



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on December 4, 2023, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, DECEMBER 4, 2023.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation – Rick Tabisz - King of Kings Lutheran Church**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Recognition of Keith Robinson, OML 25 Years of Service Award - Joyce G. Calvert, Mayor**
- F) **Management Report**
 - 1) [CM Report.12042023](#)
- G) **Mayor Report – Joyce G. Calvert, Mayor**

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H) **Council Comments**

I) **Public Comments**

J) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

- 1) Minutes from November 6, 2023 meeting. 32 - 37
[City Council Regular Meeting - 06 Nov 2023 - Minutes - Html](#)
- 2) Request to apply for an Oklahoma Department of Commerce Energy Efficiency Lighting Retrofit Program reimbursement grant in the amount of \$134,917.26 for the Glenpool Conference Center and City Hall. 38 - 53
[Energy Efficiency Grant](#)
- 3) Budget Amendment CITY-06 for FY23-24 appropriating donations and proceeds from the sale of vehicles to be used for police equipment and holiday party expenses. 54 - 55
[Budget Amendment City-06](#)
- 4) Memorandum of Understanding between the City of Tulsa on behalf of the Tulsa Police Department (TPD) and the City of Glenpool on behalf of the Glenpool Police Department (GPD), for the use and information dissemination of the TPD Northeast Oklahoma Regional National Integrated Ballistic Information Network (NIBIN) Program. 56 - 61
[NIBIN](#)
- 5) Refurbishment of the 2011 Pierce and 2000 E-One fire apparatus, and purchase the loose equipment needed for these vehicles not to exceed \$1,000,000 from the Move Glenpool Forward Fund as approved in the Fiscal Year 2023-2024 budget. 62 - 106
[Pumper Rebuilds](#)
- 6) Resolution No. 2023014, a Resolution of the Governing Body of the City of Glenpool approving a Lease Purchase Agreement for Equipment between the City of Glenpool and Community First National Bank, subject to mutual ratification and appropriation of funds by the City each fiscal year during the term of the agreement. 107 - 155
[Resolution 2023014 Fire Truck Equipment Financing](#)
[Glenpool OK - Contract - Revised 11-30-23](#)
- 7) Budget Amendment CITY-07 for FY23-24, decreasing the Public Safety Capital Revenue Budget for Capital Lease Proceeds by \$171,700, and increasing the Public Safety Capital Revenue budget for Transfer from Fund Balance by \$171,700. 156 - 157
[Budget Amendment City-07](#)

K) **Consideration and appropriate action relating to items removed from the Consent Agenda**

L) **Scheduled Business**

- 1) Discussion and possible action to select an option for the Kendalwood Park North Equipment and Shade Structures and approve the purchase of selected equipment and/or shade structures. 158 - 164
(Jesse Hale, Public Works Director)
[Kendalwood North Park](#)

M) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on December 1, 2023, by 11:30 am.

Signed: Wendy Knight
City Clerk

City Manager's Report

December 4, 2023



City Of
Glenpool
Creating Opportunity

Human Resources

Open Positions

We currently have 11 open positions. These vacancies include those new positions approved in the FY2023-2024 budget.

- Public Works: 5 Positions
 - Water & Sewer Laborer – Interviews ongoing
 - Streets & Parks Laborer – Offer extended; Waiting on pre-employment testing
 - Seasonal Streets and Parks Laborers (3) – Will post in March 2024
- Police Department: 3 Positions
 - Police Officer (2)
 - Chief's Interview – 12/5/2023
 - Dispatch (1) – To be advertised
- Finance: 1 Position
 - Finance Director - Advertised
- Administration: 2 positions
 - City Clerk – Advertised internally
 - IT Director

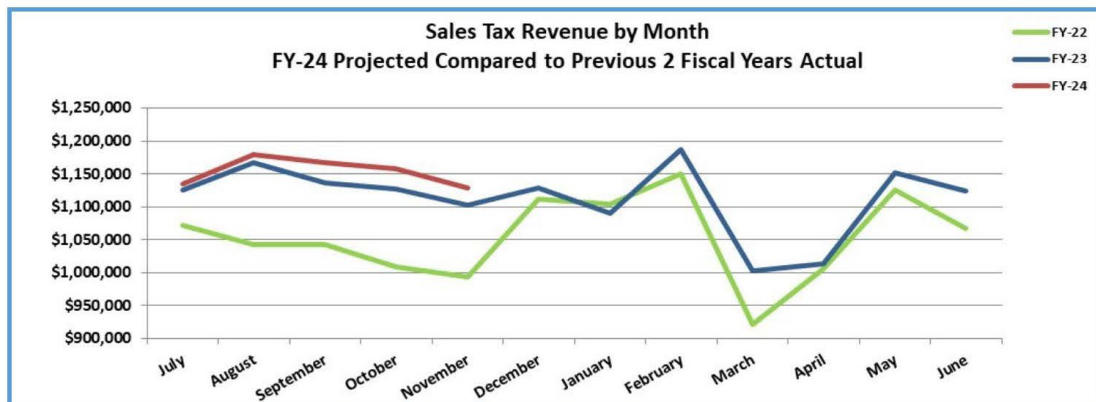
Projects and Training

- Participated in the following training classes:
 - TAHRA Employment Law and Practices Seminar
 - OMHRP - FMLA Workshop
 - Glenpool Chamber of Commerce – Medicare Seminar

Finance

SALES TAX

FY24 Combined Sales Tax for all funds in November totaled \$1,128,880, 2.4% higher than FY23 revenues for the same period. Further details on November financial results will be reported next month after the November accounting period is closed.



GENERAL FUND REVENUES

FY24 General Fund year-to-date revenues in October totaled \$5,731,395, approximately \$419,754 or 7.9% higher than FY23 revenues for the same period. The change is primarily due to a 231.2% increase in investment income combined with a 3.0% increase in total tax revenues compared to October FY23.



GENERAL FUND EXPENDITURES

FY24 General Fund year-to-date expenditures in October totaled \$4,852,367, approximately \$696,072 higher than FY23 expenditures YTD, an increase of 16.7% for the same period. Increased wage costs combined with higher transfers to the GIA contributed to the increase (incentives paid to developers and retailers are funded through sales tax transfers from the General fund to the GIA). However, overall spending is 24.3% under budget YTD.

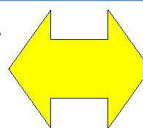


REPORT LEGEND

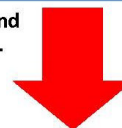
Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS



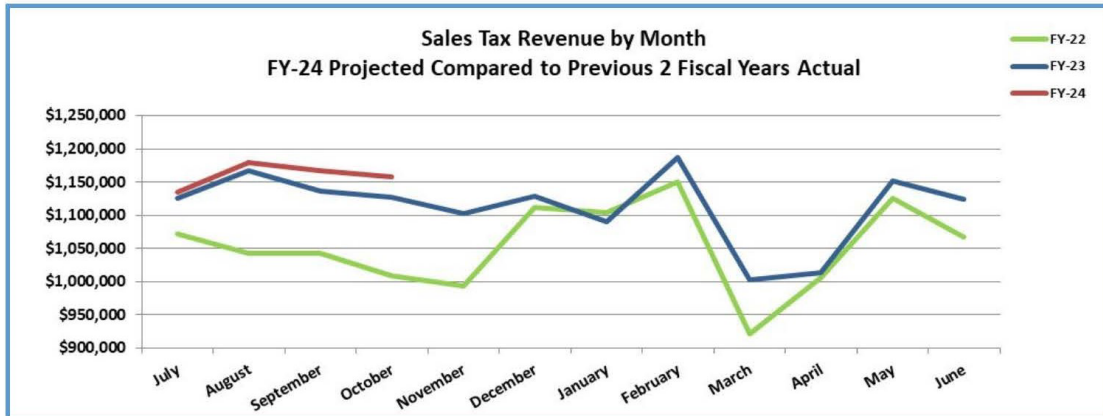
FY24 Sales Tax collections year-to-date in October were 2.3% above budget, and also 1.8% higher than FY23 collections for the same period.

Fiscal Year Ending June 30, 2024

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	REVISED BUDGET	FY2024 ACTUAL	AMT INC/(DEC)	FY2024 ACTUAL	FY2023 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,142,094	\$ 1,134,751	\$ (7,343)	\$ 1,134,751	\$ 1,125,530	\$ 9,221	-0.6%	0.8%
August	\$ 1,148,637	1,179,694	31,057	1,179,694	1,167,026	12,667	2.7%	1.1%
September	\$ 1,132,475	1,167,426	34,951	1,167,426	1,136,626	30,800	3.1%	2.7%
October	\$ 1,110,095	1,157,352	47,257	1,157,352	1,126,462	30,891	4.3%	2.7%
November	\$ 1,089,369			-	1,102,424			
December	\$ 1,164,263			-	1,128,358			
January	\$ 1,140,534			-	1,090,804			
February	\$ 1,214,932			-	1,187,747			
March	\$ 999,718			-	1,002,690			
April	\$ 1,049,085			-	1,012,534			
May	\$ 1,183,624			-	1,151,247			
June	\$ 1,138,469			-	1,123,707			
TOTAL	\$ 13,513,295	\$ 4,639,223	\$ 105,922	\$ 4,639,223	\$ 13,355,155	\$ 83,578	2.3%	1.8%

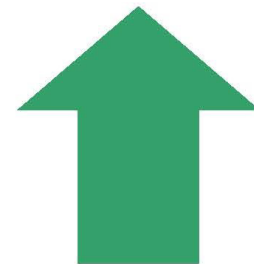
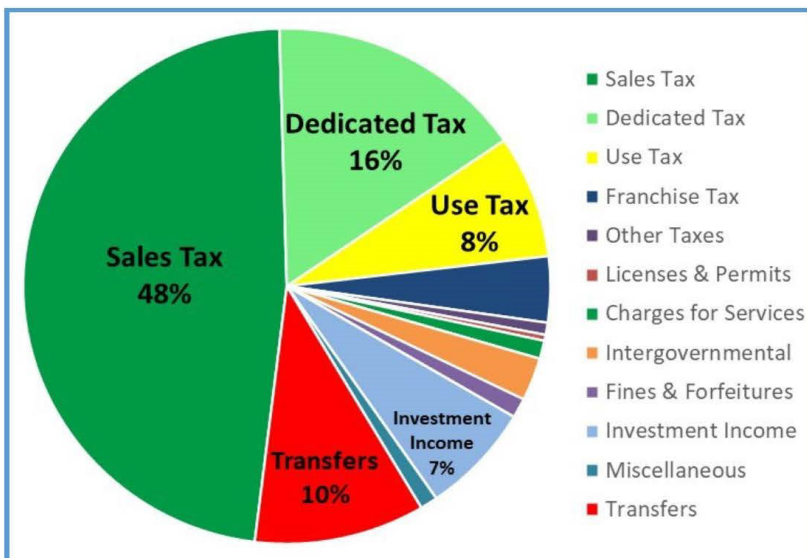
Y-T-D Budget \$ 4,533,300
Y-T-D Actual 4,639,223
Y-T-D Variance 105,922
Y-T-D % Var 2.3%

Prior Year \$ 4,555,644
Y-T-D Actual 4,639,223
Y-T-D Variance 83,578
Y-T-D % Var 1.8%



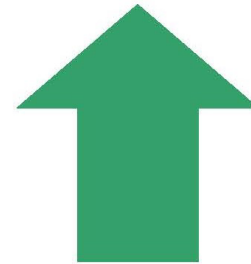
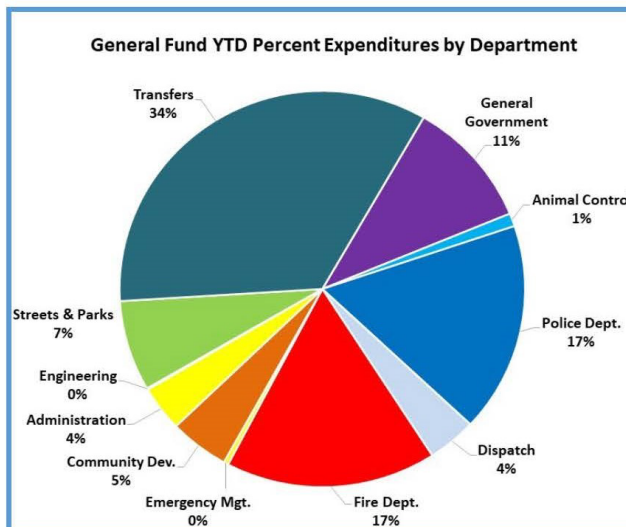
GENERAL FUND REVENUES

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Sales Tax	\$ 2,666,602	\$ 2,728,791	\$ 62,189	\$ 2,679,630
Dedicated Tax	888,867	\$ 909,752	20,884	893,362
Use Tax	411,483	\$ 441,659	30,176	382,931
Franchise Tax	200,000	\$ 236,943	36,943	238,076
Other Taxes	42,833	\$ 43,700	867	40,374
Licenses & Permits	22,433	\$ 21,447	(986)	27,971
Charges for Services	114,465	\$ 65,245	(49,220)	78,517
Intergovernmental	115,880	\$ 154,407	38,526	106,606
Fines & Forfeitures	70,333	\$ 70,619	286	65,240
Investment Income	33,333	\$ 397,397	364,064	119,982
Miscellaneous	13,460	\$ 61,436	47,975	74,152
Transfers	600,000	600,000	-	604,800
Totals	\$ 5,179,691	\$ 5,731,395	\$ 551,704	\$ 5,311,641
Over (Under) Budget year to date:		10.7%		
Increase (Decrease) over prior year:		7.9%		



GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget Under/(Over)	YTD FY23 Actual
General Government	\$ 516,210	\$ 507,391	\$ 8,819	\$ 416,074
Animal Control	55,201	51,275	3,926	49,150
Police Dept.	927,189	830,847	96,343	641,859
Dispatch	206,306	189,664	16,642	163,377
Fire Dept.	1,018,520	816,120	202,400	712,965
Emergency Mgt.	26,498	18,041	8,457	1,277
Community Dev.	307,452	231,303	76,149	233,775
Administration	263,846	178,989	84,857	183,614
Engineering	71,433	5,480	65,953	-
Streets & Parks	589,456	358,644	230,813	260,843
Transfers	2,425,777	1,664,614	761,163	1,493,362
Totals	\$ 6,407,890	\$ 4,852,367	\$ 1,555,523	\$ 4,156,294
Under (Over) Budget year to date:		24.3%		
Increase over prior year:		16.7%		



GLENPOOL UTILITY SERVICES AUTHORITY REVENUES YEAR-TO-DATE

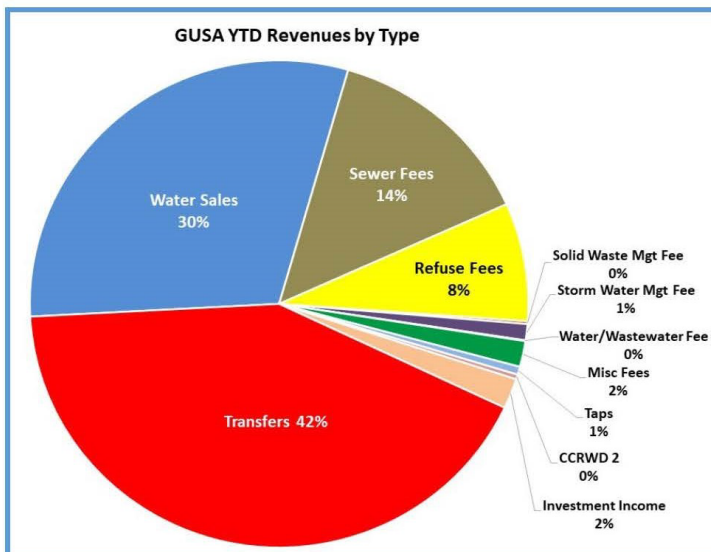
	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Water Sales	\$ 1,133,333	\$ 1,085,251	\$ (48,082)	\$ 1,124,016
Sewer Fees	533,333	494,749	(38,584)	509,105
Refuse Fees	308,333	280,998	(27,336)	274,801
Solid Waste Mgt Fee	7,333	6,680	(653)	6,572
Storm Water Mgt Fee	42,000	38,286	(3,714)	37,676
Water/Wastewater Fee	967	1,950	983	1,047
Misc Fees	47,500	61,285	13,785	50,702
Taps	18,333	19,200	867	15,550
CCRWD 2	10,500	11,336	836	9,571
Investment Income	35,000	71,504	36,504	21,461
Transfers	1,469,137	1,509,752	40,615	1,493,362
Totals	\$ 3,605,770	\$ 3,580,992	\$ (24,779)	\$ 3,543,861

Over (Under) Budget year to date:

-0.7%

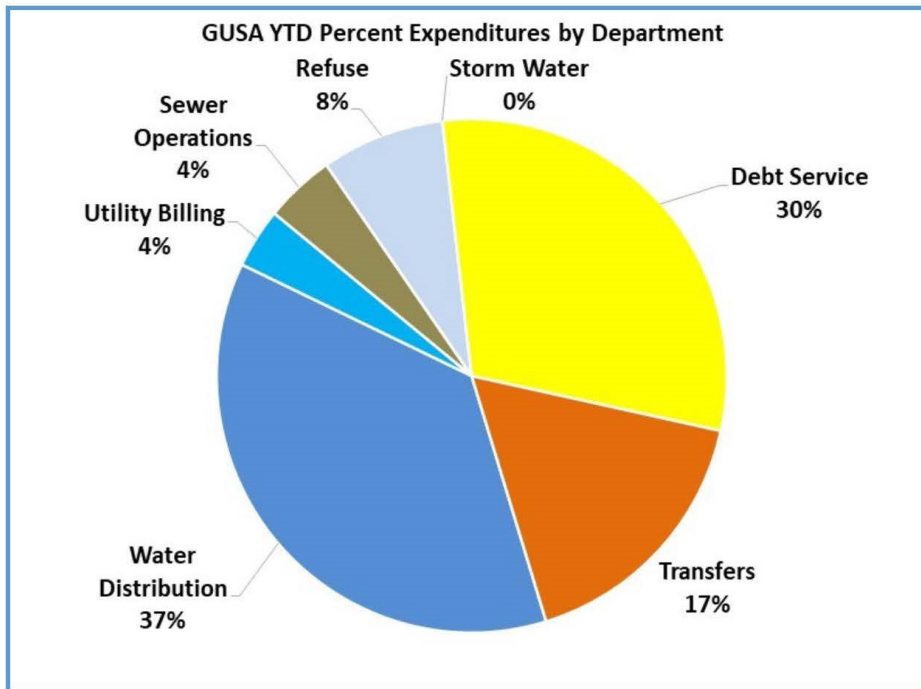
Increase over prior year:

1.0%



GLENPOOL UTILITY SERVICES AUTHORITY EXPENSES YEAR-TO-DATE

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget (Over)/Under	YTD FY23 Actual
Water Distribution	\$ 1,158,021	\$ 1,313,315	\$ (155,294)	\$ 922,320
Utility Billing	129,555	134,575	(5,020)	118,996
Sewer Operations	315,914	158,083	157,830	-
Refuse	258,667	278,653	(19,986)	196,274
Storm Water	187,333	-	187,333	-
Debt Service	977,954	1,078,364	(100,410)	982,817
Transfers	600,000	600,000	-	600,000
Totals	\$ 3,627,444	\$ 3,562,990	\$ 64,454	\$ 2,820,407
Under (Over) Budget year to date:		1.8%		



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$5,731,395	\$4,852,367	\$879,028
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$3,580,992	\$3,562,990	\$18,002
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$403,858	\$308,135	\$95,723
STREETS & INFRASTRUCTURE FUND	\$296,014	\$23,804	\$272,210
PUBLIC SAFETY CAPITAL FUND	\$605,522	\$584,572	\$20,950
PUBLIC SAFETY PERSONNEL FUND	\$560,813	\$484,406	\$76,407
CAPITAL FUND	-	-	-
ARPA FUND	-	\$786,698	<\$786,698>
PARKS AND RECREATION FUND	\$6,350	-	\$6,350
HOTEL FUND	\$88,337	\$88,337	-

Development Services

Listed below are current development related activities within the City of Glenpool **through the month of November 2023**. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75. Estimated completion late January 2024.
2. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St. Estimated completion January 2024.
3. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave. Estimated completion late December 2023.
4. **Beehive Phase II** – A Site Plan application for Phase II of the Beehive Care Facility located at 12570 Vancouver Ave. Estimated completion March 2024.
5. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition. Estimated completion February 2024.
6. **Miller Tippens** – A Site Plan application for a 5,000sf addition to an existing building located at 437 E 141st St. S. Estimated completion date January 2024.

Commercial/Industrial Occupancy Permits Issued in November:

1. **B-Line Motors (14733 S Casper) – Auto Sales**
2. **Integrity Party Supply (1161 E 151st St #105) – Part Supplies Sales**
3. **Garage Office - Mammoth Luxury Garage Condos (16571 S. Broadway St. Unit B4) – Private Garage Office**

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.

2. **South 75 Business Park** – 2.5-acre site near northwest and northeast corner of 166th Street South and South Broadway Street. The owner is clearing, grading and installing drainage improvements to serve the area.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.

Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	The Pines	31	0	31	0
2	Glen Hills I (Phase 1-6)	84	0	82	2
3	Glen Hills II (Phase 7-11)	78	34	28	16
4	Scissortail	88	7	37	44
5	Redbud Glen	74	0	16	58
6	Twin Ponds	25	1	1	23
	Totals	380	42	192	146

Planning Applications Under Review:

- A. Annexation(s): No New Applications
- B. Comprehensive Plan Amendment(s): No New Applications
- C. Zone Amendment(s): No New Applications
- D. Planned Unit Development (PUD):
 1. **S75 Business Park (PUD 42B)** – A proposed major amendment to the PUD 42B regulations to allow a campground within the PUD 42B boundaries.
- E. Subdivision Plat(s):
 1. **Carson Trails** – A subdivision plat for Phase I of Carson Trails PUD-43. The plat consists of 82 residential lots and four (4) reserve areas.
- F. Lot Split Application(s): No New Applications

G. Site Plan Applications:

1. **C & C Office Complex** – A Site Plan review of a proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.
2. **State Farm Office – Marvin Manns** – A Site Plan review of a proposed office building located at 201 E 141st St.

H. Specific Use Permits: No New Applications

I. Variance(s): No New Applications

Approved Projects Not Under Construction

1. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
2. **By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
3. **Carson Trails** – A 497-lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
4. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
5. **Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
6. **C & C Office Park** – A Preliminary and Final Plat to subdivide a 1.26-acre site into two (2) lots located at 459 E 151st St. South
7. **Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued November 2023	2
New Commercial Permits Issued November 2023	0
Current Active Residential Permits	55
Current Active Commercial Permits	7
Residential Permits thru November 2022	67
Residential Permits thru November 2023	51
Commercial Permits thru November 2022	7
Commercial Permits thru November 2023	0
Assessment Letters Issued in November 2023	0
Total Assessment Letters Issued in 2023	13

Code Enforcement Activity for **November 2023**

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	1,164			
Open public nuisance cases through November 2023	64			
CODE ENFORCEMENT CASES	Aug	Sept	Oct	Nov
	82	92	101	84
High grass:	16	33	32	3
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	1	7	4	5
Nuisance abatements (contractor):	1	1	-0-	-0-
Notices issued for residents with no water service:	-0-	-0-	2	1
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	46	29	44	61
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	7	9	11	7
Dilapidated structures/property notices:	-0-	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	1	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	4	1	2	3
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	10	4	6	3
Stagnant water causing mosquito issues:	1	2	-0-	-0-
Pest issue:	2	1	-0-	-0-
Dilapidated fencing:	1	3	-0-	1
Noxious odor:	1	-0-	-0-	-0-

Public Works

The following details of all work completed between October 28, 2023 – November 24, 2023

Streets

- Crack sealed – NONE
- Filled potholes – 126th & Yukon, 141st and Elwood, Birch from 147th to 148th,
- Fixed downed streets signs – Stop Sign at 141st & Elwood
- Cleaned storm drains – various areas
 - 150th & Vancouver
 - 150th & Waco
 - 150th & Xenophon
- Picked up trash around town.
- Weeded
 - 151st SB exit ramp along fence line
 - Morris Park along small creek
- Trimmed trees
 - 126th east of 33rd West
 - Lambert Park
 - Morris Park
- Ongoing inspections for Road Projects
- Spread millings on Morris Park drive

Parks

- Black Gold
 - Contractor began hanging Christmas lights in park.
- Kendalwood North
 - Watered new sod laid during drainage project.
- Kendalwood South
 - Playset has arrived at Vendor for late January installation.
- Lambert
 - Park Bridge is still closed, getting quotes to have it removed.
 - Preliminary ¾ mile trail cut into woods north of the creek.
- Morris
- Rolling Meadows
- South County Soccer
 - Winterized irrigation system & building.
- Picked up trash and emptied trash cans daily at all city parks.
- Community

- Assisted PD with boarding up damaged house before storm.
- Installed Christmas decoration along 141st

Facilities Maintenance

- Completed biannual inspection of all city-owned permanent generators. (EPS)
- Monitored the installation of the new generator at EMSA building. Unit is in, but no electrical has been done.
- Completed annual inspection of all city-owned fire extinguishers. (OTIS)
- Replaced all weather stripping on doors at the senior building.
- Outstanding Projects:
 - The north waterfall pump at city hall is out of service. Replacement pump is pending.
 - An RFQ for AC Maintenance program throughout the city has been issued. Three responses have been received.

Wastewater Treatment Plant:

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Grinder shaft is in the shop.
- Blower #1 is down AGAIN and needs repaired. Automatic Engineering installed a new VFD but it blew up immediately upon powering it up. They are looking for replacement parts.
- Blower #3 VFD is down and needs repaired.

Lift Stations:

- Mowed, weeded, and sprayed (where needed)
- Inspected all lift stations
- The odor abatement system at Newman LS has helped but with the arrival of the new vac trailer, the lift station will get a long overdue cleaning. Hopefully this will help odor reduction further.
- Trimmed trees around all lift stations and at the river outfall
- Speedy's lift station will receive a new battery backup and HMI by the end of the month
- Shell lift station will receive a new junction box and have the wiring to the pumps and floats reconfigured. The existing j-boxes are corroded and failing.

Distribution:

- 694 Utility locates
- 119 service orders completed for the utility office
- 98 turn offs for non-payment – from 2023-10-31 and missed last report
- 0 turns offs for non-payment – scheduled for 2023-11-28
- 18 lock outs for non-payment – from 2023-11-02 and missed last report

- 0 lock outs for non-payment – scheduled for 2023-11-30
- Performed monthly meter reads and with 15 bad registers
- 4 leaks repaired (2 repairs pending)
- 0 meters set (0 residential, 0 commercial)
- 27 pending meter sets (26 residential, 1 commercial)
- Monthly water samples taken and passed
- Triennial Lead Copper Tap Monitoring test was performed and passed
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 0 possible sewer backup(s)
- Diagnosed 10 hydrants, put 2 back in service and ordered parts for others.
- 2 fire hydrants were raised to grade
- 4 water operators took and passed the C level Water and Waste Water exams
- Booster Pump station on US75 at 131st has had it's pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.
- New Vacuum Trailer is set to be operational by December 1st.
- New service truck has returned from the outfitter and in service

Misc:

- Our new Pipe Hunter arrived November 28th and the staff received preliminary training on the unit.
- The Chevrolet 3500 pickup that is on order from this year's budget should be arriving in December.





Our distribution crew repairing care of various leaks around town.



Engineering

Introduction

This report summarizes the activities of the engineering department and infrastructure projects in the City of Glenpool during November.

Wastewater Treatment Plant (WWTP)

The City of Glenpool received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

Project Program Management Summary

Consultant/Project Program Manager (PPM)	S2E Engineering PLLC
Task	Progress (percentage)
Project Administration	14%
Design Consultant Selection Phase	100%
Regulatory Approval/Permits	4%
Public Communication Phase	4%
Detailed Design Phase	16%
Bidding Phase	0%
Construction Phase	0%
New Site Property and Topographic Survey	87%
Site Flood Plain Permitting NoRise Analysis	79%
Conditional Letter of Map Revisions (CLOMR), if needed	0%
Letter of Map Revisions (LOMR), if needed	0%
Environmental Information Document	67%
ARPA Grant Administration Coordination	2%

Professional Engineering Design

Engineering design is currently in progress. Garver has presented two (2) draft Technical Memoranda (TM) covering Disinfection and Dewatering Alternatives. The Screw Press has been determined to be the suitable dewatering technology. Based on the evaluation, findings, cost and safety analysis, the Ultra-Violet (UV) disinfection alternative is the suitable technology for disinfection in this WWTP project. The Consultant and City's representatives have reviewed the proposed Administrative Building and site layout for the proposed WWTP. The City's project team is scheduled to meet with supplier of SBR technologies to evaluate SBR technologies. These meetings are scheduled for the 3rd week in December 2023.

2023 Street Maintenance and Stormwater Structure Improvement Project

This project is the 2023 Street maintenance and stormwater structure improvements project involving street paving repairs, overlays, and stormwater structure improvements within the city of Glenpool. This project consists of two phases. Phase I was approved by the council on May 15, 2023, with a total of 285,500. Phase II was approved by the council on July 17, 2023, with a total of 318,700. This project has experienced delays, due to weather conditions, and the contractor's acquisition by another company. The engineering department is actively overseeing the project timeline and maintaining regular communication with the contractor to guarantee the project's successful completion.

Project Summary

Contractor	Dunham Asphalt Services
Advertised For Bid	April 1 2023
Notice to Proceed	August 8 2023
Planned Final Completion	October 14, 2023 (Behind Schedule)
Actual Estimated Completion Date	December 9, 2023
Total Project Cost (Phase I&II)	\$604,200 (Excluding Change Order)

The interlocal street overlay project is a joint effort by the City of Glenpool, the City of Jenks, and Tulsa County. The project is located on Elwood from 121st street to 131st street, 131st street from Elwood St to Peoria St, and 141st street from Peoria St. to Lewis St. This overlay project is now complete. The City's Cost share of this project is \$75,000.00 .

Kendalwood North Park Drainage Improvement Project

This project involves addressing the drainage issues in the Kendalwood North Park. This project has been completed. The play set equipment is scheduled to be installed in January 2023.

Stormwater Management Program

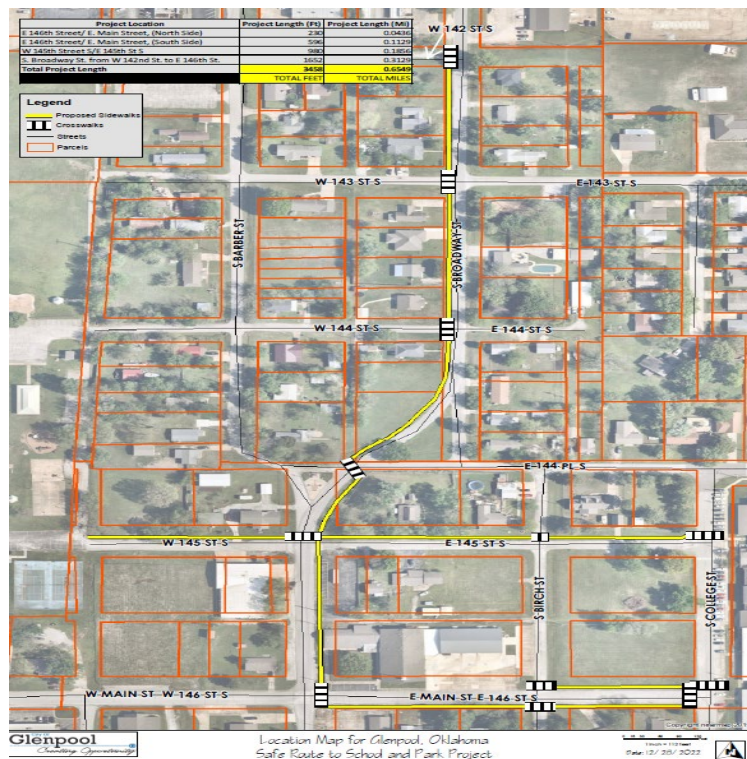
Organized stormwater management training for City Staff in conjunction with Blue Thumb. The presentation was made by Cheryl Cheadle and two volunteers and a member of the Oklahoma Conservation Commission. This training was informative and had a good attendance. This training fulfils the local education requirements of the Stormwater Program for the City of Glenpool. Staff are taking the initiative to emphasize public outreach and training as it relates to stormwater management.

Glenpool Safe Route To School Project

This project provides an ADA compliant sidewalk network from the Glenpool Public School to Black Gold Park. The City of Glenpool has entered a contract with ODOT to fund this project under the TAP3-8104 DOT Agreement. Consultant selection is underway. The RFQ was sent out August 30th, 2023. The City interviewed 2 respondents to the RFQ. The City has selected Kimley-Horn as the design consultant for this project. ODOT is presently coordinating the scope and fees with the Consultant.

Total Project cost: \$1,202,760.00

Match fund: \$ 240,552.00



TAP Grant Sidewalk Improvement on Warrior Road from 146th Street to 141st Street.

The City has received the Urban Funding Agreement from Oklahoma Department of Transportation. This agreement has been reviewed by the legal team and placed on the November 6th, 2023, regular council meeting agenda for Council Consideration and possible approval. City Staff would be sending out a request for qualification for this project in December 2023.

SH67/151st Corridor Study

This is a progress update on the SH 67/151st St Corridor Study. The City of Glenpool in conjunction with Kimley-Horn, Oklahoma Department of Transportation, INCOG and the City of Bixby, held its 3rd Public Meeting on the SH 67/151st corridor on September 5, 2023. *(This project is on-going, no updates since the September Engineering Departmental Report).*

US 75/141st

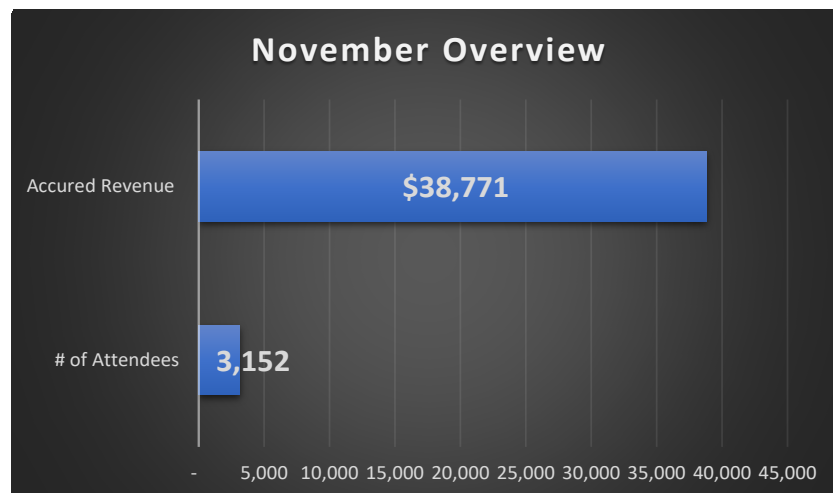
The construction of the US-75 Grade Drain Bridge and Surface Project, designated as State JP # 35120(08), located at the intersection of US-75 and 141st Street, is currently underway. The Oklahoma Department of Transportation, in collaboration with the design consulting firm Poe and Associates and the City of Glenpool, will be organizing a public meeting on November 28, 2023. As per the ODOT's 8-year plan, the anticipated date for the project to be put out for bids is February 2024. The project duration is estimated at 315 days. The project cost is estimated to be approximately \$27.5 Million. Construction is estimated to begin Summer 2024.



Conference Center

During the month of November, we hosted a total of 22 events. Among those events was a large three-day conference. This conference was for educators and parents of children with disabilities, focusing on guiding students through significant transitions in their lives, such as moving from middle school to high school and transitioning beyond high school.

Additionally, we held a company celebration that showcased a world-renowned mariachi band, "Mariachi Vargas", the ROTC Formal Ball and the Mistletoe Market, an arts and crafts show.



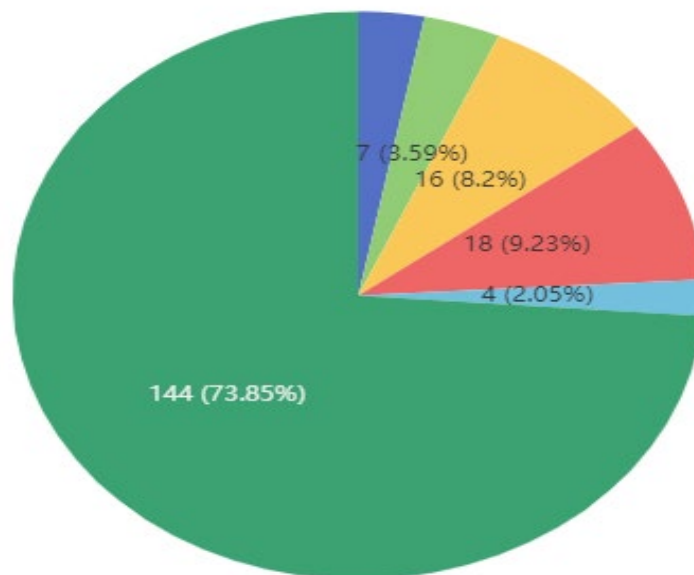
Fire Department

Glenpool Fire Department Operations November 2023

11/1/23-11/24/23

Run Type	# of Calls	Totals Calls	Average Time on Scene
EMS Runs	144	195	30:50
Fire Runs	51		
Overlapping	53		

Total (195)



Incident Type Major

5 - Service Call	6
1 - Fire	7
6 - Good Intent Call	16
7 - False Alarm & False Call	18
4 - Hazardous Condition (No Fire)	4
3 - Rescue & Emergency Medical Service Incident	144
	195

Economic Development

November:

- ***Business, Retention, & Expansion (BR&E)***
 - Chamber & City Collaboration: Monthly meetings are occurring between Sydney Bland (Chamber Director) and Joe Wuest (City Economic Development Director) to discuss BR&E strategies and support for local businesses.
 - Client Relationship Management Tool: Exploring the capabilities of various CRMs in order to benefit current and future BR&E efforts with local businesses.
 - GO Oklahoma, Global Opportunities for Oklahoma Companies: Information is being shared through email, visits, and social media regarding the Oklahoma Department of Commerce's new, pilot program which will help Oklahoma businesses in exporting their products.
- ***Partnerships***
 - Tulsa's Future Site Visit: Staff from the Tulsa Regional Chamber's, "Tulsa's Future Program," were in Glenpool on November 13th touring the city and available sites for future development.
 - Executive Pulse, CRM: Through Glenpool's partnership with Regional Economic Development, "Tulsa's Future Program," access has been granted to a client relationship management (mentioned above) tool which will help organize the department for BR&E efforts.
 - Currently exploring all capabilities including report generation.
 - Oklahoma Manufacturing Alliance: Representatives from the Oklahoma Manufacturing Alliance, including their Vice-President, will be visiting Glenpool in January. They will meet with Director of Economic Development to discuss the various resources and tools available that could benefit manufacturing companies in Glenpool.
- ***New Business/Sites***
 - Over the past month, Economic Development has had continued conversations with 4 potential businesses regarding relocating aspects of their operation to Glenpool.
 - Exploratory discussions have centered around sites, existing buildings, current/future infrastructure needs, and job creation.
- ***Trainings/Workshops***
 - OU EDI: Director of Economic Development completed his certification through the University of Oklahoma's Economic Development Institute, November 9th, 2023 in Austin, Texas.
 - Site Selector Meetings: Select Oklahoma (statewide Economic Development initiative) meeting on November 14th focused on how to best position Oklahoma communities to be competitive in the site selection process.
 - Director of Economic Development also attended a reception in the evening where he was able to have further conversations with representatives of Deloitte (global leaders in site selection), highlighting the benefits of the Glenpool community.

Police Department

Staffing

The department conducted officer testing on 11/18/23 and initial oral boards on 11/20/23. We will hold three chiefs interviews in hopes of filling our two vacant positions. Two of the three applicants are currently CLEET certified. Hiring certified officers will vastly speed up the process of releasing these officers onto patrol.

Officer Allison has begun his CLEET academy and is scheduled for graduation in 2024.

The communications division held interviews and will be starting a new dispatcher on 12/04/23. This is our last open position. The communications division will be fully staffed at that time.

Training

As part of the approved budget, the department purchased new handguns with red dot optics. All of the department, except four officers, have completed the transition training course and are now carrying their new firearms. The addition of a red dot site improves officers' accuracy and ability to observe their surroundings, should a need arise to utilize their weapon. This will benefit the possibility of de-escalation in stressful events.

Officers with the Bixby Police Department were trained in the use of our Ti Training Simulator. We will continue to offer the simulator to surrounding departments and look forward to training with our neighbors. Training courses like these are a good way to build relationships and establish standard practices between departments.

Projects

The new property clerk has installed a new storage system for firearms in an effort to re-organize the available space.

The department was again selected for the Highway Safety Office grant. Officer began working grant shifts, specifically related to traffic enforcement, on October 1st. The grant period will run through the end of September 2024.

Equipment

During budget proposals for this year, the department was approved for the purchase of five new patrol vehicles. The first vehicle will be delivered to the decal shop the week of 12/04/23. The remaining four will be delivered every week thereafter.

Headlines

The department held testing for the open detective position and Corporal Sebastian Duque has been selected for the position. We look forward to the knowledge he brings and his enthusiasm to learn.

Glenpool Police Department

Monthly Statistics

November of 2022

Calls for service	1507
DUI	8
Collisions	55
Alarm Calls	41
Burglary	5
Disturbance	17
Domestic Related	14
Fraud	5
Harassment	4
Larceny	12
Loud Noise	7
Motorist Assist	43
Stolen Property	11
Suspicious Activity	26
Trespassing	2
Arrest	30
Traffic Stops	814



November of 2023

Calls for service	960
DUI	5
Collisions	34
Alarm Calls	36
Burglary	8
Disturbance	19
Domestic Related	12
Fraud	8
Harassment	5
Larceny	16
Loud Noise	6
Motorist Assist	23
Stolen Property	7
Suspicious Activity	12
Trespassing	4
Arrest	28
Traffic Stops	355

Always be **truthful** & **transparent**.

OUR CORE Savor the journey. VALUES

Show that you **care**.
Create **WOW** moments.

Make learning a **habit**.

**OUR MISSION: DEVELOPING A CULTURE OF TRUST
TO BETTER SERVE OUR COMMUNITY**





MINUTES
City Council Regular Meeting
Monday, November 6, 2023 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst

COUNCIL ABSENT: Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Julie Casteen
Gerald S. Gilbert
Jesse Hale
David Agbetunsin
Lea Ann Reed
Jeremy Plane

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:02 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
Scott Major of Rosenstein, Fist & Ringold was also in attendance.
- C) Invocation – Jason Cowan, Faith Church**
David Tillotson provided the invocation in Pastor Cowan's absence.
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Swearing-In Ceremony and Public Safety Recognition – Jeremy Plane, Police Chief; George Miles, Municipal Judge**
Judge Miles administered the Oath of Office to officers Eric Husong, Cynthia Ray and Dakota Ward. Chief Plane recognized recent CLEET graduates officers Matthew Blaze and Michael Hendrickson.

- F) Flock Camera Presentation - Jeremy Plane, Police Chief**
- G) Management Report**
[Final CM Report.11062023](#)
[FYE24.Q1 Expense Report \(003\)](#)
- H) Mayor Report – Joyce G. Calvert, Mayor**
 - Thanked Lea Ann Reed, City staff, and Sydney Bland for the wonderful Spooktacular event.
- I) Council Comments**
Vice-Mayor Kearns reminded everyone that Veterans Day is Saturday, November 11th, and asked that we all thank a Veteran for their service.
- J) Public Comments**
There were no public comments.
- K) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**
- 1) Minutes from October 16, 2023, and October 25, 2023 meetings.
[City Council Regular Meeting - 16 Oct 2023 - Minutes - Html](#)
[City Council Special Meeting - 25 Oct 2023 - Minutes - Html](#)
 - 2) 2024 Meeting Schedule.
[2024 Meeting Schedule](#)
 - 3) Agreement between the Glenpool Chamber of Commerce, the Glenpool Industrial Authority and the City for Fiscal Year 2023-2024.
[Staff Report - Chamber Agreement](#)
 - 4) Receipt and acceptance of FY22-23 Independent Accountant's Report on Applying Agreed-Upon Procedures as required by the Settlement Agreement between the City of Glenpool, Glenpool Utility Services Authority, and Creek County Rural Water District No. 2.
[Annual AUP Audit](#)
 - 5) Agreed Upon Audit Procedures Engagement Letter for FY23-24, Elfrink and Associates, PLLC.
[AUP Audit Engagement Letter](#)
 - 6) Surplus of police vehicles and miscellaneous equipment; waiving the requirement for soliciting competitive bidding pursuant to City Code 2-2-6.B.4 and approving the sale of said police vehicles and miscellaneous

equipment.

[Tahoe Surplus](#)

- 7) Budget Amendment CITY-05 for FY23-24 for the purchase of a Flock Camera with a grant from Walmart, and a transfer from the General Fund to the Capital fund for the local funding match to an ODOT TAP grant for a Safe Routes to School Sidewalk project on Warrior Road.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve the Consent Agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Budget Amendment City-05](#)

L) Consideration and appropriate action relating to items removed from the Consent Agenda

M) Scheduled Business

- 1) Discussion and possible action to approve or deny entering into an Urban Project Agreement – Transportation Alternatives Program JP No. 38028(04), Project No. TAP3-8028(004) TP, with a city match amount of \$119,920.00, to be funded from the approved FY 2023/2024 Budget: Account No. 03-6-01-6360; Capital Fund Streets and Maintenance. (David Agbetunsin, City Engineer)

Mr. Agbetunsin presented and recommended Council approval of entering into an Urban Project Agreement – Transportation Alternatives Program JP No. 38028(04), Project No. TAP3-8028(004) TP, with a city match amount of \$119,920.00, to be funded from the approved FY 2023/2024 Budget: Account No. 03-6-01-6360; Capital Fund Streets and Maintenance. The City of Glenpool (“the City”) applied for Transportation Alternatives Program (TAP) funds in December 2022 for sidewalk improvements within the City. The City has been selected to receive TAP grant to fund a sidewalk improvement project in Glenpool on Warrior Road from 146th street to 141st street.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve entering into an Urban Project Agreement – Transportation Alternatives Program JP No. 38028(04), Project No. TAP3-8028(004) TP, with a city match amount of \$119,920.00, to be funded from the approved FY 2023/2024 Budget: Account No. 03-6-01-6360; Capital Fund Streets and Maintenance.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

[Staff Report - Agreement for Sidewalk on Warrior Road](#)

- 2) Discussion and possible action to determine which, if any, Council members attend the ICSC@Red River Conference in Dallas, January 31st through February 2nd, 2024.
(David Tillotson, City Manager)

Moved by Brandon Kearns, seconded by Joyce Calvert

That no Council members attend the ICSC@Red River Conference in Dallas, with City Manager David Tillotson, January 31st through February 2nd, 2024.

***MAYOR CALVERT DECLARED A RECESS AT 6:47 P.M.
MEETING RECONVENED AT 6:54 P.M.**

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

Staff Report - ICSC Texas

- 3) Discussion and possible action to enter into Executive Session for the purpose of engaging in confidential communications between the City Council and its attorney concerning a pending claim or action against the City filed by Robert Palone filed with the Oklahoma Attorney General's Office of Civil Rights Enforcement (OCRE Complaint No. CR-23-0181-PA), the Council having been advised by its attorney that disclosure of the matter to be discussed would seriously impair the ability of the City to process the claim or conduct the pending action in the public interest, pursuant to Title 25, Section 307.B.4 of the Oklahoma Statutes.

(David Tillotson, City Manager)

Moved by Brandon Kearns, seconded by Chris Brobst

To enter into Executive Session at 6:56 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

- 4) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Tim Fox, seconded by Brandon Kearns

To reconvene in Regular Session at 7:34 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x

	4	0	0	1
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CARRIED.

N) Adjournment

Mayor Calvert declared the meeting adjourned at 7:34 p.m.



To: Mayor and Council

From: Beth Miller, Grants - Special Projects Coordinator

Date: December 4th, 2023

Re: Oklahoma Department of Commerce program for Energy Efficiency Lighting Retrofit Program Application

Background:

Staff is requesting Council approval to apply for the Energy Efficiency Lighting Retrofit Program through the Oklahoma Department of Commerce. The proposed project involves retrofitting the Glenpool Conference Center and City Hall existing lighting system with new energy efficient lighting. This will allow us to spend less on maintenance and energy annually while also allowing for better optical control with more uniform lighting within the Conference Center. As you can see from the attached project summary and quote from Lighting Inc., the City should realize annualized energy savings of \$22,338 based on current utility costs plus another \$10,594 annually in maintenance savings and \$2,328 in HVAC savings. The total request under the grant would be for the entire project cost of \$134,917.26.

This grant is a reimbursement grant with no required match from the City. Applications are due by December 12th. Grant awards will be determined in early 2024 and all work will be required to be done by June 30, 2024.

Staff Recommendations:

Staff recommends the Council approve pursuing these grants funds and allow staff to submit an application.

Attachments:

- Oklahoma Commerce Request for Application
- Lighting Inc. project summary/quote (Energy Savings Summary on page 3)

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

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

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com



OKLAHOMA
Commerce

State Energy Program
(Department of Energy)

Request for Applications
Energy Efficiency Lighting Retrofit Program
October 2023

Community Development Division
900 N. Stiles Ave.
Oklahoma City, OK 73104
800-588-5959
okcommerce.gov

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REQUEST FOR APPLICATION

Oklahoma Energy Efficiency Lighting Retrofit Program

1.1 GENERAL INFORMATION

Type of Grant	Competitive
Application Submission Deadline	December 12, 2023
Estimated Total Program Funding Available	\$400,000
Award Ceiling	\$200,000
Award Floor	\$5,000
Cost Sharing or Match Requirements	None/Optional
Expected Number of Awards	2-10 depending on number of applications submitted, final scores, and dollar amount requested

1.2 OVERVIEW AND PROGRAM GOALS

- 1.2.1 The U.S Department of Energy's (DOE) State Energy Plan (SEP) provides annual funding to 50 states, the District of Columbia, and the five U.S. territories to support a nationwide infrastructure of state energy offices. Since 2010, SEP has provided states and territories with more than \$540 million in financial assistance to enhance energy security, advance state-led energy initiatives, and increase energy affordability. The overall purpose of SEP is to promote the efficient use of energy and reduce the rate of growth of energy demand through the development and implementation of specific state energy programs. SEP emphasizes the state's role as the decision-maker and administrator for program activities within their state that are tailored to their unique resources, delivery capacity, and energy goals.
- 1.2.2 The Oklahoma Department of Commerce (ODOC) has been responsible for the administration of Oklahoma's SEP since 1975. ODOC administers various programs with the allocated SEP funds. One of these programs is the Oklahoma Energy Efficiency Lighting Retrofit Program (EELRP), which funds publicly owned indoor and outdoor lighting retrofits. The goals of EELRP program include, but are not limited to the following:
- 1.2.2.1 increased energy efficiency
 - 1.2.2.2 decreased maintenance expenses
 - 1.2.2.3 better optical control with more uniform lighting
 - 1.2.2.4 enhanced color rendering
 - 1.2.2.5 improved economic development and job creation
 - 1.2.2.6 creation of community vitality with retrofit project savings
- 1.2.3 ODOC is issuing this Request for Application (RFA) to seek qualified Oklahoma local governments and state agencies to retrofit lighting indoor and outdoor public owned lighting.
- 1.2.4 All retrofit lighting and activities conducted by applicants awarded funds must be completed in accordance with DOE regulations and as prescribed in the guidance.

- 1.2.4.1 Request for Application (this document)
- 1.2.4.2 Contract Part II
- 1.2.4.3 SEP Implementation Manual

1.3 DEFINITIONS

Applicant – The term applicant will be used to describe the entity that applies to this RFA in OKGrants, who desires to enter into a contractual agreement with ODOC.

Eligible Applicant – Oklahoma local governments and state agencies

Energy Audit - Energy audit is an official scientific study, along with efficiency recommendations, of energy consumption of an entity (organization, process, plant, or equipment) aimed at reduction of energy consumption and energy costs without affecting productivity and comforts. The audit will also provide suggestions or recommendations for the methods of energy saving and reduction in energy cost. Source - [Energy Audits for Water & Wastewater.pdf \(cedengineering.com\)](#)

Lighting Energy Audit – A systematic study of the building’s lighting usage and utility cost.

MOUs – Memorandums of Understandings

ODOC – the Oklahoma Department of Commerce – ODOC is the State Grantee for DOE SEP funding from the U.S. Department of Energy.

ODOC’s State Energy Plan Operations Manual – [ODOC’s SEP Implementation Manual](#) is a set of mutually agreed upon programmatic implementation procedures established between ODOC and service providers that the Energy Project Specialist and the Energy Program Planner will be required to use when monitoring agencies for compliance with ODOC policies.

OKGrants – [OKGrants](#) is ODOC’s grant management system for reporting, payment, and monitoring.

Qualified Auditor – Utility provider, licensed building engineer, Certified Energy Manager (CEM), licensed professionals, etc.”

Sub-grantees – Sub-grantees are local governments or public agencies. Currently, all qualified Oklahoma local governments and state agencies to retrofit lighting in public buildings are considered applicants before entering grant agreement. Once the grant is awarded, applicants are then considered sub-grantees.

SEO – State Energy Office

SEP - State Energy Program

SEP Program Year – The State Energy Program Year, funded by the United States Department of Energy (DOE), grant period is July 1 – June 30 for Oklahoma; however, the EELRP program period is from contract signature date to June 30.

System-Wide – Affecting or reaching the whole of a system, or building operation, affected for the intended service.

Walk-through Audit – Readily available data that is used for simple analysis of energy use and performance of the current lighting system.

1.4 AWARD NOTIFICATION & PERFORMANCE PERIOD

- 1.4.1 Grant awards will be contingent upon the availability of funding as appropriated by the U. S. Department of Energy (DOE) for a performance period beginning from contract start date (date of contract signature) through June 30, 2024.
- 1.4.2 ODOC reserves the right to award partial or the full award amount, contingent on the number of applications received. If additional funds later become available, ODOC may also contact applicants or subgrantees to award additional funds.
- 1.4.3 In the event that additional funding is allocated by the U.S. Department of Energy for the SEP or the SEP Bipartisan Infrastructure Law (BIL), an additional RFA will be released at that time.
- 1.4.4 Grant award recipients will be required to attend a training workshop on the grant to be held on January 8, 2024.
- 1.4.5 No questions will be directly answered during the open application period. However, questions will be taken in writing via email (energyprograms@okcommerce.gov) and FAQs will be periodically posted to ODOC's [state energy website](#).
- 1.4.6 A prerecorded application webinar will be released soon after the release of this Request for Applications. It will also be posted on the [state energy website](#).

1.5 TERMS AND CONDITIONS

- 1.5.1 The awarded Applicant must agree to the requirements in the SEP Implementation Manual. The purpose of the manual is to provide a single source document for locating financial and programmatic information regarding the SEP Grant including instructions for reporting and reimbursement of claims.
- 1.5.2 Funding under the SEP Grant is on a reimbursement basis only. Funds will be requested via a reimbursement claim in the grants management system (OKGrants).
- 1.5.3 Proposed project must qualify under the National Environment Policy Act (NEPA) Categorical Exclusions (CX) Applicable to Facility Operation. Projects not included in the activities listed below will not be considered.
 - 1.5.3.1 Interior energy efficient light fixtures, including ballasts (replacement);
 - 1.5.3.2 LED light fixtures and exit signs (replacement);
 - 1.5.3.3 Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way.
- 1.5.4 A State Historic Preservation Office (SHPO) and Tribal Historic Preservation Office (THPO) Section 106 Review, per the National Historic Preservation Act (NHPA) of 1966, must be completed if the contractor is conducting activity around or works on a building(s) that is at least forty-five (45) years of age or older. The review process must be completed prior to the expenditure of federal

funds. Projects that result in an adverse effect to a historic property will not be considered for funding. The project may be modified to avoid adverse effects. See Oklahoma's [Programmatic Agreement](#) for more information.

1.6 ELIGIBLE ACTIVITIES

1.6.1 The following activities may be proposed as projects for this grant.

1.6.1.1 Auditing and retrofitting lighting systems publicly owned by Oklahoma local governments and state agencies that achieve the following outcomes:

1.6.1.1.1 Achieving at a minimum forty percent (40%) energy and maintenance savings.

1.6.1.1.1.1 Use one of these calculators to determine projected savings for the application or have a qualified energy auditor determine the projected energy savings. If another calculator is desired to be used, ask ODOC if it may be used.

a. [MEASUR](#)

b. [Lighting Supply](#)

c. [Energy Start Light Bulb Calculator](#)

1.6.1.1.2 Better optical control for more uniform lighting and improved color rendering.

1.6.1.1.3 Promotion of economic development and job creation while using project savings to create community vitality (e.g. walkability, safety).

1.7 INELIGIBLE PROJECTS

- 1.7.1 Projects deemed inappropriate or illegal under the law.
- 1.7.2 Projects considered scientifically unsound or significantly increase risk to the public.
- 1.7.3 Projects not conducted in Oklahoma.
- 1.7.4 Projects involving demonstration of non-commercially available equipment and technologies.
- 1.7.5 Projects involving the purchase of equipment to conduct research and development.
- 1.7.6 Projects with information that cannot be shared with other entities.
- 1.7.7 Projects requiring an environmental assessment study under the NEPA.
- 1.7.8 Projects that are decorative in nature only (for example, Christmas lights).

1.8 REPORTING

- 1.8.1 Awarded suppliers are expected to submit energy usage and cost savings data to the SEO after the project is complete.
- 1.8.2 The awarded Sub-grantee must complete quarterly project reports, reimbursement claims, and a final project report submitted with closeout

1.9 APPLICATION REQUIREMENTS

1.9.1 Workplan

Applicant must submit a narrative description of the project proposal detailing their proposed workplan to include project scope, project management, timeline, budget, procurement, and quality.

1.9.1.1 Project Scope

The workplan must include a section detailing the proposed project scope. For example, what building is the proposed lighting in? How old is the proposed lighting? Why does the entity need the funding for this project?

1.9.1.2 Project Management

The workplan must include a description of the entity's overall organization structure, project personnel contacts, who will be overseeing the award, and who will be responsible for fiscal and programmatic reporting.

1.9.1.3 Timeline

The workplan must include a section describing the timeline for the project from January 2024 – June 2024. This timeline must include details with deadlines and quarterly milestones. For example, a good timeline will include when procurement takes place, and when project is anticipated to begin/end.

1.9.1.4 Budget Narrative

A budget form is required to be filled out and submitted within the OKGrants system; however, it does not provide room for details. Use the Workplan document to describe the costs budgeted within the OKGrants form. For example, explain who the salary and fringe budget costs are for (job position and how they will be working with the grant funding), and how the consultant services costs are justified. Budgets must be itemized and accompanied by a budget narrative adequately describing each budget category. Project funding is limited. Grant funds will be awarded for the purchase and installation of materials to retrofit interior and/or exterior energy efficient lighting measures documented by a current energy audit with measured outcomes.

1.9.1.5 Procurement

The workplan must include a description of planned procurement processes to include any identified challenges anticipated during procurement of contractors or materials.

1.9.2 Energy Audit Documentation – Applicants must either conduct a professional or walk-through energy audit and supporting documentation that validates the current energy use and utility cost. Applicants must provide justification and supporting documentation for the amount of energy and cost savings expected.

- 1.9.3 **Project Preferences** – Project preference will be given to projects involving:
- 1.9.3.1 Projects that have not installed energy efficient measures (interior or exterior lighting) in the last twenty (20) years.
 - 1.9.3.2 Projects proposing the use of sensors and controls to achieve higher energy savings.
 - 1.9.3.3 Projects following Energy Star energy efficiency guidance. <https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/find-cost-effective-investments#lighting>
 - 1.9.3.4 Energy Audits completed by a qualified auditor as described in Appendix 1
 - 1.9.3.5 Projects proposed by applicants (that have been awarded by ODOC before) are considered low risk (no previous performance issues).
- 1.9.4 **NEPA** - as described in Term 7 (NEPA Requirements) of the SEP Implementation Manual - The contractor must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. ODOC-SEP has determined that activities that fall under the bounded categories, “NEPA Determination” are categorically excluded, and do not require further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in [10 C.F.R. Part 1021](#)).
- 1.9.5 **Insurance Verification** – The applicant must provide a current Certificate of Insurance and Workers’ Compensation form.
- 1.9.6 **Lighting Disposal Plan** – The application must provide a lighting disposal and recycling plan. Visit the U.S. Environmental Protection Agency’s [website](#) for guidance and references.
- 1.9.7 **MOUs with third parties** – Applicants must provide any information or copies of third-party agreements with subcontractors as part of workplan if available at time of application submission. If they are not developed until later on after award, then they must be provided to ODOC upon request.
- 1.9.8 **SAM ID Verification** – The applicant must be validated in the [System for Award Management Certificate](#)

1.10 SUBMISSION PROCESS

To respond to this Request for Application (RFA), please go to OKGrants (<https://grants.ok.gov>), under Available Opportunities, to apply for a SEP Energy Efficiency Lighting Retrofit Program Grant.

Use the instructions below to complete the ODOC Application Menu Forms under OKGrants, the state’s approved web-based platform.



1.10.1 Applicant Information

- 1.10.1.1 Complete all required fields and upload all documents listed in the Uploads link and checklist below in 1.11.
- 1.10.1.2 Text boxes will be available for the narrative sections of the application in the OKGrants management web-based system.

1.10.2 Detailed Line-Item Budget

- 1.10.2.1 Complete the OKGrants budget form and ensure that it reconciles to the budget narrative provided in the Workplan (see Section 1.9.1.4).
- 1.10.2.2 A budget revision or contract modification may be requested later in the program year as needed.

1.10.3 Audit

- 1.10.3.1 Complete this form as per the OKGrants instructions. In order to receive grant funds from ODOC, entities are required to have a third-party fiscal audit completed annually.

1.10.4 Due Dates

- 1.10.4.1 Applications must be submitted no later than 5:00 pm, Friday, December 12, 2023, to energyprograms@okcommerce.gov. For questions related to this RFA or application submission process, please email the same address as above.

1.11 APPLICATION RESPONSE CHECKLIST

OKGrants Forms

- ☐ Applicant Summary
- ☐ Budget Detail
- ☐ Uploads (see list below)
- ☐ Audit (Fiscal)

OKGrants Uploads

- ☐ Energy Audit (see Appendix 1 for walk through form) OR submit a professional one
- ☐ Insurance Verification
- ☐ Workplan
- ☐ MOUs with third party subcontractors (if any)
- ☐ Lighting Disposal Plan
- ☐ NEPA Form, as described in Term 7 (NEPA Requirements) of SEP Implementation Manual
- ☐ SHPO Form, as described in Term 8 (Historic Preservation) of SEP Implementation Manual
<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>
- ☐ SAM ID Verification

1.12 EVALUATION PROCESS

1.12.1 Scoring Process

- 1.12.1.1 Proposals will be evaluated on Quality and Energy Efficiency Impact based on the criteria outlined in this RFA.

1.12.1.2 A weight evaluation scale will be used to create the final recommendation.

1.12.1.3 An internal team of the State Energy Office will score, discuss, and select sub-grantees.

1.12.2 Notification Process

1.12.2.1 Once sub-grantees have been selected internally, all applicants will be notified through an email letter of their status. This will take place within 15 calendar days of RFA submission deadline.

1.12.2.2 The contract between the SEO and the Subgrantee is to be drawn to meet the EELRP requirements. The Requirements will include the contract start and end dates, schedule quarterly reports, monitoring events, and other correspondence. This will be discussed and signed at the Entrance and Orientation Workshop to be held on January 8, 2023, at 12:30 PM. Both a virtual and in person option will be sent to the awarded applicants.

1.12.2.3 Reports and other requests will be submitted into OKGrants (via the Applications Upload link) and via email.



City of Glenpool

Option 3 - Lighting retrofit with select new fixture upgrades

Revised November 22, 2023



Prepared By:

Tyson Taussig

Lighting Inc.

918-771-8444 cell

tysont@lightinginc.us

*** Data is proprietary and confidential ***



Project Summary

	Existing	After Retrofit
Number of Fixtures	1,093	1,093
Lighting System Energy Consumption (kW)	79.117	36.078
Current Utility Rate - \$/kWh	\$0.120000	

Savings Summary

Energy Reduction



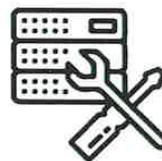
186,149 kWh
REDUCED

Energy Savings



\$22,338
SAVED

Maintenance Savings



\$10,594
SAVED

HVAC Savings



\$2,328
SAVED

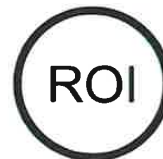
Financial Summary

Project Cost	\$154,381.88
Tax (0.00%)	\$0.00
Less Rebates	\$19,464.62
Net Project Cost	\$134,917.26



3.8 yrs

This is the payback period of time to reach the breakeven point



22.71%

This is the return on investment over analysis years

Monthly Cost of Delay

\$2,938.32

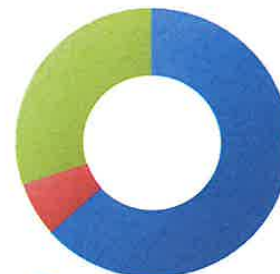


Project Cost & Savings Summary

The following graphs and tables show the annual project costs and savings expected with the proposed design, based on annual usage hours and a utility rate of \$0.120000 per kWh.

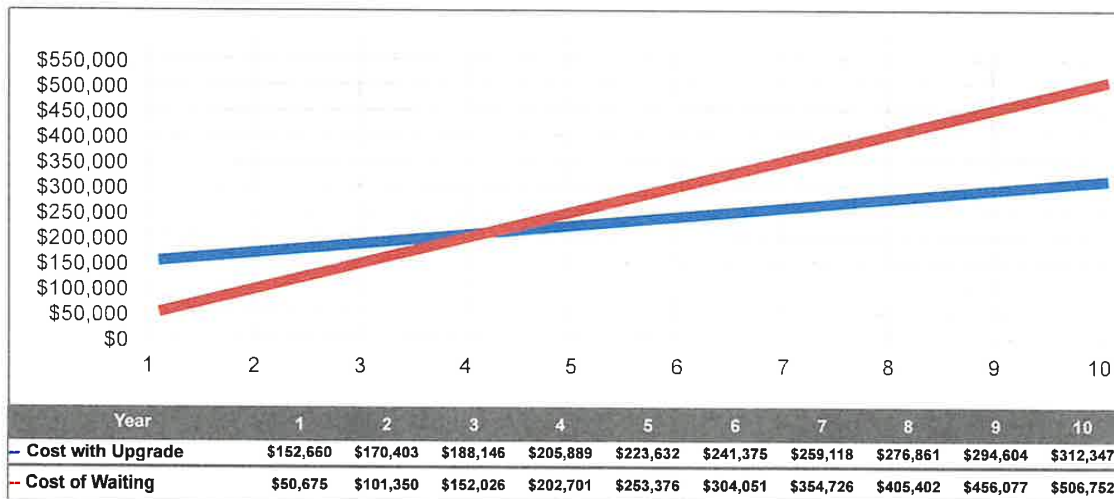
Financial Costs and Savings

	Costs	Savings
Cost of Project	\$154,382	
Rebates		\$19,465
Annual Energy Savings		\$22,338
Annual Maintenance Savings		\$10,594
Annual HVAC Savings		\$2,328



■ Energy (\$22,338)
■ HVAC (\$2,328)
■ Maintenance (\$10,594)

The Cost of Waiting



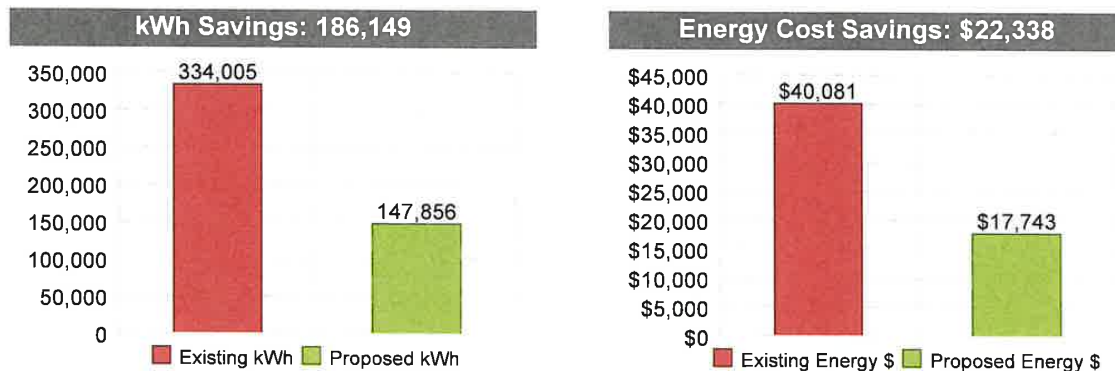
Cumulative Costs Over 10 Year Lifecycle (\$)
(Graph based on Single Investment project data)

\$352,598.31
Estimated Lifecycle Savings



Energy Savings Summary

The following graphs and tables show the annual energy savings expected with the proposed design, based on annual usage hours and a utility rate of \$0.120000 per kWh.



Area Detail

Location	Area	Energy Reduction %	Avg. Burn Hour Reduction %	Annual Energy Savings	Annual HVAC Savings
Glenpool Conference Center	1st floor	62.52%	3.81%	\$13,626	\$1,555
Glenpool Conference Center	2nd floor	59.89%	0.00%	\$3,207	\$366
Glenpool Conference Center	3rd floor	60.85%	0.00%	\$3,570	\$407
Glenpool Conference Center	Exterior	27.39%	0.00%	\$1,935	\$0
Total Number of Fixtures: 1,093					



Annual Environmental Impact

Reducing energy use is the quickest, safest, most cost-effective way to reduce the emission of greenhouse gases that accompanies the generation of electricity from fossil fuels. Reducing 186,149 kWh per year on this project is equivalent to:



305,471.2 lbs. CO₂ Saved

(Leading Cause of Global Warming)

- OR -



29.6 Cars Removed from Road

(4.67 Metric Tons of CO₂ / Passenger Vehicle)

- OR -



15,580.7 Gallons of Gas Consumed

(0.008887 Metric Tons of CO₂ per Gallon of Gasoline)

- OR -



3,592.7 Tree Seedlings Grown

(0.039 Metric Tons of CO₂ per Urban Tree Planted for 10 years)

- OR -



163.3 Acres of Forest in 1 Year

(1.06 Metric Tons of CO₂ Sequestered Annually by 1 Acre of U.S. forest)

Cited using
<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>



To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: December 4, 2023

Re: FY23-24 City Budget Amendment CITY-06

Background:

Line 1 of the attached budget amendment requests an increase to the General Fund FY23-24 revenue budget for Donations and an increase the General Fund FY23-24 expenditure budget in the Police Capital Purchases line item to appropriate a donation received from Mark Allen Chevrolet.

Line 2 requests an increase to the General Fund FY23-24 revenue budget for Donations and an increase the General Fund FY23-24 expenditure budget in the General Government Operating Expenses line item to appropriate a donation received from Interstate Electric for the annual employee holiday party.

Line 3 requests an increase to the General Fund FY23-24 revenue budget for Sale of Assets and an increase the General Fund FY23-24 expenditure budget in the Police Capital Purchases line item to appropriate the proceeds from the sale of two Police Tahoes.

Staff Recommendation:

Staff recommends approval of Budget Amendments CITY-06.

Attachments:

Budget Amendment Form CITY-06

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

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

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

City of Glenpool
Budget Amendment

Fiscal Year: 2023 - 2024
Amendment No: CITY-06
Date Requested: 12/4/2023

	Revenue:					Expense:				
	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	01	5-00-5351	Donations	\$ 5,000	\$ 15,000	01	6-03-6333	Capital Purchases-Police	\$ 5,000	\$ 63,750
2	01	5-00-5351	Donations	\$ 100	\$ 15,100	01	6-01-6202	Operating Expenses	\$ 100	\$ 56,651
3	01	5-00-5350	Sales of Assets	\$ 15,000	\$ 15,000	01	6-03-6333	Capital Purchases-Police	\$ 15,000	\$ 78,750
4										
5										
6										
8										
9										
10										
11										
12										
13										
14										
			Total	\$ 20,100.00				Total	\$ 20,100.00	

Notes:
Line 1: Donation from Mark Allen Chevrolet for Police
Line 2: Donation from Interstate Electric for holiday party
Line 3: Proceeds from the sale of two police vehicles

Approved by the City of Glenpool

Mayor

Date



MEMORANDUM
December 4, 2023

To: Honorable Mayor and City Council

From: Jeremy Plane
Chief of Police

Re: National Integrated Ballistic Information Network (NIBIN)

Background:

The NIBIN program automates ballistics evaluations and provides actionable investigative leads in a timely manner. NIBIN is the only interstate automated ballistic imaging network in operation in the United States and is available to most major population centers in the United States.

Prior to the NIBIN Program, firearms examiners performed this process manually which was extremely labor intensive. To use NIBIN, firearms examiners or technicians enter cartridge casing evidence into the Integrated Ballistic Identification System. These images are correlated against the database. Law enforcement can search against evidence from their jurisdiction, neighboring ones, and others across the country. This program is one investigative tool accessed by law enforcement that allows each of us to share information and cooperation easily making all of us more effective in closing cases.

NIBIN will add an additional tool to the police department to help solve firearms related crimes. We will join other agencies within our area to combat crimes by working together and sharing information.

Staff Recommendation:

Staff recommends signing the MOU between the City of Tulsa and the City of Glenpool to allow the use of the NIBIN system.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TULSA, A MUNICIPAL CORPORATION ON BEHALF OF THE
TULSA POLICE DEPARTMENT

AND

THE CITY OF GLENPOOL, A MUNICIPAL CORPORATION ON BEHALF OF
THE GLENPOOL POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Tulsa on behalf of the Tulsa Police Department (TPD) and the City of Glenpool on behalf of the Glenpool Police Department (GPD), hereinafter referred to as the "parties," is to define the responsibilities of the parties with respect to the scheduling, use, and information dissemination of the TPD Northeast Oklahoma Regional National Integrated Ballistic Information Network (NIBIN) Program.

2. BACKGROUND

This MOU is being executed for the purpose of enhancing the parties' efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this MOU to accomplish each party's objective to resolve violent crimes through participation in the NIBIN program.

The Integrated Ballistics Identification System (IBIS), which operates on the National Integrated Ballistic Identification Network (NIBIN), is owned and provided to various state and local agencies by the Bureau of Alcohol, Tobacco, and Firearms (BATF). The IBIS used by TPD is located in the facility of the Tulsa Police Department Forensic Laboratory. This system is operated by TPD NIBIN personnel in accordance with BATF protocols.

The **IBIS** enables an operator to acquire digital images of individually marked characteristics on fired cartridge cases. These images are converted into digital "signatures" and are automatically compared with other stored images to determine if possible links exist between cases or incidents that may not have been previously linked through traditional investigative means. For every cartridge case entered, IBIS generates a candidate list for NIBIN personnel to review. The TPD NIBIN personnel will review the related images and determine if there are any "high-confidence correlations," which would result in a NIBIN lead.

The parties agree that TPD possesses the necessary equipment, personnel, and facility to conduct the NIBIN entry. The parties recognize that their objectives are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. Glenpool Police Department will provide personnel for the purpose of acquiring and transporting firearm evidence. Personnel will be trained by their agency on the proper protocols and procedures for the comprehensive collection of cartridge cases and the proper packaging of such evidence.
- b. GPD will ensure that all firearms are in an unloaded condition before submitting evidence to TPD.
- c. GPD will submit recent case evidence and not backlogged case evidence unless extenuating circumstances exist and are communicated to and accepted by the TPD.
- d. GPD will be responsible for its own evidentiary chain of custody. No items of evidence will be stored at TPD facilities. GPD personnel will remain onsite while the evidence is being entered into the NIBIN system.
- e. GPD will adhere to the "NIBIN-by-Appointment" schedule to promote efficient and effective operations of the TPD Northeast Oklahoma Regional NIBIN Program.
- f. Expedited processing may be necessary in the event of a high profile or urgent case. The parties agree to communicate with any other affected parties to ensure minimization of impact to the other parties.
- g. TPD will retain trained personnel to enter eligible firearm evidence into NIBIN.
- h. TPD will send timely notifications to GPD when NIBIN leads are encountered.
1. TPD firearm examiners will confirm all NIBIN leads when the GPD completes a laboratory request for analysis and provides the physical evidence to the TPD Forensic Laboratory. GPD will retrieve its evidence upon receiving notification that forensic analysis is complete.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with the fulfillment of its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

5. DISCLOSURE AND USE OF INFORMATION

The parties agree to the following disclosure and use policy. Each party may share information with the other in accordance with the rules of its own agency. Information that is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

6. SETTLEMENT OF DISPUTES

Disagreements between the parties arising under or relating to this MOU will be resolved by consultation between the parties. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of TPD and GPD, the matter in dispute will be referred to the parties' respective headquarters for resolution.

7. COORDINATION AND DECONFLICTION

If a NIBIN entry produces a NIBIN lead that crosses jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in whole or in part from information received or derived from another party pursuant to this MOU.

8. AMENDMENT AND TERMINATION

With regard to amendment, termination, entry into force, and duration of this agreement, the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.
- c. Either party may terminate this MOU upon ninety (90) days written notification to the other party (to include electronic mail).

In the event of such termination, the following rules apply:

- a. The terminating party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail). Parties agree that no party shall withdraw without providing ninety (90) days written notice to the other party.

10. AGREEMENT AND MODIFICATIONS

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates set forth below, to be effective as of the date the MOU is signed by the Mayor of the City of Tulsa.

City of Glenpool on behalf of the Glenpool Police Department

Signature: _____ Date: _____

Name: Joyce Calvert

Title: Mayor

Location: City of Glenpool

City of Tulsa on behalf of the Tulsa Police Department

By: _____ Date: _____

G.T. Bynum, Mayor, City of Tulsa

Attest:

City Clerk

Date: _____

Approved as to form:

City of Tulsa, Assistant City Attorney

Date: _____

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
Date: 10/25/23
Re: Pumper Rebuilds

Background:

The Fire Department has identified the need to address our apparatus inventory as a primary concern for the community as we continue to grow and requests for service increase. With the addition of the newest pumper, placed in service this year, we can now address the depth in our inventory and firm up our reserve capacity.

Addressing these needs in a post Covid world can be problematic and expensive. Costs associated with the purchase of new apparatus have increased by 35-40% on average and timelines for delivery have increased from one year to three years from the time of order.

By looking at the rebuild/refurbish option and taking advantage of reduced costs and decreased delivery times, the Fire Department developed a plan to move forward in a way that will accomplish our goals in a timely and cost-effective manner. This plan will allow the city to rebuild our 2011 Pierce and 2000 E-One trucks and acquire loose equipment for them at significant savings. The preferred vendor has indicated that each vehicle will require a six month rebuild process and will include warranties as attached.

This project was identified as a priority for the fiscal 23-24 budget. It was submitted and approved with an estimated budget of \$800,000 for the rebuilds and \$200,000 for loose equipment. Additionally, these costs were included in the Move Glenpool Forward Budget as financed items. Labor costs, however, cannot be financed and will require a budget amendment, from Public Safety Capital fund balance, to cover those expenses. Finance options for this expenditure will be covered in a separate agenda item.

Repair Parts 2000 E-One E-3	\$	222,700.00
Repair Parts 2011 Pierce E-2		192,700.00
Loose Equipment		200,000.00
Total parts and equipment		615,400.00
Labor 2000 E-One E-3		171,608.00
Labor 2011 Pierce E-2		107,418.75
Total labor		279,026.75
Total Project	\$	894,426.75

Current quotes are below the totals anticipated, but we should plan for a contingency that will ensure we are able to address any unforeseen issues that may arise.

Staff Recommendation:

After many months of evaluation, the Fire Department's Apparatus Committee has recommended the City rebuild the 2011 Pierce and 2000 E-One apparatus, purchase the loose equipment listed in the attachment and set a total not to exceed price of the \$1,000,000 as approved in this year's budget.

Attachments:

- Brindlee Mountain, Estimate of Repairs and Warranties 2000 E-One Typhoon
- Brindlee Mountain, Estimate of Repairs and Warranties 2011 Pierce Impel
- Loose Equipment List

ESTIMATE OF REPAIRS



Date:	October 6, 2023	Dept Unit #:	E-2
Prepared by:		Year:	2000
Customer:	Glenpool Fire Department OK	Make:	E-One
Carrier:		Model:	
Claim #:		S/O #:	120944
Date of loss:		VIN #:	4ENGAAA85Y1000944
Point of Impact:		Mileage:	85,054

Contract Item Name	Description	Parts	EVT Labor	Mech. Labor	Sublet
Engine	In-frame Engine rebuild with warranty. Note: Engine will be a reman long block replacement with warranty	\$46,995.00		60.00	\$0.00
Transmission	Transmission full reman eplacement warranty	\$12,805.00		20.00	\$0.00
Rear axle	Completely rebuild and overhaul rear axle	\$11,050.00		20.00	\$0.00
Driveline	Replace all universal joints, carrier bearings, and all other serviceable drivetrain parts	\$1,628.25		6.00	\$0.00
Pump	Completely rebuild and reseal entire fire pump, valves, and all other components	\$12,350.00	68.00		\$0.00
Valves	Ensure proper function of all transfer valves, relief valves, gauges, (2) 3.5", and lights corresponding	\$585.00	6.00		\$0.00
Primer	Repair primer pump	\$1,235.00	4.00		\$0.00

Generator	Ensure proper function of integrated auxiliary generator and all outlets/cords related Note: Honda EM 5000	\$422.50	2.50	\$0.00
Front end steering	Rebuild entire front end, including but not limited to every bushing, seal, bearing, shim, ball joint, king pin, shocks, and any other serviceable part	\$7,800.00	24.00	\$0.00
Alignment	Align front end after rebuild	\$0.00		\$437.50
Brakes	Replace all brakes including, pads, linings rotors and drums	\$6,300.00	12.00	\$0.00
Cooling system	Replace radiator hoses, belts, and any related, serviceable component	\$780.00	4.00	\$0.00
Air system	Completely inspect entire air system, and replace the air dryer, any component that is malfunctioning, defective or inoperable, including but not limited to stuck valves, leaks in any component, regulator(s), valves, dry-rotted or weathered hoses, etc.	\$1,300.00	8.00	\$0.00
Undercarriage	Completely inspect full undercarriage, rebuild and respring suspension	\$5,850.00	16.00	\$0.00
Headlights	Upgrade headlights to LED with black bezel	\$1,997.45	6.00	\$0.00

LED lighting	Update all lights to LED Replace any inoperable light with LED, both inside and outside of truck, including but not limited to: compartment lights, step lights, work lights, running lights, clearance lights, park lights, brake lights, turn signals, emergency lights, scene lights, courtesy lights, reverse lights, pump panel lights, and any other non-functional light. Also replace any light that is not functional with an updated LED version. Note Emergency lights to be Whelen with all light bezels black. Additional info LED bulbs in cab dome lights, Upper and lower level emergency lighting to be red/blue to match new Pierce as close as possible Pierce job # 37358	\$20,475.00	45.00	\$0.00
Wheels	Remove simulators and paint wheels black Note: Customer requires paint not powder coating	\$0.00		\$500.00
Buff and polish	Buff and polish all exterior paint and any metal surface that is not resurfaced	\$0.00		\$2,500.00
Treadplate	Price of polishing treadplate vs. coating all treadplate with black coating. Treadplate on roof will just get polished, not coated Note: Price difference to coat diamond plate black would be an additional \$2500.00 above this line item cost	\$0.00		\$2,500.00
Unit plates	Install unit number plaque with removable and interchangeable unit numbers on each side of apparatus	\$167.00	2.00	\$0.00
Caps and plugs chains	Replace all intake/discharge cap chains with cables.	\$845.00	3.00	\$0.00
Door latches	Check all latches and ensure proper function of every door. Note: Required repairs will be quoted separately	\$0.00	2.00	\$0.00

Water level gauges	Repair and ensure proper function of ALL water level gauges on truck. Add level gauges on both sides of truck	\$1,880.80	10.00		\$0.00
Trim	Remove bottom cab trim and weld fill holes and repair	\$0.00	6.00		\$0.00
Rubrails	Replace body rub rails with phenolic block or polypropylene material to match new Pierce	\$4,490.86	12.00		
Mudflaps	New mud flaps	\$286.00	1.00		\$0.00
Door shocks	New struts on all compartment doors	\$455.00	6.00		\$0.00
Upper body panel	On the upper portion of the fire body, would like to have a panel installed that is flat all the way across. Can send pictures upon request to ensure we are on the same page	\$1,105.00	8.00		\$500.00
Cab lighting	Repair and replace with LED, any inoperable lights inside the cab. Update all operable lights to LED bulbs/new lenses if needed	\$975.00	6.00		\$0.00
Cab scene lights	Cab mounted scene lights change to 12Volt LED switched at driver, officer and pump panel to be black light heads	\$4,480.00	8.00		
Cab brow light	Install an LED cab scene light over brow, part number to be specified by department Install 72" LED Fire Tec light bar same as E-One demo S/O# 145707	\$3,711.37	10.00		
Hose bed loading lights	Replace hose bed loading lights with LED	\$2,100.00	2.00		
Cab switches	Ensure proper function of all switches Note: Any required repairs will be quoted separately	\$0.00	2.00		\$0.00

Air conditioning	Inspect and repair air conditioning system to ensure proper function: Completely rebuild entire AC system, including switches, drains, vents, and any other component related. Make sure the system works perfect and will switch from defrost to vent flawlessly	\$13,650.00	40.00		\$0.00
Seats and interior	Replace/repair seats and components as needed (4) seats, (3) SCBA	\$0.00	8.00		\$2,250.00
Window cranks	Replace window cranks and fix as needed	\$260.00	2.00		\$0.00
Sunvisors	Replace the sun visors in the cab with 1/4 turn latches	\$443.89	3.00		\$0.00
Door panels	Re-rivet door panels, or bolt. Ensure they will not rattle	\$643.50	8.00		\$0.00
Cab insulation	Need new insulation under the cab, and on the engine tunnel	\$1,105.00	12.00		\$0.00
Upholstery	Re-upholster the engine tunnel cover, and any cover that is torn	\$0.00	3.00		\$2,812.50
Weatherstripping	Replace weatherstripping on doors	\$1,495.00	20.00		\$0.00
USB charging ports	Convert cigarette lighter ports into USB ports for charging all ports to be dual port	\$208.00	4.00		\$0.00
Siren switches	Horn and siren buttons on floor do not work, need to fix/replace. Note: Replace officer's side switch w/push button on top of engine cover/dash	\$189.00	4.00		\$0.00
Battery covers	Ensure battery covers in rear floorboard will not come loose anymore	\$0.00	3.00		\$0.00
Cab gauges	Check and ensure proper function of all gauges inside cab, along with any lights inside them	\$1,885.00	8.00		\$0.00
Pump test	Completed pump test	\$0.00	2.00		
Electrical system test	Completed electrical test	\$0.00	4.00		

Detailing	Complete wash and detail of interior, exterior	\$0.00	6.00		\$0.00
Optional transport	Cost to haul one way to shop \$2,640.00 and return from shop to Glenpool \$2,880.00	\$0.00			\$5,520.00
Option paint	Repaint apparatus to same layout as existing	\$0.00			\$25,080.00
Option graphics	To same layout as existing on E-1	\$902.00	30.00		\$0.00
Rear chevron	Rear Chevron to replace rear door graphics, black/red to match existing apparatus Note: Included in original estimate	\$0.00			\$0.00
Front bumper chevron	Front bumper flat center black/red chevron upper lower curved surfaces remain chrome Note: Included in chevron price	\$0.00			\$0.00
Option gravel shield coating	Front bumper top treadplate to be black coating	\$0.00	14.00		\$1,468.75
Supply hose retention system	Re-engineer supply hose retention system to mirror newer apparatus. Straps, rear nets, etc... No hose bed tarps or covers.	\$0.00	20.00		\$1,562.50
Backlit LED handrails	Backlit LED grabrails black in color	\$7,800.00	16.00		
Exterior tank level gauge	Exterior tank level indicator on cab or pump panel exterior tank level gauge	\$1,416.67	8.00		
Redundant cab switches	Redundant cab rocker or momentary switches driver and officer location for scene lights and siren brake, emergency and marker lights	\$626.25	20.00		
Additional Rev.2 items below		\$0.00			
Black out	Black out all trim possible including but not limited to: Air horns, mirrors, SCBA doors (powder coat), Line-X pump panels, light pole brkts. hand rails, folding steps, d-rings, light everything else not available in black parts to be painted black	\$9,800.00			

Back up camera	Install back up camera w/driver monitor	\$375.75	12.00		
Rear wall plates	Install plates on rear wall on either side of medical cabinet coated OTO gray full width and	\$710.00	4.00		\$250.00
Compartment coating	Bedliner coating of compartment interiors light gray				\$5,000.00
Pigtails	Add 12 guage positive and negative pigtails inside medical cabinet and inside each rear cab door opening	\$208.75	6.00		
Roll up doors	Install painted roll up door package	\$23,855.00	36.00		
Stereo	Install AM/FM bluetooth stereo in overhead console w/ 4 speakers	\$375.75	4.00		\$0.00
Storage box	Storage box on top of engine cover, hinged to map box, w/2 cup holders to hold, box of gloves, 2 radios and try for misc. items, coated gray OTO	\$542.75	7.00		
Window tint	Canopy, rear doors and rear wall windows				\$1,000.00
Labels	Replace labels as needed		4.00		\$281.25
Base line pump test			2.00		
Q2B	Replace Q2B with black/chrome model	\$3,961.16	2.00		
Hose tray straps	Install straps on front hose tray	\$130.26	1.00		
Inspection trip	Inspection trip for 5 people Includes meals, lodging and local transportation, excludes air fare				\$2,300.00
Additional Rev. 3 items below					
Tires	Front tires to match newest Pierce, 425/65r22.5 Max Load 11,400 - Michelin X XZE Rear tires to match newest Pierce, 315/80r22.5 Max Load 9090 single - Michelin X WorksXDY Subject to verification of application of individual GAWR, fitment and steering geometry				\$10,178.00
Head sets	Replace head set system w/ new David Clark				\$13,430.00

Drivetrain	Check on ECM programming for 75 MPH road speed subject to ECM programming parameter ranges and requires customer waiver				\$550.00
	TOTALS	\$222,652.96	522.50	170.00	\$78,120.50
	TOTAL ESTIMATED EVT LABOR @	\$135		\$70,537.50	
	TOTAL ESTIMATED MECH LABOR @	\$135		\$22,950.00	
	TOTAL ESTIMATED PARTS			\$222,652.96	
	TOTAL ESTIMATED SUBLET			\$78,120.50	
	TOTAL ESTIMATED REPAIR COST			\$394,260.96	
	"S" denotes Sublet Repair				
This is an estimate of repairs only. Brindlee Mountain Fire Apparatus LLC reserves the right to submit for additional parts and labor charges should it be required during the actual repair process of the vehicle due to hidden or unforeseen damage.					
Payment terms: Balance paid in full prior to shipment					

ESTIMATE OF REPAIRS



Date:	August 29, 2023	Dept Unit #:	E-1
Prepared by:		Year:	2011
Customer:	Glenpool Fire Department OK	Make:	Pierce
Carrier:		Model:	Impel pumper
Claim #:		S/O #:	23950
Date of loss:		VIN #:	4P1CJ01A8BA011656
Point of Impact:		Mileage:	97,022

Contract Item Name	Description	Parts	EVT Labor	Mech. Labor	Sublet
Engine	Frame out engine replacement with factory warranty SN 46979510	\$42,900.00		85.00	\$0.00
Transmission	Frame out transmission replacement with factory warranty Existing SN 6510987355	\$11,147.50		20.00	\$0.00
Rear axle	Completely rebuild and overhaul rear axle	\$11,050.00		20.00	\$0.00
Driveline	Replace all universal joints, carrier bearings, and all other serviceable drivetrain parts	\$1,628.25		6.00	\$0.00
Pump	Completely rebuild and reseal entire fire pump, valves, and all other components Pmp SN 14607	\$11,147.50	74.00		\$0.00
Tires	Replace with new, all 4 rear tires currently on the truck	\$0.00			\$8,125.00
Foam system	Thoroughly flush foam system and ensure proper function of all components associated	\$0.00	4.00		\$0.00

Generator	Ensure proper function of integrated auxiliary hydraulic generator. Note any required repairs will be quoted separately	\$0.00	2.00		\$0.00
Front end steering	Rebuild entire front end, including but not limited to every bushing, seal, bearing, shim, ball joint, shocks, and any other serviceable part	\$26,000.00		60.00	\$0.00
Alignment	Align front end after rebuilding	\$0.00			\$437.50
Brakes	Completely inspect braking system and ensure is in perfect working condition. Note: Any required repairs will be quoted separately	\$0.00		4.00	\$0.00
Cooling system	Replace radiator, hoses, belts, and any related, serviceable component	\$5,850.00		12.00	\$0.00
Air system	Completely inspect entire air system, and replace the air dryer any component that is malfunctioning, defective or inoperable, including but not limited to stuck valves, leaks in any component, regulator(s), valves, etc.	\$1,300.00		8.00	\$0.00
Undercarriage	Completely inspect full undercarriage and suspension and replace any component as needed	\$5,200.00		14.00	\$0.00
Headlights	Upgrade headlights to LED	\$1,657.50	6.00		\$0.00
LED lighting	Replace any inoperable light with LED, both inside and outside of truck, including but not limited to compartment lights (x7), step lights, work lights, running lights, clearance lights, park lights, brake lights, turn signals, emergency lights, scene lights, courtesy lights, reverse lights, pump panel lights, and any other non-functional light. Also replace any light that is functional with an updated LED version.	\$5,200.00	10.00		\$0.00
Wheels	Remove simulators and paint wheels black	\$0.00			\$500.00

Hood latch	Replace hood latch	\$585.00	1.50		\$0.00
Cowl	Re-attach cowl between hood and windshield, Velcro	\$0.00	1.00		\$0.00
Wiper motors	Replace wiper motor(s) that are bad or make noise.	\$1,625.00	6.00		\$0.00
Tailboard	Replace tailboard	\$1,495.00	6.00		\$0.00
Hinges	Replace all passenger compartment cab door hinges	\$3,185.00	4.00		\$0.00
Buff and polish	Buff and polish all exterior paint and any metal surface that is not resurfaced.	\$0.00			\$2,500.00
Treadplate	Coat all treadplate with black coating	\$0.00			\$5,000.00
Front bumper line	Fix/replace Velcro straps on front bumper line.	\$260.00	1.00		\$0.00
Kussmaul	Replace/repair and ensure proper function of Kussmaul plug and shore power charging system	\$1,755.00	4.00		\$0.00
Unit plates	Install unit number plaque with removable and interchangeable unit numbers on each side of apparatus.	\$167.00	2.00		\$0.00
Intake cap	Replace intake cap for driver side intake	\$234.00			\$0.00
Cap, plugs, chains and cables	Replace all intake/discharge cap chains with cables	\$845.00	3.00		\$0.00
Left rear door latch	Fix/replace left rear door latch and screws	\$487.50	1.50		\$0.00
Ladder rack	Check and ensure proper function of ladder rack assembly and safety latches Note: Any required repairs will be quoted separately	\$0.00	2.00		\$0.00
Sight glasses	Replace pump panel hand valve sight glasses	\$1,365.00	2.00		\$0.00
Water level gauges	Repair and ensure proper function of ALL water level gauges on truck	\$1,755.00	3.00		\$0.00

Spanner wrench set	Replace all spanner/hydrant wrench brackets and tools.	\$2,730.00	1.50		\$0.00
Striping	Replace reflective striping on right rear of apparatus and anywhere it is damaged. Note: included with rear door chevron	\$0.00			\$0.00
Chevron	Replace chevron stickers on rear door	\$100.20	6.00		\$0.00
Grille	Paint flag on mesh screen on grill. Note: Will be new factory flag grille	\$3,503.50	2.00		\$0.00
Cab lighting	Repair and replace with LED, any inoperable lights inside the cab	\$416.00	2.00		\$0.00
Switches	Replace membrane switches and ensure proper function of all switches	\$3,900.00	4.00		\$0.00
Headliner	Replace headliner front and rear, and ensure it is secured properly	\$0.00	4.00		\$1,562.50
Air conditioning	Inspect and repair air conditioning system to ensure proper function	\$584.50		8.00	\$0.00
Seats and interior	Replace/repair seats and components as needed (4) seats, (3) SCBA	\$0.00	8.00		\$2,250.00
Equipment	Inspect to replace and repair any malfunctioning, defective, unsatisfactory, or inoperable equipment or components.	\$3,900.00	20.00		\$0.00
Foam system	Repair system	\$2,600.00	10.00		\$0.00
Electrical system	Repair any defective wiring to ensure proper operation of system	\$1,300.00	20.00		\$0.00
Pump test	Completed pump test		2.00		
Electrical system test	Completed electrical test		4.00		
Detailing	Complete wash and detail of interior, exterior		6.00		

Optional transport	Cost to haul one way to shop \$2,640.00 and return from shop to Glenpool \$2,880.00	\$0.00			\$5,520.00
Option graphics	To same layout as E-2		30.00		
Additional Rev 1 and 2 items below					
Rubrails	Replace body rub rails with phenolic block or polypropylene material to match new Pierce	\$4,490.86	12.00		
Cab scene lights	Cab mounted scene lights change to 12Volt LED switched at driver, officer and pump panel to be black light heads	\$4,480.00	8.00		
Hose bed loading lights	Replace hose bed loading lights with LED	\$2,104.20	2.00		
Sunvisors	Replace the sun visors in the cab with 1/4 turn latches	\$443.89	3.00		
USB charging ports	Convert cigarette lighter ports into USB ports for charging all ports to be dual port	\$208.00	4.00		
Siren switches	Note: Replace officer's side switch w/push button on top of engine cover/dash	\$189.00	4.00		
Backlit LED handrails	Backlit LED grabrails black in color	\$7,800.00	16.00		
Exterior tank level gauge	Exterior tank level indicator on cab or pump panel exterior tank level gauge	\$1,419.50	8.00		
Black out	Black out all trim possible including but not limited to: Air horns, mirrors, SCBA doors (powder coat), Line-X pump panels, light pole brkts. hand rails, folding steps, d-rings, light everything else not available in black parts to be painted black	\$9,800.00			
Rear wall plates	Install plates on rear wall on either side of medical cabinet coated OTO gray full width and height, okay	\$710.00	4.00		\$250.00
Pigtails	Add 12 gauge positive and negative pigtails inside medical cabinet and inside each rear cab door opening	\$208.75	6.00		
Stereo	Install AM/FM bluetooth stereo in overhead console w/ 4 speakers	\$375.75	4.00		

Storage box	Storage box on top of engine cover, hinged to map box, w/2 cup holders to hold, box of gloves, 2 radios and try for misc. items, coated gray OTO	\$542.75	7.00		
Window tint	Canopy, rear doors and rear wall windows				\$1,000.00
Labels	Replace labels as needed		4.00		\$281.25
Base line pump test			2.00		
Q2B	Replace Q2B with black/chrome model	\$3,961.16	2.00		
Inspection trip	Inspection trip for 5 people Includes meals, lodging and local transportation, excludes air fare				\$2,300.00
		\$0.00			\$0.00
	TOTALS	\$192,607.31	338.50	237.00	\$29,726.25
	TOTAL ESTIMATED EVT LABOR @	\$135		\$45,697.50	
	TOTAL ESTIMATED MECH LABOR @	\$135		\$31,995.00	
	TOTAL ESTIMATED PARTS			\$192,607.31	
	TOTAL ESTIMATED SUBLET			\$29,726.25	
	TOTAL ESTIMATED REPAIR COST			\$300,026.06	
	"S" denotes Sublet Repair				
This is an estimate of repairs only. Brindlee Mountain Fire Apparatus LLC reserves the right to submit for additional parts and labor charges should it be required during the actual repair process of the vehicle due to hidden or unforeseen damage.					
Payment terms: Balance paid in full prior to shipment					

2011 Pierce Velocity
VIN#

2023

PUR = Purchase Date
SL = Service Life
REPL = Replacement Date

LF = Loss Factor
VL = Value Loss
DV = Depreciated Value

Item	Units	Price per Unit	Total	PUR	SL	REPL	LF	VL	DV	Location
	1		\$ -	2023	15	2038	0	\$ -	\$ -	Cab
Scott Masks	4	\$ 2,579.70	\$ 10,318.80	2023	25	2048	0	\$ -	\$ 10,318.80	Cab
Scott SCBA	4	\$ 6,598.00	\$ 26,392.00	2023	20	2043	0	\$ -	\$ 26,392.00	Cab
Bottles for SCBA	4	\$ 1,094.00	\$ 4,376.00	2023	20	2043	0	\$ -	\$ 4,376.00	Cab
Bottles for SCBA side compartments	4	\$ 1,094.00	\$ 4,376.00	2023	20	2043	0	\$ -	\$ 4,376.00	Cab
Scott RIT Bag	2	\$ 4,919.00	\$ 9,838.00	2023	20	2043	0.00	\$ -	\$ 9,838.00	Cab
Ventis Gas Monitor MX4	1	\$ 1,189.95	\$ 1,189.95	2023	10	2033	0	\$ -	\$ 1,189.95	Cab
	1		\$ -	2023	20	2043	0.0	\$ -	\$ -	Cab
Binoculars Vortex Crossfire 12X50	3	\$ 169.00	\$ 507.00	2023	10	2033	0.0	\$ -	\$ 507.00	Cab
	1		\$ -	2023	10	2033	0	\$ -	\$ -	Cab
Streamlight Flashlight #78104 Stinger	4	\$ 145.00	\$ 580.00	2023	10	2033	0	\$ -	\$ 580.00	Cab
	1		\$ -	2023	10	2033	0	\$ -	\$ -	Cab
	2		\$ -	2023	50	2073	0	\$ -	\$ -	Cab
Safety Vests	4	\$ 14.05	\$ 56.20	2023	20	2043	0	\$ -	\$ 56.20	Cab
	1		\$ -	2023	15	2038	0	\$ -	\$ -	Cab
Pick Head Axe	1	\$ 73.95	\$ 73.95	2023	25	2048	0	\$ -	\$ 73.95	Cab
Flat Head Axe	1	\$ 67.95	\$ 67.95	2023	25	2048	0	\$ -	\$ 67.95	
	1		\$ -	2023	10	2033	0	\$ -	\$ -	Cab Roll-Up
Stryker Lifepak 15	1	\$ 39,698.54	\$ 39,698.54	2023	10	2033	0	\$ -	\$ 39,698.54	Cab Roll-Up
Stryker Stair Pro	2	\$ 6,800.00	\$ 13,600.00	2023	15	2038	0	\$ -	\$ 13,600.00	Cab Roll-Up
	1		\$ -	2023	10	2033	0	\$ -	\$ -	Cab Roll-Up
Med Bags	1	\$ 3,000.00	\$ 3,000.00	2023	10	2033	0	\$ -	\$ 3,000.00	Cab Roll-Up
Rescue Struts	1	\$ 20,000.00	\$ 20,000.00	2023	10	2033	0	\$ -	\$ 20,000.00	Cab Roll-Up
	1		\$ -	2023	10	2033	0	\$ -	\$ -	Cab Roll-Up
	4		\$ -	2023	15	2038	0	\$ -	\$ -	Cab Roll-Up
	2		\$ -	2023	50	2073	0	\$ -	\$ -	Cab Roll-Up
	1		\$ -	2023	20	2043	0	\$ -	\$ -	Cab Roll-Up
	2		\$ -	2023	25	2048	0	\$ -	\$ -	Cab Roll-Up
	2		\$ -	2023	20	2043	0	\$ -	\$ -	Cab Roll-Up
	2		\$ -	2023	15	2038	0	\$ -	\$ -	Cab Roll-Up
	1		\$ -	2023	15	2038	0	\$ -	\$ -	Cab Roll-Up
	1		\$ -	2023	15	2038	0	\$ -	\$ -	Cab Roll-Up

LDH Hose Strap	1	\$	77.95	\$	77.95	2023	25	2048	0	\$	-	\$	77.95	Hose Bed
Hydrant & Spanner Set	1	\$	117.00	\$	117.00	2023	50	2073	0	\$	-	\$	117.00	Comp. 1
2.5" FNST x 5" Stortz	1	\$	168.00	\$	168.00	2023	50	2073	0	\$	-	\$	168.00	Comp. 1
4" FNST x 5" Stortz	1	\$	197.50	\$	197.50	2023	50	2073	0	\$	-	\$	197.50	Comp. 1
Inline Eductor	1	\$	742.95	\$	742.95	2023	50	2073	0	\$	-	\$	742.95	Comp. 1
Stack Tips 1.5"	1	\$	332.95	\$	332.95	2023	50	2073	0	\$	-	\$	332.95	Comp. 1
Stack Tips 2.5"	1	\$	372.00	\$	372.00	2023	50	2073	0	\$	-	\$	372.00	Comp. 1
Wye 2.5"x(2)1.5" B100A	1	\$	347.95	\$	347.95	2023	50	2073	0	\$	-	\$	347.95	Comp. 1
75-325 GPM Elhart 2.5w/PP B278L	2	\$	850.00	\$	1,700.00	2023	50	2073	0	\$	-	\$	1,700.00	Comp. 1
130-500 GPM Elkhart 2.5 PP w/Stack B877A	1	\$	1,065.00	\$	1,065.00	2023	50	2073	0	\$	-	\$	1,065.00	Comp. 1
LDH Roller 2 Man	2	\$	148.50	\$	297.00	2023	50	2073	0	\$	-	\$	297.00	Comp. 1
Fatboy 2.5 Gallon Waterboy Jug (Orange)	1	\$	160.00	\$	160.00	2023	25	2048	0	\$	-	\$	160.00	Comp. 1
5" Stortz x (3) 2.5" Manifold	1	\$	1,095.00	\$	1,095.00	2023	50	2073	0	\$	-	\$	1,095.00	Comp. 1
2.5x1.5 Reducer	3	\$	28.08	\$	84.24	2023	50	2073	0	\$	-	\$	84.24	Comp. 1
Wye 5" Stortz x (2) 5" Stortz	1	\$	2,095.00	\$	2,095.00	2023	50	2073	0	\$	-	\$	2,095.00	Comp. 1
LDH Hoseclamp Hebert HC6	2	\$	530.00	\$	1,060.00	2023	50	2073	0	\$	-	\$	1,060.00	Comp. 1
25' 5" LDH	1	\$	470.00	\$	470.00	2023	25	2048	0	\$	-	\$	470.00	Comp. 1
50' 5" LDH	1	\$	610.00	\$	610.00	2023	25	2048	0	\$	-	\$	610.00	Comp. 1
60-325 GPM TFT SB Nozzle with Stack	1	\$	640.00	\$	640.00	2023	50	2073	0.00	\$	-	\$	640.00	Comp. 1
Rubber Mallet	2	\$	24.00	\$	48.00	2023	50	2073	0	\$	-	\$	48.00	Comp. 1
TFT FoamJet Aerator	1	\$	540.00	\$	540.00	2023	50	2073	0	\$	-	\$	540.00	Comp. 1
100' 1.75" Hi-Rise Hose	2	\$	336.00	\$	672.00	2023	25	2048	0	\$	-	\$	672.00	Comp. 2
Hose Pack Strap	3	\$	109.00	\$	327.00	2023	50	2073	0	\$	-	\$	327.00	Comp. 2
40-260 GPM Elkhart Mystery Nozzle 1.5"	1	\$	375.00	\$	375.00	2023	50	2073	0	\$	-	\$	375.00	Comp. 2
Standpipe Kit	1	\$	1,535.95	\$	1,535.95	2023	25	2048	0	\$	-	\$	1,535.95	Comp. 2
500 GPM TFT Blitz Nozzle	1	\$	2,905.00	\$	2,905.00	2023	25	2048	0	\$	-	\$	2,905.00	Comp. 2
Siamese 5 Stortz x (2) 2.5" FNST	1	\$	520.00	\$	520.00	2023	50	2073	0	\$	-	\$	520.00	Comp. 2
Hose Strap	5	\$	33.00	\$	165.00	2023	50	2073	0	\$	-	\$	165.00	Comp. 2
Intake Cap 6"	1	\$	162.00	\$	162.00	2023	50	2073	0	\$	-	\$	162.00	Comp. 2
Double Male 2.5" Adapter	1	\$	41.50	\$	41.50	2023	50	2073	0	\$	-	\$	41.50	Comp. 2
				\$	-	2023	15	2038	0	\$	-	\$	-	Over Wheel
Door Spreader	1	\$	1,495.00	\$	1,495.00	2023	25	2048	0	\$	-	\$	1,495.00	Comp. 3
Haligan & Axe Strapped	1	\$	348.00	\$	348.00	2023	25	2048	0	\$	-	\$	348.00	Comp. 3
Gas Plugs with Bag	1	\$	449.00	\$	449.00	2023	25	2048	0	\$	-	\$	449.00	Comp. 3
Lock Jockey	1	\$	50.00	\$	50.00	2023	15	2038	0	\$	-	\$	50.00	Comp. 3
Haligan with Cutting Fork	1	\$	320.00	\$	320.00	2023	20	2043	0	\$	-	\$	320.00	Comp. 3

4' D Handle Closet Hook	2	\$ 77.00	\$ 154.00
8lb Sledge Hammer	2	\$ 65.00	\$ 130.00
Square Point Shovel	1	\$ 39.00	\$ 39.00
Spade	1	\$ 39.50	\$ 39.50
Flat Head Axe	1	\$ 75.00	\$ 75.00
Auto Lock-Out Kit	1	\$ 64.00	\$ 64.00
10lb ABC Extinguisher	2	\$ 77.00	\$ 154.00
10lb CO2 Extinguisher	2	\$ 252.00	\$ 504.00
2.5 Gallon Water Pressure Extinguisher	2	\$ 132.00	\$ 264.00
			\$ -
SC-1 Step Chock	2	\$ 125.95	\$ 251.90
SC-2 Step Chock	2	\$ 309.95	\$ 619.90
			\$ -
12 x 12 Salvage Cover	6	\$ 133.00	\$ 798.00
			\$ -
			\$ -
12 x 18 Salvage Cover	4	\$ 168.00	\$ 672.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Hydrant / Spanner Set	2	\$ 117.00	\$ 234.00
2.5 NH double male X2	2	\$ 26.68	\$ 53.36
2.5 NH double female X2	2	\$ 79.33	\$ 158.66
100' 1.75" Hose 50'	2	\$ 198.00	\$ 396.00
70-200 GPM TFT Nozzle pistol grip	1	\$ 895.00	\$ 895.00
		MSRP	
TFT Foam Jet LX	4	\$ 475.00	\$ 1,900.00
TFT Eductor	3	\$ 1,365.00	\$ 4,095.00
MX Foamjet Midrange multi expansion attachment	4	\$ 565.00	\$ 2,260.00
TFT Midmatic 1.5 Nozzle	3	\$ 1,756.00	\$ 5,268.00

2023	20	2043	0	\$	-	\$	154.00	Comp. 6	
2023	20	2043	0	\$	-	\$	130.00	Comp. 6	
2023	20	2043	0	\$	-	\$	39.00	Comp. 6	
2023	20	2043	0	\$	-	\$	39.50	Comp. 6	
2023	20	2043	0	\$	-	\$	75.00	Comp. 6	
2023	20	2043	0	\$	-	\$	64.00	Comp. 6	
2023	20	2043	0	\$	-	\$	154.00	Comp. 7	
2023	20	2043	0	\$	-	\$	504.00	Comp. 7	
2023	20	2043	0	\$	-	\$	264.00	Comp. 7	
2023	20	2043	0	\$	-	\$	-	Comp. 7	
2023	20	2043	0	\$	-	\$	251.90	Comp. 7	
2023	25	2048	0	\$	-	\$	619.90	Comp. 7	
2023	50	2073	0	\$	-	\$	-	Comp. 8	
2023	10	2033	0	\$	-	\$	798.00	Comp. 8	N
2023	25	2048	0	\$	-	\$	-	Comp. 8	
2023	25	2048	0	\$	-	\$	-	Comp. 8	
2023	25	2048	0	\$	-	\$	672.00	Comp. 8	N
2023	20	2043	0	\$	-	\$	-	Comp. 8	
2023	15	2038	0	\$	-	\$	-	Over Wheel	
2023	25	2048	0	\$	-	\$	-	Comp. 9	
2023	20	2043	0	\$	-	\$	-	Comp. 9	
2023	20	2043	0	\$	-	\$	-	Comp. 9	
2023	25	2048	0	\$	-	\$	-	Comp. 9	
2023	25	2048	0	\$	-	\$	234.00	OSideBoard	
2023	25	2048	0	\$	-	\$	53.36	OSideBoard	
2023	25	2048	0	\$	-	\$	158.66	OSideBoard	
2023	20	2043	0	\$	-	\$	396.00	Frnt Bumper	
2023	50	2073	0	\$	-	\$	895.00	Frnt Bumper	

PPV Fan			3260
			\$ 200,002



15410 Hwy 231, Union Grove, AL 35175
Phone: (256) 498-1395 Fax: (256) 498-0924
www.FireTruckMall.com

Statement of Warranty

Refurbished or repaired apparatus shall be covered for the period of one (1) year, parts and labor on the scope of work performed during the course of the refurbishment process. This warranty covers defects in parts and workmanship for any repair, or work that was performed during refurbishment. Items not covered under this warranty, are any item(s) or part(s) that were not part of the refurbishment or repair process.

Warranty will be administered by Brindlee Mountain Fire Apparatus, and Brindlee Mountain should be notified regarding any claim for warranty repairs prior to warranty work being performed. Brindlee Mountain Fire Apparatus will make a determination upon notification, if repairs are covered under the scope of this warranty. Determination will also be made as to whether repairs may be completed on site or in shop. In shop repairs may also be provided by a local service provider that is designated or agreed to by Brindlee Mountain Fire Apparatus.

Power Protection Plan for StepUP Overhaul – Step 4

Limited Warranty on Detroit® Remanufactured Engines

Series 60® Pre-EGR, EPA04, EPA07



CONTENTS REFERENCE

- I. INTRODUCTION
- II. KEY TERMS
- III. PROVISIONS
 - A. CONDITIONS
 - B. COVERAGE
 - C. COVERAGE LIMITATIONS
 - D. CUSTOMER RESPONSIBILITIES
 - E. GENERAL PROVISIONS

I. INTRODUCTION

This describes the coverage provided under the Power Protection Plan (Agreement) for StepUP Overhaul from Detroit Diesel Corporation or Detroit Diesel of Canada Limited, each hereinafter referred to as Detroit. The coverage provided is applicable to the engine(s) described in the separate Agreement Registration document.

All eligible failures, as defined herein, must be reported promptly to the Detroit authorized service outlet from which this Agreement was purchased or to any other Detroit authorized service outlet.

II. KEY TERMS

AGREEMENT PERIOD	The Power Protection Plan coverage for StepUP Overhaul shall extend to the time or mileage limit, whichever occurs first, specified in the coverage. Coverage limitations are measured from the date the engine is first placed in service or 12 months following delivery to the first retail purchaser, whichever occurs first.
CUSTOMER	The person, organization or corporation named in the Agreement Registration.
ELIGIBLE PRODUCT	Detroit Diesel engine described in the Agreement Registration. Products eligible for this coverage are Detroit Diesel Series 60® remanufactured engines, operated in the U.S. and/or Canada and which meet the eligibility requirements of the StepUP Overhaul program.
FAILURE	Any original or Like Replacement Part covered by this Agreement that fails to perform in normal service due to defects in material or workmanship. Original or replacement parts that fail to perform as the result of wear-out, or defective repair or maintenance are not included under this definition.
ODOMETER MILES	The mileage recorded on an odometer (which has not been stopped or changed to lower mileage from actual mileage). In the case of swing engines or an odometer that is broken, the actual mileage on the engine is to be determined from accurate and complete service records.
PARTS	Parts manufactured, by or for, and distributed by Detroit.
QUALIFIED PARTS	All replaced genuine Detroit Parts except electronic componentry (wiring harness, connections, and sensors), braking devices, accessories (i.e., generator, alternator, starter, hydraulic pump, vacuum pump), maintenance items and replacement of parts resulting from wear out.
LIKE REPLACEMENT PARTS	New genuine Detroit Parts or remanufactured Parts approved by Detroit that replace parts covered under this Agreement.
REPAIR	The correction by any Detroit authorized service outlet of a defect or malfunction in an existing Detroit Part, or the replacement of that Part using new genuine Parts or remanufactured parts supplied or approved by Detroit. Repairs will be performed during normal business hours.

III. PROVISIONS

A. CONDITIONS

Detroit will Repair any defective or malfunctioning Qualified Part of each Eligible Product, in accordance with the Agreement Limitations and Adjustment Schedule applicable to the coverage, as shown in Part B – Coverage.

The Agreement will commence upon the expiration of the applicable standard new product warranty and shall extend to the time or odometer mileage limits, whichever occurs first, specified in the coverage selection. Coverage time and mileage limitations are measured from the date the engine is first placed in service or 12 months following delivery of the product to the first retail purchaser, whichever occurs first.

The Agreement provides for conditions resulting from any original or Like Replacement Part covered by the Agreement that fails to perform in normal use and service due to defects in material or workmanship.

B. COVERAGE

This option provides coverage of 100% parts and labor on Qualified Parts, that fail under normal use and service, due to defects in workmanship or material. The purchase of extended coverage provides coverage up to 36 months or 300,000 miles (483,000 km) from the date the engine is first placed in service or 12 months following delivery to the first retail purchaser, whichever occurs first.

StepUP 4 ¾ Engine COVERAGE OPTIONS			
AGREEMENT LIMITATIONS		DEDUCTIBLE TO BE PAID BY CUSTOMER	
MONTHS	MILES/KM	PARTS	LABOR
24	200,000 mi 322,000 km	NO CHARGE	NO CHARGE
36	300,000 mi 483,000 km	NO CHARGE	NO CHARGE

StepUP 4 PowerChoice COVERAGE OPTIONS			
AGREEMENT LIMITATIONS		DEDUCTIBLE TO BE PAID BY CUSTOMER	
MONTHS	MILES/KM	PARTS	LABOR
24	200,000 mi 322,000 km	NO CHARGE	NO CHARGE
36	300,000 mi 483,000 km	NO CHARGE	NO CHARGE

Coverage includes Removal & Reinstallation labor when required to perform a covered repair and the replacement of service supplies (i.e. coolant, lubricating oil and filters).

Progressive damage to any engine part resulting from the failure of a Qualified Part is covered under the Agreement. See Section C for coverage limitations.

As a reminder, ¾ engines are built as generic units. Therefore, any application/chassis specific components may need to be swapped with the existing engine core. Components that are swapped are not covered under the standard engine warranty, but we will honor any existing warranties on the swapped components.

C. COVERAGE LIMITATIONS

- 1. Coverage does not include performance complaints (including, but not limited to low power, poor fuel mileage, oil consumption, etc.) unless caused by the failure of a Qualified Part.
- 2. This coverage does not include the normal replacement of maintenance items (such as belts, hoses, oil, oil filters, antifreeze, water filters, fuel filters).
- 3. Performance of engine tune-up is not included in the coverage unless required due to the failure of a Qualified Part.
- 4. Coverage does not include parts not furnished by Detroit or parts furnished by any other manufacturer or equipment supplier as part of the original vehicle or equipment supplier as part of the original vehicle or equipment. Examples of such parts may include air cleaners, air cleaner ducting, radiator, radiator connections, etc.
- 5. Coverage does not include progressive damage to any part, including Qualified Parts, resulting from a failure of a part not covered under this Agreement.
- 6. Repair due to misuse, negligence, accident, alteration, modifications exceeding Detroit specifications, storage damage, lack of proper maintenance or the use of parts not approved by Detroit is not covered under this Agreement.
- 7. Coverage does not include failure due to chemical corrosion and physical erosion.
- 8. Coverage does not include repairs or replacement of a Qualified Part performed by anyone other than an authorized Detroit service outlet.
- 9. Failure caused by fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water or flood is not covered under this Agreement.
- 10. Coverage does not include failure covered by a repairing outlet's guarantee, loss of time, loss of use of the product, inconvenience, lodging, food or other consequential loss that may result from a failure.
- 11. Normal wear-out of parts is specifically excluded from this Agreement.
- 12. The wear rate of parts in any engine, and especially those parts within the combustion area, will vary depending on operating conditions and environment. Conditions such as load, trailer configuration, road speed and road conditions, as well as the quality of air, fuel, fuel filters, lube oil and lube oil filters bear a direct relationship to the wear rate and resulting life of parts.

Depending upon the severity of these various conditions, parts wear and resulting failure could occur within the limitations of this coverage.
- 13. Coverage does not include towing, overtime, mechanic's travel time and/or mileage.

D. CUSTOMER RESPONSIBILITIES

- 1. The owner is responsible for the performance of regular maintenance services as specified in the Engine Operators' Guide.
- 2. In the event of a failure, a customer must:
 - a. Use all reasonable means to protect the engine from further damage.
 - b. Promptly notify any Detroit authorized service outlet.
 - c. Present proof of coverage (Agreement Registration Form) to the Detroit authorized service outlet.
 - d. Provide Detroit with any information reasonably required. If requested, the customer must provide Detroit with the failed material for inspection.

E. GENERAL PROVISIONS

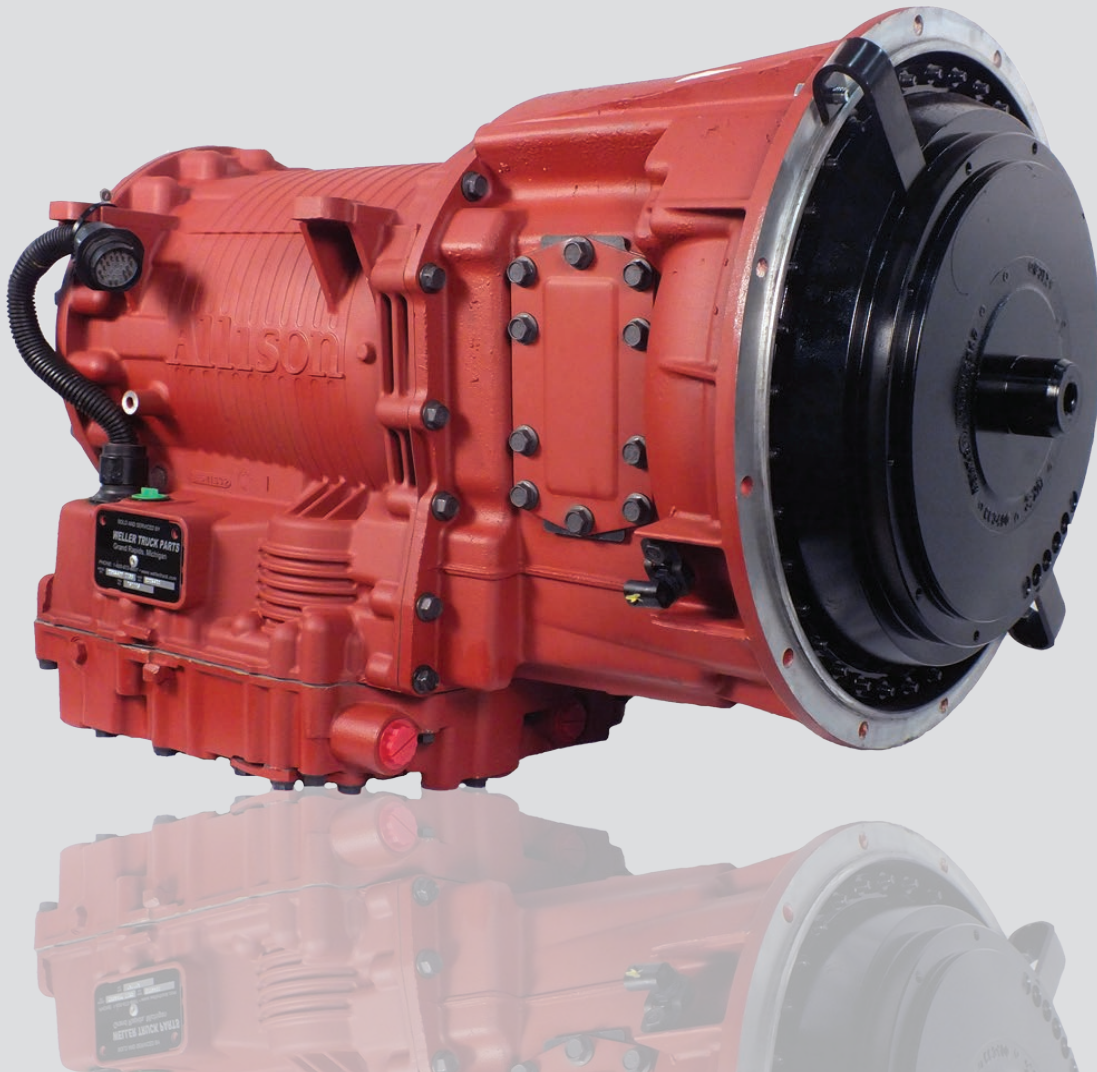
- 1. Installation must be performed by a Detroit authorized or Dealer authorized service outlet. (i.e. Detroit Certified Dealer, Detroit Distributors, Detroit certified technician at customer repair facility, Dealer authorized Independent Repair Facility).
- 2. This coverage must be purchased at the time of overhaul to the retail customer.
- 3. Registration filed beyond 90 days of repair order close date is subject to a late registration fee. Registration is not permitted beyond 12 months of repair order close date.
- 4. This Agreement is transferable to subsequent owners of the product. The coverage transferred is limited to the time remaining on the unused portion of the coverage.
- 5. The previous owner shall transfer to the new owner, all available service records, repair orders, and other such related documents.
- 6. This Agreement applies to a failure of Qualified Parts on the Eligible Product operated in the U.S. and/or Canada.
- 7. Like Replacement Parts used to replace Qualified Parts under this Agreement will assume the identity of Parts replaced and be entitled to the remaining coverage, if any, except as limited under "Coverage Limitations" (Section III-C).



Detroit Diesel Corporation
13400 Outer Drive, West
Detroit, Michigan 48239-4001
Telephone: 313-592-5000
www.demanddetroit.com

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AUTOMATIC TRANSMISSIONS



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REMAN CENTER

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Parts Manager

On behalf of Weller Reman and our Distributors, we would be honored to have the opportunity to work with you on your Allison needs. With our Same Day Policy, we can help when you face a stock out/obsolete problem, excessive lead times, or an unfamiliar product.

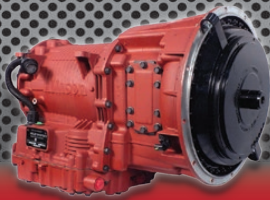
We house an extensive inventory of both old and very current Allison Automatics. We are an Allison Authorized Rebuilder with highly trained technicians ready to work with you on eliminating your customer's downtime.

We look forward to hearing from you!

Thank You,

Your Weller Team
Your Weller Team





THE WELLER REMAN NETWORK

Quality Remanufactured

Manual Transmissions and Transfer Cases

**Quality Remanufactured Products by WELLER for the Following Applications
Light to Heavy Duty**

*Eaton/Fuller • Borg Warner • New Process • Clark • IHC • TTC Spicer • Isuzu • GMC • Mack • Noster •
ZF • Meritor*

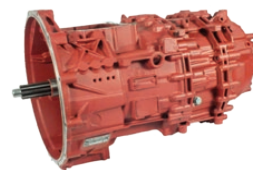
A complete line of Auxiliaries and Transfer Cases



Automated Manual Transmissions

Quality Remanufactured Products by WELLER for the Following Applications

ZF AS-Tronic® • Meritor Freedomline® • Volvo I-Shift® • Mack M Drive® • Eaton/Fuller • Detroit DT 12



Automatic Transmissions

Quality Remanufactured Products by WELLER for the Following Applications

Allison Transmissions® • Clark • Funk • CAT • ZF



Differentials

**Quality Remanufactured Products by WELLER for the Following Applications
Complete Stock for quick exchange.**

*Spicer • Clark • FWD • GMC • IHC • Industrial/Off Road • Mack/PAI • Dana/Eaton • Terex •
Freightliner/Alliance • Meritor /Rockwell • Volvo*



Steering Gear Boxes and Pumps

**Quality Remanufactured Products by WELLER for the Following Applications
All units are tested on our state-of-the-art XLT3 Road Simulator.**

TRW-Ross • Saginaw • Sheppard • Vickers Pumps • ZF • Eaton • Luk



Electronics

**Quality Remanufactured Products by WELLER for the Following Applications
All units are tested for performance and quality.**

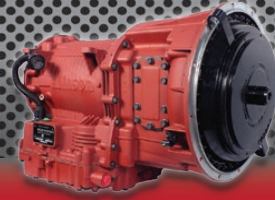
Cummins • Eaton/Fuller • ZF • Allison® • Volvo



- Over 17,000 Units in Stock
- Nationwide Coverage
- Same Day Shipping
- One Year Warranty
- Specialists at Obsolete and Discontinued
- First Quality Units
- All Makes Coverage - One Call
- Technical Assistance

THE WELLER REMAN NETWORK

PROGRAM DESCRIPTION



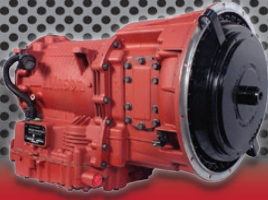
Weller's Unit Exchange program eliminates down time by getting you the parts you need when you need them. With over 17,000 remanufactured transmissions and differentials ready to ship, we can help you eliminate your or your customer's downtime. Consider becoming a key partner in the industry's leading drivetrain program today. With no commitments and no minimums, we are the industry partner for you!

Our aggressive reman program includes:

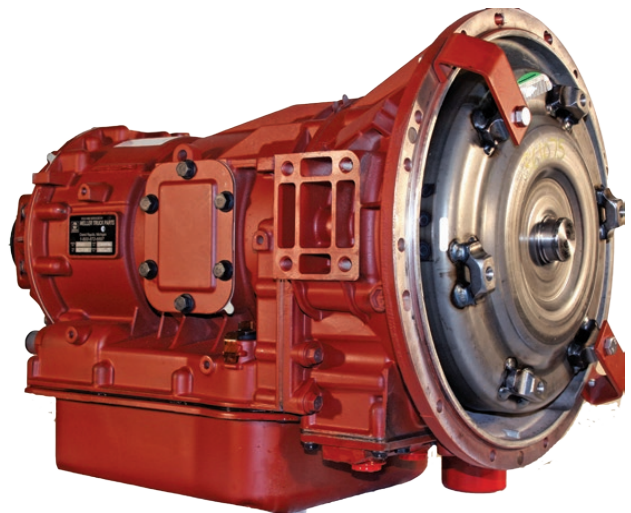
- All Makes Coverage – One Call
- Same Day Service
- Obsolete and Discontinued Specialists
- Two-year Warranty
- 17,000 Unit Stock – It's Available Today!
- Excellent Core Policy (call for details)
- ASE-certified, manufacturer-trained mechanics
- Technical Support on Questions
- All Transmissions Dyno Tested

WELLER REMAN HAS THE ADVANTAGE!

THE WELLER REMAN NETWORK



THE WELLER WAY



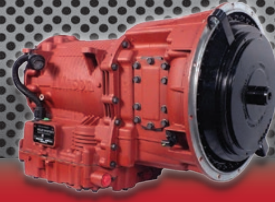
If your company focuses on quality repairs and parts, we would like to put our 950 people on your team! Together we can eliminate downtime with complete coverage of all your drivetrain needs. That's the Weller Way – to partner in select relationships that successfully provide the customer with the best product and service. No hype! Just a true competitive advantage!

With 400,000 square feet in Grand Rapids at our remanufacturing centers and extensive warehousing at our PDC locations dedicated to drivetrain, we are committed to the industry. Through our commitment to focus solely on drivetrain components, we have been able to partner with industry leaders. These partnerships put the best product available in the hands of the company that needs it most!

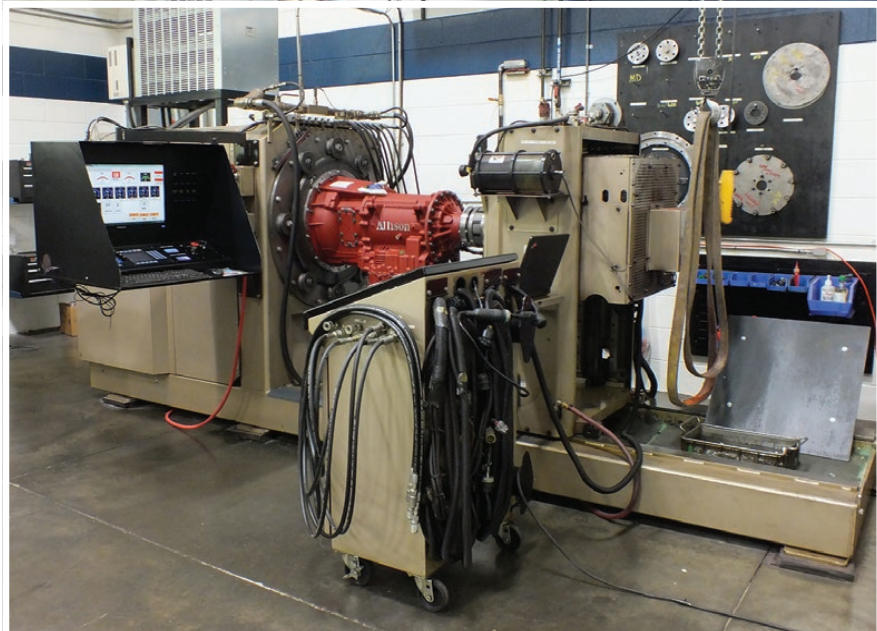
Interested in becoming a key partner in our Reman Program? Contact us today! With no commitments and no minimums, we are the Industry Partner for you!

THE WELLER REMAN NETWORK

DYNO & VALVE BODY TESTING



All transmissions are dyno tested with a load to simulate real truck conditions. Every transmission is evaluated to ensure proper torque, no leakage, accurate shift points, correct main psi, and clutch pressure.



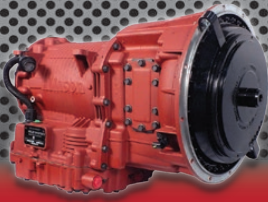
All valve bodies are tested for proper shift points and correct shift pressures on our state-of-the-art Axiline test stand.

The 1k/2k and 3k/4k product lines are also tested for proper solenoid and wiring harness functions.

This testing guarantees proper shift quality at dyno testing and in the customer's vehicle.

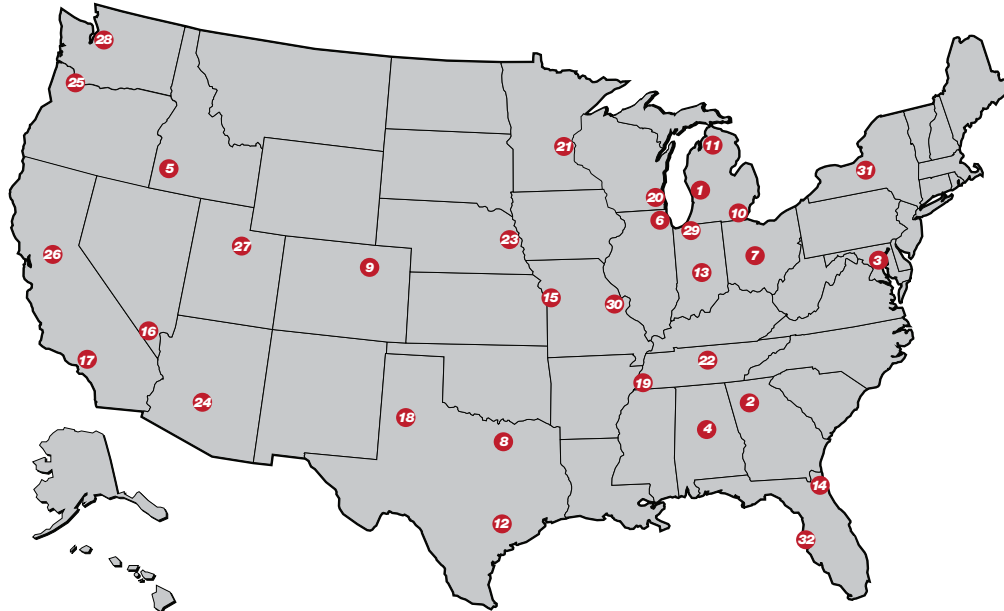


THE WELLER REMAN NETWORK



AVAILABILITY

- Same Day Shipping/Delivery • Weller Pays For The Core Return
- Next Day Air Shipping Available

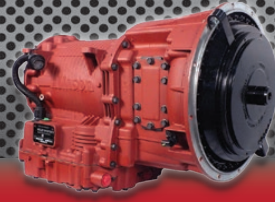


- | | | | | |
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877-768-9577</p> <p>3 Baltimore, MD
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866-535-0777</p> <p>5 Boise, ID
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866-771-9501</p> | <p>8 Dallas, TX
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866-764-8222</p> <p>17 Los Angeles, CA
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877-354-6400</p> <p>21 Minneapolis, MN
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Brooklyn Park, MN 55443
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877-424-3802</p> | <p>22 Nashville, TN
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866-426-2750</p> <p>23 Omaha, NE
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LaVista, NE 68128
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855-597-9001</p> <p>24 Phoenix, AZ
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866-764-8222</p> <p>25 Portland, OR
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888-839-9758</p> <p>26 Sacramento
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888-553-9753</p> <p>27 Salt Lake City, UT
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Suite 400
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855-847-0100</p> <p>28 Seattle, WA
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Maryland Heights, MO 63146
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Tampa, FL 33619
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THE WELLER REMAN NETWORK

ALLISON TRANSMISSIONS



Weller Reman Center is an Allison Authorized Rebuilder, bringing you 100% genuine parts. All 1k/2k units have new genuine Allison Torque Converters. Every unit is dyno tested and our valve bodies are quality remanufactured and matched to the original units. Priced for the best value with outstanding availability and quality remanufacturing by experts in Allison transmissions, why buy anywhere else?



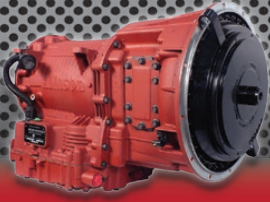
Allison On and Off Highway Transmissions

- AT Series
- MT Series
- HT Series
- 1000-2000 Product Families
- 3000-4000 Product Families
- 5000 Series
- 6000 Series
- 8000 Series
- 9000 Series

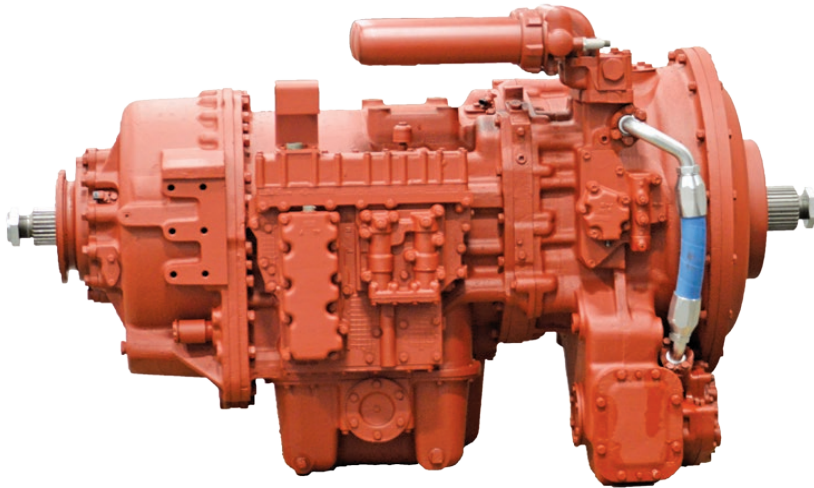
We are proud to offer the following warranties on our Allison units!

- Two years, unlimited miles on On-Highway applications
- Six month warranty on Off-Highway applications

THE WELLER REMAN NETWORK



INDUSTRIAL TRANSMISSIONS



We supply transmissions for:

- Loaders
- Gravel Trucks
- Cranes
- Skidders
- Graders

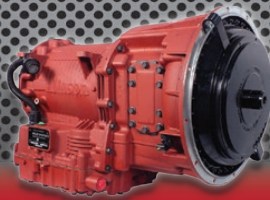
Remanufactured by experts in industrial transmissions, our Industrial Transmissions are in stock for immediate availability. Wear items are replaced with new and priced with your best value in mind!

*Ask about
our custom
remanufacturing!*

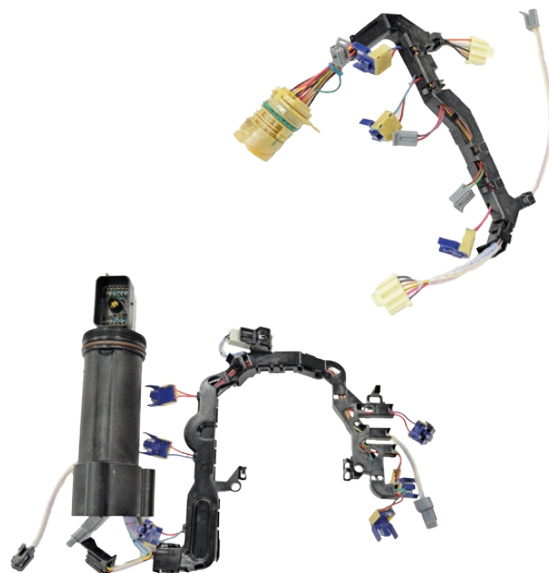


THE WELLER REMAN NETWORK

FULL LINES OF ELECTRICAL COMPONENTS



Externally Mounted Pre-4th Generation NSBU Switches



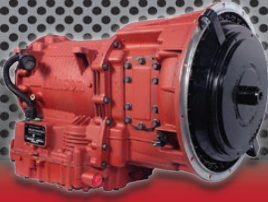
Weller Truck Parts has a full line of terminals, harnesses, switches and sensors ready for immediate shipment.



Weller Reman has a full line of computers and shifters for Automatic Transmissions.

*New
and
Reman
Parts!*

THE WELLER REMAN NETWORK

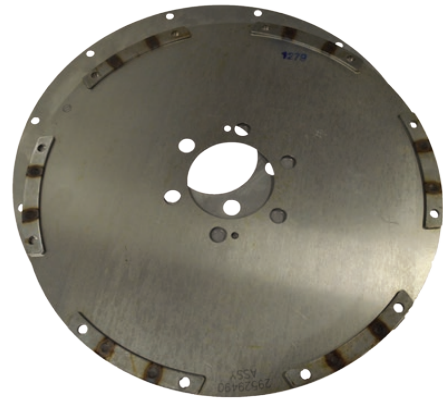


ADAPTATIONS AND EXTERNAL COMPONENTS

Adaptation



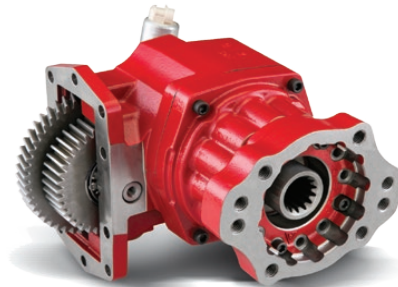
Ring Gear



Flexplate



Hub



PTO

Yoke

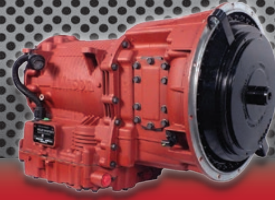


We Also Offer:

- Cooler Port Fittings
- Dip Stick and Tube
- Driveshafts
- Mounting Brackets
- PTOs

THE WELLER REMAN NETWORK

HOW TO ORDER



Weller Tag Contains Model, Part #, and 6 Digit Tag

The best way to order or ID an Allison transmission is to use the 10 digit serial number off an OEM Allison tag or the 6 digit tag number off a Weller tag. This tag is located on the passenger side, rear corner of most Allison Transmissions. This number is the only way to be certain we are providing you with the correct information about your transmission.

If your serial number is not available, reference sheets can be accessed on wellertruck.com.



Allison Tag Contains 10 Digit S/N



THE WELLER REMAN NETWORK

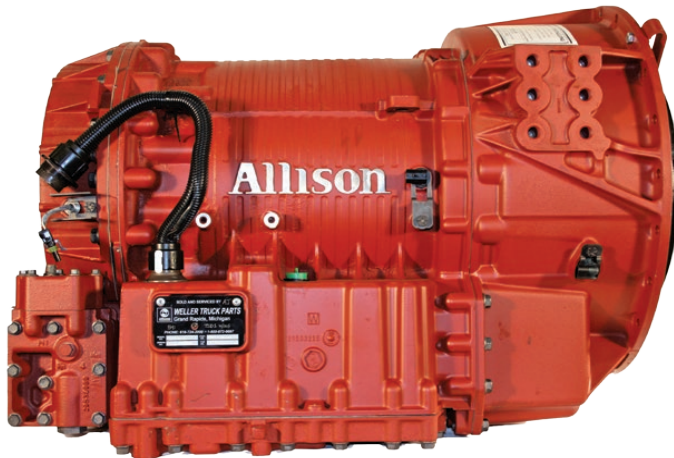
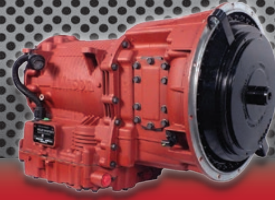
AUTOMATICS

MODEL	MODEL	MODEL	MODEL	MODEL
ALLISON	CLBT5660	HD4060	MT42	12000 SERIES
1000 SERIES	CLBT5860	HD4060P	MT640	12400 SERIES
1000HS	CLBT5860 2	HD4060PR	MT643	18000 SERIES
1000MH	CLBT5860DB	HD4070	MT644	24000 SERIES
1000PK	CLBT5960	HD4560	MT647	28000 SERIES
1000RDS	CLBT5965	HD4560P	MT650	32000 SERIES
2000 SERIES	CLBT6061	HD4560PR	MT653	36000 SERIES
2000P SERIES	CLBT6062	HD4560R	MT654	FUNK
2100HS	CLBT750	HT70	MTB643	12000 FUNK
2100RDS	CLBT750DB	HT740	MTB647	2000 FUNK
2200HS	CLBT750W	HT740D	MTB653	4000 FUNK
2200MH	CLBT754	HT740RS	MTB654	INDUSTRIAL APPLICATIONS
2200RDS	CLBT754DB	HT740W	S5000	ZF
2400 SERIES	CLBT754HD	HT741	S6000	4HP500
2500PTS	CLBT755	HT741RS	S8000	4WG120
2500RDS	CLBT755HD	HT746	S9000	4WG150
2500SP	CLBT9686	HT748	TC10	4WG160
3000EVS	CLT3461	HT750	TRT2211 3	4WG180
3000HS	CLT3461 1	HT750CRD	TRT2220 1	4WG190
3000MH	CLT4460	HT750CRRS	TRT2220 3	4WG200
3000PTS	CLT4460DB	HT750DR	TRT2221 1	4WG210
3000PTSR	CLT4465	HT750DRD	TRT2221 3	4WG250
3000RDS	CLT5640	HT750DRDB	TRT2411 3	4WG260
3500RDS	CLT5860	HT750DRRS	TRT2421 3	4WG310
3700RDS	CLT5960	HT750W	TRT3420	5HP592C
4000EVS	CLT6061	HT754	TRT4621 1	5HP500
4000MH	CLT6062	HT754CR	TRT4820	5HP590
4000RDS	CLT750	HT754CRD	TT1220	5HP600
4500RDS	CLT750DB	HT755CR	TT2221	6WG120
4700OFS	CLT750W	HT755DR	TT2221 1	6WG150
4700RDS	CLT754	HTB741	TT2420	6WG160
AT540	CLT754DB	HTB748	TT2421	6WG180
AT542	CLT754HD	HTB755DR	TT2421 1	6WG190
AT542N	CLT755	M5000	TT3420	6WG200
AT545	CRT3000	M6000	TT3421 1	6WG250
AT545N	CRT3331	M8000	TT4720	6WG260
AT545R	CRT3531	M9000	TT4820	6WG310
B210	CRT5631	MD3060P	TTB2221	
B300	CRT6031	MD3060PR	V730	
B300R	CT3340	MD3060R	V731	
B400	CT3440	MD3066P	V731RH	
B400PR	CT3441	MD3066PR	VCLT3341	
B400R	CT4460 2	MD3070PT	VR731	
B500	CT4460DB	MD3560	VR731RH	
B500P	DP8961	MD3560P	CLARK EQUIPMENT	
B500R	DP8962	MD3560PR	272 44	
CLBT4460	H5000	MT30	272 5	
CLBT4460DB	H6000	MT40	272 78	
CLBT5640	H8000	MT41		

Any references to trademarks are for cross-reference purposes only. Please call for clarification on an individual basis. The rebuilt units are primarily - and proudly - Weller remanufactured! The mailing of this sheet does not constitute an offer to sell.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

TECH SUPPORT



At Weller, we stand behind our products with best-in-the-industry technical support. Have questions about modulators, fluid checks, or service tips? We offer on-the-phone support for your peace of mind!

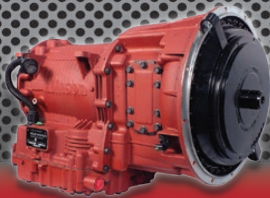
Technical Assistance

- Shifting Complaints
- Pulling Codes
- Troubleshooting Steps
- Wiring Schematics
- Reviewing Snap Shots

*Call our
Number!
616-724-3744*



THE WELLER REMAN NETWORK



APPROVED FLUIDS

TES295

Approved Marketer

Product Brandname

Approval Number

AN-011001	Castrol Heavy Duty Lubricants	TranSynd
AN-031002	BP Lubricants	Autran Syn 295
AN-031003	Cognis Corporation	Emgard 2805
AN-031004	International Truck & Engine Company	Fleetrite Synthetic ATF
AN-051005	ExxonMobil Lubricants and Petroleum Specialties Company	Mobil Delvac Synthetic ATF
AN-071006	John Deere & Company	HD SynTran
AN-1010007	Volvo Trucks North America	Bulldog Synthetic ATF
AN-121009	Case New Holland	CNH HD Synthetic ATF
AN-121008	Shell International Petroleum Co. LTD.	Shell Spirax S6 ATF A295



TES-389

Product Marketer

Product Brandname

NAmerica

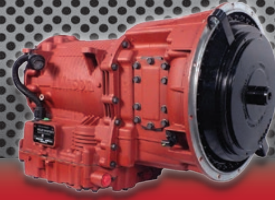
CAmerica

Approval Number

BP Castrol	Castrol ATF Heavy Duty	Yes	Yes	AA-33182010
BP Castrol	Castrol ATF Heavy Duty	Yes	Yes	AA-33192010
BP Lubricants	Castrol Heavy Duty Multi-Purpose ATF	Yes	Yes	AA-32252007
BP Lubricants	Castrol Heavy Duty Multi-Purpose ATF	Yes	Yes	AA-32362007
Chevron Products Company	Chevron Automatic Transmission Fluid HD-389	Yes	Yes	AA-32012007
Chevron Products Company	Chevron Automatic Transmission Fluid HD-389	Yes	Yes	AA-32202007
Chevron Products Company	Chevron Automatic Transmission Fluid HD-389	Yes	Yes	AA-32242007
Chevron Products Company	Chevron Synthetic Automatic Transmission Fluid Heavy Duty	Yes	Yes	AA-31992007
Chevron Products Company	Texaco Automatic Transmission Fluid HD-389	Yes	Yes	AA-32002007
ExxonMobil Lubricants & Petroleum Specialties Co.	Mobile ATF D/M	Yes	Yes	AA-32792008
Fuchs Petrolub AG	Fuchs Titan ATF 4000	Yes	Yes	AA-32822010
Petro-Canada	Petro-Canada ATF D3M	Yes	Yes	AA-32082007
Ravensberger Schmierstoffvertrieb GMBH	Ravenol ATF III H	Yes	Yes	AA-33072010
Shell International Petroleum Co. LTD.	Spirax S2 ATF A389	Yes	Yes	AA-33242011
Shell Lubricants	Donax TA-389	Yes	Yes	AA-32212007
Shell Lubricants	Donax TX	Yes	Yes	AA-32332007

THE WELLER REMAN NETWORK

CORES



Core Return Instructions

The Weller Truck Parts core return program is designed to facilitate an efficient and cost effective way of returning your cores. Following the instructions listed below will ensure your core is processed quickly and correctly.

1. Attach the Core Return Tag provided with the remanufactured unit to core

- For warranty units, obtain a Warranty Repair Authorization (RA#) from your Weller Truck Representative. If you are not sure who your representative is call the Reman Center at 1-800-872-6697 or email warranty@wellertruck.com.

2. Prepare the unit for shipping.

1. Drain oil from unit.
2. Band, wrap, or strap unit(s) to a pallet.
3. Attach a copy of the warranty invoice, core tag or RA# to the unit for identification.

3. Notify Weller Shipping Department when unit is ready for pick up.

- Download the Weller App!
 - Scan the QR code or go to wellertruck.com/app
- Email corereturn@wellertruck.com or call 1-800-872-6697 Ext. 3794 or 3759
 - Provide the following:
 - ✓ Core return tag, Weller Truck Parts invoice, or the RA if the unit is a possible warranty
 - ✓ Your contact information
 - ✓ Hours of operation



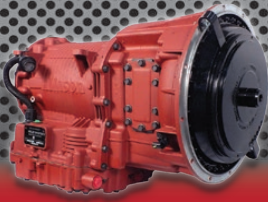
Weller will prepare the bill of lading and schedule your unit to be picked up by a Weller approved carrier.

Thank you for choosing Weller Truck Parts!

Failure to follow these procedures could result in core credit delays and freight charge backs.

***Core eligibility is one year from invoice date**

THE WELLER REMAN NETWORK



WELLER WARRANTY

WARRANTY STATEMENT

- **Metal tag must not be removed or warranty will be void**
- **Nationwide**
- **Two Year Coverage**
- **Unlimited Mileage**

Call Us!
800-872-6697
-for-

- **Technical Assistance**
- **Return Authorization**

Warranty Coverage

Standard Warranty Coverage

Weller Reman Allison Transmissions for *"on-highway" applications* – Two year, unlimited mileage – parts and labor. Weller Reman Allison Transmissions for *"off-highway" applications* – Six months, unlimited hours – parts and labor.

Authorized Repair Points – Our Nationwide Warranty may be administered only by an authorized warranty repair facility. Call 1-800-872-6697 for authorization.

Exclusions – Subject to the conditions stated herein, Weller warrants to the original retail purchaser thereof that its Reman products will, when used in a motor truck for on-highway or on/off-highway applications in the United States and properly installed and assembled on vehicles approved by the O.E.M. for such purpose, be and remain under normal conditions of use and operation free from failure due to defects in materials and workmanship from the date of sale.

This warranty covers parts and labor to repair or replace, at Weller's option, the failed Weller component. Units installed as replacements under this warranty are warranted only for the remainder of the original warranty period.

This warranty shall not extend to failures or damage due to improper lubrication or operation in excess of original design limitations, failure to follow normal published preventive maintenance guidelines of the O.E.M., abuse or damage by improper installation, casualty or shipment.

This warranty shall not extend to repairs for noise (including idle rattle), excessive operating temperature, transmission rear seal leakage, nor does it cover failures caused by engine, clutch, driveline; including transmission synchronizer pin breakage, or other truck components or system.

This warranty does not cover failures caused by a worn, damaged or defective part or component mounted to the unit by the dealer or retail purchaser, including without limitation, the transmission end yoke.

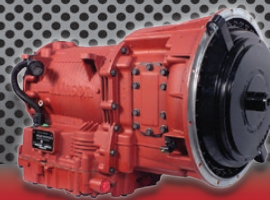
All warranty claims shall be made to Weller and shall be supported by satisfactory evidence in respect of the conditions stated herein. As a condition precedent to the allowance of such claims, the component or assembly involved shall, if requested by Weller, be returned prepaid to Weller for examination.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN, WELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING IS THE LIMIT OF THE LIABILITY OF WELLER, AND IS THE EXCLUSIVE AND SOLE REMEDY OF THE PARTY TO WHOM THIS WARRANTY IS MADE. LIABILITY ON THE PART OF WELLER FOR DAMAGES, EXPRESSLY INCLUDING CONSEQUENTIAL DAMAGES IS DISCLAIMED.

This warranty may not be changed or modified in any way except in writing by Weller.

THE WELLER REMAN NETWORK

WELLER WARRANTY

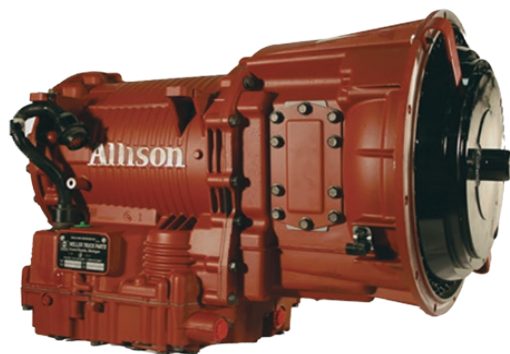


Warranty

It is essential that Weller is contacted before the unit is removed from the vehicle for warranty. If the unit failed, the unit will be filmed, documented, and warranty determined.

The following are the maximum flat rates for failures due to defective products or workmanship:

- Flat Rates are for Dealers and Dealer's Customers
- Units do not have to be installed at a Dealer to receive flat rate warranty
- Flat Rate Warranty is available on over the counter sales



The following table shows warranty flat rates for Allison transmissions:

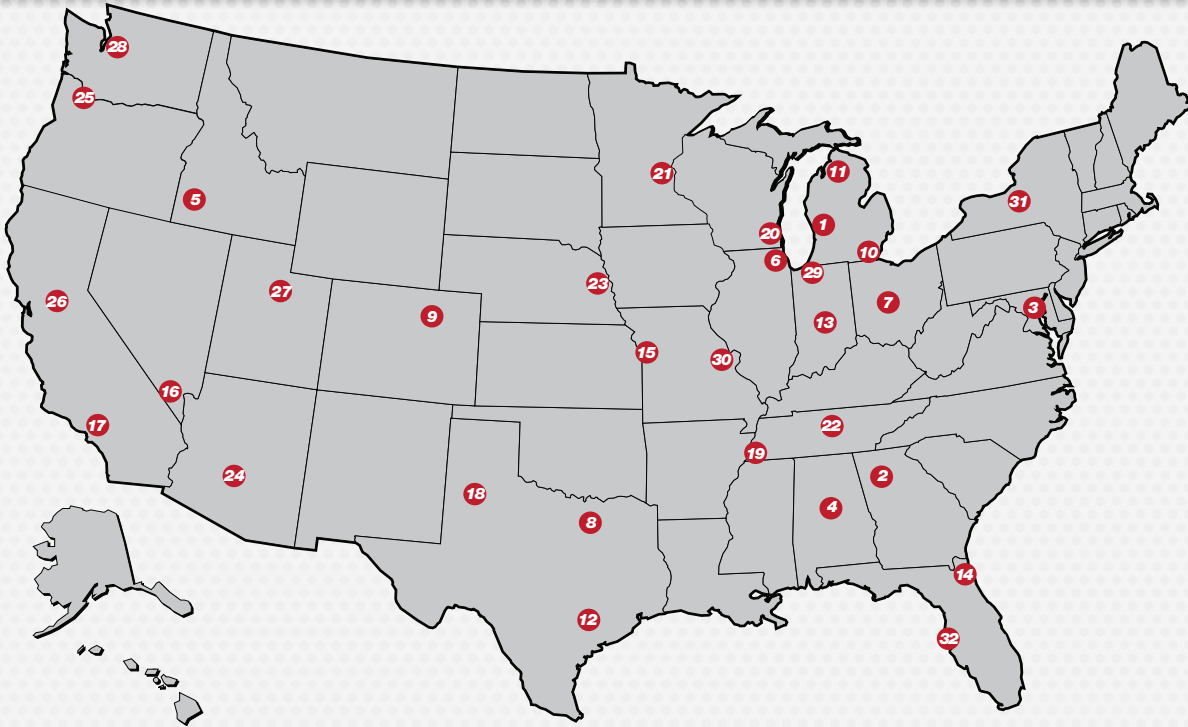
Allison Model	Flat Rate Credit
1000 SERIES GM APPL	\$500
1000 SERIES STD APPL	\$500
2000 SERIES	\$500
2400 SERIES	\$500
AT540, 542, 542N, 545	\$500
AT545N, 545R	\$500
B400R	\$800
B500	\$800
B500R	\$800
HD4060, HD4060P, HD4560	\$800
HT70, HT740, HT740RS	\$800
HT750, HT750CRD, HT750DRD	\$800
HT754, HT754CR, HT754CRD	\$800
MD3060, MD3060P, MD3066P	\$700
MD3560, MD3560P	\$700
MT640, MT643	\$600
MT650, MT653	\$600
MT654	\$600

THE WELLER REMAN NETWORK



THE WELLER REMAN NETWORK

THE WELLER REMAN NETWORK

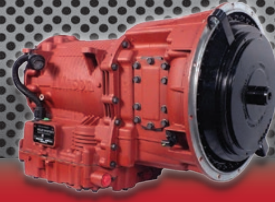


- 1 Reman Center**
1500 Gezon Pkwy S.W.
Grand Rapids, MI 49509
616-724-2000
800-872-6697
- 2 Atlanta, GA**
5007 Clark Howell Hwy.,
Suite A
Atlanta, GA 30349
404-768-9577
877-768-9577
- 3 Baltimore, MD**
899 Airport Park Rd., Ste. N
Glen Burnie, MD 21061
410-553-0443
877-550-0443
- 4 Birmingham, AL**
116 Total Solutions Way
Alabaster, AL 35007
205-685-0777
866-535-0777
- 5 Boise, ID**
8484 W. Victory Road
Boise, ID 83709
208-331-1061
888-331-1061
- 6 Chicago, IL**
14407 S Gougar Rd Ste 500
Lockport, IL 60491
708-974-9919
888-974-9319
- 7 Columbus, OH**
2885 International St.
Columbus, OH 43228
614-771-9500
866-771-9501
- 8 Dallas, TX**
3113 Skyway Circle N
Irving, TX 75038
972-258-0460
855-258-0460
- 9 Denver, CO**
11333 East 55th Ave Unit A
Denver, CO 80239
303-375-6633
833-375-6633
- 10 Detroit, MI**
29826 W. Eight Mile Road
Farmington Hills, MI 48336
248-473-1900
800-473-1905
- 11 Gaylord, MI**
353 Expressway Court
Gaylord, MI 49735
989-731-6700
888-731-6700
- 12 Houston, TX**
4549 Aldine Bender
Houston, TX 77032
281-442-8855
877-677-8855
- 13 Indianapolis, IN**
6903 E. 32nd St.
Indianapolis, IN 46226
317-547-3190
888-547-3190
- 14 Jacksonville, FL**
10330 Chedoak Court
Suite 205
Jacksonville, FL 32218
904-757-0777
888-474-0777
- 15 Kansas City, MO**
3824 N. Skiles Ave.
Kansas City, MO 64161
816-454-2237
844-341-4578
- 16 Las Vegas, NV**
2985 Coleman St., Suite 14
North Las Vegas, NV 89032
702-638-8222
866-764-8222
- 17 Los Angeles, CA**
9355 Cherry Ave.
Fontana, CA 92335
909-356-8322
877-356-8322
- 18 Lubbock, TX**
Coming Soon!
- 19 Memphis**
7520 Appling Center Dr.
Ste 102
Memphis, TN 38133
901-386-8604
833-270-3220
- 20 Milwaukee, WI**
8625 North 107th
Milwaukee, WI 53224
414-354-6400
877-354-6400
- 21 Minneapolis, MN**
3201 85th Avenue North
Brooklyn Park, MN 55443
763-424-3800
877-424-3802
- 22 Nashville, TN**
230 Molly Walton Drive
Hendersonville, TN 37075
615-264-2750
866-426-2750
- 23 Omaha, NE**
8623 S. 117th St.
LaVista, NE 68128
402-597-9000
855-597-9001
- 24 Phoenix, AZ**
702-638-8222
866-764-8222
- 25 Portland, OR**
13150-2 NE Airport Way
Portland, OR 97230
503-255-1924
888-839-9758
- 26 Sacramento**
1424 N Market Blvd. Unit 80
Sacramento, CA 95834
279-972-4170
888-553-9753
- 27 Salt Lake City, UT**
3450 W. California Ave.
Suite 400
Salt Lake City, UT 84104
801-886-0100
855-847-0100
- 28 Seattle, WA**
6408 South 196th Street
Kent, WA 98032
253-872-0321
877-572-0321
- 29 South Bend, IN**
3303 William Richardson Ct.
Suite 200
South Bend, IN 46628
574-237-1000
800-968-8860
- 30 St. Louis, MO**
2388 Chaffee Drive
Maryland Heights, MO 63146
314-692-2227
877-992-2227
- 31 Syracuse, NY**
4530 Morgan Place
Liverpool, NY 13090
315-457-7098
844-320-4288
- 32 Tampa, FL**
217 Hobbs Street
Suite 103
Tampa, FL 33619
813-685-6100
866-685-6109

www.wellertruck.com

©Jasper Weller LLC

ALLISON TRANSMISSIONS



Weller Reman Center is an Allison Authorized Rebuilder, bringing you 100% genuine parts. All 1k/2k units have new genuine Allison Torque Converters. Every unit is dyno tested and our valve bodies are quality remanufactured and matched to the original units. Priced for the best value with outstanding availability and quality remanufacturing by experts in Allison transmissions, why buy anywhere else?



Allison On and Off Highway Transmissions

- AT Series
- MT Series
- HT Series
- 1000-2000 Product Families
- 3000-4000 Product Families
- 5000 Series
- 6000 Series
- 8000 Series
- 9000 Series

We are proud to offer the following warranties on our Allison units!

- Two years, unlimited miles on On-Highway applications
- Six month warranty on Off-Highway applications

THE WELLER REMAN NETWORK



To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: November 30, 2023

Re: Lease Purchase Agreement for Fire Truck Equipment

Background:

The FY24 Approved Budget includes the equipment needed for the refurbishing of two fire trucks, funded by a lease purchase agreement. The lease purchase is for parts and equipment only, with the required labor to be paid with cash.

Two financial institutions responded to a request for financing quotes. The most favorable terms were quoted by Community First National Bank. The recommended lease term is five years with annual payments at an interest rate of 5.384%. Five (5) annual payments of \$145,973.79 bring the total acquisition cost with documentation fee to \$729,868.95, including interest of \$123,187.04.

Payments will be made from the Public Safety Capital Fund, account numbers 51-6-90-6550 (principal) and 51-6-90-6555 (interest), with the first payment to be made in April, 2025 from the upcoming FY24-25 budget.

A summary of the financing quotes is attached for your review.

Staff Recommendation:

Staff recommends that the City Council adopt Resolution 2023014 authorizing the City Manager to finalize a Lease Purchase Agreement for Equipment with Community First National Bank.

Attachments:

Financing quotes
Resolution 2023014

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

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

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

RESOLUTION NO. 2023014

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GLENPOOL APPROVING A LEASE PURCHASE AGREEMENT FOR EQUIPMENT BETWEEN THE CITY OF GLENPOOL AND COMMUNITY FIRST NATIONAL BANK, SUBJECT TO MUTUAL RATIFICATION AND APPROPRIATION OF FUNDS BY THE CITY EACH FISCAL YEAR DURING THE TERM OF THE AGREEMENT.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the equipment required for the refurbishment of two fire trucks, now and hereafter acquired (the "Equipment"). Lessee desires to finance the Equipment by entering into a Lease Purchase Agreement for Equipment with Community First National Bank as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the Bid Proposals from Brindlee Mountain Fire Apparatus dated October 6, 2023; and the Equipment will be used by Lessee for the purpose of:

Fulfilling essential public safety functions; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment; and

WHEREAS, the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Glenpool that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute, Attest and Certify the Agreement:

Joyce Calvert, Mayor

David. Tillotson, City Manager

Wendy Knight, City Clerk

BE IT FURTHER RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to ensure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

PASSED AND APPROVED this 4th day of December 2023.

Joyce G. Calvert, Mayor

Attest:

Wendy Knight, City Clerk



4.0
215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

November 30, 2023

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

RE: Financing for Refurbish (2) Fire Trucks and Loose Equipment Purchase

Dear Julie,

Thank you for the opportunity to work with City of Glenpool on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 12/15/2023 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Glenpool and an attorney's opinion letter.

Signer 1 - Joyce Calvert, Mayor
Signer 2 - David Tillotson, City Manager
Signer 3 - Wendy Knight, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Kristi

Kristi Kirkman
Documentation Associate

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - ☐ Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 – PAYMENT SCHEDULE**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - ☐ Print the date the Resolution is being signed
 - ☐ Print the date of the meeting in which the financing was approved
 - ☐ Joyce Calvert - sign as “Authorized Signer”
 - ☐ Complete the lessee's Fiscal year start and end months
 - ☐ David Tillotson - attest the Resolution as “Attested By”
 - ☐ Wendy Knight - certify the Resolution as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - ☐ Joyce Calvert - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIRMENTS**
 - ☐ Provide Agent's contact information
 - ☐ Joyce Calvert - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - ☐ Complete contact information for payment billing invoices
- ◇ **ESCROW AGREEMENT**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
 - ☐ Joyce Calvert - sign where indicated
- ◇ **TAX COMPLIANCE WITH NO ARBITRAGE**
 - ☐ Joyce Calvert - sign and date where indicated
- ◇ **8038 - IRS Form**
 - ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
 - ☐ Joyce Calvert - sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - ☐ Certificate of Insurance from your insurance provider
 - ☐ Copy of down payment check in the amount of \$278,600.00 made payable to the vendor

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 12/15/2023, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Glenpool

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 12/15/2023, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Glenpool, 12205 South Yukon Avenue, Glenpool, OK 74033 a body corporate and politic duly organized and existing under the laws of the State of Oklahoma ("Lessee");

RECITALS

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

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

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

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

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

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

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

ARTICLE II. DEFINITIONS

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

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. LEASE TERM

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

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

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

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

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

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

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

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 10% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

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

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

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

ARTICLE XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

Lease No. 64711EU

LESSEE:

City of Glenpool

Joyce Calvert, Mayor

LESSOR:

Community First National Bank

Neal Farmer, Sr. VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 12/15/2023

Counterpart No. 1,

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

Re: Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

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

Lease Number: 64711EU

LESSEE:

City of Glenpool

LESSOR:

Community First National Bank

Joyce Calvert, Mayor

Neal Farmer, Sr. VP

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

Lease Number: 64711EU

Repair (2) Fire Trucks with Equipment Purchase and installation as outlined on Attachment 1.1, 1.2 and 1.3

With a total acquisition cost of \$894,000.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

Attachment 1.1

ESTIMATE OF REPAIRS



Date:	October 6, 2023	Dept Unit #:	E-2
Prepared by:		Year:	2000
Customer:	Glenpool Fire Department OK	Make:	E-One
Carrier:		Model:	
Claim #:		S/O #:	120944
Date of loss:		VIN #:	4ENGAAA85Y1000944
Point of Impact:		Mileage:	85,054

Contract Item Name	Description	Parts	EVT Labor	Mech. Labor	Sublet
Engine	In-frame Engine rebuild with warranty. Note: Engine will be a reman long block replacement with warranty	\$46,995.00		60.00	\$0.00
Transmission	Transmission full reman eplacement warranty	\$12,805.00		20.00	\$0.00
Rear axle	Completely rebuild and overhaul rear axle	\$11,050.00		20.00	\$0.00
Driveline	Replace all universal joints, carrier bearings, and all other serviceable drivetrain parts	\$1,628.25		6.00	\$0.00
Pump	Completely rebuild and reseal entire fire pump, valves, and all other components	\$12,350.00	68.00		\$0.00
Valves	Ensure proper function of all transfer valves, relief valves, gauges, (2) 3.5", and lights corresponding	\$585.00	6.00		\$0.00
Primer	Repair primer pump	\$1,235.00	4.00		\$0.00

Generator	Ensure proper function of integrated auxiliary generator and all outlets/cords related Note: Honda EM 5000	\$422.50	2.50	\$0.00
Front end steering	Rebuild entire front end, including but not limited to every bushing, seal, bearing, shim, ball joint, king pin, shocks, and any other serviceable part	\$7,800.00	24.00	\$0.00
Alignment	Align front end after rebuild	\$0.00		\$437.50
Brakes	Replace all brakes including, pads, linings rotors and drums	\$6,300.00	12.00	\$0.00
Cooling system	Replace radiator hoses, belts, and any related, serviceable component	\$780.00	4.00	\$0.00
Air system	Completely inspect entire air system, and replace the air dryer, any component that is malfunctioning, defective or inoperable, including but not limited to stuck valves, leaks in any component, regulator(s), valves, dry-rotted or weathered hoses, etc.	\$1,300.00	8.00	\$0.00
Undercarriage	Completely inspect full undercarriage, rebuild and respring suspension	\$5,850.00	16.00	\$0.00
Headlights	Upgrade headlights to LED with black bezel	\$1,997.45	6.00	\$0.00

LED lighting	Update all lights to LED Replace any inoperable light with LED, both inside and outside of truck, including but not limited to: compartment lights, step lights, work lights, running lights, clearance lights, park lights, brake lights, turn signals, emergency lights, scene lights, courtesy lights, reverse lights, pump panel lights, and any other non-functional light. Also replace any light that is not functional with an updated LED version. Note Emergency lights to be Whelen with all light bezels black. Additional info LED bulbs in cab dome lights, Upper and lower level emergency lighting to be red/blue to match new Pierce as close as possible Pierce job # 37358	\$20,475.00	45.00	\$0.00
Wheels	Remove simulators and paint wheels black Note: Customer requires paint not powder coating	\$0.00		\$500.00
Buff and polish	Buff and polish all exterior paint and any metal surface that is not resurfaced	\$0.00		\$2,500.00
Treadplate	Price of polishing treadplate vs. coating all treadplate with black coating. Treadplate on roof will just get polished, not coated Note: Price difference to coat diamond plate black would be an additional \$2500.00 above this line item cost	\$0.00		\$2,500.00
Unit plates	Install unit number plaque with removable and interchangeable unit numbers on each side of apparatus	\$167.00	2.00	\$0.00
Caps and plugs chains	Replace all intake/discharge cap chains with cables.	\$845.00	3.00	\$0.00
Door latches	Check all latches and ensure proper function of every door. Note: Required repairs will be quoted separately	\$0.00	2.00	\$0.00

Water level gauges	Repair and ensure proper function of ALL water level gauges on truck. Add level gauges on both sides of truck	\$1,880.80	10.00		\$0.00
Trim	Remove bottom cab trim and weld fill holes and repair	\$0.00	6.00		\$0.00
Rubrails	Replace body rub rails with phenolic block or polypropylene material to match new Pierce	\$4,490.86	12.00		
Mudflaps	New mud flaps	\$286.00	1.00		\$0.00
Door shocks	New struts on all compartment doors	\$455.00	6.00		\$0.00
Upper body panel	On the upper portion of the fire body, would like to have a panel installed that is flat all the way across. Can send pictures upon request to ensure we are on the same page	\$1,105.00	8.00		\$500.00
Cab lighting	Repair and replace with LED, any inoperable lights inside the cab. Update all operable lights to LED bulbs/new lenses if needed	\$975.00	6.00		\$0.00
Cab scene lights	Cab mounted scene lights change to 12Volt LED switched at driver, officer and pump panel to be black light heads	\$4,480.00	8.00		
Cab brow light	Install an LED cab scene light over brow, part number to be specified by department Install 72" LED Fire Tec light bar same as E-One demo S/O# 145707	\$3,711.37	10.00		
Hose bed loading lights	Replace hose bed loading lights with LED	\$2,100.00	2.00		
Cab switches	Ensure proper function of all switches Note: Any required repairs will be quoted separately	\$0.00	2.00		\$0.00

Air conditioning	Inspect and repair air conditioning system to ensure proper function: Completely rebuild entire AC system, including switches, drains, vents, and any other component related. Make sure the system works perfect and will switch from defrost to vent flawlessly	\$13,650.00	40.00		\$0.00
Seats and interior	Replace/repair seats and components as needed (4) seats, (3) SCBA	\$0.00	8.00		\$2,250.00
Window cranks	Replace window cranks and fix as needed	\$260.00	2.00		\$0.00
Sunvisors	Replace the sun visors in the cab with 1/4 turn latches	\$443.89	3.00		\$0.00
Door panels	Re-rivet door panels, or bolt. Ensure they will not rattle	\$643.50	8.00		\$0.00
Cab insulation	Need new insulation under the cab, and on the engine tunnel	\$1,105.00	12.00		\$0.00
Upholstery	Re-upholster the engine tunnel cover, and any cover that is torn	\$0.00	3.00		\$2,812.50
Weatherstripping	Replace weatherstripping on doors	\$1,495.00	20.00		\$0.00
USB charging ports	Convert cigarette lighter ports into USB ports for charging all ports to be dual port	\$208.00	4.00		\$0.00
Siren switches	Horn and siren buttons on floor do not work, need to fix/replace. Note: Replace officer's side switch w/push button on top of engine cover/dash	\$189.00	4.00		\$0.00
Battery covers	Ensure battery covers in rear floorboard will not come loose anymore	\$0.00	3.00		\$0.00
Cab gauges	Check and ensure proper function of all gauges inside cab, along with any lights inside them	\$1,885.00	8.00		\$0.00
Pump test	Completed pump test	\$0.00	2.00		
Electrical system test	Completed electrical test	\$0.00	4.00		

Detailing	Complete wash and detail of interior, exterior	\$0.00	6.00		\$0.00
Optional transport	Cost to haul one way to shop \$2,640.00 and return from shop to Glenpool \$2,880.00	\$0.00			\$5,520.00
Option paint	Repaint apparatus to same layout as existing	\$0.00			\$25,080.00
Option graphics	To same layout as existing on E-1	\$902.00	30.00		\$0.00
Rear chevron	Rear Chevron to replace rear door graphics, black/red to match existing apparatus Note: Included in original estimate	\$0.00			\$0.00
Front bumper chevron	Front bumper flat center black/red chevron upper lower curved surfaces remain chrome Note: Included in chevron price	\$0.00			\$0.00
Option gravel shield coating	Front bumper top treadplate to be black coating	\$0.00	14.00		\$1,468.75
Supply hose retention system	Re-engineer supply hose retention system to mirror newer apparatus. Straps, rear nets, etc... No hose bed tarps or covers.	\$0.00	20.00		\$1,562.50
Backlit LED handrails	Backlit LED grabrails black in color	\$7,800.00	16.00		
Exterior tank level gauge	Exterior tank level indicator on cab or pump panel exterior tank level gauge	\$1,416.67	8.00		
Redundant cab switches	Redundant cab rocker or momentary switches driver and officer location for scene lights and siren brake, emergency and marker lights	\$626.25	20.00		
Additional Rev.2 items below		\$0.00			
Black out	Black out all trim possible including but not limited to: Air horns, mirrors, SCBA doors (powder coat), Line-X pump panels, light pole brkts. hand rails, folding steps, d-rings, light everything else not available in black parts to be painted black	\$9,800.00			

Back up camera	Install back up camera w/driver monitor	\$375.75	12.00		
Rear wall plates	Install plates on rear wall on either side of medical cabinet coated OTO gray full width and	\$710.00	4.00		\$250.00
Compartment coating	Bedliner coating of compartment interiors light gray				\$5,000.00
Pigtails	Add 12 guage positive and negative pigtails inside medical cabinet and inside each rear cab door opening	\$208.75	6.00		
Roll up doors	Install painted roll up door package	\$23,855.00	36.00		
Stereo	Install AM/FM bluetooth stereo in overhead console w/ 4 speakers	\$375.75	4.00		\$0.00
Storage box	Storage box on top of engine cover, hinged to map box, w/2 cup holders to hold, box of gloves, 2 radios and try for misc. items, coated gray OTO	\$542.75	7.00		
Window tint	Canopy, rear doors and rear wall windows				\$1,000.00
Labels	Replace labels as needed		4.00		\$281.25
Base line pump test			2.00		
Q2B	Replace Q2B with black/chrome model	\$3,961.16	2.00		
Hose tray straps	Install straps on front hose tray	\$130.26	1.00		
Inspection trip	Inspection trip for 5 people Includes meals, lodging and local transportation, excludes air fare				\$2,300.00
Additional Rev. 3 items below					
Tires	Front tires to match newest Pierce, 425/65r22.5 Max Load 11,400 - Michelin X XZE Rear tires to match newest Pierce, 315/80r22.5 Max Load 9090 single - Michelin X WorksXDY Subject to verification of application of individual GAWR, fitment and steering geometry				\$10,178.00
Head sets	Replace head set system w/ new David Clark				\$13,430.00

Drivetrain	Check on ECM programming for 75 MPH road speed subject to ECM programming parameter ranges and requires customer waiver				\$550.00
	TOTALS	\$222,652.96	522.50	170.00	\$78,120.50
	TOTAL ESTIMATED EVT LABOR @	\$135		\$70,537.50	
	TOTAL ESTIMATED MECH LABOR @	\$135		\$22,950.00	
	TOTAL ESTIMATED PARTS			\$222,652.96	
	TOTAL ESTIMATED SUBLET			\$78,120.50	
	TOTAL ESTIMATED REPAIR COST			\$394,260.96	
	"S" denotes Sublet Repair				
This is an estimate of repairs only. Brindlee Mountain Fire Apparatus LLC reserves the right to submit for additional parts and labor charges should it be required during the actual repair process of the vehicle due to hidden or unforeseen damage.					
Payment terms: Balance paid in full prior to shipment					

Attachment 1.2

ESTIMATE OF REPAIRS

**BRINDLEE
MOUNTAIN**
FIRE
APPARATUS

Date:	August 29, 2023	Dept Unit #:	E-1
Prepared by:		Year:	2011
Customer:	Glenpool Fire Department OK	Make:	Pierce
Carrier:		Model:	Impel pumper
Claim #:		S/O #:	23950
Date of loss:		VIN #:	4P1CJ01A8BA011656
Point of Impact:		Mileage:	97,022

Contract Item Name	Description	Parts	EVT Labor	Mech. Labor	Sublet
Engine	Frame out engine replacement with factory warranty SN 46979510	\$42,900.00		85.00	\$0.00
Transmission	Frame out transmission replacement with factory warranty Existing SN 6510987355	\$11,147.50		20.00	\$0.00
Rear axle	Completely rebuild and overhaul rear axle	\$11,050.00		20.00	\$0.00
Driveline	Replace all universal joints, carrier bearings, and all other serviceable drivetrain parts	\$1,628.25		6.00	\$0.00
Pump	Completely rebuild and reseal entire fire pump, valves, and all other components Pmp SN 14607	\$11,147.50	74.00		\$0.00
Tires	Replace with new, all 4 rear tires currently on the truck	\$0.00			\$8,125.00
Foam system	Thoroughly flush foam system and ensure proper function of all components associated	\$0.00	4.00		\$0.00

Generator	Ensure proper function of integrated auxiliary hydraulic generator. Note any required repairs will be quoted separately	\$0.00	2.00		\$0.00
Front end steering	Rebuild entire front end, including but not limited to every bushing, seal, bearing, shim, ball joint, shocks, and any other serviceable part	\$26,000.00		60.00	\$0.00
Alignment	Align front end after rebuilding	\$0.00			\$437.50
Brakes	Completely inspect braking system and ensure is in perfect working condition. Note: Any required repairs will be quoted separately	\$0.00		4.00	\$0.00
Cooling system	Replace radiator, hoses, belts, and any related, serviceable component	\$5,850.00		12.00	\$0.00
Air system	Completely inspect entire air system, and replace the air dryer any component that is malfunctioning, defective or inoperable, including but not limited to stuck valves, leaks in any component, regulator(s), valves, etc.	\$1,300.00		8.00	\$0.00
Undercarriage	Completely inspect full undercarriage and suspension and replace any component as needed	\$5,200.00		14.00	\$0.00
Headlights	Upgrade headlights to LED	\$1,657.50	6.00		\$0.00
LED lighting	Replace any inoperable light with LED, both inside and outside of truck, including but not limited to compartment lights (x7), step lights, work lights, running lights, clearance lights, park lights, brake lights, turn signals, emergency lights, scene lights, courtesy lights, reverse lights, pump panel lights, and any other non-functional light. Also replace any light that is functional with an updated LED version.	\$5,200.00	10.00		\$0.00
Wheels	Remove simulators and paint wheels black	\$0.00			\$500.00

Hood latch	Replace hood latch	\$585.00	1.50		\$0.00
Cowl	Re-attach cowl between hood and windshield, Velcro	\$0.00	1.00		\$0.00
Wiper motors	Replace wiper motor(s) that are bad or make noise.	\$1,625.00	6.00		\$0.00
Tailboard	Replace tailboard	\$1,495.00	6.00		\$0.00
Hinges	Replace all passenger compartment cab door hinges	\$3,185.00	4.00		\$0.00
Buff and polish	Buff and polish all exterior paint and any metal surface that is not resurfaced.	\$0.00			\$2,500.00
Treadplate	Coat all treadplate with black coating	\$0.00			\$5,000.00
Front bumper line	Fix/replace Velcro straps on front bumper line.	\$260.00	1.00		\$0.00
Kussmaul	Replace/repair and ensure proper function of Kussmaul plug and shore power charging system	\$1,755.00	4.00		\$0.00
Unit plates	Install unit number plaque with removable and interchangeable unit numbers on each side of apparatus.	\$167.00	2.00		\$0.00
Intake cap	Replace intake cap for driver side intake	\$234.00			\$0.00
Cap, plugs, chains and cables	Replace all intake/discharge cap chains with cables	\$845.00	3.00		\$0.00
Left rear door latch	Fix/replace left rear door latch and screws	\$487.50	1.50		\$0.00
Ladder rack	Check and ensure proper function of ladder rack assembly and safety latches Note: Any required repairs will be quoted separately	\$0.00	2.00		\$0.00
Sight glasses	Replace pump panel hand valve sight glasses	\$1,365.00	2.00		\$0.00
Water level gauges	Repair and ensure proper function of ALL water level gauges on truck	\$1,755.00	3.00		\$0.00

Spanner wrench set	Replace all spanner/hydrant wrench brackets and tools.	\$2,730.00	1.50		\$0.00
Striping	Replace reflective striping on right rear of apparatus and anywhere it is damaged. Note: included with rear door chevron	\$0.00			\$0.00
Chevron	Replace chevron stickers on rear door	\$100.20	6.00		\$0.00
Grille	Paint flag on mesh screen on grill. Note: Will be new factory flag grille	\$3,503.50	2.00		\$0.00
Cab lighting	Repair and replace with LED, any inoperable lights inside the cab	\$416.00	2.00		\$0.00
Switches	Replace membrane switches and ensure proper function of all switches	\$3,900.00	4.00		\$0.00
Headliner	Replace headliner front and rear, and ensure it is secured properly	\$0.00	4.00		\$1,562.50
Air conditioning	Inspect and repair air conditioning system to ensure proper function	\$584.50		8.00	\$0.00
Seats and interior	Replace/repair seats and components as needed (4) seats, (3) SCBA	\$0.00	8.00		\$2,250.00
Equipment	Inspect to replace and repair any malfunctioning, defective, unsatisfactory, or inoperable equipment or components.	\$3,900.00	20.00		\$0.00
Foam system	Repair system	\$2,600.00	10.00		\$0.00
Electrical system	Repair any defective wiring to ensure proper operation of system	\$1,300.00	20.00		\$0.00
Pump test	Completed pump test		2.00		
Electrical system test	Completed electrical test		4.00		
Detailing	Complete wash and detail of interior, exterior		6.00		

Optional transport	Cost to haul one way to shop \$2,640.00 and return from shop to Glenpool \$2,880.00	\$0.00			\$5,520.00
Option graphics	To same layout as E-2		30.00		
Additional Rev 1 and 2 items below					
Rubrails	Replace body rub rails with phenolic block or polypropylene material to match new Pierce	\$4,490.86	12.00		
Cab scene lights	Cab mounted scene lights change to 12Volt LED switched at driver, officer and pump panel to be black light heads	\$4,480.00	8.00		
Hose bed loading lights	Replace hose bed loading lights with LED	\$2,104.20	2.00		
Sunvisors	Replace the sun visors in the cab with 1/4 turn latches	\$443.89	3.00		
USB charging ports	Convert cigarette lighter ports into USB ports for charging all ports to be dual port	\$208.00	4.00		
Siren switches	Note: Replace officer's side switch w/push button on top of engine cover/dash	\$189.00	4.00		
Backlit LED handrails	Backlit LED grabrails black in color	\$7,800.00	16.00		
Exterior tank level gauge	Exterior tank level indicator on cab or pump panel exterior tank level gauge	\$1,419.50	8.00		
Black out	Black out all trim possible including but not limited to: Air horns, mirrors, SCBA doors (powder coat), Line-X pump panels, light pole brkts. hand rails, folding steps, d-rings, light everything else not available in black parts to be painted black	\$9,800.00			
Rear wall plates	Install plates on rear wall on either side of medical cabinet coated OTO gray full width and height, okay	\$710.00	4.00		\$250.00
Pigtails	Add 12 gauge positive and negative pigtails inside medical cabinet and inside each rear cab door opening	\$208.75	6.00		
Stereo	Install AM/FM bluetooth stereo in overhead console w/ 4 speakers	\$375.75	4.00		

Storage box	Storage box on top of engine cover, hinged to map box, w/2 cup holders to hold, box of gloves, 2 radios and try for misc. items, coated gray OTO	\$542.75	7.00		
Window tint	Canopy, rear doors and rear wall windows				\$1,000.00
Labels	Replace labels as needed		4.00		\$281.25
Base line pump test			2.00		
Q2B	Replace Q2B with black/chrome model	\$3,961.16	2.00		
Inspection trip	Inspection trip for 5 people Includes meals, lodging and local transportation, excludes air fare				\$2,300.00
		\$0.00			\$0.00
	TOTALS	\$192,607.31	338.50	237.00	\$29,726.25
	TOTAL ESTIMATED EVT LABOR @	\$135		\$45,697.50	
	TOTAL ESTIMATED MECH LABOR @	\$135		\$31,995.00	
	TOTAL ESTIMATED PARTS			\$192,607.31	
	TOTAL ESTIMATED SUBLET			\$29,726.25	
	TOTAL ESTIMATED REPAIR COST			\$300,026.06	
	"S" denotes Sublet Repair				
This is an estimate of repairs only. Brindlee Mountain Fire Apparatus LLC reserves the right to submit for additional parts and labor charges should it be required during the actual repair process of the vehicle due to hidden or unforeseen damage.					
Payment terms: Balance paid in full prior to shipment					

Attachment 1.3

2023 Pierce Puck Velocity
VIN#

2023

PUR = Purchase Date
SL = Service Life
REPL = Replacement Date

LF = Loss Factor
VL = Value Loss
DV = Depreciated Value

Item	Units	Price per Unit	Total	PUR	SL	REPL	LF	VL	DV	Location
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Cab
Scott Masks	4	\$ 2,579.70	\$ 10,318.80	2023	25	2048	0 \$	-	\$ 10,318.80	Cab
Scott SCBA	4	\$ 6,598.00	\$ 26,392.00	2023	20	2043	0 \$	-	\$ 26,392.00	Cab
Bottles for SCBA	4	\$ 1,094.00	\$ 4,376.00	2023	20	2043	0 \$	-	\$ 4,376.00	Cab
Bottles for SCBA side compartments	4	\$ 1,094.00	\$ 4,376.00	2023	20	2043	0 \$	-	\$ 4,376.00	Cab
Scott RIT Bag	2	\$ 4,919.00	\$ 9,838.00	2023	20	2043	0.00 \$	-	\$ 9,838.00	Cab
Ventis Gas Monitor MX4	1	\$ 1,189.95	\$ 1,189.95	2023	10	2033	0 \$	-	\$ 1,189.95	Cab
	1		\$ -	2023	20	2043	0.0 \$	-	\$ -	Cab
Binoculars Vortex Crossfire 12X50	3	\$ 169.00	\$ 507.00	2023	10	2033	0.0 \$	-	\$ 507.00	Cab
	1		\$ -	2023	10	2033	0 \$	-	\$ -	Cab
Streamlight Flashlight #78104 Stinger	4	\$ 145.00	\$ 580.00	2023	10	2033	0 \$	-	\$ 580.00	Cab
	1		\$ -	2023	10	2033	0 \$	-	\$ -	Cab
	2		\$ -	2023	50	2073	0 \$	-	\$ -	Cab
Safety Vests	4	\$ 14.05	\$ 56.20	2023	20	2043	0 \$	-	\$ 56.20	Cab
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Cab
Pick Head Axe	1	\$ 73.95	\$ 73.95	2023	25	2048	0 \$	-	\$ 73.95	Cab
Flat Head Axe	1	\$ 67.95	\$ 67.95	2023	25	2048	0 \$	-	\$ 67.95	
	1		\$ -	2023	10	2033	0 \$	-	\$ -	Cab Roll-Up
Stryker Lifepak 15	1	\$ 39,698.54	\$ 39,698.54	2023	10	2033	0 \$	-	\$ 39,698.54	Cab Roll-Up
Stryker Stair Pro	2	\$ 6,800.00	\$ 13,600.00	2023	15	2038	0 \$	-	\$ 13,600.00	Cab Roll-Up
	1		\$ -	2023	10	2033	0 \$	-	\$ -	Cab Roll-Up
Med Bags	1	\$ 3,000.00	\$ 3,000.00	2023	10	2033	0 \$	-	\$ 3,000.00	Cab Roll-Up
Struts	1	\$ 20,000.00	\$ 20,000.00	2023	10	2033	0 \$	-	\$ 20,000.00	Cab Roll-Up
	1		\$ -	2023	10	2033	0 \$	-	\$ -	Cab Roll-Up
	4		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	50	2073	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	20	2043	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	20	2043	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	3		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Cab Roll-Up
	4		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	2		\$ -	2023	10	2033	0 \$	-	\$ -	Cross Box
	3		\$ -	2023	10	2033	0 \$	-	\$ -	Dunage
	1		\$ -	2023	15	2038	0 \$	-	\$ -	Dunage
	2		\$ -	2023	15	2038	0 \$	-	\$ -	Dunage
	1		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up
	1		\$ -	2023	25	2048	0 \$	-	\$ -	Cab Roll-Up

	1		\$	-
	1		\$	-
	1		\$	-
	1		\$	-
	1		\$	-
2.5 NH double male X2	2	\$	26.68	\$ 53.36
2.5 NH double female X2	2	\$	79.33	\$ 158.66
200' 1.75" Hose Red 50'	4	\$	198.00	\$ 792.00
70-200 GPM TFT Nozzle (Elkhart 60-200gpm)	1	\$	1,021.00	\$ 1,021.00
200' 1.75" Hose Yellow (100')	2	\$	297.00	\$ 594.00
70-200 GPM TFT Nozzle (Elkhart 60-200gpm)	1	\$	1,021.00	\$ 1,021.00
Shop Broom	2	\$	45.00	\$ 90.00
Scoop Shovel	2	\$	59.95	\$ 119.90
			\$	-
Barrel Strainer	1	\$	218.45	\$ 218.45
1000' 5" LDH	10	\$	870.00	\$ 8,700.00
250' 2.5 Hose	5	\$	262.00	\$ 1,310.00
500' 2.5 Hose	10	\$	262.00	\$ 2,620.00
50' 2.5 Hose	1	\$	262.00	\$ 262.00
100' 1.75" Hi-Rise(50') Key Lite DJ Poly orange)	2	\$	199.00	\$ 398.00
Wye 2.5"x(2)1.5"	1	\$	347.95	\$ 347.95
Elkhart 1" pistol grip	1	\$	616.00	\$ 616.00
Hose Pack Strap	6	\$	30.95	\$ 185.70
LDH Hose Strap	1	\$	77.95	\$ 77.95
Hydrant & Spanner Set	1	\$	117.00	\$ 117.00
2.5" FNST x 5" Stortz	1	\$	168.00	\$ 168.00
4" FNST x 5" Stortz	1	\$	197.50	\$ 197.50
Inline Eductor	1	\$	742.95	\$ 742.95
Stack Tips 1.5"	1	\$	332.95	\$ 332.95
Stack Tips 2.5"	1	\$	372.00	\$ 372.00
Wye 2.5"x(2)1.5" B100A	1	\$	347.95	\$ 347.95
75-325 GPM Elhart 2.5w/PP B278L	2	\$	850.00	\$ 1,700.00
130-500 GPM Elkhart 2.5 PP w/Stack B877A	1	\$	1,065.00	\$ 1,065.00
LDH Roller 2 Man	2	\$	148.50	\$ 297.00
Fatboy 2.5 Gallon Waterboy Jug (Orange)	1	\$	160.00	\$ 160.00
5" Stortz x (3) 2.5" Manifold	1	\$	1,095.00	\$ 1,095.00
2.5x1.5 Reducer	3	\$	28.08	\$ 84.24
Wye 5" Stortz x (2) 5" Stortz	1	\$	2,095.00	\$ 2,095.00
LDH Hoseclamp Hebert HC6	2	\$	530.00	\$ 1,060.00
25' 5" LDH	1	\$	470.00	\$ 470.00
50' 5" LDH	1	\$	610.00	\$ 610.00
60-325 GPM TFT SB Nozzle with Stack	1	\$	640.00	\$ 640.00
Rubber Mallet	2	\$	24.00	\$ 48.00
TFT FoamJet Aerator	1	\$	540.00	\$ 540.00
100' 1.75" Hi-Rise Hose	2	\$	336.00	\$ 672.00

2023	25	2048	0 \$	-	\$	-	Cab Roll-Up
2023	15	2038	0 \$	-	\$	-	Cab Roll-Up
2023	15	2038	0.00 \$	-	\$	-	Cab Roll-Up
2023	15	2038	0 \$	-	\$	-	Cab Roll-Up
2023	15	2038	0 \$	-	\$	-	Cab Roll-Up
2023	25	2048	0 \$	-	\$	53.36	Comp 1
2023	25	2048	0 \$	-	\$	158.66	Comp 1
2023	25	2048	0 \$	-	\$	792.00	Cross Lay
2023	50	2073	0 \$	-	\$	1,021.00	Cross Lay Elkhart
2023	25	2048	0 \$	-	\$	594.00	Cross Lay
2023	50	2073	0 \$	-	\$	1,021.00	Cross Lay Elkhart
2023	15	2038	0 \$	-	\$	90.00	Dunnage
2023	50	2073	0 \$	-	\$	119.90	Dunnage
2023	50	2073	0 \$	-	\$	-	Top
2023	25	2048	0 \$	-	\$	218.45	Rear
2023	25	2048	0 \$	-	\$	8,700.00	Hose Bed
2023	25	2048	0 \$	-	\$	1,310.00	Hose Bed
2023	25	2048	0 \$	-	\$	2,620.00	Hose Bed
2023	25	2048	0 \$	-	\$	262.00	Hose Bed
2023	25	2048	0 \$	-	\$	398.00	Hose Bed NAFECO
2023	25	2048	0.00 \$	-	\$	347.95	Hose Bed
2023	25	2048	0 \$	-	\$	616.00	Hose Bed Fire Safetyplus.com
2023	20	2043	0 \$	-	\$	185.70	Hose Bed
2023	25	2048	0 \$	-	\$	77.95	Hose Bed
2023	50	2073	0 \$	-	\$	117.00	Comp. 1
2023	50	2073	0 \$	-	\$	168.00	Comp. 1
2023	50	2073	0 \$	-	\$	197.50	Comp. 1
2023	50	2073	0 \$	-	\$	742.95	Comp. 1
2023	50	2073	0 \$	-	\$	332.95	Comp. 1
2023	50	2073	0 \$	-	\$	372.00	Comp. 1
2023	50	2073	0 \$	-	\$	347.95	Comp. 1
2023	50	2073	0 \$	-	\$	1,700.00	Comp. 1
2023	50	2073	0 \$	-	\$	1,065.00	Comp. 1
2023	50	2073	0 \$	-	\$	297.00	Comp. 1
2023	25	2048	0 \$	-	\$	160.00	Comp. 1
2023	50	2073	0 \$	-	\$	1,095.00	Comp. 1
2023	50	2073	0 \$	-	\$	84.24	Comp. 1
2023	50	2073	0 \$	-	\$	2,095.00	Comp. 1
2023	50	2073	0 \$	-	\$	1,060.00	Comp. 1
2023	25	2048	0 \$	-	\$	470.00	Comp. 1
2023	25	2048	0 \$	-	\$	610.00	Comp. 1
2023	50	2073	0.00 \$	-	\$	640.00	Comp. 1
2023	50	2073	0 \$	-	\$	48.00	Comp. 1
2023	50	2073	0 \$	-	\$	540.00	Comp. 1
2023	25	2048	0 \$	-	\$	672.00	Comp. 2

Hose Pack Strap	3	\$	109.00	\$	327.00	2023	50	2073	0	\$	-	\$	327.00	Comp. 2
40-260 GPM Elkhart Mystery Nozzle 1.5"	1	\$	375.00	\$	375.00	2023	50	2073	0	\$	-	\$	375.00	Comp. 2
Standpipe Kit	1	\$	1,535.95	\$	1,535.95	2023	25	2048	0	\$	-	\$	1,535.95	Comp. 2
500 GPM TFT Blitz Nozzle	1	\$	2,905.00	\$	2,905.00	2023	25	2048	0	\$	-	\$	2,905.00	Comp. 2
Siamese 5 Stortz x (2) 2.5" FNST	1	\$	520.00	\$	520.00	2023	50	2073	0	\$	-	\$	520.00	Comp. 2
Hose Strap	5	\$	33.00	\$	165.00	2023	50	2073	0	\$	-	\$	165.00	Comp. 2
Intake Cap 6"	1	\$	162.00	\$	162.00	2023	50	2073	0	\$	-	\$	162.00	Comp. 2
Double Male 2.5" Adapter	1	\$	41.50	\$	41.50	2023	50	2073	0	\$	-	\$	41.50	Comp. 2
				\$	-	2023	15	2038	0	\$	-	\$	-	Over Wheel
Door Spreader	1	\$	1,495.00	\$	1,495.00	2023	25	2048	0	\$	-	\$	1,495.00	Comp. 3
Halgan & Axe Strapped	1	\$	348.00	\$	348.00	2023	25	2048	0	\$	-	\$	348.00	Comp. 3
Gas Plugs with Bag	1	\$	449.00	\$	449.00	2023	25	2048	0	\$	-	\$	449.00	Comp. 3
Lock Jockey	1	\$	50.00	\$	50.00	2023	15	2038	0	\$	-	\$	50.00	Comp. 3
Halgan with Cutting Fork	1	\$	320.00	\$	320.00	2023	20	2043	0	\$	-	\$	320.00	Comp. 3
Bolt Cutter Large	2	\$	76.00	\$	152.00	2023	25	2048	0	\$	-	\$	152.00	Comp. 3
Glass Master Saw	1	\$	229.00	\$	229.00	2023	20	2043	0	\$	-	\$	229.00	Comp. 3
R & K Tool Set with Belt	1	\$	185.00	\$	185.00	2023	25	2048	0	\$	-	\$	185.00	Comp. 3
				\$	-	2023	15	2038	0	\$	-	\$	-	Comp. 3
				\$	-	2023	30	2053	0	\$	-	\$	-	Comp. 3
				\$	-	2023	25	2048	0	\$	-	\$	-	Comp. 3
				\$	-	2023	25	2048	0	\$	-	\$	-	Comp. 3
				\$	-	2023	25	2048	0	\$	-	\$	-	Comp. 3
				\$	-	2023	15	2038	0	\$	-	\$	-	Comp. 3
				\$	-	2023	25	2048	0	\$	-	\$	-	Comp. 3
Pick Head Axe	1	\$	75.00	\$	75.00	2023	20	2043	0	\$	-	\$	75.00	Comp. 4
Piercing Nozzle with Extension	1	\$	846.00	\$	846.00	2023	25	2048	0	\$	-	\$	846.00	Comp. 4
Hydrant Bag	1	\$	144.95	\$	144.95	2023	15	2038	0	\$	-	\$	144.95	Rear Step
2.5" Gate Valve	1	\$	340.00	\$	340.00	2023	25	2048	0	\$	-	\$	340.00	Hydrant Bag
Ratcheting Hydrant Wrench	1	\$	185.00	\$	185.00	2023	15	2038	0	\$	-	\$	185.00	Hydrant Bag
Standard Hydrant Wrench	2	\$	45.00	\$	90.00	2023	15	2038	0	\$	-	\$	90.00	Hydrant Bag
Stortz Spanners (Set)	1	\$	92.00	\$	92.00	2023	25	2048	0	\$	-	\$	92.00	Hydrant Bag
Standard Spanners (Set)	1	\$	69.00	\$	69.00	2023	50	2073	0	\$	-	\$	69.00	Hydrant Bag
5" FNST x 5" Stortz Adapter	1	\$	310.00	\$	310.00	2023	50	2073	0	\$	-	\$	310.00	Hydrant Bag
4.5" FNST x 5" Stortz Adapter	1	\$	205.00	\$	205.00	2023	50	2073	0	\$	-	\$	205.00	Hydrant Bag
4" FNST x 5" Stortz Adapter	1	\$	205.00	\$	205.00	2023	50	2073	0	\$	-	\$	205.00	Hydrant Bag
2.5" FNST x 5" Stortz Adapter	1	\$	172.00	\$	172.00	2023	50	2073	0	\$	-	\$	172.00	Hydrant Bag
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	25	2048	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5
				\$	-	2023	20	2043	0	\$	-	\$	-	Comp. 5

			\$ 200,002

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

Lease Number: 64711EU

Projected Funds: **\$615,400.00**

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	4/1/2025	\$145,973.79	\$46,796.98	\$99,176.81	Not Available
2	4/1/2026	\$145,973.79	\$29,711.58	\$116,262.21	\$396,037.76
3	4/1/2027	\$145,973.79	\$22,905.08	\$123,068.71	\$270,657.93
4	4/1/2028	\$145,973.79	\$15,700.10	\$130,273.69	\$138,758.35
5	4/1/2029	\$145,973.79	\$8,073.30	\$137,900.49	\$0.00
Grand Totals		\$729,868.95	\$123,187.04	\$606,681.91	

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

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

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Joyce Calvert, Mayor

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

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Glenpool

Attested By: _____
David Tillotson, City Manager

Certified By: _____
Wendy Knight, City Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

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

Re: Lessee: City of Glenpool

Ladies and Gentlemen:

As legal counsel to City of Glenpool (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 12/15/2023, and a certain Escrow Agreement dated as of 12/15/2023, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

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

- (1) Lessee's true and correct name is City of Glenpool.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment, collectively, the Agreement.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

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

Ladies and Gentlemen:

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

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

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

Date

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

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

Lease Number: 64711EU

Two (2) Fire Trucks

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Glenpool

Joyce Calvert, Mayor

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

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

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

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

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Glenpool

Please mark one of the following:

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

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

Equipment to be insured: **Two (2) Refurbished Fire Trucks and Loose Equipment Purchase**

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

INSURANCE REQUIREMENTS:

1. LIABILITY

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

2. PHYSICAL DAMAGE

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

3. ENDORSEMENT

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

**THE CERTIFICATE SHOULD BE
EMAILED TO kristikirkman@clpusa.net
OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address		
City:	State	Zip:
Phone:	Fax:	Email:

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 12/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 12/15/2023, between Community First National Bank, as Lessor, and City of Glenpool, as Lessee.

Lease Number: 64711EU

Equipment Description: Refurbish (2) Fire Trucks and Loose Equipment Purchase

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 12/15/2023 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Glenpool ("Lessee") a political subdivision under the laws of the State of Oklahoma ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 12/15/2023 to Master Equipment Lease Purchase Agreement dated as of 12/15/2023 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

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

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

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

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

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

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

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

"Agreement" means the Schedule of Equipment No. 01, dated 12/15/2023 to Master Equipment Lease Purchase Agreement dated 12/15/2023, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. ACQUISITION FUND

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

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$606,681.91. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

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

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price,

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

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

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

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

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

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

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

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

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

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

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

ARTICLE IV. THE ESCROW AGENT

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

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

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

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

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

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

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

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

ARTICLE V. ASSIGNMENTS; AMENDMENTS

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

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

ARTICLE VI. FURTHER ASSURANCES

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

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

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

ARTICLE VIII. LIMITATION OF LIABILITY

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

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

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

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

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

ARTICLE IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

ESCROW AGENT:

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

Neal Farmer, Sr. VP

LESSOR:

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

Neal Farmer, Sr. VP

LESSEE:

City of Glenpool
12205 South Yukon Avenue
Glenpool, OK74033

Joyce Calvert, Mayor

**EXHIBIT A
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 12/15/2023, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Glenpool, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

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

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

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

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

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

LESSEE:
City of Glenpool

Joyce Calvert, Mayor

Signature

Signature of additional authorized individual (optional)

Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 12/15/2023 to Master Equipment Lease Purchase Agreement dated as 12/15/2023 by and between Community First National Bank, ("Lessor") and City of Glenpool ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 12/15/2023 to Master Equipment Lease Purchase Agreement dated as of 12/15/2023 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of Refurbish (2) Fire Trucks and Loose Equipment Purchase of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$606,681.91 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 12/15/2023 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;

(b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

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

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

7. No Federal Guarantee.

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

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

8. Miscellaneous.

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

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

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

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

LESSEE:

City of Glenpool

Joyce Calvert, Mayor

Date

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Glenpool		2 Issuer's employer identification number (EIN) 23-7196935	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 12205 South Yukon Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Glenpool, OK 74033		7 Date of issue 12/15/2023	
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 606,681.91
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	☐
b If bonds are BANs, check only box 19b	☐
20 If bonds are in the form of a lease or installment sale, check box	☐

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 04/01/2029	\$ 606,681.91	\$ N/A	5 years	5.854 %

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

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

Signature and Consent

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

Signature of issuer's authorized representative _____ Date _____ Joyce Calvert, Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►			Firm's EIN ►	
Firm's address ►			Phone no. ►	



To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: November 30, 2023

Re: FY23-24 City Budget Amendment CITY-07

Background:

The FY23-24 Budget includes \$1M in capital lease proceeds to fund the refurbishment of two fire trucks and associated loose equipment. Our City Attorney has advised that the cost of the labor for refurbishing the trucks is not eligible for financing.

The labor for the first truck is approximately \$171,700. The second truck will likely be completed in FY25, and the labor costs will be added to the FY25 budget.

Staff Recommendation:

Staff recommends approval of Budget Amendment CITY-07, decreasing the Public Safety Capital Revenue Budget for Capital Lease Proceeds by \$171,700, and increasing the Public Safety Capital Revenue budget for Transfer from Fund Balance by \$171,700.

Attachments:

Budget Amendment Form CITY-07.

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

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

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

City of Glenpool
Budget Amendment

Fiscal Year: 2023 - 2024
Amendment No: CITY-07
Date Requested: 12/4/2023

	Revenue:					Expense:				
	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	51	5-00-5450	Capital Lease Proceeds	\$ (171,700)	\$ 1,006,198					
2	51	5-00-5409	Transfer from Fund Balance	\$ 171,700	\$ 331,087					
3										
4										
5										
6										
8										
9										
10										
11										
12										
13										
14										
			Total	\$ -				Total	\$ -	

Notes:
Line 1: De-appropriation of lease proceeds
Line 2: Use of fund balance for labor on fire truck refurbishment

Approved by the City of Glenpool

Mayor

Date



To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: Kendalwood North Park Final Layout

Background

Kendalwood North Park has been a work in progress for a few years now. The drainage issue that has plagued the park has been resolved and we can now move forward with placing the equipment in the park.

The original understanding for the plan was to have three pavilions similar in design to the pavilion in Black Gold Park. This style of pavilion is good looking and a quality choice for almost any park, but also quite expensive. An alternative is to place similar sized shades, or hip shades, to reduce cost but retain almost all the functionality of the metal roofed pavilions.

Hip shades are inexpensive, simple to replace the shade. They do allow rain through and can rip/tear in very high winds.

Currently, there is \$200,000 budgeted for the renovations. Of this, ~\$149,200 has been slated for two play sets, a triple bay swing set, benches (4), tables (4), ADA ramps, wood chips, border timbers, and a basketball goal. With the remaining \$50,800 we can do:

Option A: install one large pavilion, similar to Black Gold Park and wait for future funds to finish out the park.

Option B: install three hip shades with sizes according to the original plans

Option C: add more funds to complete three metal roofed pavilions similar to BG Park

Recommendation:

Staff recommends finishing the park and would prefer Options B or C, but will proceed with a route chosen by Council.

Attached:

Park layout
Quote from AAA Playgrounds – equipment quote with hip shades
Poster from AAA Playgrounds – equipment poster with hip shades
Poster from AAA Playgrounds – metal pavilion comparison

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

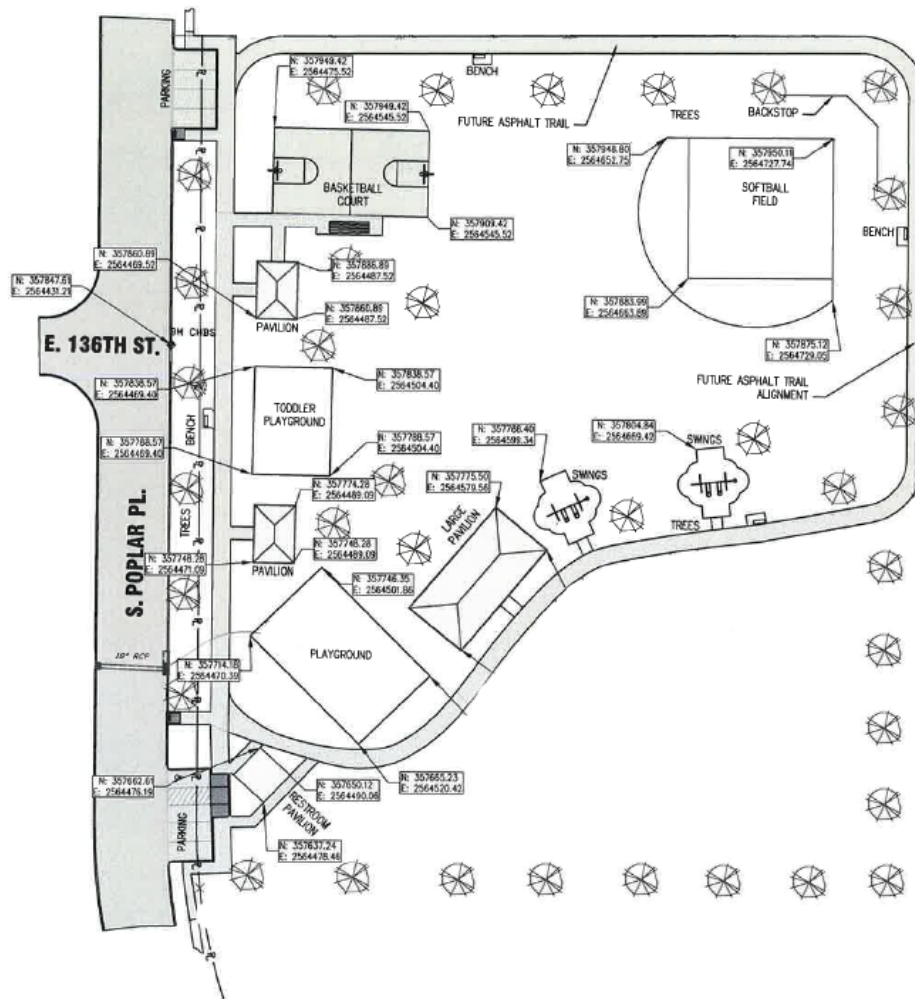
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

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Glenpool
Creating Opportunity



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

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

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

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

www.glenpoolonline.com

AAA Playgrounds

3701 Spring Hill Drive
Edmond, OK 73013



Date: May 23, 2022

Bill To:

Kendalwood Park North Steel Structures

Installation Address:

Ship To Address:

WADE INMAN

winman2@cox.net

Cell: 405-822-1109

Home/Office: 405-330-8882

Contact #1: Jesse Hale

Phone:

Fax:

Contact #2:

Mobile: 918.807.8851

Email:

jhale@cityofglenpool.com

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
1	PMF044	Carolina Woods Playstructure	\$74,348.00	\$1,500	\$ 75,848.00
1	PKP014P	Ditch Plains Play structure	\$17,270		\$ 17,270.00
4		inground mt benhes with back rest	\$550	\$600.00	\$ 2,800.00
		standard coating			\$ -
4		picnic tables	\$1,233		\$ 4,932.00
4		Waste Receptacles wth dome top lids	\$899.00		\$ 3,596.00
1		Basketball goals with 4.5' post	\$1,800.00		\$ 1,800.00
1	PSW007WS	3 bay swing with 2 belts seats, 2 toddler	\$4,724.00		\$ 4,724.00
		buckets & one ADA seat			\$ -
215		Cubic Yards Wood Chips	\$14.00	\$1,980.00	\$ 4,990.00
120		Border timbers	\$33.00		\$ 3,960.00
5		Rolls of geotextile fabric	\$500.00		\$ 2,500.00
3	ADA	ADA Full access ramps	\$800.00		\$ 2,400.00
2		Smaller 20'x20'x8' shades	\$12,000		\$ 24,000.00
1		Large 26'x26'x10' shade	\$16,000	\$ 2,500.00	\$ 18,500.00
					\$ -
1		Full Installation	\$32,680		\$ 32,680.00

50% deposit due (if applicable): \$ 100,000.00

Purchase Order Number:

Subtotal \$ 200,000.00

Install

Tax Exempt

Total \$ 200,000.00

Order Approved By (signature): _____

Date: _____

Quote is valid for 30 days on all equipment and install. Quote is valid for 30 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling 811. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without FULL installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, AAA Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

City of Glenpool

KENDALLWOOD PARK NORTH

METAL PAVILION

\$90,240



METAL HIP ROOF PAVILION OPTION



City of Glenpool
KENDALLWOOD PARK NORTH
\$42,500

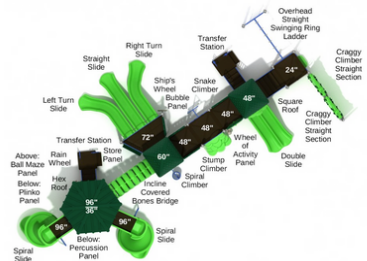
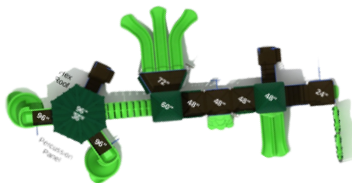


Hip Roof Shade

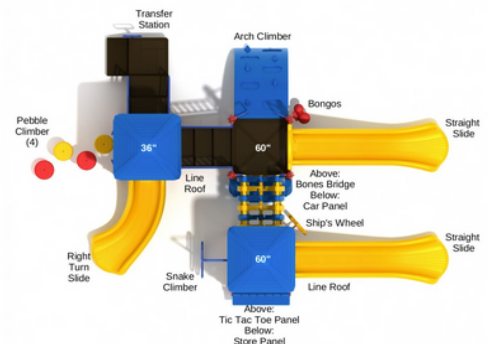


The logo for Ada Playgrounds features the word "ada" in a stylized, rounded font. The 'a' is red, the 'd' is yellow with a smiling face, and the second 'a' is blue. Below "ada" is the word "playgrounds" in a green, lowercase, sans-serif font.

BACK SIDE VIEW



DITCH PLAINS STRUCTURE IN PRIMARY COLORS



City of Glenpool

PICNIC TABLE



6' GROUND MOUNTED BENCH WITH BACK (X4)



TRASH RECEPTACLE WITH DOME LID (X4)



BSASKETBALL SYSTEM



8' TABLE TOP WITH 8' BENCH (X4)



ADA SWING



ADA 8' TABLE TOP WITH 6' BENCH

24X24X8 SHADE



ADA RAMP

