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 November 7, 2022, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Utility Service Authority 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=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09
Meeting ID: 897 5355 5435
Passcode: 974088
One tap mobile
+13462487799, US (Houston)
+14086380968, US (San Jose)
Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 897 5355 5435
Passcode: 974088
Find your local number: https://us02web.zoom.us/u/kdrY6w7ABX

The GUSA Board 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, NOVEMBER 7, 2022.**

AGENDA

		Page
A)	**Call to Order - Joyce G. Calvert, Chair**	
B)	**Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**	
C)	**Departmental Reports**	
	1) 2022-10 Water Sewer Waste Report	3 - 4
D)	**Trustee Comments**	
E)	**Public Comments**	
F)	**Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by**	

one motion. Any Trustee 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 3, 2022 meeting. 5 - 6

GUSA - 03 Oct 2022 - Minutes - Html

2) Approval of Resolution 2022009 Authorizing Application for the American Rescue Plan Act (ARPA) Grant from the Oklahoma Water Resources Board in the amount of $2,000,000 with a required match from the City's ARPA funds of $2,399,280. 7 - 10

Staff Report - ARPA Grant Resolution (003)

3) 2023 Meeting Schedule. 11 - 12

2023 Meeting Schedule

4) Receipt and acceptance of FY21-22 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. 13 - 19

Annual Audit of Compliance with Agreement of Settlement

5) Approval of Bancfirst Letter of Credit in the amount of $26,074.08, as required by the Settlement Agreement between the City of Glenpool, Glenpool Utility Services Authority, and Creek County Rural Water District No. 2, and authorizing the City Manager to sign the required documents. 20 - 32

Staff Report - CCRWD2 Letter of Credit

6) Acknowledge Receipt of ODEQ Construction Permit No. SL000072220619 33 - 37

STAFF REPORT GUSA - RECEIPT OF PERMIT.docx

7) Surplus public works vehicles and approving, pursuant to City Code 2-2-6.B.4, waiving the requirement for soliciting competitive bidding. 38 - 39

2022-11-07 Surplus Action

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

H) **Scheduled Business**

I) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 4, 2022, by 11:30am.

Signed: Wendy Knight
Secretary

To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: October 2022 Water, Sewer, and Wastewater Treatment Plant Report

The following details of all work completed and in progress projects as of October 31st, 2022

Wastewater Treatment Plant and Lift Stations:

- Daily testing performed
- Daily readings performed
- Daily flow monitoring performed
- Daily meter calibrations performed
- Weekly biological oxygen demand and total suspended solids samples to Green Co. Testing
- Daily addition of chemicals to lagoon
- Mowed, weeded, and sprayed (where needed) at lift stations and plant grounds
- Lift Station inspected
- Vehicle and equipment maintenance performed
- Grinder Motor is down and heading to the shop for repair. Bar Screen in use until fixed
- Effluent Motor #3 is down. Distributors are actively looking for parts to repair.

Water and Sewer:

- 377 Utility locates
- 191 service orders completed for the utility office
    - September's report reported 181 service orders from the utility office. The final total for the month of September was 215. This was due to the report being filed before the end of the month.
- 147 turn offs for non-payment (October 25)
- Performed monthly meter reads and replaced 24 bad registers
- 3 meter re-read
- 5 leaks repaired (7 pending)
- 10 meters set (38 pending)
- Monthly water samples taken and passed
- Two employees sent to OMAG Sewer Expo for training and renewal hours
- Two trash pumps repaired (2" and 4")

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- Flow testing at Eden South was successful but found the line to be blocked at some point along the line. Further investigations are pending.
- During flow testing of Eden South, a pipe burst. Contractor was called and the lift station is back up and running.
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Leveled and sodded all leak repair job sites
- Jetrodded 1 possible sewer backup(s), city line(s) was clear
- One new employee started. Equipment Operator
- Open position(s) remains posted for laborer

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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

MINUTES
GUSA Meeting
Monday, October 3, 2022 Council Chambers 6:00 PM

TRUSTEES PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT:

David Tillotson
Susan White
Wendy Knight
Jesse Hale
Jeremy Plane

A) Call to Order - Joyce G. Calvert, Chair
Chair Calvert called the meeting to order at 6:49 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair
Wendy Knight called the roll, Chair Calvert declared a quorum present.

C) Departmental Reports

2022 Sept Water Sewer Waste Report

D) Trustee Comments
There were no Trustee comments.

E) Public Comments
There were no public comments.

F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by

request. A motion to adopt the consent Agenda is non-debatable.)

1) Minutes from September 6, 2022 meeting.

Moved by Brandon Kearns, seconded by Tim Fox

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			
	5	0	0	0

CARRIED.

GUSA - 06 Sep 2022 - Minutes - Html

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

H) Scheduled Business

I) Adjournment

Chair Calvert declared the meeting adjourned at 6:50 p.m.

City Of Glenpool
Creating Opportunity

To: Mayor and Council
GUSA Chair and Board of Trustees

From: David Tillotson, City Manager

Date: October 31, 2022

Re: Approval of Resolution No. 2022009 for an ARPA Grant Application

Background:

The American Rescue Plan Act (ARPA) grant is available for communities across Oklahoma to address water, wastewater, and dam rehabilitation infrastructure projects. This grant is administered by the Oklahoma Water Resources Board. The City of Glenpool is eligible to apply for a maximum grant of Two Million Dollars ($2,000,000) for an eligible project. This grant is due November 30, 2022.

Staff has prepared a project which is a part of the overall proposed Wastewater Treatment Plant, for the ARPA grant application. The proposed project includes a grinder and screening augur station, influent pump station and headwork-grit facility for the proposed wastewater treatment plant. The total estimated cost of this project is $4,399,280. The grant fund would cover $2,000,000, and the city would provide the balance of $2,399,280. This match would come from the City's ARPA Funds that have been designated for the Wastewater Treatment Plant Project.

Additionally, this resolution gives me, as City Manager, the authority to sign any grant application paperwork. Since the application process for this grant is completed and submitted directly online, I believe this will provide a more streamlined process internally for staff.

I have attached to this report the project package estimate, project description and resolution for your consideration and approval.

Staff Recommendation:

Staff recommends approval of the Resolution No. 2022009 Authorizing Application for the American Rescue Plan Act (ARPA) Grant from the Oklahoma Water Resources Board.

Attachments:

- Resolution No. 2022009
- Project Package Description
- Proposed Project Package
  Estimate

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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RESOLUTION NO. 2022009

AUTHORIZING APPLICATION FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD

WHEREAS the following circumstances have made it justifiable to apply for OWRB ARPA grant funds:

> The wastewater treatment plant within the City of Glenpool operated by the Glenpool Utility Services Authority (GUSA) is under an Oklahoma Department of Environmental Quality (DEQ) Consent Order. This DEQ Consent Order requires GUSA to replace the current lagoon treatment system with a mechanical sewer treatment plant and to close and remediate the lagoon. Design, construction, and remediation costs, including land costs and the various DEQ studies required prior to the start of design, are anticipated to cost more than $48,000,000; and

WHEREAS it is in the best interest of the citizens of the City of Glenpool to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

NOW THEREFORE, BE IT RESOLVED that a situation is hereby recognized and declared to exist in the City of Glenpool/Glenpool Utility Services Authority, and by reason thereof, Joyce G. Calvert, Chairperson of the Glenpool Utility Services Board, is hereby authorized to sign this Resolution; and

BE IT FURTHER RESOLVED that the GUSA Board of Trustees hereby authorizes and directs David Tillotson, Glenpool City Manager, to sign the application and related documents necessary to file and process an ARPA grant application with the Oklahoma Water Resources Board on behalf of the City of Glenpool and the Glenpool Utility Services Authority.

PASSED AND APPROVED by the Glenpool Utility Services Authority this 7th day of November 2022.

GLENPOOL UTILITY SERVICES AUTHORITY

____
Joyce G. Calvert, GUSA Chair

ATTEST: ____________________________________
Wendy Knight, City Clerk

(SEAL)

Glenpool Wastewater Treatment Plant Improvements
ARPA Grant Application Project Package Description

1. **Grinder & Screening Augur Station:**
   The exiting Parshall flume structure will not be necessary and will be decommissioned and the flow measurement will be included with the new screening and headwork facility. The existing grinder stricture has two parallel channels. A channel grinder unit with a fine screen augur attachment is located in the middle of the east concrete channel, and a manual bar rack is on the west channel. A second grinder unit with augur screen will be installed in the west channel to replace the exiting manual bar rack.

2. **Influent Pump Station:**
   The existing influent lift station will be reused. There are three submersible pumps with space for a fourth pump. In order to meet the new hydraulic head and capacity requirements, all three existing pumps will be replaced with new pumps and a a new fourth pump will be installed to provide redundancy.

3. **Headwork-Grit Removal Facility:**
   A new headwork building with influent flow measurement and grit removal equipment will be provided. Influent flow measurement will be using an inline magnetic flow meter. Two circular Circular vortex grit removal system are proposed. As part of the detailed design, a detailed field survey will be performed to confirm existing hydraulic grade and the possibility of combining the influent augur screen grinder as part of the headwork facility to optimize space and construction.

4. **Lagoon Sludge Removal & Disposal:**
   Since its original construction in 1980s, it is believed sludge has not been removed from the lagoon. Based on field study completed in 2015 by Glenpool, the average sludge depth is approximately 3.1-feet, and the estimated sludge volume is 16,835 cubic yard or approximately 3.4 million gallons (MG). In the proposed plant expansion plan, the existing lagoons will be repurposed as the flow equalization basins (FEB). In order to repurpose the existing lagoon as the FEB, accumulated sludge must be removed and properly disposed in accordance with Oklahoma Department of Environmental Quality (ODEQ) regulations. The purpose of this project is to remove and properly dispose the accumulated sludge in the lagoon.

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WWTP Expansion (SBR Process) 3.0 MGD Glenpool Wastewater Treatment Plant

	DESCRIPTION	2020 Report Estimate	2020 Report Estimate w/Contractor Cost & Const. Contingency	REVISED ESTIMATE OF PROBABLE PROJECT COST				
				12.6%	20.0%	12.0%	2.60%	TOTAL PROJECT COST
				ESCALATION TO 2024	MKT VOLATILITY CONTINGENCY	Eng. Design/Bidding /CA/RPR	Program Management / Administration	
1	GRINDER & SCREENING AUGUR STATION	$707,120	$892,290	$112,430	$178,460	$107,080	$23,200	$1,313,460
2	INFLUENT PUMP STATION	$298,240	$400,080	$50,420	$80,020	$48,010	$10,410	$588,940
3	HEADWORK- GRIT FACILITY	$1,306,350	$1,696,240	$213,730	$339,250	$203,550	$44,110	$2,496,880
	TOTAL ESTIMATED PROJECT COST (YEAR 2020)	$3,204,710		YEAR (2024)				**$4,399,280**

	FUNDING BREAKDOWN	
A	TOTAL ESTIMATED PROJECT COST	$4,399,280
B	MAXIMUM ARPA GRANT	$2,000,000
C	CITY MATCH (A-B)	$2,399,280

	ADD ALTERNATE WORK PAKCAGE	
D	LAGOON SLUDGE REMOVAL & DISPOSAL	$1,830,180

Date: November 7, 2022

To: Honorable Mayor/Chairman and City Council/Trustees

From: Wendy Knight, City Clerk

Re: 2023 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are similar to 2022 in frequency and convening time for each public body.

Attached

- 2023 Meeting Schedule

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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2023 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA

DATE	TIME	PLACE
JANUARY 3, 2023*	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 6, 2023	6:00 P.M.	GLENPOOL CITY HALL
MARCH 6, 2023	6:00 P.M.	GLENPOOL CITY HALL
APRIL 3, 2023	6:00 P.M.	GLENPOOL CITY HALL
MAY 1, 2023	6:00 P.M.	GLENPOOL CITY HALL
JUNE 5, 2023	6:00 P.M.	GLENPOOL CITY HALL
JULY 3, 2023	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 7, 2023	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 5, 2023*	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 2, 2023	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 6, 2023	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 4, 2023	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:
TRUSTEES OF THE GLENPOOL UTILITY SERVICE AUTHORITY
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the _____ day of November 2022

Signed: ____

City Of Glenpool
Creating Opportunity

Date: November 7, 2022

To: Honorable Mayor/Chairman and City Council/Trustees

From: Wendy Knight, City Clerk

Re: Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10[f] of Settlement Agreement)

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, (the "Agreement") Glenpool proposed and Creek-2 accepted a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts of both parties to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined to conform to Glenpool's fiscal year, the 12-month period from July 1-June 30, for each remaining year of the Agreement.

Sec. 10 (a) and (b) of the Agreement require the Independent Accountant's Audit Report to be completed within 90 days following the close of the Auditable Period. The Audit Report for FY 2021-2022 was dated and issued to the parties September 28, 2022.

Historical Perspective

The Council/Trustees may recall that performance under the Settlement Agreement has been an arduous task. Keeping up with all the procedures and protocols includes staff from: the Community Development Department (issuance of building permits and assessment of connection fees), Utility Department (allocating monthly royalty payments correctly with different rules for whether the customer's property is in the Permissive Area, the Released Area and/or is a "Reserved Creek-2 Water Customer", monthly reporting requirements and keeping track of the issuance of "construction meters" for temporary connection to fire hydrants on work sites); City/GUSA Clerk who oversees the entire ordeal; and the City Attorney.

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Notwithstanding this level of difficulty and the time and attention it requires, we can happily report that our annual audit has found us in complete compliance with the Settlement Agreement. Our auditor has commented favorably on the quality of our efforts, and has noted "no exceptions" in their findings and has recommended that "Glenpool should continue" current procedures.

Reconciliation of Records

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of issuance of the Audit in which to put the non-compliant party on notice of a potential default. Any such notice, to be effective, must be communicated by no later than 90 days following issuance of the Agreed Upon Procedures Audit Report. The Settlement Agreement also requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement establishing the parties' accounts are reconciled and all real or potential claims are forever waived. "The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement." Settlement Agreement § lO(g}. Glenpool and Creek-2 will each be requested to enter such reconciliation agreement following expiration of the 90-day deadline without notice of default by either party.

Recommendation

City Council, and the Glenpool Utilities Services Authority's Board of Trustees formally receive and approve the final Independent Accountant's Report on Applying Agreed-Upon Procedures, for FY 2021-2022.

Attached

Independent Accountants Report on Applying Agreed-Upon Procedures

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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Elfrink and Associates, PLLC
Certified Public Accountants

City of Glenpool
Glenpool Utility Service Authority
12205 So. Yukon Ave
Glenpool, OK 74033

Creek County Rural Water District No. 2
2425 West 121st Street South
Jenks, OK 74037

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release (the "Agreement") entered into between the users, effective May 15, 2015 (the "Effective Date"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. The audit period covered by this report is July 1, 2021 through June 30, 2022 ("Audit Period"). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by Glenpool and Creek-2 to assist you in evaluating and monitoring the Agreement.

The procedures that we performed, and our results are as follows:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.

All Glenpool Building Permit applications are sent to the Glenpool Community Development Department, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. The City Planner maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012 and will not change during the term of the Agreement. The "Permissive Area" is defined as all parts of Glenpool Territory within the colloquial "Fenceline" that were unincorporated as of March 2, 2012 (even if annexed in later) and as to which Glenpool is obligated by the Agreement to pay meter connection fees and monthly royalties. Three areas were annexed into the City in prior audit periods as designated by City Ordinances 695, 701, and 719. Three additional areas were annexed in the current period as designated by City Ordinances 790, 804, and 805.

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Members of the AICPA and OSCPA
539-664-4662
anne.elfrink@CPA.com
Government Accounting and Auditing

The Planner reviews all building permit applications that will include new meter connections for water or sewer service. For properties in the city limits, but also in the Permissive Area (that is, annexed after March 2, 2012), applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service.

If a property requesting water service in the Released Area has never had Glenpool water service and is or becomes an active or inactive Creek-2 water customer at any time before or after the Effective Date, it is defined as a "Reserved Creek-2 Water Customer". (All Reserved Creek-2 Water Customers as of the Effective Date were to be identified on the baseline customer count, as defined in the Agreement.) In that case, the Planner refers the customer to Creek-2. If water service is anticipated for a development on property that is classified as a Reserved Creek-2 Water Customer such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements, however Creek-2 is now installing waterlines sufficient to provide fire suppression services for most locations. If the property is within the Released Area and is requesting water service and does not have an active or an inactive Creek-2 water meter, the Planner approves the water service request and notes that the service address is in the Released area. The Community Development Administrative Assistant sends the 'Notice Concerning Applications for Water Service in Glenpool Territory" ("notice") to Creek-2 and to the City's utility billing office to establish an account.

If Glenpool management decides to provide additional water service in the Permissive Area, this notice is also sent to Creek-2 and the City's utility billing office. Such water service requires the payment to Creek-2 of a one-time connection fee and a monthly royalty provided by the Agreement. The connection fee and monthly royalty payments are calculated by the City's utility billing department. Customers in the permissive area are identified by the "class" of "SP2" on the INCODE billing system and the "service code" of "305 – CCRD2 Royalty".

The Third Amendment to the Agreement of Compromise, Settlement and Release was executed by Glenpool and Creek-2 on December 12, 2018. This amendment requires that Glenpool track construction meter connections and terminations of the connections in the permissive area, such that five or more such iterations in a fiscal year will trigger the requirement to remit a meter connection fee to Creek-2. Glenpool has established a new procedure that went into effect in the 2019-2020 audit period to track construction meters in the permissive area. After successful application for a construction meter, the contractor will meet a Glenpool public works foreman at the fire hydrant location who then verifies with the public works supervisor as to the classification of the location as either Permissive or Released. The utility department then creates a service order using a "job code" that will show the location designation of the construction meter. Once a construction meter is flagged in the permissive area, it will be tracked sufficiently to determine if 5 iterations as described above have occurred in a fiscal period at which time a meter connection fee will be remitted to Creek-2. We requested a report of the construction meter service orders during the Audit Period and reviewed for potential permissive activity, noting only two meters in the permissive area.

There were three new meters identified in the Permissive Area in the current audit period and one temporary construction meter at Floyds RV. The City reported these new meters monthly sending the 'Monthly Reporting Form for Glenpool' to the Creek-2 District office. Glenpool sent the required monthly report for each month in the current Audit Period, remitting the monthly royalty fees for these meters. Glenpool also paid the required meter connection fees for all new meters.

We obtained a customer history file for all active Glenpool utility customers and compared the service addresses to the service addresses in the original baseline customer count file and the building permit files provided in the current and prior years.

Findings: We noted 2 notices sent by Glenpool during the year that were not found in the Creek records at the time of fieldwork. This is a significant improvement over the 9 notices identified in the prior year.

Suggestions: Creek-2 management should assure that desk procedures are followed, and a complete file of all notices received from Glenpool are made available to the auditors at the time of fieldwork.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a listing of building permits issued by Glenpool during the Audit Period and determined that there were 95 properties that had a permit type of "BLD-RES" or "BLD-COM". We compared these permits to the "Notice Concerning Applications" reports that were received by Creek-2.

Finding: We noted that out of 95 permits issued, 54 of the applications were not in the records provided to us by Creek-2. Glenpool provided documentation to confirm that all 54 applications were provided to Creek-2.

Recommendation: Glenpool should continue current procedures to assure that all new connections are reported in a timely manner to Creek-2. Creek-2 should follow their desk manual procedures and ensure that all applications are printed and included in their files.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and will compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Audit Period.

Finding: We noted three new connections in the permissive area requiring payment of meter connection fees. The required meter connection fees were paid during the year.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

Finding: We noted no exceptions. Receipt of the fees was confirmed by a review of Creek-2's records.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2020 was 260.474. The CPI-U for December 2021 was 278.802 which is an 18.328 index point change. This index point change is then divided by the earlier index of 260.474 for an adjustment of 7.04%. This increase percentage exceeds the maximum annual increase indicated in the original agreement of a 5% increase for royalty fees and 4% increase for meter connection fees. As such, the increase percentages for the year were limited to the maximum annual increase allowed.

After the CPI-U adjustment, the meter connection fee increased by $35.50 to $922.93 for connection less than 1" in diameter and by $53.25 to $1384.38 for connections greater than or equal to 1" in diameter. The monthly royalty fee increased by $0.43 to $9.04 which was the rate paid by Glenpool from the February billing cycle forward.

Finding: The CPI-U adjustment was calculated and applied properly in the current year.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for calculating sewer service based on water usage. This is billed to the Shared Utility Customers by Creek-2 and remitted to the City on a monthly basis, whether or not billing is paid to Creek-2. During the Audit Period, Creek-2 billed sixty shared utility customers and remitted payment to Glenpool.

We reviewed the billing and collection records for all 60 active Shared Utility Customers. All Shared Utility Customers were billed a base charge of $14.00 which includes the first 1,000 gallons, and an additional $2.75 for each additional 1,000 gallons of water usage. The rates were confirmed by the City of Glenpool and were unchanged from the prior audit period. The Shared Utility Customers are noted in the Creek-2 utility billing system as "Secondary Status G" and service type "SwrGP". Creek-2 reports total water consumption for each sewer tap and remits the total billed for all sewer charges to Glenpool by the 20th of the month, whether or not such billing has been collected by Creek-2.

Findings: We identified one customer remittance for the month of May 2022 for which no billing occurred by Creek-2. The billing history for this customer was reviewed and revealed that Creek-2 began billing for water and shared sewer service in July 2022. No remittance was due for the month of May 2022. The amount was deducted from check #20676 after consultation with Glenpool.

Recommendation: Creek-2 should ensure that all amounts paid for shared sewer services are supported by a valid Creek-2 billing amount.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

Glenpool provided a list of 81 customers with sewer connections established during the audit period. Of these, 16 were listed on the Creek-2 shared customer report. The remainder were either Glenpool water customers or had no sewer service yet.

Findings: We noted no exceptions.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.

We reviewed the billing and collection records for all sixty active Shared Utility Customers. The rates billed were consistent with the rate schedule provided by Glenpool. Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of each month. Glenpool confirmed receipt of all the payments.

Finding: We noted no exceptions.

Procedures Applicable to Creek-2 and Glenpool

1. We will apply the following agreed-upon procedures, as specified in the Agreement provided that we may implement the Audit Sampling standards set forth in AU Section 350, Audit Sampling, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

Finding: Sampling Standards as set forth in AICPA AU Section 350, Audit Sampling were followed as indicated in the descriptions of procedures performed above.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

We obtained a customer listing from the City of Glenpool's Utility Billing Department and cross-checked the service addresses with a listing that included the addresses of the Glenpool Baseline Customer Count and the relevant building permit lists obtained in the audit procedures for the period ended June 30 2016, and years ended June 30, 2017-2022. This list has been updated to include any previously omitted addresses and will be maintained and built upon in the future.

Finding: Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been substantially met by both Creek-2 and Glenpool for the Audit Period.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and the Government Accountability Office ("GAO").

Finding: The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC
September 28, 2022

City Of Glenpool
Creating Opportunity

To: Mayor and City Council
GUSA Chair and Board of Trustees

From: David Tillotson, City Manager

Date: November 1, 2022

Re: Letter of Credit as required by Settlement Agreement with CCRWD#2

Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool, 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"). These fees include one-time meter connection fees and monthly royalty fees.

Section 14 (c) of the Agreement provides for the annual issuance of a letter of credit from Glenpool to Crek-2 to secure performance of Glenpool's reporting and payment obligations under the Agreement for each year of the Term of the Agreement. If the required annual performance audit discloses any deficiency of payments, Creek-2 has the option to rely 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. The Letter of Credit total is determined by calculating 110% of the total amount of payments for meter connection fees and royalty fees from the prior fiscal year made by Glenpool and adding $25,000 to it.

The City of Glenpool did not pay for construction meter connection fees in Fiscal Year 2021-2022 because the Agreement allows five construction meter connections before payment is due on the next one, and the City of Glenpool did not exceed that number. Royalties paid to Creek-2 in Fiscal Year 2021-2022 were as follows:

July	**$**	**68.08**		**January**	**$**	**76.59**
August	**$**	**68.08**		**February**	**$**	**93.61**
September	**$**	**68.08**		**March**	**$**	**99.44**
October	**$**	**68.08**		**April**	**$**	**99.44**

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

November	**$ 68.08**		**May**	**$ 99.44**
December	**$ 68.08**		**June**	**$ 99.44**

Total royalties paid to Creek-2 in Fiscal Year 2021-2022 were $976.44. Of which 110% is $1,074.08 ($976.44 X 1.1 = $1,074.08). Therefore, the letter of credit amount is $26,074.08 ($1,074.08 + $25,000.00).

Recommendation:

Staff recommends the City Council and the GUSA Board of Trustees approve the letter of credit in the amount of $26,074.08. and authorize City Manager David Tillotson 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
- Business Loan Agreement
- Promissory Note
- 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
$26,074.08	10-14-2022	10-14-2023	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 74033-6635

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 $26,074.08 issued on 10-14-2022, 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, 2022.

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

BORROWER:

CITY OF GLENPOOL

By:______________________________
David James Tillotson, City Manager, in connection with this transaction of City of Glenpool

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$26,074.08	10-14-2022	10-14-2023	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 74033-6635

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

THIS BUSINESS LOAN AGREEMENT dated October 14, 2022, is made and executed between City of Glenpool ("Borrower") and BANCFIRST ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of October 14, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Default. There shall not exist at the time of any Advance a Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Oklahoma. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 12205 S Yukon Ave, Glenpool, OK 74033-6635. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event

Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

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

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

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 Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. If Lender is required by law to give Borrower notice before or after Lender makes an expenditure, Borrower agrees that notice sent by regular mail at least five (5) days before the expenditure is made or notice delivered two (2) days before the expenditure is made is sufficient, and that notice within sixty (60) days after the expenditure is made is reasonable.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

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

EFFECT OF DEFAULT. Upon Default, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

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

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.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

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, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor'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 Loan 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.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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

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:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means City of Glenpool and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

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

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated October 14, 2022 and executed by City of Glenpool in the principal amount of $26,074.08, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

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 Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER 14, 2022.

BORROWER:

CITY OF GLENPOOL

By:______________________________
David James Tillotson, City Manager, in connection with this transaction of City of Glenpool

LENDER:

BANCFIRST

By:______________________________
CHRIS SMITH, President

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$26,074.08	10-14-2022	10-14-2023	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 74033-6635

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

Principal Amount: $26,074.08 **Date of Note: October 14, 2022**

PROMISE TO PAY. City of Glenpool ("Borrower") promises to pay to BANCFIRST ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-six Thousand Seventy-four & 08/100 Dollars ($26,074.08), together with interest on the unpaid principal balance from October 14, 2022, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of $26,074.08 plus interest on October 14, 2023. This payment due on October 14, 2023, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied to accrued unpaid interest, then to principal, then to any late charges, then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM on a business day, or received any time on a weekend, or received any time on a legal public holiday, Lender will credit Borrower's payment on the next business day.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the The Prime Rate as quoted in the Money Rates Section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 6.250% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index (the "Margin"), rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 7.250% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 6.250% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BANCFIRST, GLENPOOL, 394 EAST 141ST, P. O. BOX 1089, GLENPOOL, OK 74033-1089.**

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **$50.00.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oklahoma.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $25.00 if Borrower makes a payment on Borrower's loan and the check or other payment order including any preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. Collateral securing other loans with Lender may also secure this loan. To the extent collateral previously has been given to Lender by any person which may secure this loan, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods will not secure this loan. In addition, if any collateral requires the giving of a right of rescission under Truth in Lending for this loan, such collateral also will not secure this loan unless and until all required notices of that right have been given.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under the Note shall be solely governed by the provisions found in the Application for Letter of Credit No. 0070000057 as further referenced.

LETTER OF CREDIT PROVISION. The purpose of this promissory note is to fund Letter of Credit No. 0070000057, in favor of Rural Water District NO. 2, Creek County as Beneficiary, in the event said Letter of Credit No. 0070000057 is presented for payment by Beneficiary. Advances made on this note are solely governed by the provisions of the aforementioned Application for Letter of Credit No. 0070000057.

Borrower acknowledges its total inability to affect the advance(s) of the proceeds of this promissory note.

LENDER'S RIGHTS REGARDING FEES AND CHARGES. The late fee on this loan may increase, but will never be more than the maximum allowed by law.

PRIOR NOTE. PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2019 IN THE AMOUNT OF $25,211.90; PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2020 IN THE AMOUNT OF $26,458.00; PROMISSORY NOTE #0070000057 DATED OCTOBER 14, 2021 IN THE AMOUNT OF $25,903.58.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender 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:______________________________
David James Tillotson, City Manager, 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
$26,074.08	10-14-2022	10-14-2023	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 74033-6635

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 $26,074.08 due on demand and, if no demand, on October 14, 2023. This is a secured renewal of the following described indebtedness: PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2019 IN THE AMOUNT OF $25,211.90; PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2020 IN THE AMOUNT OF $26,458.00; PROMISSORY NOTE #0070000057 DATED OCTOBER 14, 2021 IN THE AMOUNT OF $25,903.58.

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, 2022 IN THE AMOUNT OF $26074.08.

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 $26,074.08 as follows:

Amount paid to others on Borrower's behalf: $26,074.08 to Rural Water District No 2, Creek County, Oklahoma as governed by the provisions in the Letter of Credit #0070000057	$26,074.08
Note Principal:	$26,074.08

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 Letter of Credit Fee	$125.00
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, 2022.

BORROWER:

CITY OF GLENPOOL

By:______________________________
David James Tillotson, City Manager, in connection with this transaction of City of Glenpool

To: Mayor and Council, Glenpool Utility Services Authority (GUSA)

From: David Agbetunsin, City Engineer

Date: October 27, 2022

Re: Receipt of ODEQ Construction Permit No. SL000072220619

Background:

Oklahoma Department of Environmental Quality (ODEQ) has approved the construction of five hundred and eighty-seven (587) linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve MonTapp Addition Section 2, an addition to the City of Glenpool in a part of the NE 1/4 of Section 3, T17N, R12E, Tulsa County, Oklahoma.

As required by the ODEQ, the receipt of this permit should be acknowledged in the next general meeting after which it should be made a matter of permanent record.

Staff Recommendation:

Staff recommends acknowledging the receipt of the ODEQ construction permit No. SL000072220619.

Attachments:

- ODEQ construction permit No. SL000072220619.
- Title page of the public sanitary sewer and drainage plans to serve MonTapp addition section 2 tracts 2 & 3 (GLS 242).

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

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

September 9, 2022

Mr. David Agbetunsin, City Engineer
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Re: Permit No. SL000072220619
Lot 2, Block 2, MonTapp Addition Section 2, Tracts 2 & 3 Sanitary Sewer Line Extension
Facility No. 20430

Dear Mr. Agbetunsin:

Enclosed is Permit No. SL000072220619 for the construction of 587 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the MonTapp Addition, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 9, 2022. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Glenpool, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Qusay R. Kabariti

Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Muhammad Ashraf Khan, P.E., SMC Consulting Engineers, P.C.

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

PERMIT No. SL000072220619

SEWER LINES

FACILITY No. 20430

PERMIT TO CONSTRUCT

September 9, 2022

Pursuant to O.S. 27A 2-6-304, the Glenpool, City of is hereby granted this Tier I Permit to construct 587 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the MonTapp Addition, located in Section 3, T-17-N, R-12-E, Tulsa County, Oklahoma, in accordance with the plans approved September 9, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000072220619

SEWER LINES

FACILITY No. 20430

PERMIT TO CONSTRUCT

9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

PUBLIC SANITARY SEWER AND DRAINAGE PLANS

SL000072220619
City of Glenpool

Received
August 24, 2022
Water Quality Division

TO SERVE

MONTAPP ADDITION SECTION 2
TRACTS 2 & 3 (GLS 242)

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3,
T17N, R12E IB&M. TULSA COUNTY, OKLAHOMA
2021

OWNERS' INFORMATION

SOUTH COUNTY LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
5711 EAST 71st STREET #120
TULSA, OKLAHOMA 74136
PH: (918) 494-4004
FAX: (918) 494-4009

RESOURCE LIST

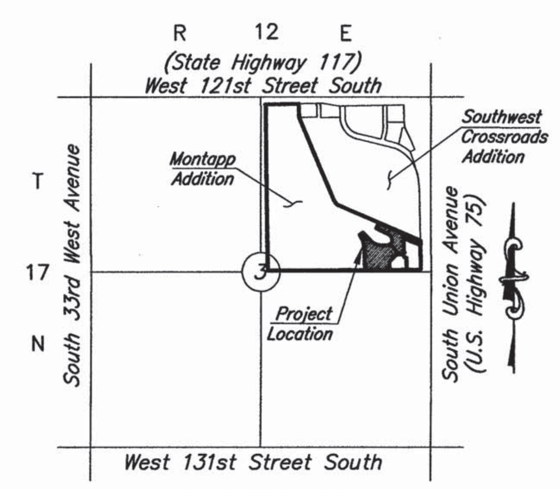
CITY OF GLENPOOL
12205 S. YUKON AVENUE
GLENPOOL, OK 74033
PH: (918) 322-5409

DAVID TILLOTSON
CITY MANAGER

GERALD GILBERT, AICP
DIRECTOR DEVELOPMENT SERVICES

FIRE DEPARTMENT
PAUL NEWTON
FIRE CHIEF
14522 S. BROADWAY
GLENPOOL, OK 74033
PH: (918) 322-2172

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
October 10 2022
Rocky W. Chen, P.E.
Water Quality Division
Qusay Kabariti, P.E.
Construction Permitting Section



LOCATION MAP
NTS

SHEET INDEX

GENERAL NOTE

1. ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO ODEQ STANDARDS OAC 252:656 AND THE CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS.
2. ALL WORK NOT CLASSIFIED AS PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREIN SHALL BE INCLUDED IN PRICE FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
3. ALL PVC PLASTIC PIPE FURNISHED ON THIS PROJECT MUST BE SDR-35 AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. STANDARD D 2412-76. CONTRACTORS SHALL SUBMIT TO THE CITY OF GLENPOOL'S CONSTRUCTION INSPECTOR OR CITY ENGINEER, CERTIFIED COPIES OF ALL REPORTS OF TESTS CONDUCTED BY AN INDEPENDENT LABORATORY BEFORE INSTALLATION OF PVC PIPE. TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH STANDARD METHOD OF TEST FOR "INTERNAL LOADING PROPERTIES OF PLASTIC PIPE BY PARALLEL-PLATE LOADING". IN THE ABSENCE OF SUCH REPORT, THE CITY CAN REQUIRE INDEPENDENT LABORATORY TESTING OF 1/2 OF ALL PIPE DELIVERED AT THE COST OF THE CONTRACTOR.
4. ALL WYES, RISERS, AND SERVICE CONNECTIONS ARE TO BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER AND RISER PIPES ARE TO BE EXTENDED TO 4' ABOVE FINISHED GRADE AND CAPPED.
5. PIPE LEAKAGE TEST SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH ODEQ STANDARDS (OAC 252:656-5-5 B).
6. MANHOLE LEAKAGE TEST – IN ACCORDANCE WITH OAC 252:656-5-4(G)(5) A MANHOLE LEAKAGE TEST MUST BE PERFORMED. THE MANHOLES WILL BE CONCRETE AND POURED MONOLITHICALLY. SUBSEQUENT TO ALL PIPE CONNECTIONS IN PLACE TO THE MANHOLE (NORMAL LATERAL, LINEAL, OR DROP CONNECTION); AND ALL CONNECTIONS HAVING WATER STOP GASKETS CAST WITHIN THE MANHOLE; AND CAST IN PLACE MANHOLE BARREL SECTIONS IN A CONTINUOUS CONCRETE POUR WITHOUT SEAMS OR JOINTS; THE CONTRACTOR AND CITY OF GLENPOOL INSPECTOR SHALL PERFORM A VISUAL INSPECTION FOR LEAKS. IF LEAKS ARE OBSERVED, IMMEDIATE PROCEDURES MUST BE PERFORMED TO ELIMINATE LEAKS. IF NO LEAKS ARE OBSERVED, THE MANHOLE SHALL BE ACCEPTABLE. IN CASE OF DISCREPANCIES, THE CITY ENGINEER SHALL BE CONTACTED TO REVIEW THE MANHOLE AND THE CITY ENGINEER SHALL MAKE THE FINAL DETERMINATION.

   OAC 252:656-5-4. (7) LEAKAGE TESTING. SPECIFY THE ASTM STANDARD FOR THE TEST TO BE USED. ASTM TESTING STANDARDS ARE ASTM C-969 AND C-1244.

   OAC 252:656-5-5. TESTS (B) LEAKAGE TESTS ARE REQUIRED FOR ALL GRAVITY LINES. HYDROSTATIC TESTS MUST USE A 2-FOOT TEST HEAD AND LEAKAGE INWARD OR OUTWARD SHALL NOT EXCEED 10 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY. WHERE AIR TESTS ARE PROPOSED, SPECIFY THE ASTM STANDARD FOR THE TEST TO BE USED. UNI-BEL PLASTIC PIPE ASSOCIATION PROCEDURES MAY BE USED FOR PLASTIC PIPE. AN AIR TEST RESULT MUST ASSURE A LEAKAGE LIMIT EQUIVALENT TO THE HYDROSTATIC TEST LIMIT.
7. ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ODEQ STANDARDS (OAC 252:656-5-4 G).
8. AT STREET CROSSINGS, WATER AND SEWER LINES ARE TO BE BACKFILLED AND COMPACTED WITH TYPE "A" AGGREGATE TO 95% STANDARD PROCTOR.
9. ODEQ STANDARDS OAC 252:656-5-5 (A) – PERFORM DEFLECTION TESTS ON ALL FLEXIBLE PIPE AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. DEFLECTION MUST NOT EXCEED 5%. TESTS MUST BE RUN USING A RIGID BALL OR MANDREL WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE TAKING INTO ACCOUNT MANUFACTURING TOLERANCES. TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
10. NO WATER JETTING OF TRENCHES FOR WATER, SANITARY SEWER, OR STORM SEWER.
11. MAXIMUM SLOPES FOR UTILITY EASEMENTS ARE 6:1.
12. CONTRACTOR TO LOCATE AND VERIFY SEWER SERVICE CONNECTIONS FOR ALL EXISTING SEWER SERVICES.
13. AN EFFORT HAS BEEN MADE TO LOCATE AND SHOW APPROXIMATE LOCATION OF UNDERGROUND UTILITY LINE. BURIED UTILITIES ARE NOT NECESSARILY SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PRESERVE ALL UTILITY SERVICES.
14. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.
15. ALL WORK MUST MEET ADA REQUIREMENTS.
16. ALL QUANTITY ESTIMATES SHOWN IN THIS SET OF PLANS ARE THE ENGINEER'S ESTIMATE AND ARE NOT GUARANTEED QUANTITIES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CALCULATING HIS/HER OWN QUANTITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS, DESIGN DETAILS, SPECIFIC STANDARDS, SPECIFICATIONS, AND SPECIAL CONDITIONS. ANY WORK REQUIRED IN THE CONSTRUCTION PLANS, DETAILS, OR STANDARDS FOR WHICH NO SPECIFIC BID ITEM IS PROVIDED SHALL BE CONSIDERED TO BE ANCILLARY, THE COST OF WHICH SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
17. CONTRACTOR SHALL ACQUIRE LICENSING TO WORK IN THE CITY OF GLENPOOL, SHALL MAINTAIN INSURANCE VERIFICATION PER CITY'S REQUIREMENTS AND SHALL SUBMIT NECESSARY BONDS TO SATISFY CITY OF GLENPOOL REQUIREMENTS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES, PUBLIC OR PRIVATE.
19. CONTRACTOR FOR VEGETATIVE COVER SHALL APPLY APPROPRIATE GRASS MIXTURE TO PROVIDE GROWTH CONDITIONED WITH THE TIME OF THE YEAR AND THE GROWING CYCLE. COVER WILL BE PLACED ON BARE, SLOPED OR ERODIBLE AREAS AS APPROVED BY THE ENGINEER.
20. ALL WATER AND SEWER TRENCHES CROSSING STREETS SHALL BE BACKFILLED INCLUDING 2'-0" BACK OF CURB WITH TYPE "A" AGGREGATE AND COMPACTED TO 95% STANDARD PROCTOR.
21. THE CITY REQUESTS AT LEAST 48 HOURS NOTICE FOR INSPECTIONS. THE CITY INSPECTORS MUST BE NOTIFIED PRIOR TO A CONSTRUCTION EVENT SUCH AS POURING CONCRETE, LAYING PIPE OR LAYING HOT MIX ASPHALT CONCRETE.

NOTE TO CONTRACTOR

CALL OKIE: 1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number prior to any excavation.

BEFORE YOU DIG
CALL OKIE
(800) 522-6543

BENCH MARKS:

BENCHMARK – BM 1	
ELEVATION	691.87
MONUMENT	CUT "X" ON TOP OF CURB
LOCATION	W. SIDE OF VANCOUVER AVE. N. OF YUKON AVE. N. OF INLET

BENCHMARK – BM 2	
ELEVATION	701.95
MONUMENT	CUT "X" ON HEADWALL
LOCATION	S. OF 126TH ST. E. OF VANCOUVER AVE.

BENCHMARK – BM 3	
ELEVATION	710.78
MONUMENT	DOUBLE 60D IN PP
LOCATION	N. FACE OF PP E. OF GRAVEL DRIVE S. OF 126TH ST.

ALERT TO CONTRACTOR:

1. ALL CONSTRUCTION FOR THE PUBLIC IMPROVEMENT WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF GLENPOOL AND THE OKLAHOMA STANDARDS AND SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (ENGLISH UNITS), ODOT 2009. IN CASE OF ANY CONFLICT BETWEEN THE CITY OF GLENPOOL STANDARDS/SPECIFICATIONS AND THE OWNER'S SITE SPECIFIC STANDARDS AND SPECIFICATIONS, THE CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS SHALL PREVAIL.
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO CONTRACTOR COMPLETION AND THE FINAL CONNECTION OF SERVICES.

I, Muhammad A. Khan, Oklahoma Professional Engineer, #18318, do hereby state that these public sanitary sewer line plans, prepared by me or under my direct, responsible supervision, are in strict conformance with the applicable Codes of the City of Glenpool and the sound principles and practice of the Civil Engineering profession.

M.A. Khan 6/2/22
MUHAMMAD A. KHAN, P.E. #18318

SMC Consulting Engineers, P.C.
Oklahoma City, Oklahoma

NOT VALID FOR CONSTRUCTION
LICENSED PROFESSIONAL ENGINEER
MUHAMMAD ASHRAF KHAN
18318
OKLAHOMA
UNLESS SIGNED IN THIS BLOCK

SANITARY SEWER AND DRAINAGE PLANS FOR MONTAPP ADDITION SECTION 2
W. 126th ST SOUTH & S. UNION AVE. GLENPOOL, OKLAHOMA

SMC Consulting Engineers, P.C.
815 West Main – Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcokc.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 464 EXP 06/30/2023

No.	Revision	By	Date

PROJECT NO.: 4621.30
DATE: 06/25/2021
SCALE: NOT TO SCALE
DRAWN BY:TN
ENGINEER: MUHAMMAD A. KHAN
P.E. NUMBER: 18318

TITLE SHEET

SHEET NO.
1

City Of Glenpool
Creating Opportunity

Date: November 7, 2022

To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: Surplus of Public Works equipment

This item is for Council consideration and action regarding the approval to surplus vehicles assigned to the public works department which are no longer usable.

Currently the public works department has 10 vehicles that are deemed unsafe or unfit for Public Works duties. 8 pickups, 1 car, and 1 dump truck.

All equipment listed has been deemed unsafe and/or unreasonable to use by the public works department.

Staff is requesting the approval to surplus the listed vehicles.

Attached is an itemized spread sheet listing all applicable equipment.

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

YEAR	MAKE	MODEL	VIN	MILES	TAG	Issue
1993	Chevy	Caprice	1G1BL5377PR133164	?		Does not run
1995	FORD	F350 Dump	2FDKF38F0SCA69473	?	3-40263	Does not run
1995	Ford	F350 Utility	1FDKF37F85EA56871	?		Does not run
1997	FORD	Ranger PU	1FTCR14X9VPA78713	?	3-43646	Does not run
1999	DODGE	Q15/4C	3B7HC13Z3XM595590	?		Does not run
2003	CHEV	S14	1GCCS19X638220908	?	354888	Does not run
2003	CHEVY	S14/3C	1GCCS19X738217239	?		Does not run
2004	GMC	CANYON	1GTCS146048186304	?		Does not run
2005	GMC	8500 Dump	1GDP8C13115F524341	?	20525	Engine Locked up
2008	CHEVY	RDO/PK	1GCCS149488145027	?		Does not run