NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on January 6, 2020, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

Page

A) **Call to Order - Timothy Lee Fox, Chairman**

B) **Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**

C) **Public Works Director Report - Rob Werley**

1) GUSA Public Works Director's Report 01 06 20 — 3 - 4

D) **Scheduled Business**

1) Discussion and possible action to approve minutes from December 2, 2019 meeting. (Wendy Knight, Secretary) — 5 - 7
GUSA - 02 Dec 2019 - Minutes - Html

2) Discussion and possible action to approve a sales quote from Key Equipment & Supply Co. in an amount not to exceed $12,284.49, for sanitary sewer camera equipment, to be funded from FY 2019/2020 Annual Budget Item No. 02-6-16-6333 (Equipment Purchase). — 8 - 12
(Lynn Burrow, Community Development Director)
GUSA Presentation 01 06 20 Sewer Camera System Purchase

3) Discussion and possible action to approve a proposal from Aeration Works in an amount not to exceed $11,276.00, for air diffuser system repair at the wastewater treatment lagoon, to be funded from FY 2019/2020 Annual Budget Item No. 2-6-16-6273 (Equipment Repair and Maintenance), and to authorize the City Manager to execute the same. — 13 - 17
(Lynn Burrow, Community Development Director)
GUSA Presentation 01 06 20 Treatment Lagoon Equipment Repair

4) Discussion and possible action to approve a proposal from JWC Environmental in an amount not to exceed $12,678.76, for auger repair at the waste water treatment plant, to be funded from FY 2019/2020 Annual Budget item No. 2-6-16-6273 (Equipment Repair and Maintenance). — 18 - 22
(Lynn Burrow, Community Development Director)
GUSA Presentation 01 06 20 Treatment Plant Equipment Repair

5) Discussion and possible action to select an option of savings for Loan No. ORF-11-0002-CW, Oklahoma Water Resources Board. — 23 - 26
(John Gonsalves, Treasurer)
OWRB Loan Savings Options

6) Discussion and possible action to approve and authorize the Chairman to execute annual issuance by Bancfirst of $25,000 Letter of Credit, plus incremental increases, in compliance with the Agreement of Settlement, Compromise and Release (“Settlement Agreement”) entered into with Creek County Rural Water District #2 in Settlement of — 27 - 33

Litigation.
(John Gonsalves)
Letter of Credit

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 3, 2020, by 4:00 pm.
Signed: Wendy Knight
Secretary

City Of Glenpool
Creating Opportunity

January 6, 2020

To: Honorable Chairman and Trustee's, Glenpool Utility Service Authority

From: Rob Werley,
Public Works Director

RE: December, 2019 Public Works Operations Report

The following information is a summary of the work that is in progress or has been completed by Public Works crews for the month of December, 2019:

Waste Water:

- The Monthly Discharge Monitoring Report for December will be submitted to the ODEQ by January 15th and at the time of this report there were no excursions
- Annual Wet testing results were received and the results passed the 4th quarter testing period.
- Continuation with cleaning and removal of trash, scrap metal from WWTP
- Locating and raising low manholes to grade that are low or were buried
- Attempted to install new brushes on auger system at WWTP, found additional issue with screen mounted on the bottom of the auger

Water:

- Meter reading started on 1 December and ended on 6 December, 9 re-reads were completed.
- November cutoffs were done on the 3rd of December, 71 customers were cutoff for non-payment
- 135 Service orders and 7 Blue tags were issued by the water billing department
- Private contractor hit a water line in the Glen Hills sub-division, the line was repaired by the contractor and the repair was inspected by the Water / Sewer Superintendent
- Locating and raising water valves to grade that are low or were buried
- 161 Line locates were completed.
- Public Works staff had additional training with our AMR contractor, RG3.
- 6 manual read meter registers were swapped out with RG3 AMR registers
- Monthly bac-t samples were taken, all samples passed
- 5 water taps were made, service lines ran, meters and meters boxes set

Parks:

- Daily check of parks, pick up trash and empty trash cans
- Inspect playground equipment at parks
- Trim trees along creek at Black and Gold Park
- Trim / cut back crepe myrtles on 141st and the Public Safety Bldg.
- Install new sign at Morris Park
- Trimmed trees on 137th, Elwood, and 141st
- Painted and made minor repairs to playground equipment at Kendal Wood S and Kendal Wood N Parks
- Painted and made minor repairs to playground equipment at Meadows Park

Streets:

- Assist contractor with cleaning and removal of debris from storm drain inlets and piping at the 134th and Fern
- Re-installed stop signs on Maple and 132nd
- Installed new stop sign and street sign on 126th Ct @ Waco
- Set out then picked up barricades used for Christmas Parade
- Prep plows and sanders for possible winter weather
- Crack seal streets various locations
- Install additional school warning sign on Warrior Rd and 144th Pl

MINUTES
GUSA Meeting
Monday, December 2, 2019 Council Chambers 6:00 PM

TRUSTEES PRESENT:	Tim Fox Brandon Kearns Jacqueline Triplett-Lund Joyce Calvert
TRUSTEES ABSENT:	Momodou Ceesay
STAFF PRESENT:	David Tillotson Susan White Wendy Knight John Gonsalves Lynn Burrow Jim Martin Rob Werley
STAFF ABSENT:	Lowell Peterson

A) Call to Order - Timothy Lee Fox, Chairman
Chairman Fox called the meeting to order at 8:39 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman
Wendy Knight called the roll, Chairman Fox declared a quorum present.

C) Public Works Director Report - Rob Werley

GUSA PW report Nov 2019

D) Scheduled Business

1) Discussion and possible action to approve minutes from November 4, 2019 meeting.
(Wendy Knight, Secretary)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve the minutes as presented.

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

CARRIED.

GUSA - 04 Nov 2019 - Minutes - Html

2) Discussion and possible action to approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors.
(Wendy Knight, City and GUSA Clerk; Lowell Peterson, City Attorney in absentia)

Ms. Knight recommend Board approval of the Audit Reconciliation Agreement of Compliance pertaining to the Creek-2 Settlement Agreement which Mr. Peterson previously presented at the November 4, 2019 meeting. Legal counsel for both parties, City Council, Glenpool Utility Services Authority Board, and Creek-2 Board of Directors have approved the Agreement.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors.

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

CARRIED.

STAFF RE REC AGMT 120219
Reconciliation Agreement Pursuant to Section 10(f) - 2019 Auditable Period Report

E) Adjournment

Chairman Fox declared the meeting adjourned at 8:50 p.m.

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY

FROM LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: SANITARY SEWER SYSTEM CAMERA INSPECTION EQUIPMENT PURCHASE

DATE: JANUARY 6, 2020

BACKGROUND:

This is a request for consideration and action regarding the review and approval of the attached sales quote received from Key Equipment & Supply Company in Tulsa covering the purchase of certain Envirosight brand camera equipment in the total amount of $12,284.49 (State Bid Price). As noted in the quote, this proposal covers the costs associated with the purchase of certain sanitary sewer camera equipment (including operator training) used to perform internal pipe inspections related to line stoppages within our City sewer collection system. The acquisition of this type of technically advanced camera system will allow the City to develop a systematic program of inspections covering of all of the existing collection lines throughout the City on a frequent basis. The goal is to inspect approximately 25% of our existing system annually to determine piping and related structure conditions and various sources of blockages common to these types of underground facilities – prior to obstructions causing sewer back-ups and private property damage. The purchase of this equipment will also reduce or eliminate the need to retain these types of inspection services from outside vendors.

Also attached is a statement received from Oklahoma Municipal Assurance Group (OMAG) regarding our application to this organization for a Sanitary Sewer Camera Grant they offer to member communities that wish to purchase this type of inspection equipment. As noted in the communication from OMAG, the City of Glenpool has been awarded a $5,000.00 amount to help offset the total purchase price of the equipment. This reimbursement amount will be issued back to the City upon submission of purchase documentation. Funding for the initial purchase of this equipment is proposed to be from the approved FY 2019/2020 Annual Budget under Item No. 02-6-16-6333 (Equipment Purchase).

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

STAFF RECOMMENDATION:

Staff has reviewed the technical specifications of the Envirosight camera system and have compared it with other competing equipment and feel this system is technically advanced and will be durable for extensive use by Public Works Department personnel to document and record the condition of our underground collection lines throughout the City As noted in the quote, equipment operational training is included in the total price. Staff recommends Board approval of the sales quote from Key Equipment & Supply Co. in an amount not to exceed $12,284.49.

Attachments:

A. Sales Quote from Key Equipment & Supply Co.
B. OMAG Grant Approval Documentation

Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
405-812-5827

November 27, 2019

City of Glenpool
Attn: Mr. Jeremy McCool
12205 S. Yukon Ave.
Glenpool, OK 74033

RE: Envirosight VeriSight Pro+
Oklahoma State Contract #: SW0193

Jeremy,

On behalf Key Equipment & Supply Co., I would like to thank you for the opportunity to supply the City of Glenpool with pricing for the Envirosight VeriSight Pro+ push camera system. The VeriSight Pro+ delivers greater push power, improved image quality, sturdier construction and a lightweight controller with text, recording and annotation capability. The VeriSight Pro+ is available in 3 lengths; 130', 200' and 330'. This proposal is providing Oklahoma State Contract pricing on a 330' camera system.

VeriSight Pro+'s digital interface displays real-time inspection footage on an 8" LCD, records up to 90 hours of inspection video to internal memory, and allows an operator to enter observation data for upload directly to WinCan. An intuitive, customizable interface gives you the ability to zoom 3X on live or recorded video, capture still images from live or recorded video, configure the 16-page text writer, browse thumbnail galleries, and select among several available languages.

The VeriSight Pro+ has a stainless-steel camera head with high-sensitivity imager and shadow less LED lighting. Measuring 1.62" in diameter, the VeriSight Pro+ inspects lines from 2" to 9". An integral tri-band sonde transmits at 33kHz, 512 Hz or 640 Hz. The entire system runs off main power, vehicle power or an internal rechargeable 8-hour Lithium-ion battery.

The VeriSight Pro+ represents the latest technological advancements in push camera technology. The intuitive interface, zoom capability, tri-band sonde, digital interface and high-sensitivity imager with shadow-less illumination gives you the most advanced push camera on the market today, yet VeriSight Pro+ is easy to use and setup. Record video or take still pictures and download to your PC or laptop.

Key Features include:
· Tri-band sonde selected from on-screen menu
· Zooms live or recorded video up to 3X
· Lithium Ion battery with customizable power-saving features
· Color text generator
· 12,500 lux reading at 6" distance—very bright LED lighting
· User-configurable menus
· Internal memory expandable to 128 GB

· Transfer footage/data via SD/SDHC card or USB
· Multi-language
· Full range of on-screen color annotation and symbols
· Single button video and still image capture
· Captures crisp footage using high-sensitivity camera with shadow less illumination
· Digitally zooms in on objects before saving a still image
· Fully adaptable controls for pan and tilt style camera head
· Rain-proof open and closed

(1) One New VeriSight Pro+ 330' Push Camera comes with the following: 330' cable, self-leveling color camera • tri-frequency sonde • battery-powered control unit with viewing, control, text generation, recording and digital output • accessories case with USB memory stick, 3 skids and tooling.

Oklahoma State Contract Price: **$ 10,978.35**

(1) One New 5-LINE Molded Front and Back Plug #550-816. These plugs are better in several ways. The most noticeable difference is in the unique new design featuring the LANSAS® proprietary "Flat-Rib" design which holds 60% more back pressure than standard O-ring ribbed plugs. We are using our improved reformulated rubber and laying the fabric in a way that the plugs can get the widest range of use on the market today. As with all other LANSAS® products included in the 5-LINE group, our 5-LINE Multi-Size Front and Back plugs are equipped with the LANSAS RP2 - Rupture Protection. We trust in this design enough to back it with the 5-LINE 5 YEAR WARRANTY. If you are looking for the most ROI look no further than the LANSAS 5-LINE where once again we show LANSAS is BETTER BY DESIGN since 1955.

Blocking Plug Price:	**$ 621.14**
Freight, Delivery, and Training:	**$ 685.00**
Total Invoice Amount:	**$ 12,284.49**

Thank you again on behalf of Key Equipment & Supply Co. and Envirosight. We appreciate the opportunity to serve the City of Glenpool. I look forward to working with you on your equipment needs. If you have any questions, please don't hesitate to contact me at (405) 812-5827 or jpandian@keyequipment.com.

Respectfully,

Josh Pandian
Josh Pandian
Territory Manager
Key Equipment & Supply Co.

Lynn Burrow

From:	Robert Werley
Sent:	Wednesday, November 27, 2019 7:54 AM
To:	Lynn Burrow
Subject:	FW: Sanitary Sewer Camera Purchase Grant

Lynn,

Here is the email from William Sheppard of OMAG regarding Glenpool's approval to receive a grant of up to $5,000 from OMAG for the purchase of a sanitary sewer camera. Once purchased we must submit a copy of the purchase invoice to OMAG and they will then cut the City a check for the grant funds. Any other questions let me know.

Rob Werley
City of Glenpool
PublicWorks Director
503 W 138th St.
Glenpool, OK 74033
Office: 918-322-3822
Cell: 918-704-3538

From: William Sheppard <wsheppard@omag.org>
Sent: Friday, November 8, 2019 12:15 PM
To: Robert Werley <rwerley@cityofglenpool.com>
Cc: Lynn Burrow <lburrow@cityofglenpool.com>
Subject: Re: Sanitary Sewer Camera Purchase Grant

Mr. Wreley,

It was a pleasure speaking with you this afternoon. As per our conversation, the City of Glenpool is approved to recieve OMAG's Sanitary Sewer Camera grant on or before June 30, 2020. These funds are guaranteed until the aforementioned date

This grant is a post-purchase, $1:1 matching funds grant with a $5,000 maximum benefit. After Glenpool has purchased a camera, please email me an invoice and a copy of the check used for the purchase; and I will have a check prepared for the matching funds.

If you have any questions, please feel free to contact me at your convenience on my mobile (580) 450-0346.

Thank you for your help in this matter,

William Sheppard

Sent from my T-Mobile 4G LTE Device
Get Outlook for Android

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY TRUST AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REQUEST FOR AIR DIFFUSER REPAIR AT THE WASTEWATER TREATMENT PLANT AERATION LAGOON

DATE: JANUARY 6, 2020

BACKGROUND

This item is for Board consideration and action regarding the approval of an equipment repair proposal received from Aeration Works in Columbia, Missouri covering the installation of various replacement parts associated with the repair and replacement of several sections of the existing floating air diffuser system at the Glenpool wastewater treatment lagoon. The attached proposal received from Aeration Works itemizes the repair work being proposed for a total cost of $11,276.00. The balance of the proposal ($33,175.00) will be considered in the development of the 2020/2001 FY Budget and is not included in this request. The City has contracted for these types of repair/replacement services from Aeration Works several times in the past and have confidence in the firm to complete the work timely and efficiently. This repair project is proposed to be funded from the FY 2019/2020 Annual Budget under item No. 2-6-16-6273 (Equipment Repair and Maintenance)

Staff Recommendation:

Due to the deterioration of several sections on one of the existing floating air diffusers and the critical role they play in the overall sewage treatment system, Staff is recommending approval of the portion of the attached proposal from Aeration Works totaling $11,276.00 to be funded from the FY 2019/2020 Annual Budget under Item No. 2-6 16-6273. Staff also requests authorization be given to the City Manager to execute the portion of the agreement covering the requested repair work and to make payment to this company upon satisfactory completion.

Attachment:

A. Contract Proposal from Aeriation Works

AerationWorks
Global Maintenance & Installation Services

EDI Proposal 2019-330 December 4, 2019

Sir or Madam:

EDI Aeration Works is pleased to offer the following quotation for the maintenance of the existing system in Glenpool, Oklahoma. Our records indicate that there is one lagoon in Glenpool, OK with 88F Diffuser Assemblies with Two Baffles.

Per our phone conversation, you have two diffuser assemblies that need repair due to coarse bubbling. Our opinion, based on that conversation, that you will need a 3-Man Crew with boat for a day to make these repairs. With two new complete 88F diffuser assemblies to replace the damaged ones. While our crews are onsite if any other repairs are required within the basin. The crew can perform the work for an hourly charge for the repairs plus cost of parts used.

Below is the outline of the scope of work to be performed:

Floating Lateral Diffuser Maintenance:

- 3_Man Crew with Boat will mobilize from Columbia, MO to Glenpool, OK.
- Upon arrival the crew will lower the boat into the water as to not damage the lagoon.
- The crew will retrieve the two diffuser assemblies and repair as required.

Equipment Supply

- 6" Flexhose with ancillary components.
- Two (2) 42F Diffuser Assembly Kits. If only parts are needed and not complete assemblies a discount will be given.
- If additional parts are required to make any other repairs customer will be charged an hourly rate ($388/Hr) plus any cost for parts.

Price for Work as Defined Above **$ 11,276.00**

Replacement of Baffle:

- 3_Man Crew with Boat will mobilize from Columbia, MO to Glenpool, OK.
- Upon arrival the crew will lower the boat into the water as to not damage the lagoon.
- The crew will retrieve the baffle from the lagoon (customer is responsible for disposal)
- The crew will install a new Environetics Baffle System. The crew will reuse any ballast from previous installation of Baffle. If additional supports are required AW can provide.

Equipment Supply

- Environetics Floating Baffle System

Price for Replacement of Baffle **$ 33,175.00**

Terms:

25% due prior to mobilization/demobilization
75% due net 30 upon completion with monthly progress payments

AerationWorks

- Carriage FOB[1] to Glenpool, OK
- The quoted price is firm for 90 days.
- Prices quoted are based on the proposed equipment being released for shipment 6 months after the date of this proposal.
- **Prices on orders received after the above deadline or specifying later shipping dates shall be subject to review and possible adjustment.**

Payment Terms: Requests for extended financing beyond the Net terms indicated below will be quoted based upon the payment terms being requested at the time of order placement.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Proposal Notes:

- Proposal assumes (1) onsite trip.
- Proposal assumes area is ready for installation as detailed above.
- Proposal **does not** include disposal container. Owner/GC to provide dumpster and EDI Aeration Works will dispose of debris or stage in a nearby location
- Proposal **does not** include Davis Bacon Wages for the crew.
- Aeration Work's crew members have extensive safety training and will be responsible for following our safety procedures and finishing the project accident free.
- If existing aeration piping is found to have any deficiencies, AW can make any repairs that are required at $390 an hour plus parts and equipment required.
- **Once the work is completed; Aeration Works will offer a mechanical warranty for the replacement parts in this basin for one year after completion. As per Manufactures Limited Warranty Statement.**

November 7th, 2019

Regards,

Regional Aftermarket Account Manager
Environmental Dynamics

[1] FOB definition includes: The Buyer bears all costs and risks of loss of or damage to the goods from designated FOB point.

Environmental Dynamics International., hereinafter also referred to as **EDI** or the **Company,** offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

Services - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

Process and Performance Warranties - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

Governing Law - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

Credit Approval - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

Force Majeure - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

Costs and Damages - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

Special Hazards - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

Shipment & Delivery Times - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

Insurance - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

Title of Ownership - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

Cancellation or Suspension - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

Back Charges – must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Invoicing - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

Storage Charges - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

Default for Non-Payment – Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

Attorney Fees – For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership or Insolvency Proceedings - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

Patent infringement - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

Spare or Potential Warranty Parts – If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchasers account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contact terms.

Defective, damaged, improper material or shortage - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading – unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Mechanical Warranty – As per **Manufacturers Limited Mechanical Warranty Statement**

Accepted by Buyer: ______________________ Date: ______________

Accepted by Seller / Environmental Dynamics International Inc. ______________________ Date: ______________

AerationWorks

Manufacturers Limited Mechanical Warranty Statement

The warranty provided by Environmental Dynamics International Inc., (EDI) is limited to the terms set forth in this Warranty Statement. All other warranties expressed or implied are excluded and disclaimed in their entirety. EDI gives no other warranty of any kind, nature or description, expressed or implied, other than the limited warranties set forth herein, and this warranty exclusion includes but is not limited to warranties of merchantability and warranties of fitness for a particular purpose, both of which are excluded and disclaimed in their entirety. Equipment manufactured by EDI is warranted to be free from defects in materials and workmanship as applicable;
(a) Standard twelve (12) months from startup of the equipment or eighteen (18) months from shipment, whichever occurs first (Equipment only) or;
(b) EDI-Aeration Works Installed equipment requiring Substantial Completion Certificate or Owner Acceptance Certificate; twelve (12) months from startup of the new equipment or eighteen (18) months from shipment, whichever occurs first, exclusive of certificate issuance.

Defective part(s) shall be remedied by repair or replacement of the defective part(s) only shipped freight included, FOB original shipping point[2]. Costs incurred by EDI (on or off site)[3] shall be reimbursed by the Purchaser / Owner[4] should EDI find a deficiency to not be due to equipment covered by this warranty.

The following are excluded from this warranty, but shall not be considered to be limiting to other exclusions: cleaning and de-watering, labor[5], equipment manufactured by others[6], process and performance related to system design or biological process performance, decomposition, abnormal wear and/or damage caused by site conditions; chemical action, chemical precipitate, physical abrasion points or abrasive materials, water velocities greater than 2 ft/sec or as approved by EDI, blunt trauma forces, faulty or substandard structural components, faulty or inadequate maintenance/operation[7], equipment and services provided under a contract which is in a current state of default due to non-payment. [8] EDI exclusively assumes no responsibility of expense or liability for (a) equipment repairs made or contracted by Purchaser or Owner without EDI's written consent; (b) modifications to any of EDI's equipment made by others which are not approved in advance and in writing by EDI; (c) failure of the Owner to promptly notify EDI of observed defects and or deficiencies which occur during the warranty period (d) work by others[9], (e) field modifications to allow for removal or replacement of EDI components

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2 *FOB original shipping point; indicates the point of which risk of loss passes*

3 *Cost incurred include shall not be limited to; travel, housing, labor and materials; that have been expended to research and repair such deficiency.*

4 *Responsible party for the equipment at the time of the warranty claim; generally dictated by project status, pre (Purchaser) or post (Owner) project hand over.*

5 *Accessing/uninstalling/replacing/reinstalling any parts.*

6 *EDI does not warranty equipment manufactured by others. "By others" includes but is not limited to: blowers, DO probes, electrical panels, engines, motors, any electrical apparatus, etc. Such equipment bears warranties of the respective manufacturers. Labor costs associated with warranty repairs of equipment manufactured by others shall be borne by others.*

7 *Please refer to your EDI IO&M manual for maintenance and operation instructions.*

8 *Default due to non-payment shall not include EDI approved holdbacks.*

9 *Work by Others shall include but not be limited to; materials furnished or labor provided by any contractor, subcontractor or material supplier not working directly for or directly under EDI.*

City Of Glenpool

Creating Opportunity

MEMORANDUM

TO:	**CHAIRMAN AND BOARD MEMBERS** **GLENPOOL UTILITY TRUST AUTHORITY**
FROM:	**LYNN BURROW, PE** **COMMUNITY DEVELOPMENT DIRECTOR**
RE:	**REQUEST FOR AUGER REPAIR AT THE WASTEWATER TREATMENT PLANT**
DATE:	**JANUARY 6, 2020**

BACKGROUND

This item is for Board consideration and action regarding the approval to purchase a certain equipment repair part based on a proposal solicited and received from JWC Environments. As noted in the proposal, the replacement part in question is for a certain debris screen associated with the headworks influent auger equipment at the Glenpool wastewater treatment facility. The attached proposal received from JWC Environmental lists and describes the needed equipment repair part (screen) for a total delivered cost of $12,678.76. Note that once received, the replacement debris screen will be installed by Public Works Department personnel. The purchase of this particular repair part is proposed to be funded from the FY 2019/2020 Annual Budget under item No. 2-6-16-6273 (Equipment Repair and Maintenance).

Staff Recommendation:

Due to the deterioration of the existing debris screen and the critical role it plays in the removal of a large portion of floating debris in the influent stream that flows into the treatment facility, Staff is recommending approval to purchase said replacement part for the total delivered price of $12,678.76. Staff also recommends authorization be given to the City Manager to execute the corresponding Purchase Order and to make payment to this company upon satisfactory delivery and installation.

Attachment:

A. Proposal from JWC Environmental

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

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5032595
Rob Werley
Glenpool, City of
12205 S Yukon Ave
Glenpool, OK 74033-6635
US

(918)704-3538

rwerley@cityofglenpool.com

Project: Glenpool WWTP

Quote Number: **52713**
Quote Date: **12/05/2019**
Terms: **NET 30 DAYS**
Pricing: **Valid 60 Days**
FOB: **Origin**
Lead Time: **4-6 weeks ARO**
Grinder Serial #: **108848-1-1**

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
AMC0109-4035-480-06-SS	SCREEN, SEGMENT 6MM PRF 35DG XE SS SCREEN SEGMENT WELDMENT FOR AMA3200-480MM XE, 35DEG SCOOPED END, 6MM PERF, 304SST	1	$12,353.85	$12,353.85
TARIFF	Tariff Surcharge	1	$324.91	$324.91

Please verify serial number is correct.

Sub Total	**$12,678.76**
Tax	
Total	**$12,678.76**

Notes:
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.
2. Please reference our quote number on your hard copy PO.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Tax is not included in price.
6. Please make note on your PO that Shipping and Handling will be added to the invoice.
7. Call or e-mail with any questions or concerns.
8. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Brent Kim
Customer Service

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 52713**

Bill To Name & Address:

____

____

____

____

Ship To Name & Address:

____

____

____

____

Email Address: ____________________________

PO# ____________________________

Payment terms: Net 30 **FOB: Origin**

Please select a shipping method:

__ **Prepay & Add to Invoice**

__ **Collect** **Account #:** ________________ **Carrier:** ________________________

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:
Fax (714) 549-4007
Email servicesales@jwce.com

Credit cards:
__ **I authorize JWCE to process this order on my credit card and add shipping and handling charges.**
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: __________________________ **Date:** ________________

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty"

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Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

City Of Glenpool
Creating Opportunity

To: To: HONORABLE MAYOR AND CITY COUNCILORS
HONORABLE CHAIRMAN AND GUSA BOARD OF TRUSTEES

From: John Gonsalves, Finance Director

Date: January 06, 2020

Subject: Oklahoma Water Resources Board Loan Refinance

Background:

The Oklahoma Water Resources Board (the "OWRB") has refinanced the bonds to which GUSA has a Loan Agreement dated 1st of October 2011 for Clean Water. The refinancing has resulted in savings that the OWRB plans to share with GUSA so they sent us a letter outlining three different options to give us the opportunity to choose how we would like to apply the savings.

Option 1: Have the final loan maturity remain the same, with a reduction of debt service of approximately $54,527 over the remaining life of the loan.

Option 2: Take all the savings in the form of approximately $47,059 up-front credit towards the March 2020 debt service payment and keep the remaining debt service payment and final maturity the same.

Option 3: Pay off the remining balance of the loan.

Staff Recommendation:

The current balance of the loan as of 1/6/2020 is $2,361,115.99. Staff recommends that the GUSA Board consider Option 1 reducing the debt service over the remaining life of the loan.

Attachments:
Letter from OWRB

JULIE CUNNINGHAM
EXECUTIVE DIRECTOR

KEVIN STITT
GOVERNOR

STATE OF OKLAHOMA
WATER RESOURCES BOARD
www.owrb.ok.gov

December 17, 2019

Mr. Momodou Ceesay, Chairman
Glenpool Utility Services Authority
12205 S Yukon Ave
Glenpool, OK 74033

Re: 2019 Bond Refunding, Loan No. ORF-11-0002-CW

Dear Mr. Ceesay:

The Oklahoma Water Resources Board (the "OWRB") has refinanced the bonds to which your entity's loan is pledged. This refinancing has resulted in savings that the OWRB plans to share with your entity.

The objective of this letter is to allow your entity the opportunity to provide the OWRB guidance as to how you would like to apply the savings to your referenced loan. There are two options for your entity to consider in realizing your share of the OWRB's savings. The third option is to pay off the current balance of your referenced loan. These options are outlined below:

Option 1: Have the final loan maturity remain the same, with a reduction of debt service of approximately $54,527 over the remaining life of the loan.

Or

Option 2: Take all the savings in the form of approximately $47,059 up-front credit towards your entity's March 2020 debt service payment and keep the remaining debt service payments and final maturity the same.

Or

Option 3: Pay off the remaining balance of the loan.

After your entity has made the selection, you will receive a new amortization schedule. Once the savings allocation process is complete, the OWRB will not accept any prepayments or early payoffs. No further changes to the promissory note or loan agreement or other loan documents shall be made without the consent of both parties.

3800 N. CLASSEN BOULEVARD • OKLAHOMA CITY, OKLAHOMA 73118
TELEPHONE (405) 530-8800 • FAX (405) 530-8900

Please complete and return to me the attached form indicating an option preference no later than Thursday, January 30, 2020. The OWRB appreciates your assistance in meeting this deadline. **Should a response not be received by the deadline, OWRB shall assume that your entity has selected Option 1 above.**

Should you have any questions upon review of this letter, we suggest that you contact your financial advisor and bond counsel, or your loan analyst, Andy Allen at 405-530-8994.

Sincerely,

Joe Freeman, Chief
Financial Assistance Division

Cc: Mr. John Gonsalves, Finance Director

RE: Glenpool Utility Services Authority, Loan No. ORF-11-0002-CW

Dear Joe,

We have reviewed the Oklahoma Water Resources Board letter dated December 17, 2019. We have checked the box next to the option we request for our loan.

☐ Option 1: Have the final maturity remain the same with a reduction of debt service over the remaining life of the loan.

Or

☐ Option 2: Take all the savings in the form of up-front credit towards our entity's March 2020 debt service payment and keep the remaining debt-service payments and final maturity the same.

Or

☐ Option 3: Pay off the remaining balance of the loan.

Date: ____________________

____
Authorized Official's Signature

City Of
Glenpool
Creating Opportunity

Glenpool Utility Service Authority

To: City of Glenpool, Mayor and City Council
Glenpool Utility Services Authority, Chair and Board of Trustees

From: John Gonsalves, Finance Director

Date: January 6, 2020

Subject: Annual Issuance of $25,000, plus incremental increases, in Compliance with the Agreement of Settlement, Compromise and Release ("Settlement Agreement") entered into with Creek County Rural Water District #2 in Settlement of Litigation

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Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool undertook the obligation to make certain payments to Creek-2 in consideration of the right to serve water to areas of the Glenpool city limits that have been or will be annexed after March 2, 2012 (known as the "Permissive Area."

Section 6 (c) of the Settlement Agreement provides for the payment of a one-time Meter Connection Fee for each new metered connection added by Glenpool on and after the Effective Date of the Settlement Agreement within the Permissive Area. The initial amount of this payment was $800.00 per connection for connections of less than one-inch (1") in diameter and was $1,200.00 per connection for connections that are one-inch (1") or larger in diameter. The Meter Connection Fee has been, and shall continue to be, adjusted annually by the Consumer Price Index for Urban dwellers ("CPI-U"), starting with the first Payment Adjustment Date in February 2016, for the life of the Agreement.

Section 6 (d) of the Settlement Agreement provides for the payment by Glenpool of a monthly Royalty for each Active Water Connection maintained by Glenpool within the Permissive Area commencing with the first Glenpool Utility Billing Cycle beginning after the Effective Date in the initial amount of $7.75 per month for each such connection (regardless of pipe size). Like the Meter Connection Fee, the monthly Royalty payment is also adjusted annually on the basis of periodic updates based on the CPI-U throughout the Term of the Agreement.

A critical feature of the Annual Audit Report recently approved by the governing bodies of Glenpool and Creek-2 is that it provides annually for confirmation of, among other things, Glenpool's payments of the foregoing Meter Connection Fees and Royalties.

Section 14(c) of the Agreement provides for the annual issuance of a letter of credit to secure performance of Glenpool's reporting and payment obligations referenced above. If the Audit discloses any deficiency of payments under Sections 6(c) and (d), Creek-2 has the option to rely

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

on the letter of credit as a means of recovering all or a portion of such deficiency pending any other remedies Creek-2 may be entitled to.

Glenpool is required to maintain, without interruption, said letter of credit for each year of the Term of the Agreement. The performance security covering the first year from the Effective Date of the Agreement was in the amount of $25,000.00. That amount increases every year throughout the term of the Agreement in such a way that a guaranteed amount of 110% of the amount of the total amount of payments for Meter Connection Fees and monthly Royalty fees, for the immediately preceding audit year is added to the letter of credit. This 110% formula also applies every year for the Term of the Agreement.

Recommendation

The letter of credit to cover any event of default for audit year July 1, 2019 through June 30, 2020 is in the amount of $25,211.90. Staff recommends that the City Council and the GUSA Board of Trustees approve that amount and authorize Mayor Fox to sign all documents required by BancFirst to ensure issuance of this audit year's letter of credit.

Attachments

- Application and Agreement for Irrevocable Letter of Credit
- Promissory Note in the amount of $25,211.90
- Disbursement Request and Authorization

BancFirst

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Amount of Credit	Issue Date	Expiration Date	Loan Number	Letter of Credit Number	Officer ID	Initials
$25,211.90	10-14-2019	10-14-2020	0070000057	0070000057	CWS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Beneficiary: Rural Water District No. 2, Creek County
2425 W 121st St
Jenks, OK 74037

APPLICATION FOR LETTER OF CREDIT. Borrower hereby requests Lender indicated above to issue a Letter of Credit substantially in the form attached hereto and incorporated herein by this reference. In issuing the Letter of Credit, Borrower expressly authorizes Lender to make such changes from the terms set forth in this Agreement as the Lender in Lender's sole discretion may deem advisable provided that no such change shall vary the material terms hereof.

INSPECTION OF DRAFTS AND ACCOMPANYING DOCUMENTS. Borrower authorizes Lender to accept, honor, or pay (as applicable) against any draft or other document which on its face appears otherwise in order and is signed, issued, or presented by any party or under the name of any party a) purporting to act with authority (actual or apparent) on behalf of the Beneficiary in whose name the Letter of Credit requires that any draft or document must be drawn, issued, or presented; b) purporting to claim through such Beneficiary; or c) posing as such Beneficiary. Borrower agrees to reimburse Lender any and all amounts which Lender pays under the Letter of Credit notwithstanding any legal or factual insufficiency or infirmity in such party's conduct or documents under clauses a), b), or c) in this paragraph.

REPAYMENT OF DRAFTS. Borrower shall immediately repay Lender upon demand, unless otherwise provided, in United States currency for any amounts paid by Lender under the Letter of Credit. Borrower's obligation to repay Lender for any such amounts paid under the Letter of Credit shall be absolute, unconditional, and irrevocable.

INTEREST. All fees and all other amounts payable under this Agreement shall bear interest from their due date or with respect to any draft presented under the Letter of Credit, from the date of payment of any draft at the interest rate and under the terms set forth in the Note executed in conjunction with this Agreement. The Note shall evidence the obligation of Borrower herein to repay Lender for any amounts paid under the Letter of Credit.

SECURITY INTEREST. To secure the payment and performance of Borrower's obligations and duties described in this Agreement and Related Documents, if any, Borrower grants Lender a security interest in: 1) all goods and documents that come into Borrower's actual or constructive possession, custody, control, or in which Borrower may acquire an interest in connection with the Letter of Credit; 2) all goods and documents that come into Lender's actual or constructive possession, custody or control, or that of any of Lender's correspondents in connection with the Letter of Credit; 3) all of Borrower's right, title and interest in Borrower's accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into Lender's actual or constructive possession, custody or control. Borrower's obligations under this Agreement and Related Documents are also secured by the collateral described in any security instrument(s) executed in connection with this Agreement, and any collateral described in any other security instrument(s) securing this Agreement or all of Borrower's obligations to Lender.

Default. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

RIGHTS OF LENDER ON EVENT OF DEFAULT. If there is an Event of Default as set out in the Default paragraph of this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

a) to declare any unpaid amounts plus accrued interest under this Agreement and under the Note, if any, and all other present and future obligations of Borrower immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;

b) to require Borrower to deposit with Lender the full amount of any additional monies capable of being drawn under the Irrevocable Letter of Credit;

c) to collect the outstanding obligations of Borrower;

d) to forthwith setoff and/or segregate without notice or demand, Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit amounts maintained with Lender;

e) to sell any goods or documents covered by any security interest granted above; and

f) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. Lender's remedies under this paragraph are in addition to those available at common law, including, but not limited to, the right to set-off. The sale of secured goods or documents will be governed by the Uniform Commercial Code for the State of Oklahoma. If the sale does not pay for the whole amount due, Borrower will pay the shortage to Lender immediately. If the sale results in more than the amount due, Lender will pay the surplus to Borrower or those who have a right to it. If the value of the secured goods declines, Borrower will deliver to Lender on Lender's demand additional collateral that is acceptable to Lender.

INSURANCE. If applicable, Borrower, or a third party, will obtain insurance on all goods described in the Letter of Credit. The insurance will cover fire and other usual risks, and any additional risks Lender may request. Borrower authorizes Lender to collect the proceeds of insurance and apply it against any of Borrower's obligations to Lender.

ASSIGNMENT. Borrower shall not be entitled to assign any of Lender's rights, remedies, or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in Lender's sole discretion. Lender shall be entitled to assign some or all of Lender's rights and remedies described in this Agreement without notice to or the prior consent of Borrower in any manner. The obligations under this Agreement shall bind the heirs, executors, administrators, successors and assigns of Borrower, and all rights, benefits and privileges hereby conferred on Lender shall be and hereby are extended to and conferred upon and may be enforced by Lender's successors and assigns.

RESPONSIBILITIES AND LIABILITIES. Neither Lender nor any of Lender's correspondents shall be responsible for, and Borrower's obligation to reimburse Lender shall not be affected by any change of circumstances or conditions or action of any person related to the Letter of Credit or this Agreement including without limitation: a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such drafts, documents, certificates, statements or endorsements thereon prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged; b) any breach of any agreement between Borrower and the Beneficiary of the Letter of Credit or any other party, even if Lender has received notice of same; c) any failure of any draft to bear any reference or adequate reference to the Letter of Credit; d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; e) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit; f) any act, error, default, omission or failure in business of the Beneficiary, any correspondent or any other party, or any other act or omission beyond Lender's control; g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in, the Letter of Credit if assented to, orally or in writing, by Borrower; Borrower shall be conclusively deemed to have waived any right to object to such variation unless within three days of receipt of such irregular drafts or documents or notice of such variation, Borrower files written notice with Lender; h) any delay by any party in giving, or failing to give notice of any default under any agreement involving Lender; i) failure by Lender to perfect any interest in or exercise any right with respect to the collateral securing this Agreement or any other security, endorsement, or guarantee it may have for payment of Borrower's obligations; and, j) any amendments to which Borrower has assented.

LIMITED LIABILITY. Lender shall not be responsible to Borrower for, and Lender's right to reimbursement, indemnification, and other payments hereunder shall not be impaired by any act or omission for which an issuer of a letter of credit is relieved of responsibility under the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") or other applicable law. In addition, Borrower acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. Lender shall not be liable for any special, indirect, or consequential damages, unless there is clear and convincing evidence that such damages resulted from Lender's bad faith.

INDEMNITY. Borrower agrees to defend and indemnify Lender (and Lender's directors, officers, employees, attorneys, and agents), on demand and to the fullest extent permitted by law, against each and every claim and liability (and the reasonable costs and legal fees relating thereto) which may arise under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions commenced by the Beneficiary of the Letter of Credit for wrongful dishonor and actions commenced by Borrower to enjoin honor or attach the proceeds of honor.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Borrower's obligations under the Letter of Credit.

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. All prior and contemporaneous representations and discussions concerning such matters either are included in this document or do not constitute an aspect of the agreement of the parties. Except as may be specifically set forth in this Agreement, no conditions precedent or subsequent, of any kind whatsoever, exist with respect to Borrower's obligations under this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Commercial Purposes. This Agreement is being executed for commercial, which includes agricultural, purposes.

Financial Statements. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. To the extent permitted by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. To the extent permitted by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Indebtedness or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver By Borrower. Borrower waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Borrower.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Agreement. The word "Agreement" means this Application and Agreement for Irrevocable Letter of Credit, as this Application and Agreement for Irrevocable Letter of Credit may be amended or modified from time to time, together with all exhibits and schedules attached to this Application and Agreement for Irrevocable Letter of Credit from time to time.

Beneficiary. The word "Beneficiary" means Rural Water District No. 2, Creek County
, and Beneficiary's successors and assigns.

Borrower. The word "Borrower" means City of Glenpool, and all other persons and entities signing the Agreement in whatever capacity.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BANCFIRST, its successors and assigns.

Letter of Credit. The words "Letter of Credit" mean a letter of credit in the amount of $25,211.90 issued on 10-14-2019, by Lender on behalf of Borrower and in favor of Beneficiary.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT AND BORROWER AGREES TO ITS TERMS. THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT IS DATED OCTOBER 14, 2019.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT.

BORROWER:

CITY OF GLENPOOL

By:______________________________
Timothy L Fox, Mayor of City of Glenpool

By:______________________________
Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool

reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BANCFIRST, GLENPOOL, 394 EAST 141ST, P. O. BOX 1089, GLENPOOL, OK 74033-1089.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF GLENPOOL

By:______________________	By:______________________
Timothy L Fox, Mayor of City of Glenpool	Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool

BancFirst

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$25,211.90	10-14-2019	10-14-2020	0070000057	4A / 28	***	CWS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to a Government Entity for $25,211.90 due on demand and, if no demand, on October 14, 2020. This is an unsecured renewal of the following described indebtedness: PROMISSORY NOTE #0070000057 DATED OCTOBER 14, 2018 IN THE AMOUNT OF $25,211.90.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: TO BACK LETTER OF CREDIT #0070000057 DATED OCTOBER 14, 2019 IN THE AMOUNT OF $25,211.90.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $25,211.90 as follows:

Amount paid to others on Borrower's behalf:	$25,211.90
$25,211.90 to Rural Water District No 2, Creek County, Oklahoma as governed by the provisions in the Letter of Credit #0070000057	
Note Principal:	$25,211.90

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	$0.00
Other Charges Paid in Cash:	$125.00
$125.00 Letter of Credit Fee	
Total Charges Paid in Cash:	$125.00

AUTOMATIC PAYMENTS. If you have elected to have your loan payment automatically drafted from your BancFirst deposit account, your overdraft privilege amount will be considered when processing your payment.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 14, 2019.

BORROWER:

CITY OF GLENPOOL

By:____________________
Timothy L Fox, Mayor of City of Glenpool

By:____________________
Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool