

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, November 10, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order - Mayor Ceesay
- B)** Roll call, declaration of quorum – Susan White, City Clerk; Mayor Ceesay
- C)** Invocation
- D)** Pledge of Allegiance – Mayor Ceesay
- E)** Public Comments
- F)** Community Development Report – Lynn Burrow, Community Development Director.
- G)** City Manager Report – Roger Kolman, City Manager
- H)** Mayor Report – Momodou Ceesay, Mayor
- I)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from October 20, 2014 meeting.
 - 2)** Discussion and possible action to approve 2015 Schedule of Regular Meetings.
(Susan White, City Clerk)
 - 3)** Discussion and possible action to approve recommendation of the Oklahoma Municipal Assurance Group (OMAG) to deny Tort Claim No. 139872-TW, John Tarrant, Claimant.
(Lowell Peterson, City Attorney)
 - 4)** Discussion regarding options for disposal of 1999 Ford Goshen 14 passenger van.
(Rick Malone, City Planner)
 - 5)** Discussion and possible action to approve the Stormwater Detention Easement dedication from D&G Investments, site located at Lot 2, Block 1, Rolling Meadow Apartments Addition and fronts 146th Street west of US 75.
(Lynn Burrow, Community Development Director)

- 6) Discussion of the Glenpool Zoning Code as it pertains to Real Estate Signs.
(Rick Malone, City Planner)
- 7) Discussion of possible amendments to the fireworks ordinance.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to enter into Executive Session.
(Momodou Ceesay, Mayor)
- 9) Executive Session for the purpose of discussing confidential communications between the City Council and the City Attorney concerning a pending investigation, Claim, or action as to which the City, with the advice of its Attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), to wit, discussion of terms and conditions of that certain 'Agreement of Compromise, Settlement and Release' between Creek County Rural Water District No. 2 and the City of Glenpool and the Glenpool Utility Services Authority, as negotiated in accordance with terms and conditions discussed in Executive Session and agreed upon in substance in open session on Wednesday, August 20, 2014, for the purpose of resolving and dismissing all claims in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM] between the Parties.
(Lowell Peterson, City Attorney)
- 10) Possible action to reconvene in Regular Session.
(Momodou Ceesay, Mayor)
- 11) Discussion and possible action by the City of Glenpool City Council to adopt Resolution No. 14-11-01, approving and authorizing execution and implementation of the 'Agreement of Compromise, Settlement and Release between Creek County Rural Water District No. 2 and the City of Glenpool and the Glenpool Utility Services Authority for the purpose of resolving and dismissing all claims between the parties, including those in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM].
(Lowell Peterson, City/Trust Attorney)
- 12) Discussion and possible action by the City Council to approve and adopt Resolution No. 14-11-02, "Resolution Of The City Council Of Glenpool Approving An Increase In The Rates Charged For Water Delivery Services Within Areas Of The Glenpool Fenceline Not Incorporated As Of March 2, 2012, And Served By The Glenpool Utility Services Authority Pursuant To The 'Agreement Of Compromise, Settlement And Release' Between Creek County Rural Water District No. 2 And The City Of Glenpool And The Glenpool Utility Services Authority Approved And Executed November 10, 2014 (Such Unincorporated Areas Being Defined As The 'Permissive Area' In Said Agreement)."
(Roger Kolman, City Manager)

J) Adjournment.

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

Signed: _____
City Clerk



Community Development Director's Report

November 5, 2014

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors and Board Members,

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

City/Public Related Projects:

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

- Traffic Engineering Consultants, LLC has been retained by the City to investigate the existing signalization on 121st Street and design a third signal on the east side of US Highway 75 to be located such that the north bound on and off ramps become signalized and synchronized with the existing signals west of the highway on 121st Street.
- Traffic Engineering indicates that the preliminary design and construction document production is approximately fifty percent (95%) complete at this time.
- The engineering consultant estimates that full complete of the preliminary design documents will be fully complete by approximately November 15th and will be issued to City Staff and ODOT for review and comment at that time.
- The engineering consultant is predicting final approval of the design and construction plans and specifications sometime prior to January 1st 2015.
- Upon approval by ODOT, the State will provide a final estimate of actual construction costs involved with the installation of these improvements based on the approved construction documents and other similar projects. At that point in the project, ODOT will issue an invoice to the City for an amount equal to the 25% cost sharing agreed to by City resolution earlier this year.

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

Longhorn Sewage Liftstation Rehabilitation Project:

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

Private Development and/or Building Projects:

Grandview Heights Apartments: MonTapp Addition

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

Mansfield Lane Residential Subdivision:

- This project is located on the east side of Elwood Avenue at 147th Street, abuts the south boundary of Glen Village, and consists of 88 single family residential lots.
- At this time, the projects public infrastructure improvements are fully complete and have been accepted by the City regarding ownership and maintenance.
- Currently, the Developer is finalizing the installation of the private improvements proposed and approved by the City under the provisions of the Planned Unit Development covering the project. Those improvements include: certain walking trails, subdivision entry walls and fencing, landscape planting, and sod and seeding for permanent erosion control and re-vegetation throughout the project.
- At this time, no building permits have been applied for or issued for home construction within this development.
- The Developer is estimating building construction will commence approximately November 15th - starting with several sales models and a certain number of pre-sold homes to be built by Home Creations building company.

Glen Abby Addition: Phase II

- This project is located immediately west and adjacent to the Phase I subdivision.
- The Phase II plat contains 91 single family lots.
- At this time, the projects public infrastructure improvements are fully complete and have been accepted by the City regarding ownership and maintenance.
- With one minor omission, the Developer has completed the installation of the private improvements proposed and approved by the City under the provisions of the Planned Unit Development covering the project. Those improvements included: certain walking trails within the development making a connection to the South Tulsa Community Center adjacent to the project, common area landscape planting, and sod and seeding for permanent erosion control and re-vegetation throughout the project.
- As of this date, the City Building Department has received, processed, and issued six building permit applications.

Elwood Corner Commercial Center:

- This project is located at the northwest corner of 141st Street and Elwood Avenue and features an 11,300 s.f. multi-tenant single story building with associated parking, drives, and various other site related improvements.
- The building was issued for this project and construction started in August and is currently in the steel frame and top-out phase of the work.
- Site related improvement construction has commenced and will progress parallel with the completion of the building structure.
- At this time, the Developer has not indicated an anticipated completion date for the project.

Starbucks:

- This project is located on a commercial lot in Southwest Crossroads Addition fronting on Vancouver Ave. - immediately across from Heritage National Bank.
- The project consists of the construction of a single story commercial building having approximately 1950 s.f. of gross floor area along with supporting parking and drives featuring a drive-thru and order pick-up lane similar to several other Starbucks facilities in the Tulsa metro area.
- All Planning and Zoning related approvals have been obtained and the corresponding building permit has been issued accordingly.
- The site and building construction is in the rough-in stage with completion of the building shell projected within 60 days. Tennant improvement installation will commence within approximately 45 days.
- At this time, the developer has not indicated a tentative full completion date for the project.

Texon Industrial Facility:

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

Mastercraft Floor Covering Project:

- This commercial project is located on a platted lot in Rolling Meadow Apartment Addition on the south side of 146th Street approximately 500' west of US highway 75.
- This project consists of a single story, 8000 square foot, multi-tenant, office/warehouse type building situated on a 1.84 acre site.
- All City approvals related to site plan and supporting site improvements have been approved by Staff and Planning Commission.

- The City has issued the necessary permits for site improvements and building construction.
- Currently, the project site has been cleared and is in the building foundation stage of construction.
- The Developer has not released a tentative project completion date at this time

Glenpool Residential and Commercial Building Permit Statistics thru October:

• New residential Permits Issued in October 2014:	11 Total
• New Commercial Permits Issued in October 2014:	0
• Current Active Residential Permits:	44 Total
• Current Active Commercial Permits:	3 Total
• 2013 Residential Permits Issued thru October:	87 Total
• 2014 Residential Permits issued thru October:	108 Total
• 2013 Commercial Permits Issued thru October:	8 Total
• 2014 Commercial Permits Issued thru October:	9 Total



11.04.2014 16:32

Grandview Apartments







11.04.2014 16:32





11.04.2014 16:33





11.04.2014 16:38



11.04.2014 16:42

Grandview Apartments



Grandview Apartments



Grandview Apartments



Elwood Corner



Elwood Corner

11.04.2014 17:09



11.04.2014 16:54



11.04.2014 16:54





11.04.2014 17:06





11.04.2014 17:00





11.04.2014 17:01

MINUTES

CITY COUNCIL MEETING

October 20, 2014

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

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

Also present were: Ricky Jones, Tanner Consulting representing Texon LP; Trevor Henson, RAM Energy, LLC; Daneen Shepherd; and Peter Jansen, Acura Neon Inc.

- A. Mayor Ceesay called the meeting to order at 6:00 p.m.**
- B. Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.**
- C. Reverend Jason Yarbrough, First Baptist Church offered the Invocation.**
- D. Mayor Ceesay led the Pledge of Allegiance.**

Mayor Ceesay presented a plaque of appreciation to Robert Ranford acknowledging his service on the Planning Commission.

E. Other Public Comments

- None

F. City Manager Report – Roger Kolman, City Manager

- Mr. Kolman thanked Rev. Yarbrough and the congregation at First Baptist Church for the use of their facility to hold the inaugural “Movie in the Park.” Mr. Kolman estimated approximately 100 in attendance and declared the event a great success.

G. Mayor Report – Momodou Ceesay, Mayor

- Mr. Ceesay announced the expected arrival of the new public transport bus is Friday, October 24.

H. Scheduled Business

- 1. Discussion and possible action to approve minutes from October 6, and October 13, 2014.**
MOTION: Councilor Agee moved, second by Vice Mayor Korb to approve minutes as presented.
FOR: Councilor Fox; Councilor Agee; Councilor Ballew; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None
Motion carried.
- 2. Discussion and possible action to approve recommendation of the Oklahoma Municipal Assurance Group (OMAG) to deny Tort Claim No. 139990-TW, Dan Stotler, Claimant.**
Lowell Peterson, City Attorney advised the Council that the claim was presented to OMAG for investigation. OMAG concluded that the City was not at fault and recommended denial of the claim. Mr. Peterson concurred with the recommendation from OMAG. Following a brief discussion among the Council, a motion to deny was submitted.

MOTION: Councilor Agee moved, second by Vice-Mayor Korb to deny Tort Claim 139990-TW as recommended by OMAG.

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

AGAINST: None

Motion carried.

3. **Discussion and possible action to approve the Conditional Final Plat of TEXON, LP a 15.194 acre tract which is located at the Northeast corner of 131st Street and US 75, property legally described as W/2, SW/4, SW/4 of Section 2, T17N, R12E.**

Rick Malone, City Planner and Lynn Burrow, Community Development Director presented the Conditional Final Plat to Council and recommended approval.

MOTION: Vice-Mayor Korb moved, second by Councilor Ballew to approve Conditional Final Plat of Texon, LP a 15.194 acre tract, located at the NE corner of 131st Street and US 75.

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

AGAINST: None

Motion carried.

4. **Discussion and possible action to approve the Final Plat of THE CROSSINGS AT GLENPOOL PHASE 4 (AMENDED), situated west of the Northwest corner of 151st Street and Elwood Ave.**

Mr. Malone advised Council that the amendment corrected addresses which were filed on the original Final Plat.

MOTION: Councilor Fox moved, second by Councilor Agee to approve as presented.

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

AGAINST: None

Motion carried.

5. **Discussion and possible action to approve Specific Use Permit #2014-02 RAM Energy LLC to allow oil and gas well drilling within Agricultural (AG) Zoning, the property is located east of the Southeast corner of 33rd West Ave and 126th Street.**

Mr. Malone described the location of the 62 acre tract, as well as the zoning surrounding the property. Following an interview with representatives from RAM Energy, staff concluded that impact to the surrounding properties will be minimal and recommended Council approve SUP # 2014-02.

MOTION: Councilor Ballew moved, second by Vice-Mayor Korb to approve Specific Use Permit #2014-02 RAM Energy LLC to allow oil and gas well drilling within Agricultural Zoning.

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

AGAINST: None

Motion carried.

6. **Public hearing on Petition for Detachment from Glenpool City Limits, GDA 14-10-01, property located south of the Southeast corner of 141st Street and Peoria Ave, otherwise known as 14535 S. Peoria, Bixby, OK 74008.**

Mayor Ceesay opened the Public Hearing at 6:18 pm.

Ms. Daneen Shepherd, Petitioner offered her reason for the request to detach from Glenpool city limits. Staff presented reasons to deny petition. No comments were offered by other audience members.

Motion: Councilor Agee moved, second by Vice-Mayor Korb to close public hearing at 6:28 pm.

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

AGAINST: None

Motion carried.

7. **Discussion and possible action to approve ORDINANCE NO. 688, AN ORDINANCE DETACHING CERTAIN REAL PROPERTY FROM THE MUNICIPAL BOUNDARIES OF THE CITY OF GLENPOOL, OKLAHOMA.**

MOTION: Vice-Mayor Korb moved, second by Councilor Agee to approve Ordinance 688 as presented.

FOR: None

AGAINST: Councilor Ballew; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceasay
Motion Failed.

8. **Discussion and possible action to approve an EMERGENCY CLAUSE, upon finding it immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 688 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.**

Mayor Ceasay declared to strike Item 7 from the agenda. No action necessary.

9. **Discussion concerning possible amendments to the zoning code pertaining specifically to real estate signage.**

Mr. Malone presented and reviewed proposed changes to zoning code as they pertain to real estate signage and as discussed during the October 6, 2014 City Council meeting. Further discussion among the Council ensued pertaining mostly to directional signage.

10. **Discussion and review of the proposal for installing a Glenpool Conference Center monument sign adjacent to Southwest Crossroads Addition in City of Glenpool Right-of-way.**

Mr. Malone submitted a rendering of a monument sign to identify and advertise events at the Glenpool Conference Center. He suggested placement in city right of way along US 75. Mr. Peter Jansen with Acura Neon discussed options with the Council.

Upon the advice of legal counsel, the Mayor removed Items 11 through 13.

11. **Discussion and possible action to enter into Executive Session.**

Item removed.

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

Item removed.

13. **Possible action to reconvene in Regular Session.**

Item removed.

I. Adjournment.

Meeting was adjourned at 7:08 p.m.

Date

Mayor

ATTEST:

City Clerk

**2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL CITY COUNCIL
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
JANUARY 20, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 17, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
MARCH 16, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 20, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 18, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 15, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 20, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 17, 2015	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 21, 2015	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 19, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 16, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 7, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 21, 2015	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

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

APPROVED BY:
GLENPOOL CITY COUNCIL
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409

Filed in the office of the City Clerk on the 10th day of November 2014

Signed: _____



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 4, 2014

Ms. Susan White
City of Glenpool
PO Box 70
Glenpool, OK 74033

Re:	Member	:	City of Glenpool
	Claimant	:	John Tarrant
	Date of Loss	:	09/08/14
	Claim No.	:	/

Dear Ms. White:

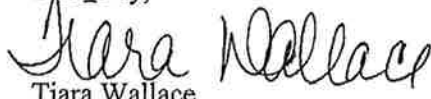
We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Glenpool that this claim be denied. We find no liability on the City's part, regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec 157(A), this claim will be deemed denied ninety (90) days after it was received by City of Glenpool or on 12-21-14. 51 Okla. Stat. Sec 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 12-21-14 we suggest you docket this claim for denial at the next meeting of your municipal governing body. **For the 180-day period to start running, the claimant must be notified in writing at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,


Tiara Wallace
Claims Examiner

Enclosure



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 4, 2014

John Tarrant

RE: Member	:	City of Glenpool
Claimant	:	John Tarrant
Date of Loss	:	09/08/14
Claim No.	:	

Dear Mr. Tarrant:

As the adjuster for the Oklahoma Municipal Assurance Group, the general liability insurer for the City of Glenpool, I am recommending denial of this claim and find no liability on the City's part for this claim.

A municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Glenpool had no notice of any issue prior to your incident. Based on this information we are recommending denial of this claim to the City of Glenpool.

Sincerely,

Tiara Wallace
Claims Examiner

cc: City of Glenpool ✓

**FAX MESSAGE
FROM
OMAG
Oklahoma Municipal Assurance Group**
3650 S. BOULEVARD, EDMOND, OK 73013-5581

PAGE 1 OF 2

Bus: (405) 657-1400

Fax: (405) 657-1401

DATE: 9/24/14

FAX: 918-209-4626

TO: City of Glenpool

ATTN: Susan White

FROM: OMAG Claims Department

RE: Acknowledgement Letter

NOTES/COMMENTS:

If you have any questions or additional information, please contact the Adjuster indicated in the letter.

Thank you!

Please note our new address as well as our new phone and fax numbers



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

September 24, 2014

John Tarrant

Re:	Member	:	City of Glenpool
	Claimant	:	John Tarrant
	Date of Loss	:	September 8, 2014
	Claim Number	:	

Dear Mr. Tarrant,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Tiara Wallace
Claims Examiner

TW/as

cc: City of Glenpool

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**To the City of Glenpool
Public entity you are filing this claim against.**PLEASE PRINT OR TYPE AND SIGN****RECEIVED SEP 22 2014**

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) John TARRANT
ADDRESS _____

CLAIMANT(S) SOCIAL SECURITY NO. _____

CLAIMANT(S) DATE OF BIRTH _____

PHONE: HOME (918)BUS. (773)Continue on another sheet if needed
for any information requested)1. DATE AND TIME OF INCIDENT 9-08-14 () a.m. (6:40) p.m.2. LOCATION OF INCIDENT Morris Park3. DESCRIBE INCIDENT When I was parked at Morris Park a tree limb fell from a tree and damaged the top of my truck and the door on the driver side. The side of the door was damaged as well.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO X If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO X If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY. \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.VEHICLE NAME Came Sierra 1500 BODY TYPE 4 Dr P/U YEAR 2002**NOTE:** If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 2800 / 3800

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. _____ POLICY NO. _____ AMOUNT CLAIMED _____ AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

Name _____ Address _____ Phone Number _____

Name _____ Address _____ Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ 3800.00SIGNATURE(S) [Signature]DATE 9-22-14

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Edmond call 657-1400

RECEIVED SEP 22 2014

This Notice of Tort Claim was received by Darrell Colbert
(Title) Administrative Clerk, on September 22nd, 20 14

For further information on this claim contact Susan White
(Title) City Clerk, by telephone at (918)

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Title of Vehicle, Police Report of incident, pictures of damage, estimates from repair shops, contacts of repair shops.

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	<u>Darrell Colbert</u>	<u>Administrative Clerk</u>	<u>918-209-1111</u>
2.	<u>Susan White</u>	<u>City Clerk</u>	<u>918-209-1111</u>
3.	<u>Jeff Waller</u>	<u>Facility Maintenance</u>	<u>918-209-1111</u>
4.			

Submitted by: [Signature] Date September 22, 20 14

Title: Administrative Clerk Glenpool

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013-5581
Fax (405) 657-1401

CERTIFICATE OF TITLE

STATE OF OKLAHOMA

RECEIVED SEP 22 2014

VEHICLE IDENTIFICATION NUMBER
YEAR 2002
MAKE GMC
TITLE NO.
BODY TYPE 4C
MODEL NCI
DATE 1st SOLD
DATE ISSUED
AGENT NO 7315
ODOMETER
TYPE OF TITLE
EXEMPT
DATE INS.
LOSS OR SALVAGE
NAME AND ADDRESS OF VEHICLE OWNER

JOHN A TARRANT

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO.

(This is not a title number)



IF REGISTERED
OWNER (SELLER) IS
A LICENSED DEALER,
PLACE OKLAHOMA
MOTOR VEHICLE TAX
STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: _____)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): _____

Purchaser(s) Complete Address: _____

Actual Purchase Price of Vehicle: _____

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ ☐ ☐ ☐ ☐ ☐ (NO TENTHS)

- ☐ 1. The odometer has exceeded its mechanical limits.
☐ 2. The odometer reading is NOT the actual mileage. Warning—Odometer Discrepancy

Signature of Seller(s): _____ Printed Name of Seller(s): _____

Subscribed and Sworn to Before me this _____ Day of _____, 20____

Notary Public: _____ Commission Expiration: _____

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): _____ Printed Name of Buyer(s): _____

Affix
Notary Seal / Stamp
Here

VOID IF ALTERED

GLENPOOL POLICE DEPARTMENT

Offense / Incident Report

RECEIVED SEP 19 2014

GENERAL OFFENSE INFORMATION

Report Type: Initial Report

Agency GLENPOOL PD Case # File # Description INFORMATION Incident Status CLOSED Reporting Officer PLANE, J	Location 100 W 121 STREET GLENPOOL OKLAHOMA 74033 From Date/Time 09/08/2014 19:03 To Date/Time Report Date 09/08/2014 19:03 Initial Rep. Date 09/08/2014 19:03
---	--

GENERAL ADDITIONAL DATA

Label	Data	System	Required	From
Incident Type	VEHICLE	Y	N	Incident General

OFFENSE(S)

Offense	INFORMATION ONLY (MISD)		
Statute			
Attempt Status	COMPLETED		
Offense Status	ACTIVE		
Location	OTHER/UNK		
Computer	N	Alcohol N	Drug N
Weapons			
Criminal Activity			
Bias Type	Bias Motivation		

COMPLAINANT

Name TARRANT, JOHN ALBERT	Phone 918
Address	
Race	Ethnic N Sex M DOB
Height	Weight Hair J Eyes
S.S.N.	DL & St. ***** JRN#

VICTIM(S)

Name TARRANT, JOHN ALBERT	Phone 918
Address	
Race	Ethnic N Sex M DOB
Height	Weight Hair Eyes
S.S.N.	DL & St. ***** JRN#
Type of Victim INDIVIDUAL	Victim Of NONE Injury Type
Homicide/Assault Circumstance	

PROPERTY

Property Category	AUTOMOBILES	Loss Type	DESTROYED/DAMAGED/VAND
Description	GMC SIERRA		
Notes			
Make	GMC	Model	SC1
Serial No / VIN		Style	PICKUP
Vehicle Year	2002	Color	GRAY
Plate No/ State/ Type			
Loss Date		Loss Quantity	Loss Value
Rec Date		Rec Quantity	Rec Value
Drug Type		Drug Quantity	Drug UOM

Entered By PLANE, J

Officer PLANE, J

Supervisor

Case No: 2

Glenpool Police Department

Incident #

PLANE, J

On 09-08-14 I was dispatched to Morris Park located at 100 W 121st Street in reference to vehicle damaged due to a falling limb. Upon arrival I spoke with John Tarrant. John stated he parked his vehicle near the base ball fields. He stated he returned to his vehicle a short time later and noticed a large dent on the drivers side above the door. He also noticed a large tree limb in the bed of the truck and small broken pieces of the limb next to his truck. He advised the dent was not there before he arrived at the park.

I observed a tree limb in the bed of his truck, a dent on the roof above the drivers door, and broken pieces that appeared to have came from the same limb in the bed of the truck.

This is a information report only.

RECEIVED SEP 19 2011





RECEIVED SEP 19 2014

RECEIVED SEP 19 2014





RECEIVED SEP 19 2014











Date: 9/12/2014 12:53 PM
Estimate ID:
Estimate Version: u
Preliminary
Profile ID: Mitchell

Hourglass Collision Repair Center, Inc.

2615 S Harvard Ave, Tulsa, OK 74114
(918) 745-8900
Fax: (918) 745-8901

Damage Assessed By: CHRIS MERRIOTT
Classification: Drive-In

RECEIVED SEP 19 2014

Deductible: UNKNOWN

Owner: JOHN TARRANT
Address:
Telephone: work Phone:

Home Phone: (918)

Mitchell Service: 915495

Description: 2002 GMC Pickup Sierra C1500 SL
Body Style: 4D PkUpXCb 6' Bed 143" WB
VIN: 2GT

Drive Train: 4.8L Inj 8 Cyl 2WD

OEM/ALT: ✓

Search Code: None

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER STEERING, MANUAL AIR CONDITION
TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS., CHROME WHEELS, FRONT AIR DAM
TINTED GLASS, ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS
AM/FM STEREO CD, FRONT SPLIT BENCH SEAT, POWER DISC BRAKES

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Cab</u>							
1	501091	REF	REFINISH	L Door Opening Panel Complete			C 3.0
2	502853	BDY	REMOVE/REPLACE	Cab Roof Panel	15910691 GM PART	484.10	15.0
3		REF	REFINISH	Cab Roof Panel			C 3.3
4		REF	REFINISH	Roof Edge			C 1.4
5	505845	BDY	REMOVE/INSTALL	L Rocker Cladding			0.2
6	505847	BDY	REMOVE/INSTALL	L Rocker Moulding			0.2
7	502046	BDY	REMOVE/REPLACE	R Cab Roof Moulding (Adhesive)	15045554 GM PART	23.07	0.1
8	501159	BDY	REMOVE/REPLACE	L Cab Roof Moulding (Adhesive)	15761918 GM PART	90.10	0.1
9	501176	BDY	REMOVE/INSTALL	Roof Headliner			INC
<u>Front Door</u>							
10	501256	REF	BLEND	L Frt Door Outside			C 1.0
11	504892	BDY	REMOVE/INSTALL	L Frt Otr Belt Moulding			0.2 #
12	501298	BDY	REMOVE/INSTALL	L Frt Door Mirror			0.3
13	505849	BDY	REMOVE/INSTALL	L Frt Door Cladding			0.4
14	507317	BDY	REMOVE/INSTALL	L Frt Door Air Deflector			0.2
15	502181	BDY	REMOVE/INSTALL	L Frt Door Handle			0.7 #
<u>Rear Door</u>							
16	505518	BDY	REMOVE/REPLACE	L Rear Door Repair Panel	15080154 GM PART	387.42	7.0 #
17		REF	REFINISH	L Rear Door Outside			C 2.0
18		REF	REFINISH	L Rear Add For Jambs			C 0.5
<u>ADDITIONAL OPERATIONS</u>							
19		REF	ADD'L OPR	Clear Coat			3.3
20	933003	REF	ADD'L OPR	Tint Color			1.0*
21		REF	ADD'L OPR	Finish Sand And Buff			3.4
22	933018	REF	ADD'L OPR	Mask For Overspray		10.00 *	0.5*
<u>Additional Costs & Materials</u>							
23			ADD'L COST	Paint/Materials		527.00 *	
24			ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 09/12/2014 12:53:44 8820
Mitchell Data Version: OEM: JUL_14_V

Software Version: 7.1.168

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Page 1 of 3

Date: 9/12/2014 12:53 PM
 Estimate ID: 8820
 Estimate Version: Preliminary
 Profile ID: Mitchell

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary			Amount
Body		24.4	50.00	0.00	0.00	1,220.00	Taxable Parts			984.69
Refinish		19.4	50.00	10.00	0.00	980.00	Sales Tax @ 8.517%			83.87
Non-Taxable Labor						2,200.00	Total Replacement Parts Amount			1,068.56
Labor Summary		43.8				2,200.00				
III. Additional Costs						Amount	IV. Adjustments			Amount
Taxable Costs						527.00	Customer Responsibility			0.00
Sales Tax @ 8.517%						44.88				
Non-Taxable Costs						5.00				
Total Additional Costs						576.88				
Paint Material Method: Rates										
Init Rate = 34.00 , Init Max Hours = 99.9, Addl Rate = 0.00										
						I. Total Labor:	2,200.00			
						II. Total Replacement Parts:	1,068.56			
						III. Total Additional Costs:	576.88			
						Gross Total:	3,845.44			
						IV. Total Adjustments:	0.00			
						Net Total:	3,845.44			

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Insurance Co: CUSTOMER PAY

NOTICE: Due to many unforeseen circumstances in the repairing of automobiles (insurance and/or parts delays, unforeseen damage), we regret that we can only estimate, NOT PROMISE, a completion date. Special ordered parts must be paid for in advance and are subject to a 30% restocking fee.

SHOP POLICY: Repairs are to be paid in full upon delivery of the

ESTIMATE RECALL NUMBER: 09/12/2014 12:53:44 8820
 Mitchell Data Version: OEM: JUL_14_V

Software Version: 7.1.168

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Date: 9/12/2014 12:53 PM
Estimate ID:
Estimate Version: v
Preliminary
Profile ID: Mitchell

vehicle. Please make arrangements to have insurance check, personal check, credit card (Visa, Mastercard), cash, money order, cashier's check, or payment authorization sheet with you at time of delivery. Vehicles will not be released without payment or payment authorization. It is the responsibility of the vehicle owner to insure that the insurance company has sent payment to the repair shop or vehicle owner prior to delivery.

ATTENTION: Vehicle repairs will take approximately _____ working days to complete.

This is after insurance negotiations and the correct undamaged parts have been received.

REMEMBER: The sweetness of low price never equals the bitterness of low quality.

ACCURATE AUTOBODY, INC.
HOME OF THE 44 MINUTE GUARANTEE
5550 SOUTH GARNETT ROAD, TULSA, OK 74146
Phone: (918) 270-0100
FAX: (918) 270-0102

Workfile ID:
Federal ID: 73-1489154

Preliminary Estimate

Customer: TARRANT, JOHN

Job Number:

Written By: Erin Dickerson

Insured: TARRANT, JOHN

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 13 Rollover

Owner:

TARRANT, JOHN

Inspection Location:

ACCURATE AUTOBODY, INC.
5550 SOUTH GARNETT ROAD
TULSA, OK 74146
Repair Facility
(918) 270-0100 Business

Insurance Company:

RECEIVED SEP 19 2014

VEHICLE

Year: 2002	Body Style: 4D SHORT	VIN:	Mileage In:
Make: GMC	Engine: 8-4.8L-FI	License:	Mileage Out:
Model: C1500 4X2 SIERRA EXT	Production Date: 10/2001	State: OK	Vehicle Out:
Color: GRAY Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Message Center

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Cloth Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: TARRANT, JOHN

Job Number:

Vehicle: 2002 GMC C1500 4X2 SIERRA EXT 4D SHORT 8-4.8L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	CAB						
2	*	R&I W'shield header				<u>2.5</u>	
3		Repl Roof panel 4 door	15910691	1	484.10	18.5	3.2
4		Add for Clear Coat					1.3
5		Repl RT Molding roof joint	15045554	1	23.07	Incl.	
6		Repl LT Molding roof joint	15045551	1	25.63	Incl.	
7	*	R&I Center bow 4 door				<u>1.5</u>	
8	*	R&I Rear header				<u>2.5</u>	
9		R&I RT Drip w'strip				Incl.	
10		R&I Headliner graphite				Incl.	
11		R&I LT Drip w'strip				Incl.	
12	REAR DOOR						
13	*	Rpr LT Outer panel				<u>7.5</u>	2.1
14		Overlap Major Adj. Panel					-0.4
15		Add for Clear Coat					0.3
16		R&I LT Weatherstrip				0.4	
17		R&I LT Lower seal				0.3	
18		R&I LT Lower w'strip				0.3	
19	*	R&I LT Body side mldg GMC chrome				<u>0.3</u>	
20		R&I LT Moveable glass GM tinted				1.5	
21		R&I LT Handle, outside				0.4	
22		R&I LT R&I trim panel				0.4	
23	#	Repl Haz. waste fee		1	10.50 X		
24	#	Rpr CLEAN AND RETAPE MOULDING				0.5	
25	#	Repl COVER FOR OVERSPRAY		1	10.00	0.2	
26	#	Repl CORROSION PROTECTION		1	10.00	0.3	
27	**	Repl A/M SEAM SEALER		1	24.50	0.4	
SUBTOTALS					587.80	37.5	6.5

Preliminary Estimate

Customer: TARRANT, JOHN

Job Number:

Vehicle: 2002 GMC C1500 4X2 SIERRA EXT 4D SHORT 8-4.8L-FI GRAY

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				577.30
Body Labor	37.5 hrs	@	\$ 45.00 /hr	1,687.50
Paint Labor	6.5 hrs	@	\$ 45.00 /hr	292.50
Paint Supplies	6.5 hrs	@	\$ 32.00 /hr	208.00
Miscellaneous				10.50
Subtotal				2,775.80
Sales Tax	\$ 785.30	@	8.5170 %	66.88
Grand Total				2,842.68
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				2,842.68

THIS IS ONLY A ESTIMATE AND MAY HAVE OTHER ITEMS NEEDED TO COMPLETE REPAIRS. PRICE SUBJECT TO CHANGE.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: TARRANT, JOHN

Job Number:

Vehicle: 2002 GMC C1500 4X2 SIERRA EXT 4D SHORT 8-4.8L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GH99, CCC Data Date 9/9/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



For municipality's internal use only.

Name: John TARRANT
Address: _____
City, St, Zip: _____
Phone #: _____

TORT CLAIM CHECKLIST

____ First Report Received:

☐ Phone Call

☐ Letter

☒ Other: walk in - 9/19/14

☒ Tort Claim mailed/picked up by Person/Business.

☒ Tort Claim returned, signed by Person/Business.

☒ Amount of claim (if provided): \$ 2842.08 - 3,845.44

☒ Memo and Tort Claim form authorization sent to: Darrell Colbert

☒ Memo and Tort Claim form authorization returned with authorization instructions.

☒ Tort Claim and Documentation to: OMAG - 9/23/14

☒ Tort Claim and all other information pertaining to claim faxed to OMAG Claims.

Other information mailed with claim: Police Report, Estimates of Damage

Two Separate Vendors, Title of vehicle, Pictures of accident
OR Damage, 18 pages

☒ Copy of lawsuit claims delivered to City Attorney.

☒ Acknowledgment from OMAG Claims with name of adjuster: Tiana Wallace 9/24/14

☒ OMAG Claim Number: 139872-TW

☒ Letter from OMAG notifying City if

☐ Claim Paid

☒ Claim Denied

____ Amount: \$ _____

____ File Destroy Date per State Statute: _____

Notes: Claim denied by OMAG, Sent to City

Council vote

City Of Glenpool

Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: November 10th, 2014
Subject: Discussion of the disposition of the old Senior Citizen Bus

Background:

I have been in contact with Patrica Heer with OKDHS, Aging Services concerning the original grant that purchased the bus in 1999 and found out that when the City of Glenpool City Council decides what they want to do with the bus, that we send them a letter of intent, but there is no restriction of disposing the bus.

Bus Info:

- This is a 1999 Ford Goshen 14 passenger van with 55,120 miles.
- The wheelchair lift is broken and has had numerous costly repairs.
- The drive train seems to be in good working order.



MEMORAMDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE: STORMWATER DETENTION EASEMENT
DEDICATED BY: D&G INVESTMENTS, LLC**

DATE: NOVEMBER 3, 2014

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a certain Stormwater Detention Easement, granted by D&G Investments, LLC and dedicated to the City of Glenpool (the Public). The easement in question is illustrated on the attached site plan document which depicts the outer boundary and associated site improvements of the property being developed as Mastercraft Floor Coverings commercial project. This site is located on Lot 2, Block One, Rolling Meadows Apartments Addition that fronts onto 146th Street - west of US Highway 75. The attached easement grant instrument and the accompanying project site plan illustrate the configuration and physical location of the proposed easement. As noted, the proposed easement is located in the southerly portion of the property as illustrated on the site plan previously approved for the project. The purpose of this easement is to facilitate the construction of a private storm water detention facility necessary to mitigate excessive stormwater discharges from the project site. While the proposed stormwater detention facility is privately owned, the dedication of this easement will afford the City access to the area should the private improvements associated with and located within the easement not be maintained properly at some point in the future.

Recommendation:

At this time, Staff is asking Council consideration and approval to accept this Stormwater Detention Easement dedication from D&G Investments for the purposes stated above.

Attachments:

- A. Stormwater Detention Easement
- B. Supporting Documents.

STORM WATER DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, D & G Investments, LLC, (hereafter the "Grantor") in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, does hereby assign, grant and convey to the City of Glenpool, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, (hereafter the "Grantee.") an easement over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

See Attached Exhibit "A" (hereafter the "Detention Area")

with right of ingress and egress upon the same, for the limited and only purpose of maintaining a storm water detention area and appurtenances.

Grantor hereby states that it is the owner of the legal and equitable title to the Detention Area.

Grantor agrees not to build or construct any building, wall or other permanent structure on the Detention Area other than those structures agreed to by city permit.

The Detention Area shall be maintained by the Grantor. Should Grantor fail to maintain the Detention Area or should Grantor build a building, wall or other permanent structure on the Detention Area, Grantee shall have the right to enter the Detention Area and maintain the Detention Area, or remove the building, wall, or other permanent structure and the Grantor, its successors and assigns, shall promptly pay the actual cost thereof, so long as the actual cost is reasonable and equal to a cost charged by private contractors skilled in the labor and trade. Grantee shall only have the right to enter the Detention Area after providing written notice to Grantor which provides Grantor the right to correct its failure to maintain the Detention Area or remove the building, wall or other permanent structure within a reasonable time frame.

In the event that Grantors does not construct the improvements that necessitate the need for the Detention Area for any and all reasons, in the sole discretion of the Grantor, this Easement shall be null and void, subject to notice to and approval by Grantee.

In the event that Grantor removes the improvements that necessitated the need for the Detention Area for any and all reasons, in the sole discretion of the Grantor, this Easement shall be null and void subject to notice to and approval by Grantee.

TO HAVE AND TO HOLD such easement unto the City of Glenpool, its successors, or assigns as aforesaid:

Dated this 23 day of October, 2014.

Owner: D & G Investments, LLC

By: Gary Freeby
Gary Freeby, Manager

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)



Before me, the undersign, a Notary Public, in for the said and County and State on this the 23 day of October, 2014, personally appeared Gary Freeby known to be the identical person who subscribed the name of the maker thereof of the foregoing as its Manager and acknowledge to me that he executed the same as his free will and voluntary act and deed for the uses and purposes there in set forth.

Denise M Peterson
Name: Denise M Peterson
Notary Public

My Commission Expires 6/29/15

ACCEPTED BY:

City of Glenpool
A Municipal Corporation

Date this: _____, day of _____, 2014

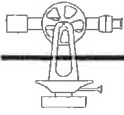
By: _____
Mayor: Momodou Ceesay

ATTEST:

Susan White
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney



WHITE SURVEYING COMPANY

9936 East 55th Place • Tulsa, Oklahoma 74146 • (918) 663-6924 fax (918) 664-8366
mailing address: P.O. Box 471675 Tulsa, Oklahoma 74147-1675

LEGAL DESCRIPTION FOR DETENTION AREA

A PART OF LOT TWO (2), ROLLING MEADOWS APARTMENTS, A SUBDIVISION IN THE SE/4, NE/4, OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE S 78°48'92" W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 135.00 FEET; THENCE N 35°00'00" W A DISTANCE OF 53.00 FEET; THENCE N 87°00'00" W A DISTANCE OF 40.00 FEET; THENCE N 00°00'06" W AND PARALLEL TO THE WEST LINE OF SAID LOT 2 A DISTANCE OF 20.00 FEET; THENCE S 87°00'00" E A DISTANCE OF 57.17'; THENCE S 35°00'00" E A DISTANCE OF 45.80 FEET; THENCE N 78°48'02" E AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 83.39 FEET; THENCE N 40°00'00" E A DISTANCE OF 58.77 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THENCE S 00°09'27" W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

REAL PROPERTY CERTIFICATION

I, Tom A. Haynes of White Surveying Company, a Registered Professional Land Surveyor in the State of Oklahoma, certify that the attached legal description for Detention Area, closes in accord with existing records and the attached drawing is a true representation of the real property as described.

10/30/14
Date




Tom A. Haynes
RPLS No. 1052
White Surveying Company
C.A. No. 1098 Expires
6/30/15



To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: November 10th, 2014
Subject: Discussion of the Glenpool Zoning Code as it relates to Real Estate Signs

Background:

- 8/13/14: During the Glenpool Chamber luncheon there was a discussion pertaining to real estate signs and what kind of signage is allowable per the Glenpool Zoning Code.
- 10/6/14: This item was placed on the agenda for discussion and possible amending the Glenpool Zoning Code as it pertains to 'Open House' real estate signs.
- 10/20/14: This item was placed on the agenda for discussion and possible amending the Glenpool Zoning Code as it pertains to 'Open House' real estate signs.

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

Request to revise section 11-12-21(L)(g) of the Glenpool zoning code.

- 1) A sign permit application and fee is required:
 - a) Yearly permits: \$50.00,
 - b) Semiannual permits: \$25.00.
- 2) Permittee may have a total of five (5) signs per permit at any one time per "Open House".
- 3) All signs under this permit are required to have the name and phone number of the licensed real estate agent who filed for the permit permanently affixed to each sign.
- 4) Types of signs allowed for "Open House" advertising with this permit:
 - a) Entrance signs: (2' x 2' signs and feather signs) are only allowed at the entrance of the subdivision in order to advertise the "Open House" inside that subdivision. The maximum display area per sign is four (4) square feet per side. The hours the signs may be posted are four o'clock (4:00) P.M. Thursday until eight o'clock (8:00) P.M. the immediately following Sunday. A fine of fifty dollars (\$50.00) per sign, per day shall be imposed if the "Entrance Signs" are not removed by 8:00am Monday morning.



- b) Directional signs: (1' x 1') are allowed only on the interior of the subdivision in order to direct the public to the "Open House" for sale. These signs are allowed to remain for the duration of the listing agreement for the "Open House" property. Directional signs may be allowed on private property with the permission of the property owner and in full compliance with the CC&R's of the subdivision, if any. Signs may also be allowed on the city rights of way but shall not impede or negatively affect the line of sight of drivers on public rights of way.
- 5) No paper, cardboard or homemade signs allowed.
- 6) Signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, State Highway 67) or access roads.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell L. Peterson, City Attorney
Date: November 10, 2014
Subject: Discussion of Possible Amendments to Fireworks Ordinance

Background:

The City Manager is authorized by Section 6-3-3(C) of the Glenpool City Code to regulate the dates, hours and conditions under which persons may ignite or otherwise discharge permissible fireworks in the City of Glenpool. Section 6-3-3(C) currently states that permissible fireworks may only be discharged from 3:00 P.M. to 11:00 P.M. on dates approved by the City Manager or his designee and Section 6-3-6 makes it a misdemeanor offense to discharge fireworks between the hours of 11:00 P.M. and 7:00 A.M., thus creating an ambiguity as to whether residents may use or discharge fireworks between the hours of 7:00 A.M. and 3:00 P.M.

In addition, the current Code prohibits setting off fireworks in parks and on highways and streets that are 26 feet or more wide, including arterial and collector streets. It is silent regarding whether persons may or may not discharge fireworks in the streets in front of their homes.

The current Ordinance also makes no mention regarding the use of fireworks that detonate off-site (away from the property of the permit holder), such as bottle rockets.

Finally, the current Code prohibits the discharge of fireworks within 25 feet of "any permanent structure." This could easily have the effect of preventing people from setting off fireworks in their own yards.

Matters for Consideration/Discussion:

Whether it would be more feasible and reasonable to amend Section 6-3-3(C) for the purpose of permitting the discharge of fireworks between the hours of 11:00 A.M. and 11:00 P.M. on the days designated by the City Manager, rather than only between the hours of 3:00 P.M. and 11:00 P.M.

If the Council should choose to amend the permissible hours to 11:00 A.M. – 11:00 P.M., should Section 6-3-6 also be amended to make it a misdemeanor offense to discharge fireworks between the hours of 11:00 P.M. and 11:00 A.M. on dates approved by the City Manager, instead of between 11:00 P.M. and only 7:00 A.M.



Should Section 6-3-6 also be amended to clarify that it is a misdemeanor offense to discharge fireworks at any time on days not designated for that activity by the City Manager.

Whether the Council desires to amend Sections 6-3-3(C) *and* 6-3-6 to prohibit and make it a misdemeanor offense for any person to discharge fireworks that result in a display or detonation beyond the boundaries of the premises owned or lawfully occupied by the permit holder (again, such as bottle rockets). Is that practically enforceable?

Whether the 25-foot limitation should be reduced to a lesser distance; or perhaps only prohibit a permit holder from discharging fireworks within 25 feet of a structure other than his own residence. (Of course, part of the reasoning of the current Ordinance is to prevent people from setting their own house on fire.)

Would it be more advisable to prohibit the discharge of fireworks on all public streets? Or only prohibit the discharge of fireworks on main thoroughfares, as written now, but allow fireworks to be set off on residential streets, provided that the permit holder is responsible for clean-up.

Should we add a provision making it clear that it is an offense to set off fireworks on any date other than as specified by the City Manager?

Other thoughts ...?

RESOLUTION NO. 14-11-01

JOINT RESOLUTION OF THE CITY COUNCIL OF GLENPOOL AND THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY APPROVING IN ITS ENTIRETY, AND AUTHORIZING EXECUTION OF, AN 'AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE BETWEEN CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY'

WHEREAS, certain litigation between the Creek County Rural Water District No. 2 ("Creek-2") and the City of Glenpool and the Glenpool Utility Services Authority (collectively, "Glenpool") was brought in the United States District Court, Northern District of Oklahoma (the "Court") (Case No. 11-cv-441-JHP-FHM, the "Federal Suit") pursuant to a Complaint filed by Creek-2 on the 14th day of July 2011; and

WHEREAS, due to the prospect of a settlement between the Parties, the Court entered an Administrative Closing Order on the 21st day of August 2014; and

WHEREAS, a proposed settlement has been reached between the Parties pursuant to extensive and intensive settlement negotiations conducted from August 1, 2014, through October 13, 2014, under the active supervision of Magistrate Judge T. Lane Wilson, as an attempt by the Parties and Magistrate Wilson to revive negotiations that failed following the Settlement Conference on the 4th day of June 2013, pursuant to the Settlement Conference Order of the Court dated the 26th day of March 2013; and

WHEREAS, Glenpool legal counsel, Creek-2 legal counsel and Magistrate Wilson have reviewed the proposed Agreement of Compromise, Settlement and Release between Creek County Rural Water District No. 2 and the City Of Glenpool and the Glenpool Utility Services Authority (the "Agreement") and have advised the Parties that the Agreement appears to be fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties; and

WHEREAS, Glenpool and Creek-2 desire to resolve this Federal Suit by adoption of the Agreement.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL AND THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY SITTING IN DULY NOTICED REGULAR SESSION THAT:

- § 1. Subject to such stipulations as are further set forth in this Joint Resolution, the Agreement attached hereto and incorporated as Exhibit A, and the terms thereof and all Exhibits attached thereto, are hereby approved and adopted in their entirety and the Mayor of the City of Glenpool and Chairman of the Board of Trustees of the Glenpool Utility Services Authority are hereby authorized to execute the Agreement and to take or direct all such other actions as may be necessary for its full implementation
- § 2. The Parties shall submit to the Court an approved Consent Judgment ("Judgment") in the form attached to the Agreement and incorporated therein as Exhibit 1, which incorporates by reference all of the obligations recited in the foregoing Agreement, to be entered by the Court as a final judgment. The Judgment filed in the Federal Suit shall provide that the Court has found that the obligations recited in the Agreement and adopted in the Judgment are valid and enforceable, and shall retain jurisdiction to resolve any dispute arising out of any alleged breach

of the Agreement or the terms of the Judgment, to include enforcement of any remedy described in the Agreement or in the Judgment. Entry of judgment, as specified herein and in accordance with the findings of a settlement fairness hearing to be conducted by the Court, is a condition precedent to the effectiveness of the Agreement. The date of entry of judgment shall be deemed the Effective Date of the Agreement, provided that all necessary approvals have been obtained, including those set forth in Section 3 of this Joint Resolution.

- § 3. The Agreement shall not become binding and effective until accepted and approved by the Secretary of the USDA/Rural Development and the Oklahoma Water Resources Board, subject to proper notice.
- § 4. Glenpool acknowledges that the Agreement obligates Glenpool to the payment of certain monetary obligations to Creek-2, expressly to include: (i) a single payment in the amount of \$500,000.00 within 90 days following the Effective Date of the Agreement, as defined herein and therein; (ii) four consecutive annual payments of \$125,000.00, to be made on the first four consecutive anniversary dates of the Effective Date of the Agreement; (iii) certain one-time Meter Connection Fees for each new metered connection within the Permissive Area, as defined by the Agreement; and (iv) certain monthly Royalty payments for each Active Water Connection maintained by Glenpool in the Permissive Area, as those terms are defined by the Agreement.
- § 5. Glenpool, acting by its City Council and its Board of Trustees of the Glenpool Utility Services Authority, hereby expressly finds that the expenditures identified in § 4 hereof constitute a legitimate public purpose and hereby resolve that sufficient funds shall be allocated to such purposes in accordance with all statutory and constitutional budgetary requirements. More particularly, Glenpool finds that the single payment of \$500,000.00 recited above shall be funded in part by proceeds from the sale (the "Sale Proceeds") of certain real property previously owned by the Glenpool Industrial Authority. The purchase money funds were secured by a pledge of net revenues from a schedule of rates provided by the Authority's utility operations together with sales tax proceeds pursuant to a three percent (3%) sales tax levy on an annual basis transferred from the City to the Authority pursuant to a certain Security Agreement entered into between the City and the Authority in connection with \$6,000,000 The Glenpool Utility Services Authority Revenue Bonds, Taxable Series 2008A. Glenpool hereby, and in reliance upon municipal bond counsel, expressly finds that application of the Sale Proceeds for the foregoing purpose is a general public purpose and a purpose for the benefit of the Authority's continued utility operations.
- § 6. This Joint Resolution shall take effect immediately upon its adoption and approval by the City Council and the Board of Trustees of the Glenpool Utility Services Authority.
- § 7. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Joint Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Joint Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 10th day of November 2014.

FOR THE CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

PASSED AND APPROVED by the Board of Trustees of the Glenpool Utility Services Authority this 10th day of November 2014.

FOR THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY

Momodou Ceesay, Mayor

FOR THE GLENPOOL UTILITY SERVICES AUTHORITY

Momodou Ceesay, Chair

ATTEST:

Susan White, Trust Secretary

APPROVED AS TO FORM:

Lowell Peterson, Trust Attorney

AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Agreement") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, certain disputes and differences have heretofore arisen between the Parties; and

WHEREAS, it is the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands, and causes of action heretofore or hereafter held by any Party hereto against any other Party hereto, arising out of, connected with or incidental to dealings between the Parties prior to the Effective Date hereof, and including but not limited to the federal litigation described herein and dismissed/released hereby, and

WHEREAS, the Parties agree that the terms of this Agreement shall be incorporated into a judgment entered by the U.S. District Court for the Northern District of Oklahoma ("District Court"), rendering the respective obligations of the Parties recited in this Agreement, obligations under federal law, namely 7 U.S.C. § 1926(b) and 42 U.S.C. § 1983 *et seq.*, and obligations pursuant to a judgment, enforceable in the same manner as a federal judgment may be enforced. The Parties, waive all rights of appeal and all rights to challenge collaterally the judgment on any grounds, once entered by the District Court.

NOW, THEREFORE, in consideration of the Parties' entering into this Agreement, the Parties do hereby acknowledge and expressly agree as follows:

1. Release of Glenpool by Creek-2. Creek-2, its officers, agents, employees, directors, parent corporations, subsidiaries, affiliates, shareholders, limited partners, predecessors, successors, assigns, representatives, attorneys, heirs, executors, administrators and any and all persons or entities claiming by or through them, each irrevocably and unconditionally release, remit, forever discharge, release and covenant not to sue Glenpool, and each or any of its officers, agents, employees, directors, parent corporations, subsidiaries, affiliates, shareholders, limited partners, predecessors, successors, assigns, representatives, attorneys, heirs, executors, administrators and any and all persons and/or entities acting by, through or in concert with them with respect to any and all claims, actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Creek-2 has, owns, holds, claims to have, claims to own or claims to hold at any time heretofore against Glenpool; EXCEPT that nothing herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of this Agreement; and Creek-2 specifically retains the right to assert 7 U.S.C. § 1926(b) protection as to any property within the Creek-2 Territory as defined by this Agreement.

2. Release of Creek-2 by Glenpool. Glenpool, its officers, agents, employees, directors, parent corporations, subsidiaries, affiliates, shareholders, limited partners, predecessors, successors, assigns, representatives, attorneys, heirs, executors, administrators and any and all persons

or entities claiming by or through them, each irrevocably and unconditionally release, remit, forever discharge, release and covenant not to sue Creek-2 and each or any of its officers, agents, employees, directors, parent corporations, subsidiaries, affiliates, shareholders, limited partners, predecessors, successors, assigns, representatives, attorneys, heirs, executors, administrators and any and all persons and/or entities acting by, through or in concert with them with respect to any and all claims, actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Glenpool has, owns, holds, claims to have, claims to own or claims to hold at any time heretofore against Creek-2; EXCEPT that nothing herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of this Agreement.

3. Effect and Scope of Releases.

- (a) The Parties acknowledge that by reason of the releases contained herein, they expressly assume the risk of unknown and unanticipated claims against one another concerning the matters so released, and agree that such releases apply to such unknown and unanticipated claims. In connection therewith, the Parties expressly waive the benefits of any statute or law with respect to unknown and unanticipated claims concerning the matters released herein.
- (b) This Agreement pertains to disputed claims and is the result of compromise. As such, and notwithstanding any prior court rulings, findings or arguments, it does not constitute and shall not be deemed as an admission of liability by any Party to this Agreement.
- (c) Each Party to this Agreement shall bear all its own costs and attorneys' fees.
- (d) In executing this Agreement, the Parties have had the independent advice and counsel of their respective attorneys, and each has executed this Agreement without fraud, duress or undue influence.

4. Federal District Court and Oklahoma Appellate Court Litigation.

The Parties shall submit to the District Court an approved judgment which includes all of the obligations recited in this Agreement, to be entered by the District Court as a judgment, in the following described federal legal action (in the form of the judgment attached hereto as Exhibit 1):

Rural Water District No. 2, Creek County, Oklahoma v. City of Glenpool and the Glenpool Utility Services Authority, U.S. District Court for the Northern District of Oklahoma, Case No. 11-CV-441-JHP-FHM; ("Federal Suit")

The Parties agree that the judgment entered by the District Court shall render and determine the respective obligations of the Parties recited in this Agreement and that those obligations are obligations under federal law, and in particular, that Glenpool's obligation to pay, is an obligation arising from 7 U.S.C. § 1926(b) and 42 U.S.C. § 1983 et seq., and that all obligations recited in the judgment, are fully enforceable as a federal judgment and may be enforced through any available proceedings in federal court. The Parties waive all rights of appeal and/or all rights to challenge collaterally the judgment on any grounds, in any court in any jurisdiction. The Parties warrant and agree that neither Party shall pursue any appeal of the judgment entered by the District Court, nor file any action in any Court, state, federal or otherwise, seeking to void, vacate, invalidate, or otherwise challenge the legality

or enforceability of the Agreement and Judgment, nor shall either Party directly or indirectly, encourage or support an effort or attempt by any third person or entity which may attempt to challenge the validity or enforceability of the Agreement or the Judgment. The Parties warrant to each other that they shall zealously resist and defend against any action or proceeding brought by a third person or entity which attempts to challenge, vacate, void, invalidate or render unenforceable, this Agreement and/or the judgment. If any third person or entity successfully causes the judgment entered by the District Court to be vacated and/or rendered unenforceable, then the provisions of Section 19 concerning severability, shall apply.

The judgment filed in the Federal Suit shall further provide that the District Court shall find that the obligations recited in this Agreement and adopted in the judgment are valid and enforceable, and shall retain jurisdiction to resolve any dispute arising out of this Agreement or the breach of the terms of the judgment, to include inter alia the enforcement of any remedy described in this Agreement and in the judgment.

Entry of judgment as specified herein, is a condition precedent to the effectiveness of this Agreement. In the event that judgment is not entered as contemplated by this Agreement, then in that event the Parties shall be returned to their respective positions as they existed as of the date this Agreement was executed, without prejudice of any nature, and the Parties shall be entitled to pursue their respective claims, defenses and remedies, as if this Agreement had never been entered into and the federal suit shall resume.

Creek-2 shall withdraw its pending Petition for Certiorari of the Oklahoma Court of Civil Appeals opinion rendered in Glenpool's appeal of the decision of the Tulsa County District Court granting Creek-2's Motion for Sanctions and Motion for Attorneys' Fees and Costs in the dismissed case City of Glenpool and the Glenpool Utility Services Authority v. Creek County Rural Water District No. 2, Tulsa County District Court, Case No. CJ-2011-06956 (Appeal No. DF-111820), *provided that* Glenpool shall never seek recovery of attorneys' fees or costs, whether as reimbursement for sums previously paid or as fees and costs incurred by bringing said appeal. The Parties shall do nothing to oppose issuance of the mandate by the Oklahoma Supreme Court. The withdrawal of the Petition for Certiorari referenced in this Section shall be filed within ten days following receipt by Creek-2 of the first payment described in Section 6(a) of this Agreement (\$500,000.00).

The Parties hereby warrant and represent to each other that they are the owners and holders of all claims asserted in the above referenced civil actions and that there has been no assignment, encumbrance, hypothecation or other complete or partial transfer of all or part of any interest in any claim, right, act, damage, demand, debt, liability, reckoning, obligations, costs, right of action, claim for relief or cause of action released by this Agreement and further warrant and represent to each other that they are legally authorized and entitled to settle and release every claim, right, act, damages, debt, demand, liability, note, accounting, reckoning, obligation, cost, right of action, claim for relief, cause of action or judgment referred to in, and released by, this Agreement, and to give a valid, full and final acquittance therefore.

5. Definitions. For purposes of this Agreement only, and unless expressly defined otherwise in the context of any provision of this Agreement, the following terms shall have the following designated meanings:

"Creek-2 Territory" shall mean and shall consist of all land situated outside the boundary described as the Glenpool Fenceline on the attached Exhibit 2 (the "Glenpool Fenceline Map") as defined herein,

and which is within land originally incorporated into the boundaries of Creek-2 by the Creek County Commissioners ("Commissioners") and land which has been or will be in the future, annexed into the boundaries of Creek-2 by the Commissioners and which is outside the Glenpool Territory.

"Glenpool Fenceline" shall mean the outermost perimeter of land annexed by Glenpool that establishes the furthest boundaries of Glenpool as of March 2, 2012. To the extent that the Glenpool Fenceline, as physically annexed, may vary from that depicted on the attached Exhibit 2, the attached Exhibit 2 shall control. [The bold red line on Exhibit 2 depicts the entire Glenpool Fenceline. In the event of any uncertainty associated with the position of the Glenpool Fenceline as depicted on the attached Exhibit 2, where the Glenpool Fenceline appears to coincide with a street or road, the Glenpool Fenceline shall be deemed to extend to the center of the dedicated right of way of the street or road. For example, but not by way of limitation, Exhibit 2 reflects that a portion of the Glenpool Fenceline appears to coincide with 33rd West Avenue. As such, said Glenpool Fenceline shall be deemed to extend to the center of the right of way for 33rd West Avenue but not west of the center of the right of way for 33rd West Avenue.] The Parties acknowledge and agree that the Glenpool Fenceline encircles/encloses an area which is depicted on the attached Exhibit 2 and which shall be referred to and is defined below as the "Glenpool Territory."

"Glenpool Territory" shall mean and shall consist, in its entirety and solely, of the entire "Released Area" (as defined below) together with the entire "Permissive Area" (as defined below), and both as described on Exhibit 2. To the extent that Glenpool Territory may vary from that depicted on the attached Exhibit 2, the attached Exhibit 2 shall control. In other words, the Glenpool Territory is defined as all areas of land situated within the boundaries of the Glenpool Fenceline (as defined above), whether within or outside the city limits of the City.

"Released Area" shall mean and shall consist of all land areas within the boundaries of the City as established by resolution of incorporation on May 5, 1979, together with all annexations that have accrued through March 2, 2012, irrespective of any dispute released by this Agreement with respect to the validity of any such annexations.

"Permissive Area" shall mean and shall consist of all areas of land that satisfy both of the following two criteria:

- (1) land that is within the Glenpool Territory; but
- (2) is not within the Released Area.

In other words, the Permissive Area consists of the Glenpool Territory, less and except the Released Area.

"Meter Connection Fee" shall mean the one-time fee to be paid by Glenpool to Creek-2 with respect to the installation/connection by Glenpool of new water meter connections within the Permissive Area as further provided in Section 6(c) of this Agreement. Such fee shall be paid on all original and subsequent water connections serving a property in the Permissive Area except for those connections that permanently replace an existing Glenpool connection. If a Creek-2 water customer situated in the Permissive Area, transitions from receiving water service from Creek-2 to receiving water service from Glenpool, the Meter Connection Fee shall be applicable to such transitioning customer and paid in the Glenpool Utility Billing Cycle, in which the transition occurs. The Parties anticipate that one or more

water customers may own property where the property (discrete lot or tract) consists of land partially within the Permissive Area and partially within the Released Area ("Over-Lap Property"). Relative to the Meter Connection Fee for a Glenpool water connection serving an Over-Lap Property, the Parties agree that the Meter Connection Fee provided for in this Agreement, shall be calculated on a pro-rata/percentage basis. For example, if 60% of the Over-Lap Property is within the Permissive Area and 40% is within the Released Area, then Glenpool shall only pay 60% of the Meter Connection Fee that would otherwise be due if the property was entirely within the Permissive Area.

"Royalty" shall mean the monthly fee to be paid by Glenpool to Creek-2 with respect to water service delivered by Glenpool within the Permissive Area for each Active Water Connection maintained by Glenpool (or maintained by any agent, assignee, successor in interest or contractor for Glenpool), as the term Active Water Connection is defined below, as further provided in Section 6(d) of this Agreement. Such Royalty payment shall be made by Glenpool regardless of whether or not it is billed and collected from the customer. If a Creek-2 water customer situated in the Permissive Area, transitions from receiving water service from Creek-2 to receiving water service from Glenpool, the Royalty shall also be applicable to such transitioning customers, and the obligation to make monthly Royalty payments shall commence in the Glenpool Utility Billing Cycle, in which the transition occurs. The parties anticipate that one or more water customers may own property where the property (discrete lot or tract) consists of land partially within the Permissive Area and partially within the Released Area ("Over-Lap Property"). Relative to the Royalty to be paid by Glenpool for a Glenpool water connection serving an Over-Lap Property, the Parties agree that the Royalty provided for in this Agreement, shall be calculated on a pro-rata/percentage basis. For example, if 60% of the Over-Lap Property is within the Permissive Area and 40% is within the Released Area, then Glenpool shall only pay 60% of the Royalty that would otherwise be due if the property was entirely within the Permissive Area.

"Over-Lap Property" shall mean any property which (i) is receiving water delivery service from Glenpool; and (ii) is situated such that a portion of the property lies within the Permissive Area and a portion of the property lies within the Released Area. Glenpool's obligation to make Meter Connection Fee and Royalty payments shall be determined as equivalent to the proportion that the portion of the property lying within the Permissive Area bears to the entire property.

"Active Water Connection," when used in reference to any water connection for which a Royalty is owed by Glenpool to Creek-2, shall mean a water connection for which there is a measurable flow of water through such water connection at any time during the course of a Glenpool Utility Billing Cycle. Connections, and only those connections, that have no measurable flow for an entire Glenpool Utility Billing Cycle shall be deemed "Non-Active Water Connections" and therefore no fee would be due or paid for such Non-Active Water Connections for such applicable Glenpool Utility Billing Cycle, *i.e.*, Glenpool Utility Billing Cycle in which no measurable flow of water occurred.

"Non-Active Water Connection," when used in reference to any water connection for which a Royalty is *not* owed by Glenpool to Creek-2 for a given Glenpool Utility Billing Cycle, shall mean a water connection for which there is *no* measurable flow of water through such water connection at any time during the course of a Glenpool Utility Billing Cycle. Non-Active Water Connections may include water customer accounts as to which water service has been permanently terminated due to abandonment or demolition of the premises or as to which water service has been temporarily

suspended for such circumstances as non-payment of a billing invoice or extended absence of the property's inhabitants.

"Glenpool Utility Billing Cycle," for all purposes related to this Agreement, shall mean the dates of service delivery extending from the 15th day of any given calendar month through the 14th day of the immediately following calendar month. In the event that either of the 14th or 15th day of any given calendar month shall fall on a weekend or holiday observed by Glenpool, such date will refer to the immediately preceding business day or the following business day in the event that the following business day is closer in time than the preceding business day. In the event that the Glenpool Utility Billing Cycle is changed at any time during the Term of this Agreement, Glenpool shall promptly notify Creek-2 of the change and make such adjustments in payments due under this Agreement as correspond to such change. The Glenpool Utility Billing Cycle, if changed, shall remain approximately 30 days subject to the weekend or holiday adjustments referenced above.

"Creek-2 Billing Cycle," for all purposes related to this Agreement shall mean the following procedure: Creek-2 prepares and mails bills with the intent that the bills will be received by the customer by the 1st day of each month. Payment is due no later than the 16th of the same month. If the 16th occurs on a Saturday or Sunday payment must be received in the Creek-2 office on the Friday before or in the Creek-2 drop-box over the weekend to avoid late charges. Creek-2, in special circumstances (e.g., leaks, leak balances or for any other reason in Creek-2's sole discretion) may establish a payment plan with particular customers. In the event that the Creek-2 Billing Cycle is changed at any time during the Term of this Agreement, Creek-2 shall promptly notify Glenpool of the change and make such adjustments in payments due under this Agreement as correspond to such change. The Creek-2 Billing Cycle, if changed, shall remain approximately 30 days.

"Shared Utility Customers" refers to any Creek-2 water customers situated anywhere in Glenpool Territory, irrespective of whether they are within the Released Area or the Permissive Area who elect to subscribe to Glenpool wastewater collection services and also elect to subscribe to water service through Creek-2.

"Base-Line Customer Count" refers to the exchange of information regarding the number, service provider and location of all categories of Glenpool and Creek-2 Active Water Connections and Non-Active Water Connections within Glenpool Territory that are subject to the terms and conditions of this Agreement as further described in Section 7, as committed to a separate written instrument to be executed in final form by duly authorized representatives of the Parties and to be attached hereto and incorporated herein as Exhibit 3 prior to execution of this Agreement.

"Execution Date" shall mean the date upon which the respective governing bodies of the Parties have all given formal approval of this Agreement in its final form by whatever statutory or other applicable procedural requirement *and* this Agreement has been signed by all duly authorized representatives necessary for this Agreement to be recognized as a lawfully binding contract.

"Effective Date" shall mean that date upon which all of the following conditions of final acceptance and approval have been met:

- (1) Statutory and any other applicable procedural requirements for final approval of this Agreement by the respective governing bodies of Creek-2 and Glenpool;

- (2) The Agreement has been executed by duly authorized representatives of the Parties;
- (3) Creek-2 has sought and obtained approval of the Oklahoma Water Resources Board ("OWRB") and USDA/Rural Development ("USDA") or at a minimum a written acknowledgement issued by OWRB and USDA that they have no objection and no opposition to the Parties entering into this Agreement;
- (4) Creek-2 has provided notice to Glenpool in accordance with the notice provisions of Section 27 of this Agreement, and Glenpool has acknowledged receipt of such notice, that the foregoing approvals in subsection (3) above have been obtained; and
- (5) The District Court has entered final judgment in the Federal Suit, incorporating this Agreement as provided by Section 4.

"Auditable Period" shall mean successive 12-month periods, commencing on February 1, 2015.

"Term" shall mean a fixed period of exactly 37 years following the Effective Date.

"CPI-U" shall mean the Consumer Price Index (CPI-U, All City Average) issued by the United States Department of Labor, Bureau of Labor Statistics. Specifically, the CPI-U 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 in January of each year.

The Parties shall utilize the percentage reported in the December "Percent Change from Previous" column of the "Historical Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items" table from the most recent prior December CPI Detailed Report issued by the United States Department of Labor, Bureau of Labor Statistics, generally Table 24. Such percentage is generally calculated by subtracting the December CPI-U of the second immediate past calendar year from the December CPI-U of the immediate past calendar year and dividing the difference by the December CPI-U from the second immediate past calendar year, the quotient of which is multiplied by 100.

The methodology for that calculation is illustrated by, and shall be consistent with, the following methodology published by the Bureau of Labor Statistics.

The calculation below shows the over-the year change from December 2006 to December 2007 for the 1982-84=100 reference base. The percent change is rounded:

Reference Base	1982-84=100
December 2007	210.036
December 2006	201.8
Index point change	8.236
Divided by the earlier index	8.236 /201.8

Equals	0.04081
Multiplied by 100	4.081
Equals percent change	4.1

(An example of Table 24, showing the December percentage change from December 2012 to December 2013, is attached as Exhibit 4.)

"Payment Adjustment Date" shall mean the first day of the Glenpool Utility Billing Cycle that begins in February of each calendar year, beginning with the Glenpool Utility Billing Cycle in February 2016.

"Performance Surety" shall mean a company that writes bid, payment, defect or maintenance, or certified performance bonds in its normal course of business, has at least an A+ rating by AM Best or similar ratings service and is licensed to do surety business in the State of Oklahoma.

"Performance Security" shall mean a certified, irrevocable and non-expiring performance/payment bond issued by the Performance Surety, as defined herein, in accordance with the provisions of Section 6 (except Section 6(a)) and 14(c) of this Agreement.

"Reserved Creek-2 Water Customers" shall mean all Creek-2 water customers or connections that are situated/physically located in the Released Area, and to which Glenpool does not currently provide water service, both existing as of the Effective Date and added by Creek-2 after the Effective Date in the Released Area, which said Creek-2 customers or connections shall be retained as permanent water customers or connections of Creek-2 into perpetuity. In other words, notwithstanding any provision in this Agreement to the contrary, Glenpool agrees that it is the expectation and intention of the Parties that such Reserved Creek-2 Water Customers shall receive water service exclusively from Creek-2 regardless of any subsequent change of ownership to the land and shall remain Creek-2 water customers into perpetuity. The number and location of all Reserved Creek-2 Water Customers as of the Effective Date shall be identified on the Base-Line Customer Count, as defined herein and attached hereto as Exhibit 3.

6. Payments by Glenpool to Creek-2. Glenpool shall pay to Creek-2, as complete satisfaction of all monetary consideration for execution of this Agreement and in exchange for the consideration of Creek's license/permission granted to Glenpool for Glenpool's delivery of water service in Glenpool Territory, as follows:

- (a) One-Time Payment of \$500,000.00. Glenpool shall make a single, one-time payment of \$500,000.00 to Creek-2 within 90 days of the Effective Date, as defined above. If said payment is not received by Creek-2 in good and usable funds within said 90 days from the Effective Date, this Agreement shall become null and void *ab initio* and the Parties shall revert to the legal positions that prevailed between the Parties prior to the settlement conference conducted on August 20, 2014, acknowledging that those positions were in dispute.
- (b) Four Consecutive Payments of \$125,000.00 Each. Glenpool shall make four annual payments of \$125,000.00 each to Creek-2, the first of which shall be due on or before the one year anniversary of the Effective Date of this Agreement. Each subsequent annual payment shall be due on or before the anniversary of the Effective Date for that year.

- (c) Meter Connection Fees. Glenpool shall pay to Creek-2 a one-time Meter Connection Fee for each new metered connection added by Glenpool (or added by any agent, assignee, successor in interest or contractor for Glenpool) on and after the Effective Date within the Permissive Area, in the initial amount of \$800.00 per connection for connections less than one-inch (1") in diameter, and in the initial amount of \$1,200.00 per connection for connections that are one-inch (1") or larger in diameter. No Meter Connection Fee shall ever be due to Creek-2 for Glenpool water customers situated in the Released Area, whether before or after the Effective Date.

The foregoing Meter Connection Fee shall be paid monthly no later than the 10th business day following the close of each Glenpool Utility Billing Cycle throughout the Term of the Agreement for meters connected during the immediately preceding calendar month. Glenpool shall, together with each aggregate one-time Meter Connection Fee payment, provide a monthly accounting for each new connection made in the applicable month that documents the physical location of each new connection, the date on which the connection was completed, and the date on which service commenced through said connection.

The Meter Connection Fee shall be adjusted annually by the CPI-U, starting with the Payment Adjustment Date in February 2016. The maximum annual adjustment of the Meter Connection Fee shall be limited to the lesser of 4% or the actual CPI-U. If the CPI-U in any year falls below 0%, the Meter Connection Fee shall remain the same as the prior year.

This Meter Connection Fee payment obligation shall continue for the Term of this Agreement.

- (d) Royalty. Glenpool shall pay to Creek-2 a monthly Royalty for each Active Water Connection maintained by Glenpool (or maintained by any agent, assignee, successor in interest or contractor for Glenpool) within the Permissive Area (*i.e.*, existing Active Water Connections maintained by Glenpool as of the Effective Date, within the Permissive Area, and Active Water Connections added and maintained after the Effective Date, within the Permissive Area), commencing with the first Glenpool Utility Billing Cycle beginning after the Effective Date of this Agreement, in the initial amount of \$7.75 per month for each such connection. No Royalty shall ever be due to Creek-2 for Glenpool water customers situated in the Released Area, whether before or after the Effective Date.

The monthly Royalty shall be adjusted annually, throughout the Term of this Agreement, by the CPI-U, starting with the Payment Adjustment Date in February 2016. The maximum annual adjustment of the Royalty shall be limited to the lesser of 5% or the actual CPI-U. If the CPI-U in any year falls below 0%, the Royalty shall remain the same as the prior year.

Glenpool shall pay the monthly Royalty above monthly no later than the 10th business day following the close of each Glenpool Utility Billing Cycle throughout the Term of the Agreement as provided for above. (If the payment is made via the U.S. Mail, the payment must be postmarked on or before the 10th business day following the close of the Glenpool Utility Cycle.) Glenpool shall, together with said monthly Royalty payment, provide a monthly accounting for each and all connections in the Permissive

Area and the associated measurable flow of water (and absence of any measurable flow of water with respect to Non-Active Water Connections) as to each connection occurring in the applicable month which documents the physical location of the connection and the amount of flow (or the lack thereof) which shall be recorded by Glenpool in Glenpool's billing records or other records maintained by Glenpool.

Glenpool shall make all applicable Royalty payments to Creek-2 without regard to whether Glenpool does or does not recover any corresponding amounts from customers receiving Glenpool water delivery service in the Permissive Area.

This monthly Royalty payment obligation shall continue for the Term of this Agreement.

- (e) Performance Security. Glenpool agrees to obtain the issuance of a Performance Security issued by a Performance Surety, as defined herein, naming Creek-2 as the sole beneficiary/payee/obligee. Relative to the four \$125,000.00 anniversary payments, the Performance Security must identify \$500,000.00 as the beginning amount, subject to decline with each \$125,000.00 payment made to Creek-2 in accordance with this Section. Relative to the Meter Connection Fee and Royalty, the Performance Security shall be as specified in Section 14(c).

The condition of drawing upon or making a claim against such Performance Security (applicable to the four \$125,000.00 anniversary payments) shall be that, should Glenpool fail to pay all or any part of any one of the four \$125,000.00 anniversary payments described in subsection 6(b) within 30 days following the date due, then in that event, the Performance Surety shall be liable/responsible to pay, under the terms of the Performance Security, to Creek-2 any sum for which Glenpool has failed to pay Creek-2, such liability/responsibility not to exceed the aggregate amount of the Performance Security. This Agreement is contingent upon Glenpool's submitting a form of Performance Security issued by the Performance Surety in a form to be approved by Creek-2 within 20 days after approval of this Agreement by the governing bodies of both Parties, such approval not to be unreasonably withheld, and upon the Performance Security's taking effect no later than the Effective Date. Glenpool shall maintain, without interruption, said Performance Security for each of the first four years of the Term of the Agreement. The Performance Security covering the first year of the Agreement (from the Effective Date for one year) shall be in the amount of \$500,000.00. The amount of the Performance Security shall be reduced every year thereafter, to reflect each progressive \$125,000.00 amount paid by Glenpool in the previous year. Not less than 10 days prior to each of the first four anniversaries of the Effective Date of this Agreement, upon request by Creek-2, Glenpool shall provide documentation to Creek-2 showing that such compliant Performance Security is in full force and effect and shall remain in full force and effect for the entire succeeding year.

The condition of drawing upon such Performance Security (applicable to the Meter Connection Fee and the Royalty) are set forth in Section 14.

- (f) The payment obligations described in this Section 6 shall be paid during the Term of the Agreement, regardless of whether Creek-2 remains federally indebted and regardless of whether Creek-2 is entitled to 7 U.S.C. § 1926(b) protection during the Term.

- (g) The Parties shall develop and agree upon a template reporting form which facilitates reporting of the payments required by subsections (c) and (d) of this Section 6 and Section 8 attached hereto and incorporated herein as Exhibit 5.

7. Base-Line Customer Count. The Parties shall exchange information and they shall agree by separate written instrument executed by duly authorized representatives of the Parties as to the initial total number, location and category of existing Active Water Connections and Non-Active Water Connections within Glenpool Territory for purposes of this Agreement. Such separate written instrument shall be attached hereto and incorporated herein as Exhibit 3. The purpose and effect of establishing this Base-Line Customer Count shall be to conclusively identify (subject to the audit provision stated below in (d)) and distinguish among:

- (a) Glenpool Meters, if any, existing and operating within the Permissive Area on the Effective Date, as to which a Meter Connection Fee and Royalty shall be due. If the Base-Line Customer Count of existing meter connections in all of Glenpool Territory discloses one or more meter connections within the Permissive Area, such meter connections shall for all purposes (including the payment of a one-time Meter Connection Fee and on-going monthly Royalty payments) be treated as new meter connections established in the Permissive Area after the Effective Date. Any claims of Creek-2 against Glenpool that may or may not have existed for providing water delivery service to customers outside the Released Area prior to the Effective Date shall be deemed released within the scope of Section 1 of this Agreement.
- (b) Glenpool meters existing and operating within the Released Area on the Effective Date, as to which no Meter Connection Fee or Royalty shall ever be due.
- (c) Creek-2 meters existing and operating within the Permissive Area on the Effective Date, as to which a Meter Connection Fee and Royalty shall be due only in the event that one or more corresponding Creek-2 customers (or successor owner(s) of the property served by the water meter/connection) transition from previously receiving water service from Creek-2 to receiving water service from Glenpool, *provided that* Creek-2 customers electing to transition from Creek-2 to Glenpool in the Permissive Area shall (i) produce a written release from Creek-2 in favor of Glenpool that releases Glenpool of all claims by Creek-2 that could arise from such transition as a condition to Glenpool providing such transition customers water service, (ii) provide to Creek-2 an agreement signed by Glenpool that such customer shall be treated as if the customer were a Permissive Area customer and Glenpool agrees to pay Creek-2 the Meter Connection Fee and monthly Royalty fee associated with each such transitioning customer, and (iii) provide a release to Creek-2, signed by the transitioning customer, releasing Creek-2 from any claims of/by the customer (known or unknown) whatsoever, including but not limited to any claim that the customer is entitled to a refund or return of sums paid for the customer's Benefit Unit. The Parties agree that neither Creek-2 nor Glenpool shall have any responsibility to refund to any transitioning customer, the Benefit Unit fee paid by the customer or any predecessor customer. Glenpool, Creek-2 and each applicable transitioning customer shall agree, (in the event of a transition), that Creek-2 shall retain its lines, meters and other infrastructure, including easement rights held by Creek-2, as Creek-2's sole and exclusive property and that the cost of any transition shall be the sole obligation of Glenpool and the transitioning customer, and none of such cost shall be the obligation of

Creek-2. As a further condition to transition, the transitioning customer shall agree to pay, and shall pay, all reasonable costs incurred by Creek-2 associated with removing the Creek-2 meter and related infrastructure associated with water service for said transitioning customer. The form of an Agreement of Transition of Water Service from Creek-2 to Glenpool that meets the requirements of this subsection (c) is attached hereto and incorporated herein as Exhibit 8.

- (d) The Parties agree that the Base-Line Customer Count shall be a subject of the audit to be conducted by the independent auditor at the end of the first Auditable Period. In the event the independent auditor determines that the Base-Line Customer Count is in error and that the correct count is different than that specified in Exhibit 3, the auditor's determination shall control and Exhibit 3 shall be corrected to coincide with the findings of the auditor. In the event the independent auditor determines that the Base-Line Customer Count is correct or, if incorrect, has been properly corrected, the resulting Base-Line Customer Count shall be binding on the parties.
- (e) All Reserved Creek-2 Water Customers existing and operating within the Released Area on the Effective Date, and added thereafter, as to which the Parties agree that such customers shall remain Creek-2 water customers into perpetuity, subject only to the reservation that, in the event Creek-2 permanently releases any such Reserved Creek-2 Water Customers, for whatever lawful reason, the Parties shall negotiate the terms and conditions of such a transition by separate agreement prior to the commencement of water service by Glenpool for that customer.

The Parties shall provide sufficient documentation from their respective records, including any computerized billing records and any other records that either Party may reasonably require, to enable the Parties to confirm/verify the Base-Line Customer Count.

In the event the Parties are unable to agree on the Base-Line Customer Count, then such Base-Line Customer Count shall be determined and set by a designee of the District Court retaining jurisdiction over and entering judgment on this Agreement.

Each new/added meter connection in the category described by subsection (a) (Glenpool customers in the Permissive Area) is subject to this Agreement regarding the new Meter Connection Fee, the monthly Royalty, and the CPI-U adjustments for each as provided herein.

Each new/added meter connection in the category described by subsection (b) (Glenpool customers in the Released Area) is not, and never shall be, subject to either of the Meter Connection Fee or the Royalty payment.

Each new/added meter connection in the category described by subsection (c) (Creek-2 customers in the Permissive Area who may transition from receiving water service from Creek-2 to receiving water service from Glenpool) is also subject to this Agreement regarding the new Meter Connection Fee, the monthly Royalty, and the CPI-U adjustments for each, as provided herein.

Each new/added meter connection in the category described by subsection (d) (Reserved Creek-2 Water Customers in the Released Area) shall not be permitted to transition from receiving water service from Creek-2 to receiving water service from Glenpool, except

as expressly provided in this Agreement subject to a separate agreement, and therefore are not subject to this Agreement regarding the new Meter Connection Fee, the monthly Royalty, and the CPI-U adjustments for each.

8. Shared Utility Customers. The Parties agree that Creek-2 shall bill and collect for Glenpool wastewater collection services provided to Glenpool wastewater collection customers who also receive domestic water service from Creek-2 in the Permissive Area or Released Area, provided that, (a) those customers are within the annexed boundaries of the City of Glenpool; (b) that all federal, state and local laws, regulations, policies and procedures related to the connection of a wastewater collection system are adhered to by Glenpool, for such customers and (c) such Shared Utility Customer shall sign a written agreement providing that such Shared Utility Customer agrees that the Shared Utility Customer will accept and honor billings submitted by Creek-2 for wastewater collection services provided by Glenpool, and agrees that if the Shared Utility Customer fails to pay any portion of any bill submitted by Creek-2 to said Shared Utility Customer, regardless of whether the portion not paid related to water service or wastewater collection service, Creek-2 shall be permitted to terminate water service to said Shared Utility Customer until all obligations associated with water and wastewater collection service plus applicable assessments, interest, penalty and re-connection fees are paid in full. Glenpool shall have the right to collect all payments, in whatever form they may take, related to the connection of a Shared Utility Customer to the Glenpool wastewater collection system, from any Shared Utility Customer before such connection is made. Such payments shall be substantially the same as those payments required of Glenpool utility customers that are connected to the wastewater collection system.

To protect the Parties, and their Shared Utility Customers, Creek-2 shall affirmatively condition the initiation of domestic water service to any subsequent water customers at an address connected to the Glenpool wastewater collection system to the execution of an agreement similar in scope to the one required by the preceding paragraph. The form of the Shared Utility Customers Agreement is attached hereto and incorporated herein as Exhibit 10.

Creek-2 shall administer the billing and collection of monthly wastewater collection service fees for Shared Utility Customers at the then prevailing rates provided by Glenpool, which are subject to change in the sole and exclusive discretion of Glenpool. Creek-2 shall pay to Glenpool all wastewater collection service fees billed on/to Shared Utility Customer accounts, whether collected or not, no later than the 16th business day following the applicable Creek-2 Billing Cycle. (If the payment is made via the U.S. Mail, such payment must be postmarked on or before such 10th business day following the Creek-2 Billing Cycle.) Creek-2 has no obligation to pay Glenpool for any penalties, interest or special assessments made by Glenpool applicable to a Shared Utility Customer unless and until Creek-2 actually collects such penalties, interest or special assessments. No wastewater collection service fees shall be due from any Shared Utility Customer nor paid by Creek-2 unless there is a corresponding charge for actual water consumption. No wastewater collection service fees shall be charged relative to or applicable to Creek-2's minimum monthly charge made to customers for water service. To the extent that Creek-2 makes an adjustment related to a Shared Utility Customer's water consumption (i.e. leak adjustment) any applicable wastewater collection service fees shall be adjusted accordingly. Creek-2 shall be entitled to make water consumption adjustments such as leak adjustments in its sole and exclusive discretion so long as such adjustments and explanation therefore are disclosed on the monthly accounting provided for below. Glenpool acknowledges that any such adjustment of water

consumption will have a corresponding impact on wastewater collection fees. Creek-2 shall, together with said monthly payment for Shared Utility Customers, provide a monthly accounting for each and all Shared Utility Customers including physical service address and associated measurable water consumption (including all adjustments).

The Parties shall develop and agree upon a template reporting form which facilitates reporting of the payments required by subsections (c) and (d) of Section 6 and this Section 8 to be attached hereto and incorporated herein as Exhibit 5 prior to execution of this Agreement.

This provision shall survive expiration of the Term of this Agreement and such expiration shall not change the obligations of the Parties under this Section of the Agreement with respect to Shared Utility Customers.

Creek-2 shall make all applicable wastewater collection service payments to Glenpool without regard to whether Creek-2 does or does not recover any corresponding amounts from customers receiving Glenpool wastewater collection services, subject to the provisions and limitations stated above.

Glenpool shall indemnify and hold Creek-2 harmless, from and against any claim, suit or action made or commenced by any Shared Utility Customer whose claim, suit or action is premised on Glenpool's (i) providing non-compliant wastewater collection services, (ii) failing to provide compliant wastewater collection services, or (iii) any other type of claim, suit or action associated with or arising from Glenpool's wastewater collection services regardless of whether the claim, suit or action is in the nature of a tort, contract or claim premised on other applicable law including statutory law.

9. Creek-2 Protection of Shared Utility Customers. Upon Glenpool providing wastewater collection services to any Shared Utility Customer, as defined herein, Glenpool shall not have the right to require that such customer subscribe to Glenpool water delivery service and such customer shall continue to receive Creek-2 water delivery service for so long as such customer desires. Glenpool shall inform such wastewater collection service applicants, in connection with applying for wastewater collection services, on the face of the application form, that Glenpool has no right to require that such wastewater collection service customer also obtain water service from Glenpool as a condition to receiving wastewater collection services. In the event that such customer elects on such customer's initiative, and despite being advised (as referenced in the preceding sentence) to transition from Creek-2 water delivery service to Glenpool water delivery service, such customer (if situated in the Permissive Area) shall be treated as a new Glenpool customer in the Permissive Area, namely that the customer is subject to Glenpool paying a one-time Meter Connection Fee and monthly Royalty payments.

10. Mandatory Annual Audit(s).

- (a) The Parties shall have the obligation, within no later than 90 days following the end of each successive Auditable Period, to issue an independently prepared audit report for all of Glenpool's records regarding water connections and/or meter installations/connections in the Permissive Area, together with records recording or otherwise reflecting any measurable flow associated with each connection, as are reasonably necessary for the purpose of verifying that Glenpool is in compliance with the obligations provided by Sections 6(c) and 6(d) of this Agreement once per Auditable Period, the first Auditable Period commencing on February 1, 2015; *AND* Creek-2 shall have the obligation within 90 days following issuance of the audit report, to report any claim of non-compliance by Glenpool that Creek-2 believes to be disclosed by such audit. Glenpool agrees to provide to the auditor and Creek-2 full cooperation in providing all

such records and information that are available to Glenpool, to include all, but only, such records and information as are relevant to the foregoing verification, including but not limited to raw computer data that is maintained within Glenpool's computer system, or information maintained on any other system to which Glenpool has rights of access to the data and in such digital format as the system is capable of receiving, importing or exporting. Glenpool shall also provide, upon request, any report that its computer system and billing software program (or similar service for which Glenpool contracts with any third party (ies)) that said system/software is capable of producing, including but not limited to reports that reflect the physical location of any water connection or meter, and the volume of water registered within Glenpool's system/data on a monthly and/or daily basis.

- (b) The Parties shall have the obligation, within no later than 90 days following the end of each successive Auditable Period, to issue an independently prepared audit report for all of Creek-2's records regarding water consumption by such of Creek-2's water customers that are utilizing Glenpool wastewater collection service ("Shared Utility Customers") within Glenpool Territory and/or collection of all amounts due Glenpool in accordance with the wastewater collection charge rates provided by Glenpool and administered by Creek-2 in accordance with Section 8, together with records recording or otherwise reflecting the accuracy of measurable water usage associated with each such Shared Utility Customer, as are reasonably necessary for the purpose of verifying that Creek-2 is in compliance with the obligations provided by Section 8 of this Agreement once per Auditable Period, the first Auditable Period commencing on February 1, 2015; *AND* Glenpool shall have the obligation within 90 days following issuance of the audit report, to report any claim of non-compliance by Creek-2 that Glenpool believes to be disclosed by such audit.

Creek-2 agrees to provide to the auditor and Glenpool full cooperation in providing all such records and information that are available to Creek-2, to include all, but only, such records and information as are relevant to the foregoing verification, including but not limited to raw computer data that is maintained within Creek-2's computer system, or information maintained on any other system to which Creek-2 has rights of access to the data and in such digital format as the system is capable of receiving, importing or exporting. Creek-2 shall also provide, upon request, any report that its computer system and billing software program (or similar service for which Creek-2 contracts with any third party(ies)) that said system/software is capable of producing, including but not limited to reports that reflect the physical location of any such Shared Customers and the volume of water consumption verified by Creek-2's system/data on a monthly and/or daily basis.

- (c) All charges made by the independent auditor associated with such audit(s) of Creek-2 and/or Glenpool records shall be shared equally by the Parties. Creek-2 shall be responsible to absorb and pay for any costs or expenses Creek-2 incurs in participating in the audit process and complying with requests from the auditor, which are independent of the auditor's professional charges for work performed by the auditor. Glenpool shall be responsible to absorb and pay for any costs or expenses Glenpool incurs in participating in the audit process and complying with requests from the auditor, which are independent of the auditor's professional charges for work performed by the auditor.

- (d) In the event the Parties fail or neglect to have performed by an independent qualified auditor the mandatory annual audit required by this Section 10 within 90 days following the end of the applicable Auditable Period, *OR* fail to present any objections to the audit of either Party's records within 90 days following issuance of the corresponding audit report, such failure or neglect shall be deemed a waiver of the audit requirement for the applicable Auditable Period and shall further act as a waiver of any and all claims of non-compliance with this Agreement that might otherwise result from the performance of such audit.
- (e) The foregoing annual mandatory audits shall be performed by an independent third-party qualified, licensed certified public accountant that is reasonably agreeable to both Parties but has no professional relationship with or duties to either Party on any basis other than the performance of such annual mandatory audits. If the Parties are unable to agree as to the selection of such third-party auditor, the federal District Court retaining jurisdiction over this Agreement shall make such appointment, the results of which shall be binding on the Parties. The report of the auditor referenced in (a) and (b) above, shall be binding on the Parties.
- (f) Upon the conclusion of each such mandatory annual audit by all Parties, the Parties shall reconcile their records in accordance with the results of such audit and shall sign a written agreement stating: (i) with respect to Glenpool: the present number of Active Water Connections in the Permissive Area for which monthly Royalties are due and being paid at that point in time; Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate; the total of new meter connections installed since the preceding annual audit, as well as a calculation of Meter Connection Fees paid for such meter connections; and (ii), with respect to Creek-2, the present number of Shared Utility Customers for which Creek-2 administers the assessment and collection of wastewater collection service usage charges and the total water consumption of said Shared Utility Customers over the period since performance of the most recent previous annual audit.
- (g) The resulting reconciliation agreement shall be binding on both Parties as a definitive statement of compliance or non-compliance with this Agreement as of the date of such reconciliation agreement.
- (h) If it is determined by any such audit performed in accordance with this Section 10, that either Party has underpaid the other Party by five percent (5%) or more of the amounts owed to the other party during the immediate past Auditable Period, the Party that has underpaid shall pay to the Party that has not underpaid an amount sufficient to correct such underpayment, plus a penalty in the amount of five percent (5%) or the Wall Street Journal Prime Rate as of the immediate past December 31, (or last reported in the immediate past December if there is no report for December 31) whichever is greater, of the underpayment amount. (For example, if the underpayment is \$100, and if this underpayment was 5% or more of the total sum payable, the underpaying party shall pay the other party \$105, if 5% is the applicable percentage.) In the event both Parties have underpaid, the auditor shall calculate an appropriate offset. In the event of overpayment, such overpayment shall be credited to the first payments due under the new Auditable Period until the amount of such overpayment is exhausted. Upon receiving notice of any underpayment disclosed by the mandatory annual audit, the Party that has underpaid shall

correct and pay such underpayment within the time limit specified for curing a notice of default as provided for in this Agreement. Such correction and payment shall be deemed compliance in full with the payment provisions of this Agreement.

- (i) To facilitate and assist the auditor in performing the mandatory audits, Glenpool agrees throughout the Term of this Agreement, to assign a specific "zone" to each of: (i) Glenpool's water customers situated in the Permissive Area as of and after the Effective Date; (ii) Glenpool's water customers situated in the Released Area as of and after the Effective Date; and (iii) Creek-2's water customers situated in Glenpool Territory that receive any utility service from Glenpool as of and after the Effective Date. The objective of differentiating among Glenpool customers that are within the Permissive Area, Glenpool customers in the Released Area, and Creek-2 customers in Glenpool Territory that receive any utility service from Glenpool is to enable Glenpool to generate reports, if requested by Creek-2 or the auditor, on Glenpool's computerized billing system (currently the InCode Utility Billing program/software/system) relative to Glenpool customers that are situated within the Permissive Area, and Glenpool customers in the Released Area and Creek-2 customers receiving Glenpool utility services. The purpose is to facilitate the process of accounting for all of Glenpool's water customers that are subject to the payment provisions of this Agreement, including water consumption by said water customers. In the event a Creek-2 water customer situated in the Permissive Area chooses to receive water or water and wastewater collection services from Glenpool, such customer shall be placed into the first zone described by this subsection 10(g). In the event a Creek-2 water customer situated in the Permissive Area or the Released Area chooses to receive wastewater collection services (or any other public utility service from Glenpool), such customer shall be placed into the third zone described by this subsection 10(g). This will prevent such customers from being intermingled with non-royalty Glenpool water customers that are situated in the Released Area (those in the second zone described by this subsection 10(g)). Glenpool shall disclose to Creek-2 and the auditor, in connection with the audit process, the zones which are associated with the Released Area, the Permissive Area and all categories of water customers.
- (j) In the event that either Party presents to an independent auditor selected in accordance with subsection 10(c) reasonable evidence that the other Party is in material non-compliance with this Agreement, such presenting Party may request, and the other Party shall allow, an immediate special audit that otherwise conforms to the provisions of this Section 10, without regard to whether the current Auditable Period has closed. The cost of any special audit (an audit in addition to the annual audit) shall be paid for exclusively by the Party requesting the special audit. If it is determined by any such special audit performed in accordance with this Section 10, that either Party has underpaid the other Party by five percent (5%) or more of the amounts owed to the other party during the immediate past Auditable Period, the Party that has underpaid shall pay the Party that has not underpaid an amount sufficient to correct such underpayment, plus a penalty in the amount of five percent (5%) or the Wall Street Journal Prime Rate as of the immediate past December 31, (or last reported in the immediate past December if there is no report for December 31) whichever is greater, of the underpayment amount. (For example, if the underpayment is \$100, and if this underpayment was five percent (5%) or more of the total sum payable, the underpaying party shall pay the other party \$105, if five percent (5%) is the applicable percentage.)

- (k) The Parties shall develop and agree upon the content of an agreed-upon procedures letter to facilitate performance of the foregoing annual mandatory audit as committed to a separate written instrument to be executed in final form by duly authorized representatives of the Parties and to be attached hereto and incorporated herein as Exhibit 6 prior to execution of this Agreement.

11. Additional Non-Monetary Consideration. As additional consideration for this Agreement, in addition to provisions above, the Parties agree as follows:

- (a) Exclusive 1926(b) Rights Within Creek-2 Territory. For the Term of this Agreement and for so long thereafter as Creek-2 is indebted on a loan from or guaranteed by the federal government qualifying for 7 U.S.C. § 1926(b) protection (or the protections provided by that statute or any successor or amended statute), Glenpool will recognize and honor, and will not encroach on and will not provide water service to any current or future customer within the area defined herein as the "Creek-2 Territory." Glenpool further acknowledges and agrees that Creek-2 has the exclusive and protected right to provide water service within the Creek-2 Territory and shall respect and observe such right.
- (b) Water Service in Released Area. From the Effective Date and going forward for the Term of this Agreement and thereafter, as between Glenpool and Creek-2, Glenpool shall have the unequivocal and unconditional right to serve any and all of Glenpool's current customers and any future customers, located within the Released Area without the payment of any compensation to Creek-2. Creek-2 acknowledges and agrees that Creek-2 has no exclusive right to provide water service within the Released Area (except with respect to the Reserved Creek-2 Water Customers), nor will Creek-2 ever claim such a right. Creek-2 shall have the exclusive right to continue to provide water service to its existing customers situated in the Released Area into perpetuity unless otherwise provided by separate agreement. Creek-2 shall have the right into perpetuity, unless otherwise provided by separate agreement, to provide water service to any new customers situated within the Released Area who choose to receive water service from Creek-2. The Parties agree that they will not engage in any conduct which would or could reasonably be expected to dissuade a water customer (save and except Reserved Creek-2 Water Customers) from freely choosing either Glenpool or Creek-2 as its water service provider or dissuade a water customer from continuing to receive water service from either Glenpool or Creek-2 in the Released Area.
- (c) Non-Discrimination/No Restrictive Conditions. Glenpool shall not require any Glenpool customer, or existing Creek-2 customer, who chooses either to transition to, or maintain, Creek-2 water delivery service, as applicable, to retain or transition to Glenpool water delivery service, as a condition for wastewater collection service or any other municipal service, provided that, in the event any customer subscribes to Glenpool wastewater collection services and either retains or transitions to Creek-2 water delivery service, Creek-2 shall bill, collect and remit to Glenpool each month the wastewater collection service bills attributable to Creek-2 water customers who use Glenpool wastewater collection service, as further provided in Section 8 of this Agreement.

Glenpool shall not impose any difference in rates for any municipal services, without limitation, provided by Glenpool because a water customer obtains water service from Creek-2 rather than Glenpool.

- (d) Utility Service in Permissive Area and Released Area. From the Effective Date and going forward for the Term of this Agreement, as between Glenpool and Creek-2, the Parties agree that the Parties shall share the non-exclusive right to provide water service in the Permissive Area and Released Area excepting only the Reserved Creek-2 Water Customers in the Released Area. Glenpool shall have no Royalty or Connection Fee obligation for any existing or new Glenpool water customer in the Released Area. Consequent to and based upon Glenpool's agreement to make those payments described in paragraphs 6(c) and 6(d) of this Agreement, Creek-2 acknowledges and agrees that Creek-2 has no exclusive right to provide water service within the Permissive Area or Released Area, excepting only the Reserved Creek-2 Water Customers in the Released Area, nor will Creek-2 ever claim such a right, subject to the rights of the Parties under the default and remedies for default provisions of this Agreement. Creek-2 shall have the non-exclusive right to continue to provide water service to its existing customers situated in the Permissive Area, the exclusive right to provide water service to the Reserved Creek-2 Water Customers, and the non-exclusive right to provide water service to any new customers situated within the Permissive Area and Released Area, who choose, and for so long as they choose, to receive water service from Creek-2. The Parties agree to attach to the monthly reporting form, as attached at Exhibit 5, a copy of their respective application forms completed during either Party's applicable billing cycle for customers within the Glenpool Territory. This will serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to such new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 Water Customers in the Released Area, and to verify that such potential new customers in the Permissive Area or Released Area, excepting only the Reserved Creek-2 Water Customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, they may choose which water utility provider shall provide water service to their property. The Parties agree that they will not engage in any conduct which would or could reasonably be expected to dissuade a water customer from freely choosing either Glenpool or Creek-2 as its water service provider or dissuade a water customer from continuing to receive water service from either Glenpool or Creek-2 as the customer so chooses. A form of Notice Concerning Applications for Water Service in "Glenpool Territory" is attached hereto and incorporated herein as Exhibit 9.
- (e) Easements. Because the Parties will provide water service on a non-exclusive basis within the Released Area and the Permissive Area, the Parties agree that Glenpool shall be permitted access to and the use of any easement held/owned by Creek-2 within the Glenpool Territory. Correspondingly, Creek-2 shall be permitted access to and the use of any easement held/owned by Glenpool within the Glenpool Territory. This agreement to grant mutual or reciprocal access and use of easements is subject to (1) the terms and conditions of the easement and (2) use of an easement by the non-holder/non-owner of the easement shall not unreasonably interfere with use or anticipated use of the easement by the holder/owner of the easement.
- (f) Prior Settlement Agreement Extinguished. The settlement agreement entered into by and between Creek-2 and Glenpool as of March 2, 1992 (the "1992 Settlement") shall be and is deemed concluded, terminated and extinguished in all respects and none of its

terms survive this conclusion, termination and extinguishment. This Agreement is deemed to replace and supersede entirely said 1992 Settlement.

12. Integrity and Preservation of Respective Territories.

- (a) From the Effective Date and going forward for the Term of this Agreement, the Glenpool Territory shall at all times remain within the geographical boundaries of Creek-2. Without exception, Glenpool shall not, nor shall it support or encourage others to, seek to de-annex any part of Creek-2 Territory as defined herein nor seek to de-annex any part of the Glenpool Territory from the geographical boundaries of Creek-2.
- (b) The Parties agree and stipulate that this Agreement shall control the rights of the Parties to this Agreement regarding the areas described herein. The Parties to this Agreement further recognize and stipulate that de-annexation proceedings, whether affecting Creek-2 or Glenpool, that may occur in the future, will not and shall not alter the rights and obligations of the Parties under this Agreement. In other words, should a de-annexation occur relative to Creek-2 in Creek-2 Territory or Glenpool Territory, such event shall not alter the rights and obligations of the Parties recited in this Agreement.

13. Miscellaneous Provisions with Respect to Water Service.

- (a) Glenpool agrees that, during the Term of this Agreement, it will not utilize any un-metered water connections in any part of Glenpool Territory, save and except for the use of water that Glenpool itself consumes and/or un-metered water used by Glenpool on an emergency basis for fire suppression. Any water connection for use by any non-Glenpool person or entity in the Permissive Area, or by any transition customer in the Released Area (i.e. non-Reserved Creek-2 Water Customers) shall be metered and Glenpool shall maintain records regarding any measurable flow occurring through said meter(s). Glenpool further expressly agrees to not allow the use of non-metered services for any transitioned Creek-2 customer in either of the Permissive or Released Area.
- (b) During the Term of this Agreement, should either Party convey or otherwise assign its water delivery system and/or water service to any other person or entity, or permit the system to be operated by any person or entity other than Glenpool or Creek-2, respectively, such Party shall make, as a condition of any such conveyance, assignment or operating agreement, that such assignee, acquiring entity or operator shall be bound by the terms of this Agreement to the full extent as such Party is bound. Any such conveyance, assignment or operating arrangement shall not relieve such Party of any of its obligations under this Agreement.

14. Event of Default.

- (a) An "Event of Default" under this Agreement shall be defined as, and shall occur when, any Party hereto fails or refuses to perform and/or pay in connection with any of its obligations, warranties, or representations recited or provided for in this Agreement, and as or when any Party's affirmative act or failure to act when the Party has an obligation to act, violates any of its obligations, warranties or representations recited or provided for in this Agreement, and if such failure, refusal or affirmative act shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party as provided for by law regarding the service of a summons.

- (b) The Parties agree that with respect to any and all monetary obligations for payment by either Party to the other under the provisions of this Agreement, the audit provisions of Section 10 of this Agreement shall operate and be effective to limit the amount of Monetary Damages resulting from an Event of Default for non-payment to no more than the actual amount of such non-payment as has accrued during the applicable Auditable Period plus any applicable penalty provided for in this Agreement. This subsection is not applicable to payments due under Sections 6(a) (\$500,000 payment) and 6(b) (four (4) \$125,000.00 payments).
- (c) Performance Surety. Glenpool agrees to obtain the issuance of a Performance Security issued by a Performance Surety, as defined herein, naming Creek-2 as the sole beneficiary/payee/obligee.

The condition of drawing upon or making a claim on such Performance Surety shall be that, should Glenpool commit an Event of Default which shall remain uncured for 30 days (all as defined above in Section 21(a)), then in that event, the Performance Surety shall be liable/responsible, pursuant to the terms of the Performance Security, to pay to Creek-2 any sum for which Glenpool has failed to pay Creek-2, such liability/responsibility not to exceed the aggregate amount of the Performance Security. This Agreement is contingent upon Glenpool's submitting a proposed Performance Security in a form to be approved by Creek-2 within 20 days after the Execution Date, such approval not to be unreasonably withheld and upon the Performance Security's taking effect no later than the Effective Date. Glenpool shall maintain, without interruption, said Performance Security for each year of the Term of the Agreement. The Performance Security covering the first year of the Agreement (from the Effective Date for one year) applicable to the Meter Connection Fee and Royalty shall be in the amount of \$25,000.00. The amount of the Performance Security applicable to the Meter Connection Fee and Royalty shall be increased every year thereafter, to constitute a guaranteed amount of 110% of the amount of the total amount of payments for Meter Connection Fees and monthly Royalty fees, for the immediately preceding year. This 110% formula shall apply every year for the Term of the Agreement.

Not less than 10 days prior to each anniversary of the Effective Date of the Agreement, upon request by Creek-2, Glenpool shall provide documentation to Creek-2 showing that such compliant Performance Security is in full force and effect and shall remain in full force and effect for the entire succeeding year.

15. Remedies. The remedies associated with any Event of Default are listed in this Section 15 and constitute the exclusive remedies specified in, or contemplated or permitted by, this Agreement.

- (a) Monetary Damages. It is the express intent of the Parties, and they agree, that the sole and exclusive remedy for any Event of Default provided for by this Agreement shall be the collection of actual Monetary Damages verified by the most recent mandatory annual audit provided by Section 10 of this Agreement. No Event of Default may be declared by either Party with respect of failure by the other Party to meet its obligations for any such failure that occurred prior to the conclusion of the most recent Auditable Period, as provided by Section 10.

With respect to any Event of Default for non-payment by Glenpool, Creek-2's first recourse for any non-payment or under-payment that is not cured within 30 days of notice

thereof shall be to call and draw upon the Performance Surety/Performance Security provided by Section 14(c). In the event that the Performance Security shall not be sufficient to cure such non-payment or under-payment, Glenpool shall be liable to Creek-2 for the amount of such shortfall and Creek-2 shall be entitled to undertake all available legal remedies for the collection of a debt.

With respect to any Event of Default for non-payment by Creek-2, Glenpool's only recourse for any non-payment or under-payment that is not cured within 30 days of notice shall be to undertake all available legal remedies for the collection of a debt.

- (b) Termination or Cancellation of this Agreement Is Not A Remedy. The Parties expressly agree that termination and/or cancellation of this Agreement is not an available remedy in an Event of Default or otherwise, by any Party and the Parties expressly waive any right under any applicable law to assert or maintain a claim or right of termination or cancellation. The remedy of termination or cancellation is not and is not intended to be included as a remedy herein. Termination of this Agreement may occur only in accordance with Section 21.
- (c) 1926(b) Rights Retained in Creek-2 Territory. Creek-2 shall have the unchallenged right to enforce Creek-2's rights under 7 U.S.C. § 1926(b), or other applicable state or federal statute, within any part of Creek-2 Territory upon which Glenpool has encroached.

16. Confidentiality. The Parties acknowledge that certain provisions of this Agreement will necessitate the exchange of information regarding customers who use their respective services. This information includes consumer names, addresses and accounts that require multiple payments or related transactions. The Parties therefore agree that, notwithstanding anything to the contrary contained in this Agreement or in any other documents pertaining to or implementing this Agreement, the Parties shall comply, and shall require any third parties contracting with either of the Parties for the performance of any obligation created by this Agreement to comply, with all identity theft red flag and notice of address discrepancy laws, rules and regulations applicable now and in the future. Without limiting the generality of the proceeding sentence, the Parties also agree that they will, and shall require any third parties contracting with either of the Parties for the performance of any obligation created by this Agreement to, implement and maintain appropriate safeguards to protect customer's identity information and that they will not use or disclose customer's identity information that they receive pursuant to the terms of this Agreement to any other party, except as is reasonably necessary to fulfill the purposes for which such information was provided and as otherwise permitted by applicable law. The provisions contained in this Section 16 shall survive the termination or expiration of this Agreement, whether by the expiration of time, by operation of law, or otherwise.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon all the successors and assigns of each of the Parties hereto.

18. Choice of Law. This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state and applicable federal law. If there is any conflict between federal law and Oklahoma state law, federal law shall control.

19. Severability. In the event the District Court determines that this Agreement and the Judgment entered upon this Agreement which incorporates the terms of this Agreement and/or the payment obligations of Glenpool or Creek-2, are void and unenforceable, and the judgment entered by

the District Court is vacated, and such determination, and order/judgment vacating the said judgment, by the District Court becomes final after exhaustion of all appellate procedures and is therefore a final judgment no longer subject to any appeal, then in that event the Parties shall be returned to their respective positions as they existed as of the date this Agreement was executed, without prejudice of any nature, and the Parties shall be entitled to pursue their respective claims, defenses and remedies, as if this Agreement had never been entered into and the corresponding Judgment had never been entered, and the federal suit shall resume.

20. Entire Agreement. This Agreement, together with the exhibits attached hereto, set forth the entire understanding between the Parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein and in the exhibits attached hereto. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

21. Amendment or Termination. No term or provision of this Agreement or the exhibits attached hereto may be amended, waived, released, discharged or modified in any respect, nor may this Agreement be terminated or cancelled, except in writing signed by the Parties and approved by each Party following statutory formalities for public entities.

22. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

23. No Third Party Beneficiaries. This Agreement does not grant any rights to any person or entity not a party to this Agreement. There are no third party beneficiaries associated with this Agreement.

24. Conditions of Acceptance. This Agreement shall not become binding and effective until accepted and approved by all Parties to the Agreement (following all Oklahoma statutory formalities of notice, posting of agenda and public vote) and approval of the Agreement by the Secretary of the USDA/Rural Development and all other Creek-2 lenders (*e.g.*, Oklahoma Water Resources Board) with the agreement that the funds and savings received by Creek-2 in connection with this Agreement may be used to pay attorneys fees and costs, normal operating expenses and capital improvements, and will not be required to be used to pay on Creek-2's outstanding Rural Development loan(s) or any other loans.

25. Expiration. Upon expiration of the Term of this Agreement (*i.e.* at the end of 37 years from the Effective Date), and provided further Glenpool has not committed an Event of Default during the Term of this Agreement and Creek-2 has not exercised any of its remedies specified above during the Term of this Agreement, then in that event, all of the Glenpool Territory shall be deemed to have the same status as the Released Area has under this Agreement, to the effect that from the date of such expiration forward indefinitely, as between Glenpool and Creek-2, Glenpool shall have the unequivocal and unconditional, but not exclusive, right to serve any and all of Glenpool's current customers and any future customers located within any part of the Glenpool Territory who choose to receive water service from Glenpool without the payment of any compensation to Creek-2. Creek-2 acknowledges and agrees that, from the date of such expiration forward (provided Glenpool has not committed an Event of Default during the Term), Creek-2 has no exclusive right to provide water service within the Glenpool Territory, whether pursuant to 1926(b) or otherwise, nor shall Creek-2

ever claim such a right. However, Creek-2 shall have the right following expiration of the Term and going forward, to continue to provide water service to its existing customers situated in Glenpool Territory, and any new customers situated within Glenpool Territory who choose, and for so long as they choose, to receive water service from Creek-2. The Parties agree that during the Term and following expiration, they shall not engage in any conduct which would or could reasonably be expected to dissuade a water customer from freely choosing either Glenpool or Creek-2 as its water service provider or dissuade a water customer from continuing to receive water service from either Glenpool or Creek-2.

26. Dispute Resolution. In the event of any controversy or dispute arising out of this Agreement, including without limitation any controversy or dispute arising as to an Event of Default, the prevailing party in any action taken or initiated by any Party, shall be entitled to recover from the non-prevailing Party(ies) reasonable expenses, including without limitation, attorneys' fees, expert witness fees and other costs actually incurred and reasonably related to the dispute/litigation.

27. Approval. Creek-2 and Glenpool each warrant to the other that they have followed all applicable statutory procedures relative to the Oklahoma Open Meeting Act, relative to notice, posting of agenda, public meeting, and voting to accomplish the lawful approval of this Agreement.

28. Notice. All notices required under this Agreement shall be in writing and shall be effective when:

- (a) Notice to Glenpool shall be deemed to have occurred when delivered in person to the person specified below, and receipt is acknowledged (acknowledgement of receipt shall not unreasonably be withheld);

For notices to City or Authority:

Mayor/Chairperson of the Authority
City of Glenpool/Glenpool Utility Services Authority
12205 S. Yukon Avenue
Glenpool, OK 74033

- (b) Notice to Creek-2 shall be deemed to have occurred when delivered in person to the person specified below, and receipt is acknowledged (acknowledgement of receipt shall not unreasonably be withheld);

For notices to Creek-2:

President of the Board
Creek County Rural Water District No. 2 2425 W. 121st Street South
Jenks, Oklahoma 74037

- (c) Alternative means of delivery, such as email or certified mail, shall satisfy the requirement for personal delivery so long as receipt and waiver of personal delivery are expressly acknowledged in writing.

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

29. The Parties shall file and submit a Joint Motion For Order Preliminarily Approving Agreement of Compromise, Settlement and Release and proposed Order as attached as Exhibit 7.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Name: _____
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____

Name: Momodou Ceesay
Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Name: Momodou Ceesay
Position: Chairman of the Board of Trustees

Approved:

UNITED STATES DEPARTMENT OF AGRICULTURE / RURAL DEVELOPMENT

By _____ Authorized Representative
Dated: _____

Approved:

OKLAHOMA WATER RESOURCES BOARD

By _____ Authorized Representative

Dated: _____

EXHIBITS

1. Judgment to be entered by the District Court, pursuant to Section 4 of this Agreement in U.S. District Court, Northern District of Oklahoma, Case No. 11-CV-441-JHP-FHM
2. Glenpool Fenceline Map
3. Base-Line Customer Count
4. CPI-U Table 24 (Representation)
5. Meter Connection Fee and Royalty payment reporting form
6. Audit Agreed-Upon Procedures Letter for mandatory annual audits
7. Joint Motion for Order Preliminarily Approving Agreement of Compromise, Settlement and Release; Proposed Order; and Form of Notice of Settlement Fairness Hearing
8. Agreement of Transition of Water Service from Creek-2 to Glenpool
9. Notice Concerning Applications for Water Service in “Glenpool Territory”
10. Shared Utility Customers Agreement

MONTHLY REPORTING FORM FOR GLENPOOL

One-time Meter Connection Fees and Monthly Royalty Payments are to be paid by the City of Glenpool/Glenpool Utility Services Authority (collectively "Glenpool") to Creek County Rural Water District #2 ("Creek-2"), pursuant to terms and conditions of the Agreement Of Compromise, Settlement And Release, dated October 13, 2014, and entered as part of a consent judgment by the U.S. District Court, Northern Oklahoma District on _____, 20__.)

THIS MONTHLY REPORT IS FOR THE GLENPOOL BILLING CYCLE: _____, 20__
through _____, 20__.

I. CALCULATION OF ONE-TIME METER CONNECTION FEES

The one-time Meter Connection Fee is for new meter connections within the Permissive Area and "Transitioned" Creek-2 Customers located within the "Released Area" as defined by the Settlement Agreement. The one-time Meter Connection Fee starts at \$800 and \$1,200 depending on the size of the meter, and is adjusted annually based upon the CPI-U.

A. New Meter Connections 100% Within the "Permissive Area"¹

See attached Exhibit 1

Less than 1" Diameter Total	= \$ _____
1" Diameter or Larger Total	+ \$ _____
Total New Connection Fee – 100% Within Permissive Area	= \$ _____

B. New Meter Connections Less than 100% Within the "Permissive Area"²

See attached Exhibit 2

Less than 1" Diameter Total	= \$ _____
1" Diameter or Larger Total	+ \$ _____
Total New Connection Fee – Less Than 100% Within Permissive Area	= \$ _____

C. New Meter Connections For Transitioned Customers

See attached Exhibit 3

Less than 1" Diameter Total	= \$ _____
1" Diameter or Larger Total	+ \$ _____

¹ "100% Within The Permissive Area" means that the property served is not partly in the "Permissive Area" and partly in the "Released Area", i.e., does not overlap the two areas.

² "Less Than 100% Within The Permissive Area" means that the property being served is partly within the "Permissive Area" and partly within the "Released Area".

Total New Connection Fee – Transitioned Customers = \$ _____

D. Total New Connection Fees Due

(Add totals of Sections A, B and C) = \$ _____

II. CALCULATION OF ROYALTIES – ALL CONNECTION SIZES

A. Connections To Land 100% Within Permissive Area And Transitioned Customers

Beginning Meter Connection Count
(Last Billing Cycle Ending Count For
100% Land) _____

+ New Meter Connections 100% Within
Permissive Area _____

+ Transition Connections
In Released Area _____

- Non-Active Meters 100% Within
Permissive Area _____

= Total Royalty Meter Connection
Count 100% Within Permissive Area
And Transitioned Customers _____

X 7.75/CPI-U Adjusted Each Year \$ _____

= Total Royalty Due For Land 100%
Within Permissive Area And
Transitioned Customers \$ _____

B. Calculation Of Royalties For Land Less Than 100% Within Permissive Area

See attached Exhibit 4.

Total Royalties Due Less Than 100%
Within Permissive Area \$ _____

C. Total Royalties Due Within This Section

(Add Totals of Sections A and B) \$ _____

III. METER COUNT CALCULATIONS

A. Calculation Of Ending Meter Count For Connections 100% Within Permissive Area And Transitioned Customers

Beginning Count for Current Billing Cycle _____
(Last Month's Ending Meter Count)

+ New Meter Connections
Permissive Area _____

+ Transition Connections
Released Area _____

= Ending Meter Count for the Billing Cycle _____

B. Ending Meter Count – Less Than 100% Within Permissive Area

This meter count has no relevance because it cannot be used to calculate the amounts due because of the difference in each connection percentage. Therefore, the reporting of the meter count will be based upon the number of meters established by Exhibit 4 hereto.

Verified on [date] _____ by [print name] _____ on behalf
of Glenpool.

Signature

585-57.reportform-final:tf

EXHIBIT 1

NEW METER CONNECTIONS 100% WITHIN THE PERMISSIVE AREA

Less Than 1" Diameter

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x\$800/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -			
2. 14 - -			
3. 14 - -			
Total Less Than 1" Diameter			\$

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x\$1200/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -			
2. 14 - -			
3. 14 - -			
Total 1" or Larger Diameter			\$
Total – Both Sizes of Meters			\$

Attached hereto is a copy of all Applications for water service from the customers listed above during the Glenpool Billing Cycle.

*The initial rates of \$800 and \$1,200 per installed meter are subject to an annual adjustment based upon changes in the CPI-U per terms of the Agreement.

EXHIBIT 2

NEW METER CONNECTIONS LESS THAN 100% WITHIN THE PERMISSIVE AREA

Less Than 1" Diameter

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x\$800/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -				
2. 14 - -				
3. 14 - -				
Total Less Than 1" Diameter				\$

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x\$1200/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -				
2. 14 - -				
3. 14 - -				
Total 1" or Larger Diameter				\$
Total – Both Sizes of Meters				\$

Attached hereto are copies of the Applications for water service from the customers listed above during the applicable Glenpool Billing Cycle.

*The initial rates of \$800 and \$1,200 per installed meter are subject to an annual adjustment based upon changes in the CPI-U per terms of the Agreement.

EXHIBIT 3

NEW METER CONNECTIONS FOR TRANSITION CUSTOMERS

Less Than 1" Diameter

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x\$800/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -			
2. 14 - -			
3. 14 - -			
Total Less Than 1" Diameter			\$

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x\$1200/CPI-U Adjusted Rate*</u>	<u>=Amount Due</u>
1. 14 - -			
2. 14 - -			
3. 14 - -			
Total 1" or Larger Diameter			\$
Total – Both Sizes of Meters			\$

*The initial rates of \$800 and \$1,200 per installed meter are subject to an annual adjustment based upon changes in the CPI-U per terms of the Agreement.

EXHIBIT 4

ROYALTY ON CONNECTIONS LESS THAN 100% WITHIN THE PERMISSIVE AREA

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x\$7.75/CPI-U Adjusted*</u>	<u>=Amount Due</u>
1. 14 - -				
2. 14 - -				
3. 14 - -				
			Total:	

*The initial Royalty rate of \$7.75/month is subject to an annual adjustment based upon changes in the CPI-U per terms of the Agreement.

MONTHLY REPORTING FORM FOR CREEK-2

Creek County Rural Water District #2 (Creek-2) shall make Monthly Payments for wastewater delivery service to the City of Glenpool/Glenpool Utility Service Authority, pursuant to terms and conditions of the Agreement Of Compromise, Settlement And Release, dated October __, 2014, and entered as part of a consent judgment by the U.S. District Court, Northern Oklahoma District on _____, 20__.)

THIS MONTHLY REPORT IS FOR THE CREEK-2 BILLING CYCLE: _____, 20__
through _____, 20__.

I. "SHARED UTILITY CUSTOMERS" (Creek-2 Water/Glenpool Sewer)

A. RELEASED AREA SHARED CUSTOMERS

See attached Exhibit 1.

Total due for this Area = \$ _____

B. PERMISSIVE AREA SHARED CUSTOMERS

See attached Exhibit 2

Total due for this Area = \$ _____

Total for Both Areas = \$ _____

II. APPLICABLE CHARGES

The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.

Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

III. REPORTING OF APPLICATIONS FOR WATER SERVICE

Attached hereto as Exhibit 4 is a copy of the Applications for Water Service within the "Glenpool Territory" Creek-2 approved during this Billing Cycle.

Verified on [date] _____ by [print name] _____ on behalf of
Creek-2.

Signature

585-57.reportform-creek2.tif

EXHIBIT 1
RELEASED AREA SHARED CUSTOMERS

Creek-2 Customer No.	Service Address	Water Volume (Thousands)	Charge ¹
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____
Total Charges/Released Area Customers			\$ _____

¹ The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3 to this Monthly Report, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.
Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

EXHIBIT 2

PERMISSIVE AREA SHARED CUSTOMERS

Creek-2 Customer No.	Service Address	Water Volume (Thousands)	Charge ¹
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____
Total Charges/Permissive Area			\$ _____

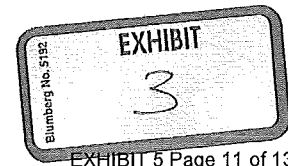
585-57.ex2-creek-2:tf

¹ The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3 to this Monthly Report, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.
Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

**EXHIBIT 3
SEWER RATE SCHEDULE**

	WATER	SEWER	REFUSE	RECYCLE	STORM WATER	TOTAL BILL
1,000	21.01	8.97	11.95	0.35	2.00	\$44.28
2,000	26.00	10.57	11.95	0.35	2.00	\$50.87
3,000	30.99	12.17	11.95	0.35	2.00	\$57.46
4,000	35.98	13.77	11.95	0.35	2.00	\$64.05
5,000	40.97	15.37	11.95	0.35	2.00	\$70.64
6,000	45.96	16.97	11.95	0.35	2.00	\$77.23
7,000	50.95	18.57	11.95	0.35	2.00	\$83.82
8,000	55.94	20.17	11.95	0.35	2.00	\$90.41
9,000	61.09	21.77	11.95	0.35	2.00	\$97.16
10,000	66.24	23.37	11.95	0.35	2.00	\$103.91
11,000	71.39	24.97	11.95	0.35	2.00	\$110.66
12,000	76.54	27.14	11.95	0.35	2.00	\$117.98
13,000	81.69	29.31	11.95	0.35	2.00	\$125.30
14,000	86.84	31.48	11.95	0.35	2.00	\$132.62
15,000	91.99	33.65	11.95	0.35	2.00	\$139.94
16,000	96.63	35.82	11.95	0.35	2.00	\$146.75
17,000	101.27	37.99	11.95	0.35	2.00	\$153.56
18,000	105.91	40.16	11.95	0.35	2.00	\$160.37
19,000	110.55	42.33	11.95	0.35	2.00	\$167.18
20,000	115.19	44.50	11.95	0.35	2.00	\$173.99
21,000	119.83	46.67	11.95	0.35	2.00	\$180.80
22,000	124.47	48.84	11.95	0.35	2.00	\$187.61
23,000	129.11	51.01	11.95	0.35	2.00	\$194.42
24,000	133.75	53.18	11.95	0.35	2.00	\$201.23
25,000	138.39	55.35	11.95	0.35	2.00	\$208.04
26,000	143.03	57.52	11.95	0.35	2.00	\$214.85
27,000	147.67	59.69	11.95	0.35	2.00	\$221.66
28,000	152.31	61.86	11.95	0.35	2.00	\$228.47
29,000	156.95	64.03	11.95	0.35	2.00	\$235.28
30,000	161.59	66.20	11.95	0.35	2.00	\$242.09
31,000	166.23	68.37	11.95	0.35	2.00	\$248.90
32,000	170.87	70.54	11.95	0.35	2.00	\$255.71
33,000	175.51	72.71	11.95	0.35	2.00	\$262.52
34,000	180.15	74.88	11.95	0.35	2.00	\$269.33
35,000	184.79	77.05	11.95	0.35	2.00	\$276.14
36,000	189.43	79.22	11.95	0.35	2.00	\$282.95
37,000	194.07	81.39	11.95	0.35	2.00	\$289.76
38,000	198.71	83.56	11.95	0.35	2.00	\$296.57
39,000	203.35	85.73	11.95	0.35	2.00	\$303.38
40,000	207.99	87.90	11.95	0.35	2.00	\$310.19
41,000	212.63	90.07	11.95	0.35	2.00	\$317.00
42,000	217.27	92.24	11.95	0.35	2.00	\$323.81
43,000	221.91	94.41	11.95	0.35	2.00	\$330.62
44,000	226.55	96.58	11.95	0.35	2.00	\$337.43
45,000	231.19	98.75	11.95	0.35	2.00	\$344.24
46,000	235.83	100.92	11.95	0.35	2.00	\$351.05

City of
Glenpool
Residential Water
Rates
Revised
10/1/2014



47,000	240.47	103.09	11.95	0.35	2.00	\$357.86
48,000	245.11	105.26	11.95	0.35	2.00	\$364.67
49,000	249.75	107.43	11.95	0.35	2.00	\$371.48
50,000	254.39	109.60	11.95	0.35	2.00	\$378.29
51,000	258.69	111.77	11.95	0.35	2.00	\$384.76
52,000	262.99	113.94	11.95	0.35	2.00	\$391.23
53,000	267.29	116.11	11.95	0.35	2.00	\$397.70
54,000	271.59	118.28	11.95	0.35	2.00	\$404.17
55,000	275.89	120.45	11.95	0.35	2.00	\$410.64
56,000	280.10	122.62	11.95	0.35	2.00	\$417.02
57,000	284.31	124.79	11.95	0.35	2.00	\$423.40
58,000	288.52	126.96	11.95	0.35	2.00	\$429.78
59,000	292.73	129.13	11.95	0.35	2.00	\$436.16
60,000	296.94	131.30	11.95	0.35	2.00	\$442.54

EXHIBIT 4

Attached hereto and incorporated by reference is a copy of all Applications for Water Service within the "Glenpool Territory" Creek-2 approved during the Billing Cycle.

585-57.ex4-creek-2:tf

**Exhibit 6 to Settlement Agreement
Agreed Upon Procedures for Mandatory Annual Audit**

The Auditor shall apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated October __, 2014, with an Effective Date of __, 20__, provided that the Auditor 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.

The Agreement states, in part, that Creek-2 and Glenpool are obligated to issue an independently prepared report within no later than 90 days following the end of each successive Auditable Period (each 12 month period beginning February 1, 2015).

The procedures to be performed by the Auditor include:

With Respect to Glenpool's Records

1. The Auditor shall gain an 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 the Auditor in writing.
2. The Auditor shall obtain building permit records for all new construction within the Permissive Area during the Auditable 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.
3. The Auditor shall calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. The Auditor shall reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. The Auditor shall 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 Auditable Period are correct. The Auditor shall reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. The Auditor shall obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

**Exhibit 6 to Settlement Agreement
Agreed Upon Procedures for Mandatory Annual Audit**

6. During the initial Auditable Period, the Auditor shall review and report on the accuracy of the information included in Glenpool's Baseline Customer Count in the Permissive and Released Areas as reported to Creek-2.

With Respect to Creek-2's Records

1. The Auditor shall gain an 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.
2. The Auditor shall 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.
3. The Auditor shall 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 Auditable Period and reconcile any differences noted.
4. During the initial Auditable Period, the Auditor shall review and report on the accuracy of the information included in Creek-2's Baseline Customer Count in the Permissive and Released Areas as reported to Glenpool.

Procedures Applicable to Creek-2 and Glenpool

1. The Auditor shall apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated October __, 2014, with an Effective Date of _____, 20 __, provided that the Auditor 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. AU 350 is attached hereto for reference.
2. The Auditor shall perform any other procedures the Auditor deems reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.
3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

Exhibit 6 to Settlement Agreement
Agreed Upon Procedures for Mandatory Annual Audit

4. If, for any reason, the Auditor is unable to complete these procedures, the Auditor will describe any restrictions on the performance of the procedures in the Auditor's report and the Auditor will provide a report which will include the reasons why all the procedures described above could not be performed.

5. The agreed-upon procedures listed above do not constitute an audit the objective of which would be the expression of an opinion on any financial statements of either Creek-2 or Glenpool. Accordingly, the Auditor will not express an opinion on any financial statements of Creek-2 or Glenpool.

6. The report issued by the Auditor, will list the procedures performed and the Auditor's findings. The report is intended solely for the use of Creek-2 and Glenpool, and should not be used or relied upon by anyone other than Creek-2, Glenpool and the United States District Court.

7. The Auditor's report shall contain a paragraph indicating what additional procedures were performed, if not listed above, that the Auditor determined were reasonable or necessary, along with an explanation describing the event, circumstances or request that made such additional procedures reasonable or necessary, including any specific requests for such additional procedures from either of Creek-2 or Glenpool.

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

[1] RURAL WATER DISTRICT NO. 2,)
CREEK COUNTY, OKLAHOMA,)
an agency and legally constituted authority)
of the STATE OF OKLAHOMA,)
)

Plaintiff,)

vs.)

Case No. 11-CV-441-JHP-FHM

[1] CITY OF GLENPOOL, an Oklahoma)
Municipality and [2] THE GLENPOOL)
UTILITY SERVICES AUTHORITY, a)
Public Trust,)
)

Defendants.)

**JOINT MOTION FOR
ORDER PRELIMINARILY APPROVING
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE**

The Parties¹ respectfully submit to the Court this Joint Motion for Order Preliminarily Approving Agreement of Compromise, Settlement and Release for an order preliminarily approving a certain Agreement of Compromise, Settlement and Release reached between the Parties and duly executed by authorized representatives of the Parties on the 13th day of October, 2014 (the "Agreement"). A copy of the Agreement is attached to this Joint Motion as **Exhibit A**.

In support of this Joint Motion, the Parties state as follows:

1. The Agreement was reached between the Parties pursuant to extensive and intensive settlement negotiations conducted from August 1, 2014, through October 13, 2014, under the active supervision of Magistrate Judge T. Lane Wilson. These negotiations represent

¹ The "Parties" means and refers to:

(1) the Plaintiff, Rural Water District No. 2, Creek County, Oklahoma ("Creek-2"); and
(2) the Defendants the City of Glenpool, Oklahoma and the Glenpool Utility Service Authority (collectively and individually referenced as "Glenpool" herein.

an attempt by the Parties and Magistrate Wilson to revive negotiations that failed following the Settlement Conference on the 4th day of June, 2013, pursuant to the Settlement Conference Order of this Court dated the 26th day of March, 2013 (Dkt. #45).

2. The Agreement was properly approved and executed by duly authorized representatives of the Parties meeting in duly noticed joint special meeting on the 13th day of October 2014.

3. The Agreement shall not become binding and effective until accepted and approved by the Secretary of the USDA/Rural Development and the Oklahoma Water Resources Board, subject to proper notice.

4. The Agreement is fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties.

For the foregoing reasons, the Parties respectfully move the Court to enter an order to the following effect:

1. Preliminarily finding that the Agreement is fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties and is therefore preliminarily approved subject to the foregoing required agency approvals and further order of the Court;

2. Setting a settlement fairness hearing on the Agreement;

3. Prescribing a method and manner of giving Notice of the settlement fairness hearing to be conducted; and

4. Prescribing a method and manner for objections to the Agreement to be presented.

A suggested proposed Order Preliminary Approving Agreement of Settlement, Compromise and Release is delivered herewith for the convenience of the Court.

RESPECTFULLY SUBMITTED:

FOR THE PLAINTIFF

STEVEN M. HARRIS, OBA #3913
MICHAEL D. DAVIS, OBA #11282
DOYLE & HARRIS DAVIS & HAUGHEY
1350 SOUTH BOULDER, SUITE 700
TULSA, OK 74119
(918) 592-1276
(918) 592-4389

FOR THE DEFENDANTS

MICHAEL LINSKOTT OBA# 17266
LINDA MARTIN OBA# 5732
KENNETH SHORT OBA # 22712
DESTYN D. STALLINGS OBA # 31718
DOERNER, SAUNDERS, DANIEL & ANDERSON, LLP
2 WEST 2ND STREET, SUITE 700
TULSA, OK 74103
TEL. (918) 591-5313
FAX (918) 925-5313

And

LOWELL L. PETERSON OBA# 22839
CITY OF GLENPOOL
THE GLENPOOL UTILITY SERVICES AUTHORITY
12205 S. YUKON AVENUE
P.O. BOX 70
GLENPOOL, OK 74033
TEL. (918) 209-4647
FAX (918) 322-4641

[Exhibit A Settlement Agreement and proposed Order to be attached.]
585-57.jt.motion-approveagreemt:tf

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

[1] RURAL WATER DISTRICT NO. 2,
CREEK COUNTY, OKLAHOMA,
an agency and legally constituted authority
of the STATE OF OKLAHOMA,

Plaintiff,

vs.

Case No. 11-CV-441-JHP-FHM

[1] CITY OF GLENPOOL, an Oklahoma
Municipality and [2] THE GLENPOOL
UTILITY SERVICES AUTHORITY, a
Public Trust,

Defendants.

NOTICE OF SETTLEMENT FAIRNESS HEARING

Notice is hereby given that a Settlement Fairness Hearing in the captioned matter will be held in the United States District Court for the Northern District Of Oklahoma, before the Honorable James H. Payne, U.S. District Judge, , on the ____ day of _____, 2014 at ____ : ____ .M. to determine whether the Agreement of Settlement, Compromise and Release ("Settlement Agreement") proposed jointly by the Plaintiff and the Defendants in the captioned matter should be approved by the Court as fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties.

BASIS FOR HEARING

Plaintiff in the captioned matter is the Creek County Rural Water District No. 2. Defendants are the City of Glenpool and the Glenpool Utility Services Authority. The details of the Settlement Agreement have been presented to the Court by the undersigned Counsel for the Plaintiff and the Defendants, and the Court has preliminarily approved the Settlement Agreement subject to the conduct and outcome of the Settlement Fairness Hearing hereby noticed. At the Settlement Fairness Hearing, the Court will hear evidence and argument to determine whether the Settlement Agreement is fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties and should be approved by the Court and Judgment entered thereon. At the Settlement Fairness Hearing, the Court will hear parties with an interest in the Settlement Agreement. If finally approved by the Court, the Settlement Agreement will bind the Plaintiff and the Defendants and Judgment will be entered thereon. All pending litigation between the parties will thereby be concluded.

NATURE OF THE DISPUTE

The case proposed to be settled by the Settlement Agreement is a dispute between the Plaintiff and the Defendants with respect to water delivery service within the city limits of the City of Glenpool and such other areas as may be enclosed by the Glenpool "fenceline." Plaintiff alleges that Defendants have breached a certain previous Agreement of Settlement, Compromise and Release; have unlawfully served water customers who, by right conferred by 7 U.S.C. § 1926(b), ought to be the exclusive water customers of the Plaintiff; and have unlawfully annexed certain territories for the purpose of unlawfully serving water customers who may reside in those territories. Defendants dispute each and every claim of the Plaintiff.

SUMMARY OF THE SETTLEMENT AGREEMENT

The Settlement Agreement provides for a long-term relationship between and among the Plaintiff and the Defendants, regarding future annexations to the City of Glenpool as may occur in the Glenpool "fenceline," and the service territory of the Plaintiff. Because the Plaintiff enjoys the benefit of federal protection under 7 U.S.C. § 1926(b) for so long as Creek-2 has outstanding indebtedness to the federal government, future City of Glenpool expansion into the fenceline area would in all cases (whether or not this litigation had ever transpired) require an accommodation to be reached with the Plaintiff. Under the terms of the proposed Settlement Agreement, Defendants agree to pay the Plaintiff the sum of \$500,000.00 within 90 days of the Effective Date of the Settlement Agreement, to be followed by four consecutive \$125,000.00 payments on or before each of the immediately following four anniversary dates of the Settlement Agreement. Defendants also agree to pay the Plaintiff certain Meter Connection Fee and Royalty payments for the consideration of being able to serve water customers in the Permissive Area, as defined by the Settlement Agreement, without objection by the Plaintiff for the term of the Settlement Agreement (fixed at 37 years from the Effective Date). Plaintiff agrees that Defendants shall have the right to serve their water customers in the Released Area, as defined by the Settlement Agreement, without objection by Plaintiff from the Effective Date into perpetuity. Defendants shall also have unlimited right to subscribe new customers in the Released Area, with the exception of certain "Reserved Creek-2 Water Customers." Plaintiff further agrees to administer the billing for wastewater collection services for such of its water customers who elect to subscribe to Defendants for such services. Plaintiff further agrees that, upon expiration of the term of the Settlement Agreement without default, Plaintiff shall forever waive such 7 U.S.C. § 1926(b) rights as it might otherwise have, to claim exclusive water service in the Glenpool Territory, as defined in the Settlement Agreement. The Settlement Agreement also provides for such additional assurances as a mandatory annual audit of the Parties' records with respect to obligations under the Settlement Agreement and a Performance Security to secure Defendants' payment obligations.

SETTLEMENT NEGOTIATIONS AND FEDERAL/STATE APPROVAL

The Settlement Agreement was reached between the parties pursuant to negotiations conducted under the supervision of United States Magistrate Judge T. Lane Wilson pursuant to a Settlement Conference Order of this Court dated March 26, 2013. The governing bodies of the parties separately approved and executed the Settlement Agreement in duly noticed special meetings held on _____, 2014 (Creek-2 Board of Directors) and _____, 2014 (City Council of Glenpool and Glenpool Utility Services Authority Board of Trustees), subject to approval by the United States Department of Agriculture and the Oklahoma Water Resources Board, and entry of final judgment by the Court.

OBJECTIONS AND STATEMENTS IN SUPPORT OF THE SETTLEMENT

Any person desiring to object to the Settlement Agreement, or to speak in its support, must, as a condition of being heard, file with the Court a written objection or statement of support and serve a copy of such objection or statement of support on the undersigned legal counsel on or before the ____ day of _____, 2014, and must appear at the time and place given for the Settlement Fairness Hearing and present such objection or statement of support to the Court or be forever barred from presenting any such objection or statement.

NOTICE REQUIREMENTS

Creek County Rural Water District No. 2 shall post a copy of this Notice of Settlement Fairness Hearing in a conspicuous and public location at its offices and shall provide a copy hereof by regular U.S. Mail to its benefit unit owners/holders. Creek County Rural Water District No. 2 shall provide a copy of this Notice of Settlement Fairness Hearing to the United States Department of Agriculture and the Oklahoma Water Resources Board.

The City of Glenpool and the Glenpool Utility Services Authority shall post a copy of this Notice of Settlement Fairness Hearing in a conspicuous and public location at their respective offices and shall provide a copy hereof by regular U.S. Mail to their water customers. The City of Glenpool and the Glenpool Utility Services Authority shall also have a copy of this Notice of Settlement Fairness Hearing published within a newspaper published and distributed within Tulsa County, Oklahoma.

A copy of the proposed Settlement Agreement is available for viewing at the Office of the Court Clerk of the U.S. District Court, Northern District, Page Belcher Federal Building, 333 W. 4th Street, ROOM 411, Tulsa, OK 74103; or at the District Office of Creek County Rural Water District No. 2, 2425 W. 121st Street, Jenks, OK 74037; or at the Office of the City Clerk, City of Glenpool, 12205 S. Yukon Avenue, Glenpool, OK 74033.

LEGAL COUNSEL FOR THE PARTIES

Attorneys For The Plaintiff:

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Doyle & Harris Davis & Haughey
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Fax (918) 592-4389

Attorneys For The Defendants:

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Linda Martin
Kenneth Short
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2 West 2nd Street, Suite 700
Tulsa, Ok 74103
Tel. (918) 591-5313
Fax (918) 925-5313

And

Lowell L. Peterson
City Of Glenpool
The Glenpool Utility Services Authority
12205 S. Yukon Avenue
P.O. Box 70
Glenpool, Ok 74033
Tel. (918) 209-4647
Fax (918) 322-4641

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

[1] RURAL WATER DISTRICT NO. 2,)
CREEK COUNTY, OKLAHOMA,)
an agency and legally constituted authority)
of the STATE OF OKLAHOMA,)

Plaintiff,)

vs.)

Case No. 11-CV-441-JHP-FHM

[1] CITY OF GLENPOOL, an Oklahoma)
Municipality and [2] THE GLENPOOL)
UTILITY SERVICES AUTHORITY, a)
Public Trust,)

Defendants.)

**ORDER PRELIMINARILY APPROVING
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE**

On this ____ day of _____ 2014, after review and consideration of the Parties'¹ Joint Motion for Order Preliminarily Approving Agreement of Compromise, Settlement and Release, and a copy of the Agreement attached thereto as Exhibit A, [Dkt. ____], the Court finds as follows:

FINDINGS:

1. This case was brought pursuant to a Complaint filed by Creek-2 on the 14th day of July, 2011 (Dkt. 1). Glenpool's Second Motion to Dismiss pursuant to 28 U.S.C. § 1447(c) for lack of subject matter jurisdiction (Dkt. 18) was granted the 31st day of October, 2011, and the Court entered judgment for Glenpool on the 8th day of November, 2011 (Dkt. 26). In accordance with Judgment entered by the Tenth Circuit Court of Appeals (Dkt. 35) on the 21st day November, 2012, the judgment of this Court was reversed and the case was remanded to this Court and

¹ The "Parties" means and refers to:

- (1) the Plaintiff, Rural Water District No. 2, Creek County, Oklahoma ("Creek-2"); and
- (2) the Defendants the City of Glenpool, Oklahoma and the Glenpool Utility Service Authority (collectively and individually referenced as "Glenpool" herein.

reopened on the 11th day of December, 2012. Due to the prospect of a settlement between the Parties, this Court entered an Administrative Closing Order on the 21st day of August, 2014 (Dkt. 108).

2. A settlement has been reached between the Parties pursuant to settlement negotiations conducted under the supervision of United States Magistrate Judge T. Lane Wilson (Agreement of Compromise, Settlement and Release, the “Agreement”).

3. The Agreement preliminarily appears to be fair, adequate and fully supported by law and constitutes a reasonable and equitable settlement of the claims between the Parties.

IT IS THEREFORE HEREBY ORDERED:

1. The Court preliminarily approves the Agreement, subject to a settlement fairness hearing and further order of this Court.

2. A settlement fairness hearing shall be held at ____ A.M./P.M. on the ____ day of _____, 20____ (the “Settlement Fairness Hearing”) to determine whether the Agreement should be approved by this Court as fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties.

3. Notice of the Settlement Fairness Hearing (“Notice”) shall be given as follows within ten calendar days of the entry of this Order:

a. Creek-2 shall post a copy of the Notice in the form attached hereto as Exhibit A in a conspicuous and public location within each of its offices and shall provide a copy thereof by regular U.S. Mail to its benefit holders.

b. Creek-2 shall provide a copy of the Notice to the United States Department of Agriculture and the Oklahoma Water Resources Board.

c. Glenpool shall post a copy of the Notice in a conspicuous and public location

within each of its offices and shall provide a copy thereof by regular U.S. Mail to its water customers.

d. Glenpool shall also have a copy of the Notice published within a newspaper published and distributed within Tulsa County, Oklahoma.

4. Objections to the Agreement may be presented at the Settlement Fairness Hearing set for above.

JAMES H. PAYNE, U.S. DISTRICT COURT
JUDGE, NORTHERN DISTRICT, OKLAHOMA

APPROVED BY:

STEVEN M. HARRIS, OBA #3913
MICHAEL D. DAVIS, OBA #11282
DOYLE & HARRIS DAVIS & HAUGHEY
1350 SOUTH BOULDER, SUITE 700
TULSA, OK 74119
(918) 592-1276
(918) 592-4389

ATTORNEYS FOR THE PLAINTIFF

MICHAEL LINSOTT OBA# 17266
LINDA MARTIN OBA# 5732
KENNETH SHORT OBA # 22712
DESTYN D. STALLINGS OBA # 31718
DOERNER, SAUNDERS, DANIEL & ANDERSON, LLP
2 WEST 2ND STREET, SUITE 700
TULSA, OK 74103
TEL. (918) 591-5313
FAX (918) 925-5313

And

LOWELL L. PETERSON OBA #22839
CITY OF GLENPOOL
THE GLENPOOL UTILITY SERVICES AUTHORITY
12205 S. YUKON AVENUE
P.O. BOX 70
GLENPOOL, OK 74033
TEL. (918) 209-4647
FAX (918) 322-4641

ATTORNEYS FOR THE DEFENDANTS

[Exhibit A will be Notice]

**AGREEMENT OF TRANSITION OF WATER SERVICE
FROM CREEK-2 TO GLENPOOL**

THE PARTIES HERETO are: (1) Creek County Rural Water District No. 2 ("Creek-2"); (2) the City of Glenpool and the Glenpool Utility Services Authority (collectively "Glenpool"); and (3) the following current Creek-2 Water Customer:

[all necessary identifying information, to include at least name, service address and Creek-2 account number] ("Customer").

WHEREAS the Customer wishes to make a transition of water service from delivery of such water service by Creek-2 to delivery of water service by Glenpool.

The Parties hereby agree as follows:

1. Creek-2 hereby releases Glenpool of all claims by Creek-2 that could arise from such transition.
2. Glenpool warrants to Creek-2 and the Customer, that the Customer will be treated as if the Customer were a Permissive Area customer under the Settlement Agreement, and Glenpool agrees to pay Creek-2 the Meter Connection Fee and monthly Royalty Fee associated with the transitioning Customer as established by the Settlement Agreement.
3. Customer hereby releases Creek-2 from any claims of/by the Customer (known or unknown) whatsoever, including, but not limited to, any claim that Customer is entitled to a refund or return of sums paid for the Customer's Benefit Unit.
4. Neither Creek-2 nor Glenpool shall have any responsibility to refund to the Customer, the Benefit Unit fee paid by Customer or any predecessor customer.
5. In the event of transition, Creek-2 shall retain its lines, meters and other infrastructure, including easement rights held by Creek-2, as Creek-2's sole and exclusive property and that the cost of any transition shall be the sole obligation of Glenpool and Customer, and none of such cost shall be the obligation of Creek-2. Notwithstanding, the foregoing Glenpool shall be permitted access to and use of any easement held/owned by Creek-2 pursuant to Section 11(e) of the Agreement of Compromise, Settlement and Release between Creek-2 and Glenpool.
6. Customer shall pay, all reasonable costs incurred by Creek-2 associated with removing the Creek-2 meter and modifications to related infrastructure associated with water service to Customer (i.e. capping a line, etc.).
7. Except as otherwise provided herein, each party to this Agreement shall bear their respective costs and attorneys' fees, if any.
8. This Agreement shall inure to the benefit of and be binding upon all successors and assigns of the parties hereto.
9. This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of the State of Oklahoma.
10. In the event of any controversy or dispute relating to or arising out of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses, including without limitation attorneys' fees and other costs actually incurred.
11. This Agreement together sets forth the entire understanding between the parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.
12. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in a subsequent written agreement signed by all the parties to this Agreement.
13. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.
14. This Agreement does not grant any rights to any person or entity, not a party to this Agreement.

15. Glenpool and Creek-2 warrant that they have followed all technical and statutory requirements associated with public entities (proper posting of an agenda, public meeting, public vote, etc.) in gaining the approval and signatures necessary to make this a binding agreement.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____
Name: _____
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Name: _____
Position: _____

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Name: _____
Position: _____

CUSTOMER

Signature: _____ Dated: _____
Name: _____

585-57.transferagreemt-final:tf

**NOTICE CONCERNING APPLICATIONS FOR WATER SERVICE
IN "GLENPOOL TERRITORY"**

Your property has been determined to be located within the "Glenpool Territory" as depicted on the attached map. If the service location has never been provided domestic water service by Glenpool Utilities Service Authority ("Glenpool") or Creek County Rural Water District No. 2 ("Creek-2") you have the right to choose either Creek-2 or Glenpool to be your domestic water service provider.

This Notice must be attached to the front of all Applications received from a potential customer if the property to be served is within the "Glenpool Territory".

ACKNOWLEDGMENT

I, _____ [print name], acknowledge that I received a copy of this Notice when I was provided the _____ [Glenpool or Creek-2] Water Application and Contract.

Signature

**AGREEMENT OF “SHARED UTILITY CUSTOMER”
(CREEK-2 WATER / GLENPOOL
WASTEWATER COLLECTION SERVICES) WITH CREEK-2 AND GLENPOOL**

THE PARTIES HERETO are: (1) Creek County Rural Water District No. 2 (“Creek-2”); (2) the City of Glenpool and the Glenpool Utility Services Authority (collectively “Glenpool”); and (3) the following current Creek-2 Water Customer:

_____ [all necessary identifying information, to include at least name, service address and Creek-2 account number] (“Customer,” together with Glenpool and Creek-2, the “Parties”).

WHEREAS, the Customer wishes to continue to receive water service from Creek-2, but utilize wastewater collection (sanitary sewer) services provided by Glenpool, thereby becoming a “Shared Utility Customer” as that term is defined in a certain Agreement of Settlement, Compromise and Release executed by Creek-2 and Glenpool (the “Settlement Agreement”) and

WHEREAS, Creek-2 has agreed with Glenpool that Creek-2 shall bill and collect for Glenpool wastewater collection services provided to such Shared Utility Customers in all incorporated areas of Glenpool that are located within either of the “Permissive Area” or the “Released Area” as those terms are defined in the foregoing Settlement Agreement, subject to the conditions set forth in this agreement.

THEREFORE, the Parties hereby agree as follows:

1. The Customer’s property where the water and wastewater collection services (“Combined Services”) are to be provided is within the “Glenpool Territory” as defined in the Settlement Agreement.

2. Creek-2 and Glenpool agree that they will comply with all applicable federal, state and local laws, regulations, policies and procedures related to the provision of the Combined Services.

3. The Customer will accept and honor all billings submitted by Creek-2 for wastewater collection services provided by Glenpool.

4. If the Customer fails to pay any portion of any bill submitted by Creek-2 to said Customer, regardless of whether the portion not paid related to water or wastewater collection service, Creek-2 shall be permitted to terminate water service to said Customer until all obligations associated with the Combined Services, plus applicable assessments, interest, penalty and re-connection fees, if any, are paid in full.

5. Customer shall pay directly to Glenpool all reasonable costs incurred by Glenpool associated with connecting the Customer’s property to Glenpool infrastructure associated with providing wastewater collection service to Customer’s property directly to Glenpool as a condition for commencing wastewater collection service. Glenpool has the right to collect all such payments from the Customer before such connection is made. Such payments shall be substantially the same as those payments required of any of Glenpool’s other utility customers who are connected to the Glenpool wastewater collection system.

6. Creek-2 shall bill and collect for Glenpool wastewater collection services provided

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

to the Customer and shall remit corresponding payments to Glenpool, provided that such payments are due to Glenpool regardless of whether Creek-2 is successful in collecting the payment of such bills from the Customer.

7. Creek-2 shall affirmatively condition the initiation of water service to any subsequent water customers at the Customer's address connected to the Glenpool wastewater collection system upon the execution of an agreement similar in scope to this agreement.

8. Creek-2 and Glenpool hereby release each other of all claims that could arise from the provision of the Combined Services.

9. Except as otherwise provided herein, each party to this agreement shall bear their respective costs and attorneys' fees, if any.

10. This agreement shall inure to the benefit of and be binding upon all successors and assigns of the Parties.

11. This agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of the State of Oklahoma.

12. In the event of any controversy or dispute relating to or arising out of this agreement, the prevailing party shall be entitled to recover reasonable costs and expenses, including without limitation attorneys' fees and other costs actually incurred.

13. This agreement sets forth the entire understanding between and among the Parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.

14. No term or provision of this agreement may be amended, waived, released, discharged or modified in any respect except in a subsequent written agreement signed by all the Parties.

15. This agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

16. This agreement does not grant any rights to any person or entity, not a party to this agreement.

17. Glenpool and Creek-2 warrant that they have followed all technical and statutory requirements associated with public entities (proper posting of an agenda, public meeting, public vote, etc.) in gaining the approval and signatures necessary to make this a binding agreement.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Name: _____

Position: President of the Board of Directors

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

CITY OF GLENPOOL

Signature: _____ Dated: _____
Name: _____
Position: _____

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Name: _____
Position: _____

CUSTOMER

Signature: _____ Dated: _____
Name: _____

RESOLUTION NO. 14-11-02

RESOLUTION OF THE CITY COUNCIL OF GLENPOOL APPROVING AN INCREASE IN THE RATES CHARGED FOR WATER DELIVERY SERVICES WITHIN AREAS OF THE GLENPOOL FENCELINE NOT INCORPORATED AS OF MARCH 2, 2012, AND SERVED BY THE GLENPOOL UTILITY SERVICES AUTHORITY PURSUANT TO THE 'AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE' BETWEEN CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY APPROVED AND EXECUTED NOVEMBER 10, 2014 (SUCH UNINCORPORATED AREAS BEING DEFINED AS THE 'PERMISSIVE AREA' IN SAID AGREEMENT)

WHEREAS, the Code of the City of Glenpool, at Section 9-1-11 (C), provides that water delivery service rates shall be established by the City Council; and

WHEREAS, such rates are established based upon operating expenses and necessary revenue to operate water distribution facilities and provide safe potable water to the residents and businesses of Glenpool; and,

WHEREAS, the City of Glenpool and the Glenpool Utility Services Authority (collectively, "Glenpool") have, on November 10, 2014, entered into a certain Agreement Of Compromise, Settlement And Release ("Agreement") with the Creek County Rural Water District No. 2 ("Creek-2") for the purpose of resolving all outstanding litigation between the parties and which provides, in pertinent part, that Glenpool will remit to Creek-2 on a monthly basis a Royalty payment of \$7.75 per billing cycle per active Glenpool account water meter functioning within unincorporated areas of the Glenpool fenceline as such unincorporated areas existed as of March 2, 2012 (the "Permissive Area"), subject to an annual increase based on the Consumer Price Index for Urban ("CPI-U") ; and

WHEREAS, the cost to the City of Glenpool of providing potable water for any customers served within said Permissive Area has risen by an amount corresponding to such Royalty payment; and

WHEREAS, the City of Glenpool, by and through its utility trust authority, the Glenpool Utility Services Authority, has determined that present revenue rates for water delivery service within said Permissive Area are less than sufficient to provide for and maintain water delivery service to users of such services and it is therefore an economic necessity for the City of Glenpool to increase its water delivery service rates.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL THAT:

- § 1. Effective as of the Effective Date of the Agreement in accordance with §§ 4 and 5 of this Resolution, water delivery service rates for service to all currently existing and future water service customers provided Glenpool water delivery service within the Permissive Area, as that term is defined by the Agreement and as depicted on **Exhibit A** to this Resolution, will increase by a surcharge of \$7.75 over and above water rates charged to customers within the Glenpool city limits as they existed on March 2, 2012 (defined in the Agreement as the "Released Area").
- § 2. Such surcharge will increase without further action by the Council, until revoked by later action, by an amount equivalent to the same annual CPI-U increase applicable to Royalty payments due Creek-2 in accordance with the Agreement.

- § 3. The City of Glenpool, by and through its utility trust authority, the Glenpool Utility Services Authority, shall make every feasible effort to maintain water costs at the minimum level necessary to meet water requirements and to properly manage assets of the City.
- § 4. The Agreement will not be binding or effective until all of the following conditions precedent have been met: (i) approval and adoption by the Glenpool City Council and the Board of Trustees of the Glenpool Utility Services Authority; (ii) approval and adoption by the Creek-2 Board of Directors; (iii) approval of the Oklahoma Water Resources Board ("OWRB") and USDA/Rural Development ("USDA") or, at a minimum, a written acknowledgement issued by OWRB and USDA that they have no objection and no opposition to the Parties entering into this Agreement ; and (iv) entry of final judgment in the Federal Suit to which the Agreement pertains in the District Court in full compliance with the terms and conditions set forth in Section 4 of the Agreement. The Effective Date of the Agreement will be the date upon which all foregoing conditions precedent have been met.
- § 5. This Resolution shall take effect on the Effective Date of the Agreement as defined in § 4 and in the Agreement.
- § 6. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 10th day of November 2014.

Momodou Ceesay, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, November 10, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Severn Trent Report -Matt Lail, Project Manager, Severn Trent Environmental Services
- D)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from October 6, and October 13, 2014.
 - 2)** Discussion and possible action to approve 2015 Schedule of Regular Meetings.
 - 3)** Discussion and possible action by the Glenpool Utility Services Authority Board of Trustees to adopt Resolution No. 14-11-01, approving and authorizing execution and implementation of the 'Agreement of Compromise, Settlement and Release' between Creek County Rural Water District No. 2 and the City of Glenpool and the Glenpool Utility Services Authority, for the purpose of resolving and dismissing all claims between the parties, including those in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM].
(Lowell Peterson, Trust Attorney)
- E)** Adjournment.

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

Signed: _____
Clerk



October 2014
Monthly Operations Report
And
Historical Data Tracking Report

Prepared For the City of Glenpool Ok



Created by:
Severn Trent Services

Report



Date: October 29, 2014
To: City of Glenpool
From: Matt Lail, Severn Trent Project Manager
Subject: October 2014 Monthly Report, &
Historical Data Tracking

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

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

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

- I. Overview of the month,
- II. Permit Excursions (Water & Wastewater),
- III. Key Operating Issues,
- IV. Annual Maintenance & Material Cap Summary,
- V. Monthly Maintenance & Material Cap Expense Summary, and
- VI. Fire Hydrant Summary.

I. Overview of Month:

- Through the month the Maintenance & Material Caps totaled \$32,950.41.
- Started reading meters on Oct. 1, 2014.
- Completed 144 service orders.
- We had 131 turn-offs, 90 re-reads, & 13 blue tags.
- Completed 5 new service taps, & 7 meter swaps.
- We had 19 animal control calls & transferred to Police Dept.
- Performed, and passed Wastewater Treatment Facility Quarterly Bio-Monitoring.

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

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

III. Key Operating Issues:

- Oct. 1-Began new ODEQ monthly Water report.
- Oct. 2-Speedy's Lift Station went down due to a power outage at the station.
- Oct. 3-Received a possible report of a broken pipe discharging from Hickory Lift Station. Call in emergency locates, & will check tomorrow.
- Oct. 3-Received a report of a contractor hitting a 2" water line. Sent crew to respond to call.
- Oct. 6-Got meter reader an I-Phone for documentation purposes.
- Oct. 6-John Bannen was named the new Regional Manager.
- Oct. 7-Will barricade meters at Black Gold Park for Movie in the Park this weekend.
- Oct. 9-Was notified that Shane Jeff was terminated.
- Oct. 13-Braylan Sayre, new meter reader started.
- Oct. 13-Got the new meter reader an I-Phone.
- Oct. 13-Water sample day.
- Oct. 14-Checked road in Brentwood 2 area, 135th Place between Fern & Hickory. There is a depression where the force main was located approximately 15 years earlier. The depression appears to be a settling issue with the compaction, & not a sewer leak or sewer line issue.
- Oct. 14-Contractor for Grandview Apartments called & wants 2" meters.
- Oct. 14-A leak by the school was called in. We checked it & will wait until fall break to perform repairs.
- Oct. 14-Received a call of a possible sewer backup at 680 East 134th Street. Had to call Roto-Rooter.
- Oct. 15-Located a covered up valves in the road by the varsity building, & on College Street. These valves allowed us to facilitate the repair of the water line without having to shut down a very large area.
- Oct. 16-Made repairs to the 6" water line by the school varsity building.
- Oct. 17-Received a report of a water leak at 481 West 148th Place & found a Tee leaking. Repair was made.
- Oct. 18-Received a report of a large meter can cover missing or damaged in the Crossings Phase IV, found out it was a 2" air relief valve that had been knocked off during the pouring of the concrete slab.
- Oct. 22-Received a report of a sewer backup at 955 East 140th Street. Responded to the call & had to call out Roto-Rooter.
- Oct. 23-Sent crew out to clean up & lime area where the sewer overflowed at 955 East 140th Street.
- Oct. 23-Made repairs to meter reader truck. The blower motor was not working. Found connector burned up, & replaced it.
- Oct. 23-Baker Equipment indicated that the Jet Rodder repairs would be complete by the first of next week.

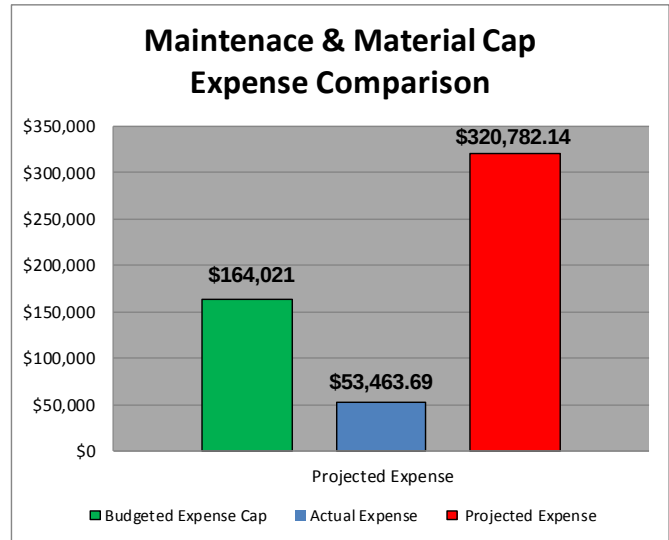
- Oct. 23-Performed monthly Safety Audit. Discovered several issues that will be addressed.
- Oct. 24-While performing check on Fern Lift Station we discovered a blown run capacitor, additionally; we had to re-build vacuum pump # 2.
- Oct. 27-Recived a call about a water leak at 13490 Fern Street. After checking, it appears to be a leak on the customer's side.
- Oct. 27-Took Service Truck back to the shop to check the rear end differential, & the brakes.
- Oct. 27-Met with Kim, Dennis, Darryl, Lowell, Barney, & Susan to discuss the possibility of addressing meter tampering in some other way than is currently being done. It was decided to craft a policy that would allow the City to handle these problems administratively. They are going to consider the change & put some information together for Council to review.
- Oct. 28-The jet-rodder repairs were completed & the machine delivered to the office.

IV. Annual Maintenance & Material Cap Summary



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

Mtc & Material Cap Comparison & Projection	Total Expense
Current Overage Expense	\$0.00
Budgeted Expense Cap	\$164,021.16
Actual Expense	\$53,463.69
Projected Expense	\$320,782.14

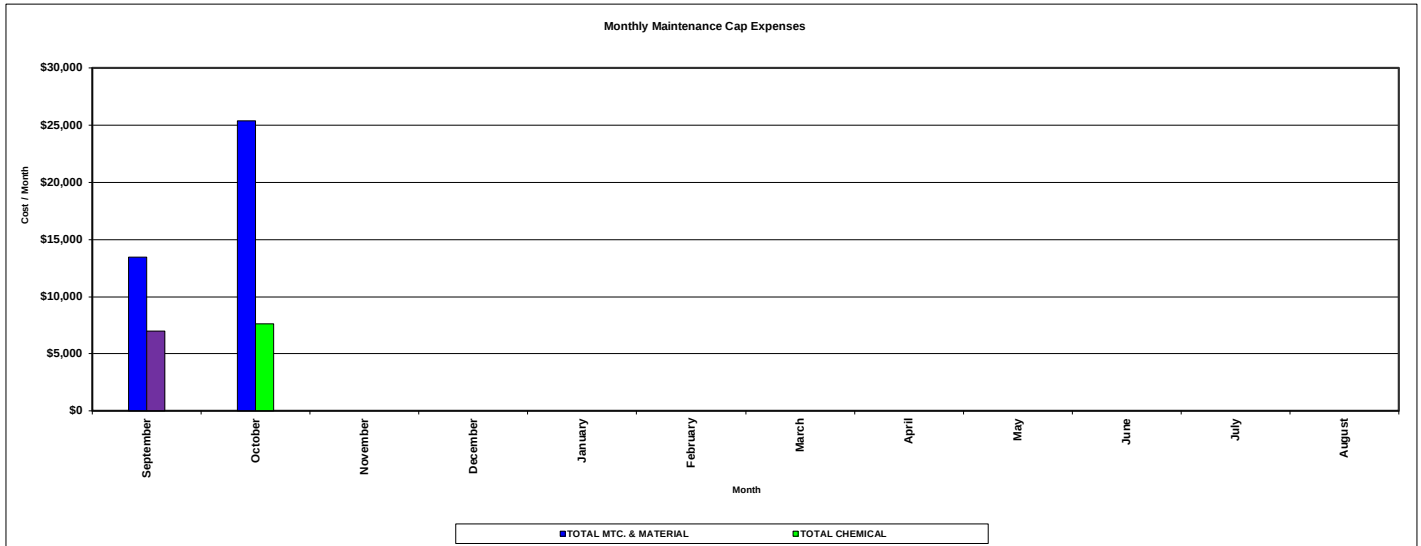


V. Monthly Maintenance & Material Cap Expense Summary



MONTHLY MAINTENANCE EXPENSE SUMMARY

EXPENSE ITEM	September 2014	October 2014	November 2014	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	TOTAL	AVERAGE
TOTAL MTC. & MATERIAL	\$13,478.02	\$25,383.82											\$38,861.84	\$19,430.92
TOTAL CHEMICAL	\$6,970.41	\$7,631.44											\$14,601.85	\$7,300.93
TOTAL MAINTENANCE CAP	\$20,448.43	\$33,015.26											\$53,463.69	\$26,731.85
% of TOTAL MC	12.5%	20.1%											32.6%	16.3%



Of the above total, \$9,300 has been expensed for Fire Hydrant repair / replacement, \$6,300 for Rot- Rooter & Vactor Truck usage, \$14,800 for Chemical, & \$12,500 for Water Line Repair & Meter purchases (Grandview Apt. etc...)

VI. Fire Hydrant Summary

We have not performed any fire hydrant repair / replacement through the month of October as a result of inclement weather conditions early in the month, & scheduling conflicts with city personnel later in the month. Additionally, this program will be halted until further notice. We have received instructions to cease all non-essential spending.

**MINUTES
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR SESSION
October 6, 2014**

The Regular Session of the Glenpool Utility Service Authority was held at 7:20 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

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

Also present: Matt Lail with Severn Trent Environmental Services; and John D. Weidman with Hilborne & Weidman

A. Chairman Ceesay called the meeting to order at 7:20 p.m.

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

C. Severn Trent Report

- Mr. Matt Lail, Severn Trent Project Manager submitted the monthly operations report for September 2014. The report included graphs demonstrating a historical month to month data comparison.

D. Scheduled Business:

- 1. Discussion and possible action to approve minutes from September 2, and September 15, 2014 meetings.**

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

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

AGAINST: None

Motion carried.

- 2. Discussion and possible action to retain the services of John D. Weidman, Bond Counsel, to service as the City's advisor for purposes of ensuring compliance with municipal securities regulations requiring issuers to provide continuing disclosure of matters potentially affecting the tax-exempt status of bonds issued, and authorizing Chairman Ceesay to sign the engagement letter.**

Mr. Weidman detailed the services that will be performed for GUSA through the office of Hilborne & Weidman, to ensure regulatory compliance.

MOTION: Trustee Fox moved, second by Trustee Agee to retain the services of Hilborne & Weidman for the purposes of compliance, related to the tax exempt bonds and authorize Chairman Ceesay to sign the engagement letter.

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

AGAINST: None

Motion carried

- 3. Discussion and possible action to approve and adopt certain Written Procedures Regarding Post-Issuance Compliance by The Glenpool Utility Services Authority and a corresponding Compliance Procedure Checklist assigning duties and time limitations to the appropriate parties.**

MOTION: Vice Chairman Korb moved, second by Trustee Agee to adopt the Written Procedures Regarding Post-Issuance Compliance and Compliance Procedure Checklist as presented.

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

AGAINST: None

Motion carried

E. Adjournment.

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:43 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL CITY COUNCIL
AND
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL JOINT MEETING
TOGETHER WITH THE BOARD OF DIRECTORS OF
CREEK COUNTY RURAL WATER DISTRICT NO. 2
October 13, 2014**

A Special Joint Session of the Glenpool City Council and Glenpool Utility Services Authority together with the Board of Directors of Creek County Rural Water District No. 2 was held on Monday, October 13, 2014, at 6:00 p.m., at the Administration Conference Room, Glenpool City Hall, 12205 S Yukon Ave, Glenpool, OK.

Councilors/Trustees present were: Momodou Ceesay, Mayor/Chairman; Alyce Korb, Vice-Mayor/Vice-Chair; Tim Fox, Councilor/Trustee; Patricia Agee, Councilor/Trustee; and Jennifer Ballew, Councilor/Trustee.

Staff present was: Roger Kolman, City Manager; Lowell Peterson, City/Trust Attorney and Susan White, City Clerk/Trust Secretary.

Also present for the City was Michael S. Linscott, Special Counsel.

Members of the Creek County Rural Water District # 2 Board present were: Bergan Young, President; Bill Martin; Vice President; Larry Bayouth, Secretary; Charles Volturo, Treasurer; Pat Scott, Member; Roy Kirby, Member; and Harvey Morris, Member.

Creek-2 Staff present was: Dorothy Greek, District Manager; Marty Lademann, Field Supervisor.

Also present for the District was Steve Harris, District Legal Counsel.

The following business was conducted:

- A. Mayor/Chairman Ceesay called the meeting to order at 6:02 p.m.**
- B. Susan White, City Clerk/Trust Secretary called the roll. Mayor/Chairman Ceesay declared a quorum.**
- C. Scheduled Business**
 - 1. Discussion and possible action to enter into Executive Session.**

Lowell Peterson, City/Trust Attorney briefly reviewed the purpose of the Executive Session and its permissibility under the Open Meeting Act.

MOTION: Councilor/Trustee Agee moved, second by Councilor/Trustee Ballew, to enter into Executive Session.

FOR: Councilor/Trustee Fox; Councilor/Trustee Agee; Councilor/Trustee Ballew; Vice Mayor/Vice Chair Korb; Mayor/Chairman Ceesay

AGAINST: None

Motion carried.
 - 2. Executive Session for the purpose of discussing confidential communications between and among (i) the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, represented by the City/Trust Attorney and Special Counsel; and (ii) the Creek County Rural Water District No. 2 Board of Directors, represented by its legal counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title**

25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of terms and conditions of that certain “Agreement of Compromise, Settlement and Release” between Creek County Rural Water District No. 2 and the City of Glenpool and the Glenpool Utility Services Authority as negotiated in accordance with terms and conditions discussed in Executive Session and agreed upon in substance in open session on Wednesday, August 20, 2014, for the purpose of resolving and entering an agreed upon judgment with respect to all claims in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM] and withdrawing or dismissing all state appellate proceedings [Oklahoma Supreme Court, Case No. 111,820].

Susan White, City Clerk/Trust Secretary took separate minutes of the Executive Session that will be kept under seal.

3. Possible action to reconvene in Special Session.

Mayor/Chairman Ceasay called for the motion.

MOTION: Councilor/Trustee Agee moved, second by Councilor/Trustee Fox, to reconvene in Special Session at 6:59 p.m.

FOR: Councilor/Trustee Agee; Councilor/Trustee Ballew; Councilor/Trustee Fox; Vice Mayor/Vice Chair Korb; Mayor/Chairman Ceasay

AGAINST: None

Motion carried.

4. Discussion and possible joint action by the Glenpool City Council and the Glenpool Utility Services Authority Board of Trustees to adopt Resolution No. 14-10-02, “Joint Resolution Of The City Council Of Glenpool And The Board Of Trustees Of The Glenpool Utility Services Authority Approving In Its Entirety, And Authorizing Execution Of, An ‘Agreement Of Compromise, Settlement And Release’ Between Creek County Rural Water District No. 2 And The City Of Glenpool And The Glenpool Utility Services Authority,” as such Agreement of Compromise, Settlement and Release has been negotiated in accordance with terms and conditions discussed in Executive Session and agreed upon in substance in open session on Wednesday, August 20, 2014, for the purpose of resolving and entering an agreed upon judgment with respect to all claims in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM] and withdrawing or dismissing state appellate proceedings [Oklahoma Supreme Court, Case No. 111,820], authorizing the Mayor of the City of Glenpool and the Chairman of the Glenpool Utility Services Authority to sign said Agreement on behalf of the City and the Authority, and authorizing legal counsel to take all such other actions as may be necessary, appropriate and in the best interests of the parties in connection with implementing such Agreement.

Lowell Peterson, City/Trust Attorney reviewed the minor changes to the 'Agreement' which were discussed with CCRW District Board and legal counsel Steve Harris. Mr. Peterson recommended a motion to table until the minor changes were fully integrated into the 'Agreement'.

MOTION: Councilor/Trustee Ballew moved, second by Councilor/Trustee Agee, to table action on Resolution No. 14-10-02.

FOR: Councilor/Trustee Ballew; Councilor/Trustee Fox; Councilor/Trustee Agee; Vice Mayor/Vice Chair Korb; Mayor/Chairman Ceasay

AGAINST: None

Motion carried.

5. **Such formalities of execution of the approved “Agreement of Compromise, Settlement and Release” between Creek County Rural Water District No. 2 and the City of Glenpool and the Glenpool Utility Services Authority as legal counsel deem necessary.**

MOTION: Councilor/Trustee Agee moved, second by Councilor/Trustee Ballew, to table execution of the 'Agreement of Compromise, Settlement and Release'.

FOR: Councilor/Trustee Fox; Councilor/Trustee Agee; Councilor/Trustee Ballew; Vice Mayor/Vice Chair Korb; Mayor/Chairman Ceesay

AGAINST: None

Motion carried.

6. **Discussion and possible action by the City Council to approve and adopt Resolution No. 14-10-03, “Resolution Of The City Council Of Glenpool Approving An Increase In The Rates Charged For Water Delivery Services Within Areas Of The Glenpool Fenceline Not Incorporated As Of March 2, 2012, And Served By The Glenpool Utility Services Authority Pursuant To The ‘Agreement Of Compromise, Settlement And Release’ Between Creek County Rural Water District No. 2 And The City Of Glenpool And The Glenpool Utility Services Authority Approved And Executed October 13, 2010 (Such Unincorporated Areas Being Defined As The ‘Permissive Area’ In Said Agreement).”**

MOTION: Councilor/Trustee Agee moved, second by Councilor/Trustee Ballew, to table action on Resolution No. 14-10-03.

FOR: Councilor/Trustee Agee; Councilor/Trustee Ballew; Councilor/Trustee Fox; Vice Mayor/Vice Chair Korb; Mayor/Chairman Ceesay

AGAINST: None

Motion carried.

Meeting was adjourned at 7:16 p.m.

Date

Mayor/Chairman

ATTEST:

Susan White, City Clerk/Trust Secretary

**2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2015	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 7, 2015	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

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

APPROVED BY:

GLENPOOL CITY COUNCIL

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 10th day of November 2014

Signed: _____

RESOLUTION NO. 14-11-01

JOINT RESOLUTION OF THE CITY COUNCIL OF GLENPOOL AND THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY APPROVING IN ITS ENTIRETY, AND AUTHORIZING EXECUTION OF, AN 'AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE BETWEEN CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY'

WHEREAS, certain litigation between the Creek County Rural Water District No. 2 ("Creek-2") and the City of Glenpool and the Glenpool Utility Services Authority (collectively, "Glenpool") was brought in the United States District Court, Northern District of Oklahoma (the "Court") (Case No. 11-cv-441-JHP-FHM, the "Federal Suit") pursuant to a Complaint filed by Creek-2 on the 14th day of July 2011; and

WHEREAS, due to the prospect of a settlement between the Parties, the Court entered an Administrative Closing Order on the 21st day of August 2014; and

WHEREAS, a proposed settlement has been reached between the Parties pursuant to extensive and intensive settlement negotiations conducted from August 1, 2014, through October 13, 2014, under the active supervision of Magistrate Judge T. Lane Wilson, as an attempt by the Parties and Magistrate Wilson to revive negotiations that failed following the Settlement Conference on the 4th day of June 2013, pursuant to the Settlement Conference Order of the Court dated the 26th day of March 2013; and

WHEREAS, Glenpool legal counsel, Creek-2 legal counsel and Magistrate Wilson have reviewed the proposed Agreement of Compromise, Settlement and Release between Creek County Rural Water District No. 2 and the City Of Glenpool and the Glenpool Utility Services Authority (the "Agreement") and have advised the Parties that the Agreement appears to be fair, adequate and fully supported by law and a reasonable and equitable settlement of the claims between the Parties; and

WHEREAS, Glenpool and Creek-2 desire to resolve this Federal Suit by adoption of the Agreement.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL AND THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY SITTING IN DULY NOTICED REGULAR SESSION THAT:

- § 1. Subject to such stipulations as are further set forth in this Joint Resolution, the Agreement attached hereto and incorporated as Exhibit A, and the terms thereof and all Exhibits attached thereto, are hereby approved and adopted in their entirety and the Mayor of the City of Glenpool and Chairman of the Board of Trustees of the Glenpool Utility Services Authority are hereby authorized to execute the Agreement and to take or direct all such other actions as may be necessary for its full implementation
- § 2. The Parties shall submit to the Court an approved Consent Judgment ("Judgment") in the form attached to the Agreement and incorporated therein as Exhibit 1, which incorporates by reference all of the obligations recited in the foregoing Agreement, to be entered by the Court as a final judgment. The Judgment filed in the Federal Suit shall provide that the Court has found that the obligations recited in the Agreement and adopted in the Judgment are valid and enforceable, and shall retain jurisdiction to resolve any dispute arising out of any alleged breach

of the Agreement or the terms of the Judgment, to include enforcement of any remedy described in the Agreement or in the Judgment. Entry of judgment, as specified herein and in accordance with the findings of a settlement fairness hearing to be conducted by the Court, is a condition precedent to the effectiveness of the Agreement. The date of entry of judgment shall be deemed the Effective Date of the Agreement, provided that all necessary approvals have been obtained, including those set forth in Section 3 of this Joint Resolution.

- § 3. The Agreement shall not become binding and effective until accepted and approved by the Secretary of the USDA/Rural Development and the Oklahoma Water Resources Board, subject to proper notice.
- § 4. Glenpool acknowledges that the Agreement obligates Glenpool to the payment of certain monetary obligations to Creek-2, expressly to include: (i) a single payment in the amount of \$500,000.00 within 90 days following the Effective Date of the Agreement, as defined herein and therein; (ii) four consecutive annual payments of \$125,000.00, to be made on the first four consecutive anniversary dates of the Effective Date of the Agreement; (iii) certain one-time Meter Connection Fees for each new metered connection within the Permissive Area, as defined by the Agreement; and (iv) certain monthly Royalty payments for each Active Water Connection maintained by Glenpool in the Permissive Area, as those terms are defined by the Agreement.
- § 5. Glenpool, acting by its City Council and its Board of Trustees of the Glenpool Utility Services Authority, hereby expressly finds that the expenditures identified in § 4 hereof constitute a legitimate public purpose and hereby resolve that sufficient funds shall be allocated to such purposes in accordance with all statutory and constitutional budgetary requirements. More particularly, Glenpool finds that the single payment of \$500,000.00 recited above shall be funded in part by proceeds from the sale (the "Sale Proceeds") of certain real property previously owned by the Glenpool Industrial Authority. The purchase money funds were secured by a pledge of net revenues from a schedule of rates provided by the Authority's utility operations together with sales tax proceeds pursuant to a three percent (3%) sales tax levy on an annual basis transferred from the City to the Authority pursuant to a certain Security Agreement entered into between the City and the Authority in connection with \$6,000,000 The Glenpool Utility Services Authority Revenue Bonds, Taxable Series 2008A. Glenpool hereby, and in reliance upon municipal bond counsel, expressly finds that application of the Sale Proceeds for the foregoing purpose is a general public purpose and a purpose for the benefit of the Authority's continued utility operations.
- § 6. This Joint Resolution shall take effect immediately upon its adoption and approval by the City Council and the Board of Trustees of the Glenpool Utility Services Authority.
- § 7. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Joint Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Joint Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 10th day of November 2014.

FOR THE CITY OF GLENPOOL

Momodou Ceesay, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

PASSED AND APPROVED by the Board of Trustees of the Glenpool Utility Services Authority this 10th day of November 2014.

FOR THE BOARD OF TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY

Momodou Ceesay, Mayor

FOR THE GLENPOOL UTILITY SERVICES AUTHORITY

Momodou Ceesay, Chair

ATTEST:

Susan White, Trust Secretary

APPROVED AS TO FORM:

Lowell Peterson, Trust Attorney

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, November 10, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Glenpool Conference Center Report - Lea Ann Reed, Conference Center Director
- D)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from October 6, 2014.
 - 2)** Discussion and possible action to approve the 2015 Schedule of Regular Meetings.
- E)** Adjournment.

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

Signed: _____
City Clerk



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

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
CONFERENCE CENTER DIRECTOR

RE: CONFERENCE CENTER REPORT JULY - SEPTEMBER 2014

DATE: OCTOBER 28, 2014

BACKGROUND

During the month of October, the conference center hosted 25 events which included 9 weddings and numerous corporate events for companies such as McDonald's, OG&E, First American Title Insurance Company, Sam's Club and Keller Williams. Several organizations held their meetings at our facility including Oklahoma Society of Heath-System Pharmacists, Blue Cross/Blue Shield of Oklahoma, Home Builders Association and Windsong Meadows HOA.

The Glenpool, Bixby and Jenks chamber held their annual South County Business Expo and After Hours which drew numerous area businesses and attendees. The conference center welcomed 135 police officers including some of our own Glenpool officers for a Law Enforcement Valor Training. The organizers for the Muddy Paws fundraising banquet hosted their event at our facility for the third year in a row.

Over the past month, the conference center revenue was \$15,287 bringing the total revenue for the fiscal year to \$95,795.

Date	Event	Expected Attendance
10/31-11/1/14	Wedding & Reception	175
11/4/2014	Encompass Home Health Road Show	88
11/5-7/14	FSIO Convention	150
11/5/2014	Farm Bureau Meeting	60
11/5/2014	Keller Williams BOLD Class	175
11/8/2014	Wedding & Reception	150
11/9/2014	Wedding & Reception	60
11/9/2014	Baby Shower	30
11/12/2014	Keller Williams BOLD Class	175
11/13/2014	Bios Cor Thanksgiving Banquet	200
11/14/2014	FOP Awards Banquet	150
11/15/2014	Birthday Party	30
11/15/2014	Baby Shower	20
11/18/2014	Blue Cross/Blue Shield Medicare Sales Meeting	30
11/19/2014	Better Life Meeting	60
11/19/2014	Keller Williams BOLD Class	175
11/20/2014	Christmas Gathering Arts & Crafts show	600
11/22/2014	Baby Shower	40
11/25/2014	Blood Drive	
11/28-11/29/14	Black Friday Coin Show	300
12/2/2014	Blue Cross/Blue Shield Medicare Sales Meeting	30
12/3/2014	Keller Williams BOLD Class	175
12/5/2014	OG&E Christmas Party	200
12/7/2014	Baby Shower	20
12/10/2014	Keller Williams BOLD Class	175
12/11/2014	Bixby Football Banquet	325
12/13/2014	Wedding & Reception	85
12/13/2014	Oklahoma Chiller Corporation Christmas Party	60
12/14-12/17/14	Community Christmas Store	250
12/17/2014	Keller Williams BOLD Class	175
12/17/2014	Better Life Meeting	60
12/18/2014	Jenks Martial Arts Academy	200
12/19/2014	Wedding & Reception	250
12/20/2014	Keller Williams	150
12/31/2014	Wedding & Reception	150

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
October 6, 2014

The Regular Session of the Glenpool Industrial Authority was held at 7:43 p.m., Council Chambers, Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

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

Also present: Lea Ann Reed, Conference Center Director

A. Chairman Ceesay called the meeting to order at 7:43 p.m.

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

C. Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director

- Ms. Reed reported on the number of events held at the Conference Center since the beginning of the fiscal year, as well as revenue collections totaling \$81,943.00 for the same period.

D. Scheduled Business

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

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

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

AGAINST: None

Motion carried.

E. Adjournment.

There being no further business, Chairman Ceesay declared the meeting adjourned at 7:47 p.m.

Date

Chairman

ATTEST:

Secretary

**2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL INDUSTRIAL AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2015	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 7, 2015	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

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

APPROVED BY:

GLENPOOL CITY COUNCIL

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 10th day of November 2014

Signed: _____

**NOTICE
GLENPOOL CEMETERY TRUST AUTHORITY
MEETING**

A Regular Session of the Glenpool Cemetery Trust Authority will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, November 10, 2014, at Glenpool City Hall, City Council Chambers, 3rd Floor, 12205 S. Yukon Ave., Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from November 12, 2013 and May 12, 2014.
 - 2)** Discussion and possible action to approve 2015 Schedule of Regular Meetings.
- D)** Adjournment.

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

Signed: _____
City Clerk

MINUTES
GLENPOOL CEMETERY TRUST AUTHORITY
November 12, 2013

The Regular Session of the Glenpool Cemetery Trust Authority was held at 6:38 p.m., Council Chambers, Glenpool City Hall. Trustees present were: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Patricia Agee, Trustee and Tommy Carner, Trustee.

Staff present was: Ed Tinker, City Manager; David Tillotson, Assistant City Manager; Lowell Peterson, City Attorney; Susan White, Secretary; and Charles Barnes, Treasurer/Finance Director.

A. Chairman Ceesay called the meeting to order at 6:38p.m.

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

C. Scheduled Business:

- 1. Discussion and possible action to approve minutes from the November 5, 2012 and December 3, 2012 meetings.**

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

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

AGAINST: None

Motion carried.

- 2. Discussion and possible action to adopt Resolution No. 13-11-01, A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL AND THE BOARD OF TRUSTEES OF THE GLENPOOL CEMETERY TRUST AUTHORITY, TERMINATION OF THE GLENPOOL CEMETERY TRUST AUTHORITY, for the purpose of terminating the Glenpool Cemetery Trust Authority in accordance with the provisions of Section X of the Declaration of Trust, as adopted on July 6, 2010, and amended on September 20, 2010, and in accordance with the provisions of Title 60 of the Oklahoma Statutes §180, Termination of Trust.**

MOTION: Trustee Carner moved, second by Vice Chairman Korb to adopt Resolution No. 13-11-01 as presented.

FOR: Trustee Carner; Vice Chairman Korb; Chairman Ceesay

AGAINST: Trustee Agee; Trustee Fox

Unanimous vote in favor required.

Motion failed.

- 3. Discussion and possible action to approve 2014 Schedule of Regular Meetings.**

MOTION: Trustee Fox moved, second by Trustee Agee to approve the 2014 Schedule of Regular Meetings as presented.

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

AGAINST: None

Motion carried.

City of Glenpool
Cemetery Trust Authority
Meeting Minutes
November 12, 2013
Page Two

D. Adjournment.

There being no further business, Chairman Ceesay declared the meeting adjourned at 6:43 p.m.

Date

Chairman

ATTEST:

Secretary

MINUTES
GLENPOOL CEMETERY TRUST AUTHORITY
SPECIAL SESSION
May 12, 2014

The Special Session of the Glenpool Cemetery Trust Authority was held at 8:04 p.m., Council Chambers, Glenpool City Hall. Trustees present were: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; and Patricia Agee, Trustee.

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

A. Chairman Ceesay called the meeting to order at 8:04p.m.

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

C. Scheduled Business:

- 1. Discussion and possible action to approve a certain quit claim deed from the Glenpool Cemetery Trust Authority to the Glenpool Industrial Authority of all interest that the Glenpool Cemetery Trust Authority may now have, ever has had or ever will have in real property owned by the Glenpool Industrial Authority and located on the southeast corner of 161st & Elwood, Glenpool, Oklahoma, as more particularly described in said quit claim deed.**

MOTION: Trustee Fox moved, second by Vice Chairman Korb to approve quit claim deed to the Glenpool Industrial Authority, as presented.

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

AGAINST: None

Motion carried.

D. Adjournment.

There being no further business, Chairman Ceesay declared the meeting adjourned at 8:06 p.m.

Date

Chairman

ATTEST:

Secretary

**2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL CEMETERY TRUST AUTHORITY
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
NOVEMBER 2, 2015	6:00 P.M.	GLENPOOL CITY HALL

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

APPROVED BY:

GLENPOOL CITY COUNCIL

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 10th day of November 2014

Signed: _____

**NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
MEETING**

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Cemetery Trust Authority meeting, Monday, November 10, 2014, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** District Administrator Report – Susan White, District Administrator
- D)** Scheduled Business.
 - 1)** Discussion and possible action to approve minutes from October 6, 2014.
 - 2)** Presentation by representatives of Guardian EMS of their proposal to acquire and operate EMS Plus for the benefit of the Glenpool Emergency Medical Services District.
(Matthew Davis, Vice President/COO, and Edward Fowler, NREMT, Director of Operations – Oklahoma)
 - 3)** Discussion and possible action to approve 2015 Schedule of Regular Meetings.
 - 4)** Discussion and possible action to accept the EMS Plus Activity Report for October, 2014.
- E)** Adjournment.

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

Signed: _____
District Clerk/Secretary



To: HONORABLE CHAIR AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator, Clerk/Secretary
Date: November 10, 2014
Subject: District Administrator Report

Ambulance Scene Time:

During the October 6 meeting Member Fox stated that he had been approached by a individual whom commented on the length of time an ambulance spends at the scene before transporting the patient to a medical facility. Mr. Fox was told that an *industry standard* regarding scene time existed and he asked me to explore details regarding the presumed standard. I followed up by conducting internet research as well as interviewing Fire Chief Newton and Kristie Walton, Manager for EMS Plus. My research concluded there is not an industry standard since there is no such thing as a *standard* emergency. The on scene time becomes a discretionary decision of the responding ambulance staff, to assure the patient is receiving the best possible treatment. However, some Emergency Medical services have adopted goal scene time standards. In fact, EMS Plus has adopted scene time goals for their agency.

This was an interesting topic to research and I believe it is good information for our Board and staff to know for the future.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
October 6, 2014

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:47 p.m., Council Chambers, Glenpool City Hall. Members present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Member; Patricia Agee, Member and Jennifer Ballew, Member.

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

- A. Chairman Ceesay called the meeting to order at 7:47 p.m.**
- B. Susan White, Clerk/Secretary called the roll and Chairman, Ceesay declared a quorum present.**
- C. District Administrator Report, Susan White, District Administrator**
- A final draft version of the audit has been received from the State Auditor's office. The audit reflects the management response to findings. The audit will be published soon.
- D. Scheduled Business**
- 1. Discussion and possible action to approve minutes from September 2, 2014 meeting.**
MOTION: Member Agee moved, second by Member Ballew to approve the minutes as presented.
FOR: Member Fox; Member Agee; Member Ballew; Vice-Chairman Korb; Chairman Ceesay.
AGAINST: None
Motion carried.
 - 2. Discussion and possible action to accept the EMS Plus Activity Report for September 2014.**
Member Fox shared with the Board that he had recently become aware of an industry standard relating to ambulance time on the scene. He requested further investigation from Chairman White to uncover the standard and suggested that the on scene time should be reported to the Board, supported by proper documentation. Ms. White agreed to seek the industry standards and report back to the Board.
MOTION: Member Agee moved, second by Member Ballew to accept the activity report for September 2014.
FOR: Member Agee; Member Ballew; Member Fox; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

E. Adjournment

There being no further business, the meeting was adjourned at 8:03 p.m.

There was a 13 minute recess before returning to City Council Meeting.

Date

Chairman

ATTEST:

Clerk/Secretary

**2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2015	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 7, 2015	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

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

APPROVED BY:

GLENPOOL CITY COUNCIL

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 10th day of November 2014

Signed: _____



November 5, 2014

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

Enclosed, please find our report of ambulance response activity for the period of October 1st to October 31st, 2014.

During this time period, we logged 127 responses. The following is a breakdown of these responses:

Emergency responses – 118 –98% response time compliance.
Non-Emergency responses – 9 – response time not applicable.

Seventeen responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area. Two responses utilized a third ambulance and one response utilized a fourth ambulance.

Twelve responses were outside the Glenpool response area.

Three responses had long response times. The first was due to a minor mechanical problem with the ambulance. Our mechanic happened to be on site working on another ambulance at the time, so he repaired the problem quickly and the ambulance crew responded to the call.

The second call with a long response time was located in a rural area. The residence set quite a distance from the road and the dirt drive way had grown over, making it very hard to find. The house was not marked with an address number, so the ambulance crew tried a couple of homes before they found the correct one.

The third call with a long response time was due to the ambulance crew taking too long to go enroute to the call and not being familiar enough with the area to find the address during a GPS outage. The ambulance crew has been counseled concerning this matter.

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

Respectfully,

Kristie A Walton

Kristie A Walton
Owner/Manager

P O Box 197, Glenpool, OK 74033-0197 - (918) 258-6671 - fax (918) 258-667



Log Report**Glenpool - October 2014**

History ID : 1800805

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
G00145 1 10/01/2014	City of Glenpool	Wed				
1047 1 10/02/2014 Paramedic	156 176	Thu	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	16:29 16:29 16:32 16:34	16:43 16:43 E – 5
1048 1 10/02/2014 Paramedic	156 71	Thu	Police/Fire/911 Code 3	Unit 108 Code 1	17:38 17:38 17:39 17:43	18:04 18:24 18:45 E – 5
1049 1 10/02/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 107 Code 1	17:51 17:51 17:52 17:55	18:17 18:42 18:56 E – 4 @
1050 1 10/02/2014 Paramedic	156 176	Thu	Police/Fire/911 Code 3	Unit 108 Code 1	22:36 22:36 22:37 22:42	23:00 23:22 23:41 E – 6
1051 1 10/02/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 107 Code 3	22:52 22:52 22:53 22:55	23:09 23:26 23:55 E – 3 @
1052 1 10/03/2014 Paramedic	175 189	Fri	Police/Fire/911 Code 3	Unit 107 Code 1	01:22 01:22 01:25 01:30	01:58 02:19 02:36 E – 8
1053 1 10/03/2014 Paramedic	156 176	Fri	EMSA Code 1	Unit 108 Code 1	06:30 06:30 06:30 07:03	07:30 08:01 08:36 NE – 33
1054 1 10/03/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 108 Code 1	13:39 13:39 13:41 13:43	14:03 14:24 15:07 E – 4
1055 1 10/03/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 108 Code 1	19:08 19:08 19:10 19:12	19:30 19:53 20:09 E – 4

@ = Second ambulance responding

Log Report**Glenpool - October 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
Level Of Care				Dispatch Urgency	Transport Urgency		
1056 1 10/03/2014 Paramedic	175 161	Fri	Police/Fire/911	Unit 107	20:50 20:50 20:52 20:55	21:12 21:12	
			Code 3	Patient Not Transported	E – 5		
1057 1 10/04/2014 Paramedic	156 195	Sat	EMSA	Unit 108	00:09 00:09 00:10 00:18	00:29 00:47 01:06	
			Code 3	Code 1	E – 9 #		
1058 1 10/04/2014 Paramedic	193 148	Sat	Police/Fire/911	Unit 107	11:26 11:26 11:27 11:32	11:43 11:43	
			Code 3	Patient Not Transported	E – 6		
1059 1 10/04/2014 Paramedic	200 189	Sat	Police/Fire/911	Unit 108	15:08 15:08 15:10 15:14	15:38 16:00 16:20	
			Code 3	Code 1	E – 6		
1061 1 10/04/2014 Paramedic	193 148	Sat	EMSA	Unit 107	18:15 18:15 18:15 18:30	18:55 19:21 20:01	
			Code 1	Code 1	NE – 15		
1062 1 10/04/2014 Paramedic	200 189	Sat	Police/Fire/911	Unit 108	19:41 19:41 19:42 19:44	20:04 20:25 21:07	
			Code 3	Code 1	E – 3		
1063 1 10/05/2014 Paramedic	193 71	Sun	Police/Fire/911	Unit 107	07:44 07:44 07:48 07:51	08:08 08:19 08:38	
			Code 3	Code 1	E – 7		
1064 1 10/05/2014 Paramedic	200 161	Sun	Police/Fire/911	Unit 108	10:31 10:31 10:33 10:36	11:00 11:18 11:44	
			Code 3	Code 3	E – 5		
1065 1 10/05/2014 Paramedic	193 71	Sun	Police/Fire/911	Unit 107	10:34 10:34 10:38 10:39	10:43 11:24 11:46	
			Code 3	Code 3	E – 5 @		
1066 1 10/05/2014 Paramedic		Sun	Police/Fire/911	Creek County EMS	11:43 11:43 11:45 12:05	13:10 13:10	
			Code 3	Transported by Creek Coun	E – 22 %		

= Outside the Glenpool response area

% = Third ambulance responding from Sapulpa

@ = Second ambulance responding

Log Report**Glenpool - October 2014**

History ID : 1800805

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Level Of Care				Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
1067 1	10/05/2014	200 161	Sun	Police/Fire/911	Unit 108	13:21 13:21 13:23	13:43 13:43
Paramedic				Code 3	Patient Not Transported	13:26 E – 5	
1068 1	10/05/2014	193 71	Sun	Nursing Home/Care Facility	Unit 103	13:30 13:30 13:31	13:57 14:16 14:40
Paramedic				Code 3	Code 1	13:35 E – 5 @	
1069 1	10/05/2014	193 148	Sun	Police/Fire/911	Unit 103	16:58 16:58 17:01	17:18 17:18
Paramedic				Code 3	Patient Not Transported	17:04 E – 6	
1070 1	10/05/2014	200 161	Sun	Police/Fire/911	Unit 108	21:48 21:48 21:49	22:24 22:46 23:30
Paramedic				Code 3	Code 1	21:53 E – 5	
1071 1	10/05/2014	193 148	Sun	Police/Fire/911	Unit 103	23:29 23:29 23:32	23:42 00:05 00:29
Paramedic				Code 3	Code 1	23:36 E – 7 @	
1072 1	10/05/2014	200 161	Sun	EMSA	Unit 108	23:30 23:30 23:30	23:30 23:50 00:04
Paramedic				Code 1	Code 1	23:30 NE – 0	
1073 1	10/06/2014	10 195	Mon	Police/Fire/911	Unit 108	08:33 08:33 08:35	09:02 09:02
Paramedic				Code 3	Patient Not Transported	08:38 E – 5	
1074 1	10/06/2014	10 195	Mon	Police/Fire/911	Unit 108	14:19 14:19 14:22	14:56 15:15 15:46
Paramedic				Code 3	Code 1	14:26 E – 7	
1075 1	10/07/2014	193 199	Tue	EMSA	Unit 103	03:43 03:43 03:49	04:29 04:35 04:53
Paramedic				Code 3	Code 1	04:06 E – 23 #	
1076 1	10/07/2014	193 195	Tue	Police/Fire/911	Unit 103	13:28 13:28 13:31	13:57 14:15 14:45
Paramedic				Code 3	Code 3	13:34 E – 6	

@ = Second ambulance responding

= Outside of the Glenpool response area

Log Report**Glenpool - October 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
1077 1 10/07/2014 Paramedic	185 176	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	14:42 14:42 14:47 14:50	15:07 15:33 15:47 E – 8 @
1078 1 10/07/2014 Paramedic	193 71	Tue	Police/Fire/911 Code 3	Unit 103 Code 1	19:14 19:14 19:24 19:27	19:40 19:58 20:23 E – 13 *
1079 1 10/07/2014 Paramedic	10 198	Tue	Police/Fire/911 Code 3	Unit 105 Code 1	20:31 20:31 20:33 20:37	21:05 21:23 21:58 E – 6 @
1080 1 10/07/2014 Paramedic	185 176	Tue	Police/Fire/911 Code 3	Unit 107 Patient Not Transported	21:43 21:43 21:44 21:46	22:05 22:05 E – 3 %
1081 1 10/07/2014 Paramedic		Tue	Police/Fire/911 Code 3	Creek County EMS Transported by Creek Coun	21:44 21:44 21:47 22:05	22:48 22:21 E – 21 +
1082 1 10/07/2014 Paramedic	10 71	Tue	Police/Fire/911 Code 3	Unit 105 Patient Not Transported	02:34 02:34 02:36 02:42	02:58 02:58 E – 8
1083 1 10/08/2014 Paramedic	156 161	Wed	EMSA Code 3	Unit 103 Code 1	12:52 12:52 12:59 13:11	13:24 13:32 13:54 E – 9 #
1084 1 10/08/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 105 Patient Not Transported	12:52 12:52 12:53 12:54	13:20 13:20 E – 2
1085 1 10/08/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 105 Code 1	13:43 13:43 13:44 13:46	14:07 14:25 14:42 E – 3
1086 1 10/08/2014 Paramedic	156 161	Wed	Police/Fire/911 Code 3	Unit 103 Code 1	16:34 16:34 16:37 16:45	17:01 17:32 17:56 E – 11 #

* = Long response time

= Outside of the Glenpool response area

@ = Second ambulance responding

% = Third ambulance responding

+ = Fourth ambulance responding

Log Report**Glenpool - October 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
1087 1 10/09/2014 Paramedic	156 161	Thu	Police/Fire/911 Code 3	Unit 103 Code 1	07:07 07:07 07:07 07:16	08:01 08:30 09:12 E – 9 &
1088 1 10/09/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 107 Code 1	11:08 11:08 11:10 11:16	11:42 12:02 12:29 E – 8
1089 1 10/09/2014 Paramedic	156 176	Thu	Police/Fire/911 Code 3	Unit 103 Code 3	11:27 11:27 11:29 11:49	12:14 12:34 13:18 E – 22 @ *
1090 1 10/09/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 107 Code 1	16:15 16:15 16:17 16:19	16:38 16:51 17:22 E – 4
1091 1 10/09/2014 Paramedic	156 176	Thu	Police/Fire/911 Code 3	Unit 103 Patient Not Transported	21:54 21:54 21:55 21:59	22:24 22:24 E – 5
1092 1 10/10/2014 Paramedic	156 176	Fri	Police/Fire/911 Code 3	Unit 103 Code 1	07:54 07:54 07:54 07:58	08:29 08:51 09:22 E – 4
1093 1 10/10/2014 Paramedic	175 181	Fri	Family/Friend Code 3	Unit 107 Cancelled Enroute	10:20 10:20 10:24	10:46 E – 0
1094 1 10/10/2014 Paramedic	156 195	Fri	Other Code 3	Unit 103 Code 1	13:41 13:41 13:44 13:49	14:15 14:42 15:05 E – 8
1095 1 10/10/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 103 Code 1	18:27 18:27 18:28 18:30	18:47 19:01 19:20 E – 3
1096 1 10/10/2014 Intermediate	161 198	Fri	Police/Fire/911 Code 3	Unit 105 Code 1	18:58 18:58 18:59 19:03	19:22 19:50 20:10 E – 5 @

& = South of 181 St

@ = Second ambulance responding

* = Long response time

Log Report**Glenpool - October 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
1097 1 10/10/2014 Paramedic	156 195	Fri	Police/Fire/911 Code 3	Unit 103 Patient Not Transported	21:34 21:34 21:36 21:40 E – 6	21:55 21:55
1098 1 10/11/2014 Paramedic	200 189	Sat	Police/Fire/911 Code 3	Unit 108 Cancelled Enroute	11:23 11:23 11:24 E – 0	11:25
1099 1 10/12/2014 Paramedic	193 148	Sun	EMSA Code 3	Unit 107 Code 1	02:08 02:08 02:11 02:17 E – 9 #	02:39 02:55 05:05
1100 1 10/12/2014 Paramedic	200 189	Sun	Police/Fire/911 Code 3	Unit 108 Patient Not Transported	06:34 06:34 06:34 06:39 E – 5	07:04 07:04
1101 1 10/13/2014 Paramedic	193 148	Mon	Police/Fire/911 Code 3	Unit 107 No Patient Found	01:28 01:28 01:31 01:37 E – 9 &	01:52 01:52
1102 1 10/13/2014 Paramedic	193 148	Mon	EMSA Code 3	Unit 107 Patient Not Transported	05:54 05:54 05:59 06:10 E – 16 #	06:30 06:30
1103 1 10/13/2014 Paramedic	156 195	Mon	Creek County EMS Code 3	Unit 108 Code 1	10:03 10:03 10:04 10:07 E – 4	10:29 10:49 12:59
1104 1 10/13/2014 Paramedic	156 195	Mon	Police/Fire/911 Code 3	Unit 107 Code 1	14:45 14:45 14:46 14:49 E – 4	15:14 15:35 16:32
1105 1 10/13/2014 Paramedic	156 195	Mon	Police/Fire/911 Code 3	Unit 108 Code 1	18:33 18:33 18:33 18:37 E – 4	19:02 19:16 19:33
1106 1 10/13/2014 Intermediate	161 199	Mon	Police/Fire/911 Code 3	Unit 107 Code 1	21:07 21:07 21:09 21:12 E – 5	21:30 21:57 22:17

= Outside of the Glenpool response area

& = South of 181 St

Log Report**Glenpool - October 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
Level Of Care				Dispatch Urgency	Transport Urgency		
1107 1 10/14/2014 Paramedic		200 199	Tue	Police/Fire/911 Code 3	Unit 108 Code 1	08:09 08:09 08:09 08:14 E – 5	08:32 08:51 09:05
1108 1 10/14/2014 Paramedic		193 171	Tue	Police/Fire/911 Code 3	Unit 107 - Patient Not Transported	22:06 22:06 22:07 22:11 E – 5	22:25 22:25
1109 1 10/14/2014 Paramedic		200 198	Tue	Family/Friend Code 3	Unit 108 Code 3	22:14 22:14 22:16 22:22 E – 8 @	22:49 23:06 23:28
1110 1 10/14/2014 Paramedic		193 171	Tue	Police/Fire/911 Code 3	Unit 107 Code 1	22:52 22:52 22:52 22:54 E – 2	23:06 23:24 23:35
1111 1 10/15/2014 Paramedic		193 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	06:50 06:50 06:53 06:58 E – 8	07:18 07:35 07:48
1112 1 10/15/2014 Paramedic		156 198	Wed	Police/Fire/911 Code 3	Unit 108 Code 1	09:28 09:28 09:30 09:36 E – 8	09:57 10:20 10:41
1113 1 10/15/2014 Paramedic		185 171	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	13:19 13:19 13:21 13:24 E – 5	13:43 14:06 14:28
1114 1 10/15/2014 Intermediate		161 199	Wed	Hospital Staff Code 1	Unit 105 Code 1	15:00 15:00 15:00 15:13 NE – 13	15:40 16:00 16:15
1115 1 10/15/2014 Paramedic		156 198	Wed	Police/Fire/911 Code 3	Unit 108 Code 1	16:45 16:45 16:48 16:49 E – 4	17:08 17:23 17:53
1116 1 10/16/2014 Paramedic		156 198	Thu	Nursing Home/Care Facility Code 3	Unit 108 Code 1	04:43 04:43 04:48 04:51 E – 8	05:12 05:35 05:51

@ = Second ambulance responding

Log Report**Glenpool - October 2014**

History ID : 1800805

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
1117 1 10/16/2014 Paramedic	185 189	Thu Police/Fire/911 Code 3	Unit 107 Code 1	08:40 08:40 08:42 08:45	09:04 09:23 09:47 E – 5
1118 1 10/16/2014 Paramedic	185 189	Thu Police/Fire/911 Code 3	Unit 107 Patient Not Transported	13:53 13:53 13:56 13:59	14:27 14:27 E – 6
1119 1 10/16/2014 Paramedic	156 176	Thu Okmulgee EMS Code 3	Unit 108 Patient Not Transported	17:37 17:37 17:38 17:42	18:04 18:04 E – 5
1120 1 10/16/2014 Intermediate	161 198	Thu Police/Fire/911 Code 3	Unit 105 Code 1	17:51 17:51 17:52 17:55	18:08 18:30 19:22 E – 4 @
1121 1 10/16/2014 Paramedic	156 176	Thu Police/Fire/911 Code 3	Unit 108 Patient Not Transported	19:14 19:14 19:16 19:20	20:02 20:02 E – 6
1122 1 10/16/2014 Paramedic	185 189	Thu Hospital Staff Code 1	Unit 107 Code 1	17:12 17:12 17:12 17:30	17:44 18:11 18:21 NE – 18
1123 1 10/16/2014 Paramedic	156 176	Thu EMSA Code 3	Unit 108 Code 1	21:42 21:42 21:43 22:00	22:24 22:46 23:40 E – 18 #
1124 1 10/17/2014 Intermediate	161 198	Fri EMSA Code 1	Unit 107 Code 1	10:40 10:40 10:40 10:54	11:18 11:38 11:48 NE – 14
1125 1 10/17/2014 Paramedic	156 181	Fri Police/Fire/911 Code 3	Unit 108 Code 1	15:11 15:11 15:13 15:18	15:38 15:52 16:35 E – 7
1126 1 10/17/2014 Intermediate	161 195	Fri Police/Fire/911 Code 3	Unit 107 Code 1	16:36 16:36 16:37 16:40	17:09 17:40 18:33 E – 4 @

@ = Second ambulance responding

= Outside of the Glenpool response area

Log Report**Glenpool - October 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Level Of Care				Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
1127 1 10/17/2014 Paramedic	156 181	Fri	Police/Fire/911	Unit 108	20:29 20:29 20:31 20:32	20:43 20:43	E – 3
1128 1 10/18/2014 Paramedic	156 181	Sat	Police/Fire/911	Unit 108	02:06 02:06 02:07 02:11	02:38 02:38	NE – 5
1129 1 10/18/2014 Paramedic	193 148	Sat	Police/Fire/911	Unit 107	18:02 18:02 18:04 18:10	18:23 18:23	E – 8
1130 1 10/18/2014 Paramedic	193 148	Sat	Police/Fire/911	Unit 107	21:49 21:49 21:50 21:55	22:09 22:27 22:39	E – 6
1131 1 10/18/2014 Paramedic	200 189	Sat	Police/Fire/911	Unit 108	23:35 23:35 23:36 23:40	00:05 00:39 01:04	E – 5
1132 1 10/18/2014 Paramedic	193 148	Sat	Police/Fire/911	Unit 107	23:40 23:40 23:47	23:51	E – 0 @
1133 1 10/19/2014 Paramedic	200 161	Sun	Self	Unit 108	11:08 11:08 11:10 11:13	11:35 11:53 12:07	E – 5
1134 1 10/20/2014 Paramedic	193 148	Mon	Police/Fire/911	Unit 107	04:41 04:41 04:43 04:49	05:10 05:10	E – 8
1135 1 10/20/2014 Paramedic	193 199	Mon	EMSA	Unit 107	13:20 13:20 13:20 13:20	13:33 13:50 14:00	E – 0
1136 1 10/20/2014 Intermediate	161 195	Mon	Police/Fire/911	Unit 103	13:58 13:58 14:00 14:07	14:30 14:57 15:30	E – 9 & @

@ = Second ambulance responding

& = South of 181 St

Log Report**Glenpool - October 2014**

Call Number Leg	Call Date	Attendants	Day	Caller	Unit Description	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
Level Of Care				Dispatch Urgency	Transport Urgency		
1137 1 10/21/2014 Paramedic		193 199	Tue	Police/Fire/911	Unit 107	00:44 00:44 00:45 00:50	01:06 01:06
				Code 3	Patient Not Transported	E – 6	
1138 1 10/21/2014 Intermediate		161 195	Tue	Police/Fire/911	Unit 103	01:00 01:00 01:04 01:08	01:34 01:34
				Code 3	Patient Not Transported	E – 8 @	
1139 1 10/21/2014 Paramedic		193 198	Tue	Police/Fire/911	Unit 107	17:08 17:08 17:10 17:18	17:32 17:58 18:13
				Code 3	Code 1	E – 10 #	
1140 1 10/22/2014 Paramedic		193 198	Wed	Nursing Home/Care Facility	Unit 107	05:46 05:46 05:49 05:53	06:10 06:42 06:58
				Code 3	Code 1	E – 7	
1141 1 10/22/2014 Intermediate		176 171	Wed	Police/Fire/911	Unit 105	05:57 05:57 05:59 06:02	06:29 06:48 07:08
				Code 3	Code 1	E – 5 @	
1142 1 10/22/2014 Paramedic		185 198	Wed	Police/Fire/911	Unit 105	12:22 12:22 12:23 12:26	12:35 12:59 13:12
				Code 3	Code 1	E – 4	
1143 1 10/22/2014 Paramedic		185 198	Wed	Police/Fire/911	Unit 105	15:02 15:02 15:02 15:05	15:28 15:44 15:57
				Code 3	Code 1	E – 3	
1144 1 10/23/2014 Paramedic		175 189	Thu	Police/Fire/911	Unit 108	09:54 09:54 09:55 10:00	10:25 10:47 11:04
				Code 3	Code 1	E – 6	
1145 1 10/23/2014 Paramedic		200 198	Thu	Self	Unit 105	11:00 11:00 11:02 11:05	11:32 11:32
				Code 3	Patient Not Transported	E – 5	
1146 1 10/23/2014 Paramedic		175 189	Thu	Police/Fire/911	Unit 108	13:17 13:17 13:19 13:22	13:51 13:51
				Code 3	Patient Not Transported	E – 5	

= Outside of the Glenpool response area

@ = Second ambulance responding

Log Report**Glenpool - October 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
1147 1 10/23/2014 Paramedic	175 189	Thu Nursing Home/Care Facility Code 1	Unit 108 Code 1	14:54 14:54 14:54 14:58	15:14 15:36 16:03 NE – 4
1148 1 10/23/2014 Paramedic	156 176	Thu Police/Fire/911 Code 3	Unit 107 Code 1	15:21 15:21 15:22 15:26	15:59 16:22 16:40 E – 5
1149 1 10/24/2014 Paramedic	156 176	Fri Police/Fire/911 Code 3	Unit 107 Code 3	06:21 06:21 06:24 06:27	06:40 07:00 07:25 E – 6
1150 1 10/24/2014 Paramedic	175 189	Fri Police/Fire/911 Code 3	Unit 108 Patient Not Transported	07:57 07:57 07:59 08:04	08:25 08:25 E – 7
1151 1 10/25/2014 Paramedic	200 181	Sat Police/Fire/911 Code 3	Unit 108 Code 1	11:54 11:54 11:56 12:00	12:20 12:47 13:03 E – 6
1152 1 10/25/2014 Paramedic	193 148	Sat Police/Fire/911 Code 3	Unit 107 Code 1	15:55 15:55 15:57 15:59	16:15 16:36 16:43 E – 4
1153 1 10/25/2014 Paramedic	200 181	Sat Police/Fire/911 Code 3	Unit 108 Patient Not Transported	20:11 20:11 20:13 20:16	20:30 20:30 E – 5
1153 1 10/25/2014 Paramedic	200 181	Sat Police/Fire/911 Code 3	Unit 108 Patient Not Transported	20:11 20:11 20:13 20:16	20:30 20:30 E – 5
1154 1 10/26/2014 Paramedic	200 161	Sun Police/Fire/911 Code 3	Unit 108 Patient Not Transported	15:00 15:00 15:02 15:04	15:29 15:29 E – 6
1155 1 10/26/2014 Paramedic	193 148	Sun Police/Fire/911 Code 3	Unit 107 Code 1	18:11 18:11 18:15 18:16	18:23 18:40 18:48 E – 5

Log Report**Glenpool - October 2014**

Call Number Leg	Day	Caller	Unit Description	Rcvd Paged	To Dest At Dest
Call Date	Attendants	Dispatch Urgency	Transport Urgency	Enroute On Scene	Availabl
Level Of Care					
1156 1 10/26/2014 Paramedic	200 161	Sun Police/Fire/911 Code 3	Unit 108 Code 1	19:53 19:53 19:55 19:58 E – 5	20:19 20:41 21:07
1157 1 10/27/2014 Paramedic	193 148	Mon Police/Fire/911 Code 3	Unit 107 Code 1	01:21 01:21 01:23 01:27 E – 6	01:45 02:01 02:11
1158 1 10/27/2014 Paramedic	200 161	Mon Police/Fire/911 Code 3	Unit 108 Code 1	04:40 04:40 04:43 04:47 E – 7	05:26 05:44 06:00
1159 1 10/27/2014 Paramedic	193 199	Mon Police/Fire/911 Code 3	Unit 107 Code 1	11:44 11:44 11:48 11:49 E – 5	11:57 12:18 12:27
1160 1 10/27/2014 Paramedic	185 189	Mon Okmulgee EMS Code 3	Unit 103 Code 1	12:51 12:51 12:53 13:11 E – 20 #	13:35 14:00 14:10
1161 1 10/27/2014 Paramedic	193 199	Mon Police/Fire/911 Code 3	Unit 107 Cancelled Enroute	13:26 13:26 13:28 E – 0	13:32
1162 1 10/27/2014 Paramedic	193 199	Mon Police/Fire/911 Code 1	Unit 107 Patient Not Transported	14:25 14:25 14:26 14:29 NE – 4	14:49 14:49
1163 1 10/28/2014 Paramedic	193 199	Tue Police/Fire/911 Code 3	Unit 107 Code 1	05:24 05:24 05:29 05:37 E – 13 *	05:55 06:18 06:37
1164 1 10/28/2014 Paramedic	193 199	Tue Police/Fire/911 Code 3	Unit 107 Patient Not Transported	07:20 07:20 07:26 07:26 E – 6	07:39 07:39
1165 1 10/28/2014 Paramedic	10 198	Tue Police/Fire/911 Code 3	Unit 107 Code 1	14:12 14:12 14:14 14:15 E – 3	14:37 14:59 15:22

= Outside of the Glenpool response area

* = Long response time

Log Report**Glenpool - October 2014**

Call Number Leg Call Date Level Of Care	Attendants	Day	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Availabl
1166 1 10/29/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 107 Cancelled Enroute	06:58 06:58 07:01 E - 0	07:02
1167 1 10/29/2014 Paramedic	10 198	Wed	Police/Fire/911 Code 3	Unit 107 Code 1	14:03 14:03 14:05 14:06 E - 3	14:27 14:46 15:05
1168 1 10/29/2014 Paramedic		Wed	Police/Fire/911 Code 3	Creek County EMS Transported by Creek Coun	14:24 14:24 14:26 14:44 E - 20 @	16:05 15:38
1169 1 10/30/2014 Paramedic	175 189	Thu	Police/Fire/911 Code 3	Unit 108 Code 1	12:59 12:59 13:01 13:12 E - 13 #	13:35 14:00 14:11
1170 1 10/30/2014 Paramedic	185 176	Thu	Police/Fire/911 Code 3	Unit 107 Code 1	16:38 16:38 16:40 16:44 E - 6	17:00 17:15 17:32
1172 1 10/30/2014 Paramedic	175 189	Thu	Okmulgee EMS Code 3	Unit 108 Patient Not Transported	18:05 18:05 18:07 18:23 E - 18 #	18:41 18:41
1173 1 10/30/2014 Paramedic	175 189	Thu	EMSA Code 3	Unit 108 Cancelled Enroute	22:03 22:03 22:04 E - 0	22:06
1174 1 10/30/2014 Paramedic	175 189	Thu	EMSA Code 3	Unit 108 Patient Not Transported	22:06 22:06 22:07 22:17 E - 11 #	22:29 22:29
1175 1 10/31/2014 Paramedic	175 71	Fri	Police/Fire/911 Code 3	Unit 108 Code 1	23:37 23:37 23:37 23:38 E - 1	23:49 00:03 00:17

Total For All**Total Calls: 127**

@ = Second ambulance responding from Sapulpa

= Outside of the Glenpool response area

FIRST RESPONDER CALLS

PERIOD: SEPTEMBER 1, 2014 THRU: SEPTEMBER 30, 2014

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
9/1/14	08:53						✓						
9/1/14	12:48						✓						
9/1/14	15:02						✓						
9/1/14	15:29						✓						
9/1/14	17:51						✓						
9/1/14	18:04						✓						
9/1/14	19:24						✓						
9/1/14	20:14						✓						
9/2/14	10:15						✓						
9/2/14	13:43						✓						
9/2/14	17:06						✓						
9/2/14	18:38						✓						
9/2/14	20:22						✓						
9/3/14	11:50						✓						
9/3/14	13:37						✓						
9/4/14	10:36						✓						
9/4/14	11:54						✓						
9/4/14	15:01						✓						
9/5/14	17:44						✓						
9/6/14	13:52						✓						
9/8/14	12:32						✓						
9/8/14	13:31						✓						
9/8/14	18:17						✓						
9/9/14	08:27						✓						
9/9/14	11:18						✓						
9/9/14	17:13						✓						
9/10/14	18:15						✓						
9/11/14	11:26						✓						
9/11/14	11:59						✓						
9/11/14	14:26						✓						
9/13/14	10:24						✓						
9/13/14	16:32						✓						
9/14/14	17:26						✓						
9/14/14	20:48						✓						
9/15/14	20:40						✓						
9/16/14	N/A						✓						
9/16/14	19:03						✓						

-CONTINUED ON NEXT PAGE-

TOTAL CALLS:							70						
	70												
AMOUNT DUE:	\$100.00						\$770.00						

✓-COMPENSATED RESPONSES

X-UNCOMPENSATED RESPONSES

FIRST RESPONDER CALLS

PERIOD: SEPTEMBER 1, 2014 THRU: SEPTEMBER 30, 2014

- CONTINUED -

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
9/17/14	15:22						✓						
9/17/14	15:48						✓						
9/17/14	17:56						✓						
9/18/14	13:04						✓						
9/19/14	14:11						✓						
9/20/14	07:31						✓						
9/20/14	17:52						✓						
9/21/14	21:51						✓						
9/22/14	07:26						✓						
9/22/14	18:21						✓						
9/22/14	20:39						✓						
9/23/14	12:47						✓						
9/23/14	18:49						✓						
9/24/14	10:50						✓						
9/24/14	12:53						✓						
9/24/14	14:13						✓						
9/24/14	15:08						✓						
9/24/14	17:44						✓						
9/24/14	18:24						✓						
9/24/14	19:12						✓						
9/26/14	15:20						✓						
9/26/14	15:37						✓						
9/26/14	21:45						✓						
9/27/14	07:54						✓						
9/28/14	17:09						✓						
9/28/14	17:54						✓						
9/29/14	16:58						✓						
9/29/14	18:35						✓						
9/30/14	08:48						✓						
9/30/14	14:54						✓						
9/30/14	16:53						✓						
9/30/14	20:25						✓						
9/30/14	21:57						✓						

TOTAL CALLS:													
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AMOUNT DUE:													
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✓ - COMPENSATED RESPONSES

X - UNCOMPENSATED RESPONSES

FIRST RESPONDER CALLS

PERIOD: OCTOBER 1, 2014 THRU: OCTOBER 31, 2014

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
10/2/14	16:30						✓						
10/2/14	17:39						✓						
10/2/14	17:53						✓						
10/3/14	13:40						✓						
10/3/14	19:09						✓						
10/3/14	20:52						✓						
10/4/14	11:27						✓						
10/4/14	15:09						✓						
10/4/14	19:41						✓						
10/5/14	16:59						✓						
10/6/14	21:48						✓						
10/6/14	08:34						✓						
10/6/14	14:20						✓						
10/7/14	13:29						✓						
10/7/14	14:43						✓						
10/7/14	19:14						✓						
10/7/14	20:31						✓						
10/7/14	21:43						✓						
10/8/14	12:52						✓						
10/8/14	13:44						✓						
10/8/14	16:36						✓						
10/9/14	11:09						✓						
10/9/14	11:28						✓						
10/9/14	16:17						✓						
10/10/14	07:51						✓						
10/10/14	13:42						✓						
10/10/14	18:27						✓						
10/10/14	18:59						✓						
10/10/14	21:34						✓						
10/13/14	10:04						✓						
10/13/14	14:45						✓						
10/13/14	18:32						✓						
10/13/14	21:08						✓						
10/14/14	08:08						✓						
10/15/14	16:45						✓						
10/16/14	08:40						✓						
10/16/14	13:54						✓						

-CONTINUED ON NEXT PAGE-

TOTAL CALLS:	2					53							
	55												
AMOUNT DUE:	\$122.00					\$583.00							

✓-COMPENSATED RESPONSES

X-UNCOMPENSATED RESPONSES

PERIOD: OCTOBER 1, 2014 THRU: OCTOBER 31, 2014

[illegible]

X-UNCOMPENSATED RESPONSES