 199	Tue Police/Fire/911 Code 3	Unit 107 Code 1	03:15 03:15 03:18 03:22	03:37 03:45 03:57 E – 7
1011 1 09/23/2014 Paramedic	200 195	Tue Police/Fire/911 Code 3	Unit 108 Patient Not Transported	05:19 05:19 05:22 05:26	05:40 05:40 E – 7

@ = Second ambulance responding

Log Report**Glenpool - September 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
Level Of Care				Dispatch Urgency	Transport Urgency		
1012 1 09/23/2014 Paramedic		200 195	Tue	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	06:40 06:40 06:43 06:45 E – 5	07:06 07:06
1013 1 09/23/2014 Intermediate		176 148	Tue	EMSA Code 1	Unit 103 Code 1	12:15 12:15 12:15 12:36 NE – 21	12:58 13:21 13:37
1014 1 09/23/2014 Paramedic		193 195	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	12:46 12:46 12:49 12:52 E – 6	13:12 13:32 14:08
1015 1 09/23/2014 Paramedic		193 71	Tue	Nursing Home/Care Facility Code 3	Unit 107 Code 1	18:48 18:48 18:50 18:53 E – 5	19:12 19:32 19:51
1016 1 09/24/2014 Paramedic		193 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	10:49 10:49 10:51 10:52 E – 3	11:07 11:19 11:30
1017 1 09/24/2014 Paramedic		10 161	Wed	Police/Fire/911 Code 3	Unit 108 Code 3	12:53 12:53 12:53 12:56 E – 3	13:25 13:42 14:18
1018 1 09/24/2014 Paramedic		193 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	14:11 14:11 14:14 14:15 E – 4 @	14:34 14:50 15:00
1019 1 09/24/2014 Paramedic		193 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	15:07 15:07 15:07 15:21 E – 15 >	15:35 16:05 16:40
1020 1 09/24/2014 Paramedic		193 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	17:44 17:44 17:45 17:49 E – 5	18:11 18:32 18:42
1021 1 09/24/2014 Paramedic		10 71	Wed	Police/Fire/911 Code 3	Unit 108 Code 3	17:50 17:50 17:50 17:57 E – 7 @	18:17 18:45 19:23

@ = Second ambulance responding

> = Responding on the way back from another call

Log Report**Glenpool - September 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
1022 1 09/24/2014 Intermediate	161 199	Wed Family/Friend Code 3	Unit 103 Code 1	18:22 18:22 18:23 18:29	18:45 19:09 19:25 E – 7 @
1023 1 09/24/2014 Paramedic	193 171	Wed Police/Fire/911 Code 3	Unit 107 Code 1	19:12 19:12 19:14 19:17	19:26 19:49 19:59 E – 5 %
1024 1 09/25/2014 Paramedic	193 199	Thu Police/Fire/911 Code 3	Unit 107 Code 1	06:09 06:09 06:12 06:17	06:37 06:55 07:05 E – 8
1025 1 09/25/2014 Paramedic	156 176	Thu Police/Fire/911 Code 3	Unit 105 Code 1	18:43 18:43 18:45 18:50	19:12 19:35 19:59 E – 7
1026 1 09/26/2014 Paramedic	200 148	Fri Hospital Staff Code 1	Unit 105 Code 1	11:30 11:30 11:30 11:58	12:24 12:40 12:58 NE – 28
1027 1 09/26/2014 Paramedic	175 181	Fri Nursing Home/Care Facility Code 1	Unit 107 Code 1	13:53 13:53 13:57 14:01	14:22 14:44 15:03 NE – 8
1028 1 09/26/2014 Paramedic	200 181	Fri Police/Fire/911 Code 3	Unit 105 Code 1	15:21 15:21 15:22 15:27	15:45 16:03 16:22 E – 6
1029 1 09/26/2014 Paramedic	175 161	Fri Police/Fire/911 Code 3	Unit 107 Code 1	15:36 15:36 15:36 15:44	16:07 16:35 16:55 E – 8 @
1030 1 09/26/2014 Paramedic	156 195	Fri Police/Fire/911 Code 3	Unit 108 No Patient Found	21:34 21:34 21:34 21:40	21:48 21:48 E – 6
1031 1 09/27/2014 Paramedic	200 181	Sat Police/Fire/911 Code 3	Unit 107 Code 1	07:54 07:54 07:56 07:58	08:14 08:25 08:43 E – 4

@ = Second ambulance responding

% = Third ambulance responding

Log Report**Glenpool - September 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
1032 1 09/27/2014 Paramedic	185 148	Sat	Police/Fire/911 Code 3	Unit 108 Code 1	22:08 22:08 22:09 22:12	22:33 22:52 23:13 E – 4
1033 1 09/28/2014 Paramedic	200 189	Sun	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	02:13 02:13 02:16 02:20	02:42 02:42 E – 7
1034 1 09/28/2014 Paramedic	200 148	Sun	Police/Fire/911 Code 3	Unit 107 Code 1	17:09 17:09 17:12 17:14	17:33 17:57 19:08 E – 5
1035 1 09/28/2014 Intermediate	161 71	Sun	Police/Fire/911 Code 3	Unit 108 Code 1	17:54 17:54 17:57 18:00	18:22 18:42 19:10 E – 6 @
1036 1 09/29/2014 Paramedic	200 148	Mon	Police/Fire/911 Code 3	Unit 107 Code 1	06:21 06:21 06:24 06:27	06:43 07:00 07:17 E – 6
1037 1 09/29/2014 Paramedic	193 199	Mon	Police/Fire/911 Code 3	Unit 107 Code 1	16:56 16:56 16:58 17:01	17:24 17:46 18:40 E – 5
1038 1 09/29/2014 Intermediate	161 198	Mon	Police/Fire/911 Code 3	Unit 103 Patient Not Transported	18:32 18:32 18:34 18:37	18:53 18:53 E – 5 @
1039 1 09/30/2014 Paramedic	193 199	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	00:23 00:23 00:31 00:35	00:45 00:57 01:05 E – 12 *
1040 1 09/30/2014 Paramedic	193 199	Tue	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	03:45 03:45 03:48 03:53	04:03 04:03 E – 8
1041 1 09/30/2014 Paramedic	10 198	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	08:47 08:47 08:49 08:51	09:20 09:40 09:50 E – 4

@ = Second ambulance responding

* = Long response time

Log Report**Glenpool - September 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
Level Of Care				Dispatch Urgency	Transport Urgency		
1042 1 09/30/2014 Paramedic		10 198	Tue	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	14:54 14:54 14:55 14:58	15:21 15:21 E - 4
1043 1 09/30/2014 Paramedic		10 198	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	16:52 16:52 16:54 16:56	17:21 17:37 18:10 E - 4
1043 1 09/30/2014 Paramedic		10 198	Tue	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	16:52 16:52 16:54 16:56	18:10 17:21 E - 4
1044 1 09/30/2014 Intermediate		176 148	Tue	Other Code 3	Unit 108 Code 1	16:58 16:58 16:58 16:58	17:26 17:53 19:00 E - 0 @
1045 1 09/30/2014 Paramedic		185 171	Tue	Police/Fire/911 Code 3	Unit 103 Code 1	20:25 20:25 20:26 20:27	20:43 21:05 22:15 E - 5
1046 1 09/30/2014 Paramedic		10 198	Tue	Creek County EMS Code 3	Unit 107 Code 1	21:57 21:57 21:59 22:02	22:27 22:49 23:25 E - 5 @

Total For All

@ = Second ambulance responding

Total Calls: 143